SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

1. REQUISITION NUMBER: 15B10926PR000439
PAGE 1 OF 10

2. CONTRACT NUMBER
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER: 15B10926Q00000016
6. SOLICITATION ISSUE DATE: 08/11/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: bmiracle@bop.gov
b. TELEPHONE NUMBER (*No collect calls*)
8. OFFER DUE DATE / LOCAL TIME: 08/25/2026 14:00 ET

9. ISSUED BY CODE 15B109
Federal Bureau of Prisons
FMC Lexington
3301 LEESTOWN RD
Lexington, KY 40511

10. THE ACQUISITION IS
[X] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] UNRESTRICTED OR
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)
[X] SET ASIDE: 100.00 % FOR
NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 311511
SIZE STANDARD: 1150 Employees

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 15B109
Federal Bureau of Prisons
FMC Lexington
3301 LEESTOWN RD
Lexington, KY 40511

16. ADMINISTERED BY CODE 15B109
Federal Bureau of Prisons
FMC Lexington
3301 LEESTOWN RD
Lexington, KY 40511

17a. CONTRACTOR/ OFFEROR CODE
FACILITY CODE
TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE BLEX
Federal Bureau of Prisons
FMC Lexington
3301 LEESTOWN RD
Lexington, KY 40511
LEX-BUSINESSOFFICE-S@BOP.GOV

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery Date: 10/01/2026 FY27 1ST QUARTER FOOD SERVICE- DAIRY Firm Fixed Price See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*Type or print*)
30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*Type or print*): Heather M Surber
31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Kosher Whole Milk, 1/2 Pints, Each Kosher Whole Milk, Fresh, Individual 8 Fluid Ounces Serving. EACH. Dairy, Milk, Pasteurized, Milk (Whole), No Flavor, shall meet all specified requirements in CID A-A-20338A, Group I - Pasteurized, Type A - Milk, Flavor 5 - Other (as specified by the purchaser - NoFlavor), Packaging size c - 236.6 ml (8 fl oz) aseptic package or d - 236.6 ml (8 fl oz) plastic bottle, Agricultural practice (1) Conventional). Milk must comply with all criteria of the definition and standard of identity in 21 CFR§131.110. In addition to the CID requirements, the product shall be Certified Kosher Dairy by a nationally accepted Orthodox Kashrut Organization. *Each individual package must be marked with the kosher certification hechsher. Total amount may be adjusted to the next highest case count. Half pint containers. Weekly delivery on Tuesday's. PSC: 8910 **Line Period of Performance:** 10/01/2026 - 12/31/2026 **Delivery Schedule:** Quantity: 250,000.000000 Delivery Address: Federal Bureau of Prisons FMC Lexington 3301 LEESTOWN RD Lexington, KY 40511	250,000	EA	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Cottage Cheese, Pounds, 5 lb container. Dairy, Cottage Cheese, Cultured or Acidified, Low Fat (2%), Fat Free, Cottage Cheese, or No Salt Added Low Fat Types, Unflavored, Small or Large Curd, Once the cottage cheese is packaged, the cottage cheese must have a remaining shelf life of at least 60 days.(CID A-A-20154C, Group I or II, Style A or B, Types 2, 3, 4, or 5, Flavor (a), Packaging size (7) - Other (as specified by purchaser), Agricultural practice (a). Note type and package size on bid. Delivery as needed upon request, to be delivered with Tuesday deliveries. 5 lb container. PSC: 8910 **Line Period of Performance:** 10/01/2026 - 12/31/2026 **Delivery Schedule:** Quantity: 800.000000 Delivery Address: Federal Bureau of Prisons FMC Lexington 3301 LEESTOWN RD Lexington, KY 40511	800	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Sour Cream, Pounds, 5 lb container. Dairy, Cream, Pasteurized, Sour Cream, Reduced Fat Sour Cream, Low-fat Sour Cream, or Nonfat Sour Cream, No Flavor. (CID AA-20251, Group I, Type F, H, I, or J, No Flavor). Note type and package size on bid. Delivery as needed upon request, to be delivered with Tuesday deliveries. 5 lb container. PSC: 8910 **Line Period of Performance:** 10/01/2026 - 12/31/2026	1,200	LB	$_____	$_____

	Delivery Schedule: Quantity: 1,200.000000 Delivery Address: Federal Bureau of Prisons FMC Lexington 3301 LEESTOWN RD Lexington, KY 40511				

Section 2 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-13 (DEV)	System for Award Management-Maintenance (Oct 2018) (DEVIATION NOV 2025)	
52.209-6 (DEV)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION NOV 2025)	
52.209-10 (DEV)	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) (DEVIATION NOV 2025)	
52.212-4 (DEV)	Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) (DEVIATION NOV 2025)	
52.219-6 (DEV)	Notice of Total Small Business Set-Aside (Nov 2020) (DEVIATION DEC 2025)	
52.222-3 (DEV)	Convict Labor (June 2003) (DEVIATION DEC 2025)	
52.222-19 (DEV)	Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (DEVIATION MAR 2026)	

Clause	Title	Fill-ins (if applicable)
52.222-35 (DEV)	Equal Opportunity for Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-36 (DEV)	Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION DEC 2025)	
52.222-50 (DEV)	Combating Trafficking in Persons (Oct 2025) (DEVIATION DEC 2025)	
52.225-1 (DEV)	Buy American-Supplies (Oct 2022) (DEVIATION DEC 2025)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-36 (DEV)	Payment by Third Party (May 2014) (DEVIATION NOV 2025)	
52.233-3 (DEV)	Protest after Award (Aug 1996) (DEVIATION NOV 2025)	
52.233-4 (DEV)	Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION NOV 2025)	
2852.212-4	Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)	
52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)	
52.232-18	Availability of Funds (Apr 1984)	

Clauses By Full Text

DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to

our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.
The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor’s notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees. employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)

[END OF ADDENDUM TO FAR 52.212-4]

Section 3 - List of Attachments

This Section Is Intentionally Left Blank

Section 4 - Solicitation Provisions

A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (DEVIATION NOV 2025)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)	
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	
52.204-7 (DEV)	System for Award Management-Registration (Nov 2024) (DEVIATION NOV 2025)	
52.212-1 (DEV)	Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (DEVIATION NOV 2025)	
52.212-2 (DEV)	Evaluation-Commercial Products and Commercial Services (Nov 2021) (DEVIATION NOV 2025)	Evaluation Factors : "Past Performance and Price"
52.225-2	Buy American Certificate (Oct 2022)	

[END OF ADDENDUM TO FAR 52.212-1]