



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

QUESTIONS AND ANSWERS

Contract Title: ON-LINE JOB POSTINGS AND EMPLOYMENT ADVERTISING
Project No. 050B0400003
Pre-Bid Conference Held on April 29, 2010

QUESTION 1: What specific third party vendors can be used for the verification of the website traffic?

ANSWER: The company to verify this information needs to be reputable and known in the industry. It can be anyone your company chooses to utilize to determine the success of your business web site.

QUESTION 2: Can we use a network of employment / diversity websites to accumulate 200,000 hits?

ANSWER: The 200,000 hits pertain to the number of visits to a web site on a national level and can include a network of websites utilized to post the specific job requested.

QUESTION 3: How would each agency be billed?

ANSWER: State Agencies would be billed on a monthly basis, according to Section 3.4.

QUESTION 4: Can agencies purchase additional branding outside the contract?

ANSWER: No, the Job Branding is an elective that is priced as part of the contract. If an agency wishes to purchase the branding it would be part of the contract. Any other type of advertising/branding services that an agency might need would have to be purchased through a separate procurement.

QUESTION 5: Can you explain the "termination of convenience" clause?

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

Tel: (410) 260-6014 • Fax: (410) 974-3274 • Toll Free: 1 (800) 705-3493 • TTY Users: call via Maryland Relay

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ANSWER: The “termination of convenience” clause is a mandatory State of Maryland clause in every contract. That states: “The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. 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; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that 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).”

QUESTION 6: Is the State of Maryland required to comply with OFCCP (Office of Federal Contracts and Compliance Programs) regulations?

ANSWER: No, the State of Maryland is required to comply with the Code of Maryland Regulations (COMAR), Title 21 – Procurement Regulations.