AWARD / CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING

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2. CONTRACT (Proc. Inst. Ident.) NO. 233-03-0065

3. EFFECTIVE DATE 09/30/2003

4. REQUISITION / PURCHASE REQUEST PROJECT NO. 000135

5. ISSUED BY CODE

DHHS/Program Support Center
Administrative Operations Service
Division of Acquisition Management
Room 5-101, Parklawn Building
5600 Fishers Lane
Rockville, MD 20857

6. ADMINISTERED BY (If other than Item 5) CODE

OMB No. 0990-0115

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

City of Milwaukee
Milwaukee Fire Department
711 W. Wells Street
Milwaukee, WI 53233

TIN: 396005532 DUNS: 845560361

CODE FACILITY CODE

8. DELIVERY

N/A FOB ORIGIN N/A OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN: ▶ ITEM See Section G.2.

11. SHIP TO/MARK FOR CODE

N/A

12. PAYMENT WILL BE MADE BY CODE

See Section G.2.

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c) ( ) ☒ 41 U.S.C. 253(c) (02)

14. ACCOUNTING AND APPROPRIATION DATA

7030700 H974438 25.2Z

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	TITLE: MMRS Fiscal Year (FY) 2003 Program Support TYPE: Firm Fixed Price PERIOD OF PERFORMANCE: September 30, 2003, through September 29, 2004 This contract is awarded unilaterally.				

15G. TOTAL AMOUNT OF CONTRACT ▶ $ 280,000

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Signature not required

20A. NAME OF CONTRACTING OFFICER

Michele Trotter

19B. NAME OF CONTRACTOR

BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY Michele Trotter
(Signature of Contracting Officer)

19C. DATE SIGNED 8/23/03

NSN 7540 - 01 - 152 - 8069
PREVIOUS EDITION UNUSABLE

STANDARD FORM 26 (REV. 4 - 85)
Prescribed GSA
FAR (48 CFR) 53.214(a)

Created by: PSC Media Arts Branch (301) 443-2454 IEF

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONSIDERATION

*Amount - $ 280,000

The Contractor shall be reimbursed upon submission of an invoice and completion and acceptance by the Project Officer, of the required deliverable items as indicated below. Invoices shall be submitted in accordance with the instructions contained in FAR Clause 52.232-25, Prompt Payment and Section G of this contract.

PAYMENT SCHEDULE

ITEM		AMOUNT OF PAYMENT*
SOW #1	Inventory of Capability Report	$ 50,000
SOW #2	Sustainment Plan	$ 150,000
SOW #3 SOW #4	Submit an Operational Verification Report and Document MMRS Expansion Efforts (Optional)	$ 80,000

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. TITLE

Metropolitan Medical Response System FY 2003 Program Support, including inventory of response capabilities, sustainment, operational verification; and, optional operational area expansion and local-State cooperative capability enhancement, including enhanced mutual-aid.

C.2. BACKGROUND

The Metropolitan Medical Response System (MMRS) Program was initiated in 1997 by the Federal Government, beginning with 25 of the United States' largest metropolitan areas fulfilling contract requirements (deliverables) intended to enhance that respective jurisdiction's planning and preparedness to respond to a mass casualty WMD terrorist attack. The expectation of each contract was that each metropolitan area, concurrent with completing their respective contracting requirements, would sequentially implement and "carry out other actions that are required locally to assure that the MMRS is operational within … award of this contract."

The U.S. Department of Homeland Security (DHS), Emergency Preparedness and Response Directorate, is responsible, as of March 1, 2003, for the implementation of the Metropolitan Medical Response Program (MMRS). The MMRS Program is the only Federal program which directly supports the linkages among all the local elements essential to managing the medical and public health response to a mass casualty WMD terrorist attack. One hundred and twenty-two (122) jurisdictions in the United States have contracted with the Federal Government to participate in the MMRS Program.

