**SAMPLE Incentive Offer Letter**

Electric Bike Pilot

RFP EM-012-2024

Dear XXXX:

Efficiency Maine is pleased to inform you that your proposal submitted in response to EM-012-2024 has been approved.

Efficiency Maine has approved an incentive award for **$\_\_\_\_\_** or 100% of the eligible final project costs, whichever is less, to purchase and use electric bikes (e-bikes) consistent with the terms of your application. [[1]](#footnote-2)

The incentive award is subject to your timely acceptance of this offer and compliance with the Efficiency Maine Trust Terms and Conditions for EM-RFP-012-2024 which are expressly incorporated herein.

To finalize your acceptance of this offer, please sign the attached Grant Agreement at page 5 within 30 days from the date of this Incentive Offer Letter, after which time the offer expires. Please send the signed document to ev@efficiencymaine.com.

Thank you for helping pilot electric bike use in Maine. If you have questions concerning this Incentive Offer Letter, please call us at 866-376-2463.

We look forward to working with you.

**SAMPLE GRANT AGREEMENT
TERMS AND CONDITIONS – ELECTRIC BIKE PILOT
EM-012-2024**

The Trust issued a Request for Proposals, EM-RFP-012-2024 (the “RFP”) seeking proposals to employ financial incentives from Efficiency Maine for the purchase and operation of electric bikes (e-bikes) designed to meet certain pilot program criteria. The Recipient submitted an application (the “Application”) in response to the RFP for financial incentives for a certain project under the Program (the “Project”). The Trust has determined that the Recipient’s Proposal satisfies the RFP criteria and, in reliance upon Recipient’s representations contained in the Application and subject to Recipient’s covenants and commitments contained in this Grant Agreement (the “Agreement”), has made an award offer to the Recipient for implementation of the Project as contained in the Application and Incentive Offer Letter (the “Incentive Award”). Recipient acknowledges that the Incentive Award is subject to these Terms and Conditions and the Recipient agrees to comply with the Terms and Conditions of this Agreement in consideration of receipt of the Incentive Award.

1. **Incentive Award; Disbursements**

1.1 The Trust will provide Recipient an Incentive Award as set forth in the Incentive Offer Letter to be used solely for eligible costs in connection with the acquisition and installation of e-bike equipment consistent with the Trust’s RFP and Recipient’s Proposal. The Trust reserves the right to adjust the Incentive Award as necessary to maintain compliance with any limitations as set forth in the RFP.

1.2 The Trust expects to disburse Incentive Award amounts within thirty (30) days of Project completion and a review of the Recipient’s invoices and other documentation that verify Project completion according to the terms of the award. If the Trust determines that the equipment is inconsistent with the Proposal, if ineligible equipment was purchased, the Trust may require changes before making payment. The Trust reserves the right to seek a complete refund, and Recipient shall be obligated to provided complete reimbursement to the Trust, for all Incentive Award amounts paid if, at any time, the Trust learns that, during the term described in Section 2.5, the approved equipment was removed or relocated unless expressly approved by the Trust in writing. In no event shall the e-bikes be moved outside of the State of Maine.

1.3 Recipient must provide copies of all invoices and other documentation that verify the costs of purchasing the e-bikes. Invoices must indicate a verifiable breakout of all equipment purchased under this Agreement.

1.4 Recipient shall expend Incentive Award funds only for approved Project purposes and only in accordance with the terms and conditions of this Agreement.

1.5 The Trust will not reimburse Recipient for any cost or expense that is an ineligible cost as set forth in the RFP, is contrary to this Agreement, or is contrary to applicable law. Any expenditure by Recipient or commitment by Recipient to expend funds for the Project prior to the effectiveness of this Agreement is at Recipient’s risk. Reimbursement of Project funds expended or committed by Recipient prior to the effectiveness of this Agreement is at the Trust’s sole discretion.

1.6 By submitting any invoice or request for reimbursement, Recipient is representing that the services or costs identified in the invoice or request for reimbursement have been provided or incurred, are within the approved Project scope, and that such costs and expenses are proper and allowable under this Agreement. By paying all or a portion of any invoice or request for reimbursement, the Trust does not waive its right recover any payment or reimbursement later determined to be improper or not allowable under this Agreement.

1.7 Recipient must complete the Project within the time period specified in the RFP. If Recipient fails to advise the Trust that the Project is complete or fails to provide required documentation within 30 days of project completion, payment of the Incentive Award may be delayed.

1.8 The Trust reserves the right to make follow-up visits to Recipient’s location or facility and to otherwise monitor Recipient’s performance to ensure ongoing compliance with this Agreement and track the results of the Project.

