SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1000184261

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
SPE300-26-D-P451	2026 JUL 22		SPE300-24-R-0021	2025 APR 02

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE300

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Local Admin: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246
Email: JAMES.BARR@DLA.MIL

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 311991

SIZE STANDARD:700

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS Net 10 days

☐ **13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

13b. RATING

14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE SPE300

SEE BLOCK 9
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE 1KZ65 FACILITY CODE

FRANK M. GARGIULO & SON, INC.
535 SWEETLAND AVE
HILLSIDE NJ 07205-1754
USA

TELEPHONE NO. 9082338222

18a. PAYMENT WILL BE MADE BY CODE SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

☐ 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 NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* $202,286,702.85

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ 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.

☒ 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: REF. SPE300-24-R-0021 OFFER DATED 2026-Jan-20 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: SEE SCHEDULE OF ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

James Barr

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED
		James Barr JAMES.BARR@DLA.MIL	2026 JUL 22

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15. DELIVER TO CODE
SEE SCHEDULE

16. ADMINISTERED BY CODE SPE300
SEE BLOCK 9
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE 1KZ65 FACILITY CODE

FRANK M. GARGIULO & SON, INC.
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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 CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED
Peter Gargiulo, Vice President	7/22/26		2026 JUL 22

19. ITEM NO.	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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	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

Part 12 Clauses

I. SOLICITATION/CONTRACT FORM

The terms and conditions set forth in the solicitation SPE300-24-R-0021 and Amendment 0001 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer dated January 20, 2026, which is being accepted by the Government to form this contract.

II. PERFORMANCE PERIOD:

A. **Effective Period of the Contract:**

Tier 1: July 22, 2026 - July 22, 2028
Tier 2: July 23, 2028 - January 19, 2030
Tier 3: January 20, 2030 - July 19, 2031

Orders will begin on September 14, 2026, for first deliveries on September 16, 2026 for Troop customers. Orders will begin on September 08, 2026 for first deliveries on September 15, 2026 for School customers.

B. **ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM**

Middle Atlantic Zone	24 Month Estimate	5 Year Estimate	Guaranteed Minimum	300% Max
Group 1 Middle Atlantic Troops	$ 1,084,160.38	$ 2,710,400.95	$ 54,208.02	$ 8,131,202.85
Group 2 Middle Atlantic Schools	$ 25,887,400.00	$ 64,718,500.00	$ 1,294,370.00	$ 194,155,500.00
Total	$ 26,971,560.38	$ 67,428,900.95	$ 1,348,578.02	$ 202,286,702.85

The chart includes a 24-month estimated dollar value for the first Tier, an overall 5-year period, a Guaranteed minimum and 300% contract maximum values, respectively. Though the figures are based on estimates, the guaranteed minimum and the contract maximum are both fixed firm dollar amounts, which are calculated as a percentage of 12 months of the Tier 1 and 5-year estimated dollar values, respectively. As multiple groups are awarded under the contract, the aggregate guaranteed minimum and contract maximum dollar value of those groups apply to the entire contract, and not a per group basis.

NOTE The guaranteed minimum, which is shown in the column above, constitutes the Agency's full legal obligation as to its ordering requirements for that group. The guaranteed minimum covers the entire contract term (inclusive of all tiers), and once this obligation is met, there is no further ordering obligation on the part of the

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

Agency regardless of what tier period said obligation is met within.

The Guaranteed Minimum contract dollar value is $1,348,578.02 and the 300% Maximum contract dollar value is $202,286,702.85.

Group 1: DoW Troop customers in Middle Atlantic Zone.

The 24 Months (1st Tier) Estimate is $1,084,160.38 and the 5 Year (All Tiers) Estimate is $2,710,400.95.

Group 2: Non-DoW School customers in Middle Atlantic Zone.

The 24 Months (1st Tier) Estimate is $25,887,400.00 and the 5 Year (All Tiers) Estimate is $64,718,500.00.

III. START-UP PERIOD

The Contractor's startup period will take place prior to the first order and is included in the 24-months Tier 1 period. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional sixty (60) days will be granted for actual implementation. No more than thirty (30) days after award will be permitted for the contractor to have fully functional distribution accounts in place for all customers.

Gargiulo is required to submit the following:

A. Submit Local Purchase Procurement plan by August 17, 2026, which includes the following elements:

1. A list of specific items that the contractor currently purchases locally.
2. A list of local growers from which the contractor sources produce.
3. Plans to expand the purchase of local items.
4. A list of resources that might assist in efforts to source more local products.

B. Submit a Food Defense Plan (NOTE: download a copy of the DLA Troop Support Food Defense Checklist go to (https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf) by August 17, 2026.

C. Submit a Quality Control Management Plan by August 17, 2026.

IV. ORDERING CATALOGS

The following are part of Gargiulo's offer and are hereby incorporated as part of subject contract:

Group 1- DoW Troop customers offered delivered price to be utilized for the first week of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on January 20, 2026.

