CONTRACT WORKER REQUEST FOR QUALIFICATIONS

RFQ No. 3140000321

Smart No. 1450-16-R-RFQF-0007

Oyster Council Liaison

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 for an Oyster Council Liaison, within the MDMR.

Deadlines/Timeline

Contract Worker RFQ issue date:	December 1, 2015
Deadline for Questions to MDMR:	December 9, 2015 10:00 a.m. CST
Posting of Written Answers to Questions:	December 11, 2015 10:00 a.m. CST
Resume/Application Submission Deadline:	**December 16, 2015** **10:00 a.m. CST**
Selection Completed:	December 29, 2015

How to Apply

To apply for this position please submit a resume describing your education and prior work history, including relevant work experience, and a completed application (see application attached hereto as Attachment B.) The resume should include the name and current contact information of at least three references, preferably references familiar with your job performance skills. If MDMR is unable to contact your references based upon the contact information you provide, your application may be rejected. You must attach the Application Cover Sheet (Attachment A to this RFQ) to your resume and application. Your resume, application, and Application Cover Sheet will be referred to herein as your "Application Packet". The Application Packet should include your current contact information (address, email address, phone number). Incomplete Application Packets will not be accepted. Your Application Packet must be **received** by MDMR no later than **December 16, 2015, at 10:00 a.m. CST.**

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

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

OYSTER COUNCIL LIAISON RFQ
RFQ No.3140000321
Opening Date: December 16, 2015, 10:00 a.m. CST
Mississippi Department of Marine Resources
Attention: Sonja Slater
1141 Bayview Avenue
Biloxi, MS 39530
SEALED APPLICATION – DO NOT OPEN

Job Duties

The contract worker in this position will be responsible for coordination and facilitation of the priority project activities for the Governor's Oyster Council on Restoration and Resiliency. The worker will review project activities and create timelines for achieving project goals in conjunction with appropriate MDMR staff and Oyster Council advisory members. The contract worker will lead implementation of designated projects and will consult with MDMR officers, state agencies and other entities as appropriate to ensure adequate coordination for Oyster Council projects. The worker will attend meetings to facilitate Oyster Council projects and ensure projects are in accordance with MDMR's interests and regulations. The contract worker will advise the MDMR relative to activities and meetings associated with Oyster Council activities. The contract worker will attend seminars, conferences or workshops and provide reports of information gathered at these events. The contract worker will report to the Executive Division.

Minimum Qualifications

The minimum qualifications for the Oyster Council Liaison contract worker employee position are:

- Education:
  - A Bachelor's degree in coastal, marine, fisheries, or environmental policy, planning or resource management including fish or wildlife management, biological or physical sciences or other related applicable field of study from an accredited school.

- Experience, background, and skills:
  - Experience (minimum of 10 years) dealing with state and federal laws and regulations related to commercial and recreational fishing policy;

- Knowledge of coastal wetlands permitting and leasing of water bottoms for shellfish aquaculture;
- Technical experience (minimum of 10 years) in obtaining, manipulating, and organizing statistical fisheries data;
- Experience (minimum of five years) with contracting and implementation of oyster reef enhancement activities including cultch plants, cultivation and relays;
- Experience developing and maintaining partnerships with local, state, regional and federal representatives on coastal issues programs and activities with local communities;
- Knowledge of the Governor's Oyster Council on Restoration and Resiliency report and recommendations produced in June, 2015; and,
- Strong communication skills both in the written and verbal form.

Compensation and Hours Worked

The work hours for this position will be **20 hours per week**. The pay rate is **$43.00 per hour**. MDMR will withhold FICA/Medicare, and federal and state withholding taxes. MDMR will pay the required employer contribution for FICA/Medicare, as well as the required PERS contribution if the contract worker is a PERS retiree.

Selection Process

The selection process for this position will be in four steps.

