



SENIOR PROCUREMENT ADVISORY GROUP

APRIL 2026





Agenda

- **CPO Transition** (10:05-10:10)
Linda Dangerfield, Deputy Chief Procurement Officer, OSP
- **OSP Operations Corner** (10:10-10:50)
Jamie Tomaszewski, Senior Procurement Director, OSP
- **Data Use Agreements** (10:50-11:05)
Caterina Pangilinan, State Chief Privacy Officer, DoIT
- **Closing** (11:05-11:10)
Shae Cronin, Chief of Innovation & Continuous Improvement, OSP



CPO Transition

Chief Procurement Officer Wallace Sermons will be departing State service after leading OSP through a period of meaningful transformation. We thank him for the strong foundation he leaves behind.

Effective May 1, Deputy Chief Procurement Officer Linda Dangerfield has been named Acting Chief Procurement Officer for the State of Maryland.



OSP Operations Corner

Jamie Tomaszewski, Senior Procurement Director, OSP



Reminders

- **FMIS/eMMA**
BPO/CTR cross reference required
- **Single Bids/Proposals**
Agencies should consider cancelling and conducting a new procurement
- **Renewal Options**
Can be exercised without adding funds when the NTE has not been exhausted
- **Award Recommendations & Agency Submissions**
What does “Complete Package” mean, and why cutoffs are important

FMIS/eMMA



emmma New Supplier? Register Now Vendor Search Public Solicitations Public Contracts

< ↻ Contract: CTR023950 - - MR-500-210-003 Holly Center, HVAC Replacement

Contract Title	Start Date	Contract ID	Alternate ID
MR-500-210-003 Holly Center, HVAC Replacement, Salisbury Maryland	6/13/2025	CTR023950	H00B5600191
Supplier	Expiration Date		
.....	6/13/2026		
Contract Type			
Individual			
USD			
Procurement Officer / Buyer			
.....			
Contract Amount			
25,960.92			
Linked Solicitation			
Statewide Contract			
Federal Funding			
Green Contract			
VSBE Goal			
No			
Ownership Interest			

Both systems **require manual inputs** of corresponding contract identifiers:

- Input BPO # in 'Alt ID' in eMMA
- Input CTR # in eMMA Field in FMIS

File Edit Font Transfer Macro Options Window Help

PCHL2342 V4.1 MD PRD ADVANCED PURCHASING/INVENTORY 04/22/2026 4:20
LINK TO: BLANKET PURCHASE ORDER

BPO/CONTRACT ID : H00B5600191	DEPT : H0177601	NOTE PAD : N
PURCHASING TYPE : BP	BID ID :	DGS BPO (Y/N): N
ACTION INDICATOR: P	INTERFACE TYPE : BP	DBM BPO (Y/N): N
STATUS : POST	AWARD :	DOIT BPO (Y/N): N
	POST DATE : 06/13/2025	
CONTRACT AMOUNT : 25,960.92	EFFECTIVE DATE : 06/13/2025	
EST CONTRACT AMT: 25,960.92	EXPIRATION DATE : 06/13/2026	
REMAINING VALUE :	FISCAL EFF DATE : 06/13/2025	
BUYER ID:	PHONE: 4107673512	EXT:
VENDOR:		
ADDRESS :		
MULTI-VENDOR : N		
MULTI-YEAR : N	COMMODITY CTRL (F/P): F	LEVEL (1/2/3):
RENEWAL :	OPTIONS :	MINORITY SUB:
ORIGINAL BPO :	OPTION MAX: 0	ORIGINAL AMT:
EMMA CONTRACT NO:		
REFERENCE : N	ALLOW REF (Y/N): N	LIMIT REF EXP DT (Y/N) Y



Single Bids / Proposals

Agencies should consider cancelling and conducting a new procurement



Renewal Options

Can be exercised without adding funds when the NTE has not been exhausted

Award Recommendations & Agency Submissions



Office of State Procurement Board of Public Works Agenda Schedule 2026*



Agency BPW Package Submission to OSP Procurement Operations before noon (Friday)**	Draft Agenda sent to Agencies for Proofing of Items ***	"Locked" Agenda for Finalization by DGS (Wednesday)	BPW Meeting (Wednesday)	Suggested Term Start Date****	BPW Two Meeting Rule - Earliest Term Start Date (Thursday)
3/20/2026	4/15/2026	4/22/2026	5/6/2026	6/1/2026	5/21/2026
4/3/2026	4/29/2026	5/6/2026	5/20/2026	7/1/2026	6/4/2026
4/17/2026	5/13/2026	5/20/2026	6/3/2026	7/1/2026	6/18/2026
5/1/2026	5/27/2026	6/3/2026	6/17/2026	8/1/2026	7/2/2026
5/15/2026	6/1/2026	6/17/2026	7/1/2026	8/12/2026	7/23/2026
6/5/2026	6/22/2026	7/8/2026	7/22/2026	9/1/2026	8/6/2026
6/18/2026 (Thursday)	7/6/2026	7/22/2026	8/5/2026	9/1/2026	8/20/2026
7/2/2026 (Thursday)	7/20/2026	8/5/2026	8/19/2026	10/1/2026	9/3/2026
8/17/2026	8/3/2026	8/19/2026	9/2/2026	10/1/2026	9/17/2026
7/31/2026	8/17/2026	9/2/2026	9/16/2026	11/1/2026	10/8/2026
8/21/2026	9/8/2026	9/23/2026	10/7/2026	11/1/2026	10/29/2026
9/11/2026	9/28/2026	10/14/2026	10/28/2026	12/1/2026	11/19/2026
10/2/2026	10/19/2026	11/4/2026	11/18/2026	1/1/2027	12/3/2026
10/16/2026	11/2/2026	11/18/2026	12/2/2026	1/2/2027	12/17/2026
10/30/2026	11/16/2026	12/2/2026	12/16/2026	2/1/2027	1/7/2027

Footnotes:

* Dates are subject to change.

