

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER	PAGE 1 OF 11	
2 CONTRACT NO. SPE30014DP243	3 AWARD/EFFECTIVE DATE 04/20/2014	4 ORDER NUMBER	5 SOLICITATION NUMBER SPM300-13-R-0084	6 SOLICITATION ISSUE DATE 10/03/2012		
7. FOR SOLICITATION INFORMATION CALL:		a NAME ANTHONY KNIGHT	b TELEPHONE NUMBER (No collect calls) 215.737.3303	8 OFFER DUE DATE/ LOCAL TIME 11/07/2012		
9 ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE, FTPD 700 ROBBINS AVENUE, BLDG 6B PHILADELPHIA, PA 19111		CODE	10 THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 311991 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) <input type="checkbox"/> SIZE STANDARD: 500			
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12 DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b RATING		
15 DELIVER TO		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
16 ADMINISTERED BY SAME AS BLOCK 9.		CODE	17a CONTRACTOR/ OFFEROR CODE 02FE9 FACILITY CODE			
17a CONTRACTOR/ OFFEROR Todd's Quality Tomatoes 413 W 13th Street Sanford, Florida 32771 TELEPHONE NO. 407.321.4476		17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				
18a PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS BVDP P. O BOX 369031 COLUMBUS, OH 4323-9031		18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	FULL LINE FRUIT & VEGETABLE SUPPORT TO DoD AND NON-DoD CUSTOMERS IN CENTRAL FLORIDA REGION <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25 ACCOUNTING AND APPROPRIATION DATA 97X4930 5CBX 001 2620 S33189			26 TOTAL AWARD AMOUNT (For Govt. Use Only) 21,000,000			
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 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			<input checked="" type="checkbox"/> 29 AWARD OF CONTRACT REF. <u>Todd's Tomatoes</u> OFFER DATED <u>03/04/2014</u> . 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) Dirk Miller, President		30c DATE SIGNED 3/4/14	31b NAME OF CONTRACTING OFFICER (Type or print) ANTHONY T. HUGHES		31c DATE SIGNED 3/4/2014	

SOLICITATION/CONTRACT FORM

Solicitation SPM300-13-R-0084 and each of the following amendments are incorporated into subject contract:

Amendment 0001 was issued on 10/30/2013
 Amendment 0002 was issued on 11/06/2013

All documents submitted under solicitation SPM30013R0084 by Todd's Quality Tomatoes and are hereby incorporated as part of subject contract, including:

- Final offered delivered price to be utilized for first week of ordering
- Distribution prices fixed throughout base period.

PERFORMANCE PERIOD:

A. Effective Period of the Contract:

Base Period (18-months) April 20, 2014 thru October 19, 2015
 First Option (18-months) October 20, 2015 thru April 19, 2017
 Second Option (18-months) April 20, 2017 thru October 19, 2018

ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

A. The following chart includes the 18-month base period estimated dollar value and the 4.5 year estimated dollar value, along with the guaranteed 10% minimum and 250% maximum. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value; the minimum contract dollar value below constitutes the Government's legal ordering obligation under the contract. The maximum contract dollar value is the legal limit of dollars that can be obligated against this contract.

Central Florida Zone	18 - Month (Base Period)	4.5 Year Estimate (Total Including Options)	10%Min (Base)	250% Max (4.5 Years)
Group 1 (DOD)	\$1,300,000.00	\$3,900,000.00	\$130,000.00	\$9,750,000.00
Group 2 (Schools)	\$1,500,000.00	\$4,500,000.00	\$150,000.00	\$11,250,000.00
Total	\$2,800,000.00	\$8,400,000.00	\$280,000.00	\$21,000,000.00

The term "18-month Estimate" refers to the Government's good faith estimate of the requirement for the base period.

The minimum contract dollar value is \$280,000.00

The maximum contract dollar value is \$21,000,000.00

I. START-UP PERIOD

The Contractor's startup period will take place prior to the first order. 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 thirty (30) days will be granted for actual implementation. No more than forty-five (45) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

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SUPPLIES OF SERVICES AND PRICES

ITEMS: Full-Line Fresh Fruit and Vegetables

FOB TERMS: FOB Destination for all items

CONTRACT #'s: Commencing 02/26/2014, USDA School Customers will order under contract number SPE300-14-D-S243. Troop Customers will order under SPE300-14-D-P243. Todd's Quality Tomatoes will invoice in accordance with customer's orders.

To accommodate for the new fiscal year, the 7th and 8th position of the School catalog numbers will change as noted below. The Troop catalog number will not change.

