



Ferndale School District #502

**REQUEST FOR PROPOSAL No. 3-2526
MILK BID – 2025/26**

Due Date: Wednesday, October 8, 2025 | 2:00PM

Ferndale School District
Business Office | Mark Deebach
6041 Vista Drive
Ferndale, WA 98248

Child Nutrition Operations Manager: **Heather Seigman**

Email: heather.seigman@ferndalesd.org

Phone: (360) 383-9337

Website:

<https://www.ferndalesd.org/deptprograms/businesssupport-services/request-for-proposal-rfp>

REQUEST FOR PROPOSAL

Ferndale School District #502 is seeking written proposals from qualified vendors for delivery of milk throughout the district for the 2025-2026 school year with possible renewals.

In order to be considered, proposals must be received no later than **2:00 p.m., Wednesday, October 8, 2025.**

Proposals must be mailed to:

**Ferndale School District #502
Business Department, Attn: Mark Deebach
6041 Vista Drive, PO Box 698
Ferndale, WA 98248**

Hand delivered and express delivery service mailed proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:30 p.m. local time, Monday through Friday, except for holidays observed by the District.

Each Proposal must be clearly labeled: **RFP# 3-2526, MILK BID 2025/26** on the outside of the envelope. No fax, email, verbal or telephone proposal will be accepted. Proposals received after the above stated deadline cannot be considered and will be returned to the respondent unopened.

The Ferndale School District reserves the right to waive any informalities or irregularities in the proposal or reject any/or all proposals and to accept that proposal which is deemed to be in the best interest of the District. Instructions & specifications are available at the District website:

<https://www.ferndalesd.org/deptprograms/businesssupport-services/request-for-proposal-rfp>

STANDARD TERMS AND CONDITIONS

REQUEST FOR PROPOSAL (RFP) COMPLETION: RFP's must be completed using the included RFP document and must include an original signature by an authorized representative. Please complete RFP identification and opening time and date on envelope and return completed and signed RFP documents sealed therein to: **Ferndale School District Business Department, Attn: Mark Deebach, 6041 Vista Drive, PO Box 698, Ferndale, WA 98248.** RFP's received at a location other than the business department will not be accepted. (Note: Faxed and emailed copies of RFP's cannot be accepted). Proposals received after the deadline identified above will not be accepted and will be returned to the respondent unopened. RFP submissions will be acknowledged at the time and date designated above at which time they will enter the evaluation phase of the process. No pricing will be read at the time of opening.

RFP QUOTATION: Unless otherwise specified, all prices shall be for product F.O.B. destination. Respondents must provide pricing on all items specified in the RFP document. Prices quoted shall include all handling and delivery costs.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their proposal after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities, or specifications of this solicitation will be considered without prior consent of the business department.

ADDENDA TO THE RFP: All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Required delivery timeframe is shown in RFP terms and conditions. Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All merchandise is subject to inspection and acceptance by Ferndale School District personnel before final payment. At the discretion of the District, partial payments will be made for partial deliveries.

ACCEPTANCE/REJECTION: Ferndale School District reserves the right to accept or reject RFPs on each item separately or as a whole, to reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful respondent shall enter into contract with the District within thirty days from the date of purchase authorization from the Ferndale School District Board of Directors.

TAXES: The District is exempt from retail sales tax and excise tax which applies to food products purchased for human consumption, except when food is prepared by an outside vendor.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public RFP opening meeting should contact Tammy Longstaff at the business office at (360) 383-9203 no later than three days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: Ferndale School District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW: The respondent to whom this contract is awarded (“Contractor” or “Vendor”) shall prohibit any employee of contractor from working at a public school who has contact with children at the school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the school district’s immediate termination of the contract.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

RECYCLED PRODUCTS: The District encourages respondents to offer recycled products whenever they meet RFP specifications and performance expectations. If recycled products are proposed, they should be identified as such and indicate the percentage of post-consumer waste that the product contains.

PIGGYBACKING CLAUSE: The Ferndale School District has been authorized by state law (RCW 39.34.030) to participate in cooperative purchasing with other public agencies. The purpose of this provision is to allow other governmental agencies within Washington State to purchase goods and services from any contract that may be awarded as a result of this solicitation.

Award of a contract based on this RFP is not a guarantee of any order by another public agency. Any other public agency's use of this contract will be based on the same terms, conditions, and pricing as those specified herein. Vendor must agree to and be able to accommodate purchases by other agencies on this basis. The Ferndale School District is not responsible for any orders placed by other public agencies.

