

Little Shasta River Fish Passage Design

Request for Proposal

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Pacific States Marine Fisheries Commission

In Cooperation with

California Department of Fish and Game



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RFP Timeline

Event	Date
RFP Distribution to Vendors	01/13/2009
Due date for notification of intent to respond to this RFP.	01/20/2009
Site Visit	01/22/2009
Deadline for questions submitted by bidders	01/26/2009
Q & A sent out to all bidders	01/29/2009
Deadline for submission of proposals	02/06/09
Scoring of Proposals	Week of 02/09/2009
Selected consultant announced	02/16/09
Commencement date of work	03/02/09

PSMFC reserves the right to reject any or all offers and discontinue this RFP process without obligation or liability to any potential Vendor, except other than the lowest priced offer, or award a contract on the basis of initial offers received, without discussions or requests for best and final offers.

Little Shasta River Fish Passage Design Project

Background

The Pacific States Marine Fisheries Commission (PSMFC) and California Department of Fish and Game (CDFG) are seeking an engineering consultant to submit a competitive bid to design a fish passage on two flashboard diversion dams on the Little Shasta River, near the town of Montague, California. The first site is the Hart diversion located in Township 45 North, Range 5 West, Section 25 of the Solomons Temple USGS Quadrangle; Latitude 41.722809 North and Longitude 122.369463 West. The second site is the Musgrave diversion located in Township 45 North, Range 5 West, Section 25 of the Solomons Temple USGS Quadrangle; Latitude 41.725226 North and Longitude 122.367147 West.

The Hart diversion consists of a concrete sill spanning the Little Shasta River with flashboards that are installed during the diversion season to divert water for irrigation. Without the boards the sill is a partial barrier for adult and juvenile salmonids. With the boards in place the dam is a complete barrier for all salmonids.

The Musgrave diversion consists of an approximately three foot high concrete structure spanning the river. Flashboards are installed during the diversion season. The flashboards are supported by steel supports spaced across the structure. An aluminum, pool and weir style ladder is located on the right bank of the diversion dam. The ladder does not meet current DFG or NMFS criteria for fish passage.

Screening for each of the diversions is provided by vertical fixed plate screens located in the diversion channels. Both screens have a paddle wheel driven cleaning systems.

The project includes investigating alternatives for providing fish passage and improved fish screens at both sites. Alternative must meet fish passage criteria (National Marine Fisheries Service (2001) Guidelines for Salmonid Passage at Stream Crossings and Department of Fish and Game criteria for fish passage as described in the Third Edition, Volume II, Part IX, February 2003, of the California Salmonid Stream Habitat Restoration Manual). If it is determined that an alternative to the existing screen at either or both sites is desirable the fish screen project must follow guidelines developed by the Department and the National Marine Fisheries Service as described in Appendix S, June 2000 Version, Third Edition, California Salmonid Stream Habitat Restoration Manual, Flosi et al.

General Scope of Work

The successful Respondent will perform project management including working with the CDFG, the landowner and the water users to complete the project in the time and dollar amount allowed. The Scope of Work includes:

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- 1) Determining fish passage flows and flood flows using techniques listed in Part IX of the *California Salmonid Stream Habitat Restoration Manual*. The Little Shasta River dries up annually around the Hart diversion. Alternative minimum flows should be used for the juvenile and adult low fish passage flow.
- 2) Completing a topographic survey that includes; a long profile of the bed and water surface upstream and downstream of each diversion structure, diversion ditches from the point of diversion to downstream of the fish screens and fish screen bypass returns, existing structure detail, cross sections and a ditch profile with water surface. The extent of the survey shall be sufficient to thoroughly evaluate alternatives such as dam removal or lowering, in-stream grade control structures, re-profiling of ditches and improved fish screen and bypass structures.
- 3) Performing a geotechnical investigation of subsurface conditions at each project site.
- 4) Developing a Basis of Design Report that includes 30% plans including, but not limited to a site plan, grade control structure plan and sections, fish screen plan and sections (if necessary), and engineer's cost estimate for review and approval by the grant manager and a CDFG hydraulic engineer. The respondent shall attend a stakeholder meeting with representatives of the CDFG, the landowner and the water users to discuss the report and to agree on the proposed design and any requested changes.
- 5) Submitting plans, specifications, and engineer's cost estimate at 50%, 90%, and 100% completion for review and approval by the grant manager and a CDFG Fisheries Engineering Team hydraulic engineer. The CDFG will complete California Environmental Quality Act documentation and all other permitting requirements for the project.

