

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		PAGE 1 OF 21	
2. CONTRACT NO. SPM300-04-D-3096	3. AWARD/EFFECTIVE DATE AUG 17 2004	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-03-R-D029
7. FOR SOLICITATION INFORMATION CALL		8. SOLICITATION ISSUE DATE 11/21/03	
a. NAME KATHY MORRIS/PAT AMENDOLIA		6. OFFER DUE DATE/LOCAL TIME SEE PAGE 3	

9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DSCP-FTAA DIRECTORATE OF SUBSISTENCE - BLDG 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092	CODE SPO102	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: NAICS 4224 SIZE STANDARD: 500	11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 12a. THIS CONTRACT IS A RATED ORDER UNDER DFARS (15 CFR 700) 13a. RATION N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFB <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR The IJ Company 107 Avenue B Valdosta GA 31603 TELEPHONE NO. 229-242-0867 ext. 223	CODE 1NBZO	FACILITY CODE 1NBZO	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6260	CODE S33150
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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

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR SUPPORT FOR MILITARY AND OTHER DOD & NON-DOD CUSTOMERS IN FLORIDA, KINGS BAY, GA, GUANTANAMO BAY, CUBA.				
<i>(Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA
SG 97X4930.5CS0 01 25.0 S33150 Minimum \$1,896,088.90

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$18,960,889.00

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 ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE ARE NOT ATTACHED.

29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 HEREIN.

COPIES OF 29. AWARD OF CONTRACT: REFERENCE SPM300-03-R-D029 OFFER DATED 11/21/03 YOURSIGNED OR SIGNED FOR BLOCK 16, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>John Stokes</i>	30c. DATE SIGNED 01-28-04	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Pat Amendolia</i>	31c. DATE SIGNED AUG 17 2004
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) John Stokes, General Manager		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAT AMENDOLIA, 215-737-4469	

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
 COMPLETE PARTIAL FINAL

37. CHECK NUMBER

38. SIR ACCOUNT NUMBER

39. SIR VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE SIGNED

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMMDD)

SOLICITATION/CONTRACT FORM

THE FOLLOWING AMENDMENTS ARE HEREBY INCORPORATED AS PART OF THIS CONTRACT:

AMENDMENT 0001 DATED DECEMBER 29, 2003
AMENDMENT 0002 DATED JANUARY 22, 2004
AMENDMENT 0003 DATED FEBRUARY 19, 2004
AMENDMENT 0004 DATED FEBRUARY 25, 2004
AMENDMENT 0005 DATED MARCH 5, 2004
AMENDMENT 0006 DATED MARCH 5, 2004
AMENDMENT 0007 DATED MARCH 5, 2004

THE FOLLOWING FORM YOUR OFFER AND ARE HEREBY INCORPORATED INTO YOUR CONTRACT:

TECHNICAL PROPOSAL DATED MARCH 12, 2004. (IT SHOULD BE NOTED THAT THE TECHNICAL PROPOSAL WAS USED FOR EVALUATION PURPOSES ONLY; HOWEVER, ALL ELEMENTS OF THE TECHNICAL PROPOSAL, WHICH EXCEEDED THE GOVERNMENT'S CONTRACT REQUIREMENTS, ARE HEREBY INCORPORATED INTO THIS CONTRACT.)

FINAL PROPOSAL REVISIONS DATED JUNE 15, 2004 AND JUNE 30, 2004.

SUPPLIES OR SERVICES AND PRICES

- CUSTOMERS:
 - MAYPORT OASIS GALLEY
 - FSC MAYPORT
 - USCG MAYPORT
 - JACKSONVILLE GENERAL MESS
 - JACKSONVILLE NAVAL HOSPITAL
 - KINGS BAY TRF
 - KINGS BAY GALLEY
 - GUANTANAMO BAY, CUBA

ITEMS: TOTAL FOOD AND BEVERAGE SUPPORT FOR DOD AND NON-DOD CUSTOMERS, LESS FRESH FRUITS AND VEGETABLES, FRESH MILK AND FRESH BREAD AND BAKERY PRODUCTS. PRIME VENDOR MAY ALSO BE REQUESTED TO PROVIDE RELATED NON-FOOD ITEMS TO CUSTOMERS.

DELIVERY: ITEMS OFFERED SHOULD BE ROUTINELY DELIVERED ON A "SKIP DAY" BASIS, OR AN ALTERNATIVE DELIVERY PERIOD AS SPECIFIED BY THE CUSTOMER.

MINIMUM CASE REQUIREMENT IS TEN (10) CASES PER MONTH FOR ITEMS NOT IN VENDOR'S CURRENT INVENTORY.

CONTRACT TERM: ONE (1) YEAR BASE TERM WITH FOUR (4) ONE-YEAR OPTIONS: BASE TERM OCTOBER 17, 2004 THROUGH OCTOBER 16, 2005.