HOLD HARMLESS: Respondent agrees to protect and hold harmless Ferndale School District #502 against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements, and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of the respondent or their agents, any of which result from the purchase of goods or services from their proposal.

AWARDS: The successful respondent will be notified by the District’s Child Nutrition Operations Manager following purchase/contract approval by the Ferndale School District Board of Directors.

QUESTIONS: Questions regarding this RFP should be directed as follows:

Heather Seigman, Child Nutrition Operations Manager
Phone: (360) 383-9337
Email: heather.seigman@ferndalesd.org

PROJECT TIMELINE:

| DATE | TIME | EVENT |
|---|-----------------|---|
| September 19, 2025 | | Solicitation posted/published on District website |
| September 24, 2025 & October 1, 2025 | | Solicitation advertised in newspaper of general circulation (Bellingham Herald) |
| October 8, 2025 | 2:00 P.M. (PST) | Proposal Deadline |
| October 8, 2025 | 2:05 P.M. | Public Opening Limited to Naming Proposers |
| October 28, 2025 | | School Board of Director Approval |

**MILK DELIVERY SERVICE
ADDITIONAL TERMS AND CONDITIONS**

1. **NOTE:** All respondents must read and understand this Request for Proposal (RFP) in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the RFP document that will impact Vendor's ability to perform. Product requirement questions shall be addressed, not later than October 1, 2025, in writing, to Heather Seigman, Child Nutrition Operations Manager, (360) 383-9337, heather.seigman@ferndalesd.org.
2. **INTERPRETATION:** If the respondent discovers any errors, discrepancies, or omissions in the RFP specifications, or has any questions as to the meaning of sufficiency of the RFP specifications, the respondent must notify the Child Nutrition Operations Manager. Any addenda issued will be posted on the District website and incorporated into the contract and/or purchase order. No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior consent of the Ferndale School District. All data contained in this solicitation shall form a part of resulting contracts.
3. **CONTRACT TERM:** It is anticipated that the initial contract term shall be for the period from the day of contract award through August 31, 2026.
4. **CONTRACT RENEWAL:** It is the desire of Ferndale School District to allow the option to renew this contract annually for up to four (4) additional one-year terms beyond the initial contract period which would terminate August 31, 2030.
5. **CONTRACT TERMINATION:** In the event that the successful respondent fails to comply with the terms of this contract, Ferndale School District shall provide written notice of the problem. If the problem is not corrected within 15 days, or if the problem is corrected, but has proven to be a recurring problem, Ferndale School District reserves the right to send a Notice of Termination of Contract, which will terminate the contract 30 days after receipt, without cost to the District. Examples of conditions that may result in termination include but are not limited to poor product or service quality resulting in lost sales/and or wasted product, poor response time regarding product or delivery, and repeated inaccurate invoicing.
6. **INDEMNIFICATION:** Vendor shall protect, indemnify, and save the District or any of its facilities, officers or employees harmless from and against any damage, cost or liability including attorney fees, for any or all injuries to persons or property arising from any and all acts or omissions of Vendor, their employees, agents or subcontractors, however caused.
7. **CONFLICT OF INTEREST:** District officers and employees may not accept or receive, directly or indirectly, a personal financial benefit as a result of a district purchase entered into, or anticipated in the future, from any person, firm or corporation.

8. VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY: No vehicles may be driven on school grounds except in specifically designated delivery areas where children are not present. Under no circumstances may any vehicle be driven on a playground area while children are present on the playground. If access to an area where children are present, assistance must be obtained from school staff to clear the area of students prior to vehicle entry.
9. AWARD: The District reserves the right to reject any or all proposals, waive informalities and to contract in the best interests of the District. Should all proposal pricing be found to be financially prohibitive, the District further reserves the right to not award this proposal at all. It is the intent of the District to award this proposal on an all or none basis.
10. GOVERNING REGULATIONS: All preparation, handling, storage, and delivery of food products must comply with all District, City, County, State and Federal Laws. Federal debarment and suspension forms are attached. These forms are an integral part of the RFP and must be completely filled in, signed and returned as part of the RFP documents in order to be considered as a qualified respondent.
11. AUDIT RIGHTS: The original funding provided for any ensuing contract represents federal funds from the U.S. Department of Agriculture. All appropriate federal regulations and Single-Audit Act provisions apply.
 - A. Vendor shall maintain books, records, documents and other evidence which sufficiently and accurately reflect all direct costs expended in the performance of the services rendered from this contract. These records shall be subject to inspection, review or audit by personnel of Ferndale School District, the Office of State Auditor or other federal or state officials as authorized by law. Financial records shall be retained in accordance with Washington State Law and appropriate circular guidelines.
 - B. Vendor shall provide Ferndale School District with a copy of its audit report(s) within thirty (30) days of issuance and a copy of any management letter as a result of the same engagement. Annual audit by Washington State Auditor shall be deemed compliant with this requirement.
 - C. Vendor shall permit auditors to have access to the records and financial statements as necessary to comply with the appropriate circulars. Annual audit by Washington State Auditor shall be deemed compliant with this requirement.
 - D. Vendor assures Ferndale School District that all expenditures will be incurred in full compliance with audit regulations. Disallowed costs, if found during the period of this contract, will be promptly refunded to the Ferndale School District.
 - E. Ferndale School District shall monitor compliance with this contract to the

