



**COMMONWEALTH OF MASSACHUSETTS  
SUBSIDY AGREEMENT**

[This Subsidy Agreement has been issued by the Office of the Comptroller for subsidies or other legislatively authorized payments to a named Recipient under 815 CMR 2.00.]

Commonwealth Of Massachusetts - Department: Massachusetts Highway Dept.  
 Address: 10 Park Plaza, Boston, MA  
 Contact Person: Sue Bristol Telephone: (617 ) 973-7404  
 Recipient Name: Rose Fitzgerald Kennedy Greenway Conservancy  
 Address: One International Place, 14th floor, Boston,  
 Contact Person: Lynn Gifford Telephone: (617 ) 292-0020  
 Total Amount Of Subsidy Payment(s) \$ 2,983,095.00  
 Number Of Payments To Be Made : 1 Payment(s). Attach details of multiple payment amounts, if applicable.  
 Amount of First Payment: \$ 2,983,095.00  
 Anticipated Date of First Payment: 8/1/2009. Attach schedule of additional payments, if applicable.  
 Termination Date Of Subsidy Agreement (Payments can not be made after the expiration date of the account funding this Subsidy Agreement.): June 30, 19 2009

1. The Department and the Recipient understand and agree that pursuant to: [Indicate citation for Legislative Authorization for Subsidy] Ch.306 Acts of 2008, S. 12, the Department is legislatively authorized to initiate a payment(s) of funds to the Recipient. Payments are subject to any conditions required by law as a prerequisite to payment, including any restrictions or conditions specified by the Department in this Subsidy Agreement. Payments can not be made to the Recipient prior to the date that this Subsidy Agreement, including all relevant attachments, has been properly executed by authorized signatories of both parties in accordance with all relevant general or special laws and regulations, and filed with the Office of the Comptroller. Notwithstanding the termination date of this Subsidy Agreement, the Recipient's obligations under Sections 2. and 3. shall survive the termination of this Subsidy Agreement.
2. The Recipient agrees to expend funds provided under this Subsidy Agreement in accordance with all applicable federal and state general and special laws and regulations and any restrictions or conditions specified by the Department by attachment to this Subsidy Agreement. Any actions arising out of this Subsidy Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The Recipient may not use any funds provided or paid under this Subsidy Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
3. The Recipient understands and agrees that the Department, the State Auditor and the Comptroller shall be entitled to copies of any programmatic or fiscal reports that verify compliance with, or are required as a condition to, receiving funds under this Subsidy Agreement, or that are specified by attachment to this Subsidy Agreement.

IN WITNESS WHEREOF, the Department and the Recipient have caused this Subsidy Agreement to be executed by their respective authorized officers, as of the last date specified below:

DEPARTMENT:  
 X: [Signature]  
 Signature  
 \_\_\_\_\_  
 Print Signatory Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

RECIPIENT:  
 X: [Signature]  
 Signature  
NANCY BRENNAN  
 Print Signatory Name  
Executive Director  
 Title  
July 20, 2009  
 Date

## **Chapter 306 Acts of 2008**

**SECTION 12.** To provide for the operation, management, improvement and maintenance of the greenway and the other open space parcels, the commonwealth shall provide financial assistance to the conservancy no later than 30 days prior to the beginning of each fiscal year in an amount equal to 50 per cent of the annual budgeted costs of operating, maintaining, improving and managing the greenway and the other open space parcels, as agreed between the conservancy, the secretary of energy and environmental affairs and the secretary of transportation and public works, for the next succeeding fiscal year, provided that the total annual amount of such financial assistance shall not exceed \$5,500,000, and shall be paid annually from interest earnings on the Central Artery and Statewide Road and Bridge Infrastructure Fund, established in section 63 of chapter 10 of the General Laws. Upon dissolution of the conservancy or termination of the lease, any funds then held by the conservancy shall be paid to the commonwealth.

**From:** Nancy Brennan [mailto:NancyBrennan@rosekennedygreenway.org]  
**Sent:** Monday, July 06, 2009 5:29 PM  
**To:** O'Connor, Peter (EOT)  
**Cc:** Lynn Gifford  
**Subject:** Updated to 50%

Hi Peter,

Here it is:

Capital and Operating for FY10 combined totals \$5,966.190. This budget requests \$2,983,095 of State funding, or 50% .

Again, thanks for this opportunity.

Best,

Nancy  
Nancy Brennan  
Executive Director  
Rose Fitzgerald Kennedy Greenway Conservancy  
One International Place, 14th Floor  
Boston, MA 02110  
P: 617.292.0020  
F: 617.292.2705  
[www.rosekennedygreenway.org](http://www.rosekennedygreenway.org)

Rose Kennedy Greenway Conservancy  
 FY 2010 Projected Combined Operating / Programs Budget

	Unrestricted		Projects / Programs				FY10 Reprojected Budget
	Ops	Dev	Park Ops		Public Events		
			Maint & Hort	Planning & Design	Green & Grow Program	Education Program	
Revenues, gains and other support	2,532,095						2,532,095
Government Funding							0
MA Turnpike Authority	55,000						55,000
Unrestricted Contributions/Operations	75,000						75,000
Annual Fund	275,000						275,000
Major Gifts/ Gala	50,000						50,000
Mothers Walk		1,370,000	250,000				1,620,000
Income for Park Operations			350,000		20,000		370,000
Income for Outreach & Education						355,000	355,000
Income for Public Events							360,000
Interest Income from Endowment							360,000
In Kind Gifts (rent)							350,000
<b>Total revenue</b>	<b>3,242,095</b>	<b>455,000</b>	<b>1,370,000</b>	<b>250,000</b>	<b>20,000</b>	<b>355,000</b>	<b>6,042,095</b>

Revenue beginning of year

1,257,680

Expenses:

Projects / Program Expenses	17%	12%	47%	8%	5%	2%	9%	63%
<b>Fundraising Expenses</b>	<b>573,180</b>							<b>573,180</b>
<b>Management &amp; General Expenses</b>	<b>452,890</b>							<b>452,890</b>
Salaries and Benefits	383,845	39,294	154,649	22,943	22,132		20,310	643,173
Office Expense	11,906	13,823	54,403	8,071	7,785		7,145	103,133
Professional Services	40,800							40,800
Consultants		1,607	1,865	7,341	1,089	1,051	964	13,917
Travel and Meetings		20,203	23,455	92,313	13,695	13,211	12,124	175,000
Marketing, Branding and Advertising		91,125	78,438	308,706	45,977	44,179	40,643	1,428,913
<b>Total management &amp; general</b>	<b>911,250</b>	<b>165,161</b>	<b>2,564,647</b>	<b>415,458</b>	<b>290,907</b>	<b>86,103</b>	<b>495,307</b>	<b>5,415,190</b>
<b>Total expenses</b>	<b>1,484,430</b>							<b>1,484,430</b>

Gain/(Loss) current period

1,864,585

Breakdown of assets:

Temp Restricted Carryforward

663,513

Unrestricted Carryforward

1,201,072

22%

**Capital Budget**

Income for Capital	
Income for capital projects	100,000
State Funding	451,000
Total Revenue	551,000
Expenses:	
FFE	
Parcel Improvement	195,000
Park Operations Equipment	330,000
Contingency 5%	26,000
Total expenses	551,000
Net gain / loss capital	-551,000

# Vendor/Customer

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Vendor/Customer	Legal Name	Vendor Active Status	Customer Active Status
✓ VC0000466345	ROSE FITZGERALD KENNEDY GREENWAY CONSERV	Active	Inactive

First Prev Next Last

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

**General Info**

Vendor/Customer :	<input type="text" value="VC0000466345"/>	Restrict Use by Department :	<input type="checkbox"/>
Legal Name :	<input type="text" value="ROSE FITZGERALD KE"/>	Miscellaneous Account :	<input type="checkbox"/>
Alias/DBA :	<input type="text"/>	Internal Account :	<input type="checkbox"/>
Vendor Active Status :	<input type="text" value="Active"/>	Third Party Only :	<input type="checkbox"/>
Vendor Approval Status :	<input type="text" value="Complete"/>	Third Party Vendor :	<input type="checkbox"/>
Customer Active Status :	<input type="text" value="Inactive"/>	Third Party Customer :	<input type="checkbox"/>
Customer Approval Status :	<input type="text" value="Incomplete"/>	Inventory Customer :	<input type="checkbox"/>
Location Name :	<input type="text"/>	Active From :	<input type="text" value="07/17/2009"/>
First Name :	<input type="text"/>	Active To :	<input type="text"/>
Middle Name :	<input type="text"/>	Department :	<input type="text"/>
Last Name :	<input type="text"/>	Unit :	<input type="text"/>
Company Name :	<input type="text" value="ROSE FITZGERALD KE"/>		

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# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Rose Fitzgerald Kennedy Greenway Conservancy, Inc

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Non profit

**Legal Address:** number, street, and apt. or suite no.

One International Place, 14<sup>th</sup> Floor

**Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

Boston, MA 02110

**City, state and ZIP code**

Phone # ( 617 ) 292-0020

Fax # (617 ) 292-2705

Email address: nancybrennan@rosekennedygreenway.org

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□□□-□□-□□□□

OR

**Employer identification number**

20-1679832

**Vendors:**

Dunn and Bradstreet Universal Numbering System (DUNS)

**DUNS**

□□□□□□□□

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No  Yes  If yes, in compliance with the State Ethics Commission requirements.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign Here**

**Authorized Signature** ▶

*Nancy Brennan*

**Date** ▶

*July 9 2009*

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention. Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action. Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated





# COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:**

CONTRACTOR AUTHORIZED SIGNATORY: *Nancy Brennan*  
(signature)

Print Name: Nancy Brennan

Title: Executive Director

Date: 07.09.09

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: Rose Fitzgerald Kennedy Greenway Conservancy, Inc.

Doing Business As: Name (If Different):

Tax Identification Number: 20-1678932

Address: One International Place, 14<sup>th</sup> Floor, Boston, MA 02110

Telephone: 617.292.0020

FAX: 617.292.2705

## ***INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS***

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.