1. **Standards of Performance**

2.1 Recipient shall be solely responsible for acquiring all equipment and materials, and securing services, as necessary for complete performance of the Project.

2.2 Recipient is solely responsible for all operating costs (including but not limited to electricity bills, management and legal costs, and insurance); costs for e-bike personal protective equipment (e.g., helmets, lights, gloves); and e-bike storage (e.g., garage, indoor-parking, locks, charging set up).

2.3 Recipient shall keep the Trust apprised of all material developments in connection with the Project.

2.4 All equipment reimbursed through this Incentive Award shall be new and unused (not refurbished). All equipment and associated electrical interconnections must be installed in a manner consistent with manufacturer recommendations and applicable code requirements.

2.5 Recipient, or its successor in interest to the property, shall maintain and keep the e-bikes in operation at the approved location for a minimum of three (3) years from the date of purchase.

2.6 During the term of this Agreement, Recipient shall operate and use the e-bikes funded in whole or in part with the Incentive Award only for the purposes intended by the RFP and this Agreement.

2.7 Recipient shall keep the e-bikes in good repair and reasonably protected from damage and vandalism.

2.8 The Trust does not make any representations of any kind regarding the results to be achieved by the Project. The Trust does not endorse, guarantee, or warrant any vendor, contractor, manufacturer, or product, and it provides no warranties, express or implied, for any product or services. Recipient is solely responsible for the implementation of the Project.

1. **Recipient Representations and Responsibilities**

3.1 Recipient acknowledges that the Incentive Award is provided for the purposes specified in the RFP and must be used in compliance with the RFP requirements.

3.2 All requirements, restrictions, and obligations regarding the use of this Incentive Award are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions, and obligations.

3.3 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred, or disqualified from receiving state contracts, incentives, awards, or other appropriations.

3.4 Recipient represents that there has been no material adverse change in the business, operations, or financial condition of Recipient, or in the matters described in Recipient’s Proposal pertaining to the Project, since the submission of the Proposal. Recipient represents that neither the Proposal, nor any document, report, or certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact. Recipient shall notify the Trust of any material change in Recipient’s status or condition that could have a material adverse effect on Recipient’s ability to complete and implement the Project as described in Recipient’s Proposal and this Agreement.

3.5 Recipient represents that the Project will be performed in the State of Maine and that the Incentive Award will be expended solely for purchase of e-bikes and their operation in the State of Maine. Recipient represents and warrants that the equipment and measures funded in whole or in part through the Incentive Award shall not be resold, transferred, or moved from the Project location during the term described in Section 2.5.

3.6 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Incentive Award, require the immediate reimbursement of any Incentive Award amounts previously disbursed, and may result in Recipient’s suspension or debarment from participation in Trust programs.

1. **Suspension of Incentive Award**

4.1 The Trust may suspend Incentive Award disbursements and payments to Recipient for: (i) Recipient’s failure to comply with the terms and conditions of this Agreement; or (ii) Recipient’s failure to execute the Project with due diligence.

4.2 The Trust shall provide Recipient with written notice of its decision to suspend Incentive Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Incentive Award.

1. **Termination of Agreement**

5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following events or circumstances (“Events of Default”): (i) Recipient’s material breach of any representation, covenant, condition, or obligation under this Agreement; (ii) Recipient’s violation of law; (iii) Recipient’s failure to make regular and substantial progress toward the performance and completion of the Project; (iv) Recipient’s failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law; (vi) Recipient’s insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or (vii) any event of default identified elsewhere in this Agreement.

5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust’s intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.

5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, in the event that Program funds are de-appropriated, re-allocated or restricted by any governmental authority or court order, the Trust’s authorization to operate or administer the Agreement or the Program is withdrawn or curtailed, there is a material change in Project or Program conditions, or there is a material change in legislation affecting the Trust’s authority or operations.

5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, the right to demand reimbursement of all Incentive Award funds disbursed under this Agreement and, upon such demand, Recipient shall immediately so reimburse the Trust. Without limiting the foregoing, in the event of Recipient’s breach or default, Recipient shall pay on demand all of the Trust’s costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on the Trust in connection with or as a consequence of Recipient’s breach of this Agreement, including costs of collection and recovery of the Incentive Award. The various rights, remedies, options, and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

