

**DEPARTMENT OF BUDGET AND MANAGEMENT
OFFICE OF PERSONNEL SERVICES AND BENEFITS
RECRUITMENT & EXAMINATION DIVISION**

**REQUEST FOR PROPOSALS (RFP)
ON-LINE EMPLOYMENT POSTINGS**

I. SUMMARY STATEMENT

The Department of Budget and Management, Office of Personnel Services and Benefits, Recruitment & Examination Division, herein referred to as the “Department,” is seeking proposals for a vendor to provide on-line Employment Postings to assist the Department and all other State of Maryland (“State”) agencies in screening candidates and forwarding on to the State only those applications that meet posted requirements so as not to burden limited State staff and so that the State may obtain the best qualified job candidates to fill State employment openings.

The overall goals of the Employment Postings are to:

1. Establish the State as a viable and successful employer;
2. Provide a competitive rate for on-line job postings that reach the largest audience feasible to entice new job candidates to work for the State;
3. Provide applicant screening to limit the number of candidates to be reviewed by the State staff to only those that meet posted requirements for the specific job position being advertised; and
4. Provide separate billings for each State agency at the group posting rate.

II. DELIVERABLES

- The posting of as many job openings as possible during the approximately one-year term of the Contract. A single posting is to be available for a period of one month with the expectation that advertised job positions can be changed by the purchasing State agency an unlimited number of times during that month.
- Customized Job Postings with “Branding” to look like State agency websites that grab the attention of prospective employees and convey the benefits of employment with the State.
- Proper screening to ensure that only those candidates that meet the posted requirements are submitted to the State for further review and potential hiring.
- Separate invoices for each individual State agency that submits a posting.
- Monthly aggregate billing statements to the Department when usage by State agencies only reaches \$10,000.
- Separate monthly aggregate listing of usage by Maryland non-State governments and agencies (See Section XIII) for the Department.

III. MINIMUM REQUIREMENT

The on-line job posting web site must average a minimum of 200,000 hits per month in order to ensure that a large enough audience is being reached. Provide the Department with validation of the specified number of hits per month for the Offeror's web site by a reputable independent company respected in the industry.

IV. CONTRACT TERM

The anticipated term of the Contract shall be from the anticipated Contract award date of March 1, 2009 to December 31, 2009. However, as described under Section VI. Procurement Method, below, if it appears that the maximum Contract amount of \$25,000 will be exceeded before December 31, 2009 unless modified in accordance with State procurement regulations, this Contract will expire as of the time that the \$25,000 expenditure level is reached.

V. BACKGROUND

Each State Agency in the State is responsible for its own recruiting and advertising of open positions within the agency. The Department of Budget and Management is the approval authority for most State service contracts. Currently, each agency posts open positions on-line on an individual basis, which presumably costs considerably more money than if all State agencies were viewed as a single purchasing entity with commensurate group rate savings. The Department is seeking to establish a group rate for posting positions on-line with job branding to entice potential employees. This Contract will enable each State agency to utilize a lower posting rate to reach the maximum number of candidates on-line for job openings.

In addition, as per Section XIII, in order to assist Maryland local governments, the RFP requires the Contractor selected to perform the contract that results from this RFP to provide the same services to Maryland local government agencies as the RFP requires for State agencies, at the same rates.

VI. PROCUREMENT METHOD

This procurement is being conducted as a Small Procurement as described in COMAR 21.05.07. Small Procurement procedures may be used for procurements that are not expected to exceed \$25,000 in price for usage by State agencies. If it appears that the State will need more than \$25,000 of postings for State agencies during the term of this Contract, the Department will undertake a new procurement prior to the time the \$25,000 limit is reached. This Contract will end the sooner of December 31, 2009 or when \$25,000 in usage has been obtained. (Also see Section IV, Contract Term, above.)

VII. SUBMISSION INFORMATION

All proposals must be received at the location shown below by 3:00 p.m., February 25, 2009.
Mail/Deliver/E-mail proposals to:

Jamie Tomaszewski
Division of Procurement Policy & Administration
45 Calvert Street, Room 134
Annapolis, MD 21401
jtomasze@dbm.state.md.us
410-260-7386

Inquiries must be directed to the Department to the attention of Jamie Tomaszewski at the above mentioned telephone number and addresses.

