



**Northwestern  
Michigan  
College**

**Northwestern Michigan College  
Great Lakes Maritime Academy**

**REQUEST FOR PROPOSAL  
For  
Chief Cook**

**RELEASE DATE:**

**January 31<sup>ST</sup>, 2025**

**DUE DATE AND TIME:**

**February 14<sup>th</sup>, 2025 by  
5:00PM**

**PROJECT CONTACT:**

**Jerry Achenbach  
Great Lakes Maritime Academy  
1701 E. Front Street  
Traverse City, Michigan 49686  
Phone: (231) 995-1203  
Email: [gachenbach@nmc.edu](mailto:gachenbach@nmc.edu)**

## **NOTICE!**

**RIGHT TO REJECT:** Northwestern Michigan College (“NMC”) reserves the right to accept or reject any and all proposals, to negotiate terms of proposal(s) with successful vendor(s), to accept a proposal that is not the lowest cost, and to accept the proposal(s) that is in the best interest of NMC.

**WITHDRAWAL OF ANY PROPOSALS** is prohibited for a period of ninety (90) days after the proposal due date.

**LATE, INCOMPLETE AND NON-CONFORMING PROPOSALS:** NMC reserves the right to reject without evaluation late, incomplete or otherwise non-conforming proposals.

**COMPLETE PROPOSALS:** All proposals must contain terms of purchase and delivery in writing. NMC will negotiate the actual delivery terms and timetable with the successful vendor(s), but each proposal must include the anticipated time frame during which NMC may reasonably expect materials and equipment to be delivered. NMC will not be responsible for any ancillary charges, costs, and/or fees not expressly delineated in the terms of the proposal.

**QUESTIONS:** Prospective bidders are solely responsible for understanding the requirements of this RFP. Questions regarding any part of this proposal should be submitted in writing to the Project Contact. All questions and answers will be made available to all prospective bidders. Prospective bidders who direct questions and inquiries about this RFP to persons at NMC other than the Project Contact invite disqualification of their proposals.

## INTRODUCTION

This Request for Proposal is released by Northwestern Michigan College Purchasing Department on behalf of the Northwestern Michigan College's Great Lakes Maritime Academy for a **Chief Cook** as set forth herein.

### SECTION 1 GENERAL INFORMATION

Northwestern Michigan College ("NMC") intends to hire a **Chief Cook for the Training Ship State of Michigan for (3) years 2025-2027** as set forth herein.

The requirements included in this proposal are complete. The representations made by NMC herein are accurate, true and complete to the best of our knowledge. NMC prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative for your firm as your contact for NMC. This person will be responsible for all communications with NMC that relate to this Request for Proposal. Additionally, please note that all contact between your firm and NMC must be handled between your representative and the Project Contact. This requirement will be strictly enforced.

Your final proposal must be complete and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should NMC accept your proposal, any terms, conditions, costs, charges and/ or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

All proposals must be submitted in writing and must be signed by a representative who is duly authorized to make such representations to NMC on behalf of your firm. Your proposal will form the basis of a purchase contract with NMC and should include all equipment and materials that, in your judgment, are necessary to meet the requirements of this proposal.

The requirements of this proposal are non-severable. In other words, they may not be separated for the purpose of bidding on a single part of the established requirements. NMC has a strong preference to purchase a single vendor solution. If, in your judgment, NMC would be better served by a multi-vendor solution, you may offer that as an alternate proposal, however, you must certify that all equipment in your proposal will meet all other specifications in this Request for Proposal. Your proposal should include a single-vendor approach.

Northwestern Michigan College is a Michigan Constitutional corporation located in Traverse City, Michigan in Grand Traverse County, and is subject to the laws of the State of Michigan. Our official address and principal place of business is 1701 East Front Street, Traverse City, Michigan 49686.

Northwestern Michigan College is a tax exempt institution, granted such status by the authority of the State of Michigan. Likewise, NMC is exempt from Federal Excise Tax (tax-free registry number 38-6027348) and Michigan General Sales Tax, under Public Act 167 of 1933 § 4, as amended. **DO NOT INCLUDE MICHIGAN SALES TAX OR ANY FEDERAL EXCISE TAXES IN YOUR QUOTATION.**

## **SECTION 2 TERMS AND CONDITIONS**

2.01. Your complete and entire response to this RFP must be received by NMC in writing on or before **5:00 PM on February 14<sup>th</sup>, 2025**. Return one **(1)** original and two **(2)** copies of your response to this RFP via US Postal mail or other suitable delivery service. Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses and responses received by facsimile will not be considered. Bidders are solely responsible for confirming that their responses were received in a timely way. NMC will not pay for, reimburse, or otherwise accept any delivery charges incurred by bidders in connection with the RFP.

