

CONTRACT WORKER REQUEST FOR QUALIFICATIONS

RFQ No. 3140000271

Smart No. 1450-16-R-RFQF-0002

MARINE FISHERIES–SHELLFISH BUREAU CONTRACT WORKER

Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, Mississippi 39530

Contact: Sonja Slater – Sonja.Slater@dmr.ms.gov

Introduction

The Mississippi Department of Marine Resources (MDMR) manages the coastal resources for the State of Mississippi through the authority of the Commission on Marine Resources. We are seeking to fill a contract worker position within the Marine Fisheries Division, Shellfish Bureau of MDMR.

Deadlines/Timeline

Contract Worker RFQ issue date:	August 28, 2015
Deadline for Questions to MDMR:	September 16, 2015 10:00 a.m. CST
Posting of Written Answers to Questions:	September 18, 2015 10:00 a.m. CST
Resume Submission Deadline:	September 24, 2015 10:00 a.m. CST
Selection Completed:	September 30, 2015

How to Apply

To apply for this position please submit a resume describing your education and prior work history, including relevant work experience. The resume must be **received** by MDMR no later than **September 24, 2015, at 10:00 a.m. CST**. The resume should include the name and current contact information of at least three references, preferably references familiar with your job performance skills. The resume should also include your current contact information (address, email address, phone number). You must attach the Resume Cover Sheet (Attachment A to this RFQ) to your resume and the Resume Cover Sheet must be filled out and signed by you. Incomplete resume packages will not be accepted. If MDMR is unable to contact your references based upon the contact information you provide, your resume may be rejected.

You may personally deliver or mail your resume to Sonja Slater on the 6th floor, 1141 Bayview Avenue, Biloxi, Mississippi 39530. Remember, you are responsible for making sure your resume is received by the deadline. **Resumes received after the deadline will not be considered.**

Your resume should be placed in a sealed envelope labeled as follows:

CONTRACT WORKER RFQ
RFQ No. 3140000271
Opening Date: September 24, 2015, 10:00 a.m. CST
Mississippi Department of Marine Resources
Attention: Sonja Slater
1141 Bayview Avenue
Biloxi, MS 39530
SEALED RESUME – DO NOT OPEN

Job Duties

The main duties of this contract worker position revolve around oyster resource enhancement and rehabilitation and monitoring of waters and reefs. The duties include:

- Provide assistance to all aspects of the Shellfish Bureau of Marine Fisheries
- Man, operate, and work in the oyster check stations as required by the Shellfish Bureau
- Collect water samples as required by the ISSC/NSSP Model Ordinance
- Monitor the deployment of oyster cultch plants
- Inspect reef material to assure contractual obligations and compliance are met according to the Mississippi Shellfish Program
- Assist with the physical monitoring of Mississippi shellfish reefs using side scan sonar and biological monitoring using dredges, tongs, and additional biological sampling gear as necessary
- Assist in pre-deployment surveys to assess bottom suitability for the size and/or type of material to be deployed on a proposed oyster reef site
- Input, analyze, and chart/map oyster reef data on the computer
- May assist in the Scuba Diving Reef Assessment program, as needed; will perform scuba diving assistance duties as assigned by supervisor and those that are outlined in the MDMR Scuba Diving Policies and Procedures, including maintenance of scuba diving equipment
- Perform other duties as assigned

Minimum Qualifications

The selected individual for this position must have knowledge of coastal area waters and be able to operate a boat. The ideal candidate must be familiar with the oyster industry,

navigation equipment, recorders, Global Positioning System instruments and YSI multi-parameter water quality instruments. Knowledge or routine maintenance of boats and equipment is preferred. The individual must have graduated from a standard four-year high school or equivalent (GED or High School Equivalency Diploma) and have two (2) years of experience related to the above described job duties. Additionally, the individual must possess a valid Mississippi Driver's License or a Driver's License from a contiguous state.

Compensation and Hours Worked

The work hours for this position will be **40 hours per week**. The pay rate is **\$16.00 per hour**. MDMR will withhold FICA/Medicare, and federal and state withholding taxes. MDMR will pay the required employer contribution for FICA/Medicare.