** Complete Procurement Packages due to OSP Procurement Operations.

Submission of your package by this date does not guarantee placement of the contract on a specific BPW Agenda. Agencies are responsible for promptly addressing any questions from OSP, BPW Liaisons, BPW Staff, and OSP.

*** Agency Procurement Heads and designated personnel to review the draft agenda and confirm that the information in your agenda items is accurate and matches backup documents.

**** Suggested Term Start Date is the recommended start date for Contract Management purposes.

BPW Checklist: New Contract Award

BPW Checklist: New Contract Award			
Agency Review	DGS OSP Review	DGS OSP BPW Review	Required Items
			BPW Action Agenda Item in appropriate template (Submitted in Microsoft WORD)*
			If Seeking Retroactive Approval - Request to Ratify Void/Voidable Contract (Provide Retro Action Letter MUST BE signed by Secretary/Agency Head)
			DGS OSP is required to make an initial determination of void or voidable for the contract action and add appropriate language to the Action Agenda Item. **
			DGM certification memo for SPP \$13-402 for Services Contracts (if applicable)
			MD Works Waiver (if applicable) *
			MBE/DBE/VSE Participation Schedule (Forms D/E) (all that apply) (FORMS MUST MATCH AGENDA ITEM)
			MBE/DBE/VSE Waiver (all that apply)*
			If Protest Received (Provide documentation to include: protest + agency response + MSBCA documents, if applicable)*
			Agency head determination of substantial State interest if seeking BPW approval in the face of protest or MSBCA Appeal
			Procurement Officer's Award Recommendation (POC) approved by the Agency Head or Designee. (Does not apply to Competitive Sealed Bids awards)
			Fund Certification (Fund Source, including Source of Special Funds)
			State Department of Assessments and Taxation (SDAT) Evidence of Good Standing (SDAT Website or VGSC App)*
			MD Tax Clearance Number (obtained from Comptroller of Maryland's Office)*
			Verification of Debarment Status (BPW Debarment List, SAM.gov, or EECA App)*
			eMaryland Marketplace Advantage (eMMA) Solicitation Advertisement (BPM No.) This is required for BPW Agenda Item
			List of ALL Directly Solicited Bidders/Offerors beyond vendors solicited in eMMA, or indicate if no direct solicitation.
			Copies of All Responsive Bids or Reasonably Susceptible Proposals (Financial Offers) Listed in the Action Agenda Item Table (ALL Offers/Bids/Quotes not eliminated)
			FMIS Crosswalk Screenshots (2342-Approval Path, 3100-Notepad, 2345-MBE Screens) or eMaryland Marketplace Advantage (eMMA) CTR # Workflow Header and Additional Information
			Contract (w/vendor signature, AAG signature/memo for Legal Sufficiency and all applicable Affidavits, bonds, and insurance certificates)
			Statement of Work (SOW) (If no contract included, otherwise, should be referenced as part of the contract)
			Bid/Proposal Affidavit
			Contract Affidavit
			DHS Hiring Agreement (If Applicable)
			Living Wage Affidavit (For Facilities/Maintenance (FM/M) & Professional Services (S) Contracts over \$100K)
			Procurement Review Group (PRG) Documentation (Needed for MBE/VSE and no MBE/VSE goals)
			Small Business Reserve Waiver (Proof of email request to GOSBA+72 hour response time)
			Corporate Diversity Addendum (If Applicable) (Form & Affidavit)
			* Indicates required document for BPW Agenda Item for OSP BPW Unit Review
			** Action required by DGS OSP

Instructions & Processes

New Contract Award

Preferred Provider

OptionMod

BPW Checklist: New Contract Award



Government Modernization Initiative (GMI)

Mobile Phone Carriers

New Mobile Phone Plans and Rates

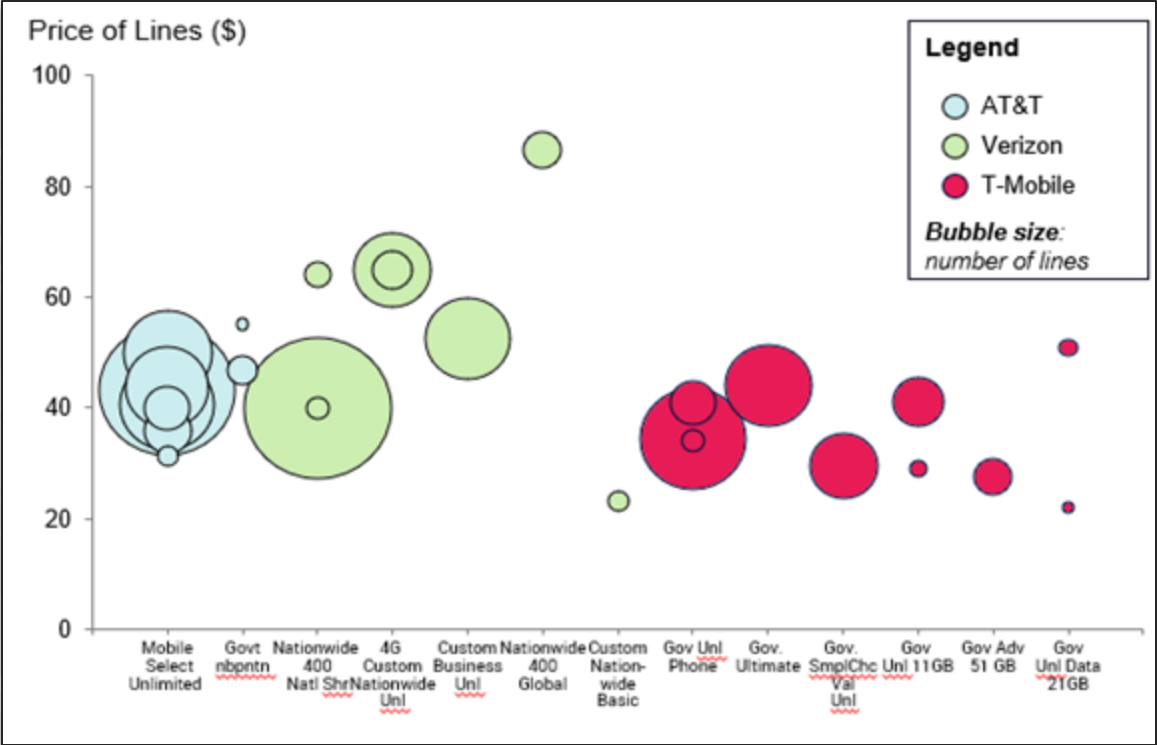
INFORMATION NOT RELEASABLE TO THE PUBLIC UNLESS AUTHORISED BY LAW: This information has not been publicly disclosed and may contain privileged, confidential, deliberative, and/or pre-decisional communication. It is intended solely for internal government use and must not be disseminated, distributed, or copied to unauthorized persons. Unauthorized disclosure may result in prosecution to the full extent of the law.



