Was DoD the Managing Agency for Operation Warp Speed?

Pfizer did not commit fraud, but rather delivered the fraud that the US Government ordered

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Quite a bit of controversy has been generated by those who assert that the Pfizer contract issued by the DoD for the Bio N Tech mRNA COVID "vaccines" proves that the DoD was the managing agency for the development of this product. The phrase "Pfizer did not commit fraud, but rather delivered the fraud that the US Government ordered" certainly has more than a grain of truth. In contrast, my understanding and analysis indicates that the leading proponents of the theory that this contract proves that DoD was the agency that managed operation warp speed appear to not have a full appreciation of the nuances, and have overstated the implications. The purpose of this essay is to help the general public to gain more insight into the back story of this non-Federal Acquisition Regulations contract, which employed a non-traditional federal contracting vehicle known as an "Other Transactional Authority" contract.

If you really want to understand how the sausage gets made within the US Government with these big programs, I hope you will stick through this essay to the end.

Unfortunately, the two leading proponents of this theory of the case (Watt and Latypova) have seen fit to repeatedly personally attack both myself and my wife Dr. Jill Malone for years now as part of their advocacy of this interpretation, presumably because of my long history of working with the US Department of Defense in the Biodefense sector, and in particular with the Defense Threat Reduction Agency Chemical and Biological Technologies Directorate (DTRA CB), which is "dual-hatted" as the Joint Science and Technology Office for Chemical and Biological Defense (JSTO-CBD) under the Department of Defense Chemical and Biological Defense Program (CBDP).

Some Relevant Bona Fides

Those who have followed me closely may recall that over two years ago I was the first to disclose that a different branch of DTRA, the Threat Mitigation Branch (based on Fort Belvoir, VA), was a major funder of the Chinese CCP/PLA Wuhan Institute of Virology, and so shared responsibility with NIH/NIAID for the funding which lead to the eventual release of SARS-CoV-2 into the world. The DTRA/Threat Mitigation Branch funding was provided in the context of the DTRA/TMB "International Cooperation" activities, which are focused on cooperative threat reduction. DTRA CB chain of command is separate from DTRA/TMB at the level I was interacting with them, and I had no knowledge of the WIV funding until I started asking questions of DTRA GS employees that I knew when it became clear that there had been USG funding of the WIV.

> The DTRA Threat Mitigation Branch is **headquartered at Fort Belvoir, Virginia**, and has personnel stationed at various locations worldwide. The branch is organized into several teams, including:
>
> - **Research and Development**: Conducts research and development in areas such as blast effects mitigation, counter-CBRN agents, and non-lethal effects.
> - **Threat Analysis and Forecasting**: Analyzes and forecasts emerging threats, providing strategic insights to inform DTRA's counter-WMD efforts.
> - **International Cooperation**: Collaborates with international partners to reduce the threat posed by WMD and related materials, technologies, and expertise.
> - **Operations and Training**: Develops and conducts training exercises, and provides operational support for DTRA's counter-WMD efforts.

> **Budget and Funding**
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> The DTRA Threat Mitigation Branch receives funding through the Department of Defense (DoD) budget, with a focus on research and development, operations, and international cooperation. The branch's budget is allocated across various programs and initiatives, including blast effects mitigation, counter-CBRN agents, non-lethal effects, and cooperative threat reduction.

One of the DTRA CB / JPEO CBD programs for which I served as a contractor was named "DOMANE," and was envisioned and managed by Dr. David Hone, a GS-15 level government employee (GS-15 is basically the same rank as a brigadier general.) Dr. Hone and I came up with the concept of DOMANE during a discussion at my horse farm, but Hone developed and managed the program. Another character in this sordid affair who has written thousands of hate posts about me is George Webb, who repeatedly and ignorantly asserts that I was the director of DOMANE- as if a part-time contractor would be assigned to run a major DTRA CB drug discovery and repurposing program. At one point, in some web-based DOMANE communication, it was asserted that DOMANE should get credit for the development of Remdesivir-consequent to DTRA CB funding for the (failed) African clinical trials that tested use of Remdesivir for treating Ebola infection. On the basis of this, there emerged a cluster of haters (lead by George Webb) that assert that I was responsible for Remdesivir being approved for COVID. Just to say it, neither myself nor (to the best of my knowledge) DTRA-CB or the DOMANE program had any role in advancing Remdesivir for use to treat COVID. I understand that NIH/NIAID and Dr. Anthony Fauci, specifically, were responsible for this travesty, not DTRA CB, and certainly not me.