Project Timeframe:

- 1) Estimated start date: March 2, 2009
- 2) Estimated end date: September 30, 2010

(duration = 20 months).

Minimum Qualifications for Respondents

- 1) The respondent shall be fully capable, qualified, insured, and licensed as required to provide these services.
- 2) List all offices used by the respondent. List the location of the office from which the primary work on this project would be performed.
- 3) Individuals performing professional engineering services in the State of California must be licensed by the State of California Board of Professional Engineers.

- 4) Respondent must provide a list of between one - three (3) projects completed by the firm that demonstrate the respondent's competence to perform work similar to that which is likely to be required on this project.
- 5) Respondent shall name a project manager for these services who will coordinate all activities with PSMFC and the CDFG and/or the CDFG's designee.

Mandatory Field Visit:

Interested parties must attend a mandatory field visit to the two sites with CDFG personnel who will be available to answer questions.

Site visits will be conducted on January 22, 2009 at 10:00 am. CDFG personnel will meet interested bidders at the Shasta Valley Wildlife Area, 1724 Ball Mt / Little Shasta Road, Montague, California 96064. The telephone number for the Wildlife Area is (530) 459-3926.

Evaluation Criteria:

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of (80) eighty points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP). A minimum of (5) five points must be achieved for each rating/scoring criteria.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
Experience and track record in carrying out similar projects, or supplying similar goods or products, including similar projects completed within the last ten years.	<u>20</u>
Description of personnel functions with names of key staff and sub-consultants and subcontractors, resumes, showing qualifications, training, experience, education, and licenses of the key personnel who will be assigned to this project.	<u>15</u>
Availability of key staff.	<u>10</u>
Respondent demonstration of a strong understanding of the project objectives and innovation in developing beneficial approaches to meet these objectives.	<u>15</u>
Respondent's method and process of accomplishing goals and objectives, description of intended scope of work with expected outcomes and outline of activities to provide the requested services.	<u>15</u>

Discussion of constraints, problems, issues that should be anticipated during the project and suggestions to approaches to resolving these problems.	<u>15</u>
Project schedule and timeline describing the flow of the project that includes start and end dates, schedule of activities and projected outcomes.	<u>10</u>

Total Possible Points: 100

Work Plan, Personnel and Work Schedule Requirements:

Each respondent shall develop and include:

A thorough work plan and/or schedule for project completion: The plan must identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

Project Personnel: Respondent shall identify name and title of all key personnel used in the performance of these services and provide a resume and a description of the project assignment or role which that person will be expected to fulfill. Include the years of relevant experience with present firm and other firms, synopsis of experience, training or other qualities which reflect individual’s potential contribution. Include such data as: familiarity with Government or State agency procedures, similar type of work performed in the past, management abilities, etc.

Sub-consultants and/or Subcontractors: Identify each subcontractor necessary to complete the project. Include the subcontractor’s name, address, the service provided, and the respondent’s work history with the subcontractor.

Facilities and Resources: Explain where/how the services will be provided and what type equipment is needed to perform the services.

Cost Detail Format and Requirements:

Estimated Budget: \$200,000*

Each proposal must contain an estimated budget, broken down into three (3) categories: Personal Services, Operating Expenses and Equipment. The estimated budget must contain all project costs.

Personal Services Costs: All employee costs, including benefits, which are required to complete the proposed project. List each employee classification, their hourly rate and estimated number of hours.

Operating Expenses: Include all materials, contractual services and incidental costs.

Contractual Services: are those necessary for the implementation of the proposal for which the respondent will subcontract. These services are undertaken by a provider external to the respondent's organization.

Provide as much cost detail as possible and practical. Use unit costs when applicable (per lb., per day, cubic yard, linear foot, etc.).

Travel and per diem: Expenses must be consistent with CDFG guidelines for reimbursed travel expenses. Per diem and mileage rates may not exceed State of California standards: lodging \$84 plus tax (certain counties have a higher standard), per diem \$40 per day, and \$0.585 per mile (based on traveling over a 24 hour trip).

