

**MEMORANDUM OF AGREEMENT NO.  
CFOPD-20-A-031 BETWEEN  
THE GOVERNMENT OF THE DISTRICT OF  
COLUMBIA OFFICE OF THE CHIEF  
FINANCIAL OFFICER  
AND  
THE UNITED STATES GOVERNMENT  
PUBLISHING OFFICE**

1. PURPOSE

- 1.1 This Memorandum of Agreement, ("MOA") is entered into between the United States Government Publishing Office ("GPO") and the Government of the District of Columbia, Office of the Chief Financial Officer ("OCFO"), collectively referred to herein as the "Parties".
- 1.2 The MOA sets forth the terms and conditions under which the GPO will provide a wide variety of printing, reproduction, distribution, and related services on a reimbursable basis to the OCFO. These products and services will be provided on a continuous basis as stipulated in this MOA. GPO presently has the capability to provide these services from its main facility located in the District of Columbia and through its specialized and highly competitive commercial contracting program.

2. AUTHORITY

- 2.1 The authority for the OCFO to enter into this MOA is D.C. Official Code § 1-301.01 (j). The authority for the GPO to enter into this MOA is 31 USC 1537.

3. SERVICES TO BE PROVIDED

- 3.1 The GPO will provide to the OCFO the GPO's full range of products and services that includes printing, copying, duplicating, desktop electronic publishing, binding, distribution, and related services as ordered in accordance with the MOA.
- 3.2 In addition, the GPO will provide the OCFO administration, quality control, compliance, and legal support for any contract disputes on all orders.
- 3.3 The GPO will provide, on request, formal training sessions and seminars offering expert order formulation and step by step instruction in order processing.
- 3.4 The GPO will maintain records of contracts and expenditures for printing for a period of 6 years and 3 months from the close of the fiscal year involved in the transaction, in accordance with GPO Comprehensive Records Schedule (Pub. 840.7). GPO will make these records available for inspection by authorized OCFO representatives upon request.

4. ORDERING PROCEDURES

- 4.1 OCFO will place all orders using Billing Address Codes (BACs) assigned by GPO.

- 4.2 Only designated OCFO officials and the OCFO Contracting Officer whose signatures are on file with GPO are authorized by the OCFO to establish and replenish accounts, order duplicating and printing, and related services pursuant to this MOA.
- 4.3 All orders for products and services, unless otherwise agreed, will be requisitioned using the GPO order forms described below.
  - 4.3.1 For single procurements (One Time or Small Purchase contracts):  
*Standard Form 1 (SF-1), Printing and Binding Requisition*  
The SF- I is available at: <http://www.gpo.f.mv/pdfs/customers/sfas/FormSF1.pdf>.
  - 4.3.2 For Term Contract procurements (established for repeat or similar orders):  
*Print Order Form 2511*  
The 2511 Form is available at <https://www.gpo.gov/docs/default-source/forms-standards-pdf-files/form2511.pdf?sfvrsn=2>
  - 4.3.3 For the GPOExpress Program:  
*GPO Form 3001, GPOExpress Enrollment* is filled out annually to renew or add participants.  
The 3001 form is available at <https://www.gpo.gov/docs/default-source/forms-standards-pdf-files/form3001-rev.pdf>
- 4.4 OCFO will provide specific job information for each order, including delivery and distribution instructions, and funding documentation as provided in this section.
- 4.5 OCFO will fill out mandatory fields on the GPO order forms (SF-1 and SPA 4044) to indicate whether the order contains names, addresses or other combinations of information that are considered to be Classified, Sensitive but Unclassified (SBU), or Personally Identifiable Information (PII). This will allow GPO to require proper handling of sensitive materials by GPO contractors that produce the order, in addition to GPO's own responsibility for proper handling of the materials pursuant to this MOA, Section 12. ACCESS TO REAL PROPERTY TAX RECORDS.
- 4.6 Each order submitted by OCFO shall include the appropriate Government Furnished Materials (GFM) to accomplish the requested job. This may include camera copy, electronic files, art and illustrations, placement, directions, run sheets, distribution lists, labels and all other such materials. Delay in receipt of these necessary materials can result in delay of the ordered job(s).
- 4.7 Upon receipt of a complete, authorized order form (i.e. SF-1 or 2511) from OCFO, GPO will provide OCFO with a GPO assigned job reference number and an estimated cost for the order. This will be based on the contract price between GPO and the GPO contractor performing the work and will include GPO charges.
- 4.8 For changes to order requirements, OCFO will inform the GPO Contract Administrator. GPO will authorize the GPO contractor to make the change and will negotiate the adjustment. When a modification has been approved by the GPO Contracting Officer, GPO will send a copy of the modification to OCFO for reference and to the GPO contractor who must submit it to GPO with their invoice.