- **CONTRACT TYPE:** INDEFINITE QUANTITY CONTRACT – FIRM FIXED PRICE.
 - THIS CONTRACT CONTAINS A GUARANTEED MINIMUM OF 10% OF THE ESTIMATED DOLLAR VALUE. THE ESTIMATED DOLLAR VALUE OF THE BASE TERM OF THE CONTRACT IS \$18.9 MILLION. THE MAXIMUM CEILING WILL BE 125% OF THE ESTIMATED DOLLAR VALUE. IN THE EVENT OF EMERGENCIES AND/OR MOBILIZATION, THE GOVERNMENT RESERVES THE RIGHT TO UNILATERALLY EXECUTE AN ALTERNATE MAXIMUM CEILING OF 150% OF THE ESTIMATED DOLLAR VALUE.
 - TO THE EXTENT THAT CUSTOMERS DO NOT MEET THEIR ESTIMATED DOLLAR PURCHASES, THE CONTRACTING OFFICER RESERVES THE RIGHT TO ADD MORE THAN 25% OF ADDITIONAL BUSINESS EQUIVALENT TO THE PERCENTAGE OF UNUSED BUSINESS.
 - ALL PRICING WILL BE FIRM AT TIME OF ORDER PROVIDED THAT DELIVERY IS REQUESTED WITHIN THE TIMEFRAME OF SIX DAYS STARTING THE DAY AFTER THE ORDER IS PLACED. IF DELIVERY IS NOT REQUESTED UNTIL AFTER THIS TIMEFRAME, PRICING WILL BE AS OF THE DELIVERY DATE, OR TIME OF RECEIPT.
 - ALL UNIT PRICES SHALL BE FORMULATED IN ACCORDANCE WITH CLAUSE 52.212-4(t).
 - THE UNIT PRICE IS CALCULATED BY ADDING THE "DELIVERED PRICE" AND THE "DISTRIBUTION PRICE". THE DISTRIBUTION PRICES FOR FOOD AND BEVERAGE ITEMS ARE LISTED IN THIS CONTRACT.
 - DELIVERED PRICES WILL BE UPDATED WEEKLY AND WILL BE EFFECTIVE FROM MONDAY THROUGH SUNDAY.
 - UNIT PRICES MAY NOT EXTEND BEYOND TWO (2) PLACES AFTER THE DECIMAL POINT.

- IF THE GOVERNMENT DETERMINES TO INVOKE THE OPTIONS, THE DISTRIBUTION PRICES WILL UPDATE IN ACCORDANCE WITH THE IJ COMPANY'S OFFER. THE CONTRACT DISTRIBUTION PRICES REMAIN FIXED THROUGHOUT THE ENTIRE LENGTH OF THE CONTRACT.
- **ORDERING PERIOD:** THE EFFECTIVE ORDERING PERIOD OF THE CONTRACT WILL TAKE PLACE OCTOBER 17, 2004 AND CONTINUE FOR ONE (1) YEAR.

DESCRIPTION/SPECIFICATIONS

- **ORDERING SYSTEM:** ALL CUSTOMERS WILL UTILIZE THE GOVERNMENT'S ELECTRONIC ORDERING SYSTEM, EITHER STORES NT OR STORES WEB.
- **CUTOFF TIME:** ORDERS SHOULD BE PLACED TWO (2) DAYS PRIOR TO THE REQUIRED DELIVERY DATE. FOR EXAMPLE, ORDERS PLACE ON MONDAY WILL BE SHIPPED BY WEDNESDAY. THIS TIME IS SUBJECT TO CHANGE BASED ON MUTUAL CONSENT BETWEEN THE CUSTOMER AND THE PRIME VENDOR.
- THE PROPOSED FILL RATE FOR THIS CONTRACT IS 98.6% AND 99.3% WITH SUBSTITUTIONS.
- THE PROPOSED SUBCONTRACTING GOAL TO SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS IS 34%. DETAILS ARE INCLUDED IN THE ATTACHED SUBCONTRACTING PLAN.

PACKAGING, MARKING AND LABELING

- ALL PACKAGING AND PACKING SHALL BE IN ACCORDANCE WITH GOOD COMMERCIAL PRACTICE. LABELING SHALL BE IN ACCORDANCE WITH COMMERCIAL LABELING COMPLYING WITH THE FEDERAL FOOD, DRUG AND COSMETIC ACT AND PROMULGATED THEREUNDER. SHIPPING CONTAINERS SHALL BE IN COMPLIANCE WITH THE NATIONAL MOTOR FREIGHT CLASSIFICATION AND UNIFORM FREIGHT CLASSIFICATION CODE.
- SEMIPERISHABLE ITEMS SHALL BE SNUGLY PACKED IN SHIPPING CONTAINERS THAT FULLY COMPLY WITH THE NATIONAL MOTOR FREIGHT CLASSIFICATION AND UNIFORM FREIGHT CLASSIFICATION CODE, AS APPLICABLE.

