



KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

STATE OF IOWA

ANNETTE DUNN
CHIEF INFORMATION OFFICER

EXHIBIT G - NOFA #005
Form 22 - Request for Confidentiality
Alterations to this document are prohibited

Either Section I OR Section II of this Form 22 (Form) must be completed and included with your Application. This Form is required whether the Application does or does not contain material or information for which confidential treatment is requested. Failure to submit a completed Form 22 may result in rejection of your Application.

***The below form is to be completed, signed, and submitted ONLY if Applicant DOES NOT request confidential treatment of any materials or information submitted in its Application.*

- I. **Confidential Treatment is not Requested.** By signing and submitting this Form 22, Applicant certifies that a request for confidential treatment of materials or information contained in its Application is not requested.

Hollie McCormick
Authorized Representative's Signature

2.8.2021
Date

Hollie McCormick
Name (Printed)

General Manager
Title

Allamakee Clayton Electric Cooperative
Entity

NOFA Number

- approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- 10.36. *Force Majeure.* Neither Party shall be in default under this Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of Grantee or Grantee Contractors; claims or court orders that restrict Grantee's or Grantee Contractor's ability to perform or deliver the services contemplated by this Agreement; strikes; labor unrest; Covid-19, pandemics, epidemics or any other outbreak or event causing illness or disease or resulting in a state of emergency or disaster declared by either the State of Iowa or the United States of America; any impacts to any Grantee Contractor's, Grantee Personnel, or Grantee's supply chain caused in whole or in part by any pandemic, epidemic or outbreak, illness or disease. If delay results from a Grantee Contractor's conduct, negligence or failure to perform, Grantee shall not be excused from compliance with the duties and obligations of Grantee hereunder unless the Grantee Contractor is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents Grantee's performance, Grantee shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Office. The Party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other Party of the occurrence and reason for the delay. The Parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events.
- 10.37. *Contingent Awards.* If at the time an Award is made the Office's determination of whether any geographic area forming the basis of a proposed Project(s), in whole or in part, or any Project(s) itself, in whole or in part, is eligible to receive funding under the Program is currently subject to challenge, or the Office's administration of the Award process resulting in the Award forming the basis of this Agreement is subject to challenge, including any subsequent judicial review or appeal from any administrative challenge process, the Office may proceed to enter into this Agreement the Grantee. Notwithstanding the foregoing or anything in this Agreement to the contrary, the aspect(s) of the Office's Award(s) that is subject to such challenge at the time of the execution of this Agreement shall be valid and enforceable only to the extent the Office's original determination or Award, as applicable, is ultimately upheld at the end of the entire appeals and contested case process once final, including judicial review and any subsequent appeal therefrom. If a geographic area or a Project(s) itself is ultimately determined to not be eligible, in whole or in part, or a portion of an Award is later deemed invalid, in whole or in part: the Grantee shall not be entitled to any grant funds or reimbursement to the extent of any such noneligibility or invalidity; the Office may require the Grantee to amend the Agreement to reflect such result; and the Grantee will be required to reimburse the Office for any corresponding funds previously distributed by the Office.

IN WITNESS WHEREOF, consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as of the date of last signature, below ("**Effective Date**").

STATE OF IOWA, acting by and through the Office
of the Chief Information Officer
("State of Iowa" or "State")

[Name of Grantee]
("Grantee")

By: _____
Name: _____
Title: _____
Date: _____

By: Hollie McCormick
Name: Hollie McCormick
Title: General Manager
Date: February 20, 2021