Equipment: CDFG policy does not normally allow for purchase of equipment. However, under certain circumstances and with adequate justification, the CDFG may approve the purchase of equipment. Any equipment approved under this RFP shall remain the property of the State of California. Final disposition of equipment purchased under an agreement shall be at the State's discretion. For grant purposes, equipment is defined as all moveable articles of non-expendable property which has: 1) a normal useful life including extended life due to repairs of four (4) years or more; 2) an identity which does not change with use (i.e., it is not consumed by use or converted by fabrication into some other form of property); 3) a unit cost of \$500.00 or more; and 4) used to conduct business in accordance with the grant.

*The Source of funding for this project is the 2006 Klamath River Salmon Disaster grant awarded to the State from the US Department of Commerce (DOC). As such, all expenses are subject to the DOC/NOAA Standard Terms and Conditions found at:

<http://oam.ocs.doc.gov/docs/GRANTS/DOC%20STCsMAR08Rev.pdf>.

RPF Details

Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. All bidders shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

Submission, Modification, Revision, And Withdrawal Of Proposals

All parties interested in submitting a proposal must notify PSMFC by 5:00 PM (Pacific), January 20, 2009 of their intent to submit a proposal.

Deadline for proposals is 5:00 PM (Pacific), February 6, 2009.

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Proposals shall be submitted to:

Pacific States Marine Fisheries Commission
205 SE Spokane St. Suite 100
Portland, OR 97202
Attn: Michael Arredondo
Phone: (503) 595-3228
Fax: (503) 595-3444
Email: michael_arredondo@psmfc.org

Subject Line for email submissions: Little Shasta River Fish Passage Design Proposal
Proposals and modifications to proposals MUST be submitted in paper media, facsimile or via Email.

The proposal must contain:

- The name of the solicitation;
- The name, address, and telephone and facsimile numbers of the bidder (and electronic address if available);
- Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the bidder's behalf with the PSMFC in connection with this solicitation;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;
- Information on Costs to perform the work
- Any such information as the bidder deems appropriate to evaluate experience and technical qualifications such as a portfolio.

The PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the bidder's prior performance or the status of outstanding investigations or warrants involving the bidder.

Late proposals:

Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless:

- There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC's control prior to the time set for receipt of offers; or It is the only proposal received.
- A late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC, will be considered at any time it is received.
- Acceptable evidence to establish the time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.

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- An emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation and urgent PSMFC requirements preclude amendment of the solicitation. The time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.

Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by the bidder or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

Bidders shall submit proposals in response to this solicitation in English and in U.S. dollars.

Bidders may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

Bidders may submit revised proposals only if requested or allowed by PSMFC.

Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the PSMFC Administrative Contact.

Offer Expiration Date

Proposals in response to this solicitation will be valid for 90 days following the time specified for solicitation of offers (unless a different period is proposed by the bidder). Restriction on Disclosure and Use of Information

Bidders that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the PSMFC except for evaluation purposes, shall:

Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this bidder as a result of--or in connection with--the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

Contract Award

The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible bidder(s) whose proposal(s) represents the best value after evaluation in accordance with the requirements of this solicitation.

The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.

The PSMFC may waive informalities and minor irregularities in proposals received.

The PSMFC intends to evaluate proposals and award a contract without discussions with bidders (except clarifications as described in FAR 15.306(a)). Therefore, the bidder's initial proposal should contain the bidder's best terms from a cost or price and technical standpoint. The PSMFC reserves the right to conduct discussions if the CDFG Technical Representative later determines them to be necessary. If the CDFG Technical Representative determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PSMFC may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The PSMFC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the bidder specifies otherwise in the proposal.

The PSMFC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the PSMFC's best interest to do so.

Exchanges with bidders after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.

The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the PSMFC determines that the lack of balance poses an unacceptable risk to the PSMFC.

If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

A written award or acceptance of proposal mailed or otherwise furnished to the successful bidder within the time specified in the proposal shall result in a binding contract without further action by either party.

The PSMFC may disclose the following information in post award debriefings to other bidders:

- The overall evaluated cost or price and technical rating of the successful bidder;
- The overall ranking of all bidders, when any ranking was developed by the agency during source selection; and

- A summary of the rationale for award.

After evaluation of the proposals and selection of a proposed contractor, PSMFC will notify all offerors, via email, of the results within three (3) business days.