- ALL MEATS, POULTRY, AND SEAFOOD WILL BE VACUUMED PACKED WHEN PRACTICABLE. IN ALL INSTANCES THE PACKAGING WILL PROTECT THE PRODUCT FROM FREEZER BURN AND CONTAMINATION.
- ALL FRESH POULTRY ITEMS WILL BE PACKED IN ICE PACKED CARTONS OR GASFLUSH CARTONS.
- ALL FRESH SEAFOOD ITEMS WILL BE IN ICE PACKED CARTONS.
- FROZEN PRODUCT MUST BE PROCESSED AND PACKED TO ALLOW REMOVAL OF THE INDIVIDUAL UNITS FROM THE CONTAINER WITHOUT DAMAGE TO THAT OR OTHER UNITS. THE INTENT IS TO BE ABLE TO REMOVE ONLY THAT AMOUNT OF PRODUCT REQUIRED FOR CURRENT NEEDS, WITHOUT THE NECESSITY OF DEFROSTING.
- STANDARD COMMERCIAL PRECAUTIONARY MARKINGS SUCH AS “KEEP FROZEN”, “KEEP REFRIGERATED”, ETC. SHALL BE USED ON ALL CASES WHEN APPROPRIATE TO ENSURE THAT THE CARRIER AND THE RECEIVING ACTIVITY PROPERLY HANDLE AND STORE ITEMS..
- TO THE MAXIMUM EXTENT POSSIBLE, NUTRITIONAL AND INGREDIENT LABELS SHALL BE PLACED ON THE INDIVIDUAL PACKAGE.
- ALL FOOD AND BEVERAGE PRODUCTS SHALL BE IDENTIFIED WITH READABLE DATES [OPEN CODE DATES], OR CODED DATES, AS DETERMINED BY THE TYPE OF PRODUCT DELIVERED. FOR SEMIPERISHABLE, SHELF STABLE ITEMS, OPEN DATING IS PREFERRED, BUT CODE DATING IS ACCEPTABLE. FOR ITEMS OTHER THAN SEMIPERISHABLE, SHELF STABLE PRODUCTS MUST HAVE READABLE, OPEN CODE DATES CLEARLY SHOWING THE USE BY DATE, DATE OF PRODUCTION, DATE OF PROCESSING/PASTEURIZATION, SELL BY DATE, BEST IF USED BY DATE, OR SIMILAR MARKINGS.
- PRODUCTS FOR INDIVIDUAL CUSTOMERS/DINING FACILITIES MUST BE PALLETIZED AND SEGREGATED.
- ALL MARKINGS AND PACKAGING REQUIREMENTS FOR LAND BASED CUSTOMERS AND SHIPS MUST BE IN ACCORDANCE WITH CONTRACT REQUIREMENTS AS STATED IN THE SOLICITATION.

INSPECTION AND ACCEPTANCE

- INSPECTION AND ACCEPTANCE OF PRODUCTS WILL BE PERFORMED AT DESTINATION. THE AUTHORIZED RECEIVING OFFICIAL AT EACH DELIVERY POINT IS RESPONSIBLE FOR INSPECTING AND ACCEPTING PRODUCTS AS THEY ARE DELIVERED.
- INSPECTION IS LIMITED TO IDENTITY, COUNT AND CONDITION; HOWEVER, THIS MAY BE EXPANDED IF DEEMED NECESSARY BY EITHER THE MILITARY VETERINARY INSPECTOR, DINING FACILITY MANAGER, OR THE FOOD SERVICE ADVISOR.
- ALL DELIVERIES ARE SUBJECT TO MILITARY VETERINARY INSPECTION INCLUDING INSPECTION OF DELIVERY VEHICLES FOR CLEANLINESS AND CONDITION.

DELIVERIES AND PERFORMANCE

- FOB TERMS: FOB DESTINATION
- THE FOLLOWING IS DESIGNATED AS THE PLANT LOCATION FOR THE PERFORMANCE OF THIS CONTRACT:

THE IJ COMPANY
107 AVENUE B
VALDOSTA, GA 31063

- THE SHIPPING POINT DESIGNATED FOR PERFORMANCE OF THIS CONTRACT IS THE SAME AS THE PLANT LOCATION IDENTIFIED ABOVE.
- ADD-ONS OR CANCELLATIONS TO AN EXISTING ORDER MAY BE MADE WITHIN TWELVE HOURS AFTER INITIAL RECEIPT OF ELECTRONIC ORDER.
- DELIVERIES SHALL NORMALLY BE MADE ON A "SKIP DAY" BASIS OR AT A LATER DATE, AS SPECIFIED BY THE CUSTOMER.

- EACH DELIVERY WILL BE ACCOMPANIED BY THE CONTRACTOR'S DELIVERY TICKET/INVOICE. THREE (3) COPIES (AN ORIGINAL PLUS TWO (2) COPIES) SHALL ACCOMPANY THE SHIPMENT. THE CUSTOMER SHALL SIGN ALL COPIES OF THE INVOICE/DELIVERY TICKET AND RETURN ORIGINAL TO THE VENDOR.

CONTRACT ADMINISTRATION DATA

- ADMINISTRATION: ADMINISTRATION OF THE CONTRACT WILL BE PERFORMED BY DSCP. ADMINISTRATION OF THE DELIVERY ORDERS WILL BE PERFORMED BY THE CUSTOMER. THIS INCLUDES APPROVING PRODUCT SUBSTITUTIONS AND DELIVERY CHANGES.
- THE DSCP CONTRACTING OFFICER MUST APPROVE ANY CHANGES TO THE CONTRACT.
- THE SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN SUBMITTED BY THE IJ COMPANY, VALDOSTA, GA IS ACCEPTED. THE PLAN IS HEREBY INCORPORATED INTO THIS CONTRACT. DCMAO IS ASSIGNED ALL ADMINISTRATIVE DUTIES ASSOCIATED WITH THE SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN AS PROVIDED UNDER CLAUSE 52.219-9 "SMALL, SMALL DISADVANTAGE, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN".

INVOICING

- EACH DELIVERY WILL BE ACCOMPANIED BY THE CONTRACTOR'S DELIVERY TICKET/INVOICE. THREE [3] COPIES [AN ORIGINAL PLUS TWO [2] COPIES] SHALL ACCOMPANY THE SHIPMENT. THE CUSTOMER SHALL SIGN ALL COPIES OF THE INVOICE/DELIVERY TICKET, KEEP ONE COPY AND RETURN THE ORIGINAL COPY TO THE PRIME VENDOR. ANY CHANGES MUST BE MADE ON THE FACE OF THE INVOICE; ATTACHMENTS ARE NOT ACCEPTABLE.