These jurisdictions' contracts were to provide initial assistance to develop an integrated WMD response plan, purchase special pharmaceuticals and equipment, and to identify the training requirements for a MMRS as the principal resource in responding to the health and medical consequences of a nuclear, biological, chemical, radiological, and/or explosive Weapon of Mass Destruction (WMD) event. Additionally, the MMRS approach has resulted

in an improved local response to the health and medical consequences of all natural and technological disasters. This MMRS response capability has been built from the successful combination of multiple sources of Federal, State and local funding.

Of the 122 MMRS jurisdictions, the following have expired contracts, and as such, require a new contract to meet the DHS mandate to continue MMRS Program implementation. These jurisdictions include: Boston, Massachusetts; New York, New York; Philadelphia, Pennsylvania; Miami and Jacksonville, Florida; Memphis, Tennessee; Detroit, Michigan; Chicago, Illinois; Milwaukee, Wisconsin; Indianapolis, Indiana, Columbus and Cleveland, Ohio; San Antonio, Houston, Dallas, Austin, Ft. Worth and El Paso, Texas; Kansas City, Missouri; Denver, Colorado; Phoenix, and Tulsa, Arizona; Honolulu, Hawaii; Los Angeles, San Diego, San Francisco, San Jose and Sacramento, California; Nashville, Tennessee; Minneapolis, Minnesota; Albuquerque, New Mexico; Oklahoma City, Oklahoma, St. Louis, Missouri; and Portland, Oregon.

The current Federal Government challenge is to continue supporting these MMRS system components and partnerships with the local, State and Federal Government agencies, as well as the health care providers within each MMRS jurisdiction's planning and preparedness area. These cooperative planning activities and interactions must be preserved; skilled personnel must be retained; specialized stockpiles and equipment maintained, and local response plans periodically validated to assure operational capability to treat WMD-exposed victims, administer prophylaxis to those at risk, and ensure exposure avoidance for the remaining population.

C.3. PURPOSE

The purpose of this contract is to provide sustainment of enhanced response capabilities in MMRS jurisdictions gained through completion of baseline contract deliverables (e.g., updated planning and procedures, the maintenance of pharmaceuticals/equipment and supplies caches, ongoing training, and exercise activities); and, optionally, to expand existing jurisdictions' operational area and/or undertake local-State cooperative capability enhancement,

including enhanced mutual-aid, for response to a WMD mass casualty event.

C.4. DUPLICATION OF FEDERAL BENEFITS

Jurisdictions are advised that there is to be no duplication of Federal benefits in executing these MMRS contracts. No other Federal funding, from the Department of Homeland Security, or any other Federal executive branch entity, may be used to pay for the same services and commodities paid for under this contract.

C.5. STATEMENT OF WORK

Submit an inventory of capabilities (Deliverable 1). This report shall constitute an inventory of response capabilities (existing, enhanced and expanded) that are a result of your MMRS planning, equipping, training, and exercising efforts. This report shall discuss your response capabilities such as system linkages, personnel, and enhancements or increases in response area coverage. Additionally, this report shall identify all equipment and pharmaceuticals that you currently have available to respond to a WMD event. Multiple funding sources shall be identified as well as the assets acquired from each source. Note: Include equipment and pharmaceuticals funded/procured from MMRS contracts, DOJ grants, DHHS grants, DOD grants, FEMA grants, DHS and State/local purchases. Present the equipment and pharmaceutical information in a spreadsheet format that identifies your assets and sources. This report shall be based on your MMRS planning components and identify additional assets/requirements that you expect the Federal Government to provide (e.g., the SNS, NDMS resources, etc.) and additional health care professionals required to implement a local mass casualty/surge care response to a WMD event.

This MMRS inventory of capabilities should also incorporate:

- the activities of other applicable Federal programs. If this MMRS inventory of response capabilities does not incorporate such Federal programs, an explanation should be provided describing the obstacles and challenges preventing coordination with existing MMRS

capabilities, and this explanation should also provide recommendations on how to resolve these obstacles and challenges.