What is an OTA?

The notorious DoD Pfizer contract that Watt and Latypova often speak of was issued under a special federal contracting process known as an "Other Transactional Authority" or OTA. The OTA structure was put into place in response to general governmental bureaucratic frustration relating to biodefense product development and acquisition under the standard contracting process that is subject to the Federal Acquisition Regulations or FAR. The FAR is written to cover all Federal acquisition activities - from developing and purchasing pencils to tanks, planes, submarines, and aircraft carriers. As you might imagine, the FAR is extraordinarily detailed and cumbersome. The process of issuing and awarding a FAR-compliant contract can take up to two years, often at least nine months if very actively expedited. And, as one might hope, it requires many legally binding commitments from the contractor (the company getting the contract from USG). For example, these typically include keeping daily time sheets for all company employees - including those in management or not actually working on the contract! A company that fails to fulfill USG contract obligations under a FAR-compliant contract can be placed under terms that require it to pay back the full contract to the government, and even to pay for a competitor to perform the task or deliver the product to the government. The contracting instrument for this is called a "cure letter". I have had three clients during my career that had been placed under cure letters - not due to any fault of mine - and I can attest that this is a major big deal. Issuing and managing/overseeing/auditing FAR-compliant awards is very labor-intensive for the USG.

There are two major issues that the USG has to contend with concerning large FAR-compliant contracts. First, the pool of trained and certified contracting officers (CO) is getting smaller and smaller. Becoming a CO is a high-risk pathway for a government employee. As part of their training, it is made clear that CO will go to jail if evidence of contracting corruption or malfeasance is identified. No glory, modest pay, and lots of risk and responsibility. Not something that many govies want to take on. The contracting officer corps has been retiring out for many years now, diminishing from year to year. Second, corporations (often referred to as "beltway bandits") that specialize in federal contracting are usually not leaders in technology (or drug) development, and those who are leaders are focused on their sector and not on federal contracting. To illustrate the point, it has been my experience over decades that a federal FAR-compliant contract will add about 30% to 50% overhead to the cost of doing the work for a private sector contract. So, if you are a big pharma or biotech innovator, you have to be pretty desperate to want to work for the US Government.

What's a government agency to do? Particularly one tasked with rapidly developing medical countermeasures to engineered pathogens and emerging infectious diseases?

Well, the developed answer was the Other Transactional Authority or OTA. Basically the idea here was to develop a compromise. By limiting the scope to just research and development of a "solution" through to a "demonstration" product (rather than actually acquiring the "solution" or "product,") a simplified contract could be rapidly developed and issued, and the more burdensome contracting clauses could be waived without breaching the FAR, which was designed for actual acquisition and deployment. And to make this system run even faster, it was decided that contractors could be "pre-qualified" as suitable for award of an OTA by making them pay a fee to a private company that would vet their suitability - and in this way circumvent some of the problems with the diminishing CO staffing issue. In other words, outsource many of the contracting officer tasks to the private sector. The way this actually works is that the company that wants to get federal OTA contracts has to pay a fee to the outsourced private contracting company to pre-qualify them. Sort of like having to pay your bank to pre-qualify you for a home loan if you want to get a house financed.

Here is an AI-generated summary of how this works for the DoD:

DoD Biodefense Consortium

The Department of Defense (DoD) has established several Other Transaction (OTA) consortia for biodefense research and development. These consortia **leverage the flexibility and innovation of OTAs to accelerate the development of medical countermeasures against biological threats**.

