

TDI Challenge Grants

Massachusetts Development Finance Agency
Transformative Development Initiative

December 10, 2020

For more information please contact:

Andrew Levine (alevine@massdevelopment.com)
TDI Operations Officer
TDI Challenge Grant Program Manager



TDI Challenge Grants

Request for Proposals (RFP)



Background

Since its inception in 2015, the Transformative Development Initiative (TDI) has piloted new tools and approaches to stimulating economic growth and developing more vibrant communities in the Massachusetts Gateway Cities, midsize urban centers that are regional workforce and population hubs. It has brought additional staff and other capacity in the form of TDI Fellows, implementable project spending through its flexible grant programs, and greater connections to MassDevelopment’s other agency resources. These programs have helped build a culture of co-investment in Gateway Cities and to create momentum for further investment from the public and private sector while fostering more community engagement and involvement.

MassDevelopment and TDI have identified a particular need in the TDI districts to support changes that will outlive the TDI term and sustain the progress made after the program resources are no longer active. TDI program staff have developed a new tool that will support municipalities to change and update local processes, policies, and ordinances that will further their Partnership goals, particularly in the areas of public space use, downtown vibrancy and activation, and small business assistance. TDI Challenge Grants are designed to bring more urgency and focus to needed municipal policy changes by providing immediate grant funds for programming to be paired with local municipal regulatory or policy updates that encourage flexible use of indoor and outdoor space among other program goals.

While the TDI Challenge Grants were in development before the COVID-19 pandemic began, this crisis has accelerated the need for both policy innovation to make urban space more usable and flexible and funds to make it happen. As communities work to reopen and adapt following the Commonwealth’s guidance, we seek to support TDI Districts with additional support to safely rethink and reactivate outdoor spaces, recreational activities, food establishments, and the public streetscape. Heading into a lull of activity over the colder months, there is a critical opportunity to spend the winter planning for a more accessible, vibrant, and flexible public realm for spring 2021 and beyond.

Program Description

The program has funding for awards in the range of \$20-50,000, and all TDI Districts and the municipalities receiving support from the TDI Senior Regional Fellow are eligible. This includes the following municipalities:

Attleboro	Barnstable	Brockton	Chelsea	Chicopee
Fall River	Fitchburg	Lawrence	Springfield	Worcester (Main South)

Any member of the TDI partnership can be the lead applicant and is not required to be the fiscal agent. A letter of support by the Mayor or City/Town Manager must be provided. Awardees will receive funding in two disbursements: 20% of the award will be disbursed quickly in order to support the process to make the policy or other change. The remaining 80% will be awarded after the policy change takes place so that events, programs, or other activities making use of the policy change can be implemented.

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Program Uses

This program should be used to fund activities associated with policy or regulatory changes that are long-term, not temporary. In the case of a change that helps a partnership adapt to COVID-related constraints or opportunities, long-term will be defined as at least two years. These policy changes could pertain to a number of issue areas, but they should have a direct connection to the TDI Partnership's workplan or goals. Policy changes should positively affect the public realm, land use, small business development, permitting processes, or similar issues. Examples could include:

- *Business Openings* – Any policy changes that make it easier to open pop-up or long-term businesses through adjusting the permitting process, consolidating departmental reviews, or other means can be eligible for this grant. Grant funds could then be used for small business assistance programs or another related purpose.
- *Pop-up permitting/policy in vacant storefronts* – Policy changes that simplify the permitting or approval process for temporary uses in vacant storefronts or other pop-up locations.
- *Event Permitting* – Policy changes that make public event permitting easier for event organizers, which could include updating process of approvals, fees, liquor license restrictions, etc. Challenge Grant funds could then be used to implement such events.
- *Public Space Use* – Policy changes that simplify the process for residents, business owners, and property owners to repurpose public space and streetscapes for uses like outdoor dining, temporary or pop-up structures for seating or activities, food trucks, and other positive activities. Challenge grants could then support implementation & maintenance of those new public space uses.
- *Signage changes* – Funds could support changes to signage ordinances to make it easier to install highly visible blade signs, murals, or other signage in commercial districts. Implementation funds could support installation of new signage.
- *Parking policy changes*: Funds could support parking policy and pricing changes that could range from converting some parking spots to 15 min pick-up, to reducing parking fees at municipal lots, to repurposing municipal lots for creative community uses.
- *Choose Your Own Adventure / Other* – We are open to other uses as long as they meet program criteria. Applicants can contact TDI for questions around eligibility and program fit.

