

**REQUEST FOR PROPOSALS FOR  
ENVIRONMENTAL ATTORNEY SERVICES**

**KOSRAE ISLAND RESOURCE MANAGEMENT AUTHORITY (KIRMA)  
Robert H. Jackson, Program Director  
Kosrae, Federated States of Micronesia 96944  
691-370-2076**

**Refer to this RFP as  
Environmental Attorney Services 2009-2010**

**DATE OF ISSUANCE**

**December 8, 2009**

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## **CALENDAR OF EVENTS**

**RFP ISSUED**

**December 8, 2009**

**PROPOSALS DUE**

**January 15, 2009**

**SELECTION COMPLETE**

**January 23 , 2009**

**ANTICIPATED START WORK**

**No later than February 1, 20010**

**ANTICIPATED COMPLETION**

**No later than September 30, 2010**

## **Part I—GENERAL INFORMATION**

**KIRMA:** Responsible for over seeing the wise use and protection of Kosrae's resources, balancing the needs of economic and social development with those of environmental quality and respect for our traditional ways.

The following program goals describe the overall purpose and scope of KIRMA. To protect the environment, to promote human health, welfare & Safety. To abate, control and prevent pollution or contamination of air, land and water. To ensure that economic and social development is environmentally sustainable. Protect marine resources to contribute to the nutritional economic and social well being of the growing population and strengthen preservation, conservation and management of historical and cultural resources and maintain proper use of resources for sound.

The KIRMA is a five-member Board appointed by the Governor and confirmed by the State Legislature. KIRMA assumed the responsibility of the former Environmental Protection Board, with additional responsibilities, such as developing a land use plan for Kosrae, and adopting regulations that ensure the economic and social development is environmentally sustainable.

**KOSRAE:** Kosrae is one of four states that make up the Federated States of Micronesia. This single-island state is located in the Caroline Islands, just over 2,800 miles southwest of Honolulu, Hawaii. Kosrae is situated at approximately 5 degrees 19 minutes north of the equator and 163 degrees east of the Greenwich Meridian, making it the easternmost island of the over 600 islands that make up the FSM.

Kosrae is the second largest single island in the FSM. It is roughly triangular in shape with a land area of 42 square miles. High, steep, rugged mountains covered with dense tropical vegetation characterize the island's interior. Several mountain peaks rise to 2,000 feet above sea level. Much of the shoreline is fringed with beautiful, dense mangrove forests. The beaches vary from rocky to fine sand. There are three natural harbors in Kosrae, one on each side of the island. The rest of the island is surrounded by a fringing reef that creates a very shallow reef flat between the reef and most of the shore.

The climate is characterized by high humidity and temperatures that average 80 degrees Fahrenheit year round. Annual rainfall averages over 200 inches per year near the coast and up to 240 inches per year in the upland.

**OVERVIEW OF WORK:** A detailed description of the work to be done and the time constraints are explained below. In general, the duties include drafting proposed environmental legislation and regulations, providing legal advice on enforcement, reviewing and commenting on community education materials, and providing legal advice to the Program Director and Board on policies and procedures.

KIRMA anticipates the provider will have a periodic presence on Kosrae, but a continuance presence is not required.

A sample of the proposed contract is contained in Appendix A.

**QUESTIONS:** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email to the Program Director at rhjackson82@yahoo.com. If the Offeror has questions, they must be submitted via email **no later than** five days before the proposal due date. The Offeror shall not attempt to contact KIRMA by any other means. KIRMA shall respond to the question by e-mail within three days or receipt.

KIRMA shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum.

**DUE DATE OF PROPOSALS:** To be considered for selection, three hard copies of proposals must arrive at KIRMA on or before the time and date specified in the RFP Calendar of Events. KIRMA will **not** accept proposals via email or facsimile transmission.

Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, KIRMA is closed on the proposal response date, the deadline for submission will be automatically extended until the next business day on which the office is open.

Proposals shall be submitted to:

KIRMA  
Robert H. Jackson, Program Director  
P.O. Box 480  
Tofol, Kosrae FM 96944

KIRMA reserves the right to reject, unopened, any late proposals.

**NOTIFICATION OF SELECTION:** KIRMA will notify the selected Offeror in writing of its selection for negotiation after KIRMA has determined, taking into

consideration all of the evaluation factors, the proposal that is the most advantageous to KIRMA.

**KIRMA reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.**

## **Part II—PROPOSAL REQUIREMENTS**

Offerors must submit their proposals in the format outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal should be submitted as a separate document. This ensures that other factors will be of primary consideration in selection.

KIRMA reserves the right to request additional information which, in KIRMA's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

KIRMA may make investigations as deemed necessary to determine the ability of the Offeror to perform the work. KIRMA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy KIRMA that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the work as specified.