2.02. Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be reported immediately in writing to the **Project Contact by 5:00 pm on February 7<sup>th</sup>, 2025**. Should any reported issues require clarification, written instructions or an addendum to the RFP will be distributed to all potential bidders. NMC will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses of NMC. Questions submitted less than 48 hours prior to the due date for proposals cannot be responded to.

2.03. NMC reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of NMC. If our request for additional information on a proposal is not met in a timely way, NMC reserves the right to reject the proposal as non-conforming.

2.04. NMC reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of NMC without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best

interests of NMC are met. NMC does not assume any contractual obligations or duties as the result of issuing the RFP. No employment relationship will be assumed between NMC and the successful bidder.

2.05. Bidders are not entitled to use NMC's name, service mark(s), trademarks or trade names without the express written permission of NMC.

2.06. By submitting a response to this RFP, bidders certify that no actual or potential conflicts of interest exist between the bidder and NMC under this agreement. Each bidder agrees to inform NMC immediately, should a change in conditions occur that would produce an actual conflict of interest or the appearance of a conflict of interest. Further, by submitting a response, bidder certifies that the bidder has neither provided any private inducements or consideration to any NMC trustee, officer, employee, or agent in return for favorable treatment with respect to the award of this proposal, nor accepted any private inducements or consideration from any College trustee, officer, employee or agent in connection with this RFP. Should any such unauthorized transactions be discovered, the bidder will be considered in breach of its agreement with NMC, and the agreement between the bidder and NMC is immediately void. Under these circumstances, NMC will cooperate fully with law enforcement to determine whether such a breach has violated any laws of the State of Michigan or the United States of America. This clause will survive the termination and/ or expiration of this agreement without respect to the cause or reason for a breach of this type.

2.07. NMC expressly states that the bidder is a supplier or independent contractor of NMC and is not an agent, partner, or employee of NMC. The bidder is not entitled to wages, tax withholding, Workers' Compensation, unemployment compensation, or any benefits of employment extended to regular employees of NMC. The bidder is not an agent of NMC, and may not bind NMC to any contracts or represent to anyone that the bidder has any such authority.

2.08. The laws of the State of Michigan shall govern the interpretation and performance of this agreement. Any action brought to enforce any provision of this agreement shall be brought in the appropriate court in the State of Michigan. All bidders, their successors or assigns expressly agree to bring any claims, demands, or actions asserted against the Board of Trustees of Northwestern Michigan College, its trustees, officers, employees or agents only to the Michigan Court of Claims. The bidder, its successors or assigns consent to the jurisdiction of the Grand Traverse Circuit County Court for the State of Michigan with respect to any claims arising under this agreement against Northwestern Michigan College.

2.09. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.

2.10. NMC will evaluate each bid received using the following criteria, listed her in no particular order of importance:

- a. The bidder's ability to satisfy each term and condition fully.
- b. Compliance with the specifications stated herein.
- c. Experience with delivering the requirements of the specification.
- d. Cost (including pricing and price protection).
- e. Ability to provide service for those items in the specification to require an ongoing service contract of technical expertise, demonstrated or demonstrable with respect to the specification.
- f. References from previous customers for work of similar scope.
- g. Other factors not specifically expressed here that are relevant in determining which proposal will succeed.

2.11. Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the Project Contact. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal constitutes disqualification from the bid process, should NMC not render a decision within ninety (90) days of the response due date.

2.12. Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least thirty (30) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and NMC.

2.13. Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expediently and at no additional cost to NMC. This clause will survive the termination and/ or expiration of this agreement without respect to the cause or reason for the error.

2.14. No information, report, etc. developed in connection with this RFP may be reproduced without NMC's prior written consent. No portion of this RFP may be reproduced without NMC's prior written consent.

2.15. The successful bidder must perform all work unless NMC specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.

2.16. The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless Northwestern Michigan College, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at Northwestern Michigan College, including but not limited to payment of any claims.

2.17. Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of Northwestern Michigan College incurred during the performance of this agreement.

2.18. Bidder warrants that all equipment offered for sale to NMC are all new materials, genuine products of the chosen manufacturer, delivered in original packaging with all parts and manuals, able to be registered for warranty purposes by NMC, eligible for the full manufacturer's warranty period and warranted as described by the manufacturer. Materials that do not conform to this specification will be rejected by NMC and the bidder will be required to replace them with conforming materials at no additional cost to NMC.

2.19. Bidder agrees to accept NMC's standard payment terms, which are Net 30. Prices quoted in bidder's response shall be FOB Northwestern Michigan College unless otherwise specified. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.

2.20. All responses to this RFP become the sole property of NMC and are subject to Freedom of Information Act requests.

2.21. Vendor agrees to maintain comprehensive general liability insurance, including contractual liability, with limits not less than \$2 million per occurrence and \$3 million aggregate; professional liability (i.e., blanket crime, employee dishonesty, errors and omissions, etc...) insurance with minimum limits of \$1 million per occurrence and \$3 million aggregate; automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$500,000; and Workers' Compensation to statutory limits as required by the State of

Michigan. Company agrees to have the Board of Trustees of Northwestern Michigan College added as an additional insured with respect to comprehensive general liability and provide the College with 30 days written notice of any material changes in the above insurance. Company shall provide the College with a certificate of the above insurance coverage and amounts if awarded the contract.

