JEWISH LEADERSHIP ACADEMY, INC.

Agreement #1826 | Miami, FL 33150 | NSLP / SBP Sponsor

INVITATION TO BID

PRIMARY KOSHER FOOD DISTRIBUTOR

National School Lunch Program (NSLP) & School Breakfast Program (SBP)

ITB Number: ITB-JLA-1826-2026-08

ITB ISSUED:	September 10, 2026
BID DUE DATE:	September 24, 2026
BID DUE TIME:	4:00 PM Eastern Time
BID DELIVERY:	Jewish Leadership Academy — Attn: Jenna Gasner 975 NW 95th Street, Miami, FL 33150 or by email to: jgasner@jlamiami.org (subject: "ITB-JLA-1826-2026-08 Bid Submission")
PRE-BID CONFERENCE:	None Required
DIRECT ALL INQUIRIES TO:	Jenna Gasner, COO / Food Service Director jgasner@jlamiami.org	(786) 807-9518
CONTRACT TERM:	October 9, 2026 – June 30, 2027 (initial); up to 4 annual renewals

NOTICE TO BIDDERS: Sealed bids will be received at the address above until the stated date and time. Bids received after the deadline, by any delivery method, will not be accepted. Jewish Leadership Academy reserves the right to reject any and all bids, waive irregularities, and to award in the best interest of the school and program participants. This procurement is conducted in compliance with 7 CFR 210, 2 CFR 200, and Chapter 5P-2, Florida Administrative Code.

NOTE: This draft ITB is submitted to FDACS / Procurement Coordinator for pre-issuance compliance review prior to public advertisement, per 2 CFR 200.319 and FDACS procurement requirements.

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1. OVERVIEW AND PURPOSE

Jewish Leadership Academy, Inc. ("JLA" or "School"), hereafter referred to as the "Sponsor," is a private non-profit 6–12 Jewish day school located at 975 NW 95th Street, Miami, FL 33150, participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) under Agreement #1826, administered by the Florida Department of Agriculture and Consumer Services (FDACS), Division of Food, Nutrition and Wellness (FNW).

JLA operates a self-prep, kosher kitchen serving approximately 275 students in grades 6–12 each school day. The school serves kosher breakfast, lunch, and an afterschool snack five days per week. As a kosher institution, all food products must bear valid certification from a recognized kosher certification agency.

JLA seeks bids from qualified vendors to establish a cost-plus-fixed-delivery-fee annual contract for a Primary Kosher Food Distributor to supply food and non-food items to support JLA's NSLP/SBP menus and its 12-week Kosher Lunch and Breakfast Menu Cycle for School Year 2026–2027.

JLA's annual food service expenditures are anticipated to exceed $250,000, requiring formal competitive procurement per 2 CFR 200.320 and the JLA NSLP Procurement Policy.

2. SOLICITATION SCHEDULE

JLA reserves the right to amend these dates when it is in the best interest of the School. Date changes will be communicated via addendum to all registered bidders.

DATE	EVENT
September 10, 2026	ITB Issued / Advertised
September 18, 2026	Last Day to Submit Questions (by 4:00 PM)
September 21, 2026	Addendum Issued (if applicable)
September 24, 2026	BIDS DUE — 4:00 PM Eastern Time
September 28, 2026	Bid Tabulation and Evaluation
October 1, 2026	Recommended Award Posted
October 5, 2026	Contract Execution (anticipated)
October 9, 2026	Contract Start Date (anticipated)

3. INSTRUCTIONS TO BIDDERS

3.1 Bid Submission Requirements

All bids must be submitted in a sealed envelope or secure electronic submission clearly labeled with:

- ITB Number: ITB-JLA-1826-2026-08
- ITB Title: Primary Kosher Food Distributor
- Bid Due Date and Time: September 24, 2026, 4:00 PM

Submit one (1) original hard copy AND one (1) electronic copy (USB or email to jgasner@jlamiami.org with subject line "ITB-JLA-1826-2026-08 Bid Submission"). Hard copy to:

Jenna Gasner, COO / Food Service Director
Jewish Leadership Academy
975 NW 95th Street, Miami, FL 33150

Bids received after 4:00 PM on September 24, 2026 will not be accepted, regardless of postmark date.