- ALL INVOICING FOR PAYMENT IS TO BE FILED ELECTRONICALLY USING EDI TRANSACTION SET 810. NO PAPER INVOICES SHALL BE SUBMITTED TO DFAS FOR PAYMENT. ALL INVOICES SUBMITTED BY PRIME VENDOR MUST BE "CLEAN", I.E. ALL DEBITS AND/OR CREDITS MUST BE REFLECTED ON THE INVOICE PRIOR TO ITS SUBMISSION.

- **INVOICE TRANSACTIONS MAY BE SUBMITTED TO DSCP DAILY; HOWEVER IT CANNOT BE STRESSED ENOUGH THAT ALL INTERNAL DEBIT/CREDIT TRANSACTIONS MUST BE COMPLETED PRIOR TO THE SUBMISSION OF THE INVOICE.** INVOICE LINES WHICH DO NOT CONTAIN THE CORRECT INVOICE DATA AND/OR CONTAIN INCORRECT QUANTITIES DELIVERED OR PRICES CHARGED WILL BE REJECTED. THE VENDOR WILL BE RESPONSIBLE FOR CORRECTION AND RE-SUBMISSION.

- THE SAME INVOICE CANNOT BE SUBMITTED WITH DIFFERENT DOLLAR AMOUNTS.

- THE FOLLOWING ADDRESS MUST APPEAR IN THE "BILL TO" OR "PAYMENT WILL BE MADE BY" BLOCK OF THE CONTRACTOR'S INVOICE:

DFAS-COLUMBUS CENTER
ATTN: DFAS-CO-SEP
P. O. BOX 182317
COLUMBUS, OH 43218

- EACH INVOICE SHALL CONTAIN SUFFICIENT DATA FOR BILLING PURPOSES. THIS INCLUDES, BUT IS NOT LIMITED TO:

1. CONTRACT NUMBER, CALL OR DELIVERY ORDER NUMBER, AND PURCHASE ORDER NUMBER;
2. CUSTOMER DODAAC;
3. CONTRACT LINE LISTED IN NUMERIC SEQUENCE (ALSO REFERRED TO AS CLIN ORDER);
4. ITEM NOMENCLATURE;
5. LSN OR NSN;
6. QUANTITY PURCHASED PER ITEM IN DSCP'S UNIT OF ISSUE;
7. CLEARLY IDENTIFIED AND ANNOTATED CHANGES ON ALL COPIES (CLEAN INVOICES MUST BE SUBMITTED); AND
8. TOTAL DOLLAR VALUE ON EACH INVOICE [REFLECTING CHANGES TO THE SHIPMENT, IF APPLICABLE].

SECTION VSMALL BUSINESS SUBCONTRACTING PLANI. Introduction and Statement of Compliance

In accordance with the requirements of Public Law 95-507 and in compliance with FAR Clause 52.219-9 and the supplemental requirements of Section 1207 of Public Law 99-661, Institutional Jobbers Company, Inc. (IJ) (the "Offeror"), with principal offices at 107 Avenue B, Valdosta, Georgia, USA 31603, respectfully submits this Small Business Contracting Plan (the "Plan") as an addendum (Appendix I.C.4) to its proposal dated 12th March, 2004 in response to solicitation SPM300-03-R-D029 for the "subsistence prime vendor support for military and other DOD and non-DOD customers in Florida".

During its performance under prior US Government contracts, IJ has demonstrated its commitment to ensuring equitable opportunities for US Small Business (SB) concerns, including SDBs, WOSBs, VOSBs, and HZSBs. IJ represents that it will continue to not only comply with, but to exceed the requirements of the aforementioned legal requirements if awarded the contract for which it herein makes offer consistent with the Plan following.

II. Type of Plan and Estimated Contract Award Value

A. Type of Plan:

Individual Subcontracting Plan

B. Estimated Contract Award Value:

\$ 94,804,455.00 USD

III. Plan Goals and Objectives (Clause 1,2)

A. SB Utilization through DIRECT Procurement

During its performance of the prime vendor contract to be awarded to IJ Company under Solicitation SPM300-03-R-D029, IJ Company commits to the following quantitative goals for small business utilization under this Subcontracting Plan. This data is presented in Tables I.C4-1 to I.C4-5 here following. The below numbers have been calculated solely on the basis of DIRECT purchases of food and non-food products for resale to DSCP and its authorized customers provided for by this acquisition. While significant to its support of this contract, the cost of indirect services from and overhead expense disbursements to US SB concerns underlying the execution of this contract by IJ Company have not been included in these numbers and percentages consistent with the language of the solicitation. However, small business utilization represented by indirect purchases by IJ for non-direct services and vendor products are

Quantified in Section III.B in Tables I.C4-6 to -10, and described in further detail in Section IV below.