extent necessary to assure compliance with contract requirements. Monitoring may include reviewing reports, performing site visits to review financial records and observe operations, reviewing audit results and evaluating findings and any corrective action plan.

12. FUNDING CAVEAT: In the event that funding for services under this contract is withdrawn, reduced or limited after the effective date of the contract but prior to completion, Ferndale School District may terminate the contract without the required advanced notice.
13. BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, Vendor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
14. BUY AMERICAN STATEMENT: The Code of Federal Regulations at 7 CFR 210.21(d) requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Food products are to be substantially produced and processed in the United States using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The District expects the successful respondent to monitor product specification and notify the Child Nutrition Services Manager immediately if any product is no longer substantially produced in the U.S. When a food product is not available domestically, the District may accept imported substitutions. The successful respondent must monitor seasonal changes and notify the Child Nutrition Services Manager if an imported product is being substituted.

**MILK DELIVERY SERVICE
PRODUCT AND SERVICE SPECIFICATIONS**

1. SCOPE OF THE RFP:

- A. It is the intent of Ferndale School District to enter into a contract with the responsive Vendor to furnish and deliver milk for use by the Child Nutrition Services Department at the high school, middle schools, and elementary schools identified/listed in this RFP. The contract will include delivery of the product at the specified time to each cafeteria.

2. DELIVERY:

- A. All deliveries shall be made FOB Delivered.
- B. Vendor shall visit each delivery location prior to the beginning of the contract year to determine a mutually agreed upon delivery and pick up (of milk crates) schedule for each site. A written schedule shall be provided by Vendor to the Child Nutrition Operations Manager.
- C. All prices are to include delivery to the sites. No additional fees or fuel surcharge will be invoiced or paid to Vendor for this delivery service.
- D. All fluid products shall be maintained at a temperature between 32° and 41° Fahrenheit when transported and delivered to the schools. Should any additional federal or state regulations be imposed affecting the delivery or processing of milk, the contract shall be considered amended to conform to such regulations.
- E. Vendor must rotate stock upon delivery by placing newer products behind existing inventory to ensure older items, with the earliest expiration dates, are used first.
- F. As a guideline, Vendor may expect to make two delivery drops at each school site location in Attachment 2, each week, on Tuesdays and Fridays. Please note these days may be subject to change and it will be the responsibility of Vendor to contact each school individually to confirm their precise delivery schedule.

3. PRODUCT SPECIFICATIONS: All milk shall be produced, handled, and transported in a sanitary manner and in compliance with all applicable laws, ordinances, rules, and regulations, including, but not limited to the requirements of the Washington State Department of Agriculture, local milk ordinances, and Chapter 15.36 RCW. All product containers shall be clearly labeled in accordance with all applicable labeling laws, and ingredients of products shall be clearly specified. Code dates shall be clearly legible, and a code explanation provided to District nutrition services personnel upon request. All fresh fluid milk shall be pasteurized, homogenized, and vitamin D added.