### **SECTION 3 SCOPE OF WORK**

Northwestern Michigan College is seeking proposals for a **Chief Cook for the Training Ship State of Michigan for (3) years from 2025-2027.**

This contract is for food service on a vessel that will be underway for approximately 110 Days (2025), between 135 - 180 days (2026 and 2027). This contract will begin on or about May 2nd, 2025 and conclude on or about October 22nd, 2027. There will be no more than 63 individuals onboard the ship at any one time. A graduated bid is acceptable and NMC will provide a **2% inflationary per year** increase for years 2 & 3 (e.g. the price for 20 people on board (POB) or less is X per day, price for 30 POB or less is Y per day). **See attached proposal sheet below.**

3.01. Provide food service for the Training Ship State of Michigan to include:

- a. All food for meals. Meals are to include breakfast, lunch, dinner with dessert and night watch meal. Chef's choice of an evening snack is also included.
- b. Pot and pan soap, dishwashing soap, garbage bag liners for galley and dining area and pot and pan scrubbers.
- c. Labor to cook food.
- d. Supervision of cadets during preparation and food service.
- e. Supervision and instruction of Great Lakes Culinary Institute intern. This includes working with GLCI staff to ensure intern learning objectives are met.
- f. Culinary interns for 2nd cook position. If the Academy is unable to provide a GLCI intern the bid should contain the per day cost for a second cook. The bidder is responsible for hiring the second cook and ensuring he/ she holds a valid MMC and TWIC.



**Northwestern Michigan College/ Great Lake Maritime Academy will provide:**

1. Cadet labor for receiving and storing food starting with initial delivery.
2. Cadet labor to help with food preparation, service, dishwashing and cleaning.
3. Supplies other than those included in the bid.
4. Single cabin with linens.
5. Lockable storage areas.
6. Garbage disposal.
7. Galley equipment in proper working condition, including galley drains and dish washing equipment. Hand tools and cleaning equipment necessary to produce food are to be provided.
8. Laundry service of galley side-towels and aprons.

**\*\*The College wishes to emphasize that all individuals who will work onboard the vessel during the period of time this contract is in place must hold a valid MMC and TWIC. \*\***

**SECTION 4  
VENDOR QUALIFICATION CRITERIA**

**4.01. Qualification Overview:**

- a. Proof that he/ she holds a valid U.S. Coast Guard merchant mariner's credential (MMC) endorsed for food handler (fh), and a Transportation Worker Credential (TWIC). Due to delays in processing these documents caused by COVID, we cannot accept bids from individuals who will apply for these credentials if they are awarded the contract.
- b. List the number of employees you have who hold USCG MMCs and TWICs, who will be able to cover the duties of the Chief Cook and Second cook for the length of the contract.
- c. Personal health and liability insurance.
- d. The person selected will be included in the ships' random urinalysis program as per 46 CFR Part 16.

#### 4.02. **Experience**

- a. List 3-6 similar projects completed within the last five (5) years
- b. Provide 3 references; include the company name, address, a contact, and their phone number.
- c. Provide verbiage regarding past experience and ability to mentor individuals who will be serving as interns as part of an accredited culinary program.

**SECTION 5**  
**FORM OF PROPOSAL**

All responses to this RFP shall contain the signature page as a cover sheet, the complete and entire proposal, and any necessary documentation to support your proposal. Staple or otherwise bind each copy of your proposal and return it to NMC by the due date and time listed on Page One of this Request for Proposal.

**SIGNATURE PAGE**

**THIS SIGNATURE PAGE MUST BE RETURNED TO ENSURE A VALID PROPOSAL. PROPOSALS SUBMITTED WITHOUT THIS SIGNATURE PAGE CAN BE RENDERED INVALID. NORTHWESTERN MICHIGAN COLLEGE'S STANDARD TERMS AND CONDITIONS SHALL APPLY.**

**TERMS: NET 30**                      **E.I.N.** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**PHONE#:** \_\_\_\_\_ **FAX#:** \_\_\_\_\_

**FLAT BID FOR YEAR: \$** \_\_\_\_\_

**GRADUATED BID: PER DAY**

**20 POB:** \_\_\_\_\_

**30 POB:** \_\_\_\_\_

**40 POB:** \_\_\_\_\_

**50 POB:** \_\_\_\_\_

**60 POB:** \_\_\_\_\_

**SECOND COOK COST PER DAY:** \_\_\_\_\_

**TOTAL COST OF PROPOSAL: \$** \_\_\_\_\_