TABLE I.C4-1

Dollar Goals, Contract Year 1

(Base Year)

SUBCONTRACT DIVISION	US DOLLARS	PERCENT
Total Contract Price	\$18,960,889.00	100.00%
Total to be Subcontracted to US Business	\$18,771,280.11	99.00%
To US Large Business	\$12,389,044.87	66.00%
To US Small Business	\$6,382,235.24	34.00%
To VOSB	\$375,425.60	2.00%
To SD-VOSB	\$187,712.80	1.00%
To HZSB	\$375,425.60	2.00%
To SDB	\$1,126,276.81	6.00%
To WOSB	\$938,564.01	5.00%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 3,003,404.82	16.00%

TABLE I.C4-2

Dollar Goals, Contract Year 2

(Option Year 1)

SUBCONTRACT DIVISION	BASE YEAR (USD - \$)	OPTION YEAR 1 INCREASE (USD - \$)	TOTAL OPTION YEAR 1 (USD - \$)	PERCENT of TOTAL (%)
Total Contract Price	\$18,960,889.00	\$0.00	\$18,960,889.00	100%
Total to be Subcontracted to US Business	\$18,771,280.11	\$0.00	\$18,771,280.11	99%
To US Large Business	\$12,389,044.87	(\$187,712.80)	\$12,201,332.07	65.00%
To US Small Business	\$6,382,235.24	\$187,712.80	\$6,569,948.04	35.00%
To VOSB	\$375,425.60	\$18,771.28	\$394,196.88	2.10%
To SD-VOSB	\$187,712.80	\$18,771.28	\$206,484.08	1.10%
To HZSB	\$375,425.60	\$18,771.28	\$394,196.88	2.10%
To SDB	\$1,126,276.81	\$18,771.28	\$1,145,048.09	6.10%
To WOSB	\$938,564.01	\$18,771.28	\$957,335.29	5.10%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 3,003,404.82	\$ 93,856.40	\$ 3,097,261.22	16.50%

TABLE I.C4-3

Dollar Goals, Contract Year 3

(Option Year 2)

SUBCONTRACT DIVISION	BASE YEAR + OPT YR 1 (USD - \$)	OPTION YEAR 2 INCREASE (USD - \$)	TOTAL OPTION YEAR 2 (USD - \$)	PERCENT of TOTAL (%)
Total Contract Price	\$18,960,889.00	\$0.00	\$18,960,889.00	100%
Total to be Subcontracted to US Business	\$18,771,280.11	\$0.00	\$18,771,280.11	99%
To US Large Business	\$12,201,332.07	(\$140,784.60)	\$12,060,547.47	64.25%
To US Small Business	\$6,569,948.04	\$140,784.60	\$6,710,732.64	35.75%
To VOSB	\$394,196.88	\$18,771.28	\$412,968.16	2.20%
To SD-VOSB	\$206,484.08	\$18,771.28	\$225,255.36	1.20%
To HZSB	\$394,196.88	\$18,771.28	\$412,968.16	2.20%
To SDB	\$1,145,048.09	\$18,771.28	\$1,163,819.37	6.20%
To WOSB	\$957,335.29	\$18,771.28	\$976,106.57	5.20%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 3,097,261.22	\$93,856.40	\$ 3,191,117.62	17.00%

TABLE I.C4-4

Dollar Goals, Contract Year 4

(Option Year 3)

SUBCONTRACT DIVISION	BASE YEAR + OPT YRS 1, 2 (USD - \$)	OPTION YEAR 3 INCREASE (USD - \$)	TOTAL OPTION YEAR 3 (USD - \$)	PERCENT of TOTAL (%)
Total Contract Price	\$18,960,889.00	\$0.00	\$18,960,889.00	100%
Total to be Subcontracted to US Business	\$18,771,280.11	\$0.00	\$18,771,280.11	99%
To US Large Business	\$12,060,547.47	(\$140,784.60)	\$11,919,762.87	63.50%
To US Small Business	\$6,710,732.64	\$140,784.60	\$6,851,517.24	36.50%
To VOSB	\$412,968.16	\$18,771.28	\$431,739.44	2.30%
To SD-VOSB	\$225,255.36	\$18,771.28	\$244,026.64	1.30%
To HZSB	\$412,968.16	\$18,771.28	\$431,739.44	2.30%
To SDB	\$1,163,819.37	\$18,771.28	\$1,182,590.65	6.30%
To WOSB	\$976,106.57	\$18,771.28	\$994,877.85	5.30%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 3,191,117.62	\$93,856.40	\$ 3,284,974.02	17.50%

TABLE I.C4-5

Dollar Goals, Contract Year 5

(Option Year 4)

SUBCONTRACT DIVISION	BASE YEAR + OPT YRS 1,2,3 (USD - \$)	OPTION YEAR 4 INCREASE (USD - \$)	TOTAL OPTION YEAR 4 (USD - \$)	PERCENT of TOTAL (%)
Total Contract Price	\$18,960,889.00	\$0.00	\$18,960,889.00	100%
Total to be Subcontracted to US Business	\$18,771,280.11	\$0.00	\$18,771,280.11	99%
	\$0.00			
To US Large Business	\$11,919,762.87	(\$140,784.60)	\$11,778,978.27	62.75%
To US Small Business	\$6,851,517.24	\$140,784.60	\$6,992,301.84	37.25%
	\$0.00			
To VOSB	\$431,739.44	\$18,771.28	\$450,510.72	2.40%
To SD-VOSB	\$244,026.64	\$18,771.28	\$262,797.92	1.40%
To HZSB	\$431,739.44	\$18,771.28	\$450,510.72	2.40%
To SDB	\$1,182,590.65	\$18,771.28	\$1,201,361.93	6.40%
To WOSB	\$994,877.85	\$18,771.28	\$1,013,649.13	5.40%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 3,284,974.02	\$93,856.40	\$ 3,378,830.42	18.00%

B. SB Utilization through INDIRECT Procurement

During its performance of the prime vendor contract to be awarded to IJ Company under Solicitation SPM300-03-R-D029, IJ Company commits to the following quantitative goals for small business utilization under this Subcontracting Plan through purchases and procurement of INDIRECT goods and services. This data is presented in Tables I.C4-6 to I.C4-10 here following.