- the activities of applicable State/regional response programs, including, but not limited to: alert and notification protocols, threat event assessments, available resources and current intra-State and inter-State working agreements, the identification of Statewide training, etc. If this MMRS inventory of response capabilities does not incorporate such State/regional programs, an explanation should be provided describing the obstacles and challenges preventing coordination with existing MMRS capabilities, and this explanation should also provide recommendations on how to resolve these obstacles and challenges.

- a description of the geographical area included in MMRS planning and preparedness, including mutual-aid and other cooperative agreements, descriptions for the existing, enhanced, or expanded MMRS jurisdictional area. This description can be subdivided by functional capability, as required. For example, the MMRS hospital planning and preparedness geographical area may extend beyond the geographical planning area for other WMD functional response capabilities. The intent of this description is to include neighboring jurisdictions, as appropriate (even if such planning areas expand prior MMRS jurisdictional planning areas). MMRS jurisdictions are encouraged to define not only existing planning areas, but also to consider expanding planning and preparedness needs, as necessary.

Submit a Sustainment Plan (Deliverable 2). This Sustainment Plan should include estimates of the resources (human and material) necessary to sustain and enhance MMRS activities in your MMRS jurisdictional area for a period of two years. The first year should correspond to Federal fiscal year 2004 (October 1, 2003 through September 30, 2004). The second year should correspond to Federal fiscal year 2005 (October 1, 2004 through September 30, 2005).

The first year is intended as the sustainment execution year

- when you will procure, utilize, and implement sustainment activities and resources. The second year is intended as the sustainment planning year and is where you should project your jurisdiction's needs and provide information needed for national MMRS Program planning.

There are four broad categories to include in this Sustainment Plan: Response Plan Maintenance, Pharmaceuticals/Equipment Cache Maintenance, Training and Exercises. The discussion for the Sustainment Plan should reference your MMRS planning components as the basis for your planned sustainment efforts. The Sustainment Plan discussion should include, in detail, the new and increased costs incurred to support a MMRS jurisdiction's existing WMD response capabilities. These costs should be identified as increases in units of resources (such as for equipment, personnel hours, training material, etc). Additionally, this Sustainment Plan should include a discussion, by category, that explains, in detail, for each line item, the total amount of projected funding required to sustain existing MMRS capabilities for the period of two years.

Many jurisdictions have received resources from local, State and Federal sources. Your jurisdiction may have received funding from some or all of these program sources for your WMD planning and preparedness efforts. Ultimately, these resources were integrated in support of your MMRS planning components. In your Sustainment Plan, these local, State and Federal resources should be identified, by program, and included, in a spreadsheet format, as an attachment to this Sustainment Plan. The following information should also included in this Sustainment Plan deliverable:

A. A discussion on the ongoing process of preserving integrated MMRS planning activities, including expanded efforts to incorporate new partnerships. This discussion should include:

- frequency and cost of existing and expanded steering committee meetings with an updated membership roster (e.g., existing and potentially expanded participation);
- frequency, cost and methods you will use to update and integrate your MMRS planning components into

your jurisdiction's and your State's Emergency Operations Plans and related documents (including mutual-aid agreements, etc.) and any additional planning efforts you identify as required to specifically sustain your MMRS;

- an updated budget showing estimated vs. actual expenditures of original MMRS funds (e.g., $600,000, special project funding, etc.). and any additional planning efforts you identify as required to specifically maintain, enhance, or expand the MMRS;
- information on individual salaries needed to support this SOW; and
- any additional planning efforts you identify as required to specifically maintain, enhance, or expand the MMRS.

B. The Sustainment Plan should clearly identify the expenses, above prior existing response programs (e.g., USAR, HazMat, etc.) to procure and sustain MMRS pharmaceutical and equipment needs and a two-year phased approach to maintaining and rotating these supplies (e.g., including chain-of-custody costs, etc.). In particular, this discussion should:

- include reference to your MMRS planning components and a discussion of methods you have implemented, or you propose to implement, that reduce the cost burden of pharmaceutical rotation; and
- in the event of a bioterrorism event, include those planning and response capabilities, and applicable costs, required to support the effective receipt and distribution of Strategic National Stockpile (SNS) commodities.