We recognize that the processes you will be required to undergo to make these policy changes will vary in their levels of complexity. The Program will make more implementation funds available for the changes that will have the most long term impact and require multiple levels of approval. The application will ask for the proposed process for making this change and how many departments and decision makers will need to be committed to completing this process. Smaller projects that require application or process changes within one department will be eligible for grants at a lower level than other more substantial changes. We are particularly interested in funding proposals that serve to enhance economic equity in TDI Districts.

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Process and Key Dates

The RFP will be released on December 10, 2020, and will be followed by a webinar on the program structure and eligible uses. Applications will be reviewed on a rolling basis in the order in which they are received. Applicants will be informed of their status two to three weeks after submission. Any follow up questions for applicants will be sent in that same time frame. This is a competitive grant program for which there is a limited amount of funding. It is likely that we will not have enough funding to fund grants in all eligible districts, so applicants are strongly encouraged to apply as soon as possible. Applications received after March 1, 2021 at 5pm will not be eligible for funding in FY21.

Around two weeks after project approval, the first portions of funding will be disbursed. Fiscal agents will receive the second round of funding after meeting goals described in the program application. Districts have six months to complete their proposed policy or process changes and receive the funds, and another six months to use the implementable funds.

The key dates for this RFP are as follows:

December 10, 2020	RFP Released
December 16, 2020	12:30 p.m. Webinar on TDI grant calendar and overview of this RFP
March 1, 2021	Proposals received after 5pm will be ineligible for FY2021 funding.

Elements of a Proposal

All proposals shall provide information relating to the elements listed below in sufficient detail to allow MassDevelopment to conduct an informed and fair selection process.

- A. **Grant Application (Attachment A)**
- B. **Budget (Attachment B)**
Complete budget for each component of project.
- C. **Letter of Support (Attachment C)**
Must come from Mayor or City/Town Manager and show understanding of project and how they will actively support the policy or process change, including management of municipal staff and departments.
- D. **Additional Documentation**
Identify a description of anything that is required to carry out the program—insurance coverage, permits, security, etc.—and if not yet secured, identify the sequence and timing in which they will be secured.

All inquiries concerning this RFP, as well as proposals, must be addressed, via email, to the following address:

Andrew Levine, MassDevelopment
TDI Operations Officer
Email: tdi@massdevelopment.com

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Please note that, while MassDevelopment fellows and staff may choose to field questions, provide advisory services, support program development locally, and program support post-award, they **cannot** be the “program implementation lead” on the project. The local fellows and Community Development Officers will not be on the final award selection committee.

Evaluation Criteria

MassDevelopment’s selection committee will evaluate proposals using the following evaluation criteria, which it will use to determine the amount of financial support awarded, if any. The criteria are not listed in any order of importance:

- A. Clarity and feasibility of concept, vision, and goals
 - i. Ability to advance TDI District vision and coordination with TDI District uses and activities.
 - ii. Feasible project implementation plan with sufficient municipal and partner support.
 - iii. The policy change and implementation can happen within 12 months of award and have demonstrated clear goals.

- B. Partnership and Community Engagement: Clarity of process, outreach plan, potential for collaboration, engagement of underserved groups and affected parties
 - i. Shows a process for how the community will be involved and notified of the policy change.
 - ii. Uses TDI Partner connections both to advance the process and complete the implementable component.

- C. Program Impact: Proposed policy change and use of funding will further workplan goals and have a positive impact on the community in the future.
 - i. Implementation will take place in visible, accessible locations with multimodal access.
 - ii. Policy change will be relevant and visible to a large number of community members.
 - iii. Policy change will create new economic opportunities for residents, small businesses, and other key stakeholders. Priority will be given to proposals that can specifically articulate how the proposed policy change will help accomplish diversity, equity, and inclusion goals in the District.