TABLE I.C4-1

Dollar Goals, Contract Year 1

(Base Year)

INDIRECT PURCHASES

SUBCONTRACT DIVISION	US DOLLARS	PERCENT
Total Estimated Indirect Applicable Purchases	\$1,050,000.00	100.00%
Total to be Subcontracted to US Business	\$1,008,000.00	96.00%
To US Large Business	\$705,600.00	70.00%
To US Small Business	\$302,400.00	30.00%
To VOSB	\$10,080.00	1.00%
To SD-VOSB	\$5,040.00	0.50%
To HZSB	\$20,160.00	2.00%
To SDB	\$10,080.00	1.00%
To WOSB	\$80,640.00	8.00%

SUBTOTAL SPECIAL SB CATEGORIES	\$ 126,000.00	12.50%
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TABLE I.C4-2
Dollar Goals, Contract Year 2
INDIRECT PURCHASES

(Option Year 1)

SUBCONTRACT DIVISION	BASE YEAR (USD - \$)	OPTION YEAR 1 INCREASE (USD - \$)	TOTAL OPTION YEAR 1 (USD - \$)	PERCENT of TOTAL (%)
Total Estimated Indirect Applicable Purchases	\$1,050,000.00	\$36,750.00	\$1,086,750.00	100%
Total to be Subcontracted to US Business	\$1,008,000.00	\$35,280.00	\$1,043,280.00	96%
To US Large Business	\$705,600.00	\$14,263.20	\$719,863.20	69.00%
To US Small Business	\$302,400.00	\$21,016.80	\$323,416.80	31.00%
To VOSB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To SD-VOSB	\$5,040.00	\$0.00	\$5,040.00	0.50%
To HZSB	\$20,160.00	\$0.00	\$20,160.00	2.00%
To SDB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To WOSB	\$80,640.00	\$0.00	\$80,640.00	8.00%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 126,000.00	\$ -	\$ 126,000.00	12.50%

TABLE I.C4-3
Dollar Goals, Contract Year 3
INDIRECT PURCHASES

(Option Year 2)

SUBCONTRACT DIVISION	BASE YEAR + OPT YR. 1 (USD - \$)	OPTION YEAR 2 INCREASE (USD - \$)	TOTAL OPTION YEAR 2 (USD - \$)	PERCENT of TOTAL (%)
Total Estimated Indirect Applicable Purchases	\$1,086,750.00	\$38,036.25	\$1,124,786.25	100%
Total to be Subcontracted to US Business	\$1,043,280.00	\$36,514.80	\$1,079,794.80	96%
To US Large Business	\$719,863.20	\$14,397.26	\$734,260.46	68.00%
To US Small Business	\$323,416.80	\$22,117.54	\$345,534.34	32.00%
To VOSB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To SD-VOSB	\$5,040.00	\$0.00	\$5,040.00	0.50%
To HZSB	\$20,160.00	\$10,080.00	\$30,240.00	3.00%
To SDB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To WOSB	\$80,640.00	\$0.00	\$80,640.00	8.00%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 126,000.00	\$ 10,080.00	\$ 136,080.00	13.50%

TABLE I.C4-4
Dollar Goals, Contract Year 4
INDIRECT PURCHASES

(Option Year 3)

SUBCONTRACT DIVISION	BASE YEAR + OPT YRS 1, 2 (USD - \$)	OPTION YEAR 3 INCREASE (USD - \$)	TOTAL OPTION YEAR 3 (USD - \$)	PERCENT of TOTAL (%)
Total Estimated Indirect Applicable Purchases	\$1,124,786.25	\$39,367.52	\$1,164,153.77	100%
Total to be Subcontracted to US Business	\$1,079,794.80	\$37,792.82	\$1,117,587.62	96%
To US Large Business	\$734,260.46	\$14,523.24	\$748,783.70	67.00%
To US Small Business	\$345,534.34	\$23,269.58	\$368,803.91	33.00%
To VOSB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To SD-VOSB	\$5,040.00	\$0.00	\$5,040.00	0.50%
To HZSB	\$30,240.00	\$0.00	\$30,240.00	3.00%
To SDB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To WOSB	\$80,640.00	\$0.00	\$80,640.00	8.00%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 136,080.00	\$0.00	\$ 136,080.00	13.50%

TABLE I.C4-5

**Dollar Goals, Contract Year 5
INDIRECT PURCHASES**

(Option Year 4)

SUBCONTRACT DIVISION	BASE YEAR + OPT YRS 1,2,3 (USD - \$)	OPTION YEAR 4 INCREASE (USD - \$)	TOTAL OPTION YEAR 4 (USD - \$)	PERCENT of TOTAL (%)
Total Estimated Indirect Applicable Purchases	\$1,164,153.77	\$40,745.38	\$1,204,899.15	100%
Total to be Subcontracted to US Business	\$1,117,587.62	\$39,115.57	\$1,156,703.18	96%
To US Large Business	\$748,783.70	\$14,640.40	\$763,424.10	66.00%
To US Small Business	\$368,803.91	\$24,475.17	\$393,279.08	34.00%
To VOSB	\$10,080.00	\$0.00	\$10,080.00	1.00%
To SD-VOSB	\$5,040.00	\$0.00	\$5,040.00	0.50%
To HZSB	\$30,240.00	\$0.00	\$30,240.00	3.00%
To SDB	\$10,080.00	\$10,080.00	\$20,160.00	2.00%
To WOSB	\$80,640.00	\$0.00	\$80,640.00	8.00%
SUBTOTAL SPECIAL SB CATEGORIES	\$ 136,080.00	\$10,080.00	\$ 146,160.00	14.50%

IV. Description of Supplies to be Subcontracted (Clause 3)

IJ Company Valdosta, a former US Hub Zone Small Business, is committed to the growth and success of US Small Business entities and has institutionalized policies and procedures to ensure equitable opportunities for U.S. SBs, SDBs, VOSBs, HZSBs, and WOSBs to bid and compete for the subcontracting of certain goods and services required by the performance of the contract contemplated by this solicitation. While IJ has in place existing SB utilization plans for existing US Government contracts, we have

developed detailed plans to expand our use of SB firms while performing tasks under this solicitation SPM300-03-R-D029. Management teams at IJ are dedicated to this program.