3.2 Bid Organization

Bids must be organized in the following tab order:

1. Tab 1 — Cover Letter and Company Information (see Section 10.1)
2. Tab 2 — Qualifications and References (see Section 10.2)
3. Tab 3 — Kosher Certification Documentation (see Section 8)
4. Tab 4 — Scope of Services Acknowledgment (see Section 7)
5. Tab 5 — Pricing: Attachment C — Price Response Sheets (completed in full)
6. Tab 6 — Required Certifications (see Section 10.3)
7. Tab 7 — Federal Provisions Certifications (see Section 11)
8. Tab 8 — Additional Supporting Materials (optional)

3.3 Questions and Addenda

Questions must be submitted in writing via email to jgasner@jlamiami.org no later than 4:00 PM on September 18, 2026. Responses will be issued via addendum to all registered bidders no later than September 21, 2026. No oral interpretations are binding. Bidders are responsible for confirming whether addenda were issued and acknowledging them in their bid.

3.4 Withdrawal of Bids

No bidder may withdraw a submitted bid for a period of 120 days after the bid opening date without written authorization from JLA.

3.5 Public Records

Upon award recommendation or ten (10) days after opening, whichever is earlier, all submitted materials become public records subject to Chapter 119, Florida Statutes. Bidders claiming trade secret protection must submit protected materials in a separate sealed envelope labeled "TRADE SECRET" with written justification.

3.6 Costs of Bid Preparation

All costs associated with bid preparation and submission are the sole responsibility of the bidder. JLA will make no payment for proposal preparation efforts.

3.7 Conflict of Interest

Award is subject to Chapter 112, Florida Statutes. All bidders must disclose any officer, director, or agent who is also a JLA employee, and any JLA employee who owns 5% or more interest in the bidding firm.

4. EVALUATION AND AWARD

4.1 Basis of Award — Invitation to Bid

This is an Invitation to Bid (ITB). Award will be made to the lowest responsive, responsible bidder whose bid conforms to all specifications and requirements set forth in this ITB. Price is the primary determinant of award for a responsive and responsible bid.

CRITERION	BASIS
Responsiveness	Bid must include all required forms, signatures, and Attachment C completed in full. Incomplete bids are non-responsive.
Responsibility	Vendor must demonstrate financial stability, relevant experience in NSLP/6-12 foodservice, and kosher distribution capability.
Price	Award to the lowest total delivered cost (unit cost + fixed delivery fee) as calculated from Attachment C, for all responsive/responsible bidders.
Tie Bids	In the event of a tie: (1) drug-free workplace certification per FL Stat. 287.087; (2) coin flip.

4.2 Responsiveness

A responsive bid conforms to all material terms and conditions of this ITB. Bids that fail to include required certifications, completed Attachment C, or authorized signatures may be deemed non-responsive and disqualified without further evaluation.

4.3 Responsibility

A responsible bidder demonstrates the financial capacity, experience, and operational capability to perform the contract. JLA may request additional information from any bidder to verify responsibility. Relevant experience must include kosher food distribution to 6-12 schools or comparable institutions.

4.4 Rejection of Bids

JLA reserves the right to reject any or all bids, in whole or in part, and to waive minor irregularities when it is in the best interest of the School and program participants.

4.5 Award Notification

The recommended award will be posted at JLA's administrative office and communicated to all bidders on or around August 5, 2026. Contracts will not be executed until FDACS has reviewed and approved the procurement documentation per FDACS requirements.

4.6 Protest Procedures

Any bidder who disputes the award recommendation must file a written protest within 72 hours of posting. See Section 12 for full protest procedures.

5. GENERAL TERMS AND CONDITIONS

5.1 Contract Formation

This ITB and the selected bidder's response will constitute the basis of the formal contract. No modification, except by written addendum or contract amendment executed by both parties, shall be binding.

5.2 Purchase Orders

The award of this bid does not constitute a purchase order. Before any shipments are made, the vendor must receive a purchase order from JLA. Shipments must conform to specifications and pricing in this contract.