- D. Financial Feasibility and Support: budget, donation of time and resources, ongoing funding potential, and stage of development.
 - i. Applicants demonstrate the management, financial, and technical capabilities necessary to fulfill the objectives of the program.
 - ii. Applicant will show ability to supply the staff time and partner contributions described in their proposal.

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Selection Process

Only responses containing the Elements of Proposal (Section 4) and meeting the minimum requirements set forth in the Evaluation Criteria (Section 5) will be considered for further evaluation.

There will be no public opening of proposals submitted under this RFP. An internal selection committee comprised of MassDevelopment staff will be convened to review the submitted proposals, and this committee may or may not contact respondents for clarification or interviews and may contact references.

The respondent(s) selected to receive assistance, as determined by MassDevelopment, will be required to execute a Grant Agreement substantially in the form attached as Attachment D hereto. MassDevelopment reserves the right to revise the final terms of the contract.

General Provisions

- A. MassDevelopment reserves the right to reject any or all responses or parts of responses, to solicit new responses, and to award grants as it deems to be in its best interest.
- B. By submitting a proposal to MassDevelopment, the respondent is certifying that its proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this section, “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- C. Potential respondents are hereby notified that issuance of this RFP and receipt of proposals does not assure that a respondent will be selected.
- D. MassDevelopment is not liable for any costs incurred by a respondent in the preparation and production of a proposal or for any work performed prior to agreement execution.
- E. MassDevelopment reserves the right to: waive any informalities, minor deviations, insignificant mistakes, and matters of form rather than substance; seek clarification of proposals; request additional information from any respondent; award without negotiations or discussions; negotiate with any respondent; reject any or all proposals or parts of proposals; solicit new proposals; and to award contracts to one or more respondents or to reject any or all respondents as it deems in its best interest.
- F. A proposal may be modified or withdrawn by a respondent prior to March 30, 2021 by delivering a written notice to the email address designated as the place where proposals are to be received.
- G. Any proposal submitted in response to this RFP that is not modified or withdrawn as specified in paragraph (F) above, shall be considered a firm offer and shall remain effective unconditionally for ninety (90) days.
- H. No respondent shall hold any press conference, issue news releases, or make announcements concerning its selection or non-selection for a contract prior to MassDevelopment’s public release of this information; thereafter any such press conference, release, or announcement shall be made only after obtaining the written approval of MassDevelopment.
- I. MassDevelopment provides respondents with an opportunity to administratively resolve disputes, complaints, or inquiries related to MassDevelopment proposal solicitations or contract

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awards. MassDevelopment encourages respondents to seek resolution of disputes through consultation with MassDevelopment staff. All such matters will be accorded impartial and timely consideration. If consultation with MassDevelopment staff does not lead to a resolution of the dispute, respondents must file a written dispute with the MassDevelopment Office of General Counsel.

- J. During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as required under law).
- K. MassDevelopment is subject to the requirements concerning the disclosure of public records under the Massachusetts Public Records law, M.G.L. c. 66, and thus documents and other materials made or received by MassDevelopment may be subject to public disclosure.
- L. Respondents are further advised that upon signing an agreement, the selected respondent must certify that it has complied with any and all laws of the Commonwealth relating to the payment of taxes, reporting of employees and contractors, and withholding and remitting of child support as required by M.G.L. c.62C, §49A, and has either (i) filed all tax returns and paid all taxes required by law; (ii) has filed a pending application for abatement of such taxes; (iii) has a pending petition before the appellate tax board contesting such taxes; or (iv) does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth of Massachusetts; and must certify that it is a “Qualified Employer” or an “Exempt Employer” as defined under Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00 et. seq. as provided in the contract. A respondent’s failure to certify compliance with said laws would be cause for MassDevelopment not to enter into an agreement. MassDevelopment further reserves the right to investigate, at any time prior to MassDevelopment’s execution of an agreement or during the term of a contract, any information indicating that there has been a failure to comply with said laws. If MassDevelopment determines that any selected respondent has not complied with said laws, it shall decline to enter into an agreement, may terminate any contract entered into, and further may decline to extend the agreement.
- M. All respondents must be registered to do business and be in good standing with the Massachusetts Secretary of State’s Office in order to transact business in Massachusetts. MassDevelopment may request evidence of good standing prior to entering into any agreement.
- N. A respondent will not be selected if it appears on any list of debarred or suspended contractors maintained by the Commonwealth or the Federal government.
- O. See the attached grant agreement form for other provisions with which the selected respondent(s) must comply. MassDevelopment reserves the right to modify this agreement and certifications.
- P. MassDevelopment hereby notifies all respondents that utilize qualified minority business enterprises, women business enterprises, veteran business enterprises, and service disabled veteran owned business enterprises (collectively, “Diverse Business Enterprises”) will be afforded full opportunity to submit offers and/or proposals in response to this RFP and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration for an award.

