

**Formal Solicitation
Request for Proposals (RFP)
Grocery Services for the 2026-2027 School Year
Inland Leaders Charter School
Due May 22, 2026**

The Inland Leaders Charter Schools (hereinafter referred to as SFA) is requesting proposals for grocery supply and delivery (hereinafter referred to as Respondent[s]) to assist with the SFA's nutrition program.

To request the documents by email, please contact Sandra Martinez at smartinez@inlandleaders.com or 909-446-1100 ext 119.

Due Date:

The SFA will accept all proposals received on or before May 22, 2026 at 5:00pm. The SFA will not accept proposals that are received after the deadline.

The SFA reserves the right to reject any or all proposals and to waive any errors or corrections in a proposal or the proposal process. The SFA will award the contract based on a review and analysis of the proposals that will determine which one best meets the needs of the SFA.

Questions:

The SFA will record and provide answers to any questions or requests for clarifying information about the solicitation during the question and answer period.

How to submit questions: Submit electronically by sending an email with the subject line: "Questions -ILCS RFP-Grocery" to smartinez@inlandleaders.com

Deadline: Submit questions by May 15, 2026

When/how questions will be answered: Questions will be answered in writing within 48 hours.

Answers will be posted on this webpage alongside the solicitation documents:

<https://www.inlandleaders.com/business-dept>

How to Submit a Response:

Respondents must submit proposals by email. Submit electronically by sending an email with the subject line: "Proposal -Grocery" to smartinez@inlandleaders.com. ILCS will provide a confirmation email notice for each vendor who submits a proposal.

About Inland Leaders (ILCS) Nutrition Program:

ILCS is a TK through 8th grade public charter school serving approximately 1000 seat-based students in the city of Yucaipa in Southern California. ILCS maintains two sites in the city and serves breakfast and lunch each school day. ILCS serves approximately 500 meals a day and maintains a traditional school schedule running August to June.

Scope of Work:

ILCS is requesting full delivery service of grocery goods to include produce, packaged food, meats, dairy, juice, commodities and other grocery products as listed on Attachment 1. Delivery of product is to one location at 12375 California Street in Yucaipa, CA 92399 (no forklift available). Delivery preference is for one drop a week at the stated location prior to 11:00am or after 2:00pm.

Complete List of Products/Services to Be Purchased

See attached Excel spreadsheet (Attachment 1) for completion to be included in your response packet. Comparable product substitutions are allowable as noted in the column headings.

Duration of Contract:

Minimum contract term is from July 1, 2026 to June 30, 2027. Quoted prices must stay in effect for the contract term. This contract may be extended (by mutual consent expressed in writing) for up to three (3) additional one (1) year increments (total potential bid life of three (3) years from Board of Education award). The maximum contract date expiration is June 30, 2030.

The extension may be granted on a year-by-year basis, provided that the District has deemed the vendor's products and services satisfactory. Agreement prices that are subject to increase for each period shall be based upon a percentage increase (in March) in the annual Consumer Price Index (C.P.I.) for all urban consumers for the Los Angeles/ Riverside/ Orange County area

Method of Pricing:

Fixed price for products

Evaluation Criteria

Criteria	Maximum Points Available
Price	50
Experience with NSLP/K-12 food service	10
Regulatory compliance (USDA, Buy American, food safety)	20
Operational Capacity (ordering, delivery, staffing, customer service/support)	20
Total Points Possible	100

Extra Points for Local Minimally Processed Foods= 10

Geographic Preference

Vendors who demonstrate a 10% of the use of local minimally processed foods will be provided with an extra 10 points applied to the total score. The bidder must submit certification of a percentage of local foods to be supplied.

Method for Evaluating Cost:

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the SFA during the term of the contract to secure all its needs from the successful bidder. Such contract shall bind the distributor to deliver all such products ordered by the SFA at prices specified in the contract. Award will be made to a responsive, responsible bidder or bidders based on the criteria in evaluation criteria section. Award will be made to the responsible vendor whose proposal is most advantageous, with price as the primary factor.

Buy American Provision Requirements

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR, sections 210.21(d) and 220.16(d). The vendor must:

1. Retain certification statements for all processed agricultural products. The vendor must be able to provide written documentation to the SFA for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. Request SFA approval prior to delivering a nondomestic agricultural commodity or product. If the vendor cannot comply with #1 above, the vendor must notify the SFA in writing 10 days before delivering a nondomestic agricultural commodity or product. This written notification must include the following:

- a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
- b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
- c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

In compliance with California SB 490, if Inland Leaders Charter Schools receives over \$1,000,000 in annual federal meal reimbursement, the SFA must only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

In compliance with California AB 778, the SFA must purchase agricultural food products when they are grown in California before accepting purchases other domestic agricultural food product that is grown outside the state, when both of the following are met:

- (1) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
- (2) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

Common Legalities

The SFA shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the SFA's compliance efforts.

The SFA shall comply with all applicable federal regulations in 2 CFR, parts 200 and 400 and 7 CFR, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California Education Code (EC), and California laws and regulations, where applicable.

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

Required Compliance Certifications

The Respondent must complete the certifications (Attachment 2) and return them with the proposal package. By submitting a response, the vendor certifies that the information in their proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

The following certifications are required:

- Debarment and Suspension: required on all federally awarded contracts
- Byrd Anti-Lobbying Amendment: required for contracts above \$100,000
- Prohibition on purchases of Poultry from China: required due to Consolidated Appropriations Act for contracts where poultry is purchased.
- Clean Air Act and Federal Water Pollution Control Act - contracts over \$150,000
- Drug Free Workplace Act of 1990 (California Government Code, Section 8350-8357)
- California's Energy Policy and Conservation Act (Public Law 94-163)
- Iran Contracting Act Certification - contracts for goods or services over \$1,000,000

Licensing Requirements and/or Professional Certificates

The vendor must maintain records that show their facilities and/or staff have all applicable licenses and/or certifications as required by federal or state law and the SFA.

The following licenses and/or certifications are required:

- County Health Permit and Food Safety Manager Certificate

Contract Modification and Change Procedures

The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

Contract Termination Rights for Cause and Convenience

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 CFR, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the SFA, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the SFA upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 CFR, Section 200.339[a][4]). The termination rights referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Default and Breach of Contract Provisions

If the vendor fails to perform the contract terms, the following penalties may be imposed:

[Note: The following are some examples of sanctions that the SFAs may wish to use]

- Vendor will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in the termination of this contract
- Vendor may be prohibited from bidding on future contracts with the SFA

Force Majeure

Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

Force majeure does not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
- Inability of either the SFA or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment as long as the amended period does not violate 7 CFR, Section 210.16(d).

Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

Proposal Withdrawal Procedures

Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.

Protest Procedures

The SFA accepts a prospective bidder’s protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with the SFA designated point of contact for this bid. Such protests must be made in writing and received by the SFA within five working days of the bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the SFA. A bidder’s failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

Proposal Attestation

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that the information contained in this proposal is accurate, true, and binding upon the vendor.

Company Name: _____

Signature of Company Official: _____

Name of Signer: _____

Title of Signer: _____

Date: _____