5.3 Accounting and Invoicing

JLA complies with the Florida Prompt Payment Act (ss. 218.70–218.80). Invoices are due within Net 30 days of delivery or receipt of satisfactory invoice, whichever is later. All invoices must reference the JLA purchase order number and include school name, delivery address, and delivery date. Invoices may be submitted electronically to ap@jlamiami.org (Finance) and purchasing@jlamiami.org, or mailed to: 975 NW 95th Street, Miami, FL 33150.

5.4 Credits and Returns

Vendor shall accept, for full credit, any item found to be defective, expired, or improperly packaged. Products rejected at delivery shall be marked through on the original invoice, initialed by both the cafeteria manager and delivery driver, and deducted from the invoice total. Credits for post-delivery defects shall be issued via credit memo within 5 business days of request, referencing the original invoice number.

5.5 Certificate of Insurance

The awarded vendor must provide, within 14 days of contract award, a certificate of insurance listing Jewish Leadership Academy, Inc. as an additional insured, with minimum coverage:

- General Liability: $1,000,000 per occurrence / $2,000,000 aggregate
- Automobile Liability: $1,000,000 combined single limit
- Workers' Compensation: per Florida Statute 440

5.6 Indemnification

Upon notification of award, the vendor shall indemnify and hold harmless Jewish Leadership Academy, Inc., its officers, employees, and agents from claims, damages, and liabilities arising from the vendor's performance of the contract, to the extent permitted by Florida Statute 725.06.

5.7 Assignment

The vendor shall not assign any part of this contract to another party without prior written consent of JLA. JLA may transfer this contract to any successor performing the same functions.

5.8 Safety

All vendor employees and subcontractors performing services or deliveries at JLA must comply with JLA campus safety policies, including sign-in procedures, and must not cause unsafe conditions for students, staff, or visitors. Any incident occurring on JLA property must be immediately reported to the Food Service Director.

5.9 Material Safety Data Sheets (MSDS/SDS)

For all sanitation or chemical items, vendor must provide Safety Data Sheets (SDS) in English upon initial purchase, with one copy accompanying each product shipment.

5.10 Non-Discrimination

There shall be no discrimination by any party under this contract as to race, sex (including gender identity and sexual orientation), color, creed, national origin, disability, or age, per federal civil rights law and USDA regulations.

5.11 Florida Sunshine Law

Bidders and their representatives are subject to the Florida Sunshine Law, Florida Statute 286.011.

5.12 Legal Venue

Venue for all legal actions shall be in the Circuit Court of Miami-Dade County, Florida. The laws of the State of Florida shall govern this contract.

6. SPECIAL PROVISIONS

6.1 Contract Term

The initial contract term shall begin on or about October 9, 2026 and run through June 30, 2027 (about one school year), contingent upon FDACS review and approval of the procurement.

6.2 Renewal Options

This contract may be renewed for up to four (4) additional one-year periods, by mutual written agreement of both parties, provided all terms and conditions remain unchanged. Renewal notice will be provided not sooner than 120 days before contract expiration. Upon mutual agreement, the contract may be extended beyond four renewals for a period not exceeding 180 days.

6.3 Pricing Structure — Cost Plus Fixed Delivery Fee

The pricing model for this contract is: UNIT COST (vendor's actual invoiced cost from supplier) + FIXED DELIVERY FEE PER CASE. The fixed delivery fee per case shall:

- Remain firm and fixed for the full initial contract term.
- Be re-evaluated annually upon contract renewal.
- Be subject to upward adjustment only with 30 days' written notice to JLA, and only upon presentation of supporting market data.
- Be subject to downward adjustment at any time at vendor's discretion.

JLA reserves the right to accept or reject a proposed price increase within 30 days of the request. If approved, the adjusted price shall remain firm for one year from the increase date.

6.4 Minimum Order Quantities

Bidder must specify minimum case quantities for full-case and broken-case (split) orders. JLA may place full-case and broken-case orders as needed to support meal service without waste. Vendor must identify any items not available for broken-case delivery.

6.5 Program Review / Benchmarking

JLA reserves the right to conduct an annual program review of this contract to benchmark pricing against current market rates and ensure the cost-plus model reflects actual vendor acquisition costs. Vendor must provide manufacturer's invoices upon request.