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Attachments:

Attachment A – Grant Application

Attachment B – Budget

Attachment C – Letter of Support

Attachment D – Form of Grant Agreement *(Included for reference only)*

Attachment A: Grant Application

Answer each question in no more than 1000 words.

1. Identify the policy or process change you are planning to make. Be sure to include what current problem this change will help solve.
2. Who is currently impacted by this problem? How will you receive community and stakeholder feedback during the policy change process?
3. Describe the process and timeline for how this change will need to take place. Which parties need to approve of the change?
4. How will you notify the public when the change is complete?
5. What will you use the project implementation funds for? What is the timeline for using these funds?

Attachment B: Budget

GRANT AMOUNT REQUESTED: _____

Sources and Uses (Without Grant):

Overall Program Costs/Uses	
Overall Program Revenue/Sources	
Delta/Surplus	

Budget Narrative

Explain why grant is required and how it will allow you to execute this project. Please limit to 150 words.

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Costs/Uses Detail

Up-Front Costs (No more than 20% of Total)

Add additional rows as needed

	Description	Total Cost	NOTES (explain)
Subgrants to businesses or other recipients			
Administration (capped at 10%)			
Materials			
Marketing			
Subcontractors			
Space/Equipment Rental			
Permits & Insurance			
TOTALS	n/a		

Implementable Funds (No more than 80% of Total)

Add additional rows as needed

	Description	Total Cost	NOTES (explain)
Subgrants to businesses or other recipients			
Administration (capped at 10%)			
Materials			
Marketing			
Subcontractors			
Space/Equipment Rental			
Permits & Insurance			
TOTALS	n/a		

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Attachment C: Letter of Support

Please provide a statement of support from the Chief Executive Officer of the City or Town demonstrating the Municipality's support for the project. This letter must show understanding of the project and how the Mayor/Manager will actively support the policy or process change, including management of municipal staff and departments.

Attachment D: Form Grant Agreement

For reference only

TDI CHALLENGE GRANTS PROGRAM

GRANT AGREEMENT

THIS TDI CHALLENGE GRANTS PROGRAM GRANT AGREEMENT (the “Agreement”) is made as of _____, 2021 (the “Effective Date”) by and between MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, MA 02110 (“MassDevelopment”) and _____, a Massachusetts _____ corporation, with an address of _____, for and on behalf of the TDI Partnership. (the “Grantee”).

RECITALS

WHEREAS, pursuant to Massachusetts General Laws Chapter 23G, § 46 (the “Act”), the Commonwealth of Massachusetts (“Commonwealth”) created the Transformative Development Initiative (“TDI”) Technical Assistance Program (the “Program”), within the Transformative Development Fund (as defined in the Act), for supporting activities to promote redevelopment in the Commonwealth’s Gateway Municipalities, which are defined in Massachusetts General Laws Chapter 23A, § 3A; and

WHEREAS, as part of TDI, on December 11, 2014, and March 22, 2018, the MassDevelopment Board of Directors (“Board”) voted on a portfolio of locally nominated, strategic-redevelopment districts in Gateway Municipalities (“TDI Districts in Development”), after competitive “Call for Districts” processes, in order to set a framework for the deployment of TDI program funds; and

WHEREAS, MassDevelopment has established the TDI Challenge Grants Program, designed to bring focus to needed municipal policy changes in TDI Districts by providing grant funds for programming to be paired with local municipal regulatory or policy updates that encourage flexible use of indoor and outdoor space among other program goals; and

WHEREAS, MassDevelopment has approved the award of a grant in the amount of _____ Dollars (\$ _____) to assist with a wide range of project expenses.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

AGREEMENT

Section 1 Grant Award.