Distribution prices for the Contract Period are as follows:

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

SPE300-24-R-0021 Mid[redacted] Atlantic (Group 1) D[redacted] Summay per case[redacted]	[redacted]
Distribution Price (Tier [redacted]	[redacted]
Distribution Price (Tier [redacted]	[redacted]
Distribution Price (Tier [redacted]	[redacted]

Group 2 - Non [redacted]s offered delivered price to be utilized for first week of ordering. See Attachment 1 fo[redacted] readsheet submitted on January 20, 2026.

SPE300-24-R-0021 Mid[redacted] Atlantic (Group 2) D[redacted] Summay per case[redacted]	[redacted]
Distribution Price (Tier [redacted]	[redacted]
Distribution Price (Tier [redacted]	[redacted]
Distribution Price (Tier [redacted]	[redacted]

V. <u>SUPPLIES OF SER[redacted]S</u>

ITEMS: Full-Lin[redacted]etables

CUSTOMERS: Group 1 - D[redacted]p and Group 2 - Non-DoW USDA School customers in the Middle Atlantic Zone (MD, DE , and W[redacted]on D.C.) in Attachment 2 of this document.

FOB TERMS: FOB Destinati[redacted] items.

NOTE: Paragraph (d) of the E[redacted]c Price Adjustment provision contained in the Solicitation enforces an upward ceiling on any econom[redacted] adjustments applicable to the instant Contract. Group 1 (DoW Troop customers), the aggregate of c[redacted]elivered Price increases for each item under this provision during the contract period inclusive of an[redacted]eriod(s) shall not exceed 150% of the initial delivered price for each contract unit price. Group 2 ([redacted]W USDA School customers) the aggregate of contract Delivered Price increases for each item under t[redacted]ision during the contract period inclusive of any tier period(s) shall not exceed 140% of the initial deli[redacted]ice for each contract unit price. The respective percentage (%) ceiling for each line item is in effect t[redacted]ut the entire length of the contract period. For additional information, see the EPA provision as specif[redacted]he Solicitation. That said, please be aware that just because an awardee furnishes a price revision on a b[redacted]ly basis that falls within the EPA clause's 150% ceiling for DoW Troop customers and 140% ceiling for [redacted]-DoW USDA School customers; does not automatically deem that price "fair and reasonable" and thus acceptable. The EPA provision is merely one separate factor that is considered by the Contracting Officer in arriving at his/her final "fair and reasonable" price determinations. Therefore, it is important to note that all other provisions of the Solicitation/Contract must be adhered to in conjunction

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

with the aforementioned EPA provision.

CATALOGs #: Group 1 **-** DoW Troop customers in the Middle Atlantic Zone will order under SPE300-26-D-P451. Group 2 **-** Non-DoW USDA School Customers in the Middle Atlantic Zone will order under SPE300-26-D-S451. Gargiulo will invoice in accordance with the customer's orders.

All catalog pricing is valid from Sunday of the first week of the cycle through the following Saturday of the second week of the cycle. Catalog updates must be received no later than 12:00 P.M. EST the preceding Wednesday.

All pricing will be firm at time of order.

Once submitted through the applicable electronic ordering system (i.e., STORES and FFAVORS), an order may be cancelled by a customer up to one (1) day before scheduled delivery via written (e.g., Email) notification to the Contractor and the Contracting Officer. Less than one (1) day from delivery, an order may be cancelled by mutual agreement between the customer and the Contractor. In the event of an act of God, such as extreme weather, the specific situation regarding a cancelled delivery, within less than 1 day, will be dealt with in an equitable manner by the Contracting Officer, who has the ultimate authority and discretion to resolve said issues.

VI. DELIVERIES AND PERFORMANCE

The following is the designated plant location for the performance of this contract for all contract line items:

Place of Performance:

1. Frank M. Gargiulo & Son, Inc. (DBA "Gargiulo Produce") (Gargiulo)

535 Sweetland Ave

Hillside, NJ 07205

52.203- 3 Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

Standard Element ZB_240_7999 has no Title

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI--AGENCY CONTRACTS (DEC 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

Attachments

List of Attachments

Description	File Name

CONTINUED ON NEXT PAGE

Attachments (CONTINUED)

Description	File Name
ATTACH_Attachment_1_Awardee_final_schedule_of_items	Attachment 1 Awardee Final Schedule of Items.xlsx
ATTACH_Attachment_2_Request_for_New_Item_form	Attachment 2 - Request for New Item.pdf
ATTACH_Attachment_3_Middle_Atlantic_Customer_list	Attachment 3 - Middle Atlantic Customer List.xlsx
ATTACH_Attachment_4_Solicitation	Attachment 4 Solicitation SPE30024R0021.pdf
ATTACH_Vendor_signed_award	Vendor signed award SPE30026DP451.pdf

PID Data - Custom Clause

Header
C1