

HOUSEKEEPING AND SET-UP SERVICES CONTRACT

BETWEEN

PENNSYLVANIA CONVENTION CENTER AUTHORITY

AND

TEAM CLEAN, INC.

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- Exhibit “B” Pennsylvania Convention Center Contractors Rules of Conduct
- Exhibit “C” Key Personnel
- Exhibit “D” Wage and Compensation Schedule
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- Exhibit “H” PCCA Anti-Discrimination Policy

HOUSEKEEPING AND SET-UP SERVICES CONTRACT

THIS AGREEMENT made this _____ day of July, 2010, intended to be effective as of the 1st day of July 2010 ("effective date"), by and between PENNSYLVANIA CONVENTION CENTER AUTHORITY an agency and public instrumentality of the Commonwealth of Pennsylvania and a body corporate and politic with offices at One Convention Center Place, 1101 Arch Street, Philadelphia, Pennsylvania 19107 (the "Authority"), and TEAM CLEAN, Inc. ("Team Clean"), with an address at 4900 South Broad Street, Suite LL10, Philadelphia, PA 19112-1302 (the "Contractor").

BACKGROUND

- A. WHEREAS, The Authority was created and exists pursuant to the provisions of the Pennsylvania Convention Center Authority Act, 64 Pa. C.S. §6001, et. seq. for the purpose of developing and operating a convention center in Philadelphia, Pennsylvania.
- B. WHEREAS, a Convention Center Lease Agreement dated April 15, 2010, between the Authority, the Commonwealth of Pennsylvania and the City of Philadelphia provides the Authority with a long-term lease of land upon which the Authority is operating the Convention Center.
- C. WHEREAS, the Authority issued a Request For Proposals in September 2009 from qualified vendors to provide housekeeping and setup services at the Pennsylvania Convention Center;
- D. WHEREAS, Team Clean, Inc. is in the business of providing housekeeping and setup services of the type that PCCA wishes to utilize and is capable of such services; and they were the MBE subcontractor for ABM Janitorial Services;
- E. WHEREAS, after careful review and consideration of all proposals submitted, PCCA has selected Team Clean as the vendor which best meets PCCA's requirements as outlined in the RFP; and
- F. WHEREAS, The Authority desires to grant a license for the provision of certain housekeeping and set-up services at the Convention Center and the Contractor desires to acquire such rights and obligations, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. Definitions.

"Act" shall mean the Pennsylvania Convention Center Authority Act, 64 Pa. C.S. §6001,

et. seq.

“Applicable Law” shall mean all applicable present and future laws, ordinances, rules, regulations, orders and requirements of all federal, state and local governments having jurisdiction.

“Convention Center” shall mean the facility in Philadelphia, Pennsylvania developed and operated by the Authority and described in the aforesaid Lease and Service Agreement, not including the Reading Terminal Market and Arcade. For ease of reference, “Convention Center” shall also include the “Public Area” or “Headhouse” (hereinafter the “Convention Center”). The Scope of Services set forth herein pertains to the Convention Center and the Public Areas or Headhouse.

“Customer” shall mean the persons or entities having entered into license agreements with the Authority for use of space in the Convention Center, and the exhibitors and the subcontractors of the licensees and exhibitors.

“Event Housekeeping Services” shall have the meaning assigned to it in Paragraph 4 (b) (ii) hereof.

“Fiscal Year” shall mean the period from July 1 of each calendar year to June 30 of the next calendar year.

“Housekeeping and Set-Up Services” shall mean the services described in Paragraph 4 hereof.

“Housekeeping Office and Storage Areas” shall mean those office and storage areas described in Paragraph 9 hereof.

“Initial Term” shall have the meaning assigned to it in Paragraph 2 hereof.

“Manager” shall mean the full time on-site manager responsible for the delivery of Housekeeping and Set-Up Services, as more fully described in Paragraph 15 hereof.

“Organizational Services” shall mean the services described in Paragraph 3 hereof.

“Set-Up Services” shall have the meaning assigned to it in Paragraph 4(b) (iii) hereof.

“Standard Housekeeping Services” shall have the meaning assigned to it in Paragraph 4(b) (1) hereof.

“Term” shall have the meaning assigned to it in Paragraph 2 hereof.

“Work Product” shall have the meaning assigned to it in Paragraph 50 hereof.

2. Term.

(a) The "Term" shall mean the Initial Term together with any Renewal Period for which the Authority has exercised a Renewal Option. The Term shall extend to the last day of the Initial Term or, if applicable, the last day of the last Renewal Period for which the Authority has exercised a Renewal Option.

(b) Initial Term. The initial term (the "Initial Term") of this Agreement shall be for one (1) year commencing on July 1, 2010 and ending on June 30, 2011, unless sooner terminated as provided in this Agreement.

(c) Option to Renew. The Authority shall have the right, exercisable at the Authority's sole option, (the "Renewal Option"), to renew this Agreement for two (2) successive periods of one (1) year each (the "Renewal Period") from and after the expiration of the Initial Term. In the event that the Authority elects to exercise the Renewal Option, written notice shall be sent to the Contractor not later than thirty (30) days prior to the expiration of the Initial Term of this Agreement or prior to the expiration of the then current Renewal Period. In the event that the Authority elects to exercise the Renewal Option, all of the terms and conditions of this Agreement applicable to the Initial Term shall be applicable to each Renewal Period.

3. Organizational Services.

(a) Contractor agrees to participate in the overall planning and implementation of the Housekeeping and Set-Up Services of the Convention Center as more fully specified below (the "Organizational Services").

(b) The services to be provided by the Contractor in connection with the overall planning and implementation of the Housekeeping and Set-Up Services shall include the following:

(i) Participation by the Contractor's employees in Contractor's training programs as well as those administered by the Authority, which programs may include, without limitation, training with respect to the hospitality industry, interaction with customers of the Authority, familiarization with the Authority's rules and regulations for the Convention Center and orientation to the operation of the Convention Center.

(ii) Developing with the Authority appropriate operational procedures, including, without limitation, establishing budgeting and planning systems, and accounting and invoicing systems which shall, include adequate internal control procedures and reporting systems to the Authority.

(iii) Coordinating with the Authority in the development and implementation of appropriate inventory and equipment control and usage systems for the Housekeeping and Set-Up Services.

(iv) Preparing preventive maintenance schedules for equipment.

(v) Implementing the Contractor's observance of the Authority's safety, security and fire precaution systems and procedures. Provision to the Authority of the Contractor's safety plan.

(c) All Organizational Services shall be performed at the sole cost and expense of the Contractor with the exception of the following:

(i) The direct costs of participation by Contractor's employees in Contractor administered as well as Authority administered training programs specified to operations at the Convention Center shall be reimbursable pursuant to paragraph 8(a)(i) of this Agreement. Contractor shall be solely responsible for any costs associated with training its management - staff and supervisors for duties not specified to operations at the Convention Center.

(ii) Contractor shall be reimbursed for the direct costs of the salaries of the Manager and the Administrative Assistant in accordance with Exhibit "D" hereof.

(d) The programs and operational policies and procedures developed, established or implemented as part of the Organizational Services shall be subject to approval by the Authority and shall be observed by the Contractor throughout the Term of the Agreement, as same may be amended from time to time with the approval of the Authority.

4. Scope of Services.

(a) The Contractor is hereby granted a revocable license and hereby agrees to provide in the Convention Center the housekeeping and set-up services (collectively referred to as the "Housekeeping and Set-Up Services") subject to the terms and conditions set forth herein and attached as Exhibit "A". Contractor agrees to provide the Housekeeping and Set-Up Services in a cost efficient and labor efficient manner consistent with industry practices in first class convention centers in the United States.

(b) The following Housekeeping and Set-Up Services are to be provided by the Contractor to the Authority in connection with its operation and management of the Convention Center:

(i) Standard Housekeeping Services, including, without limitation, cleaning of offices, public spaces, meeting rooms, exhibit halls, ballroom, Grand Hall, (including routine cleaning of Grand Hall floor as requested by the Authority), building exterior, carpeting, entrances, loading docks and doors; wall and partition washing; sidewalk power washing and graffiti removal, if and when requested by the Authority; snow removal (as to building perimeter sidewalks and ramps only, excluding loading docks); interior windows and exterior ground

level windows; and installation of light bulbs (to be provided by the Authority) in offices, meeting rooms, restrooms and back of the house areas, if and when requested by the Authority; cleaning of stairwells and other non-public areas of the Convention Center; light landscaping maintenance (i.e., watering, weed removal, ordering shrubs and trees (to be provided by the Authority), and similar services from April through September) if and as requested by the Authority; (herein collectively referred to as "Standard Housekeeping Services);

(ii) Event Housekeeping Services, including without limitation, restroom porter service and evening exhibit hall aisle cleaning and meeting room cleaning (herein collectively referred to as "Event Housekeeping Services"); and

(iii) Set-up services include the oversight and management of labor involved with the placement of Furniture, Fixtures, and Equipment ("FF&E") in a timely fashion throughout the facility on a time and materials basis, as necessary. Specific tasks include i) retrieval of PCCA owned FF&E; ii) configuration of FF&E as per the directions or diagrams provided by PCCA; and iii) return of FF&E to its original location. Contractor must have the capability to install and dismantle tables, chairs, and risers; and operate partitions, exhibit hall walls and other equipment as directed by the PCCA.

(iv) Supervise and implement a Quality Control program to manage all Set-up services throughout the facility. Identify and describe any 'economies of scale' that may be achieved by cross utilizing management and staffing for general housekeeping, event house keeping, and Set-up Services. Contractor must ensure that FF&E is handled with care, in a safe manner, and stored properly.

(v) Contractor must ensure that all FF&E is kept in its place per this storage plan when not in use.

(c) Examples of the typical housekeeping and set-up service functions to be performed by Contractor's personnel at the various locations in the Convention Center are set forth in Exhibit "A" attached hereto. This description of required services may be amended from time to time by the Authority.

(d) The Contractor shall have the exclusive license to provide the Housekeeping and Set-Up Services to the Authority (excluding landscape maintenance, graffiti removal, and installation of light bulbs in offices). Notwithstanding the foregoing, the Contractor's exclusive license to provide the Housekeeping and Set-Up Services is limited by Paragraph 33 hereof (relating to the Authority's right to perform) and by agreements that the Authority now has or may in the future have with contractors for other services wherein such contractors are responsible for the cleaning of space used by them.

(e) The Contractor shall supply all labor to support all Housekeeping and Set-Up Services. The Authority shall provide at its expense equipment and all cleaning materials and

supplies which it determines, in conjunction with Contractor, are necessary in connection with the delivery of the Housekeeping and Set-Up Services.

(f) Contractor shall respond as promptly as possible to all reasonable requests by the Authority for Housekeeping and Set-Up Services, as distinguished from requests for additional labor as provided in Paragraph 16(b)(i) hereof, and in no event shall any such response commence later than one hour from the time of the request.

(g) Contractor may only provide services to Customers with the prior written approval of the Authority, which approval may be granted in the sole discretion of the Authority. In the event such approval is granted by the Authority, Contractor shall provide such services through a separate entity or arrangement utilizing separate management and employees so as to clearly distinguish Customr services from the Housekeeping and Set-Up Services provided under this Agreement. Contractor agrees that services to Customers shall in no way detract from or interfere with the provision of Housekeeping and Set-Up Services by Contractor under this Agreement.