(a) MassDevelopment herein awards a grant in the amount of _____ Dollars (\$_____.00) (the “Grant”) to the Grantee shall be used in accordance with the Budget attached hereto as **Exhibit A** (the “Budget”) which includes agreed costs, as defined below (the “Agreed Costs”), and the final proposal attached hereto as **Exhibit B.**

(b) The Grantee agrees that the Grant shall be used exclusively to pay the Agreed Costs, as included in the Budget within one year of the execution of this Agreement. Agreed costs also may include sub-grant dollars, direct construction costs, costs associated with construction (such as demolition, project set up, and execution), third-party consultant fees, operational costs, administration costs (limited), building permits, temporary contractor/vendor fees and/or event/project marketing, —all as outlined in the approved proposal/budget. To the extent that all such Agreed Costs exceed the Grant, the Grantee agrees to be solely responsible for any excess payments. MassDevelopment shall have no obligation hereunder to pay for costs that exceed the Grant.

Section 2 Disbursement of Grant Funds.

(a) Payment of Grant. MassDevelopment shall pay the Grantee the agreed upon amount for preliminary activities for the grantee to undertake its proposed ordinance, policy, or process change after receiving a fully executed original of this Agreement from the Grantee, together with the Budget submitted by the Grantee in accordance with this Agreement and approved by MassDevelopment. Should that process be successful, upon approval of a supplementary budget by MassDevelopment, the Grantee may be eligible for an additional grant of up to _____ (\$.00), which may be subject to approval by the MassDevelopment Board of Directors. The Grantee will be eligible for this funding after the policy change takes place so that events, programs, or other activities making use of the policy change can be implemented (the “Implementation Funds”). MassDevelopment must be notified in writing when the agreed upon ordinance, policy, or process change is complete. Districts have six months to complete their proposed policy or process changes, and another six months to use the Implementation Funds. Any changes to the timeline or requests for extension must be approved in writing by the Agency program manager. Payment instructions are provided at **Exhibit D.**

(b) Inspector. MassDevelopment shall have the right to require the Grantee to bear the reasonable cost of engaging an independent consultant, chosen at MassDevelopment’s sole discretion, or, if acceptable to the Grantee, a representative of MassDevelopment (the “Inspector”) to perform inspections and review the Grantee’s submissions, reports, and records and to compare same against all other sources of information to determine accuracy and adherence to the Budget and the requirements of this Agreement.

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Section 3 Representations and Warranties. The Grantee makes the following representations and warranties:

(a) All statements or information provided in Grantee's Proposal were and continue to be accurate in all material respects.

(b) The Grantee has the legal power and authority to enter into and perform this Agreement and any related documents in which it is named as a party, to fulfill its obligations set forth herein and therein and to carry out the transactions contemplated hereby and thereby. This Agreement and any other documents delivered to MassDevelopment by the Grantee pursuant hereto are the legal, valid, and binding obligations of the Grantee, enforceable against the Grantee in accordance with their respective terms. There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of the Grantee, threatened, anticipated or contemplated (nor, to the knowledge of the Grantee, is there any basis therefor) against or affecting the Grantee before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that call into question the validity of this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby.

Each of the representations and warranties of this section shall survive the advance of the Grant pursuant to this Agreement and the termination of this Agreement.

Section 4 Affirmative Covenants. Without limiting any other covenants and provisions hereof or of any of the related documents, the Grantee covenants and agrees that for so long as this Agreement is in effect:

(a) Grantee will perform and comply with all of the requirements of the Request for Proposals, the Act, and this Agreement.