Selection Process

An MDMR interview committee will review all resumes which are complete and timely submitted. The committee will select the most qualified candidates for interview. After interviews are completed, the committee will recommend the top candidates to the MDMR Executive Director, who may conduct interviews with the top candidates. The Executive Director will select the individual to be offered the position.

Term of Contract

The start date for this contract worker contract is the date the contract is signed by the selected individual and the Executive Director of the MDMR. The end date is one year, or 365 days, from the start date. This contract worker contract may be renewed or extended at the sole discretion of the MDMR and with the agreement of the contract worker.

MDMR Contact and Questions/Requests for Clarification

All questions and requests for clarification must be submitted by email to:

Sonja Slater, Procurement Director

Sonja.Slater@dmr.ms.gov

All questions/requests for clarification must be received no later than September 16, 2015 at 10:00 a.m. CST.

All questions/requests for clarification and the answers thereto will be published on the MDMR website (<http://dmr.ms.gov>) in a manner that all applicants will be able to view by September 18, 2015 at 10:00 a.m. CST.

Amendments to this RFQ

Should an amendment or amendments to this RFQ be issued by MDMR, it will be posted on the MDMR website (<http://www.dmr.ms.gov>) and on the Mississippi Contract/Procurement Opportunity Search Board (Procurement Portal) website (https://www.ms.gov/dfa/contract_bid_search/Bid) in a manner that all applicants will be able to view. Furthermore, applicants must acknowledge receipt of any amendment to this RFQ by signing and returning the amendment with the resume package, by identifying the amendment number and date in the space provided for this purpose on the Resume Cover Sheet, or by letter. The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of resumes. It is the vendor's sole responsibility to monitor the website for amendments to the RFQ.

Equal Opportunity Statement

MDMR will select the contract worker for this position without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

Attachment

The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures.

ATTACHMENT A

Resume Cover Sheet

Please complete and sign this sheet and attach to your resume. This will be your “resume package”. Incomplete or unsigned resume packages may be rejected.

Name: _____

Address: _____

Phone: _____

Email: _____

By signing below, you certify the following:

1. **Contingent Fees.** Have you promised compensation to any person to solicit or secure this state contract worker contract?
 Yes
 No

If you checked yes, please explain:

2. **Gratuities.** You represent that you have not violated, are not violating, and promise not to violate the prohibition against gratuities set forth in Section 6-204 of the Personal Service Contract Review Board Rules and Regulations which may be found at <http://mspb.ms.gov>.

- 3. Amendments.** You acknowledge all Amendments, if any, to this RFQ. Please list Amendments acknowledged by number and date.

- 4.** That you have thoroughly read and understand the RFQ and Attachments, and that you agree to all provisions of the RFQ and Attachments including, but not limited to the clauses contained in Attachment B which will be included in any contract resulting from this RFQ.

Signature: _____

Date: _____

ATTACHMENT B

Any contract worker contract entered into pursuant to this RFQ will contain the following clauses, and may contain other clauses. Any reference to “he”, “his” or “himself” also includes “she”, “her” or “herself”.

Timesheets

The Contract Worker must provide timesheets bi-weekly. Timesheets are due on the first working day following the end of the pay period.

Availability of Funds

It is expressly understood and agreed that the obligation of the MDMR to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDMR, the MDMR shall have the right upon ten (10) working days’ notice to Contract Worker, to terminate this agreement without damage, penalty, cost or expenses to the MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Compliance with Laws

Contract Worker understand that the MDMR is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contract Worker agrees during the term of the agreement that Contract Worker will strictly adhere to this policy in his employment practices and provision of services. Contract Worker shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Ownership of Intellectual Property

The MDMR will own all documents and intellectual property created in connection with this contract. The Contract Worker must deliver all documents and working papers to MDMR on termination or completion of this contract. Both parties agree that any work generated by the Contract Worker under this contract is work for hire.