(h) Contractor shall cooperate with the Authority's Financial Reporting Manager and other Authority personnel in the development of quality service and performance standards and measurements including methods for financial reporting and other reporting on the same. Contractor shall use its best efforts to provide complete and accurate financial reports and other reports to Authority personnel on a timely basis and as requested by Authority personnel. Contractor agrees to implement the quality service standards and measurements so developed and to provide reports to the Authority as requested. In conjunction therewith, Contractor shall, only if requested by the Authority, provide reports, covering areas including but not limited to the following:

- (i) hours and costs for the cleaning of offices, the administrative areas and for all other Standard Housekeeping Services
- (ii) hours and costs for Event Housekeeping Services per event
- (iii) hours and costs for Set-Up Services per event
- (iv) work order processes and systems.

5. Quality.

(a) The Contractor shall provide the highest quality Housekeeping and Set-Up Services and shall constantly endeavor to improve the delivery of Housekeeping and Set-Up Services to the Authority and to the Customer, if services to Customer have been approved by the Authority. The Authority may require the Contractor to provide such services and items which, in the Authority's discretion, are desirable for the operation of the Housekeeping and Set-Up Services and further, the Authority may reject, limit or require discontinuance of the provision of any services, equipment or other items provided by the Contractor which, in the Authority's discretion, are not in the best interest of the operation of the Housekeeping and Set-Up Services.

(b) The activities of the Contractor shall be such as to render service in a dignified manner. No pressure, coercion or persuasion shall be used by the Contractor or any of its employees in an attempt to influence the public or any Customer to use the services or products of the Contractor. Neither the Contractor nor its employees may solicit, accept any gifts, tips or gratuities from any Customer or other person or entity at the Convention Center. The Contractor shall enforce such policies in any dealings with subcontractors and suppliers engaged by Contractor. In the event that any employee of Contractor, its subcontractors or suppliers violates any of the foregoing requirements, such person may be refused access to the Convention Center as provided in Paragraph 15(g) hereof.

(c) Neither Contractor nor any of its employees or subcontractors will be permitted to circulate through the Convention Center for the marketing of any service or merchandise, except with the prior written approval of the Authority. Neither the Contractor nor its employees shall distribute campaign or political literature or any literature of any kind at any time in, on or in areas abutting the Convention Center, with the exception that Contractor's employees may distribute literature in non-work areas and during non-work time as designated and agreed upon by both parties.

(d) The provision of Housekeeping and Set-Up Services shall be subject to the rules and regulations developed by the Authority, as same may be amended from time to time. A copy of the Pennsylvania Convention Center Contractors Rules of Conduct developed by the Authority for the Convention Center is attached hereto as Exhibit "B."

(e) The Housekeeping and Set-Up Services shall in no way interfere with the orderly operation of any event. The Authority shall have the right to require that any undesirable practices of the Contractor, its employees, subcontractors or suppliers be discontinued or remedied.

(f) Employees of Contractor shall diligently perform the services required hereunder at all times that employees are present at the Convention Center. Such employees shall not loiter or socialize at the Convention Center before or after assigned work hours. Contractor shall be responsible for monitoring its employees to insure compliance with the foregoing.

(g) Contractor shall be required to satisfy the performance standards of this Agreement and to comply with the performance standards to be developed by the Authority, as such standards may be amended from time to time. The performance standards shall involve a system in which deficiencies in performance will result in financial penalties to the Contractor in amounts determined by the Authority, which penalties shall be deducted from any compensation due to the Contractor hereunder.

(i) The amount of the financial penalty or the formula for calculating the financial penalty will be determined by the Authority, in consultation with Contractor, at the time of development of the performance standards.

(ii) In each case, before imposition of a penalty, the Authority shall provide

Contractor with an opportunity, reasonable under the circumstances, to remedy the deficiencies. Contractor shall remedy the deficiencies as soon as possible after notification thereof. Failure by Contractor to remedy the deficiency or the reoccurrence of the same (e.g., same nature or tasks) deficiency, as reasonably determined by the Authority, shall result in the imposition of a penalty by the Authority.

(iii) At Contractor's request, the Authority will provide Contractor with an opportunity to dispute the existence of a deficiency in performance and/or imposition of a financial penalty at a meeting between the parties arranged at a mutually agreeable time as soon as possible after the occurrence. If it is determined that the imposition of a penalty is appropriate, the Authority shall deduct the amount from any compensation due Contractor hereunder. If it is determined that the imposition of a penalty is not appropriate, the Authority shall not deduct any such amount or shall, if a deduction has already been made, make adjustment in the next compensation payment due Contractor hereunder.

(h) The Authority shall have the right at any time, and from time to time to make periodic inspections to observe the performance by the Contractor and its employees pursuant to this Agreement.

6. Professional Services.

(a) Contractor, by the execution of this Agreement, represents that it has extensive experience in providing Housekeeping and Set-Up Services and that it possesses a high degree of learning, skill and ability for the provision of such services and acknowledges that the Authority has retained the services of Contractor on the basis of these representations. Contractor agrees that in the performance of its duties under this Agreement, it will exercise its highest degree of care, learning, skill and ability.

(b) Furthermore, the Authority is entering into this Agreement in reliance upon representations made by Contractor respecting the skill, judgment, experience and abilities of the personnel identified in Exhibit "C", attached to and made a part of this Agreement, who shall perform the obligations of Contractor under this Agreement (the "Key Personnel"). Contractor agrees that the on-site Manager, as herein defined, will personally supervise the performance of Contractor's obligations hereunder, will give personal attention to the information and recommendations that are made to the Authority hereunder and will be available to the Authority at all times that the Authority reasonably deems necessary or desirable.

(c) At each significant stage in the performance of Contractor's obligations under this Agreement, all of the Key Personnel shall devote sufficient time and effort so as to provide in-depth guidance, supervision, analysis and decision making in connection with performing Contractor's obligations hereunder. If any of the Key Personnel becomes temporarily unavailable to perform services in connection with this Agreement, then Contractor shall promptly appoint a replacement having equal or better qualifications. The Authority shall be entitled to complete

information on each such replacement, including a current resume. Any replacements of the on-site Manager are subject to the prior written approval of the Authority. Notwithstanding the above, Contractor may replace, on an emergency temporary basis only, the on-site Manager with a qualified substitute Manager until such time as Authority approval of the replacement Manager is obtained.

(d) The Manager shall attend and participate in all meetings required by the Authority, including, without limitation, general operations meetings, event services meetings, meetings with clients and potential clients of the Authority and meetings with members of the Authority staff. The Manager and/or a designated representative of Contractor shall attend and participate in all meetings of the Authority's Risk/Safety Committee.

7. Performance Review. The Authority and the Contractor shall, have quarterly meetings during the Term or any Renewal Period of this Agreement (unless such day is a national holiday or weekend in which case such meeting shall occur on the next business day thereafter). The purpose of these meetings shall be to review operating policies and procedures and performance by the Contractor under this Agreement, which meetings shall be attended by the General Manager of the Authority, and by the Contractor's Manager and District Manager and such other personnel as shall be requested to attend by the Authority. The representatives of the Authority will provide comments and concerns regarding the Contractor's performance and the Contractor shall provide a response to such comments and concerns, including changes to operating policies and procedures to the extent reasonably necessary. In addition, the Authority and the Contractor shall participate in annual meetings to discuss the foregoing matters, which annual meetings shall also be attended by the CEO, General Manager and Compliance Officer for the Authority and by representatives of the corporate staff of the Contractor, at which time the Contractor may be required to provide written reports on its performance under this Agreement.

8. Compensation.

(a) For base staff, Contractor will bill the Authority a monthly fee of Forty Seven Thousand Five Hundred and Seventy Four Dollars (\$47, 574) and Twelve Thousand Four Hundred and Thirty Five Dollars and Forty Cents (\$12,435.40) for Headhouse Staff. For non-base staff, compensation to Contractor shall be based on a Cost Plus Management Fee System, in accordance with the Wage and Compensation Schedule which is attached hereto and incorporated herein as Exhibit "D", as follows:

(i) Contractor shall be reimbursed for employee labor in an amount equal to the number of hours worked (as approved in advance by the Authority in writing, by on-site Authority personnel, or via telephone), and any time off hours payable pursuant to the current Collective Bargaining Agreement multiplied by the applicable hourly rates by job classification, which hourly rates may include a charge for the general liability insurance premium. Time off hours include Sick, Vacation, jury and Funeral Leave payable pursuant to the current Collective bargaining Agreement.

(ii) Contractor shall be reimbursed for expenses directly attributable to the provision of services pursuant to this Agreement ("Direct Expenses"). Direct Expenses shall include the costs of uniforms, legally mandated medical services, the rental or purchase of required radios, telephone expenses and any other expenses approved in advance by the Authority as a reimbursable Direct Expense. Contractor's on-site Manager and employees shall use their best efforts to work with Authority personnel in a joint effort to reduce Direct Expenses and to keep such expenses at a minimum as determined by the Authority.

(b) Compensation to Contractor under sub-paragraph 8(a) hereof is the total compensation payable to Contractor by the Authority for the Housekeeping and Set-Up Services including any and all payments by Contractor to its partners, joint venturers, or subcontractors.

(c) Contractor shall submit to the Authority on a monthly basis, unless otherwise agreed to by the parties, separate invoices for all charges for the Housekeeping and Set-Up Services performed during the previous month, which invoices shall be categorized as follows and shall contain the following information:

(i) Employee Costs - itemization as to employees, job classifications, pay scale and hours worked as previously approved by the Authority in advance in writing, by on-site Authority personnel, or via telephone/payable time off hours,.

(ii) The compensation information relating to employee costs described in the invoice shall, only if requested by the Authority, be categorized as, and accurately reflect hours used And/or attributable to Standard Housekeeping Services, Event Housekeeping Services and to Set-Up Services.

(iii) Approved Direct Expenses incurred during the previous month including, usage of materials and supplies - Contractor shall provide to the Authority with the monthly invoices a written report describing the usage of materials and supplies for each event during the previous month.

(iv) Fixed Monthly Management Fee as described in subparagraph 8(a) hereof.

(v) Manager's Salary - salary with no charges for overtime.

(d) Contractor will not be compensated for travel time of its employees to and from the Convention Center nor shall any such time be included in the labor costs. Billable time shall not commence until the employees are on site at the Convention Center and are performing the Housekeeping and Set-Up Services.

(e) The Authority shall not compensate the Contractor for any costs incurred as a result of call backs or service calls pertaining to improperly performed services, such costs shall be the responsibility of the Contractor and shall not be includable as labor costs or chargeable to the Authority.

(f) The Authority will pay properly invoiced and uncontested amounts within thirty (30) days of receipt of each invoice unless another invoice and payment schedule (e.g., weekly) is agreed to by the parties for any category of invoice. The Contractor shall submit to the Authority all invoices for charges and for services performed during the previous month on the first of each month of the Term or Renewal Period of this Agreement.

(g) The Authority may withhold payment for any Housekeeping and Set-Up Services claimed to have been performed by the Contractor if the Authority reasonably determines that:

- (i) it is an inappropriate or inaccurate billing,
- (ii) an invoice does not comply with the requirements of this Paragraph 8,
- (iii) any sums payable hereunder by the Contractor to the Authority are unpaid, or
- (iv) the Contractor is otherwise in default under this Agreement.

(h) Contractor shall meet on a weekly basis with Authority staff to discuss the schedule times and staffing number requirements for events to be held at the Convention Center during the following week. The final determination as to the schedule times and staffing numbers shall be made in the discretion of the Authority. Contractor shall submit to the Authority on a weekly basis a written summary of hours worked during the previous week by Contractor's employees pursuant to this Agreement.