- 4.9 Upon completion of the order, GPO will provide the total actual cost that has been invoiced by the contractor, including GPO fees to the person authorizing the order and a courtesy copy (cc) will be sent to the OCFO COTR for all orders.
- 4.10 The total cost could vary from the original estimate due to changes in the contract requirements (modifications) that have been previously approved by OCFO, or for services that cannot be calculated at the time of contract award (i.e. GPO charges for Press Sheet Inspections or reimbursable postage).
- 4.11 Billing will not be issued before delivery of goods. GPO will send a bill to OCFO after receiving the contractor's invoice.
- 4.12 The OCFO will send, or may hand deliver to the GPO receiving official, check payment, payable to "Director, US Government Publishing Office" to:

U.S. Government Publishing  
Office 732 North Capitol Street,  
NW Disbursing Office, Room  
B-622 Washington, DC 20401

- 4.13 When making payment to a Deposit Account, OCFO will indicate the Billing Address Code (BAC) to which payment shall be applied, and will provide GPO with a copy of a GPO Form 4045 signed by an authorized OCFO official which can be found here: <https://www.gpo.gov/docs/default-source/forms-standards-pdf-files/depositaccountform.pdf?sfvrsn=2>
- 4.14 OCFO is authorized to make payments using a purchase card and should indicate this as the payment type on the GPO order form when this type of payment will be used instead of a BAC. Purchase card transactions may not exceed \$24,999.99, the maximum amount allowed by Treasury. Purchases over this amount may not be divided into multiple transactions to satisfy this dollar limit.
- 4.15 If the OCFO fails to pay outstanding invoices or replenish Deposit Accounts in a timely fashion, future work requests may be delayed until accounts are made current.
- 4.16 The GPO point of contact for all orders is:
- Agency Procurement Service (APS) DC  
Telephone: 202-512-0307  
Email: [apsdc@gpo.gov](mailto:apsdc@gpo.gov)
- 4.17 The GPO point of contact for financial issues is:
- Don Bartolomei  
Telephone: 202-512- 1078  
Email: [dbartolomei@gpo.gov](mailto:dbartolomei@gpo.gov)
- 4.18 The OCFO point of contact and the Contracting Officer for this MOA is:

Drakus Wiggins, CPPO, CPPB  
District of Columbia Office of the Chief Financial Officer  
1100 4th Street, SW, Suite E610 Washington, DC 20024  
Office: 202-442-7121  
Fax: 202-442-6454  
Email: [drakus.wiggins@dc.gov](mailto:drakus.wiggins@dc.gov)

4.18.1 The OCFO Contracting Officer is the only official authorized to legally bind the OCFO and make changes to the requirements, terms and conditions of this MOA. Only the OCFO Contracting Officer can increase, decrease, extend or terminate this MOA. All other changes are unauthorized.

4.18.2 The GPO will not comply with any order, directive or request that changes or modifies the requirements of this MOA, unless issued in writing and signed by the OCFO Contracting Officer.

4.19 The OCFO Contracting Officer Technical Representative (COTR) for this MOA is as follows.

Dr. Deborah Evans  
Special Assistant t/t DCFO  
District of Columbia Office of the  
Chief Financial Officer  
1101 4th Street, SW, Suite W750  
Washington, DC 20024  
Office: 202-442-6511  
Email: [dmevans@dc.gov](mailto:dmevans@dc.gov)

4.19.1 The COTR is responsible for general administration of the MOA and timely processing of payments.

4.20 The OCFO point of contact for Tax Forms printing services issues is as follows.

Sylvia M. Magby  
Chief, Systems and Forms  
Returns Processing  
Office of Tax and Revenue  
District of Columbia Office of the Chief Financial Officer  
1101 4<sup>th</sup> Street, SW, 4<sup>th</sup> Floor  
Washington, DC 20024  
Office: 202-442-6239  
Email: [sylvia.magby@dc.gov](mailto:sylvia.magby@dc.gov)

4.20.1 The point of contact is responsible for reviewing and approving invoices for deliverables to ensure receipt of goods and services regarding tax form printing services. The point of contact must coordinate all service orders and performance matters with the COTR.