Key Consortia:

1. **DoD CBRN Medical Countermeasure Consortium**: Led by the Joint Project Manager for Medical Countermeasure Systems (JPM-MCS), this consortium uses an OTA business model to develop FDA-licensed Chemical, Biological, Radiological, and Nuclear (CBRN) medical countermeasures. The consortium has an initial $10 billion ceiling and a 20-year performance period.
2. **Biodefense Technology Consortium**: This consortium, managed by Advanced Technology International (ATI), focuses on developing and integrating technologies to enhance the mission effectiveness of military personnel and supporting platforms against biological threats.
3. **SpEC (Space Enterprise Consortium)**: Although primarily focused on space-related technologies, SpEC also addresses biodefense through its OTAs, promoting partnerships between military buyers and commercial space startups and small businesses to develop innovative solutions.

Benefits:

1. **Increased flexibility**: OTAs allow for more rapid prototyping and testing, reducing development cycles and enabling the DoD to respond more quickly to emerging biological threats.
2. **Innovation**: By partnering with non-traditional defense contractors and academia, OTAs encourage the adoption of commercial best practices and innovative technologies, enhancing the development of medical countermeasures.
3. **Cost savings**: OTAs can reduce costs by minimizing administrative burdens and leveraging economies of scale, making it more efficient to develop and acquire biodefense technologies.

Membership and Participation:

1. **Traditional and non-traditional defense contractors**: Companies with expertise in biodefense research and development, as well as those with experience in commercial biotechnology, are eligible to participate.
2. **Academic institutions**: Universities and research institutions with relevant expertise can join consortia and contribute to biodefense research and development.
3. **Non-profit organizations**: Organizations with a focus on biodefense research and development, such as non-profit research institutions, can participate in consortia.

Annual Membership Fees:

1. **$250-$10,000**: Annual dues structured by entity type (corporate, non-profit, academia/other) and annual revenue or academic/other organization type.

Even though this OTA process was principally established for the HHS biodefense group known as BARDA, BARDA ran into some contracting officer "issues" (yes, Jail time was involved), and HHS generally does not use OTA these days. And BARDA did not have any OTA vehicles set up that could handle COVID-related issues. But DoD did, consequent to DTRA in particular.

So, this is what went down. Money allocated to BARDA and HHS was directed (basically, it was MIPR'ed) from BARDA over to DoD, and this was then routed via the OTA pathway to Pfizer. As a consequence, the Pfizer OTA contract could be awarded and executed rapidly (by DoD), but technically it had to comply with the very lenient terms and conditions of a DoD OTA. Under this strategy, the Pfizer contract would have to fit within the confines of OTA authorization. Very open-ended performance specifications, only for demonstration purposes, and essentially no oversight and audit requirements for Pfizer. Could not be used for the acquisition of a final product. But someone must have made the decision that an OTA could be used for the acquisition of an "experimental" "Emergency Use Authorized" product. And there you have it. No specifications about the "safety and effectiveness" of the "demonstration" product. Pfizer delivered precisely what the US Government decided to purchase, because the USG was in a rush under Operation Warp Speed, and determined that a full FAR-compliant development and acquisition process would take too long. As we now know, the clinical trials designs and results of the "demonstration" product were manipulated, skewed, and intentionally misrepresented BY THE US GOVERNMENT, and the resulting product was neither safe nor effective for preventing COVID disease - which is what the FDA-authorized label claims. The FDA label says nothing about reducing disease severity. Hence the conclusion that "Pfizer did not commit fraud. It delivered the fraud that the US Government ordered." Despite the reams of Pfizer data demonstrating that the product is neither safe nor effective, presumably including the new million pages of documents obtained by FOIA filed by Aaron Siri, Pfizer was under no contract obligation to share any of that data with the US Government - because the OTA contract did not require it.

That is my understanding of how this went down. Please prove me wrong.

Military Interdepartmental Purchase Request

(per Brave AI)

> **Logistics process of the United States military**
>
> The MIPR acronym refers to a method for transferring funds amongst U.S. military organizations. It enables multi-organizational cooperative efforts, rather than limiting funding to a single organization. According to the US government's Code of Federal Regulations (48CFR253.208-1) and DD Form 448, MIPR is a standardized process for requesting and authorizing purchases or services between different military departments or organizations.
>
> In essence, MIPR facilitates the exchange of funds between military entities, allowing them to collaborate on projects and initiatives without being restricted by traditional organizational boundaries. This facilitates more efficient and effective use of resources, enabling the military to achieve its goals and objectives more seamlessly.