9. Housekeeping Office and Storage Areas.

(a) The Authority grants to the Contractor during the Term of this Agreement a revocable license to use office and storage space in the Convention Center in areas designated by the Authority from time to time during the Term for purposes related to the provision of Housekeeping and Set-Up Services (the "Housekeeping Office and Storage Areas"); This revocable license to use the Housekeeping Office and Storage Areas is not a lease.

(b) The use of the Housekeeping Office and Storage Areas for purposes

other than in connection with this Agreement, without prior written approval of the Authority, shall be deemed to be a breach of this Agreement. In such event, in addition to all other remedies set forth in this Agreement for a breach of this Agreement by Contractor, the Authority may revoke the license to use the Housekeeping Office and Storage Areas.

(c) The location of the Housekeeping Office and Storage Areas shall be approved by the Authority. The Contractor shall acquire no rights to such locations once assigned, and the Authority reserves the right to require the Contractor to move temporary or permanent materials, supplies, equipment, furnishings, inventory and other property from time to time or at any time.

(d) The Contractor shall furnish at its own expense all labor for the installation, setting up and dismantling or moving of office and storage facilities in such locations as may be approved by the Authority.

(e) The Contractor will be responsible for repair of damage to floors, walls, windows, or other property of the Authority in the Housekeeping Office and Storage Areas by reason of its use of such areas.

(f) The Contractor may be responsible for the cost of telephone service and other utility services provided to the Housekeeping Office and Storage Areas if such costs are unusually high or are for specialized services.

(g) The Contractor is responsible for the security within the Housekeeping Office and Storage Areas.

(h) Contractor shall also provide and maintain at its own expense, office furniture for the Housekeeping Office and Storage Areas and at least one personal computer with all hardware, software and connections necessary to link to the Authority's event management computer system.

10. Hours of Operation and Access.

(a) The Contractor shall operate the Housekeeping and Set-Up Services at all times and at any times specified by the Authority. Without limiting the generality of the foregoing, requirements for Housekeeping and Set-Up Services may be scheduled at any time during the day or night, weekends and/or holidays.

(b) The Contractor and its employees shall be entitled to enter upon and remain in the Convention Center with access to areas designated by the Authority only for the purpose of exercising the rights, privileges and obligations provided herein and only at times approved by the Authority.

11. Equipment.

(a) The Authority has provided certain equipment which may be used by the Contractor in providing Housekeeping and Set-Up Services, which equipment is listed on Exhibit "E" hereto, ("Authority Supplied Equipment").

(b) The Authority shall be responsible for routine and preventive maintenance and repairs on the Authority Supplied Equipment. The Authority shall provide Contractor with a copy of and Contractor shall comply with the preventive maintenance program for Authority Supplied Equipment.

(c) Notwithstanding the above, Contractor shall be responsible for the costs of any replacements or repairs of Authority Supplied Equipment caused by the negligent or reckless use by Contractor's employees. In such event, Contractor shall reimburse the Authority for the costs of any such repair or replacement.

(d) Contractor shall coordinate with the Authority in the development and implementation of inventory control systems, which systems shall be subject to Authority approval.

12. Deliveries. Contractor agrees to monitor the movement of equipment, materials, supplies in and out of the Housekeeping Office and Storage Areas or through public areas so as to avoid all conflicts with Convention Center functions.

13. Cleaning and Sanitation.

(a) The Contractor agrees to maintain at all times any Contractor Supplied Equipment and the Authority Supplied Equipment in a clean manner.

(b) The Contractor agrees to provide its own janitorial and maintenance services in the Housekeeping Office and Storage Areas in a manner and to a performance level which is approved by the Authority. If these services do not meet with the approval of the Authority, the Authority reserves the right to contract for such services with a third party and to charge the Contractor therefor. The services performed under this subparagraph 13(b) are not included within the definition of Housekeeping and Set-Up Services for purposes of compensation due to the Contractor hereunder.

(c) The trash receptacles within the Convention Center provided by the Authority for use by Customer are not for use by Contractor, its employees or subcontractors. Contractor must provide an adequate amount of portable fifty-five (55) gallon trash receptacles for use during events and throughout the Convention Center.

(d) The Contractor shall observe any solid waste management and recycling policies that may be established by the Authority. Contractor must comply with, and support, all recycling efforts as established by the PCCA. Our goal is to maximize that amount of recyclable waste

materials, and minimize the waste that is deposited in landfills. The contractor is responsible to collect all waste, and see that it is deposited in the appropriate dumpster. Contractor must design a 'single stream' recycling plan tailored specifically to PCCA's facility

(e) The Contractor shall transport all waste materials from the various locations throughout the Convention Center where it performs Housekeeping and Set-Up Services to the trash pick-up areas designated by the Authority, at times, and in a manner and by a route designated by the Authority.

14. Authority Equipment, Fixtures and Furnishings.

Contractor agrees to leave the Authority's equipment, fixtures and furnishings in good condition and in good operating order at the expiration or termination of this Agreement, normal wear and tear alone excepted. Contractor shall notify the Authority of the need for any such repair or replacement of the Authority's equipment, fixtures or furnishings. The Contractor shall be responsible for the maintenance and repair of the Authority's equipment, fixtures and furnishings, to the extent provided for in subparagraph 11(c) hereof.

15. Personnel.

(a) All employees shall be employees of the Contractor and not of the Authority. The Contractor shall select, employ, train, furnish and deploy in the optimum staffing numbers approved by the Authority, in each job classification, employees who are proficient, productive, and courteous, and the Contractor shall discipline, and if necessary, prohibit any and all personnel not performing in accordance with the standards of this Agreement from performing any services pursuant to this Agreement or on the Authority's property. The Contractor shall also provide adequately trained relief personnel in the event of absences.

(b) The Contractor assumes full responsibility for the actions of all personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control.

(c) The Contractor agrees to furnish all necessary qualified supervision for the performance of the Housekeeping and Set-Up Services and agrees to assign to the Convention Center a highly competent, full-time on-site manager (the "Manager"), having a minimum of three (3) years experience in managing a work force under conditions similar to those required by this Agreement who shall have no duties other than performing the services of the Contractor pursuant to this Agreement. The Contractor shall provide the Authority with a resume of any candidate for the position of Manager and the Authority reserves the right to interview the final candidate(s) for the position of Manager. The Contractor shall secure the Authority's written approval in advance as to the qualifications of the person selected by the Contractor as Manager and, once assigned to this operation, the Manager shall not be replaced without the approval of the Authority.

- (i) Notwithstanding the above, Contractor may replace, on an emergency temporary basis only, the Manager with a qualified substitute Manager until such time as Authority approval of the replacement Manager is obtained.
 - (ii) If the Manager is unsatisfactory to the Authority, the Contractor shall, within thirty (30) days, replace the Manager with a person who is satisfactory to the Authority.
 - (iii) At any time that Manager desires to leave the Convention Center, Contractor's current Manager will provide to the replacement Manager such detailed training as is necessary and required.
- (d) The responsibilities of the Manager include, but are not limited to, the following:
- (i) Developing, implementing and managing an organized system for all personnel to insure compliance with this Agreement.
 - (ii) Developing familiarity with the organizations which may become clients of the Convention Center, such as conventions and trade shows.
 - (iii) Developing with the Authority an efficient and effective housekeeping and set-up operation.
 - (iv) Insuring proper training programs for Contractor's personnel.
- (e) The Contractor shall require a management level employee of Contractor to be available at all events occurring in the Convention Center.
- (f) The Contractor agrees that there shall be no discrimination by it against any person, with respect to opportunity for employment or conditions of employment, by reason of a person being a member of any legally protected class as defined in local, state or federal law.
- (g) The Authority must be completely satisfied with the performance of all assigned personnel. The Authority shall have the right to refuse access to the Convention Center at any time to any employee of the Contractor, its subcontractors or suppliers and to require that any such persons not provide services at the Convention Center or for the benefit of the Authority.
- (h) Contractor warrants that all of Contractor's employees engaged in the delivery of Housekeeping and Set-Up Services at the Convention Center, shall comply with Applicable Law and with all instructions, rules and regulations specified by the Authority, as amended from time to time.

(i) Contractor shall be responsible for payment of all personnel costs, including salary, unemployment insurance, workers' compensation, social security and fringe benefits of the Contractor's employees who provide services at the Convention Center.

(j) The Contractor and its work force must be available to the Authority twenty-four (24) hours a day. The Contractor must provide the Authority with a twenty-four (24) hours a day, seven (7) days per week telephone answering service and appropriate phone numbers for contacting the Contractor and the Manager at any time.

(k) The Contractor shall provide confirmation in person or by phone to the Authority of the name(s) of personnel who will report for the assignment at the Convention Center prior to the time the Contractor's personnel are to report for work assignments. All personnel must report to the security office or other location designated by the Authority before entering and leaving the Convention Center.

(l) The Contractor must require of its personnel acceptable dress codes, personal hygiene, reliability, punctuality, honesty, proper work habits and proper behavior required in accordance with the needs of the Authority.

(m) The Contractor must provide personnel trained in accordance with the Authority's requirements and who are familiar with the facilities and layout of the Convention Center. When new personnel are provided and prior to the new personnel commencing with work assignments, the Contractor shall insure the participation by Contractor's employees in the training programs administered by the Authority. The Contractor shall be responsible for the technical training of its employees, including instruction as to the proper use of equipment and for requiring its employees to sign certificates acknowledging completion of the training programs conducted by the Authority and by the Contractor.

(n) The Contractor shall use its best efforts to participate in the Authority's education and training program for unemployed and underemployed individuals.

16. Staffing.

(a) On or before the start of each week, the Contractor shall furnish to the Authority a written schedule for that week setting forth the names of all employees and the date(s) such employees are scheduled to perform work at the Convention Center, as well as the duties to be performed by each employee. Contractor is responsible for scheduling daily lunch hours and breaks for each employee so as not to interfere with the delivery of services under this Agreement. Throughout the Term or Renewal Period, the Contractor shall also furnish to the Authority a periodic update of the employee list setting forth the names of new employees and employees who cease to be employed by the Contractor at the Convention Center.

(b) Contractor shall provide the number of employees required by the

Authority from time to time. Personnel requirements for Housekeeping and Set-Up Services will be determined by the Authority, in consultation with the Contractor. Additionally, Contractor may be required to provide additional personnel on an as-needed basis.

(i) Contractor shall respond as promptly as possible to all requests by the Authority for additional personnel and Contractor shall provide such personnel within eight (8) hours of the request

(ii) Contractor shall notify the Authority within thirty (30) minutes after the start of a shift if there are one or more of Contractor's employees who fail to appear as scheduled for work ("No Shows"). The Authority, in consultation with the Contractor, shall determine whether or not there is a need to find replacements for any No Shows. If the Authority, in its discretion, determines that there is a need, then Contractor shall immediately commence to find replacements. Contractor shall identify such replacements within one (1) hour of being notified by the Authority of the need for such replacements.

(iii) Contractor shall bill the Authority at a straight time rate for replacements for No Shows. The Authority shall not be responsible for overtime charges associated with replacements for No Shows unless approved in advance by the Authority.

17. Fair Wages and Hours. The Contractor shall comply with all wage practices and laws of the governing bodies having jurisdiction and shall also comply with all Applicable Laws governing employment practices and conditions of employment.