While it is important to note that indirect costs expended have NOT been taken into consideration in the establishment of the above goals, there will be a significant amount of SB utilization for such indirect costs, including, but without limit to uniform rental and supply, facility maintenance and housekeeping, pest control services, business and office machinery, and miscellaneous supplies and consumables.

A description of those supplies and goods that are intended to be procured from US Small Business entities during the execution by IJ Company of the Contract to be awarded under this solicitation follows in Tables IV.C4-1 and IV.C4-2. Table IV.C4-1 provides information concerning DIRECT purchases, and are based on the stated quantitative goals in Table I.C4-1 above. Table IV.C4-2 presents data in support of small business utilization by IJ Company under this contract through INDIRECT purchases and procurement. For both direct and indirect procurement, information has been provided for the Base Year of the contract only, as such information will not vary significantly during the option years of the contract.

TABLE IV.C4-1

Description of Direct Goods and Services to be Procured from US Small Business Entities under Subcontracting Plan

SUBCONTRACT DIVISION	US DOLLARS	Description of Direct Purchases of Goods and Services	Example of SB Firms
To US Small Business	\$6,382,235.24	Box Beef, Protein Items, Canned vegetables, Seafood Items, Cup of Soup Products, etc.	Needham, Inc; Red Gold, Inc ; Cup of Soup ; America's Catch ; Slade Gorton, Seneca Foods ,Awrey Products , Wolverine Meats
To VOSB	\$375,425.60	Snack Food items, Dry Grocery, Seasonings, Hams, Bacon, Pork Chops, etc.	Cecle & Annell's
To SD-VOSB	\$187,712.80	Seasonings, Hams, Bacon, Pork Chops, etc.	H& H Seasonings; Critchfield Meats
To HZSB	\$375,425.60	Scallops, Protein Items, Dry Mixes etc.	Crabworks
To SDB	\$1,126,276.81	Frozen Burrito's, Coffee, Cornmeal, Dry Mixes, Vegetables	Arc -Diversified, Imperial/Mexifrost
To WOSB	\$938,564.01	Dry Soups, Dry Drink Mixes, Oil Products	First Foods, Tcomus
SUBTOTAL SPECIAL SB CATEGORIES	\$3,003,404.82		

TABLE IV.C4-2

Description of INDIRECT Goods and Services to be Procured from US Small Business Entities under Subcontracting Plan

SUBCONTRACT DIVISION	US DOLLARS	Description of Direct Purchases of Goods and Services	Example of SB Firms
To US Small Business	\$302,400.00	Dock and Door Services, Lumping, Lock and Security, Facility Maintenance and Improvements, Printing, Produce Transportation and Storage, etc.	Overhead Door of Albany, Peacock Paint Company, Colson Printing
To VOSB	\$10,080.00	Security and Force Protection, etc.	Action Alarm, Williams Security Company
To SD-VOSB	\$5,040.00	Security and Force Protection, etc.	Williams Security Company
To HZSB	\$20,160.00	Gas and Energy, Dock and Door Services, Lumping, Lock and Security, Facility Maintenance and Improvements, Printing, Produce Transportation and Storage, etc.	Farmer Brown's Produce Warehouse, Holox Gas Company, B&R Lumping Service
To SDB	\$10,080.00	Pallet Manufacturing, etc.	Dunnage Resources
To WOSB	\$80,640.00	Contract Compliance, Courier Service, etc.	Four Square Communications, First Americal Courier Company
SUBTOTAL SPECIAL SB CATEGORIES	\$ 126,000.00		

V. Description of Methods Used in the Development of Plan Goals
(Clause 4)

It should be noted as precedent to the following that the majority, if not all, of the goods and supplies to be furnished under this contract are the result of customer preference, customer request, and customer demand. The prime vendor has limited latitude in the selection of products and supplies procured for eventual sale and use by the authorized customers. As a result, there is some limit to the extent of the SB penetration that can be achieved by this or any subcontracting plan. In other words, from the onset there is a limited percentage of the total estimated contract award that can subsequently be subcontracted to qualified and registered US Small Business entities due to brand-name and other NAPA requirements. For practical purposes, one can assign a value of 62% to 67% to that portion of goods and supplies which will be sourced from entities defined as large businesses.

Thus, step one in the methodology was to identify, classify, and segregate the remaining 33 to 38 percent of the goods and services available for subcontracting to qualified and registered SB concerns. Once identified, the offeror developed an extensive list of qualified and registered firms in each of the three main categories of supplies for eventual subcontracting. Again, there were inherent limits to this portion of the selection process given the fact that there may or may not have been qualified entities of each SB sub-classification capable of providing the goods in question (for instance, the inability to

locate a Service-Disabled Veteran-Owned Small Business capable of providing frozen vegetables acceptable to the customer).