C. In the training category, your MMRS training plan components shall be referenced for proposed sustained training methods. Discussion considerations shall be given to the applicability of your proposed Sustainment Plan to two broad sub-categories: ongoing training and exercises. Within the ongoing training category, include a plan to address the continuous turnover of personnel and the attendant requirements to maintain a cadre of trained personnel from all agencies. The

scope of personnel trained to support and sustain your MMRS planning and preparedness activities shall include public health agency staff, community public affairs personnel, health care provider personnel, first responders, emergency management personnel, and others (as applicable).

When discussing the sustainment of exercises, information should be provided on the frequency, type of exercise(s), and any innovative methods that you have developed to support your exercise program. Your discussion should clearly identify the incremental costs that exercising the MMRS would incur above existing required exercise programs for your response community: e.g., first responders, health care providers, hospitals, public health officials, emergency managers, and others (as applicable), etc. Other community-based exercises may be referenced when discussing the sustainment of exercises. For example, the Community Hazards Emergency Response Capability Assurance Program (CHER-CAP), formerly the Comprehensive HazMat Emergency Response Capability Assessment Program, can be utilized to support the MMRS program. CHER-CAP Program methodologies may assure and validate MMRS and MMRT capability enhancements and key program components including, but not limited to: activation/notification procedures, a Concept of Operations Plan, a Bioterrorism Plan, specially trained responders and equipment, public information, coordination protocols, customized pharmaceuticals, plans for the prophylaxis of an affected population, etc.

Your Sustainment Plan shall include an appendix (Appendix B is included as an example) that contains a two-year planning template. Each jurisdiction has approached MMRS planning from a unique perspective; this template is to be considered as a minimum example and shall be adjusted according to individual MMRS needs.

Submit an Operational Verification Report (Deliverable 3). The Operational Verification Report should reference your MMRS planning components, and should

describe how your MMRS shall manage the coordination of response to a biological WMD event, including BioWatch sensor reports for those jurisdictions which have this capability, and provide examples supporting that your biological plan has achieved operational capability. This report should also provide detailed documentation citing examples supporting the statement that your MMRS has achieved an operational response capability to a chemical, biological, radiological, nuclear and high explosive WMD event(s). Your examples may include full-scale exercises, tabletop exercises or actual response activities (e.g., HazMat incidents, surge care/mass casualty events) that demonstrate a MMRS planning component operational capability. Your Sustainment Plan (Deliverable 2) should support a continued assessment of this operational capability.

Document MMRS Expansion Efforts (Deliverable 4; Optional). Contract funding is available to support operational area expansion of current MMRS jurisdictions incorporating additional, contiguous jurisdictions within their MMRS planning, preparedness and response geographical area and for WMD planning, preparedness and response initiatives with State/regional governments/organizations. This "regional" approach is a hallmark of the MMRS Program and achieves efficiency and economy by providing protection for a greater at-risk population, and by incorporating more highly trained response personnel (e.g., hospitals, etc.) and special-purpose resources (e.g., pharmaceuticals, equipment, etc.). Some States have already achieved, or are initiating efforts to achieve, State-wide/MMRS planning and preparedness. To complete this deliverable, the documentation for MMRS area expansion efforts should include:

- Name(s) of new jurisdiction(s) to be incorporated in MMRS planning and preparedness;
- Name, title, and contact information (e.g., daytime telephone number, mailing address and email address, etc.) for a point-of-contact by each added jurisdiction;
- A statement from both the existing MMRS jurisdiction and the new "partnering"

jurisdiction(s) that they are both committed to achieving this expanded MMRS planning and preparedness area;

- A statement detailing the assistance to be provided by the existing MMRS jurisdiction to the "partnering" MMRS jurisdiction(s) and the assistance to be provided by the "partnering" MMRS jurisdiction(s) to the existing MMRS jurisdiction (e.g., the resources each jurisdiction will commit, to include, but not be limited to first responder units, medical treatment facilities, emergency management/emergency operation center support, qualified specialists, planning and preparedness development and maintenance, joint training/exercises, etc.);
- A statement that mutual aid/mutual assistance agreements exist, or that they will be developed, to provide for first responder and medical treatment personnel reciprocity and liability protection;
- A statement that the plans, policies, and procedures of the expanded operational area will be compatible with the Department of Homeland Security National Incident Management System; and
- A two-year estimate of MMRS program costs for (a) the parent jurisdiction and (b) the new "partnering" jurisdiction(s) for achieving WMD operational capabilities in the designated expanded MMRS planning and preparedness area.