4. EXPIRATION CODE DATE: Milk shall have a minimum expiration date of fourteen (14) days to ensure freshness of the product.
5. PRODUCT QUANTITIES: The District's actual requirements may vary from the quantity shown. The District reserves the right to adjust each order in accordance with program needs. These estimates are a guideline only and are not to be construed as a commitment by the District as to the exact amount to be purchased, either explicit or implied.
6. EVALUATION OF PROPOSALS: The proposals will be awarded on an **all or none basis** to the highest scoring, responsible respondent. The highest scoring responsible proposal will be based on an evaluation of the product, its price, delivery timelines and evaluation criteria shown hereafter, together with a consideration of those elements contained in RCW 39.26.160. The decision resulting from the evaluation process as to which product best meets the needs of the District remains the sole responsibility of the District and is final.
 - A. Minimum Qualification Criteria to be eligible for Award:
 1. Acceptable local references of similar scope customers
 2. Acceptable billing practices and invoice samples
 3. Ability to demonstrate infrastructure and staffing to provide required delivery services
 4. Ability to meet current USDA school meal pattern requirements
 5. Adherence to the "Buy American" provision
 - B. Evaluation Rating Scale:
 1. Ability to meet delivery schedule, delivery expectations and service history in general, i.e., references, locations within Whatcom County, temperature of product upon delivery, delivery containers and cleanliness, professionalism of delivery person, etc. (40% consideration)
 2. Price per unit (60% consideration)
7. INVOICING: The successful vendor shall be responsible for accurate deliveries and invoice. Inaccurate invoices shall be held until accurate documents are received by the District. Two (2) copies of the delivery receipt must accompany each order. One copy will be signed and returned to the Vendor for invoicing purposes; the school site cafeteria staff will retain the other copy. The District-signed delivery slips shall be sent along with the company invoice to Ferndale School District, Attn: Child Nutrition Services Department, PO Box 698, Ferndale, WA, 98248 for processing. The District's payment terms is net 30 after receipt of an acceptable and accurate invoice. As part of the proposal submittal, Vendor shall supply a sample of their billing/invoicing documents.

8. **ESCALATION:** At the renewal of each optional contract year (beginning September 1 of each ensuing contract year), in the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause Vendor's costs to hereunder increase, the District and Vendor shall determine a reasonable and just amount to cover such documented increase. These documented circumstances must be presented to the Child Nutrition Operations Manager prior to June 30 each year an increase is requested. Under normal circumstances, increases shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Works), as reported the previous 12 month period ending May 30 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. Approval of any increases shall be at the sole discretion of the District.

MILK DELIVERY SERVICE
REQUEST FOR PROPOSAL BID FORM

Vendor Name: _____

| Description | Size | Estimated Qty | Unit Price |
|--|--------------|----------------------|-------------------|
| 1. Grade A pasteurized, homogenized fat free (skim) milk | 8 Oz. Carton | 50,000 | \$_____ |
| 2. Grade A pasteurized, homogenized 1% milk | 8 Oz. Carton | 350,000 | \$_____ |

The following documents must be included with your proposal:

- Sample of billing/invoice that will be provided to the District
- Three (3) local references of similar scope requirements. (Include firm name, contact name, email address, and contact phone number)
- Attachment I: EEO Statement, Debarment/Suspension Certification, Byrd Anti-Lobbying Certification

Proposals are subject to all requirements furnished with this document. By signing, Vendor affirms having read the terms, conditions and specifications and agrees thereto and warrants that proposal supplied herein conforms to specifications herein.

Signature Page

The undersigned on this Request for Proposal, in compliance with the documents relating thereto, is authorized to bind the contract and agrees to furnish and deliver any or all the articles encumbered and/or perform such work as specified at the prices quoted herein.

I hereby certify that I have read and understand this quote in its entirety. All signatures must be in ink.

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

ACKNOWLEDGEMENT OF ADDENDUM:

I acknowledge the receipt of Addenda numbered _____ to _____.
(If none write "None")

ATTACHMENT I

(Return this fully executed page. Failure to do so may disqualify your firm.)

PART 1: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____ Phone Number: _____

PART 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the proposal specifications, we hereby certify that we have not been suspended or in any way are excluded from state procurement actions by a state agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be ground for non-award or nullification of the contract.

Signed: _____ Date: _____

Printed Name & Title: _____

Firm Name: _____

Firm Address: _____

PART 3: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employer of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and furth certifies that we do not contract with other firms or individuals who are in violation of this amendment.

Signed: _____ Date: _____

Printed Name & Title: _____

Firm Name: _____

ATTACHMENT 2

PLANNED DELIVERY LOCATIONS

| Location | Frequency |
|---|----------------------------------|
| Ferndale High School 5830 Golden Eagle Dr. Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Horizon Middle School 2671 Thornton Road Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Vista Middle School 6051 Vista Drive Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Cascadia Elementary 6175 Church Road Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Central Elementary 5610 2 nd Avenue Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Custer Elementary 7660 Custer School Rd Custer, WA 98240 | 2 Times/Week Tuesday & Friday |
| Eagleridge Elementary 2651 Thornton Road Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Skyline Elementary 2225 Thorton Road Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |
| Mountain View ELC 5780 Hendrickson Avenue Ferndale, WA 98248 | 2 Times/Week Tuesday & Friday |