4.21 The OCFO point of contact for Real Property Tax Notices printing services issues is as follows.

Pretena Brydson-Ingram  
Deputy Chief, Assessment Services Division  
Real Property Tax Administration  
Office of Tax and Revenue  
District of Columbia Office of the Chief Financial Officer  
1101 4th Street, SW, Suite W550 Washington, DC 20024  
Office: 202-478-9239  
Email: [Pretena.Brydson-Ingram@dc.gov](mailto:Pretena.Brydson-Ingram@dc.gov)

4.21.1 The point of contact is responsible for reviewing and approving invoices for deliverables to ensure receipt of goods and services regarding tax notices printing services. The point of contact must coordinate all service orders and performance matters with the COTR.

4.22 The OCFO point of contact for financial issues is:

Office of Management and Administration  
Financial Operations/Accounts Payable  
Attention: Comptroller  
1100 4<sup>th</sup> Street, SW Suite E600  
Washington, DC 20024  
Email: [OMA.invoicing@dc.gov](mailto:OMA.invoicing@dc.gov)

4.23 Billed costs for all products and services will be at the same rates charged to federal departments and agencies, and will include a surcharge to cover GPO administrative expenses. GPO may change the surcharge described in 4.19 with advance notice to all GPO customers prior to any revision.

4.24 In accordance with GPO Circular Letter 921, dated September 18, 2014, regular scheduled jobs will be assessed at a minimum surcharge of 8% of the cost of the order plus a flat processing charge of \$7.50. When authorized on the SF-1, a rush (Premium Surcharge) will be assessed at 16% of the cost of the order plus a flat processing charge of \$15.00. The OCFO may use a Rush notation to expedite GPO processing of their job to meet the scheduled delivery date. However, any job with less than a 10-day delivery schedule may be assigned the Rush surcharge by GPO to maintain the short schedule.

5. PERIOD OF PERFORMANCE

5.1 The MOA shall be effective for one (1) year from the date of the last authorized representative of the Parties to sign this MOA.

6. EXTENSIONS

6.1 Parties may extend the term of this MOA for a period of four (4), one-year option periods, before the expiration of the MOA by written modification to the MOA. Extensions will be subject to the appropriation of funding for each year.

7. FUNDING PROVISIONS

- 7.1 The OCFO will obligate funds at the time orders are placed under this MOA. OCFO will ensure that the total annual amount of estimated orders placed under the MOA will not exceed \$747,000.
- 7.2 The total cost for goods and services requested and delivered under this MOA shall be determined based on the individual orders issued by the OCFO to the GPO. OCFO will track the amount of total expenditure.
- 7.3 The OCFO will purchase its actual requirements for the services included herein from GPO. The estimated quantity of orders, for the total annual amount, reflects the best estimates available. The estimate shall not be construed as a representation that the estimated quantity is required to be ordered or that conditions affecting order requirements will be stable.
- 7.4 The estimated quantity shall not be construed to limit the quantities which may be ordered from GPO by the OCFO or to relieve GPO of its obligation to fill all such requirements.

8. ANTI-DEFICIENCY CONSIDERATIONS

- 8.1 The Parties acknowledge and agree that nothing in this MOA creates a financial obligation in anticipation of an appropriation and that all provisions of this MOA are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act. 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act. D.C. Official Code §§ 47-355.01 -355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46. As the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

9. AMENDMENTS AND MODIFICATIONS

- 9.1 This MOA may be amended or modified at any time upon written agreement of the Parties.

10. TERMINATION

- 10.1 Either Party may terminate this MOA in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. There will be no termination costs; however, the OCFO will pay for all orders placed prior to termination. In the event of termination, the GPO will complete orders placed prior to termination unless a modification to cancel individual orders in whole or in part has been agreed upon.

11. CONFIDENTIAL INFORMATION

- 11.1 The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA in accordance with all relevant Federal and local statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with this MOA will remain the property of the Party that provided the information.

12. ACCESS TO REAL PROPERTY TAX RECORDS

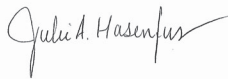
- 12.1 Any Federal tax returns or return information made available shall be used only for the purpose of

carrying out the provisions of this MOA. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this MOA. Any personal or tax information protected by law from disclosure inadvertently given to GPO by the OCFO is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d) (1) and (3), 821(d) (2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, Sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103. In accordance with IRS Publication 1075, all GPO contractors performing work in conjunction with this MOA shall enter into the OCFO Confidentiality and Non-Disclosure Affidavit (Attachment A) and GPO contractor employees shall be required to sign the Confidentiality and Non-Disclosure Affidavit Acknowledgment Form (Attachment B).

13. SIGNATURES

13.1 IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

**U.S. GOVERNMENT PUBLISHING OFFICE, SERVICING AGENCY PROGRAM OFFICIAL**



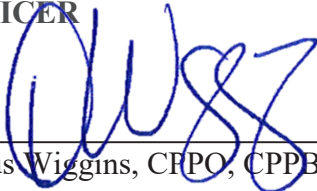
Digitally signed by Julie A  
Hasenfus  
Date: 2020.07.10 08:35:59 -04'00'

July 10, 2020

Julie A. Hasenfus, Chief, Customer Services,  
Agency Procurement Services

Date

**GOVERNMENT OF THE DISTRICT OF COLUMBIA, OFFICE OF THE CHIEF, FIANCIAL OFFICER**



July 20, 2020

Drakus Wiggins, CFPO, CPPB, Contracting Officer

Date

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**MOA No. CFOPD-20-A-031**  
**ATTACHMENT A**

Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit (“Affidavit”) is entered into by  
\_\_\_\_\_ (“the Contractor”).

1. The United States Government Publishing Office (“GPO”) and the Office of Chief Financial Officer of the District of Columbia (“OCFO”) have entered into Memorandum of Agreement No. CFOPD-20-A-031, as amended (the “MOA”). The MOA sets forth the terms and conditions under which the GPO will provide a wide variety of printing, reproduction, distribution, and related services to the OCFO. GPO has outsourced activities, services, or functions under the MOA to the Contractor.
2. In performing these activities, the Contractor understands that all information provided to it by the OCFO, including, but not limited to, the Office of Tax and Revenue (“OTR”) or any other agency within the OCFO is confidential (1) which are District tax returns or return information (2) which is identified as confidential at the time of disclosure or (3) which is such that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential, with the exception of information that is shown to have been:
  - (a) Rightfully in the possession of the Contractor prior to the date of disclosure of such information to the Contractor, as evidenced by written documents; or
  - (b) In the public domain prior to the date of disclosure to the Contractor; or
  - (c) Supplied to the Contractor by a third party who is under no obligation to the OCFO to maintain such information in confidence; or
  - (d) Developed by or for the Contractor independently of the disclosure made under this Affidavit.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the MOA. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the MOA. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
4. In order to safeguard District and Federal confidential information from unauthorized disclosure by the Contractor in performance of its tasks under the MOA, the Contractor agrees to comply with and assume responsibility for compliance by its employees of the following requirements:
  - (a) All work will be done under the supervision of the Contractor or the Contractor employees.

- (b) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (c) Any such confidential information made available in any format shall be used only for the purpose of carrying out the provisions of the MOA.
- (d) Such confidential information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the MOA or as may be required by law, regulation or legal process. Thus, the Contractor shall limit disclosure of such information within its own organization to only its partners, directors, officers, principals, or employees having a need to know, or partners, directors, officers, principals, or employees of affiliated entities or subcontractors having a need to know. Any personal or tax information protected by law from disclosure inadvertently given to the Contractor by the OCFO, OTR, or any other department within the OCFO is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d)(1) and (3), 821(d)(2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103.
- (e) Disclosure to anyone other than such directors, officers, or employees, of the Contractor, or other than an OCFO official involved in review and evaluation of the functions of the OCFO, is prohibited.
- (f) All such confidential information will be accounted for upon receipt and properly stored before, during, and after processing.
- (g) In addition, all related output will be given the same level of protection as required for the source tax information material. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. No work involving returns and return information furnished under the MOA will be subcontracted without prior written approval of the IRS.
- (h) All computer systems processing, storing and transmitting confidential information must meet or exceed reasonable computer access protection controls. To meet these requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability procedures and documentation. Reasonable security features must be activated to protect against unauthorized use of and access to confidential information.
- (i) In addition, all computer systems receiving, processing, storing or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

- (j) The Contractor agrees that, at the time the work is completed, at the request of the OCFO, any such confidential information processed during the performance of the MOA will be completely purged from all data storage components of the Contractor's computer facilities, and no output will be retained by the Contractor; provided, however, the Contractor may retain a copy of such information to the extent required by professional standards, the Contractor's policies or in connection with computer system backups. If immediate purging of all information storage components is not possible, the Contractor certifies that any such information, including any Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (k) The Contractor will be responsible for the destruction of spoilage or any known intermediate hard copy printouts related to the confidential information, and will provide the OTR or representative designated by the OCFO with a statement containing the date of destruction, description of material destroyed, and the method used. The Contractor may retain a copy of such information to the extent required by professional standards or the Contractor's policies. However, any Federal Tax Information processed, as described above in this paragraph, will be given to the OCFO or his or her designee. If this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the above-referenced statement to the OCFO or his or her designee.
- (l) The Contractor will maintain a list of employees authorized access to such information. The Contractor will provide this list to, OTR, or the designated OCFO agency and provide updates of any changes to that list promptly after they occur. Such list will be provided upon request to the IRS reviewing office. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS. The Contractor shall include with each list and update an Affidavit Acknowledgment Form (enclosed) signed by each employee authorized to access to such information.
- (m) This Affidavit shall not be construed as creating, conveying, transferring, granting or conferring upon the Contractor or any other person any rights, license or authority in or to the information exchanged, except the limited right to use such information for the purposes specified in the MOA.
- (n) No license or conveyance of any intellectual or property rights is granted or implied by this Affidavit or the MOA.
- (o) Neither the OCFO nor its representative agencies has an obligation under this Affidavit to purchase any service, goods, or intangibles from the Contractor or any other person.
- (p) Furthermore, the Contractor hereby acknowledges and agrees that the exchange of information under the MOA shall not commit or bind the District or its representative agencies and/or employees to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

- (q) No specification in this Affidavit of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach, or threatened breach of this Affidavit.
- (r) This Affidavit is made under and shall be construed according to the laws of the District. In the event that this Affidavit, is breached, any and all disputes must be settled in a court of competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.
- (s) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.
- (t) The OCFO will have the right to void the MOA if the Contractor fails to provide the safeguards described above.

5. INSPECTION. The IRS and the OCFO, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

#### 6. CRIMINAL/CIVIL SANCTIONS

- (a) Each officer or employee of any person (including the Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (b) Each officer or employee of any person (including the Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with

the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (c) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (d) The Contractor will participate in safeguard awareness training, provided by OTR, prior to accessing and/or handling Federal Tax Information. The Contractor hereby certifies that each individual understands the OCFO's security policy and procedures for safeguarding IRS information. The Contractor will maintain their authorization to access Federal Tax Information through annual recertification. The initial certification and recertification will be documented and placed in the OCFO's files for review. As part of the certification and at least annually afterwards, the Contractor will be advised by the OCFO of the provisions of IRCs 7431, 7213, and 7213A. The training provided by the OCFO before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor will sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

WHEREFORE, the Contractor acknowledges that they have read and understand this Affidavit and voluntarily accept the duties and obligations set forth herein.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**MOA No. CFOPD-20-A-031**  
**ATTACHMENT B**

Confidentiality and Non-Disclosure Affidavit  
Acknowledgment Form

for

The Confidentiality and Non-Disclosure Affidavit understood and agreed to by

\_\_\_\_\_ (“Contractor”) related to the Memorandum of Agreement No.

CFOPD-20-A-031, as amended (the “MOA”)

WHEREFORE, as an employee, or as a subcontractor, of the Contractor, I, solely and individually, acknowledge:

- 1) HEREBY, I have received the Confidentiality and Non-Disclosure Affidavit,
- 2) HEREBY, I have read and understand the Confidentiality and Non-Disclosure Affidavit,  
and
- 3) WHEREAS, I voluntarily accept the duties and obligations and shall comply with the policies set forth therein and any revisions made thereto.

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

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

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

Name of Employer: \_\_\_\_\_

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