If discussing MMRS existing jurisdictional expansion and State capability enhancement, this deliverable should include:

- Name(s) of new State jurisdiction(s) and State organizations to be incorporated in MMRS planning and preparedness;
- Name, title, and contact information (e.g., daytime telephone number, mailing address and email address, etc.) for a point-of-contact by each added State jurisdiction and State organization;
- A statement describing the scheduled activities and expected outcomes in the first year of

cooperative engagement;

- A two-year cost estimate to include the new State jurisdiction(s) and State organization(s) planning and preparedness;
- A statement that the plans, policies, and procedures developed will be compatible with the Department of Homeland Security National Incident Management System;
- A statement that the State jurisdiction(s) and State organization(s) will comply with Department of Homeland Security, and other Federal Government guidance regarding communications interoperability, chemical/biological/nuclear/radiological detection and identification protocols, and other operational capability enhancement activities.

SECTION D - PACKAGING AND MARKING

D.1. MARKING

All information submitted to the Project Office or the Contracting Officer shall clearly indicate the number of the contract and the deliverable for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. Inspection and acceptance of all services called for by the contract shall be made by the PSC Contracting Officer in conjunction with the Project Officer.

E.2. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporated one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es).

http://www.arnet.gov/far/

(End of clause)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The period of performance for this contract shall be September 30, 2003, through September 29, 2004, unless extended by modification.

F.2. REPORTING REQUIREMENTS AND DELIVERABLES

The items specified for delivery below are subject to the review and approval of the Project Officer before final acceptance. The Contractor shall be required to make revisions deemed necessary by the Project Officer.

The Contractor shall submit the following items in the quantities and during the period listed below.

Description	Quantity	Due Date
SOW #1 Inventory of Capability Report	2	11/14/2003
SOW #2 Sustainment Plan (includes Planning Template)	2	01/28/2004
SOW #3 Operational Verification Report	2	06/28/2004
SOW #4 Document MMRS Expansion Efforts (Optional)	2	06/28/2004
Monthly Progress Reports*	3	15th day of each month

*Provide monthly progress reports that describe activities undertaken the previous month and the progress of contract deliverables, as provided below. By the fifteenth (15th) of each month, these reports shall be sent to the Program Support Center (PSC) Contracting Officer, and to the Project Officer, Emergency Preparedness and Response Directorate, U.S. Department of Homeland Security. These reports shall describe successful endeavors and encountered barriers. Any barrier encountered shall be accompanied with a plan to resolve the issues. Include all meeting minutes that relate to MMRS development.

NOTE: **All deliverables shall be provided in electronic verions (disk), CD, or email and shall contain the number of the contract.**

One copy of all deliverables shall be furnished to Mr. Dennis Atwood, MMRS Program Manager, Metropolitan Medical Response System Program, Emergency Preparedness and Response Directorate, U.S. Department of Homeland Security, 500 C Street, SW., Washington, D.C. 20472. Mr. Atwood may be reached by e-mail at: mmrsadmin@fema.gov

One copy of all progress reports and the final report shall be furnished to Michele Trotter, Contracting Officer, AOS/PSC/DHHS, 5600 Fishers Lane, Room 5-101, Rockville, MD 20857. Ms. Trotter may be reached by e-mail at: mtrotter@psc.gov

F.3. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es).

http://www.arnet.gov/far.