As of 10/01/2014:

Contract # SPE300-14-D-S243 is hereby changed to SPE300-15-D-S243. All orders placed on or before 30 September 2014 are to be invoiced under SPE300-14-D-S243, regardless of delivery date.

As of 10/01/2015:

Contract # SPE300-15-D-S243 is hereby changed to SPE300-16-D-S243. All orders placed on or before 30 September 2015 are to be invoiced under SPE300-15-D-S243, regardless of delivery date.

As of 10/01/2016:

Contract # SPE300-16-D-S243 is hereby changed to SPE300-17-D-S243. All orders placed on or before 30 September 2016 are to be invoiced under SPE300-16-D-S243, regardless of delivery date.

As of 10/01/2017:

Contract # SPE300-17-D-S243 is hereby changed to SPE300-18-D-S800. All orders placed on or before 30 September 2017 are to be invoiced under SPE300-17-D-S243, regardless of delivery date.

CATALOG PRICING:

All catalog pricing is valid from Sunday thru Saturday. Catalog updates must be received no later than 11:30 PM ET the preceding Wednesday.

Unit Prices shall be formulated in accordance with DLAD Clause 52.216-9064 Economic Price Adjustment (EPA) – Actual Material Costs and shall not extend more than two (2) places beyond the decimal point. The unit price for each item is determined by the “Delivered Price” plus the “Distribution Price”. Changes in the Delivered Price are governed by DLAD Clause 52.216-9064. The Distribution Price is the price reflected in the final proposal revision.

All pricing will be firm at time of order.

DESCRIPTION/SPECIFICATION

The minimum order placement for skip day deliveries is as follows:

<u>Order Placement</u>	<u>Delivery Day</u>
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

For all items in which split cases can be accommodated, Todd's Quality Tomatoes will not up-charge the units on broken case lots.

Todd's Quality Tomatoes will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

The USDA School Customers are required to place orders no later than 72 hours before delivery date.

PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the national Motor Freight Classification and Uniform Freight classification.

INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting and rejecting products as required. All food items must be inspected for

count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance is made.

DELIVERIES AND PERFORMANCE

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

Todd's Quality Tomatoes, Inc.
413 W 13th Street
Sanford, FL 32771

Todd's Outlet.
1300 S French Ave
Sanford, FL 32771

INVOICING

All invoicing for USDA School customers is to be submitted electronically via the Fresh Fruit and Vegetable Order Receipt System (FFAVORS.)

For Troop customers, 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 DLA Troop Support 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 that 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-BVDP
P.O. Box 369031
Columbus, OH 43236-9031
Code: SL4701

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 DLA Troop Support'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].

The following Clauses are included in this contract:

FAR - 52.251-1 -- Government Supply Sources (Apr 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

DFARS - 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

DLAD - 52.215-9023 Reverse Auction (OCT 2013)

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

(c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

(1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own password and other Offeror's pricing in confidence until after contract award.

(4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

(5) Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse

auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

DLAD - 52.246-9004 Product Verification Testing (JAN 2013)

(a) In accordance with Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price, and the procedures below, the Government may perform product verification testing (PVT) on some or all items under the contract.

(b) The Contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. The Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) When required, PVT will be performed at a Government-designated testing laboratory at Government expense. When specified by the contracting activity, the cognizant Government quality assurance representative (QAR) is responsible for notifying the Contractor of PVT invocation and execution.

(1) Upon notification to the contractor that PVT is invoked, the Contractor shall not ship and/or deliver any material under this contract unless directed to do so in writing by the Contracting Officer or until notified of acceptable PVT results.

(2) The Government reserves the right to reject the lot or withhold payment if the Contractor ships prior to Government approval of the PVT applicable to that lot.

(3) The Government will normally notify the Contractor of the results of the PVT within 20 working days after receipt of the samples by the Government-designated testing facility; failure to notify the

contractor of the results within 20 working days does not affect the respective rights or obligations of the Contractor and the Government except as specifically stated in this clause.

(d) When PVT has been invoked and upon Contractor presentation of a production lot prior to acceptance, the QAR will preliminarily inspect and then select a random sample from such lot(s) for PVT.

(1) The QAR has the authority to reject tendered lots which are not in conformance to contract requirements rather than select a sample for PVT. The QAR shall notify the contractor of such rejection and the Contractor shall propose corrective action, if appropriate.