VIII. PROPOSAL SUBMISSION SHALL INCLUDE

1. An authoritative independent validation of the specified number of hits per month for the Offeror's web site as required under Section III.
2. A description of the outreach potential for the Offeror's website in terms of absolute numbers, broken down by various demographic groups and geographic penetration, partnerships with large social networking websites and partnerships with print media in the State.
3. A detailed explanation of the screening process that will be used, to include:
 - a. How the screening is done;
 - b. What specific criteria is used to screen candidates to identify only those appropriate to forward to the advertising State agency;
 - c. Typical timeframe between the receipt of an applicant response, the screening of the applicant and, if the applicant is deemed qualified, the forwarding of the response to the requesting State agency;
 - d. How many personnel do screening currently, if not electronically processed; and
 - e. If additional staff will be needed to take on the State's Contract.
4. A detailed explanation of the posting process that will be used, to include:
 - a. Single point of contact with phone number and email address;
 - b. How postings are accepted;
 - c. The timeframe for postings to occur on-line after submission;
 - d. The ability to change job positions on a posting during the one month allotment;
 - e. The timeframe for removal of postings;
 - f. The identification requirements to verify State and Maryland local government agencies.
5. A sample job branding for an employer for which a similar service has been performed, preferably for government employment.
6. Samples of previously completed postings, with references that may be contacted to confirm satisfaction with results, timeliness, and price. (Provide a contact person for each reference, with title and telephone number and, if possible, an e-mail address.)

7. Description of the Offeror's company to include history, growth record and expansion plans or growth targets, location(s), organization chart, mission and any other relevant company information.
8. Description of monthly billing procedures, with a focus on the ability and process to individually bill State and Maryland local government agencies submitting postings.
9. Contact person. (Name, position, telephone and email address.)
10. Any other information deemed appropriate for consideration under this procurement.
11. A firm fixed proposal price to complete all deliverables based upon the model in Attachment A. Attachment A should be completed with no substantive changes or exceptions taken and submitted with the technical proposal to be evaluated.

IX. AWARD DETERMINATION

A Contract shall be awarded to the Offeror meeting the specified number of hits per month as required in Section III whose proposal is determined to be the most advantageous to the State considering price and the evaluation of the proposal using the selection criteria described in Section X below. The technical factors listed in Section X will have greater weight than the price (financial factor) in the overall award determination. ("Financial factor" means the Grand Total Number of Postings, in Row 2, Column A of Attachment A.)

X. SELECTION CRITERIA

All proposals received in response to this solicitation from vendors who meet the minimum requirement specified in Section III will be evaluated according to these technical evaluation factors (criteria) listed in descending order of importance:

- The potential outreach to the largest appropriate demographics possible, including any partnership(s) with social networking websites and partnership(s) with print media in Maryland. "Appropriate demographics" include:
 1. Total outreach;
 2. Outreach within Maryland and the surrounding areas;
 3. Outreach to a broad spectrum of employee types;
 4. Outreach to professional candidates and candidates with advanced education;
 5. Outreach to a wide spectrum of candidates by gender, race, age, education, etc.;
- The ability to screen potential job applicants so that only those candidates that meet the posted requirements for the specific position being advertised are provided to the advertising agency;
- The judged experience and qualifications of the offeror, with specific emphasis on similar projects;
- The judged creativity and effectiveness of the submitted samples;
- The satisfaction of references;
- Ability to bill individual State or Maryland local government agencies for their respective monthly postings; and

- Ability to track, monitor and submit total aggregate billings under the Contract for both State and Maryland local government agencies to the Department monthly, with timely advance/prior notice to the Department when State agency usage only reaches \$10,000.

XI. DEPARTMENT OBLIGATIONS

The Department agrees to:

1. Provide a list of eligible State agencies that will be utilizing the Contract group rate for job posting and to update the list as it deems appropriate. However, because of the extensive number of State entities of all sizes or the possibility that new entities may be created subsequent to the Department providing this list, the Department will confirm the State agency status of any entity which claims such status but isn't included on the initial list.
2. For all materials developed by the Contractor, promptly review for approval and/or provide comments on desired changes.
3. Provide and distribute Contractor contact information and group posting rate to all State agencies.
4. Work with the Contractor to track and monitor the number of postings by the State agencies to ensure the \$25,000 limit for State agency usage is not exceeded during the Contract period.