6.6 Termination

Either party may terminate this contract with 30 days' written notice. JLA may terminate immediately for cause, including: material breach, failure to maintain kosher certification, product safety issues, or loss of FDACS approval. Termination for convenience by JLA shall not subject JLA to any penalty.

6.7 Force Majeure

Neither party shall be liable for delays caused by events beyond reasonable control (natural disasters, government actions, supply chain disruptions,etc). The affected party must provide written notice within 5 days and use commercially reasonable efforts to resume performance.

7. SCOPE OF SERVICES AND SPECIFICATIONS

7.1 General Scope

The awarded vendor shall serve as the Primary Kosher Food Distributor for Jewish Leadership Academy for School Year 2026–2027 and any renewal periods. The vendor shall supply all food and non-food items required to support JLA's NSLP/SBP operations, including items on the 12-week Kosher Lunch and Breakfast Menu Cycle, salad bar program, and afterschool snack service.

7.2 Products and Categories

Bids must cover the following product categories. All products must be kosher-certified (see Section 8):

- Group A — Cooler: Dairy products, eggs, fluid milk, juice cups, fresh proteins, margarines, yogurt, cream cheese
- Group B — Freezer: Frozen proteins (chicken, beef, fish), frozen vegetables, frozen starches, frozen breakfast items, frozen entrees
- Group C — Dry Storage: Grains (rice, pasta, bread products, tortillas, couscous, quinoa), canned goods, condiments, cooking oils, spices, dry legumes, snack items, disposables and serving supplies

Estimated annual usage quantities are listed in Attachment C — Price Response Sheets. These quantities are estimates based on the 12-week menu cycle and approximately 275 students over approximately 180 school days. Actual quantities may vary by ±25% without constituting a material change to the contract.

7.3 12-Week Kosher Menu Cycle Reference

The vendor's product catalog must support, at minimum, the following recurring menu protein categories appearing in JLA's 12-week menu cycle (all must be kosher-certified):

- Chicken: Tenders/strips, schnitzel (breaded cutlet), drumsticks, thighs, breast (grilled/baked), shawarma-marinated, honey garlic, orange, BBQ, teriyaki, stir fry, adobo, fajita, pot pie
- Beef: Ground beef, brisket (whole or sliced/cooked), sliders, smash burger patties, mini corn dogs, meatballs, kebabs, taco-spiced, stew meat, short ribs, BBQ, chuck roast
- Fish: Tilapia (whole fillet), salmon (fillet and patties), cod (fillet, cakes, sticks), flounder (breaded), sushi-grade tuna and salmon
- Dairy (Friday only): Mozzarella (shredded and block), cheddar (shredded and block), parmesan, cream cheese, 3-cheese blend, ricotta
- Eggs: Liquid whole eggs (pasteurized), hard-boiled eggs (or shell eggs)
- Grains: Brown rice, white rice, basmati, wild rice, whole wheat pasta (spaghetti, ziti, lasagna noodles, penne), corn tortillas, whole wheat buns/rolls, garlic knots, whole wheat bread, couscous, quinoa, Israeli couscous, tater tots, French fries, sweet potato fries, mashed potato mix
- Vegetables: Broccoli, carrots, peppers (red/green/tri-color), green beans, peas, corn (whole kernel, corn on cob, canned), sweet potatoes, cauliflower, zucchini, Brussels sprouts, edamame, bok choy, collard greens, spinach, romaine, mixed greens, cherry tomatoes, cucumbers, mushrooms, artichoke hearts, eggplant, beets, avocado
- Fruit: Apples (sliced/fresh), oranges/orange slices, bananas, grapes, pineapple (with waiver), mandarin oranges (with waiver), melon, peaches, berries, fruit cups

- Dry/Pantry: Olive oil, vegetable oil, cooking spray, soy sauce, teriyaki sauce, honey, BBQ sauce, ketchup, mustard, canned tomatoes, tomato sauce, chicken broth, panko breadcrumbs, flour, cornmeal, sugar, salt, spices
- Milk: 1% plain fluid milk, fat-free plain milk, fat-free flavored milk (per waiver, if applicable) . Milk must be Cholov Ysroel (see section 8.3 for more details)
- Juice: 4 oz individual cups/pouches (apple, orange, grape, fruit punch — 100% juice)
- Disposables: Trays, gloves, plastic wrap, foil, bags, serving utensils as needed