18. Labor Arrangements.

The Contractor represents and warrants that (i) none of the labor arrangements to which the Contractor and/or its work force are or shall be subject shall interfere with the ability of the Contractor to deliver the services required by this Agreement and (ii) Contractor will use its best efforts to ensure that any and all union agreements hereafter existing between the Contractor and its employees shall contain "no strike" clauses to prevent work stoppages. Contractor agrees that it shall use its best efforts to include in any and all such future union agreements last best offer arbitration provisions as to resolution of economic and other disputes at the end of the agreements to prevent work stoppages. Contractor shall provide the Authority with a copy of any and all union agreements and any amendments thereto, which relate to the provision of the Housekeeping and Set-Up Services at the Convention Center.

19. Coordination of Services. As an essential condition of the Agreement, Contractor shall coordinate its services and work in harmony with parties performing other services or work for the Authority or in the Convention Center.

20. Uniforms/Accessories.

(a) The Contractor will provide and maintain uniforms for all full time employees. Selection of type, color, style and dress code of uniforms will be subject to the discretion and approval of the Authority. If requested by the Authority, the uniforms will include an insignia or other identifying information. The Contractor agrees to provide a choice of uniform styles at the Authority's request. Part-time employees shall not be required to wear complete uniforms but rather shall wear appropriate attire as required by the Authority and a smock or jacket as a partial uniform. The work clothes and the smock or jacket must conform to Authority requirements. The appearance of employees is the Contractor's responsibility.

(i) Contractor shall purchase a reasonable number of uniforms, as approved in advance by the Authority, necessary to provide the Housekeeping and Set-Up Services. The Authority shall reimburse Contractor for the costs of such uniforms at vendor invoice with no mark-up.

(ii) The costs of the such uniforms shall be considered an additional Direct Expense reimbursable as provided in subparagraph 8(a) (ii) of this Agreement.

(b) Authority identification badges shall be worn at all times by all of Contractor's personnel.

(c) The Contractor shall furnish its employees with hand held, two-way radios. The Authority may require these radios to operate on the same frequency as the Authority's two-way radios. The Contractor shall furnish a minimum of five (5) radios the costs of which shall be considered an additional Direct Expense reimbursable as provided in subparagraph 8 (a) (ii) of this Agreement. Contractor shall also be reimbursed for the costs of the purchase or rental of any additional radios requested by the Authority. The Contractor shall be responsible for the service, maintenance and replacement of these two-way radios.

21. Reservation of Rights by Authority.

(a) The Authority shall not be responsible for any materials, supplies, vehicles, goods, merchandise or equipment used, maintained or stored by Contractor at the Convention Center, nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism and/or other causes.

(b) Nothing herein contained shall be held to limit or qualify the right of the Authority to the free and unobstructed use, occupation and control of the Convention Center and ingress and egress for itself, its Customers and invitees.

(c) Representatives of the Authority shall have the right to enter upon and have access to

all areas of the Convention Center used by the Contractor at all times.

(d) The Authority shall have the right, from time to time, to inspect on a confidential basis any written contracts between the Contractor and third parties which relate to the provision of Housekeeping and Set-Up Services at the Convention Center.

22. Audit and Accounting Controls.

(a) The Contractor shall keep at its corporate headquarters in Philadelphia an accurate and complete set of books and records respecting Housekeeping and Set-Up Services in accordance with generally accepted accounting principles as the Authority's auditors may require, including employee and equipment costs, and the Contractor shall allow the Authority's auditors and/or other designees at all reasonable times to inspect the said books and records. In addition, upon the request of the Authority, the Contractor agrees to deliver the aforesaid books and records to the Authority's offices in Philadelphia or to the offices of the Authority's auditors or other designees, within seventy-two (72) hours after such request is made by the Authority to the Contractor.

(b) Throughout the Term or Renewal Period of this Agreement, Contractor shall submit to the Authority upon request its financial statements. The Contractor agrees that the financial statements shall include an explanation of income and expense reporting practice procedures and controls utilized by the Contractor. Any overpayments or underpayments of compensation to the Contractor shall be determined and any necessary adjustments in payment shall be made within thirty (30) days thereafter.

(c) The Contractor agrees that all financial settlements, reports and billings rendered to the Authority under this Agreement shall accurately reflect the facts of all activities and transactions handled for the Convention Center's account, and may be relied upon as being complete and accurate in any further recording or reporting made by the Authority for any purpose.

23. Payment of Costs. The Contractor agrees to pay promptly all invoices, bills, expenses, payroll and employee benefits properly incurred by Contractor, and its employees in the performance of this Agreement. Contractor also agrees to pay promptly any and all of its subcontractors involved in the performance of this Agreement. In no event shall the Authority have any liability for any costs incurred by Contractor, its employees or subcontractors.

24. Waiver of Liens.

(a) The Contractor will not at any time suffer or permit any lien, attachment or other encumbrance, under any laws of this Commonwealth or any other State or Commonwealth, or the federal government, by any persons whomsoever to be put or remain on any property of the Authority or on the buildings or premises into or upon which any work is done or materials are furnished under this Agreement by reason of any claim or

demand against the Contractor.

(b) The Contractor agrees to waive and does hereby waive and relinquish, on behalf of the Contractor and any, or all subcontractors, mechanics, journeymen, laborers, materialmen or persons performing labor upon or furnishing materials and machinery for such property or improvements of the Authority through the Contractor, all rights to a lien upon the buildings or premises, or the Authority's leasehold interest therein, into or upon which any work is done or materials are furnished under this Agreement. As evidence of same, the Contractor shall execute and deliver to the Authority a waiver of mechanics' liens in the form required by the Authority attached hereto as Exhibit "F".

25. Taxes and Fees. The Contractor shall pay all license fees, taxes and all sales taxes on the products or services which the Contractor provides hereunder, including but not limited to all federal, state and local taxes, workers' compensation payments, unemployment insurance, payroll and other taxes with respect to services provided under this Agreement, and all other taxes arising from the Contractor's operation hereunder at the Convention Center.

26. Compliance with Laws. The Contractor shall strictly comply with the Applicable Law governing the performance of Contractor's rights and obligations under this Agreement, including, without limitation, the procuring and maintaining of all necessary licenses and permits, which shall be displayed at appropriate locations in the Convention Center as designated by the Authority.

27. Anti-Discrimination Policy. The Contractor shall implement the Anti-Discrimination Policy set forth in Exhibit "H" hereto. The Contractor acknowledges receipt of the Authority's Anti-Discrimination Policy (Exhibit "G") and shall adhere to the Authority's Anti-Discrimination Policy which is hereby incorporated by reference. Within ten (10) days of execution of this Agreement, Contractor agrees to provide the Authority with a copy of any agreement(s) it may have with third parties regarding Contractor's compliance with this Paragraph 27. Contractor shall also provide Authority with copies of any amendment(s) to such agreements. Contractor further agrees to provide the Authority with quarterly reports which may include but not be limited to certified payroll and Equal Employment Opportunity reports, for the purpose of monitoring compliance hereunder.

28. Liability and Indemnification.

(a) The Contractor shall be liable to the Authority for all losses, costs, damages, expenses and attorneys' fees whatsoever which the Authority may suffer, sustain, pay or incur, by reason of the breach of this Agreement by the Contractor or by reason of any warranty or representation of Contractor being incorrect or misleading in any respect.

(b) The Contractor shall indemnify, defend and hold harmless the Authority and the Commonwealth of Pennsylvania, its officers, directors, employees, agents and licensees collectively and individually, the "Indemnified Party") from and against all actions, proceedings,

claims, demands, losses, costs, damages and expenses whatsoever (including without limitation, attorneys' fees, court costs and costs of investigation) which may be brought against or suffered by the Indemnified Party or which it may sustain, pay or incur, to the extent occasioned wholly or in part, by reason of, or on account of any negligence, act or omission by Contractor or Contractor's employees, agents, subcontractors or invitees or any injury, illness or death of persons and/or damage to property arising out of, or incidental to, the Contractor's provision of the Housekeeping and Set-Up Services pursuant to this Agreement and the Contractor's license to use portions of the Convention Center.

(c) This indemnity shall survive termination of this Agreement. The rights of the Authority under this Paragraph shall be in addition to and not in limitation of the rights, remedies, damages or recourse to which the Authority may be otherwise entitled under this Agreement, in law or in equity. In the event of any claim or demand made against any Indemnified Party, the Authority may in its sole discretion reserve, retain or apply any monies due to the Contractor hereunder for the purpose of resolving such claims.

29. Insurance.

(a) The Contractor shall comply with all applicable insurance and fire prevention laws, rules, regulations and requirements of the Authority, the Commonwealth of Pennsylvania and of all legally constituted insurance authorities, including, without limitation, the Authority's risk management program, policies and procedures.

(b) At the time of the execution of this Agreement, the Contractor is to furnish and deposit with the Authority certificates of insurance respecting all required insurance coverages designated herein together with evidence that the premiums for such insurance have been paid. If the insurance coverage is provided under a master policy, the Contractor will provide information to the Authority's insurance broker sufficient to confirm that the Contractor has the coverages required hereunder. At least thirty (30) days prior to the expiration of any policy required under this Agreement, Contractor shall deliver to the Authority a certificate of insurance evidencing the renewal of such policy, together with receipts for payment of the premiums required therefor. All coverages shall be issued by an insurance company authorized by law to carry on business in the Commonwealth of Pennsylvania, and having an A.M. Best rating of A+ or better and/or which is otherwise acceptable to the Authority. Coverages are to include the following at the sole cost and expense of the Contractor:

(i) Commercial comprehensive general liability coverages shall be provided with limits of liability of not less than the following for bodily injury and/or property damage and personal/advertising injury: One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) general aggregate; One Million Dollars (\$1,000,000) products/completed operations aggregate; One Million Dollars (\$1,000,000) personal and advertising injury limit.

(ii) Business automobile liability coverages shall be provided with limits of not less

than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage. Coverages are to include all owned, hired and non-owned automobiles.

(iii) Workers' compensation coverages shall be provided for Contractor's employees with Pennsylvania statutory limits including employer's liability with limits as follows: bodily injury by accident – Five Hundred Thousand (\$500,000) each accident; bodily injury by disease Five Hundred Thousand (\$500,000) policy limit; bodily injury by disease – Five Hundred Thousand (\$500,000) each employee.

(iv) Commercial umbrella excess liability coverages shall be provided with limits of liability of not less than Ten Million Dollars (\$10,000,000) each occurrence and in the aggregate, where applicable, excess of the coverages described in subparagraphs (i), (ii) and (iii) above.

(v) Standard all-risk coverage covering the materials, supplies, equipment and furnishings described in this Agreement and located on- and off- site of the Convention Center shall be provided. Limits shall be carried equal to the replacement cost of the materials, supplies, equipment and furnishings and the complete inventory value of the Contractor Supplied Equipment. A deductible of no more than Five Thousand Dollars (\$5,000) per occurrence shall be provided. Any loss caused by the Contractor (or a party for whom Contractor is responsible) which is under any deductible amount is the sole responsibility of the Contractor.

(vi) Standard all-risk coverage covering any improvements made by the Contractor. Limits shall be carried equal to an amount not less than the replacement cost of the improvements.

(vii) All-risk legal liability coverage with limits of liability of not less than One Million Dollars (\$1,000,000) for damage to property of others in the care, custody or control of the Contractor.