The Contract Worker hereby assigns all worldwide, exclusive interest to the work created under this contract exclusively to MDMR, including all software code, documentation, design, trademarks, logos and trade dress associated with the work. Contract Worker disclaims all trademark and copyright interest in the work and the actual work itself. Contract worker affirms that he has no other intellectual property interest that would undermine this assignment, or the use of the work, and will do nothing to undermine it in the future.

Certifications

Representation Regarding Gratuities. The Contract Worker represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

Representation Regarding Contingent Fees. The Contract Worker represents that he has not retained a person to solicit or secure a State contract, including this State contract, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Employment Status

The Contract Worker shall, at all times, be regarded as a contractual worker and shall at no time act as an agent for the MDMR. Nothing herein shall be deemed or construed by the MDMR, the Contract Worker, or any third party as creating the relationship of principal and agent, partners, joint venture, or any similar such relationship between the MDMR and the Contract Worker. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDMR or the Contract Worker hereunder, create or shall be deemed to create a relationship other than the independent relationship of the MDMR and the Contract Worker.

The Contract Worker shall not be deemed a state service or non-state service employee of the State of Mississippi, and shall not be eligible to participate in the Public Employees Retirement System, or the state employee health plan, nor be allowed credit for personal and sick leave and other leave benefits as employees of the State of Mississippi.

The services provided by the Contract Worker are a necessary contribution to and are part of the Shellfish Bureau of Marine Fisheries. Therefore, the Contract Worker will avoid any conflict or appearance of conflict between the interest of the MDMR and his own personal interest. Contract Worker agrees to disqualify himself from acting on any official matter which involves a relative, personal acquaintance, his own records, or any case in which he has prior knowledge or experience.

The Contract Worker understands and agrees that continued employment is or may be contingent upon a satisfactory background investigation by the MDMR.

Termination

Contract Worker understands that this position is at-will. MDMR may modify the hours or terminate this contract without cause and without prior notice. Contract Worker may terminate this contract with two weeks written notice to MDMR.

Confidentiality

The Contract Worker must not, either during the service prior or at any time thereafter, directly or indirectly, use or disclose to any person any confidential information provided, however, that nothing in this section precludes the Contract Worker from disclosing or using Confidential Information, if:

- A. The Confidential Information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Contract;
- B. Disclosure of the Confidential Information is required to be made by any law, regulation, governmental authority or court; or,
- C. The Confidential Information was received by the Contract Worker after termination of the service period from a third party that had a lawful right to disclose it to the Contract Worker.

Contract Worker must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (a972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of

Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contract Worker as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required to be kept confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Contract Worker as trade secrets or proprietary information, the MDMR will notify the Contract Worker who will be given a reasonable time to obtain a court order protecting the information. *See Mississippi Code Annotated § 25-61-9(1).*

Severability

Each provision of this contract must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Contract will remain in full effect.

Entire Agreement

This contract and its attachments are the entire understanding between the parties.

Changes

This contract shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this contract and must be confirmed in writing through the MDMR.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this contract must be made in writing by the MDMR.

Anti-Assignment/Subcontracting

The Contract Worker acknowledges that he was selected by the MDMR to perform the services required hereunder based, in part, upon the Contract Worker’s special skills and expertise. The Contract Worker shall not assign, subcontract or otherwise transfer this contract in whole or in part.

Applicable Laws

This contract is governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Contract must be litigated in the state courts of Mississippi. The contract is governed by the applicable provisions of the Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 Capitol Street, Jackson, Mississippi, for inspection, or downloadable at www.mspb.ms.gov.

Acknowledgement

The Contract Worker acknowledges that he:

- A. Has had sufficient time to review and consider the contract thoroughly;
- B. Has read and understands the terms and scope of this contract and his obligations hereunder; and,
- C. Has been given an opportunity to obtain independent legal advice, or such other advice as he may desire concerning the interpretation and effect of this contract.

Authority to Contract

The Contract Worker warrants:

- A. That he is a contractual worker;
- B. That entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and,
- C. Notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect his ability to perform his obligations under this contract.