7.4 Delivery Requirements

Vendor must deliver to the single JLA delivery location:

SPONSOR	ADDRESS	GRADES SERVED	PROGRAMS
Jewish Leadership Academy	975 NW 95th Street Miami, FL 33150	6–12	Breakfast Lunch Aftersch. Snack

- Delivery days: To be agreed upon at contract execution. JLA anticipates 1–2 scheduled deliveries per week.
- Delivery hours: Between 6:00 AM and 11:00 AM on scheduled days (kitchen must receive product before meal service preparation begins).
- Delivery driver must work with JLA kitchen staff to inspect, count, and sign off on all items. Driver must take back and credit any rejected items at time of delivery.
- Vendor must provide a dedicated account representative available by phone or email during business hours to address order issues, substitutions, and emergencies.
- Emergency/substitution orders: Vendor must be capable of fulfilling emergency orders with 24-hour notice when possible.

7.5 Product Specifications

All products must:

- Bear valid kosher certification from a recognized agency (see Section 8).
- Be free of pork, shellfish, and any non-kosher ingredients.
- Be trans-fat free (0 grams trans fat per serving on label).
- Have a minimum shelf life of 60 days from delivery for shelf-stable items; 14 days for refrigerated items; and per product labeling for frozen items.
- Be labeled and coded in compliance with all applicable federal and state regulations.
- Meet USDA meal pattern crediting requirements where applicable (see CN labels or Product Formulation Statements in Attachment C).
- Comply with the Buy American provision (see Section 9).

7.6 Substitutions

No product substitutions are permitted without prior written approval from the JLA Food Service Director. Proposed substitutions must meet or exceed all specifications of the original item, including kosher certification. Approved substitutions must be documented.

7.7 Reporting

Vendor must provide, upon request: monthly product usage reports, food safety recall notifications within 24 hours of USDA/FDA recall issuance, and documentation of country of origin for all products for Buy American compliance purposes.

7.8 Food Safety and Recalls

Vendor must have a written food safety recall procedure and must notify JLA within 24 hours of any product recall affecting items delivered under this contract. Vendor must support JLA's HACCP program by providing product safety documentation as requested.

8. KOSHER REQUIREMENTS

CRITICAL REQUIREMENT: All food products supplied under this contract must bear valid kosher certification from a nationally or internationally recognized kosher certification agency. This is a non-negotiable requirement. Bids that cannot demonstrate the ability to supply certified kosher products across all required categories will be deemed non-responsive.

8.1 Accepted Certification Agencies

Acceptable kosher certifying agencies include, but are not limited to:

- OU (Orthodox Union)
- OK Kosher Certification
- Star-K Kosher Certification
- KOF-K Kosher Supervision
- CRC (Chicago Rabbinical Council)
- Other agencies may be accepted subject to review and approval by JLA's Mashgiach (kosher supervisor)

8.2 Meat/Dairy Separation

JLA operates a fully kosher kitchen with strict meat/dairy separation. Vendor must be capable of:

- Clearly labeling all products as "Meat," "Dairy," or "Pareve" in order confirmations and on delivery documentation.
- Accommodating separate ordering or flagging of meat and dairy products.
- Understanding that beef and chicken are served Monday–Thursday (meat days); dairy products are served on Fridays.
- Fish is pareve and may be served any day.

8.3 Chalav Yisroel Dairy Requirement

CRITICAL — DAIRY PRODUCTS: ALL dairy products supplied under this contract — including fluid milk, cheese, yogurt, cream cheese, sour cream, butter, and any dairy-containing items — MUST be Chalav Yisroel certified. Standard kosher dairy certification (e.g., OU-D) does NOT meet this requirement. Vendor must be able to source and supply only Chalav Yisroel-certified dairy products across all dairy categories.