GMI: Mobile Best Cost

Previously, agencies paid 20+ different prices for 10+ government unlimited phone plans

Agencies will now be able to access the lowest available price for a standardized plan



Unlimited Mobile Phone Plans

	Verizon	AT&T	T-Mobile
Previous Avg. Rate ¹	\$51.02	\$44.26	\$37.03
New Standard Rate	\$31.07 ²	\$30.00 ³	\$29.40 ⁴
Est. Discount	39%	32%	21%

New pricing projected to generate
\$2.1 – 2.3M in annual savings

1. Quantity-weighted averages of phone pricing from dataset of ~10,000 lines from 9 state agencies; 2. Reflects the MRC for a 24-month line term. Agencies may obtain a rate of \$26.63 with a 36-month line term if they collectively maintain >15,000 eligible Government Subscriber lines; 3. Agencies may obtain an MRC of \$27.99 if >95% of the agency's lines are purchased from AT&T; 4. Agencies may obtain an MRC of \$25.23 for the government unlimited phone plan if all agencies collectively meet a threshold of 4,500 voice lines



GMI: Mobile Best Cost

Our Asks of You



Support GMI POCs (as needed) with Process to Switch Carriers

- **GMI POCs** will lead any switching in coordination with agency Secretaries and carriers
- **Please assist the GMI POCs** as needed to facilitate this process
- Please note, switching is **optional and not required**



Complete Consent Form

- As part of the modifications, each carrier is establishing a **centralized vendor portal**, which will give OSP access to invoice data to track and monitor savings
- AT&T requires agencies to **authorize OSP to access the invoice data** that will be available through the portal
- Please **complete the consent form** sent via email and return it to Jamie T. by 5/1/26

Thank you for your collaboration and support throughout this effort!



Question & Answer

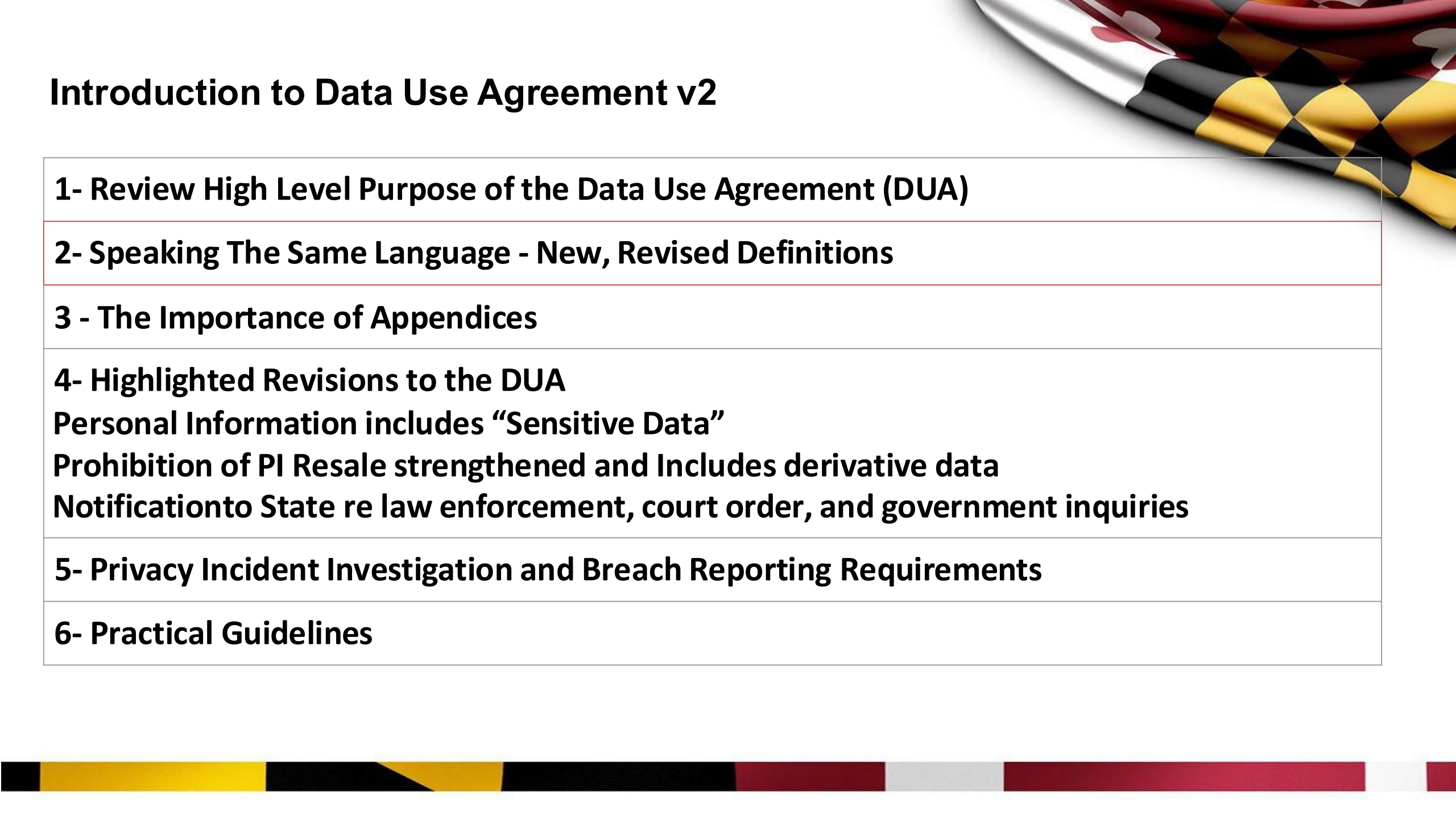
Please enter questions, comments, and feedback into the webinar chat.