(b) Grantee will preserve and maintain its corporate existence, rights, franchises, and privileges and remain in good standing in The Commonwealth of Massachusetts.

(c) Grantee will inform MassDevelopment of any material changes in its programs, services, or personnel.

(d) During the performance of this Agreement, the Grantee and all of its subcontractors, if any, (collectively referred to as the Grantee) shall comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following: the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, gender identity, sexual orientation, age, handicap, mental illness, genetic information or active military duty. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment;

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and selection for apprenticeship. The Grantee shall comply with the provisions of M.G.L. c.151B and all other applicable anti-discrimination and equal opportunity laws.

(e) Grantee will, and will ensure that its contractors and agents will, continuously comply with all statutes, ordinances, laws (particularly applicable public procurement laws), rules, regulations, orders, notices or safety guidelines including with respect to COVID-19 (collectively, the “Laws”), of any governmental authority, including without limitation, any department, division, commission, agency or branch thereof having jurisdiction over the Grantee.

(f) Grantee agrees that MassDevelopment has the unlimited right to make use of and disseminate all periodic reports, case studies, sub-recipient or grant beneficiary selection criteria or rubrics, and any deliverables and/or work products produced that are related to the Grant.

(g) At the request of MassDevelopment, Grantee will host project site visits, if applicable, by MassDevelopment or its designees for purposes of monitoring and evaluating the project or grant expenditures.

(h) The Grantee certifies that, for Agreed Costs that are to be financed by MassDevelopment, the Grantee shall comply with MassDevelopment’s “Contractor Policy” (attached hereto as **Exhibit C** and made a part hereof), which requires that the Grantee or its affiliates have not and will not enter into a contract for work financed by MassDevelopment with any vendor or contractor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts’ Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, and the Federal Government (the “Debarment Lists”);

(i) The Grantee also agrees that for Agreed Costs consistent with the Budget financed by MassDevelopment, the Grantee will require the general contractor or construction manager to certify in the contract with the Grantee that it has not and will not contract directly with subcontractors or other vendors listed as debarred or suspended on the Debarment Lists. The certification shall provide that the general contractor or construction manager understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded construction projects for a period of one year from the date of written notification of noncompliance.

Section 5 **MassDevelopment Liability**. MassDevelopment shall use reasonable, good-faith efforts to fulfill its obligations hereunder, and shall not be liable under any contract entered into by Grantee for any recommendations made or actions taken or omitted in connection with this Agreement.

Section 6 **Indemnification**. The Grantee shall indemnify and hold harmless MassDevelopment, the Program and the Commonwealth, and any members, officers, employees,

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or directors thereof (the “Indemnitees”) from all loss, cost, injury, or damage resulting from, or related in any way to, this Agreement, the payment of the Grant hereunder, and the use of funds, except that Grantee shall not be required to indemnify any of the Indemnitees who cause such loss, cost, injury, or damage by their own gross negligence or willful misconduct. This Section 6 shall survive the termination of this Agreement for any reason.

Section 7 Nature of Relationship. The parties acknowledge that MassDevelopment is acting solely as the grantor of certain funds for public purposes as set forth herein and that no agency, partnership, joint venture, or other ownership relationship is intended to be, or is, created by this Agreement, and that MassDevelopment's participation in this Agreement in no way obligates any further action by MassDevelopment with respect to any project. Furthermore, the parties understand and agree that the ultimate feasibility or economic viability of any project arising out of this Agreement, is not being guaranteed or assured by MassDevelopment.

Section 8 Termination. This Agreement shall terminate upon the earlier of: (a) mutual written agreement of Grantee and MassDevelopment at any time; or (b) the **second** anniversary hereof. Grantee acknowledges and agrees that the provisions of this Agreement that expressly or by their nature survive expiration or termination of this Agreement will remain in effect after any termination of this Agreement.

Section 9 Records. During the term of this Agreement and for seven (7) years thereafter, the Grantee shall keep and maintain, and shall give access to MassDevelopment and its representatives at all reasonable times upon reasonable advance notice to inspect, copy, audit and examine accurate books, records, accounts and other documents relating to the expenditures, including without limitation those relating to the receipt and disbursement of the Grant.