(End of clause)

52.242-15 Stop-Work Order (AUG 1989)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. COMPENSATION

As consideration for full and faithful performance of work stated in the schedule, the Government shall pay the Contractor the firm fixed price as shown in Section B.

Payment will be made in accordance with the schedule provided in Section B, upon presentation of proper vouchers and upon receipt and acceptance by the Government of the services specified in the schedule.

G.2. VOUCHER SUBMISSION

1. In accordance with SECTION I FAR Clause 52.232-25, Prompt Payment, a proper voucher shall include the following items:

    1. Name and address of the Contractor.

    2. Date of voucher.

    3. Contract number.

    4. Name and address of Contractor official to whom payment is to be sent.

    5. Name, title, phone number, and mailing address of person to be notified in the event of a defective voucher.

    In addition to the information required by SECTION I, FAR Clause 52.232-25, Prompt Payment, the following information is also required for submission of a proper voucher.

    (a) Signature of an authorized official certifying the voucher to be correct and proper for payment;

    (b) Tax identification number (employer's identification number) or social security number.

    (c) One original voucher complete with all required

back-up documentation shall be submitted to Contracting Officer and addressed to:

HHS, Program Support Center
Division of Acquisition Management, AOS
Parklawn Building, Room 5-101
5600 Fishers Lane
Rockville, MD 20857
Contract Number:

Three copies of the voucher with all required back-up documentation shall be submitted to:

HHS/PSC/FMS/DFO Commercial Payments Section
Parklawn Building, Room 16A-12
5600 Fishers Lane
Rockville, MD 20857
Contract Number:

All vouchers must show the MMRS Program Manager's name and phone number on the face page as follows:

Mr. Dennis Atwood
(202) 646-2699

All calls concerning contract payment shall be directed to the general helpline for contract payments on **(301) 443-6766.**

G.3. TECHNICAL MONITORING

Performance of the work under this contract shall be subject to the technical monitoring of the Project Officer. The term "Technical Monitoring" is defined to include, without limitation, the following:

a. Technical directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statement of work.

b. Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.

c. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the contract; (ii) constitutes a change as defined in the contract clause entitled "Changes"; (iii) in any manner causes an increase or decrease in the total estimated contract cost, the fixed fee or the time required for contract performance; or (iv) changes any of the expressed terms, conditions, or specifications or the contract.

All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days after issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his/her authority under this provision.

If, in the opinion of the Contractor any instruction or direction issued by the Project Officer is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

G.4. PROJECT OFFICER

The Project Officer responsible for the technical requirements covered by this contract, as contemplated by Section G.3., "Technical Monitoring" will be designated at a later date.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. ADVANCE NOTIFICATION AND APPROVAL OF SUBCONTRACTORS AND CONSULTANTS

The Contractor shall provide a list of any activities to be subcontracted by the Contractor and the proposed subcontractors. Prior to placing any subcontract, the Contractor shall receive written approval by letter from the Contracting Officer. Also, the Contractor shall provide a list of any activities that it proposes to use a consultant to accomplish. Prior to engaging any consultant, the Contractor shall receive written approval by letter from the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1. 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999)

(a) *Method of payment*. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information*. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by [*the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"*]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information*. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

I.2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

(End of clause)

a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses

FAR Clause No.	Title and Date	
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000

FAR Clause No.	Title and Date	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records-Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
	Alternate I	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignments of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed Price	AUG 1987
	Alternate I	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 1996
52.246-25	Limitation of Liability Services	FEB 1997

FAR Clause No.	Title and Date	
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed Price Supply and Service)	APR 1984

b. Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses

HHSAR Clause No.	Title and Date	
352.202-1	Definitions	JAN 2001
352.232-9	Withholding of Contract Payments	APR 1984
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	JAN 2001
352-270-4	Pricing of Adjustments	JAN 2001
352-270-6	Publications and Publicity	JUL 1991
352-270-7	Paperwork Reduction Act	JAN 2001

SECTION J - LIST OF ATTACHMENTS

1. Appendix A - Sustainment Planning Evaluation Instrument
2. Appendix B - Sustainment Template