Introduction to Attachment Y: Data Use Agreement v2

Senior Procurement Advisory Group
April 26, 2026





Introduction to Data Use Agreement v2

1- Review High Level Purpose of the Data Use Agreement (DUA)

2- Speaking The Same Language - New, Revised Definitions

3 - The Importance of Appendices

4- Highlighted Revisions to the DUA

Personal Information includes “Sensitive Data”

Prohibition of PI Resale strengthened and Includes derivative data

Notification to State re law enforcement, court order, and government inquiries

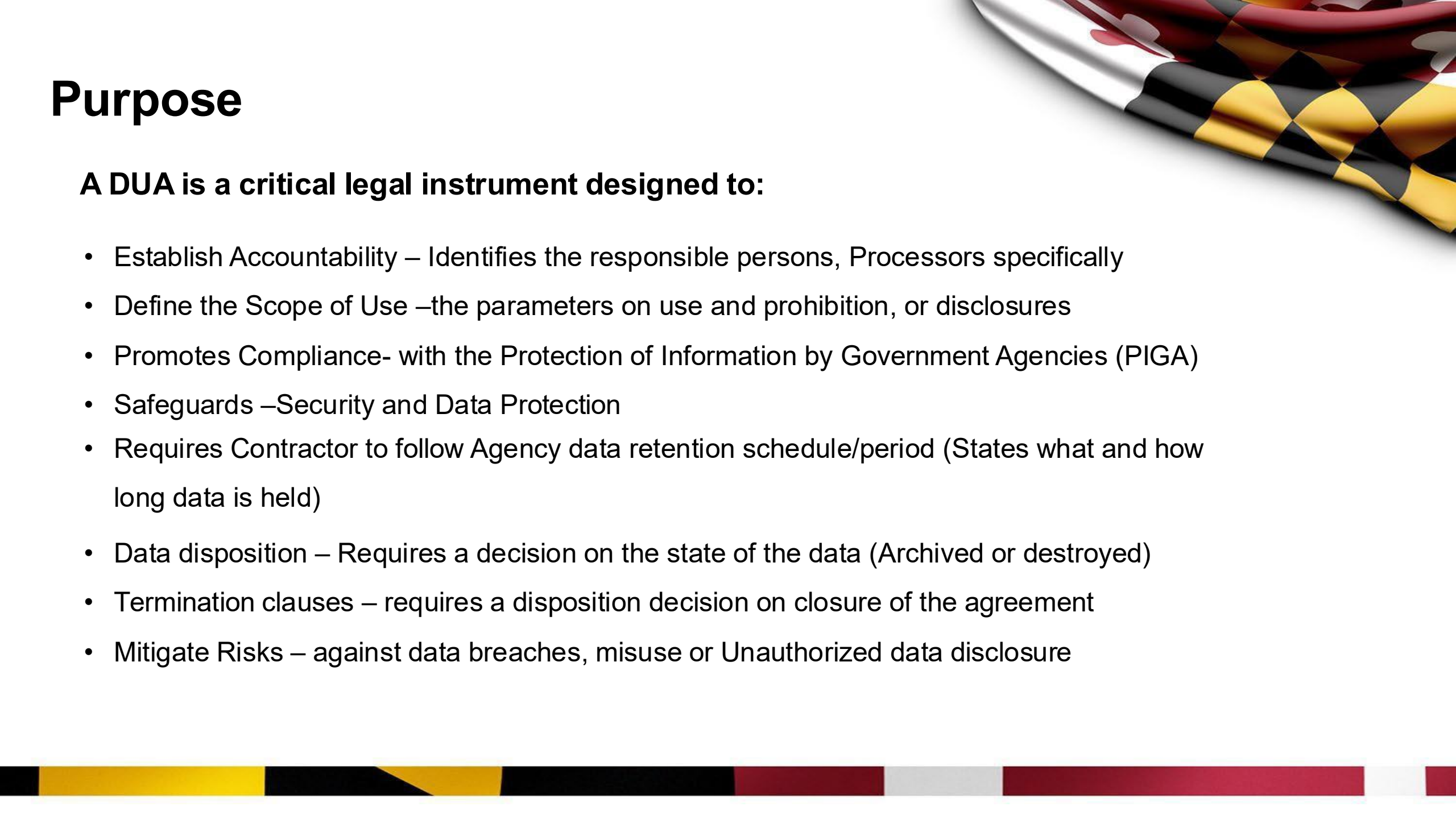
5- Privacy Incident Investigation and Breach Reporting Requirements

6- Practical Guidelines

Purpose

A DUA is a critical legal instrument designed to:

- Establish Accountability – Identifies the responsible persons, Processors specifically
- Define the Scope of Use –the parameters on use and prohibition, or disclosures
- Promotes Compliance- with the Protection of Information by Government Agencies (PIGA)
- Safeguards –Security and Data Protection
- Requires Contractor to follow Agency data retention schedule/period (States what and how long data is held)
- Data disposition – Requires a decision on the state of the data (Archived or destroyed)
- Termination clauses – requires a disposition decision on closure of the agreement
- Mitigate Risks – against data breaches, misuse or Unauthorized data disclosure

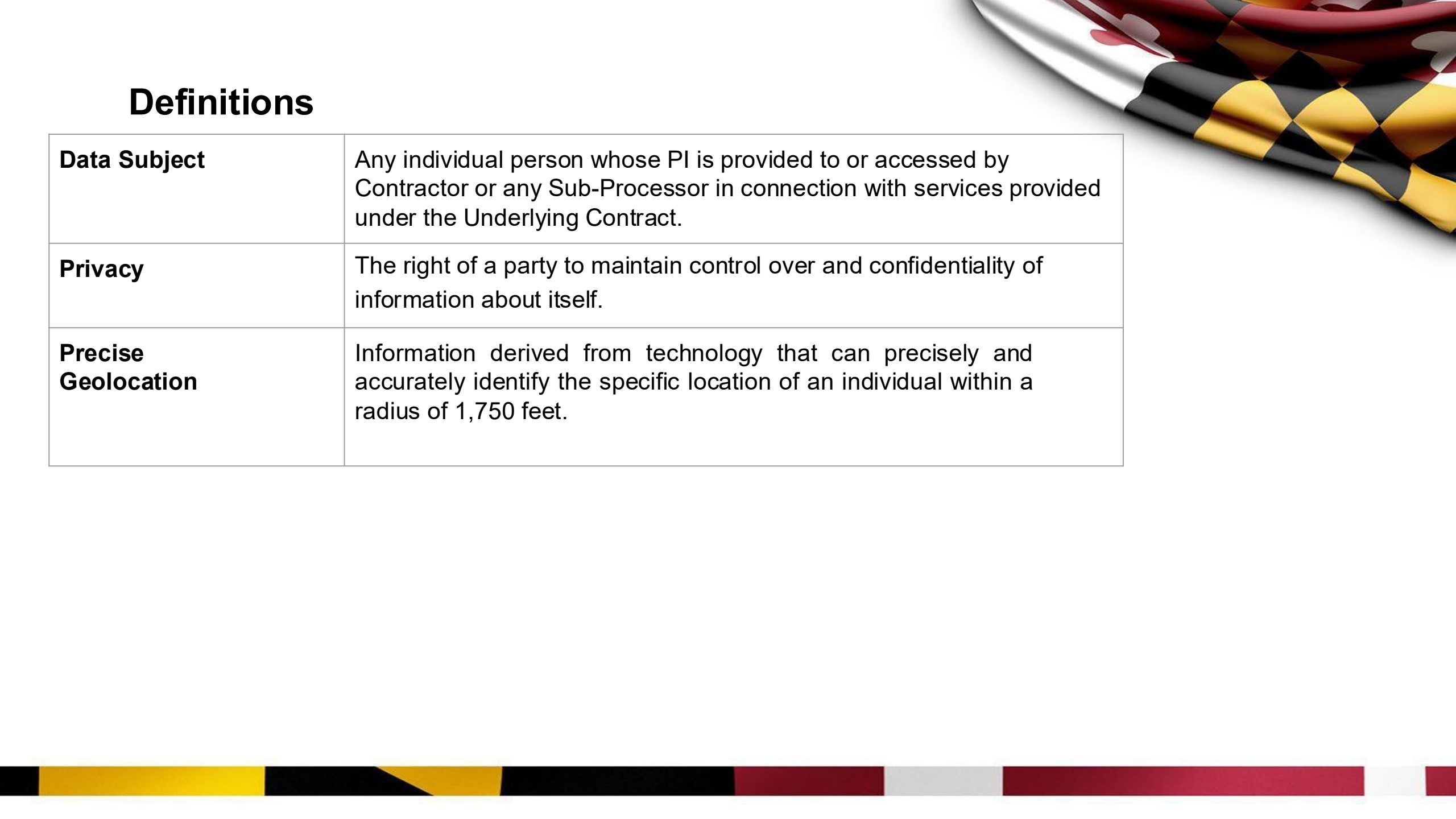


Definitions

Process	Any operation or set of operations which is performed on or in connection with Personal Information manually or by automated means, including but not limited to the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure or erasure. The terms “Process,” “Processing,” “Processes,” and “Processed” will be construed accordingly..
Processor	An entity that Processes personal data. For the purposes of this Agreement, the Processor is the Contractor, including its employees, agents, and assigns.
Sub-Processor	Any Entity contracted by the Contractor, including all subcontractors at any tier, to assist in fulfilling its obligations with respect to the Processing of PI under the Agreement and the Underlying Contract.

Definitions

Data Subject	Any individual person whose PI is provided to or accessed by Contractor or any Sub-Processor in connection with services provided under the Underlying Contract.
Privacy	The right of a party to maintain control over and confidentiality of information about itself.
Precise Geolocation	Information derived from technology that can precisely and accurately identify the specific location of an individual within a radius of 1,750 feet.



“Personal Information” New Definition

PLUS at least ONE:

- ❖ Name
- ❖ Personal Mark
- ❖ Genetic Information
- ❖ Biometric Information
- ❖ Social Security number, an Individual Taxpayer Identification number, a passport number, or other identification number issued by the federal government;
- ❖ A driver's license number or State identification card number;
- ❖ A financial or other account number, a credit card number, or a debit card number that, in combination with any required security code, access code, or password, would permit access to an individual's account;
- ❖ A username or email address with a password or security question and answer that permits access to an individual's email account; or,
- ❖ **Sensitive Data.**

Please refrain from changing the definitions as they are aligned across law and Cybersecurity and Privacy Policy Suite. See Appendix A for data elements.