XII. PAYMENT

The Contractor may invoice for each posting on a monthly basis throughout the Contract term in accordance with the rates contained in its financial proposal. Invoicing shall be to each individual State agency submitting a posting, including the Department when the Department does a posting.

An agency may withhold and/or reduce payment for unsatisfactory performance.

XIII. CONTRACT EXTENDED TO INCLUDE NON-STATE MARYLAND GOVERNMENTS OR AGENCIES

Maryland county, municipal, and other non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State Maryland governments or agencies: (1) shall constitute contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State, and (5) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

Any usage of the Contract resulting from this RFP by Maryland non-State governments or agencies will not be counted towards the \$25,000 cap established for this Contract. (See Sections IV and VI.) Nonetheless, Maryland non-State governments or agency Contract usage shall be at the same rates and with the same types and level of service as is required for State agencies.

IX. ATTACHMENTS

ATTACHMENT A – Price Proposal Form.

ATTACHMENT B – The State Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed Contract award.

ATTACHMENT A PRICE PROPOSAL FORM

**FOR THE RFP FOR ON-LINE EMPLOYMENT ADVERTISING
FOR THE DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF
PERSONNEL SERVICES AND BENEFITS, RECRUITMENT & EXAMINATION
DIVISION**

COMPANY NAME: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

COMPANY ADDRESS: _____

OFFICE TELEPHONE NUMBER: _____ **FAX:** _____

CONTRACT CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ **DATE:** _____

| | A. On-Line Job Postings* | B. Price per Posting** | C. Total Price |
|---|--------------------------------|---------------------------|-------------------|
| 1. Minimum Number of Postings required to achieve the lowest price per posting. (Base #) | | X \$ | = |
| 2. Maximum Number of Postings to meet Not-to- Exceed amount. (GRAND TOTAL) | | X \$ | = \$25,000.00*** |

* The minimum number of postings (column A) would establish a base number of postings needed within the one-year contract to guarantee the lowest price per posting. The maximum number of postings is the exact number allowed for the one-year contract term. This number should be multiplied by the price per posting to determine the contract grand total and evaluation price.

** The price per posting (column B) is a constant number and should be the same for both rows.

*** The financial evaluation will be based upon the lowest price per posting for the maximum total number of postings allowed for the proposed grand total price. The winning contractor will be paid on a per posting basis with its grand total in column B not to exceed \$25,000. (As per Sections IV and VI of the solicitation document.)

**ATTACHMENT B
STATE OF MARYLAND
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the _____ day of _____, 2009 by and between the **DEPARTMENT OF BUDGET AND MANAGEMENT** ("Department"), a principal department of the State of Maryland (the "State"), and _____ ("Contractor") whose address in this State is _____ and whose principal address is _____.

The parties agree as follows:

1. Services to be Provided.

(a) The Contractor shall provide the following services:

1. Establish the State as a viable and successful employer through customized job branding;
2. Provide a competitive rate for on-line job postings that reach the largest audience feasible to entice new job candidates to work for the State; 3. Provide applicant screening to limit the number of candidates to be reviewed by the State staff to the most qualified for the specific job position being advertised; and 4. Bill each State agency separately at the group posting rate, for its respective portion of the recruitment branding as each agency places postings, in accordance with the scope of work attached as Exhibit A and incorporated herein.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. Performance under this Contract shall commence on _____, 2009, and shall be completed on the earlier to occur of the following: (i) when \$25,000 in usage is reached, or (ii) December 31, 2009.

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$25,000. Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid or proposal, attached as Exhibit B.

(b) **Method of Payment.** Department shall pay Contractor no later than thirty days after Department receives a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** Contractor's Federal Tax Identification Number is _____ Contractor's Social Security Number is _____ (Individual

Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by Contractor to Department for payment.

4. **Procurement Officer.** Department designates Jamie Tomaszewski to serve as Procurement Officer for this Contract. All contact between Department and Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. **Termination for Default.** If Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act

(Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

IN WITNESS WHEREOF, the parties have executed this Contract on or before the date first set forth herein.

WITNESS/ATTEST:

FOR THE CONTRACTOR:

By: _____(SEAL)

Name Typed

Title

WITNESS:

**FOR THE DEPARTMENT OF BUDGET AND
MANAGEMENT**

By: _____

Name Typed

Title

Attachment: Exhibit A: Scope of Work or Solicitation
Exhibit B: Bid or Proposal

Revised April 11, 2006