Chalav Yisroel is a higher standard of kosher dairy supervision in which the milking process and dairy production are supervised by a shomer Shabbos Jew from start to finish. Products must carry explicit Chalav Yisroel designation from the certifying agency. Bids that cannot meet this requirement for dairy products will be deemed non-responsive for those categories.

Required Chalav Yisroel dairy items include, but are not limited to:

- Fluid milk: 1% plain, fat-free plain, fat-free flavored (if applicable)
- Shredded and block cheeses: mozzarella, cheddar, parmesan, 3-cheese blend, ricotta
- Cream cheese (individual and bulk)
- Yogurt (individual cups and parfait size)
- Sour cream (individual cups and bulk)

- Any other dairy ingredient used in a prepared or processed item on the menu

8.4 Allergen Requirements — Peanut/Sesame Sensitivity and Tree Nut-Free

IMPORTANT — ALLERGEN POLICY: JLA is a peanut-sensitive and sesame-sensitive school. Additionally, JLA does NOT serve tree nuts in any form. Vendor must comply with the following requirements:

- **Peanuts:** No peanuts or peanut-containing products may be supplied or delivered under this contract. All products must be free of peanuts and must not be manufactured in a facility that processes peanuts, unless a safe allergen management plan can be documented and verified.
- **Sesame:** JLA is sesame-sensitive. No sesame seeds, sesame oil, tahini, or sesame-containing products may be supplied without explicit prior written approval from the Food Service Director. Vendor must identify any item in Attachment C that contains sesame or was processed in a shared sesame facility.
- **Tree Nuts:** JLA does not serve tree nuts of any kind. No almonds, walnuts, pecans, cashews, pistachios, pine nuts, macadamia nuts, hazelnuts, or any other tree nuts may be supplied under this contract.

For each item in Attachment C, vendor must indicate whether the product: (1) is free of peanuts, sesame, and tree nuts; (2) contains any of these allergens; or (3) is manufactured in a shared facility. Items containing these allergens or manufactured in a shared facility without an approved allergen management plan will not be accepted.

Vendor must notify JLA Food Service Director in writing within 24 hours if any product allergen status changes, including changes to manufacturing facility or processes.

8.5 Prohibited Items

The following items may never be supplied or delivered under this contract, regardless of certification status:

- Pork or any pork by-products (ham, bacon, lard, pork gelatin, etc.)
- Shellfish (shrimp, lobster, crab, clams, oysters, etc.)
- Any product mixing meat and dairy
- Products containing non-kosher gelatin
- Peanuts or peanut-containing products
- Tree nuts of any kind (almonds, walnuts, cashews, pecans, pistachios, etc.)
- Sesame-containing products (without prior written approval)
- Standard kosher dairy products where Chalav Yisroel is required (see Section 8.3)

8.6 Documentation

Bidder must include in Tab 3 of the bid response:

- A list of the primary kosher certification agencies whose products are carried
- Confirmation of the vendor's ability to supply Chalav Yisroel-certified dairy products across all required dairy categories, with named supplier(s)
- A statement confirming the vendor's ability to identify and flag peanut, sesame, and tree nut allergens in all supplied products
- Allergen management policy or procedure used for peanut/sesame/tree nut-sensitive accounts

9. BUY AMERICAN PROVISION

Per 7 CFR 210.21(d) and USDA Policy Memo SP 38-2017, JLA is required to purchase, to the maximum extent practicable, domestic commodities or products for use in NSLP/SBP meals. The awarded vendor must:

- Give preference to domestic food products in all orders.
- Identify the country of origin for all products upon request.
- Provide written notification to JLA when a domestic product is unavailable and a non-domestic substitute is proposed, including justification.
- Obtain advance written approval from the JLA Food Service Director before delivering any non-domestic agricultural product.

Exceptions to Buy American are limited to: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or (2) the cost of a domestic product is significantly higher than the non-domestic alternative. JLA notes that pineapple, banana, and mandarin oranges on its menu may require advance waiver documentation; vendor must flag these items in Attachment C.