(viii) The insurance coverages described in this Agreement shall also include the following:

(1) Sixty (60) days prior written notice of cancellation, material reduction of coverage or non-renewal shall be given to the Authority.

(2) The Authority, the Commonwealth of Pennsylvania, and the City of Philadelphia shall be named as additional insureds, as required by the Authority with respect to certain coverages.

(ix) The Contractor is responsible for and shall require all servicemen, deliverymen and subcontractors to provide to it, prior to the provision of any materials or services, certificates of insurance of their comprehensive general liability, automobile

liability, and workers' compensation coverages as described above and with written notice of cancellation and waiver of subrogation in favor of the Contractor and the Authority. Also, the Contractor and the Authority shall be named as additional insureds.

30. Waiver of Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees, provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy of either party does not presently contain provisions which permit such a waiver, each party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation.

31. Utilities. The Authority shall, at its cost and expense, make arrangement with the local public service agencies to furnish electricity, natural gas and water to the Convention Center in amounts deemed appropriate by the Authority for the proper functioning of the Convention Center. The Authority shall provide electrical power and electrical outlets to the Housekeeping Office and Storage Areas. In the event that the Contractor determines that additional special utility requirements are needed, it shall so advise the Authority and, if such special requirements result in additional costs, the Authority shall determine which party shall have responsibility for such additional costs.

Notwithstanding anything herein to the contrary, the Authority shall not be liable to Contractor or anyone in damages or otherwise, for failure to furnish or delay in furnishing any service which the Authority may be obligated to furnish or cause to be furnished under any circumstances, including any failure to furnish or delay in furnishing occasioned by repairs, renewals of services or improvements, by any labor controversy, by any failure or inability to secure water, electricity, natural gas or other utilities at the Convention Center from public utility companies as aforesaid, by any accident or casualty, by any act or default of the Contractor or other parties, or by any other cause.

32. Force Majeure. The obligation of any party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot, invasion, fire, accident, strike or walkout, or slow down or concerted interruption of or interference with work, or by government interference, regulation, appropriation, or rationing or by inability to secure goods or materials or shipments or because of other conditions similar to those enumerated above, beyond the control of the party obligated to perform.

33. Performance by the Authority. In the event that the Contractor is unable or unwilling, including, without limitation, by reason of any of the force majeure events set forth in Paragraph 32 above, to provide part or all of the Housekeeping and Set-Up Services or to perform any other obligation of the Contractor hereunder, the Authority is duly authorized to provide (and to

authorize others to provide) such Housekeeping and Set-Up Services or any portion thereof or to perform such other obligations of the Contractor hereunder, in such manner as the Authority may deem proper and to charge the Contractor for any costs incurred by the Authority in excess of those costs that would have been incurred if the Contractor had provided the services, except that in the case of the performance by the Authority of any obligation of the Contractor other than performance of the Housekeeping and Set-Up Services, the Contractor shall be charged for all costs incurred by the Authority without such limitation. Any such costs shall bear interest at the rate of twelve percent (12%) per annum until paid and if not paid by Contractor upon demand same shall be deducted by the Authority from any compensation due to Contractor hereunder.

34. Termination of Agreement.

(a) *Termination of Contractor for Cause.* In the event that Contractor shall fail in any manner to perform any duty, obligation or undertaking hereunder, including, but not limited to, the obligation to perform in accordance with an agreed schedule and Contractor has failed to cure the non-performance immediately but not later than twenty-four (24) hours after written notice thereof is given to Contractor, or if any representation or document of Contractor shall prove to be false or misleading, the Authority may at any time thereafter terminate this Agreement after written notice of termination is given by the Authority. Upon giving such notice, the Authority shall have the right to immediately provide or authorize others to provide the Housekeeping and Set-Up Services or to perform any other obligations of the Contractor under this Agreement in such manner as the Authority shall deem proper. Such termination shall be in addition to any other rights, remedies, damages, or recourse to which the Authority may be entitled under this Agreement, in law or equity and the exercise of the right of termination shall not constitute a waiver of any such rights. If the Contractor should ever cease or suspend operations under this Agreement during the Term of this Agreement, in addition to any other remedies under this Agreement or under the law, the Authority, at its option and without serving the notice otherwise required in this Paragraph, may terminate this Agreement. Any termination for cause under this subparagraph 34(a) which is later determined to have been improperly made shall automatically become an "Other Termination by Authority" subject to the provisions of subparagraph 34(c).

In the event of termination under this subparagraph 34 (a), Contractor shall be entitled to compensation calculated in accordance with subparagraph 35 (c) hereof for such services as have been satisfactorily performed by the Contractor up to the date of termination, reduced to the extent of any additional costs occasioned to the Authority by reason of Contractor's default.

(b) *Termination by Contractor.* If the Authority shall fail to pay undisputed sums due under this Agreement within thirty days (30) after such sums become payable (unless due to a failure by the Contractor to perform its duties hereunder), Contractor shall have the right to terminate this Agreement ten (10) days after providing Authority with written notice of intent to terminate, provided, however, that if the Authority cures said default within such period such termination shall not become effective. Upon such

termination Contractor shall be entitled only to compensation for all services performed to the date of termination as described in subparagraph 35 (c).

(c) *Other Termination by Authority.* The Authority may terminate this Agreement with or without cause at any time under this subparagraph 35(c) to be effective thirty (30) days after written notice of intention to terminate this Agreement has been given by the Authority to the Contractor. Upon such termination, Contractor shall be paid any compensation outstanding for the period prior to the date of termination. The payments to be made to Contractor under this Paragraph 34 are Contractor's sole remedy and right with respect to a termination under this Agreement.

35. Bankruptcy. Should the Contractor, during the term of this Agreement, make any assignment for the benefit of its creditors or voluntarily or involuntarily be declared bankrupt, or if a receiver or liquidator shall be appointed to administer the Contractor's affairs, this Agreement shall, at the sole discretion of the Authority, be automatically and without notice canceled and terminated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee or liquidator is appointed.

36. Removal of Property. Upon the expiration or termination of this Agreement, the Contractor shall surrender vacant broom-cleaned possession of the areas of the Convention Center used by it and should the Authority so require, the Contractor shall remove at its expense and without damaging the Authority's property any Contractor Supplied Equipment and any other property owned by Contractor in the Convention Center.

If any Contractor Supplied Equipment or other property required by the Authority to be removed from the Convention Center is not removed by the date of termination, the Authority shall have the option, exercisable in its sole discretion, to either remove the same at Contractor's cost, risk and expense or to consider such property abandoned and to retain the same or any part thereof without payment or reimbursement to the Contractor.

37. Advertising. The Contractor shall not use the trademarks, symbols or trade name or names of the Convention Center or the Authority directly or indirectly, in connection with any production, promotion, service, publication, public statements, public discussions, or advertising without the prior written approval of the Authority.

38. Non-Waiver. No waiver by the Authority of any default, breach or non-observance by the Contractor from time to time in respect of any covenant, provision or condition herein contained shall operate as a waiver of the Authority's rights hereunder in respect to any continuing or subsequent default, breach or non-observance, or operate so as to defeat or affect in any way the rights of the Authority in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the Authority save only, an express waiver in writing.

39. Notice.

(a) All notices, demands, requests or other communications required or permitted under the terms of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by any party, shall be sent to the parties as follows:

If to the Authority:

James K. Lewis
General Manager
Pennsylvania Convention Center Authority
One Convention Center Place
1101 Arch Street
Philadelphia, PA 19107-2299

With Copy to:

Shamyune Jones, Esquire
Compliance Officer
Pennsylvania Convention Center Authority
One Convention Center Place
1101 Arch Street
Philadelphia, PA 19107-2299

If to the Contractor:

David Rivers
Chief Executive Officer
Team Clean, Inc.
4747 South Broad Street, Building 101
Suite 110
Philadelphia, PA 19112-1302

Notices may be given on behalf of any party by its legal counsel.

(b) Each such notice, demand, request or other communication shall be deemed to have been properly served for all purposes if (i) hand delivered against a written receipt of delivery, (ii) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery.

(c) Each such notice, demand, request or other communication shall be deemed to have been received by its addressee (i) if hand delivered, upon actual receipt by the addressee, (ii) if mailed, two business days after deposit thereof in the United States mail, or (iii) if sent by overnight courier service, one business day after delivery to the courier.

40. Prohibition Against Altering Facilities. The Contractor agrees not to make any

alterations or installations to the Convention Center without having first obtained the consent in writing of the General Manager or CEO of the Authority.

41. Subordination. This Agreement and everything herein contained shall be subordinate to any ground and underlying lease or leases and to any charge or charges (including mortgages, bonds, and all instruments supplemental thereto) and all renewals, modifications, consolidations, replacements and extensions thereof created, by the Authority in respect to the Convention Center and the Contractor hereby covenants and agrees that it will at any time and from time to time as required by the Authority during the term hereof and any extension or renewal, give all such further assurances relative to this proviso as may be reasonably required to evidence and effectuate this subordination of its rights and privileges hereunder to the holder or holders of any such ground and underlying lease or leases and charge or charges.

42. Successors and Assigns.

(a) The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, title or interest in or to the Agreement or any part thereof without the prior written approval of the Authority. Contractor shall not subcontract the whole or any part of the Housekeeping and Set-Up Services without the prior written approval of the Authority. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns.

(b) Contractor acknowledges and agrees that the Authority may collaterally assign the Authority's interest in the Agreement to the Commonwealth and Contractor hereby consents to such assignment and agrees to execute such additional documents as may be necessary to evidence Contractor's acknowledgment and consent.

43. Singular, Plural, Masculine and Feminine. Wherever the singular and masculine is used in the Agreement, it shall be construed as if the plural or feminine or neuter, as the case may be, had been used where the nature of the party or parties hereto so requires and the rest of any sentence, where such consultation is required, shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

44. Independent Contractor. In the operation of this Agreement, it is understood and agreed that the Contractor is an independent contractor and not an agent, servant, employee, partner or joint venturer of the Authority.

45. Captions. The captions of the paragraphs and subparagraphs of this Agreement are intended for convenience of reference only and in no way define, limit or describe the scope of or intent of this Agreement nor in any way affect this Agreement.

46. Applicable Law Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania,

notwithstanding any conflict-of-laws doctrines of said jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. With respect to any suit, action or proceeding relating to this Agreement, Contractor irrevocably (a) submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Courts sitting in the Commonwealth of Pennsylvania; and (b) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claims that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have jurisdiction over Contractor. Nothing in this Agreement shall preclude the Authority from bringing proceedings in any other jurisdiction nor will the bringing of proceedings in any one or more jurisdictions preclude the bringing of proceedings in any other jurisdiction.

47. Approval of the Commonwealth. This Agreement is expressly subject to approval by the Commonwealth of Pennsylvania ("Commonwealth") by resolution. Notwithstanding the fact that the Contractor may commence services pursuant to this Agreement prior to Commonwealth approval, the Contractor understands that (i) the Authority is making no representation or warranty that such approval will occur, (ii) the Authority has no obligation to take any action to encourage or otherwise influence Commonwealth to approve this agreement and (iii) the Authority shall have no liability or obligation to the Contractor in the event that such approval is not obtained except for payment for services satisfactorily rendered prior to the date of termination based upon failure to obtain the approval by Commonwealth. Such payment is Contractor's sole remedy and right with respect to a termination of this Agreement by reason of failure to obtain Commonwealth approval.