How do I know about this OTA loophole for shuttling funding from HHS Operation Warp Speed over to the DoD OTA contract vehicle? Because I personally set up exactly this process for a COVID drug repurposing contract with a UCSF-affiliated non-profit that ran an innovative clinical trial structure under the name of I-Spy. My client for this was a firm named "Quantum Leap Healthcare Collaborative", which was lead by UCSF professor Dr. Laura Esserman. For example, see this link. The Quantum Leap group contacted me for assistance in capturing contract funding from Operation Warp Speed because of my professional reputation as a capture manager, contract author and program manager. Dr. Laura Esserman had pioneered a novel approach to drug discovery for Breast Cancer treatment, and one of her close friends was in charge of drug development for Operation Warp Speed - Dr. Janet Woodcock. Woodcock wanted money directed to her buddy Esserman to use in applying the same strategy for COVID drug discovery. But ASPR/BARDA, the usual channel for multi-hundred million dollar contracts, did not have an open solicitation for this type of work, developing and approving a new FAR-compliant solicitation would take many months, and BARDA contracting was already overwhelmed. So I came up with the idea of MIPRing money from HHS/OWS via BARDA over to DoD and the ATI OTA vehicle. All concerned were happy with this idea, it was authorized in a flash (whatever Janet Woodcock wanted, Janet Woodcock got), I wrote the contract, and it was awarded in a flash.

And there you have it. I do not know if the Pfizer OWS /DoD OTA was separately conceived by someone else or if it was based on the solution that I came up with for the "Quantum Leap" I-Spy contract. I had nothing to do with the Pfizer contract. But I am pretty such that the logic and pathway I describe above is what went down in this case.

Now, does that mean that DoD was entirely passive in the development of the mRNA "vaccine" products? Absolutely not. Months after EUA "authorization" of the Pfizer and Moderna products, I got a call out of the blue from an old colleague that I had worked with on the Ebola vaccine development project that I had spearheaded for another client - New Link Genetics. This was the vaccine that was later sold to Merck and FDA authorized for Ebola (Zaire) prophylaxis. The colleague in question had been an Army Lieutenant Colonel at the time, and I had provided some mentoring to him way back when. He had subsequently moved on to Army logistics and acquisition, but because of his Ebola vaccine development experience had been reassigned on short notice to project manage the Moderna vaccine project for OWS. He seemed to need to unburden himself about what he had seen and experienced, and about the frustration of having to project manage a diverse multi-agency group tasked with managing the Moderna project - which had (at least in part) originated at the NIH/NIAID Vaccine Research Center. Point being that yes, a DoD Army Colonel was placed as project manager for OWS/Moderna, but it was a thankless task with little power - essentially a multi-agency cat herding task. Not a process unilaterally driven by DoD, in contrast to the uninformed theories of Watt and Latypova.

I have previously disclosed and discussed each of these points over the last four years of essays and podcasts, but never before in one written document. I hope that this will dispel many of the crazy conspiracy theories circulated by Watt, Latypova, Webb and others concerning my activities in these matters, but suspect that these and others will now bend, distort and twist this record to develop other nefarious accusations and theories.

But this is my understanding of what happened, and will be glad to testify under oath to this recollection of events. And for the record, I stopped having anything to do with DoD or DTRA or Dr. David Hone when they started giving me grief for speaking out about my concerns regarding the gene therapy-based COVID vaccine products. At one point I even had a call from Dr. Hone threatening me if I continued to speak publicly about the role of Dr. Michael Callahan in these events.

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regarding the rather lax (unrestrictive?) contract terms and conditions, typically this would involve back and forth negotiations between ATI and Pfizer, and then final approval by "big" DoD contracting.

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Jennifer Jones 7d
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A bit off the subject, but when I saw Sasha Latipova had been nominated on the list of people for consideration in the 47th Administration, I disclosed under Latipova's name that she had written outright, in her Substack more than once, that President Trump "deserved to die" and "should be killed" for his words and actions in 2020. One man argued for her in various ways, but I'm proud to say I continued to write several times what she'd said about President Trump. Later, the same man wrote that Latipova's name had been removed from the list.

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9:58

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