“Sensitive Data” Defined

Data Revealing:

- ❖ Racial or ethnic origin,
- ❖ Religious beliefs
- ❖ Consumer health data
- ❖ Sex life, sexual orientation, status as transgender or nonbinary
- ❖ National origin, citizenship or immigration status
- ❖ Genetic data or biometric data
- ❖ Personal data of an individual that the controller (or data owner) knows or has reason to know is a child
- ❖ Precise Geolocation



Appendix A: Types of Personal Information to be Processed Contract Number:

The listed types of PI are required for the Contractor to meet the service provisions written in the Underlying Contract. Alternatively, provide a schema of field names required to meet the stated service provisions.

Specific PI Type(s):

- ☐ First Name or Initial
- ☐ Last Name
- ☐ Address
- ☐ State or Government Issued Identification number (e.g., SSN, Driver's License, Passport, Individual Tax ID,)
- ☐ Financial or other Account Number, Bank Account Number, and any required Security Code, Access Code, or Password
- ☐ Unique Biometric or Genetic Print or Image
- ☐ Geospatial Location
- ☐ **Sensitive Data:**
 - ☐ Racial or Ethnic Origin,
 - ☐ Religious Beliefs
 - ☐ Consumer Health Data
 - ☐ Sex Life, Sexual Orientation, Status as Transgender or Nonbinary
 - ☐ National Origin
 - ☐ Citizenship or Immigration Status
 - ☐ Genetic Data or Biometric Data
- ☐ Personal Information of an Individual that the Controller knows or has reason to know is a Child (under 18 years of age),
- ☐ Precise geolocation
- ☐ Other: (List)

In the event additional types of PI are processed in the future, a DUA modification that includes the new PI element(s) must be completed prior to processing the data.

Appendix A

- Identification of Specific Personal Information Types, see check boxes for ease of identification
- When using the “other” type category, specify and clarify the type/kind of data element that is meant
- Use of Sensitive Data elements
- Confirm that each data element represents the minimum necessary information
- A change in data elements Processed requires an updated to the Appendix A and a contract modification.

Appendix B

Appendix B: List of Sub-Processors Granted Authorized Access to State PI

Sub-Processor Name (including the legal title of the company)	Functions

List of Sub-Processors No Longer Granted Access to State PI

Sub-Processor Name (including the legal title of the company)	Functions

- List of sub processors granted authorized access to State PI, two types:
 - Granted Authorized Access
 - No longer (revoked/removed) Granted Access
- Sub processor legal name Doing Business As (DBA)
- Business address and functions it fulfills
- Date Processor enters similar DUA with each Subprocessor
- Open to updating the list, as needed.

Appendix C: Certification of Data Destruction

Appendix C: CERTIFICATION OF DATA DESTRUCTION

Contractor's Name	Contractor's Contact Name
State Contract Number	Contractor's Contact Phone
Date(s) of Destruction	State Representative Authorizing Destruction
Description of destroyed records, record series, or data sets – Include digital, tapes, hardware, paper	

Inclusive Dates of Destroyed Data or Records:

Method of Destruction (check) (Must be NIST compliant)			
☐ Cross Shred	☐ Block Erase	☐ Degauss	☐ Incinerate
☐ Pulverize	☐ Cryptographic Erase	☐ Melt	☐ List Other:
Outsourced Vendor's Name and Address			

Do the destroyed records listed above constitute all records containing Personal Information/Personally Identifiable Information (PI/PII) provided to the Contractor as part of the State Contract? ☐ Yes ☐ No

If Contractor retains any PI/PII related to State Contract number _____, the Contractor is bound by contract to maintain reasonable security measures consistent with industry standards to protect the data until the Contractor securely returns the data to the State or destroys the data.

I attest that the above is true and accurate:

Authorized Signatory Name	Title
Authorized Signature	Date
Witness	Date

- To be completed by the processor upon termination of agreement and the data's disposition
- Requires the Processor to obtain an authorized signatory indicating the data destruction has taken place
- Must be added to the "executed" document, based on agency protocol
- The Agency Privacy Officer (APO) must be informed before data is either returned, or destroyed, verifying a chain of custody.

Highlighted Revisions

Prohibition from Remuneration for PI

- ❖ Contractor/Processor **prohibited** from **selling, sharing, or otherwise receiving remuneration** for Personal Information (PI) or **data derived from PI**, except for the fulfillment of the **underlying contract, mandated by law, or expressly consented** to by the Data Subject.

Breach Responsibility Assignment

- ❖ Contractor/Processor Required to Report Potential or Actual PI Incidents within 24 hours

Notification to Agency of Requests for "Sensitive Data"