10. REQUIRED CERTIFICATIONS AND FORMS

10.1 Tab 1 — Cover Letter and Company Information

Include a formal cover letter on company letterhead, signed by an authorized representative, providing:

- Company legal name, DBA (if applicable), address, phone, email, FEIN/EIN
- SAM.gov UEI number (active registration required)
- Company overview: years in business, service area, 6-12 foodservice experience
- Statement confirming the bidder's understanding of and ability to meet all ITB requirements, including kosher distribution capability
- Names and contact information for authorized representatives

Include the following completed forms (templates provided in this ITB or available from bidder's standard forms):

- Certificate of Price Determination (Section 10.4)
- Federal Debarment Certification (Section 11)
- Drug-Free Workplace Certification (FL Stat. 287.087)
- Public Entity Crimes Certification (FL Stat. 287.133)
- Summary of food safety and recall procedures

10.2 Tab 2 — Qualifications and References

Provide:

- Company qualifications: experience in 6-12 NSLP foodservice, kosher distribution, and Florida-based operations
- Key personnel who will manage the JLA account (name, title, contact)
- Three (3) references from comparable accounts (6-12 schools or institutions) served within the past 36 months. For each reference provide: name, address, contact person, phone, email, annual contract value, and dates of service.
- Copy of current food handler/distributor license(s)
- Proof of active SAM.gov registration

10.3 Tab 3 — Kosher Certification Documentation

Provide:

- List of primary kosher certification agencies represented in vendor's product catalog
- Statement from an authorized representative confirming ability to supply certified kosher products across all categories required by this ITB
- Any applicable mashgiach arrangement or agency coordination procedures

10.4 Certificate of Price Determination

REQUIRED — must be submitted with bid.

CERTIFICATE OF PRICE DETERMINATION

The undersigned hereby certifies that the price(s) offered in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other bidder or competitor; and that no attempt has been made or will be made by the undersigned to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition; and that the price(s) quoted in this bid have not been knowingly disclosed by the undersigned and will not knowingly be disclosed by the undersigned prior to opening, directly or indirectly, to any other bidder or competitor.

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

11. FEDERAL CONTRACT PROVISIONS (2 CFR 200)

In accordance with 2 CFR 200 Appendix II, all contracts made by non-Federal entities with Federal award funds must include applicable provisions. The following provisions are incorporated into this ITB and any resulting contract:

11.1 Equal Employment Opportunity (E.O. 11246)

Vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Vendor will take affirmative action to ensure that applicants and employees are treated without regard to race, color, religion, sex, or national origin.

11.2 Davis-Bacon Act

Applicable to construction contracts exceeding $2,000. Not applicable to food distribution contracts under this ITB.

11.3 Copeland Anti-Kickback Act

Vendor shall comply with 40 U.S.C. §3145 prohibiting inducement or coercion of wages or other forms of compensation.

11.4 Contract Work Hours and Safety Standards Act

Applicable to contracts exceeding $100,000. Overtime compensation requirements apply.

11.5 Clean Air Act and Clean Water Act

Vendor certifies compliance with Clean Air Act (42 U.S.C. §7401 et seq.) and Clean Water Act (33 U.S.C. §1251 et seq.) and all applicable standards, orders, and regulations.

11.6 Debarment and Suspension (E.O. 12549 / 2 CFR 200.213)

Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Vendor certifies its SAM.gov registration is active and reflects no debarment or exclusions.

FEDERAL DEBARMENT CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that neither the vendor nor its principals are debarred, suspended, proposed for debarment, or excluded from participation in transactions subject to 2 CFR Part 180.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)

Vendors who apply for an award of $100,000 or more certify that they will not use and have not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency in connection with the making of a Federal award.

11.8 Rights to Inventions (37 CFR Part 401)

Applicable only where the contract involves the production of a patentable item financed by Federal funds. Not applicable to standard food distribution.

11.9 Procurement of Recovered Materials (2 CFR 200.322)

Vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended, regarding the purchase of recovered and recycled products where applicable.

11.10 Record Retention (2 CFR 200.334)

Vendor must retain all contract records for a minimum of three (3) years from the date of final payment. Records must be made available to JLA, FDACS, USDA, or the Comptroller General upon request.

11.11 Access by HHS Inspector General (45 CFR 75.374)

Vendor agrees to allow the Comptroller General or any authorized representative access to books, documents, and records for the purpose of audit or examination for a period of three (3) years after final payment.