48. Consents and Approvals. In any instances in which either party to this Agreement shall be, requested to consent to or approve any matter with respect to which such party's consent or approval is required by any provision of this Agreement, such consent or approval shall be in writing and shall be given or denied in the sole and absolute discretion of the party from whom the consent or approval is sought, unless the provisions of this Agreement shall expressly provide for a different standard.

49. Confidentiality. All data contained in the documents and/or files supplied by the Authority either prior to or after the execution of this Agreement are to be considered confidential and shall be solely for the use of the Contractor in meeting its obligations pursuant to this Agreement. Contractor shall use reasonable care to protect the confidentiality of any data.

50. Ownership of Work Product. Data, records, files, computations and other work of Contractor produced in connection with Contractor fulfilling its obligations under this Agreement ("Work Product") shall become the property of the Authority and the Authority shall be entitled to use any such Work Product in any way it desires. Contractor shall furnish, promptly on demand by the Authority, at the Authority's expense, a complete set of all Work Product existing as of the date of such demand which had not been previously delivered.

51. No Solicitation/Conflicts of Interest.

(a) Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or consultant.

(b) To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority, has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of the Contractor. If any such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information shall be made to the Authority.

52. Remedies and Severability. The remedies provided to the Authority or otherwise available to the Authority for the enforcement of performance of the covenants, conditions and agreements contained herein are cumulative and concurrent and may be pursued singly or successively or together at the sole discretion of the Authority, and may be exercised from time to time as often as occasion therefor shall occur. The terms of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.

53. Time of the Essence. Time is of the essence in the performance by Contractor of its obligations under this Agreement. An essential covenant and condition precedent to the Authority's obligations hereunder shall be the Contractor's performance of all of its obligations as and when required under this Agreement.

54. Joint and Several Liability. If Contractor constitutes more than one party, all parties which constitute Contractor shall be jointly and severally liable with respect to the obligations hereunder.

55. Representations and Warranties of the Contractor. The Contractor hereby represents, warrants and covenants to the Authority that as of the date of this Agreement and continuing through the Term:

(a) The Contractor has the full power and authority to execute, deliver and perform this Agreement. This Agreement constitutes the legal, valid and binding agreement of the Contractor, enforceable against the Contractor in accordance with its terms.

(b) Any consents or approvals necessary under any agreement to which the Contractor is a party or under Applicable Law which are required for this Agreement to be effective in accordance with the terms set forth herein have been obtained, subject only to

the approval of the Commonwealth as referred to in Paragraph 48.

(c) The execution of this Agreement shall not cause the Contractor to breach or be in default under any other agreement.

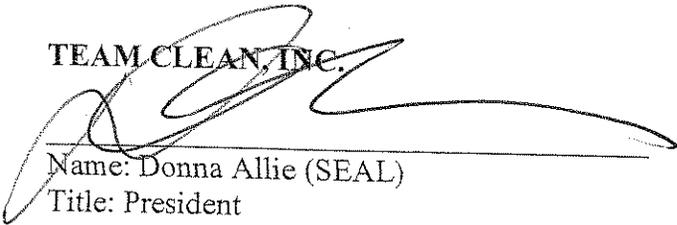
56. The Act: Entire Agreement. The parties hereby incorporate all of the provisions of the Act by reference thereto and agree to be bound by the Act. In the event of any conflict between the terms of this Agreement and the Act, the terms of the Act shall govern. This Agreement represents the entire integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Authority and Contractor.

57. Contractual Relationships. Nothing contained in this Contract is intended to or shall have the effect of creating any rights in any third party against the Authority or its agents and representatives.

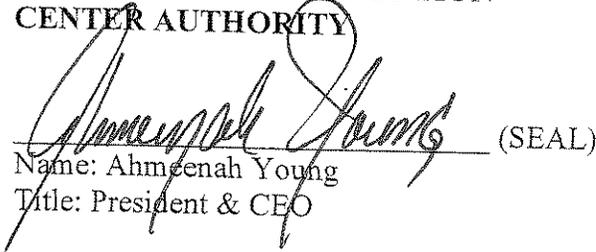
58. Survival. Notwithstanding any presumption to the contrary, all covenants, conditions, representations and warranties contained in this Agreement which, by their nature, impliedly or expressly, involve performance, in any particular after the expiration or earlier termination of this Agreement, or which cannot be ascertained to have been fully performed until after such expiration or earlier termination, shall survive the expiration or earlier termination of this Agreement. This provision shall be effective as to all such covenants, conditions and representations, notwithstanding that as to some of them, it may be expressly stated that they survive. Without limiting the generality of the foregoing, it is agreed that the provisions of Paragraph 28 hereof shall survive the expiration or earlier termination of this Agreement

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals dated the day and year first above written.

TEAM CLEAN, INC.


Name: Donna Allie (SEAL)
Title: President

**PENNSYLVANIA CONVENTION
CENTER AUTHORITY**


Name: Ahmeenah Young (SEAL)
Title: President & CEO

Attest: _____
Title: _____

EXHIBIT "A"

Typical Housekeeping Service Functions

Contractor will be responsible for developing detailed specifications of all housekeeping services to be performed by Contractor pursuant to this Agreement, which specifications shall be subject to the approval of the Authority and which shall be amended from time to time at the request of the Authority. The following are examples of typical work functions to be performed by Contractor. Performance of work to be handled by the Contractor is not limited to these functions:

I. Housekeeping

a) Entrances

i. Mats and Carpet – Shall be free of spots, stains, gum, dirt, and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil, and cleaner residue.

ii. Glass and Metal Surfaces – Shall appear streak-free, film-free, and uniformly clean, including the elimination of dust and soil from sills and ledges and heat registers.

iii. Corners/Thresholds – Shall be free of dust, dried-soil, crud, finish build-up, and debris. The areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried slurry.

iv. Floors and Covebases – Shall be free of dust, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied those results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

v. Walls and Fixtures – Shall be free of dust, and soil without causing damage. These surfaces shall appear visibly and uniformly clean, including the elimination of film, streaks, and cleaner residue.

b) Elevators and Escalators

i. Tracks – Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

ii. Lights – Shall be free of dust, soil, and stains without causing damage. Diffusers shall remain in proper position; they shall appear streak-free, film-free, and uniformly clean.

iii. Walls and Doors – Shall be free of dust, soil, spots, and stains without causing damage. They shall appear streak-free, film-free, and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

iv. Floors, Carpet and Covebases – Shall be free of dust, dried-soil, soil, gum, spots, stains, and other debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and covebases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil, and foreign objects.

c) Corridors, Exhibit Halls, and Concourses

i. Floors and Covebases – Shall be free of dust, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

ii. Walls and Fixtures – Shall be free of dust, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

iii. Water Fountains – Shall be free of dust, soil, scale, and water spots without causing damage. Brightwork shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

d) Stairwells

i. Rails and Walls – Shall be free of dust, dried-soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, or cleaner residue.

ii. Steps and Landings – Shall be free of dust, dried-soil, gum, spots, stains, and debris. This shall include risers and covebases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue, or film.

e) Restrooms

Special note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the team. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

i. Dispensers – Shall be free of dust, dried soil, bacteria, and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.

ii. Hardware - Shall be free of dust, dried soil, bacteria, and soil without causing damage. Chrome, stainless steel, and other polished metals shall appear visibly and uniformly clean, disinfected, and polished to a streak-free shine. This shall include the elimination of polish residue.

iii. Sinks – Shall be free of dust, bacteria, soil, cleaner residue, and soap film without causing damage. They shall appear visibly and uniformly clean, and polished dry. This shall include the elimination of streaks, embedded soil, film, and water spots.

iv. Mirrors – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free and uniformly clean.

v. Toilets and Urinals – Toilets, toilet seats, and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue, and scale without causing damage.

These fixtures shall appear visibly and uniformly clean, disinfected, and polished dry. This shall include the elimination of streaks, film, and water spots.

vi. Partitions – Shall be free of dust, soil, and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected, and polished dry. This shall include the elimination of streaks and film.

vii. Waste Containers – Contents shall be removed from waste container, and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff, and the presence of an offensive odor emitting from the container.

viii. Walls and Doors – Shall be free of dust, soil, spots, and stains without causing damage. These surfaces shall appear visibly and uniformly cleaned/disinfected. This shall include the elimination of film, streaks, and cleaner residue. Ceramic walls and wainscots and metal kick plates, handles, and push plates on doors shall also be polished-dry.

ix. Floors and Baseboards - Shall be free of dust, soil, gum, stains, and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and covebases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

x. Air Vents – Shall be free of dust and soil, and appear visibly and uniformly clean. This also pertains to air distribution louvers/diffusers and exhaust vents, except that Proposer will not be responsible for industrial intake vents or diffusers for the major mechanical systems in the facility.

xi. Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

f) Offices, Meeting Rooms, and Dressing Rooms

i. Furniture and equipment – Shall be free of dust, dried soil, and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, and film.

ii. Telephones – Shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished-dry.

iii. Lamps – Shall be free of dust, dried-soil, and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue, and film.

iv. Walls and Doors - Shall be free of dust, dried-soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

v. Waste Containers – Contents shall be removed from waste container, and can liners replaced as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff, and the presence of an offensive odor emitting from the container.

vi. Partitions – Shall be free of dust, soil, and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue.

vii. Floors, Carpet and Baseboards – Shall be free of dust, soil, gum, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine. Floors and covebases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil, and foreign objects.

viii. Air Vents – Shall be free of dust and soil. This also pertains to air distribution louvers/diffusers and exhaust vents. They shall appear visibly and uniformly clean.

g) Windows

i. Glass – Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds, and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue.

h) Exterior

i. Exterior and Sidewalks – Shall be free of dust, soil, gum, stains, litter, and debris.

ii. Terrace Area – Shall be free of dust and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, dust and film.

iii. Planters and Flowerbeds – Shall be maintained with light landscaping, including but not limited to watering and removal of debris and weeds from April through September, as needed and as requested by the Authority.

iv. Doors and Thresholds – Shall be free of dust, dirt, and debris build up including but not limited to where doorframes and thresholds meet exterior surfaces.

i) Miscellaneous

i. Air Vents– Shall be free of dust and soil. This also applies to air distribution louvers/diffusers and exhaust vents. They shall appear visibly and uniformly clean.

ii. Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

II. Set-Up.

a. General.

Set-up service for events and shows is a critical requirement for the Center. Set-up services include the oversight and management of labor involved with the placement of Furniture, Fixtures, and Equipment (“FF&E”) in a timely fashion throughout the facility on a time and materials basis, as necessary. Specific tasks include i) retrieval of PCCA owned FF&E; ii) configuration of FF&E as per the directions or diagrams provided by PCCA; and iii) return of FF&E to its original location. Contractor must have the capability to install

and dismantle tables, chairs, and risers; and operate partitions, exhibit hall walls and other equipment as directed by the PCCA. Contractor must plan to complete the following objectives as they relate to Set-up Responsibilities:

b) Management

Supervise and implement a Quality Control program to manage all Set-up services throughout the facility. Identify and describe any 'economies of scale' that may be achieved by cross utilizing management and staffing for general housekeeping, event house keeping, and Set-up Services. Ensure that the FF&E is handled with care, in a safe manner, and stored properly.

c) Storage of FF&E

All FF&E must be kept in its place per this storage plan when not in use.

d) FF&E Handling

Oversee proper handling of PCCA FF&E in order to minimize damage and to ensure that broken/damaged FF&E is not placed for use in the facility

e) Interaction with Food and Beverage Vendor

Communicate with the PCCA's Food and Beverage vendor to maximize the efficiency of set-up for meetings and events. Provide a detailed list of areas to be cleaned based on the following schedule:

- a. Daily
- b. Weekly
- c. Quarterly
- d. Monthly
- e. Annually

f) Recycling

Contractor must comply with, and support, all recycling efforts as established by the PCCA. Our goal is to maximize that amount of recyclable waste materials, and minimize the waste that is deposited in landfills. The contractor is responsible to collect all

waste, and see that it is deposited in the appropriate dumpster. Contractor must design a 'single stream' recycling plan tailored specifically to PCCA's facility.

g) Green Cleaning

Contractor will be required to use green cleaning materials as designated by Green Seal, and approved by the PCCA.