Section 10 Relationship between Parties. The Grantee agrees to cooperate with MassDevelopment on the resolution of any issues, questions, or concerns which MassDevelopment may have concerning the Grant and related expenditures.

Section 11 Publicity. The Grantee agrees that any public announcement or similar publicity with respect to this Agreement during the term of this Agreement and for seven (7) years thereafter will be issued only with the advance approval of MassDevelopment. Grantee further agrees to credit MassDevelopment and the TDI Challenge Grants Program in all print, audio, video, and internet materials, and all publicity materials (such as press releases, brochures, posters, advertisements and web sites). Such credit shall indicate that funding for the Grantee “has been provided by the TDI Challenge Grants Program administered by MassDevelopment.”

Section 12 Reports. In addition to the Final Report, the Grantee agrees to provide reports and information requested by MassDevelopment periodically including, but not limited to, with respect to the Grantee and the use of the Grant in order to assess the impact of the Program grants.

Section 13 Remedies: Event of Default. In the event the Grantee fails to comply with the terms and conditions of this Agreement (each event an “Event of Default” and, collectively,

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“Events of Default”), MassDevelopment, in its discretion, may require that all or part of the moneys granted hereunder be repaid to the Agency, regardless of the extent to which the Grant monies have already been expended or exercise any other right or remedy available to MassDevelopment under any other instrument or at law, or in equity. Any failure to comply with any provision of this Agreement may further result in the Grantee becoming ineligible to receive any future award of any grant offered by MassDevelopment.

Section 14 Waiver and Severability. No waiver by a party or a breach of any term of this Agreement shall be construed as a waiver of any preceding or subsequent breach of the same or any other term. If any provisions hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and said provisions shall be valid and enforceable to the fullest extent permitted by law.

Section 15 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and addressed as follows:

(a) With respect to MassDevelopment:

Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attn: Executive Vice President, Real Estate

with a copy sent to:

Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attn: General Counsel

(b) with respect to the Grantee:

Notices shall be deemed to have been given when hand delivered or sent by U.S. registered or certified mail postage prepaid. The parties designated above shall each have the right from time to time to specify as their respective addresses for purposes of this Agreement any other address in the Commonwealth of Massachusetts upon the giving of fifteen (15) days written notice thereof, as provided herein, to all the other parties listed above.

Section 16 Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, the TDI Partnership, or on the part of any of its/their employees, agents, subcontractors, invitees, or guests for monetary damages with respect to terms, covenants, and

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conditions of this Agreement; this exculpation of personal liability is to be absolute and without exception. TDI program and marketing materials may refer to “TDI Partners” for branding purposes but the parties expressly agree and acknowledge that any use of the word “Partners” is for such purposes only and is not intended to have any legal significance or effect.

Section 17 Execution in Counterparts; Facsimiles. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Photocopy, facsimiles, electronic signatures, electronic or other copies of this Agreement shall have the same effect for all purposes as a signed original. The party signing on behalf of the TDI Partnership represents that it is duly authorized to do so and that members of the TDI partnership support the terms and conditions herein.

Section 18 Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over any dispute or claims arising out of this Agreement and hereby submit to such jurisdiction.

Section 19 Public Records Law. Grantee acknowledges that MassDevelopment is subject to the Public Records Law, M.G.L. c. 66.

Section 20 Amendment. This Agreement may not be amended, modified, altered, or changed in any respect, except by formal agreement in writing, fully executed by all parties.

Section 21 Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Agreement.

Section 22 No Assignment. Grantee may not assign, convey, or otherwise transfer, its interest under this Agreement without the prior written consent of MassDevelopment.

Section 23 Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, except as herein contained.

*[Remainder of this page intentionally left blank;
Signature(s) on next page]*

TDI Challenge Grants

Request for Proposals (RFP)



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, by their respective duly authorized representatives as of the date first written above.