### **PROPOSAL FORMAT**

**Statement of Services Required.** State in succinct terms your understanding of the service required by this RFP.

**Proposal Summary.** In one page or less, summarize your plan for accomplishing the work.

**Work Plan.** Describe in narrative form your plan for accomplishing the work. Use the task descriptions in this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be explained. Estimate the number of person hours for each task. Include an explanation of how the successful accomplishment of your work can be measured. If more than one approach is apparent, please comment on why you chose this approach.

**Prior Experience.** Describe your education and experience in environmental law and in work similar to that required in this project. Describe specific examples of completed

projects and include the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted for a reference.

It is anticipated that substantially all work will be performed by the Offeror. If other personnel will be engaged in the work, include their name, address and resume or similar document showing their education and experience related to this work. Indicate the responsibilities other personnel will have in the work.

**Other Factors.** Describe any other factors to be considered such as other employment, computer related skills, and any limitations on our ability to meet deadlines or travel to Kosrae.

**Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the contract terms and conditions (contained in **Appendix A**) it would like to renegotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but KIRMA may consider late objections and requests for additions if, in KIRMA's sole discretion, it is in the best interest of KIRMA. KIRMA may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions.

**Cost Submittal.** The Cost Submittal shall be placed in a separate sealed envelope. The total proposed cost shall be broken down into the following components:

1. **Personnel costs.** Itemize to show the estimated hours, rate per hour, and total cost for each activity.
2. **Travel costs.** Itemize transportation, lodging and meals separately.
3. **Supplies and materials.** Itemize.
4. **Other direct costs.** Itemize.
5. **Total cost.**

**KIRMA will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after KIRMA has issued a notice to proceed.**

**Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

**Alternate Proposals.** KIRMA will accept alternate proposals.

**Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to KIRMA to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. KIRMA will initiate requests for clarification.

### **Part III—CRITERIA FOR SELECTION**

**Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

**Technical Nonconforming Proposals.** KIRMA reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

**Evaluation.** KIRMA will select a committee of qualified personnel to review and evaluate timely submitted proposals. KIRMA will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous as determined by KIRMA after taking into consideration all of the evaluation factors.

**Criteria for Selection.** The following criteria will be used, in the order given, to evaluate each proposal:

1. Offeror's qualifications,
2. Thoroughness of work plan,
3. Capacity of Offeror,
4. Proposed changes to contract terms and conditions, and
5. Cost.

### **Part IV—WORK STATEMENT**

**Work to be accomplished.**

1. Evaluate existing Environmental Impact Assessment and Environmental Impact Statement procedures and draft updated legislation, regulations, and operating procedures, as requested
2. Draft Pesticides Management regulations pursuant to Persistent Organic Pollutants Legislation Act.
3. Draft legislation to create new provision/chapter on Safe drinking water, Air, Solid Waste and Hazardous waste pollution
4. Advise KIRMA on revision of 2003 Land-Use Plan and Watershed Stewardship Plan and Regulation on monofilament gill net (mesh size)
5. Advise and assist in administrative and court enforcement actions (existing staff represent KIRMA in prosecuting most cases)
6. Prosecute complex enforcement actions, as requested.

7. Provide legal advice and assistance on internal operating procedures within the Agency
8. Provide legal advice and assistance to the governing Board and various committees
9. Provide legal training to staff with enforcement responsibilities
10. Submit monthly, written status reports covering the work accomplished, problems encountered, and recommendations and submit a final report in a format to be determined. The format of all reports will be kept to a manageable minimum, consistent with the need to comply with the requirements of the funding source.

## Appendix A

**Kosrae Island Resource Management Authority (KIRMA)** is the state environmental agency charged with the responsibilities of protecting island resources while encouraging economic and social development.

With all that must be done, there is a significant need to employ a **Staff Attorney** to work on the varied issues of environmental law development and enforcement, land use issues, as well as environmentally conscious economic and community development.

### **Duties of the Environmental Lawyer:**

- Draft environmental legislation, regulations, policies and procedures.
- Advise on enforcement in administrative proceedings, as requested. This includes advice on investigation, completing reports, and drafting of enforcement related documents.
- Advise and represent KIRMA in court proceedings relating to enforcement, as requested.
- Advise and represent KIRMA in civil matters relating to grant compliance, personnel and employment, and other areas, as requested and consistent with the responsibilities of the Office of Attorney General.
- Advise and assist the governing Board in fulfilling their duties and responsibilities.
- Provide training on legal topics for the staff, Board, and community.

For further information, please contact Mr. Robert H. Jackson, Program Director, Kosrae Island Resource Management Authority (KIRMA) @ Tel: 691-370-2076 or 3648 Fax: 691-370-2867 email: rhjackson82@yahoo.com

To apply for the position, please electronically submit a resume and references no later than November 6, 2009 to rhjackson82@yahoo.com. Also, you must include a proposed work schedule beginning in December 2009 through September 2010.