Questions

All questions regarding this RFP not answered during the site visit must be submitted, in writing, to the PSMFC Administrative Contact by January 26, 2009. Responses to the questions will be distributed to all parties who have notified PSMFC of their intent to submit a proposal.

Special Contract Award Requirements

Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Principal Investigator. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Principal Investigator, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Principal Investigator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Principal Investigator, PSMFC may terminate the contract for default, debar the Contractor from PSMFC contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.

Indemnification

Indemnification – Contractor shall indemnify and hold harmless PSMFC and CDFG and their officers, agents, employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor's negligent performance of services provided or work conducted or performed pursuant to this agreement.

Insurance

Minimum Coverages Required. The Contractor selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:

- Workers' Compensation and Employer's Liability – The Contractor is required to comply with any applicable labor codes, acts, laws or statutes, State or Federal, for the location where

Contractor performs work. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. If in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers' Compensation and Employer's Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, and each employee and each accident.

- Employer's Liability coverage shall be required of at least \$1,000,000 for Bodily Injury or Death, each employee and each accident. If in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers' Compensation and Employer's Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, each employee and each accident.
- Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage: (A) Contractual Liability to cover liability assumed under this contract; (B) Products hazard coverage for any and all products or completed operations provided or furnished by or on behalf of Contractor for all services rendered; (C) Completed operations hazard coverage, for any claims relating to defects or deficiencies in goods, products, services or materials used or rendered by the Contractor; (D) Broad Form Property Damage Liability Insurance; (E) Policy coverages shall be primary; (E) an action "in rem" shall be treated as if it were an action "in personam"; (F) all coverages subject to coverage territory of the United States of America, including its territories and possessions, and International waters or airspace; (G) Occurrence form (F) Aircraft, Auto or Watercraft exception to exclusion shall be amended from "less than 26 feet long" to "Non-owned watercraft without length limitation" or an equivalent insurance form that affords broad form bodily injury, death, non-owned vessel liability, property damage on an occurrence basis for non-owned vessels operating in Inland or International waters. Commercial General Liability shall be required in the amount of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal and Advertising Injury, \$100,000 Fire Damage Legal Liability, for each claim or occurrence. If equivalent coverage is placed for broad form bodily injury, death, non-owned vessel liability, property damage, coverage shall be required in the amount of \$1,000,000 each claim or occurrence on an occurrence basis form.
- Business Automobile Liability shall be required in the amount of \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including \$1,000,000 owned, hired or non-owned liability for such states operating within, as applicable. Coverage shall be at least as broad as the Insurance Service (ISO) Business Auto Coverage comprehensive form covering Automobile Liability for Code "1" any auto.

Additional Insured Provision. Before commencing performance of service, PSMFC shall be named as an additional insured under the Business Auto Liability, Commercial General Liability and Vessel Liability or equivalent Policy coverage. All the above insurance coverages should be endorsed with the ISO form CG 20 09.

Subrogation Waiver Provision. Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under Business Auto Liability, State Act Workers' Compensation, Employer's Liability, and Comprehensive Commercial General Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, on behalf of any insurer

providing Business Auto Liability, State Act Workers' Compensation, Employer's Liability, Comprehensive Commercial General Liability or equivalent Policy coverage to either Contractor of PSMFC with respects to the services of Contractor herein, a waiver of any right to subrogate which any such insurer of said contractor may acquire against PSMFC, its officers, agents, employees, boards, and commissions by virtue of the payment of any loss under such insurances.

Evidence of Insurance Provision. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to the PSMFC, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 day written notice of cancellation, non-renewal or reduction of required coverages before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certificate evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to PSMFC Attn: Rick Masters, 205 SE Spokane Suite 100, Portland, OR 97202. Upon request, Contractor shall furnish PSMFC or the appointed Broker the same evidence of insurance for its subcontractors as PSMFC requires of the Contractor.

Approval of the insurances evidenced or the Accord Certificate by PSMFC shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or for any reason whatsoever.

Sufficiency of Insurance. The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine its own adequate coverage or limits for the Contractor/subcontractor.

Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure. All insurance companies shall have a current A.M. Best Rating not less than "A-" and shall be satisfactory to PSMFC.

Modify Insurance Requirements. PSMFC reserves the option, at any time, to require additional Insurance to be provided by Contractor or subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.

If Contractor can not meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the direct brokerage services of a Marine Insurance Specialist, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under this contract.