(2) Under the direction of the QAR, selected PVT samples shall be shipped by the Contractor at Government expense with a copy of the Department of Defense (DD) form 250 and a DD form 1222. The packaging will be marked as follows: "Product Verification Test Samples, Contract number _____ Economic Price Adjustment (EPA) – Actual Material Costser _____, lot/item number _____." Upon shipment of the PVT samples, the QAR shall submit the original unsigned DD form 250, along with a copy of the DD form 1222, to the procuring contracting officer (PCO).

(e) Samples subjected to PVT are deemed to be part of the contract quantity.

(1) Samples which pass testing and are not destroyed during evaluation will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity.

(2) Samples which pass testing and are destroyed during evaluation will not be returned to the Contractor. The Government will consider the destroyed samples as part of the contract quantity for payment and delivery. The Contractor will deliver the remaining lot quantity minus the destroyed sample units.

(3) Samples which fail testing will be returned to the Contractor at its expense when requested. Such failure will result in rejection of the entire contract lot from which the samples were taken. These samples will not be included as part of the total contract quantity.

(f) These subparagraphs pertain only to contracts and bilateral purchase orders.

(1) The Government will evaluate the test results and the QAR shall notify the contractor of the acceptance or rejection of the lot based upon the PVT results. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) The Government shall have the option to require the Contractor to screen the entire tendered lot or contract quantity for any defects noted during preliminary inspection or by the PVT. Any defects found shall be corrected before re-tendering any lot for acceptance by the Government. Upon retendering a lot, the Government has the right to request documentation establishing that the screening was performed and that all parts conform to contract requirements. Furthermore, the Government may subject any retendered lot to additional PVT.

(3) If the Government rejects a lot tendered for acceptance based upon preliminary inspection or a failure to pass PVT, the Contractor shall be deemed to have failed to make delivery within the meaning

of the Default clause of this contract. In such case, the Government reserves all rights and remedies to which it is otherwise entitled by law, regulation, or this contract.

(g) These subparagraphs pertain only to unilateral purchase orders.

(1) The Government will evaluate the test results and the QAR shall notify the contractor of acceptance or rejection of the lot. If the Government fails to act within the period set for notification (see(c)(3) above), the required delivery date will be deemed to have been extended by an amount of time equal to the Government's delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) If a lot is rejected at either preliminary inspection or based upon the results of PVT, the order may be cancelled for delivery of nonconforming goods with no liability from the Government to the unilateral purchase order awardee. The Government has the option to permit the unilateral purchase order awardee to retender the lot after screening for, and correcting, any defects noted by the QAR during the preliminary inspection or based on the results of the PVT. Upon retendering the lot, the Government has the right to request documentation establishing that the screening was performed and that all items conform to contract requirements. Furthermore, the Government may subject this lot to additional PVT.

Alternate I When acquiring heat and die number requirements, identified by the contract description or specification, use the following additional paragraphs (a)(1) and (b)(1).

(a)(1) The QAR will select samples on a random basis from each "heat" or "die number" lot which is included in the production lot or contract lot tendered for acceptance.

(b)(1) If the test results indicate nonconformities in the chemical or mechanical properties, the nonconformities shall be the cause for rejection of the entire "heat" or "die number" lot included in the production or contract lot. Any "heat" or "die number" lot that is rejected may not be re-tendered for Government inspection and acceptance.

Alternate II When acquiring instrument bearings, use paragraphs (a)(1) and (b)(1) in addition to the basic clause.

(a)(1) When PVT is a requirement, the Contractor shall notify the PCO and the QAR in writing at least 30 calendar days before anticipated completion of manufacture of the contract quantity or first manufacturing lot. This is to allow for sufficient time for scheduling and PCO coordination with the Government test facility.

(b)(1) The PCO may waive the requirement for PVT where supplies being offered are identical to supplies that were accepted by the Government within a period of two years prior to the date of current solicitation. Offerors offering such products, who wish to rely on such prior acceptance by the Government, must furnish evidence with the offer that prior Government acceptance is presently appropriate for the products to be furnished hereunder by indicating below the information for identical supplies accepted by the Government.

Government agency _____

SPE30014DP243 CENTRAL FLORIDA FF&V/ TODD'S QUALITY TOMATOES

Contract number _____

Date of Contract _____

National stock number (NSN) _____

Specification/Part Number _____

(2) In all cases, the PCO reserves the right to make final waiver determination.

(3) The contract delivery schedule shall be reduced by 30 calendar days (time allotted for submission and approval of PVT sample(s)) if submission of PVT sample(s) is waived by the Government.

(End of Clause