

**Massachusetts Emergency Management Agency
PROCUREMENT MANAGEMENT TEAM (PMT)
MEMBERSHIP TERMS**

The undersigned, as a member of the Procurement Management Team (PMT) for Request for Response, Cybersecurity Vulnerability Assessment and Implementation Plan BD-20-1013-CA000-FISCL-45577, hereby acknowledges and agrees to the following PMT Membership Terms:

1. **Conflict of Interest:** It is understood that the conduct of the PMT member as a public employee is subject to the provisions of G.L. c. 268A. With respect to this competitive procurement, PMT members shall not act as the agent of or in the interest of any person or organization other than the public entity they are representing. If the PMT member becomes aware of a conflict of interest that affects their participation on the procurement team or any duty or obligation thereto, or if the PMT member is required to take an action which could substantially affect his or her duties and responsibilities as a member of the procurement team, or if the PMT member is requested to act in any manner in contravention to the provisions of these terms, the PMT member shall immediately disclose all facts in full and complete detail to the procurement team leader and to their employer, if necessary.
2. **Confidentiality:** All meetings and proceedings of the PMT shall be confidential. PMT members may discuss the development and management of the RFR and resulting contract(s) with other PMT members and with other employees of the public entity that employs them as necessary to ensure that the RFR is complete and detailed to meet the needs of other public entities. These communications shall be considered confidential. If a PMT member discloses any matter or detail of any meeting or proceeding to anyone other than the public entity they are representing, the PMT member shall immediately disclose all facts related to the disclosure in full and complete detail to the procurement team leader.
3. **Non-Disclosure:** All documents, drafts, correspondence, electronic communications and other communications in any form, paper or electronic, written by or directed to the PMT, shall be confidential, and shall not be disclosed to any person during the RFR process and until final contract award without the prior approval of the procurement team leader, except that such documents may be disclosed to those designated personnel within the department that a PMT member is representing in order to ensure that the department's needs are being met. Such designated personnel shall also be asked to sign these PMT Membership Terms. If the PMT member, for any reason, discusses or otherwise discloses to a non-PMT member any document, draft, correspondence, electronic communication or other communications in any form, paper or electronic, written by or directed to the procurement team during the RFR process and until final contract award, in the absence of such prior approval, the PMT member shall immediately disclose all facts related to the disclosure in full and complete detail to the procurement team leader.
4. **Public Record:** It is understood that in accordance with G.L. c. 4, § 7(26)(h), proposals and bids are exempt from disclosure of all submitted materials until the evaluation of the submission and a decision to enter into negotiations with and award a contract to, a particular bidder(s). The official public record of the competitive procurement process shall be the procurement record compiled by the Procurement Team Leader.

I, Mary Spuranza, hereby acknowledge that I have read and understand the provisions of these PMT Membership Terms, and that I shall comply fully with these provisions.

Signed:

Mary Spuranza

Date:

1/14/2020

Witnessed:

Alison Kennedy