EXHIBIT "B"

Pennsylvania Convention Center Authority Code of Conduct

I. PREAMBLE

The Pennsylvania Convention Center is a public facility created by the Commonwealth to benefit the general public by promoting business, industry, commerce and tourism within the City of Philadelphia and the Commonwealth of Pennsylvania. It is critically important to achieving that goal that the individuals working at the Pennsylvania Convention Center conduct themselves in accordance with the highest standards at all times. This Code of Conduct is designed to help ensure that all such individuals conduct themselves in a friendly, courteous, and respectful manner so as to reflect well on the citizens of the City of Philadelphia and the Commonwealth of Pennsylvania. Working in the Pennsylvania Convention Center facility is a privilege, not a right, and is conditioned upon compliance with this Code of Conduct.

II. APPLICATION

This Code of Conduct applies to all individuals working on the premises of any facility operated by the Pennsylvania Convention Center Authority, including employees of contractors, subcontractors, vendors, exhibitors and show management. The violation of any of the rules contained in this Code of Conduct, as determined by the Pennsylvania Convention Center Authority after an appropriate investigation, may result in the violators being barred from working at the facility, operated by the Pennsylvania Convention Center Authority.

III. RULES

A. IDENTIFICATION

All workers must wear appropriate identification when on the Pennsylvania Convention Center premises.

B. PARKING

Parking is not permitted on the Pennsylvania Convention Center loading docks or premises without the written authorization of the Pennsylvania Convention Center Authority.

C. ACCESS TO FACILITY

1. Access to Pennsylvania Convention Center facilities is a privilege which may be withdrawn from any individual who violates any provision of this Code of Conduct.
2. All workers must use only the entrance and exits designated for their use by the Pennsylvania Convention Center Authority.
3. No workers are permitted in any area of the Pennsylvania Convention Center other than their designated work area at any time during their call. Access to areas other than designated work areas is prohibited. At the completion of a call, all workers must promptly sign out and leave the premises.

D. SOLICITATION OF TIPS, GRATUITIES AND WORK

1. No one may solicit or accept tips, loans, gifts, gratuities, favors, passes, tickets, admission to any event or entertainment or any other item of value from any of the Pennsylvania Convention Center's prospective or actual customers, guests, exhibitors, licensees, clients, contractors, or suppliers of services or goods.
2. No threat, pressure or coercion may be used by any person where the object is to influence any of the Pennsylvania Convention Center's customers, users, licensees, exhibitors, clients, contractors, suppliers or attendees to use any particular vendors, products or services.

E. ACCESS TO EVENTS

No one may use their identification badge or uniform as a means of admission into any event at the Pennsylvania Convention Center, unless that person is assigned to work there at the time admission is sought. No person may stay after the completion of their working time or assignment to attend an event. No person may attend an event during their working hours.

F. ALCOHOLIC BEVERAGES AND DRUGS

1. The sale, possession use of or reporting to work under the influence of alcoholic beverages and/or illegal drugs by workers during their call on Pennsylvania Convention Center premises is strictly prohibited.
2. All individuals working on the premises of the Pennsylvania Convention Center are subject to drug and alcohol testing in accordance with the drug and alcohol policy of the Pennsylvania Convention Center Authority as

may be adopted.

G. SOLICITATION

No one may solicit, sell or conduct any business on Pennsylvania Convention Center premises, unless specifically authorized to do so by the Pennsylvania Convention Center Authority.

H. POSTING OF NOTICES

The posting of any notices, signs or advertisements on Pennsylvania Convention Center property is prohibited unless approved by the Pennsylvania Convention Center Authority.

I. THEFT OR REMOVAL OF PROPERTY

No worker may have unauthorized possession of, purchase or remove any property, from a Pennsylvania Convention Center facility, except when registered as an attendee or attending as a ticketed guest. All discarded or abandoned material at the conclusion of an event shall be the property of the Pennsylvania Convention Center.

J. NO SMOKING POLICY

Smoking is not permitted in any interior portion of the Pennsylvania Convention Center. Smoking is permitted only outside, on the ramps to Hall A and Hall C. No one smoking on the exterior premises of the Pennsylvania Convention Center may block any entrance or exit of the Pennsylvania Convention Center.

K. FIGHTING/HORSEPLAY

Disorderly conduct, including horseplay, roughhousing, fighting, threats, abusive language or shoving by any individual working on the Pennsylvania Convention Center premises is prohibited.

L. DRESS CODE

Because of the public nature of the work environment at the Pennsylvania Convention Center, everyone subject to this Code of Conduct shall be properly attired for work. Any clothing bearing vulgar or offensive symbols, pictures, signs or language is prohibited. Individuals violating this provision of the Code of Conduct shall be removed from the Pennsylvania Convention Center's premises.

M. IMPROPER TREATMENT OF EXHIBITORS, SHOW MANAGEMENT, WORKERS, PENNSYLVANIA CONVENTION CENTER EMPLOYEES OR ATTENDEES

1. Individuals working at any Pennsylvania Convention Center facility must conduct themselves in a friendly, respectful and courteous manner when dealing with any workers, show management, contractors, exhibitors, Pennsylvania Convention Center employees and visitors to the Pennsylvania Convention Center.
2. No individual working at any Pennsylvania Convention Center facility shall attempt to intimidate or harass, either verbally or physically, any workers, any member of Show Management; any Contractor, Pennsylvania Convention Center employee or any exhibitor or attendee. This specifically prohibits verbal or physical threats or abuse of another individual, including but not limited to the congregation, of one or more individuals in an area to create a show of force.

N. WEAPONS PROHIBITED

No weapons of any kind are permitted on Pennsylvania Convention Center property.

O. REPORTS TO PENNSYLVANIA CONVENTION CENTER AUTHORITY

Every individual working at the Pennsylvania Convention Center is expected to report to a Pennsylvania Convention Center representative:

1. Damage to any property or equipment.
2. Theft or unauthorized possession of any property or equipment.
3. Any unsafe condition or activity, such as ice on the sidewalks, oil on the floor, etc.
4. Any unsafe condition or activity involving shows or the public attending events, such as emergency exits being blocked or crowd control problems.
5. Any emergency, such as fire or medical emergency.
6. Any and all accidents involving physical damage to the building or equipment.
7. Any accident involving injury to any individual.

P. VIOLATIONS

Any one determined by Pennsylvania Convention Center Authority to have violated any of these rules may be ejected from and/or prohibited from working on the premises of the Pennsylvania Convention Center.

Q. NO WORK INTERRUPTION

Every individual working on the premises of any facility operated by the Pennsylvania Convention Center Authority shall honor the principal of work first and

grieve later. Specifically, any disputes involving work assignments or jurisdiction by or between members of competing unions or the same union shall not result in any strikes, work slowdowns, sympathy strikes, interruptions of work, or any other job action or work stoppage of any kind, or threats of the any of the foregoing.

R. GENERAL PROVISION

1. This Code of Conduct provides general guidelines for the Pennsylvania Convention Center Authority's expectations regarding the conduct of individuals working at any Pennsylvania Convention Center facility. It is not intended to address every situation or behavior that may occur. The Pennsylvania Convention Center Authority reserves the right to impose appropriate remedial action for any inappropriate conduct not specifically covered in this Code.

2. The Pennsylvania Convention Center Authority as the owner of the Pennsylvania Convention Center is the final authority on the interpretation of this Code and on decisions relating to violations of the Code. The Authority reserves the right to alter or modify this Code of Conduct at any time.

EXHIBIT "C"

Key Personnel

Donna Allie, President
David Rivers, CEO
Joanne Wright, Vice President and General Counsel
Charles Gordy, On-Site Manager
Stanford Cuff, Director of Operations
Barbara Williams, Director of HR

EXHIBIT "D"

WAGE AND COMPENSATION SCHEDULE

Hourly Billing Rates for Non-Base Staff (for hours worked and payable time-off hours)

JOB CLASSIFICATION	HOURLY BILLING RATE	HOURLY BILLING RATE (OVERTIME)
Utility Non Set-Up Part Time/Probationary	\$21.26	\$28.99
Utility Set-Up Part Time/Probationary	\$22.27	\$30.51
Utility Non Set-Up	\$24.64	\$34.06
Utility Set-Up	\$25.65	\$35.58
Foreperson Non Set-Up	\$25.99	\$36.09
Foreperson Set-Up	\$27.01	\$37.61
Supervisor Non Set-Up	\$27.94	\$40.18
Supervisor Set-Up	\$33.01	\$47.78

EXHIBIT "E"

Authority Supplied Equipment

- (2) Low Speed Rotary Scrubbers
- (8) Upright Vacuum Cleaners
- (2) 30" Space Vacuum Cleaners, Advance
- (2) Portable Vacuum Cleaners, Pro-Team, Coach Vac
- (1) Pressure Washer, Simpson with hydro-scrub attachment
- (2) Carpet Extractors (Bonnet machines)
- (4) Tenant Noble Vacuums, ST37OBPAC, 37"*
- (1) Carpet Pile Lifter
- (2) Tenant Ride-on Sweepers, Tennant 3SSLP
- (2) Tenant Ride-On Scrubbers, Tenant S28LPSRS
- (2) 16 Gallon Wet/Dry Vacuums, Dayton
- (2) Von Schrader VS Mach 12 Carpet Extractors
- (1) Cimex Escalator Vacuum, X-46
- (1) Von Schrader VSI Carpet Extractor
- (1) Treadmaster Escalator Vacuum

The snow removal equipment includes:

Gravely Ride-on Tractor with blade and chains
Gravely Walk-behind Tractor
Gravely Power Brush - Kit
Toro Snow Thrower

EXHIBIT "F"

IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY

TO BE INDEXED AS FOLLOWS:

Team Clean, Inc.

Plaintiff

v.

PENNSYLVANIA CONVENTION
CENTER AUTHORITY

Defendant

WAIVER OF LIENS DOCKET

AND ALSO AS FOLLOWS

NO.

PENNSYLVANIA CONVENTION
CENTER AUTHORITY

Plaintiff

v.

Team Clean, Inc.

Defendant

Premises: PENNSYLVANIA CONVENTION CENTER
1101 Arch Street
Philadelphia, Pennsylvania 19107

Waiver of Liens

THIS AGREEMENT made and concluded this _____ day of July 2010 between the Pennsylvania Convention Center Authority ("Owner") and Team Clean, Inc. ("Contractor");

THE BACKGROUND of this Agreement is as follows:

A. By a duly executed written agreement bearing even date herewith (the "Contract") Owner and Contractor have contracted for Housekeeping and Set-Up Services (the "Improvements") to be performed on real estate described as the Pennsylvania Convention Center Authority (the "Property"), and located on 11th and 12th Streets between Market Street and Race Street and on 12th and 13th Streets between Arch Street and Race Street in Philadelphia, Pennsylvania.

B. By the terms of the Contract, Contractor has covenanted, promised and agreed that no mechanics' or materialmen's lien or claims would be filed or maintained in the Property or any part thereof, or the curtilage or curtilages appurtenant thereto, either by himself or anyone else for or on account of any work, labor or materials supplied in the performance of the Contract, or under any supplemental contract or for extra work, in the erection, construction or completion of the Improvements on the Property or any of the curtilages appurtenant thereto.

NOW THIS AGREEMENT WITNESSETH:

1. The Contractor, for himself and anyone else acting or claiming through or under him, for and in consideration of the Contract and the considerations mentioned therein, and intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the Improvements or the estate or title of Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the Improvements or the Property or any part thereof or on credit thereof, and that all subcontractors, materialmen and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the Improvements, or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion

of the Improvements as to any work and labor done and materials furnished under the Contract.

3. In order to give the Owner full power and authority to protect himself, the Improvements, the Property, the estate or title of Owner therein, and the curtilage and curtilages appurtenant thereto, against any and all liens or claims filed by the Contractor or anyone acting under or through him in violation of the foregoing covenant, the Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for him, them, or any of them, in any such court, and in his or their name or names, (a) to the extent permitted by law, mark satisfied of record at the cost and expense of the Contractor or of any subcontractor or materialman, any and all claim or claims, lien or liens, filed in violation of the foregoing covenant, or (b) cause to be filed and served in the name of Contractor or any subcontractor or anyone else acting under or through him any pleading or instrument, or any amendment to any pleading or instrument previously filed by him or them to incorporate therein, as part of the record, the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the Court, term and number in which and where this Agreement shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor for himself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals dated the day and year first above written.

CONTRACTOR

Team Clean, Inc.



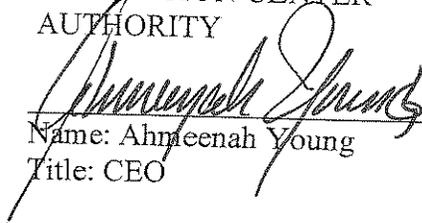
Name: Donna Allie (SEAL)

Title: President

OWNER

PENNSYLVANIA
CONVENTION CENTER
AUTHORITY

Attest: _____
Title: _____



(SEAL)

Name: Ahmeenah Young

Title: CEO

[If Owner or Contractor is a corporation, this agreement should be executed by its President or, Vice President, and its Secretary or Treasurer, and the corporate seal impressed. If either is a partnership, all partners should execute this agreement; and if either is an individual or partnership, all signatures should be witnessed.]

EXHIBIT "G"

ANTI-DISCRIMINATION POLICY

OF THE

PENNSYLVANIA CONVENTION CENTER AUTHORITY

**AFFIRMATIVE ACTION PLAN
for the
PENNSYLVANIA CONVENTION CENTER AUTHORITY**

Section 1. POLICY

It is the policy of the Pennsylvania Convention Center Authority (“Authority”) to promote the utilization of women and minorities in all phases of the design, operation, development, construction, and maintenance of the Pennsylvania Convention Center. In furtherance of this commitment, the Authority is adopting this Affirmative Action Plan (the “Plan”). The fundamental requirement of the Plan is that all contractors (both prime and subcontractors), vendors, and consultants, who engage in work for the Authority commit their “best efforts” to involve in such work as many women and minority-owned businesses as possible to provide equal opportunities to those persons.

“Best efforts” requires the bidder or proposer to show that it took necessary and reasonable steps which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain representation by minority and female contractors to assure equal opportunity, even if the efforts were not ultimately successful. Best efforts will include a consideration of outreach efforts to minority and female contractors, advertising concerning contracting opportunities, utilization of outside resources and opportunities to identify minority and female contractors and actual negotiations in good faith with interested minorities and women. The burden of proving that bidders or proposers have satisfied the “best efforts” requirement is based on a determination that the level of participation in any particular phase of the project is deemed to be “meaningful and substantial” under criteria adopted by the Authority.

The “best efforts” requirement may also be satisfied if it can be demonstrated that “meaningful and substantial” levels of participation are not possible for a legitimate reason.

“Meaningful and substantial” shall be interpreted by the Authority as meaning a level of participation which reflects the overall relationship of minorities and women to the general population of the Philadelphia, PA Five-County Statistical Area as defined by

entities entrusted with maintaining such reliable statistics. The Authority will consider the availability of **bona fide** minority and women-owned businesses and potential workers in the various areas of contracting or employment opportunities. Participation shall be measured in terms of the actual dollars received by women and minority-owned businesses (except in the case of a minority/female controlled joint venture), and actual hours worked by minority and female workers.

Section 2. PROCEDURES FOR IMPLEMENTATION

A. Statement of Objectives

The objectives set forth in this Affirmative Action Plan shall be articulated to the public in general, and to each contractor, subcontractor, assignee, lessee, agent, vendor, supplier, and consultant doing business with the Authority. The objectives shall be included in all Requests for Proposals, Invitations to Bid and other private or public solicitations made by the Authority.

B. Bidding and Solicitation Requirements

Prior to the dissemination of any Invitation to Bid, Request for Proposal, or any other solicitation, the Authority shall determine what level of minority and/or female participation is “meaningful and substantial” in connection with the Invitation to Bid or Request for Proposal, and shall include with this information with the solicitation documents, along with the names and addresses of **bona fide** minority and women-owned business enterprises (MBE/WBE) or sources of potential minority and female employees that are available for contracting or hiring opportunities in the area. All bidders or proposers shall be required to submit with their bids or proposals a detailed Affirmative Action Plan listing the names, addresses, dollar amounts and scope of work to be subcontracted to MBE/WBE’s and the positions to be filled by minorities and females in the trades and other areas of employment. If the level of MBE/WBE participation meets or exceeds the level determined by the Authority to be “meaningful and substantial”, there shall be a presumption of compliance with the Plan. If, however, the proposed level of MBE/WBE participation falls below the determined level, the bidder or proposer must prove to the satisfaction of the Authority that, notwithstanding its

“best efforts” its proposed level of MBE/WBE participation is the best that can be attained. Actions by a bidder/proposer which demonstrate “best efforts” include:

- 1) Advertising in general circulation media, trade association publications, and minority-focused media concerning subcontracting opportunities.
- 2) Participating in conferences and seminars specifically for the promotion of the affirmative action portion of the project.
- 3) The timely notifying of minority and women business enterprises and soliciting their participation on this project.
- 4) Providing sufficient information about plans, specifications, and requirements of the contract to interested minority and women-owned businesses.
- 5) Providing evidence of reasonable efforts to negotiate with minority and women-owned businesses for specific sub-bids, including the names, addresses and telephone numbers of minority and women-owned businesses that were contacted.

The Affirmative Action Plan shall be a part of the contract between the Authority and a vendor/contractor, and shall be enforceable as any other term or condition of the contract. No contract shall be awarded which does not have an acceptable Affirmative Action Plan.

C. Workforce Utilization

The Authority shall seek the cooperation of trade unions and labor organizations in seeking to encourage women and minorities to enter union apprentice programs. Where necessary, the Authority may require the development and implementation of employment and training programs to meet the policy objectives of the Plan. All contractors/vendors under contract with the Authority shall be required to submit monthly employment reports in the form of certified payroll records with minority and female designations. Contractors will be required to submit quarterly documentation of outreach to minority and female subcontractors.

D. Monitoring

The Authority staff shall monitor all affirmative action activities, including workforce utilization, and shall give the Authority Board monthly reports on the levels of minority and female participation. The Director of Affirmative Action shall verify contractors' Affirmative Action Plans and affirmative action efforts on a quarterly basis. Monitoring may include, among other things, visits to worksites and business offices to verify information given to the Authority.

E. **Sanctions**

An Affirmative Action Plan shall be a part of each contract between the Authority and a contractor/vendor, and shall be enforceable as any other contractual term or condition. Sanctions for breach of an Affirmative Action Plan may include penalties, cancellation of the contract and/or disbarment from future contracting opportunities with the Authority.

Section 3. STAFFING

To implement this Plan, the Authority will develop a staffing structure to facilitate and assist the attainment of the objectives stated herein. That structure shall include:

A. **Oversight Committee**

This Committee shall consist of representatives from the City and suburbs, business and labor, minority and women-owned businesses, and the Authority, and shall oversee the implementation of this Plan. Such oversight shall include periodically reviewing the affirmative action activities and reporting to the Authority, interacting with the public (both to disseminate information and to receive suggestions and criticisms) using persuasive measures to accomplish desired objectives and coordinating all aspects of the Convention Center as they relate to this Plan.

B. **Director of Affirmative Action**

The Authority shall have a Director of Affirmative Action, who will perform such duties as are delegated to him/her, to effectively implement this Plan.

C. **Other Staff As Necessary**

The Authority may hire other staff as necessary to implement this Plan.

Section 4. MISCELLANEOUS PROVISIONS

A. **Statutory Authority**

This Affirmative Action Plan is developed pursuant to the "Pennsylvania Convention Center Authority Act", Act of February 5, 2004 (No. 3).

B. **Scope**

This Plan shall apply to all employment and contracting by the Authority including all contracts for professional services, and shall apply to all contractors, subcontractors, assignees, lessees, agents, vendors and suppliers of the Authority.

C. Scheduling of Contract Opportunities

In order to facilitate the implementation of this Plan, the Authority shall make public all contracting or employment opportunities with as much advance notice as reasonably possible.

D. Certification

The Authority is committed to the utilization of **bona fide** minority and women-owned business enterprises, and, therefore, will require that each MBE/WBE be certified. An MBE/WBE may be decertified if, after investigation, it is determined that it is no longer a **bona fide** MBE/WBE.

E. Use of Pennsylvania Firms

The Authority recognizes the importance of the Convention Center to the economics of the Philadelphia Metropolitan Area, as well as the Commonwealth of Pennsylvania. In implementing this Plan, consistent with applicable State and Federal laws and regulations, preference will be given to providing employment and contracting opportunities to firms and individuals based within these areas.

F. Promotion of Minority and Female Participation

The Authority recognizes the importance of having “meaningful and substantial” minority and female participation in all phases of design, development, construction, maintenance and operation of the Convention Center (including contracts for professional services), and will act in such manner as to promote minority and female participation. Such actions may include, but not be limited to, technical and management assistance including assistance in obtaining insurance and bonding, to minority and female firms as required; as well as developing the Invitations to Bid or Requests for Proposals in such a way as to promote, rather than discourage, responses from minority and women-owned businesses. The Authority is committed to the successful implementation of this Plan.

Section 5. DEFINITIONS

Bona Fide Minority Business Enterprise shall mean a proprietorship, partnership or corporation owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational and managerial control, interest in capital and earnings commensurate with the percentage of ownership. To qualify as a bona fide minority business enterprise, the business must be

certified as a MBE by a governmental entity whose certification is acceptable to the Authority.

Bona Fide Women's Business Enterprise shall mean a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational and managerial control, interest in capital and earnings commensurate with the percentage of ownership. To qualify as a bona fide women's business enterprise, the business must be certified as a WBE by a governmental entity whose certification is acceptable to the Authority. Minority Group Members shall mean United States citizens who are Asian, Black, African American, Hispanic and Native Americans.

EXHIBIT "H"

Team Clean Inc.'s
Affirmative Action Program