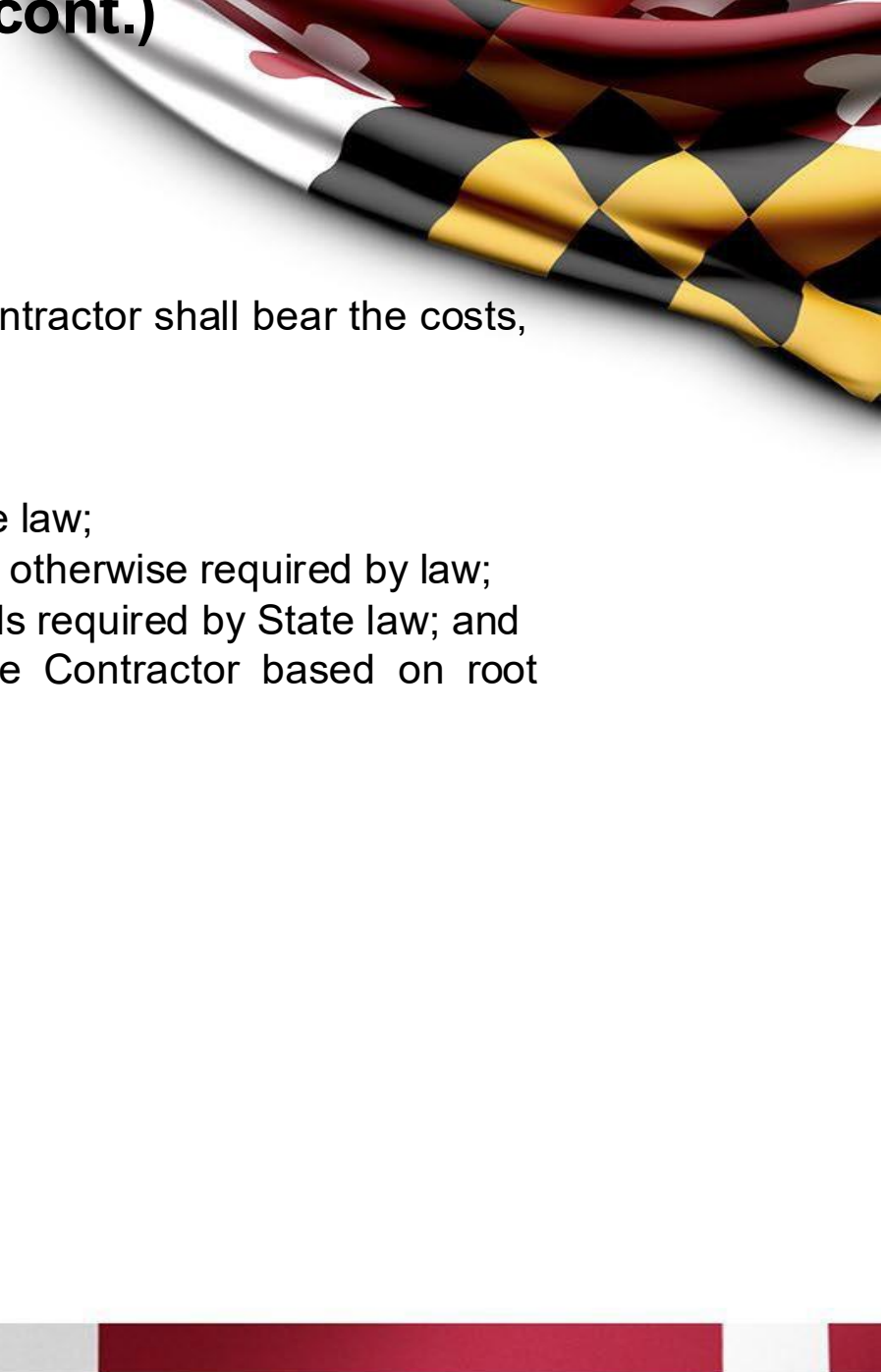
Upon receipt of a subpoena, search warrant, or other legal process request by law enforcement or by any governmental body to disclose PI:

- Contractor shall, to the extent legally permissible, provide the State with prompt written notice of any such request or requirement.
- The State may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
- The Contractor shall reasonably cooperate with any such application for a protective order or other remedy. In the event that the State is unable to obtain a protective order or other appropriate remedy, or if it waives compliance
- Furnish only that portion of PI that the Contractor is advised by written opinion of its counsel is legally required to be furnished by it and
- Shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such PI.

Incident Reporting and Breach Responsibilities

1. Within 24 hours after the Contractor discovers, reasonably suspects, or is notified of a Breach of the Security of a System, the Contractor must notify the appropriate State-identified contact by telephone, and the Maryland Security Operations Center (MD-SOC) by email at mdsoc@maryland.gov
2. Contractor must, at its own expense, cooperate with the State in seeking injunctive or other equitable relief with respect to any unauthorized use, misappropriation, or disclosure of any PI.
3. Upon discovery, reasonably suspects, or is notified of a Breach of the Security of a System, the Contractor must cooperate with the State to conduct in good faith a reasonable and prompt investigation to determine the likelihood that PI of a Data Subject has been or will be misused (e.g., identity theft).
4. If the investigation shows reasonable chance data will be misused, the Contractor must abide by Sections E and F of this Agreement and any other applicable laws regarding responsibility to notify the affected Data Subjects.

Incident Reporting and Breach Responsibilities (cont.)

- 
5. With respect to PI in the possession or control of the Contractor, the Contractor shall bear the costs, unless otherwise agreed to in the contract, associated with:
- investigation and resolution of the data breach;
 - notifications to Data Subjects, regulators or others required by State law;
 - a credit monitoring service required as requested by the State or as otherwise required by law;
 - a website or a toll-free number and call center for affected individuals required by State law; and
 - complete all corrective actions as reasonably determined by the Contractor based on root cause.