11.12 Drug-Free Workplace (FL Stat. 287.087)

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor certifies that the company has implemented a drug-free workplace program consistent with the requirements of Florida Statute 287.087. This certification entitles the vendor to preference in the event of a tie bid.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

11.13 Public Entity Crimes (FL Stat. 287.133)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide goods or services to a public entity and may not be awarded a contract for the same period during which the person or affiliate has been on the convicted vendor list.

12. BID PROTEST PROCEDURES

Any bidder who disputes the award recommendation must file a written protest with the JLA Food Service Director within 72 hours of the posting of the award recommendation. The written protest must:

- Identify the specific grounds for protest with factual support
- Identify the provision(s) of the ITB alleged to have been violated
- Specify the relief requested

JLA will review the protest and issue a written decision within 10 business days. The decision of JLA shall be final unless the protesting bidder timely invokes the rights available under Section 120.57(3), Florida Statutes. Failure to file a timely protest constitutes a waiver of the right to protest.

Att. A. ATTACHMENT A — DELIVERY LOCATION

SPONSOR	ADDRESS	GRADES SERVED	PROGRAMS
Jewish Leadership Academy	975 NW 95th Street Miami, FL 33150	6–12	Breakfast Lunch Aftersch. Snack

Jewish Leadership Academy operates one campus. All deliveries must be made to the loading area at 975 NW 95th Street, Miami, FL 33150. Delivery personnel must check in with the kitchen manager upon arrival. No unsupervised deliveries will be accepted.

Att. B. ATTACHMENT B — REQUIRED DOCUMENTS CHECKLIST

Bidder Self-Certification: Complete and include this checklist in your bid package to confirm all required documents are included.

✓	REQUIRED DOCUMENT	TAB
☐	Cover Letter (signed, on letterhead)	1
☐	Company Contact Information	1
☐	Certificate of Price Determination (signed)	1
☐	Federal Debarment Certification (signed)	7
☐	Drug-Free Workplace Certification (signed)	7
☐	Public Entity Crimes Statement	7
☐	Qualifications Summary	2
☐	Three (3) Reference Release Forms	2
☐	Copy of current food distributor license(s)	2
☐	Proof of active SAM.gov registration	2
☐	Kosher Certification Documentation	3
☐	Scope of Services Acknowledgment	4
☐	Attachment C — Price Response Sheets (completed)	5
☐	Certificate of Insurance (or letter of insurability)	1
☐	Summary of food safety / recall procedures	1

Att. C. ATTACHMENT C — PRICE RESPONSE SHEETS

Attachment C (Price Response Sheets) is provided as a separate Microsoft Excel workbook: Attachment C — Price Response Sheets ITB-JLA-1804-2026-01.xlsx

Bidders must complete Attachment C in full, including:

- Item descriptions exactly as listed (or equivalent product with specification notes)
- Kosher certification agency for each item
- Brand / product code
- Vendor units per case
- Bid unit cost (vendor invoice cost from supplier)
- Fixed delivery fee per case
- Total delivered cost per case
- Country of origin for all agricultural products

Incomplete or unsigned Attachment C submissions will render the bid non-responsive. Bidder must sign and date the Price Response Sheets.

. BID RESPONSE COVER SHEET — SIGNATURE REQUIRED

By submitting this bid, the bidder acknowledges and agrees to all terms, conditions, specifications, and requirements of ITB-JLA-1804-2026-01.

BIDDER INFORMATION AND CERTIFICATION	
Company Legal Name:	
DBA (if applicable):	
Address:	
City / State / ZIP:	
Phone:	
Email:	
FEIN/EIN:	
DUNS / SAM UEI:	
Kosher Certification Body(ies):	
Authorized Signatory (Print):	
Title:	
Signature:	
Date:	

Jewish Leadership Academy reserves the right to reject any or all bids, to waive irregularities, and to award this contract in the manner deemed most advantageous to the School and NSLP program participants, consistent with applicable federal and state law.

In accordance with federal civil rights law and USDA regulations, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal for prior civil rights activity. This institution is an equal opportunity provider.