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

By _____

Name: Cassandra McKenzie
Title: Executive Vice President, Real Estate

Approved as to form
Agency Counsel

[TDI PARTNERSHIP SIGNATURES]

By: _____

Name:
Title:

[TDI PARTNERSHIP SIGNATURES]

By: _____

Name:
Title:

[SIGNATURE PAGE TO TDI CHALLENGE GRANTS PROGRAM -GRANT AGREEMENT WITH
_____]

EXHIBIT A
BUDGET

Program Budget

Initial Budget (No more than 20% of Total)

	Description	Total Cost	NOTES (explain)
Subgrants to businesses or other recipients			
Administration (capped at 10%)			
Materials			
Marketing			
Subcontractors			
Space/Equipment Rental			
Permits & Insurance			
TOTALS	n/a		

Phase 2 Budget (No more than 80% of Total)

	Description	Total Cost	NOTES (explain)
Subgrants to businesses or other recipients			
Administration (capped at 10%)			
Materials			
Marketing			
Subcontractors			
Space/Equipment Rental			
Permits & Insurance			
TOTALS	n/a		

EXHIBIT B
FINAL PROPOSAL

EXHIBIT C

MASSDEVELOPMENT CONTRACTOR POLICY

MassDevelopment must comply with certain laws, including M.G.L. c. 29, § 29F(h), which prohibits public agencies from soliciting or considering offers, bids, or proposals from, and from executing, renewing, or extending any contract with, a debarred or suspended contractor, and prohibits a contractor from contracting for supplies or services from a debarred or suspended subcontractor on any public contract. Agency policy requires that for construction costs financed by the Agency (including Brownfields Program funds), borrowers/grantees must not knowingly engage with vendors listed as debarred or suspended by any of the aforementioned entities. “Vendors” includes construction contractors and construction managers as well as consultants and other individuals or businesses with which a borrower might contract for a project.

The Sponsor agrees it will comply with MassDevelopment’s Contractor Policy. By signing below, Sponsor agrees that for costs that are to be financed by MassDevelopment, Sponsor or its affiliates have not and will not enter into a contract with any vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts’ Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General and the Federal Government (the “Debarment Lists”).

Sponsor is required to provide the name of its general contractor or construction manager (if one is engaged) to MassDevelopment at least 10 business days prior to a disbursement. At the time of the disbursement, Sponsor must certify that it has checked the Debarment Lists and that for costs of the project financed by MassDevelopment it has not and will not contract with any general contractor, construction manager or other vendor listed on the Debarment Lists. Sponsor must also require that its general contractor or construction manager (if one is engaged) certify in the contract with applicant for MassDevelopment financed work that the general contractor or construction manager: (i) will check the Debarment Lists before directly engaging a subcontractor or other vendor; and (ii) has not and not will contract directly with a subcontractor or other vendor listed on a Debarment List. The certification in the general contractor or construction manager contract shall further provide that general contractor or construction manager understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded projects for a period of one year from the date of written notification of noncompliance. The form of Contractor’s certification is below.

If Sponsor cannot make the above certifications at the time of disbursement, MassDevelopment reserves the right not to proceed with the Sponsor’s disbursement. MassDevelopment will not advance any proceeds against requisitions for payment of vendors that MassDevelopment learns were debarred or suspended at the time the relevant contract was created.

The Commonwealth’s Executive Office of Administration and Finance has a webpage with a link to the above named lists, <http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/vendor-debarment.html>.

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CONTRACTOR POLICY CONTRACT LANGUAGE INSERT

[Contractor] certifies that it is not listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, or the Federal government (the "Debarment Lists").

[Contractor] agrees to review the Debarment Lists before soliciting or considering bids, contracting or negotiating with any sub-contractor for work under this agreement and [Contractor] will not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.

[Contractor] agrees that any sub-contracts for work under this agreement will: (i) include a certification that the sub-contractor is not listed as debarred or suspended on the Debarment Lists, and (ii) require that the sub-contractor confirm that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.

EXHIBIT D

PAYMENT INSTRUCTIONS

Mandatory:

Name of Grantee:

Do you want to receive payment by wire transfer or check?

If receiving funds by check:

Address for Check:

If receiving funds by Wire Transfer:

Bank Name:

Bank ABA/Routing Number:

Account Name:

Account Number: