

Agreement No. _____



SUB-AWARDEE AGREEMENT

This AGREEMENT made and entered into as of this _____ day of _____, 2011 (this Agreement) between INSTITUTE of GAS TECHNOLOGY dba GAS TECHNOLOGY INSTITUTE, an Illinois not-for-profit corporation, with offices located at 1700 S. Mount Prospect Road, Des Plaines, IL 60018 ("GTI"), and _____ with offices located at _____ ("SUB-AWARDEE").

WITNESSETH:

WHEREAS, GTI has entered into a Grant Agreement dated June 24, 2010 with the City of Chicago acting through its Department of the Environment ("SPONSOR") under Government Prime Contract No DE-EE002541 for the Chicago Area Alternative Fuels Deployment Project, CFDA No.81.086, CFDA No. Title "Conservation Research and Development" (the "Clean Cities Project") with the United States Department of Energy ("FEDERAL FUNDER"); and

WHEREAS, GTI desires to enter into an agreement for a portion of the work called for under the Grant agreement and the SUB-AWARDEE is willing to perform that work; and

WHEREAS, SUB-AWARDEE has represented that it is equipped and qualified to perform said work; and

WHEREAS, GTI desires to contribute to the cost of vehicle acquisitions or conversions by SUB-AWARDEE in connection with the work (as hereinafter defined), and to obtain and have the results of the Scope of Work disseminated for the benefit of the public; and

NOW, THEREFORE, the parties agree that SUB-AWARDEE shall furnish the materials, equipment, services, and all other necessary and related items for the performance of the program, all as more fully set forth in the following attachments to this Agreement, which are hereby made part of this Agreement:

- I. The Schedule, Including the SUB-AWARDEE's Scope of Work (Green Taxi Incremental Cost Allowance Program Description and Application form) attached therein as Exhibit A
- II. Exhibit B, FEDERAL FUNDER Special Terms and Conditions
- III. Exhibit C, Payment Requisition Form, Electronic Fund Transfer Form, and IRS W-9 Form
- IV. Exhibit D, EEO/AA Certificate of Compliance Form
- V. Exhibit E, Property Certification Form

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below.

INSTITUTE OF GAS TECHNOLOGY
dba GAS TECHNOLOGY INSTITUTE

SUB-AWARDEE

By: _____
signature

By: _____
signature

Fred M. Vitalo
Director, Contract Services

Name and Title of Signer

Date Signed

Date Signed

SCHEDULE

1. SCOPE OF WORK

- 1.1 SUB-AWARDEE shall perform the Scope of Work applicable to the SUB-AWARDEE as set forth in and substantially in accordance with SUB-AWARDEE's Scope of Work attached hereto as Exhibit A (Green Tax Incremental Cost Program Description and Application form) and is incorporated herein by reference (the "Scope of Work"). The Scope of Work includes purchasing vehicles (including vehicle conversion systems, if applicable) and reporting on the vehicles mileage and fuel use, as specified in Exhibit A.
- 1.2 SUB-AWARDEE warrants that the performance of the Scope of Work pursuant to this Agreement shall be done in a safe, proficient and professional manner and shall conform to the highest standards. SUB-AWARDEE shall adhere to all local, state and federal laws and regulations and ordinances applicable to the Scope of Work. Furthermore, SUB-AWARDEE shall obtain agreements to effectuate the provisions of this Agreement from all persons in its employ who perform any part of the Scope of Work under this Agreement.
- 1.3 Changes to the Scope of Work shall be made as directed by GTI or as necessary to comply with the SPONSOR and/or FEDERAL FUNDER requirements of the Clean Cities Project.

2. PERIOD OF PERFORMANCE

- 2.1 SUB-AWARDEE shall complete the Scope of Work in accordance with the following schedule:
 - (a) Effective Date - _____
 - (b) Final Vehicle Deployment Date- December 31, 2011
 - (c) Final Reporting Date- December 20, 2013
 - (d) Property Certification Form (Exhibit E) Submission Date - January 20, 2014

3. COSTS AND PAYMENTS

- 3.1 GTI shall fund the SUB-AWARDEE an aggregate amount of costs incurred not to exceed _____ Dollars US (\$_____.00 US) which amount shall be the "Agreement Cost Limitation". In addition, the total vehicle costs (including vehicle conversion costs, if applicable) SUB-AWARDEE is scheduled to spend, pursuant to Exhibit A, is _____ Dollars US (\$_____.00 US). The difference between the total vehicle costs (including vehicle conversion costs, if applicable) and the Agreement Cost Limitation, which is _____ Dollars US (\$_____.00 US), will be documented as cost share.
 - 3.1.1 By providing documentation of the vehicle costs (including vehicle conversion costs, if applicable), cost share requirements of this Agreement will be met.
 - 3.1.2 GTI shall pay SUB-AWARDEE upon approval by GTI's Technical Representative of SUB-AWARDEE's Payment Requisition Form (Exhibit C) and upon payment by SPONSOR of GTI's Payment Requisition Form which includes SUB-AWARDEE's costs incurred for Scope of Work performed. No payment can be made to the SUB-AWARDEE until GTI is in receipt of payment from the SPONSOR for Scope of Work performed.
- 3.2 Payment Requisition Forms (Exhibit C) shall be submitted to GTI for costs incurred with such supporting documentation as required by GTI for Scope of Work performed. Vehicle purchase (including vehicle conversion systems, if applicable) supporting documentation shall include the make, manufacturer, description, model number, serial number, Vehicle Identification Number (VIN), acquisition cost, acquisition date, and general location of the property

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purchased (as applicable to the specific vehicle purchase). Payments to SUB-AWARDEE shall not be made more often than once a month and shall be contingent upon GTI's acceptance of SUB-AWARDEE's Payment Requisition Form (Exhibit C) and supporting documentation prepared in accordance with this section, any required Deliverables covering the Scope of Work and SPONSOR's payments to GTI.

- 3.2.1 SUB-AWARDEE's acceptance of payment under the Final Payment Requisition Form submitted shall constitute and operate as a release of GTI (including GTI's respective officers, agents and employees) by SUB-AWARDEE for any and all claims against and liability of GTI that SUB-AWARDEE, its representatives and assigns might otherwise have or assert arising out of the performance of the Scope of Work under this Agreement.
- 3.2.2 As GTI is required to have an IRS Form W-9 on file for all vendors to which payments are made, SUB-AWARDEE must submit a completed W-9 Form along with an Electronic Fund Transfer Form by fax to GTI's Purchasing Department at 847-768-0750 or by email to PURCHASING@GASTECHNOLOGY.ORG *prior* to GTI paying any Payment Requisition Forms (Exhibit C) under this Agreement. All Payment Requisition Forms (Exhibit C) and supporting documentation shall be mailed to GTI's Accounts Payable Department (address below).

GAS TECHNOLOGY INSTITUTE
1700 South Mount Prospect Road
Des Plaines, Illinois 60018
Attn: Accounts Payable Department
Reference: Agreement No. _____

4. REIMBURSEMENT OF FUNDS

The SUB-AWARDEE shall return to GTI any funds paid to the SUB-AWARDEE determined to be unallowable by an audit of SUB-AWARDEE's records. If the SUB-AWARDEE fails to return funds deemed unallowable, GTI may deduct the appropriate amount from subsequent payments due to the SUB-AWARDEE from GTI. GTI also reserves the right to recover such funds by any other legal means including litigation if necessary.

The SUB-AWARDEE shall be responsible for reimbursement to GTI for any disbursed funds, which are determined by GTI, the SPONSOR or FEDERAL FUNDER to have been misused or misappropriated. GTI may also require reimbursement of funds if GTI, the SPONSOR or FEDERAL FUNDER determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by GTI, with or without termination, shall be due within forty-five (45) days after giving written notice to the SUB-AWARDEE.

5. ALLOWABLE COST

5.1 Payment of Costs

- 5.1.1 The SUB-AWARDEE's cost shall be determined on the basis of the SUB-AWARDEE's normal accounting procedures and shall be in accordance with generally accepted accounting principles consistently applied and applicable cost principles referenced in Exhibit B, FEDERAL FUNDER Special Terms and Conditions.

- 5.1.2 For all alternative fueled vehicles: Incremental cost shall be limited to \$25,000 per vehicle, not to exceed the actual incremental cost. For gasoline powered hybrid vehicles: Incremental cost up to \$2,000 per vehicle, not to exceed the actual incremental cost.

6. EXAMINATION OF RECORDS

The SUB-AWARDEE agrees that GTI, the SPONSOR and FEDERAL FUNDER shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the SUB-AWARDEE's premises any pertinent records (including electronic records) of the SUB-AWARDEE in connection with this Agreement. Similarly, GTI, the SPONSOR and FEDERAL FUNDER shall have access at any time to examine, audit, test and analyze any and all physical property subject to this Agreement. If a record is stored in an electronic format, the SUB-AWARDEE shall provide copies of these materials in the electronic format as may be requested. Such records shall be retained by the SUB-AWARDEE for no less than three years following final payment on the Agreement (whether such payment is the result of expiration, cancellation or termination).

The minimum types of financial records for the Scope of Work consist of: 1) Documentation of all equipment (vehicles and conversion systems); 2) Inventory records and supporting documentation for equipment (vehicles and conversion systems) purchased to carry out the project scope; 3) Records which support use of Clean Cities Project funds. The SUB-AWARDEE must maintain sufficient segregation of project accounting records from other projects or programs.

7. TECHNICAL DIRECTION

7.1 SUB-AWARDEE's performance of the Scope of Work shall be under the general technical direction of GTI's Technical Representative, who is Mr. Ted Barnes. GTI, at anytime, may designate a new or alternate Technical Representative by written notice to SUB-AWARDEE from GTI's Contract Services Representative.

7.2 GTI's Contract Services Representative shall be the only individual within GTI authorized on behalf of GTI to make changes in or amendments to this Agreement, including but not limited to, changes in the Scope of Work, period of performance, and cost.

8. DELIVERABLES

8.1 SUB-AWARDEE shall prepare and submit to GTI deliverables, including data on the mileage and fuel usage of vehicles as specified in SUB-AWARDEE's Scope of Work (attached as Exhibit A, Green Taxi Incremental Cost Program Description and Application form) and set forth below ("Deliverables"), which shall be updated from time to time as necessary. Any required Deliverables shall be in a format acceptable to the GTI Technical Representative.

8.2 Deliverable Due Dates

The following table documents the dates that the required Deliverables will be submitted to the GTI Representative. Reporting requirements detailed below are subject to changes by GTI, the SPONSOR, and FEDERAL FUNDER throughout the period of performance. Compliance with any changes to reporting is required.

Deliverable	Due Date to GTI
Quarterly Data on Vehicle Mileage and Fuel Usage (reference Exhibit A)	3rd day after quarter's end
Special Status Report, if necessary (reference Section 8.3)	As soon as possible after special event
Property Certification (reference Section 8.6)	30th day after expiration or termination of Agreement

Table 1-Deliverables Reporting Schedule

If any due date is not on a business day, such Deliverable shall be due on the preceding business day. Deliverables shall be filed, as necessary, until the expiration of the Term of this Agreement.

8.3 Special Status Reports

A report is required (via email) as soon as possible after any of the following events occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award or which may require GTI, the SPONSOR or the FEDERAL FUNDER to respond to questions relating to such events from the public. Report on any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

8.4 Any change to the Deliverable requirements shall require approval by GTI's Technical Representative and may require a formal change or amendment authorized by GTI's Contract Services Representative.

8.5 Guaranteed Deliverables

Notwithstanding any provision of this Agreement to the contrary, SUB-AWARDEE shall complete the Scope of Work in such a manner so as to guarantee to GTI the submission of acceptable Deliverables under this Agreement.

8.6 Closeout Deliverable
Property Certification

The SUB-AWARDEE must provide GTI the Property Certification, including the required inventories of non-exempt property, attached hereto as Exhibit E.

9. INSURANCE REQUIREMENTS

9.1 SUB-AWARDEE shall carry insurance pursuant to section 9-112-220 of the Municipal Code of Chicago.

10. INDEMNIFICATION

10.1 SUB-AWARDEE agrees to and hereby indemnifies and saves GTI, the SPONSOR and FEDERAL FUNDER harmless from and against any and all claims of any kind, including but not limited to liability for injury to persons or damage to property, including environmental damage, arising out of the Scope of Work done under this Agreement, including any and all expenses, costs, attorney's fees, settlements, judgments or awards incurred by GTI and/or SPONSOR in the defense of any such claim or lawsuit.

10.2 SUB-AWARDEE shall ensure that all lower-tier subcontracts and/or lease agreements issued under this Agreement shall provide that any such lower-tier subcontractor, lessor and/or lessee agrees to indemnify and save GTI, SPONSOR and FEDERAL FUNDER harmless from

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and against any and all claims of any kind, including but not limited to liability for injury to persons or damage to property, including environmental damage, arising out of the Scope of Work done under any such lower-tier subcontracts and/or lease agreements including any and all expenses, costs, attorney's fees, settlements, judgments or awards incurred by GTI and/or SPONSOR in the defense of any such claim or lawsuit.

- 10.3 This indemnification shall survive the termination or expiration of this Agreement.
- 10.4 SUB-AWARDEE shall promptly provide, or cause to be provided, to GTI copies of all notices that SUB-AWARDEE may receive of any Action that may be given or filed in connection with SUB-AWARDEE's performance, or the performance of any lower-tier sub-awardee, subcontractor, lessor and/or lessee of SUB-AWARDEE, and for which GTI, SPONSOR and FEDERAL FUNDER is entitled to indemnification under this Agreement and to give GTI, SPONSOR and FEDERAL FUNDER authority, information, and assistance for the defense of any Action.

11. TERMINATION

- 11.1 GTI may terminate this Agreement at anytime by providing written notice to the SUB-AWARDEE. In the event of such termination, GTI shall reimburse SUB-AWARDEE for all actual costs and non-cancelable commitments (as such term is defined in 10 CFR 600.162 (c) (1)) incurred in the performance of the Agreement up through the effective date of termination.

The foregoing notwithstanding, any obligations relating to confidential information, insurance, indemnification and audit of records as provided for under this Agreement will survive the termination of this Agreement.

- 11.2 Prior to termination for default, GTI shall give its notice of intent to terminate 30 days prior to termination and shall state the nature of the default. In the event SUB-AWARDEE does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, SUB-AWARDEE shall not be deemed to have committed such default if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.
- 11.3 GTI may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.
- 11.4 Notwithstanding anything to the contrary, this Agreement is subject to the appropriation and availability of SPONSOR funds. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period by the SPONSOR, GTI shall notify SUB-AWARDEE of such occurrence and this Agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made or (b) whenever the funds appropriated by the SPONSOR are exhausted.

12. CONFIDENTIAL INFORMATION

- 12.1 The parties contemplate that, in the performance of the Scope of Work, either party may furnish the other confidential information which is generally related to the subject matter of this Agreement, but was developed apart from this Agreement. Such confidential information shall be held in confidence by the receiving party, shall not be published in any form, shall not be

used, and shall not be discussed with or disseminated to any individual or organization other than the parties. Such terms shall apply for a period commencing upon the execution of this Agreement and extending five (5) years after the Final Reporting Date of this Agreement and shall not apply to information:

- (a) which is not in writing and clearly marked "Confidential". Information transmitted orally or visually may be classified as information pursuant to this provision by so designating at the time of disclosure, followed by a subsequent reduction to writing and submission to the receiving party within thirty (30) days from the date of initial disclosure;
- (b) which is already in the possession of the receiving party or its employees at the time of disclosure as evidenced by prior written documentation;
- (c) which now or hereinafter comes into the public domain without breach of this Agreement;
- (d) which the receiving party rightfully receives from third parties without obligation of confidentiality;
- (e) which is approved by the disclosing party's written authorization for use or release by the receiving party;
- (f) which is required to be disclosed by an order of court of competent jurisdiction, subject to timely notice being given to the disclosing party for purposes of intervention and a request of the court by the receiving party for a form of protective order against further disclosure.

13. PUBLICITY RELEASES

13.1 No news releases, advertising or promotional releases that mention GTI, relating to this Agreement or the Scope of Work hereunder, shall be issued by SUB-AWARDEE without the prior written approval of GTI's Contract Services Representative. Such approval shall not be unreasonably withheld. Any inquiry SUB-AWARDEE receives from news media concerning this Agreement must be referred to the GTI Technical Representative for coordination prior to response.

14. INDEPENDENT CONTRACTOR

14.1 SUB-AWARDEE shall at all times be an independent contractor to GTI. SUB-AWARDEE shall exercise its own professional judgment and skill. Nothing herein is intended nor shall it create a joint venture or partnership between the parties.

15. INSPECTION AND ACCEPTANCE

15.1 Final inspection and acceptance of all Deliverables required by this Agreement will be accomplished by GTI's Technical Representative.

16. DELIVERY INSTRUCTIONS

16.1 All Deliverables specified under this Agreement shall be prepared in accordance with the terms of this Agreement and delivered to:

GTI's Technical Representative
Gas Technology Institute
1700 South Mount Prospect Road
Des Plaines, Illinois 60018

17. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

17.1 SUB-AWARDEE hereby certifies that it and its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (i) of this Section 17;
- (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (v) Are in compliance with the Code of Business Ethics and Conduct as required under the Government's FAR Subpart 3.10.

17.2 SUB-AWARDEE shall attach an explanation to this Agreement in the event it is unable to certify any of the statements in Section 17.1.

18. PROPERTY

18.1 In the course of performance of this Agreement, SUB-AWARDEE may only acquire and charge to this Agreement property (vehicles and/or conversion systems) set forth in Exhibit A (Green Taxi Incremental Cost Program Description and Application form). Property to be purchased that is not set forth in Exhibit A will require written approval from GTI's authorized Technical Representative. Property to be purchased under this Agreement must meet the approval of the SPONSOR and be subject to the PROPERTY clause included in Exhibit B, FEDERAL FUNDER Special Terms and Conditions.

19. LOWER-TIER AGREEMENTS

19.1 SUB-AWARDEE shall flow-down the terms this Agreement including, but not limited to, the FEDERAL FUNDER Special Terms and Conditions attached as Exhibit B in any lower-tier subcontract(s) and/or lease agreement(s), and shall not contain any provision which would conflict with the provisions of this Agreement. Any deviations or changes to any provisions of the lower-tier subcontract(s) and/or lease agreement(s) requires GTI's approval.

20. CONFLICTS OF INTERESTS

- (a) SUB-AWARDEE represents that, to the best of its knowledge and belief, it does not have any conflicts of interest related to this Agreement other than those disclosed in writing to GTI in advance of this Agreement.
- (b) SUB-AWARDEE agrees that if, after award, it discovers conflicts of interest with respect to this Agreement, it shall make an immediate and full disclosure in writing to GTI which

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shall include a description of the action which SUB-AWARDEE has taken or proposes to take to avoid or mitigate such conflicts.

- (c) Except as otherwise authorized in writing by GTI, SUB-AWARDEE will insert into all subcontracts provisions making this section applicable to the subcontractor and its employees.

21. ASSIGNMENT

- 21.1 This Agreement, including the rights and duties contained herein, may not be assigned, in whole or in part, by SUB-AWARDEE without the prior written consent of GTI.

22. GENERAL PROVISIONS OF THE SUBCONTRACT

- 22.1 By execution of this Agreement, SUB-AWARDEE specifically acknowledges that the Agreement is funded, in part, under the American Recovery and Reinvestment Act (the "Recovery Act) of 2009 (March, 2009), and as such is subject to the requirements of the Recovery Act. SUB-AWARDEE and its lower-tier subcontractors shall comply with all requirements of Exhibit B FEDERAL FUNDER Special Terms and Conditions; 10 CFR Part 600; and the Recovery Act, applicable to this Agreement, including but not limited to all applicable recordkeeping sufficiently segregated from SUB-AWARDEE's other agreements and/or projects and reporting requirements. SUB-AWARDEE shall comply with the FEDERAL FUNDER Special Terms and Conditions contained in Exhibit B, applicable to SUB-AWARDEE, which are hereby incorporated and made a part hereof. The term Recipient used in Exhibit B shall mean SUB-AWARDEE for purposes of this Agreement.

23. EEO CERTIFICATE REQUIREMENT

- 23.1 GTI requires that all SUB-AWARDEES providing services to GTI indicate their acceptance and compliance to the U.S. Government's Presidential Executive Order No. 11246 requirement by signing the EEO/AA Certificate of Compliance, hereto attached as Exhibit D, and submitting it to GTI's Contract Services Representative.

24. FAILURE TO PERFORM

GTI reserves the right to suspend payment of funds and/or terminate this Agreement if required Deliverables are not provided to GTI on a timely basis or if performance of contracted activities is not evidenced. GTI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required Deliverables or if performance of contracted activities is not evidenced in whole or in part.

The SUB-AWARDEE's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by GTI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

25. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

26. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by GTI, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the SUB-AWARDEE has completed, and is in compliance with, all of its requirements.

27. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

28. GOVERNING LAW

28.1 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois and, as applicable, Federal Law.

29. COMPLIANCE WITH STATUTES AND OTHER PROVISIONS

29.1 SUB-AWARDEE hereby agrees to comply with any and all applicable statutes, regulations, Executive Orders, and contract and/or grant provisions, including the FEDERAL FUNDER Special Terms and Conditions (Exhibit B). SUB-AWARDEE shall ensure that all lower-tier subcontracts and/or lease agreements issued under this Agreement shall provide that any such lower-tier subcontractor, lessor and/or lessee agrees to comply with any and all applicable statutes, regulations, Executive Orders and contract and/or grant provisions, including, but not limited to, the FEDERAL FUNDER Special Terms and Conditions (Exhibit B).

30. NO BUSINESS RELATIONSHIP WITH CITY ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) of the Municipal Code of Chicago by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated hereby, shall be grounds for termination of this Agreement and the transactions contemplated hereby. SUB-AWARDEE hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) of the Municipal Code of Chicago has occurred with respect to this Agreement or the transactions contemplated hereby.

31. HEADINGS

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

32. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

33. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, express or implied, relating to the subject matter contained in this Agreement. This Agreement may not be altered, amended, or modified except by written instrument signed by the authorized signatory of GTI and the SUB-AWARDEE.

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34. ORDER OF PRECEDENCE

34.1 In the event of any conflict between the terms of this Agreement and certain of the Exhibits hereto, no term contained in this Agreement shall be given effect if it is in conflict with the Clean Cities Project. The following order of precedence shall be used as guidance in resolving such conflict:

- Exhibit B: FEDERAL FUNDER Special Terms and Conditions
- Exhibit A: SUB-AWARDEE's Scope of Work
- Exhibit C: Payment Requisition Form, Electronic Fund Transfer Form and W-9 Form
- Exhibit D: EEO/AA Compliance Certification Form
- Exhibit E: Property Certification Form

END OF SCHEDULE

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Exhibit A

**Green Taxi Incremental Cost Allowance Program Description and Application form
Scope of Work**

See Attached.

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Exhibit B

Federal Funder Special Terms and Conditions

See Attached.

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Exhibit C

**Payment Requisition Form,
Electronic Fund Transfer Form, and IRS W-9 Form**

See Attached.

Agreement No. _____

Exhibit D

EEO/AA Certificate of Compliance

See Attached.

Agreement No. _____

Exhibit E
Property Certification

See Attached.