1. **Insurance; Indemnity; Damages Limitation**

6.1 Recipient agrees to indemnify, defend and save harmless the Trust and its officers, trustees, agents and employees from and against any and all demands, suits, actions, claims, injuries, liabilities, losses, damages, costs, fees, and expenses (including attorney fees and legal expenses and the costs of enforcing any right to indemnification under this Agreement) made against or suffered or incurred by the Trust resulting from or arising out of Recipient’s performance of this Agreement, the Project, or the installation or operation of the equipment funded in whole or in part by an incentive, incentive or award provided by the Trust. Claims to which this indemnification applies include, without limitation: (i) claims of any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other entity providing work, services, materials, equipment or supplies in connection with the performance of this Agreement or the Project; (ii) personal injury, death, or property damage suffered or incurred by any person or entity arising from the Recipient’s performance of this Agreement or the operation of the Project, including claims of Recipient’s employees, agents, or contractors and subcontractors; and (iii) claims arising or resulting from Recipient’s breach of this Agreement or violation of law. Recipient’s indemnity obligations apply without regard to any alleged negligence of the Trust and without regard to any immunity that might otherwise be accorded under the workers’ compensation laws. This indemnification is intended to be as broad as the law allows. This provision survives termination or expiration of this Agreement.

6.2 Recipient shall procure and maintain adequate insurance with coverage for the activities and risks associated with the Project and shall procure and maintain replacement value “all risk” property and casualty insurance covering the equipment funded with the Incentive Award.

6.3 The Trust’s sole obligation and total liability under this Agreement will be limited to paying the Incentive Award amounts specified in Recipient’s Incentive Offer Letter that are properly due and payable under the terms of this Agreement. In no event shall the Trust be liable to Recipient or any person or entity claiming through Recipient for indirect, incidental, special, or consequential damages of any kind, all of which are expressly waived by Recipient. Nothing in this Agreement shall be construed as a waiver or limitation of the Trust’s immunity from or limitation of liability as a government entity, which immunities and limitations of liability the Trust hereby expressly retains. No person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement. This provision survives termination or expiration of this Agreement.

1. **Miscellaneous Provisions**

7.1 Data and Information in Support of the Program. Recipient authorizes access by the Trust to usage, utilization, energy, and performance information relating to the equipment funded in whole or in part by the Incentive Award where such information is available. The Trust may be required to report on the use and performance of the e-bikes. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the Incentive Award, this Agreement, and the Project as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation.

7.2 Site Visits. The Trust has the right to make site visits at reasonable times to review Project performance and operation. Recipient shall provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Trust and its representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its contractors.

7.3 Independent Capacity. Recipient is an independent party and is not an agent or representative of the Trust. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents, and contractors. In no event shall the Trust be deemed an employer, partner, or agent of Recipient or any of Recipient’s personnel. Recipient shall select its own vendor or contractor to provide the equipment and perform the work contemplated by this Agreement, provided they are licensed and authorized to do business as may be required under any applicable law. In no event shall the Trust be responsible or liable for any act or omission of Recipient, its employees, agents, contractors, or vendors. The Trust reserves the right to prohibit specific vendors or contractors from Program participation.

7.4 Use of E-Bikes. It is the express intention of the Parties that the e-Bikes funded in whole or in part with the Incentive Award shall be used for the purposes intended under the Program and this Agreement.

7.5 Assignment. During the term identified in Section 2.5, Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties, or obligations under this Agreement, including any right or interest in the equipment funded with the Incentive Award, without the prior express written consent of the Trust. The Trust may impose conditions on any transfer or assignment. Any purported transfer or assignment without prior written consent of the Trust shall be null and void.

7.6 Records. Recipient shall make and retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for the duration of this Agreement. Recipient shall furnish copies of all such records upon request.

7.7 Taxes. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Incentive Award and the Project, including, without limitation, income, property, excise and use taxes. Incentive Awards received by Recipient may be taxable. Recipient must provide its tax identification number for payment processing. Incentive Award payments in excess of $600 made to unincorporated entities will be reported by the Trust on IRS Form 1099-MISC.

7.8 Governing Law; Entire Agreement. This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this Agreement shall be brought in State of Maine administrative or judicial forums. This Agreement contains the entire Agreement of the parties and supersedes any prior discussions, understandings, and agreements, whether oral or in writing. The Agreement may be amended only in writing signed by the parties. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party.

By acknowledging this Incentive Offer Letter, you are representing that you have authority to accept the offer and to bind the applicant to its terms, and are doing so on behalf of the applicant.

Applicant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. For purposes of calculating the value of the “% of eligible final project costs,” we will not consider costs in addition to those detailed in the proposal. Furthermore, we will calculate the final incentive based on paid invoices and receipts for actual “as built” project costs if they are less than what was proposed in the original application. [↑](#footnote-ref-2)