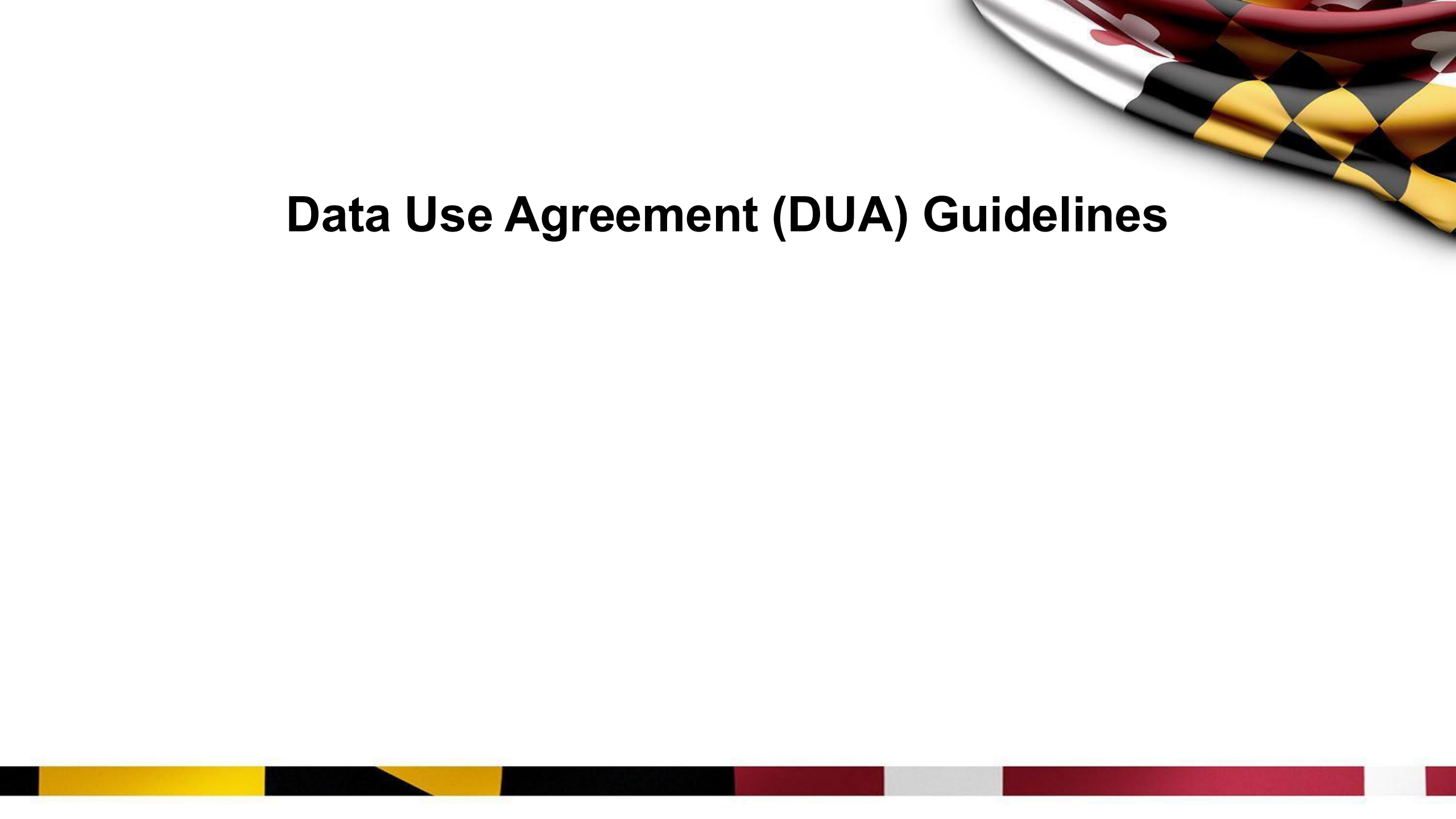
Appendices

Appendix A - **Types of Personal Information to be Processed**

Appendix B **List of Sub-Processors Granted Authorized Access to State PI**

Appendix C **CERTIFICATION OF DATA DESTRUCTION**



The image features decorative elements resembling parts of a flag. In the top right corner, there is a curved section of a flag with a white field, a red field, and a black and yellow checkered pattern. In the bottom left corner, there is a horizontal strip of a flag with a black field, a yellow field, and a black and yellow checkered pattern.

Data Use Agreement (DUA) Guidelines

Execution and Content Guidelines

1. DUA Execution and Procurement

- An integral part of the procurement process. Identifies who has authorize access (third-party processor's access to PI) and their role and responsibilities for protecting, processing, and sharing the State's data.

2. Mandatory Language

- Requires the use of specific State formats - **Title 10, Sections 1301–1309 (PIGA)**.

3. Required Document Information

- Agreement Details – Include Agency Name, third-party Contractor/Processor, RFP or Contract Number, execution date, notices Procurement Officer, contract monitor, and Authorized Agency and Contractor/Processor signatories, with full execution dates.
- Required Notices – Notices must be sent to the Agency Procurement Officer, contract monitor, and the Security Operations Center (if reporting a security or privacy incident).

Execution and Content Guidelines- Continued

4. Security and Compliance

- **Definitions** – Terms aligned with law and data classification policy
- **Permitted Uses and Disclosures of PI** – Legally authorized requests with written notice and agency-directed disclosure process. i.e., from the Records Custodian or Communications Office.
- **Privacy Breach Requirements – Assessment, Notification to consumer, and Reporting Requirements, include** for breaches of 1,000 or more individuals, requirement to **report to Attorney General's Office prior to sending notice to** Consumer reporting agencies, Notice Expeditious reporting requirement.

Appendix A:

- Identification of Specific Personal Information Types, see check boxes for ease of identification
- When using the “other” type category, specify and clarify the type/kind of data meant
- Use of Sensitive Data elements
- Confirm that each data element represents the minimum necessary information
- A change in data elements Processed requires an updated to the Appendix A and a contract modification.



Appendix B

- List of sub processors granted authorized access to State PI, two types:
 - Granted Authorized Access
 - No longer (revoked/removed) Granted Access
- Sub processor legal name Doing Business As (DBA)
- Business address and functions it fulfills
- Date Processor enters similar DUA with each Subprocessor
- Open to updating the list, as needed.



Appendix C: Certification of Data Destruction

- To be completed by the processor upon termination of agreement and the data's disposition
 - Requires the Processor to obtain an authorized signatory indicating the data destruction has taken place
 - Must be added to the “executed” document, based on agency protocol
 - The Agency Privacy Officer (APO) must be informed before data is either returned, or destroyed, verifying a chain of custody.



Thank you for your leadership in the Procurement Process!

Questions?

We are here to support you!

Cat Pañgilinan, State Chief Privacy Officer, AIGP, CIPP-US, CIPM, CHCP, CHC
caterina.pangilinan1@maryland.gov (410) 533-2355 (m)

Cecilia Barajas, Privacy Program Consultant, cecilia.barajas1@maryland.gov





Closing

Thank you for joining today!