At the end of this process, the offeror had available a schedule of potential subcontracting broken down to the level of detail of SB sub-classification (i.e. up to 5% could be subcontracted to WOSBs, up to 7% to SDBs, up to 3% for HZSBs, etc.). To this schedule was added a list of those potential subcontractors under each sub-classification, together with a description of the goods or supplies capable of being procured therefrom.

This list of potential subcontractors were then further evaluated and qualified against the terms and conditions required of acceptable subcontractors for performance under the subsistence PV contract. The remaining entities were then screened, interviewed, and selected for provision of applicable goods and supplies under subcontract relationship with the prime vendor.

VI. Description of the Sources Used to Identify Potential Sources
(Clause 5)

The offeror has used in the past and will continue to avail themselves to a number and variety of sources for the identification, solicitation, and selection of potential subcontractors for performance of the scope of work described by the Contract.

These include:

- 1) IJ plans to advertise annually in the ID trade magazine specifically to solicit offers from qualified SB, SDB, HZSB, and WOSB firms, etc.
- 2) Attend local SB-and SDB-oriented trade shows
- 3) Review the company's current SB, SDB, VOSB, HZSB, and WOSB bidder's list (existing internal company source lists) to confirm these enterprises are afforded a reasonable opportunity to perform as an IJ supplier under this contract
- 4) Establish and maintain contacts with minority and small business trade associations to encourage participation in contract opportunities
- 5) Establish and maintain contacts with organizations promoting business development opportunities for small businesses
- 6) Extensive employment of PRO-NET to continually update internal source lists and to identify new additions meeting the criteria described in Section V above
- 7) Advertise in local newspapers and cooperate with local outreach programs toward the recruitment and development of local Hub Zone SB concerns

- 8) Utilization of other service and trade associations, such as Division of Minority Business Development, local Chambers of Commerce, Veteran's Service Organizations, WOSB Trade Associations, and SDB service support organizations.

VII. Statement Concerning Indirect Costs (Clause 6)

As indicated in Section IV above, IJ did **NOT** include indirect costs in the establishment of the Plan goals set forth in Section II above.

VIII. Plan Administrative Personnel and Contact Information (Clause 8)

This Plan will be administered and managed by the below-named IJ representative:

Jeffrey-Michael C. Kane
Vice President of Finance and Administration
Keller Group, LLC
6001 Walden Drive, Suite 2
Knoxville, Tennessee 37919
(865) 583-3900 X 28

Primary duties and responsibilities under this Plan include, but without limit to, plan coordination, plan implementation, compliance monitoring, and measurement and goal-tracking, and record-keeping and reporting of results.

IX. Description of Efforts to Ensure Equitable Opportunity (Clause 9)

In order to effectively implement this plan to the extent consistent with efficient contract performance, IJ will perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation by such concerns. In the event that these lists of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- b. Provide adequate and timely consideration of potentialities of small business, veteran-owned small business, service-disabled veteran-

- owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns in all "make-or-buy" decisions.
- c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns.
 - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns for the purpose of obtaining a subcontract.

X. Assurances Concerning Small Business Utilization (Clause 10, 11, 12g)

IJ hereby makes the following assurances as part of this Plan and any resulting Contract:

- 1) IJ will include the clause entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities; and
- 2) IJ will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for the construction of any public facility) to adopt a plan similar to the Plan agreed to by IJ.
- 3) IJ will cooperate in any studies or surveys as may be required.
- 4) IJ will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- 5) IJ will submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts in accordance with the instructions on same.
- 6) IJ will require eligible subcontractors to submit SF 294 or SF 295 in accordance with the instructions on same.
- 7) IJ has established a subcontracting goal of not less than 5% utilization of Small Disadvantaged Businesses.
- 8) IJ has and will continue to identify efforts to provide technical assistance and or mentoring to SDBs.
- 9) IJ will consider Historically Black Colleges and Universities (HBCUs) and other Minority Institutions (MIs) when developing SDB goals, when applicable.

XI. Maintenance of Records

In order to demonstrate procedures that have been adopted to comply with the requirements and goals in the Plan, IJ will maintain at a minimum the following records on a company-wide basis:

- a) Source lists, guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns.
- b) Name and contacts of organizations contacts in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns.
- c) Records on each subcontract solicitation resulting in an award of more than 100,000 USD, indicating whether (A) small business concerns were solicited and if not, why not, (B) veteran-owned small business concerns were solicited and if not, why not, (C) service-disabled veteran-owned small business concerns were solicited and if not, why not, (D) small disadvantaged business concerns were solicited and if not, why not, (E) HubZone small business concerns were solicited and if not, why not, (F) woman-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concern.
- d) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, (C) conferences and trade fairs to locate small, HubZone small businesses, small disadvantaged businesses, and woman-owned small business concerns and (D) veteran's service organizations.
- e) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f) Records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.
- g) Records to support the annual dollar volume and percentage of total subcontracted business subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns.

The IJ Company

SOLICITATION SP7M300-03-R-0039

RESPECTFULLY SUBMITTED, ACCEPTED, AND AGREED TO this 29th
Day of June, 2004.

INSTITUTIONAL JOBBERS COMPANY, INC.

John Stokes, General Manager
John Stokes
General Manager

PLAN ACCEPTED BY:

Pat Amendolia
Ms. Pat Amendolia
DSCP

8-17-04
Date Accepted

Defense Supply Center Philadelphia