- Step One:
  - A committee consisting of the Chief Scientific Officer, a representative of the Marine Fisheries Program, and a representative from the Human Resources Department will review all Application Packets timely received and select the applicants who have the required education for the position. Applicants will be asked to supply their transcript(s); unofficial copies are acceptable. All applicants who possess the minimum required education will move to the next selection process step.
- Step Two:
  - The committee will evaluate applicants on their experience, background and skills as listed above under Minimum Qualifications. This evaluation will be based upon their Application Packets. Applicants should provide sufficient information so that their experience and background can be thoroughly evaluated. The evaluation scale will be one through five for each factor listed. The top three applicants based upon scores from this evaluation will move to the next selection process step.

- Step Three:
  - The top three applicants from Step Two will be interviewed by the committee. The evaluation scale for each question will be one through five. Each applicant interviewed will be asked the following questions:
    - Describe your previous work experiences as applicable to this position.
    - What interests you about working for MDMR?
    - What experience do you have working with federal and state permits for water bottom shellfish activities?
    - Describe oyster reef enhancement projects including cultch plants and/or relays with which you have working experience working.
    - Describe your experience working with state and federal laws relating to commercial and recreational fishing policy.
    - How would you go about determining optimal locations for off bottom shellfish farms?
    - Similarly, how would you determine optimal lease sites for traditional on bottom oyster farms?
    - Utilizing the report from the Governor's Oyster Council on Restoration and Resiliency, what activities are critical to Mississippi's goal of harvesting one million sacks of oysters by 2025?
    - Describe your experience working with the oyster industry.

- Step Four:
  - The top scoring applicant from Step 3 will have his or her work references checked. If the applicant passes the work reference check (see below), the applicant will be recommended to the Executive Director for hire. Two references will be contacted and asked the following questions:

    On a Scale of 1-5 with 1 being low and 5 being high:

    - How would you rate the candidate's knowledge of state and federal laws relating to commercial and recreational fishing?
    - How would you rate the candidate's work performance?
    - How would you rate the candidate's ability to develop and maintain partnerships?
    - How would you rate the candidate's communication skills?
    - Would you hire candidate in a project management role for your company/agency? (yes=5, no=0).

  - To pass the work reference check, the applicant must receive a minimum score of 15 from each of the two references. If the top scoring applicant does not pass the work reference check, the second highest scoring applicant will have his or her work references checked, and so on and so forth.

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 for up to two, one year terms 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 December 9, 2015 at 10:00 a.m. CST.

All questions/requests for clarification and the answers thereto will be published on the MDMR website (http://www.dmr.ms.gov) in a manner that all applicants will be able to view by December 11, 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 Application Packet, by identifying the amendment number and date in the space provided for this purpose on the Application 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 and applications. 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

Application Cover Sheet

Please complete and sign this sheet and attach to your resume and application. This will be your "Application Packet". Incomplete or unsigned Application Packets 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 C which will be included in any contract resulting from this RFQ.

Signature: _____

Date: _____

Attachment B

DEPARTMENT OF MARINE RESOURCES CONTRACT WORKER APPLICATION

Return Completed Application to:
Department of Marine Resources
1141 Bayview Avenue, Suite 101
Biloxi, MS 39530
Attention: Sonja Slater

For Staff/Official Use Only

Received: _____

-TYPE OR PRINT IN BLACK INK-

JOB INFORMATION

RFQ #:	POSITION TITLE:

PERSONAL INFORMATION

FIRST NAME	MIDDLE INITIAL	LAST NAME
ADDRESS		
CITY	STATE	ZIP
HOME PHONE	ALTERNATE PHONE	
MONTH AND DATE OF BIRTH	WHICH METHOD DO YOU PREFER TO BE NOTIFIED ABOUT YOUR APPLICATION STATUS? ☐ EMAIL OR ☐ PAPER	
EMAIL ADDRESS		

EDUCATION

WHAT IS YOUR HIGHEST LEVEL OF EDUCATION:

☐ Some High School ☐ Some College ☐ Associate's Degree ☐ Master's Degree ☐ Doctorate Degree
☐ High School ☐ Technical College ☐ Bachelor's Degree ☐ Specialist's Degree

HIGH SCHOOL EDUCATION

DID YOU GRADUATE FROM HIGH SCHOOL/RECEIVE A G.E.D. OR A HIGH SCHOOL EQUIVALENCY DIPLOMA? YES ☐ NO ☐

IF NO, WHAT WAS THE HIGHEST GRADE LEVEL COMPLETED? 7 ☐ 8 ☐ 9 10 ☐ 11 ☐ 12 ☐

COLLEGE/UNIVERSITY EDUCATION

SCHOOL NAME		DEGREE RECEIVED
DATES ATTENDED	DID YOU GRADUATE? YES ☐ NO ☐	☐ SEMESTER ☐ QUARTER # OF UNITS COMPLETED:
SCHOOL LOCATION (CITY/STATE)	MAJOR	

SCHOOL NAME		DEGREE RECEIVED
DATES ATTENDED	DID YOU GRADUATE? YES ☐ NO ☐	☐ SEMESTER ☐ QUARTER # OF UNITS COMPLETED:
SCHOOL LOCATION (CITY/STATE)	MAJOR	

SCHOOL NAME		DEGREE RECEIVED
DATES ATTENDED	DID YOU GRADUATE? YES ☐ NO ☐	☐ SEMESTER ☐ QUARTER # OF UNITS COMPLETED:
SCHOOL LOCATION (CITY/STATE)	MAJOR	

CERTIFICATES & LICENSES (INCLUDING DRIVER'S LICENSE)

TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION
TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION
TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION

WORK HISTORY

DATES From To	EMPLOYER	POSITION TITLE
ADDRESS, CITY, STATE		
PHONE NUMBER	SUPERVISOR (NAME & TITLE)	
HOURS PER WEEK	SALARY	MAY WE CONTACT THIS EMPLOYER? YES ☐ NO ☐
DUTIES		
DATES From To	EMPLOYER	POSITION TITLE
ADDRESS, CITY, STATE		
PHONE NUMBER	SUPERVISOR (NAME & TITLE)	
HOURS PER WEEK	SALARY	MAY WE CONTACT THIS EMPLOYER? YES ☐ NO ☐
DUTIES		

WORK HISTORY

DATES From To	EMPLOYER	POSITION TITLE
ADDRESS, CITY, STATE		
PHONE NUMBER	SUPERVISOR (NAME & TITLE)	
HOURS PER WEEK	SALARY	MAY WE CONTACT THIS EMPLOYER? YES ☐ NO ☐
DUTIES		

DATES From To	EMPLOYER	POSITION TITLE
ADDRESS, CITY, STATE		
PHONE NUMBER	SUPERVISOR (NAME & TITLE)	
HOURS PER WEEK	SALARY	MAY WE CONTACT THIS EMPLOYER? YES ☐ NO ☐
DUTIES		

MILITARY INFORMATION

1. ARE YOU A VETERAN OF THE ARMED FORCES? YES NO
   (*IF YOU INDICATED "YES", YOU MUST ATTACH A COPY OF YOUR DD214 OR OTHER PROOF OF SERVICES.)*
2. IF YOU ARE A VETERAN, WERE YOU DECLARED DISABLED? YES ☐ NO ☐

ADDITIONAL INFORMATION

Additional Information (other schools or training; special qualifications; honors and awards; etc.):

APPLICANT DECLARATIONS

By signing this application, I certify that all statements made herein and on any attached documents are true and complete to the best of my knowledge. I authorize the verification of this information by the Department of Marine Resources. I know that any misrepresentation herein may lead to rejection of my application. I understand that, as a condition of employment, I will be required to present documentation which verifies both my identity and my employment eligibility pursuant to federal immigration law.

X_____ _____

SIGNATURE OF APPLICANT DATE

ATTACHMENT C

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 Executive Office of the MDMR. 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 form 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.