

NAVAL POSTGRADUATE SCHOOL



Monterey, California

**GUIDANCE FOR ARMY CONTINGENCY CONTRACTING
OFFICERS IN PREPARATION FOR MILITARY
OPERATIONS OTHER THAN WAR**

by

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March 2000

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PREPARATION FOR MILITARY OPERATIONS OTHER THAN WAR**

by

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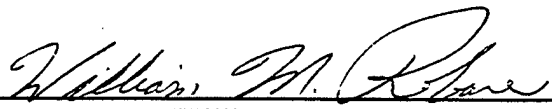
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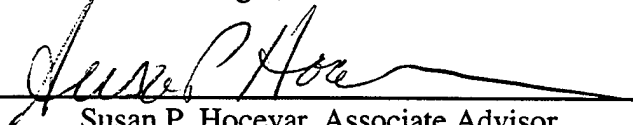
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ABSTRACT

The purpose of this study is to investigate, analyze, and promulgate the means by which the United States Army can effectively train its Contingency Contracting Officers in preparation for Military Operations Other Than War. This was accomplished by analyzing the literature on effectiveness of current laws and regulations governing contingency contracting and the lessons learned from past operations. Contingency contracting issues analyzed include their fundamental characteristics and effects, purpose of the Contingency Contracting Officers and their requisite roles and responsibilities, environment of statutory and regulatory requirements, adequacy of current training and planning, and training and planning resources that are available.

Based on the identified inadequacies, this study proposes the following recommendations. These Contingency Contracting Officers must be more actively engaged in the supported unit's logistics planning process. Each contracting activity must develop its own tailored qualification and certification. To fully capitalize on the capabilities of contingency contracting support functions, these individuals must be trained routinely before the actual deployments. Comprehensive contracting procedures and plans must be developed and incorporated into the contracting support plan. To better utilize the Logistics Civil Augmentation Program, a clearer understanding of its capabilities must be developed and communicated to the operational commanders and their staff officers.

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I. INTRODUCTION

A. PREFACE

In the past decade, the United States Army forces have been deployed globally on contingency operations in support of vital national interests. These contingency operations ranged from Major Regional Conflicts such as Operation Desert Shield and Operation Desert Storm to Military Operations Other Than War (MOOTW) such as Operations Joint Endeavor (OJE) and Joint Guard (OJG) in Bosnia and Operation Uphold Democracy in Haiti. In eighteen months of the OJE and OJG, the Army obligated well over a billion dollars, with Logistics Civil Augmentation Program (LOGCAP) and other Department of Defense (DoD) contractors infusing over \$600 million directly into the Bosnian economy. The Army alone injected over \$500 million into this war-ravaged economy. There were 26 major contractors operating in support of OJG, and their employment of the local population provided a multitude of services and commodities required by Implementation Force (IFOR) and Stabilization Force (SFOR) base camps.

More recently, our forces remain involved in Operations Allied Force and Joint Guardian in Kosovo. These major new military operation were anticipated to eventually involve 7,000 U.S. troops, for an indefinite period of time, at a cost of \$2.5-\$3.0 billion for the first year alone for the Kosovo Force (KFOR) operation only. The air campaign alone would have a price tag of over \$5 billion. The Army, working with the United Nations, would be engaged in a mission of nation building in Kosovo on a scale that is unprecedented. In these MOOTW, contingency contracting directly supports the National

Command Authority's geopolitical economic stabilization objectives by injecting operational funds directly into the local economies. This money, put in the hands of the working people who are most affected by the devastation of war, has served to introduce these war-torn countries to the concept of democracy.

These operations have demonstrated that supporting our deployed forces with organic logistics assets and personnel are become increasingly difficult as the Army continued to downsize significantly since the end of the Cold War. The use of Host Nation Support (HNS) to ease the burden on the logistics system was a realistic solution in the European theater where the logistical infrastructure was firmly entrenched in support of the NATO alliance. After the Cold War however, the Army faced a highly diversified range of missions to include MOOTW during which a host country could not provide the necessary assistance and its own logistics system provided inadequate support.

These cases, where the logistics support infrastructure is virtually nonexistent, are where contingency contracting are intended to fill the void. Contingency contracting is an essential instrument in support of these missions because it serves as an operative force multiplier of Combat Service Support (CSS) for deployed forces. It increases the existing logistics support capability and provides a new source for critically required supplies and services. The principal individual assigned to conduct deployed contracting is the Contingency Contracting Officer (CCO). Satisfying the requirements for supplies and services of operational forces with the use of contracting can improve response time during all phases of contingency operations. During the Mobilization and Initial

Deployment phase, the CCO's ability to exercise a high degree of flexibility in contracting for basic life support requirements can frequently free airlift and sealift assets for other priority needs. Furthermore, the CCO can implement effective contracting mechanisms into place during the Build-Up and Sustainment phases to ensure responsiveness to life support requirements and to provide additional quality of life and discretionary services. Finally, the CCO can expedite the redeployment of operational forces and ease the transition to follow-on forces by ensuring that all existing contracts and orders are terminated and closed-out properly in a timely manner during the Termination and Redeployment phase.

Contingency contracting is a vital part of the Army's commitment to be able to execute a wide range of MOOTW missions. However, the CCO remains one of the least understood assets used by a commander in contingency operations. Doctrinally, the CCO position is designed to complement or supplement the organic logistics infrastructure and HNS available to the deployed forces. Perhaps the most significant capability of contingency contracting, particularly in many Third World countries, is that it often serves as the only mechanism for providing logistics support because of the lack of available local support.

To better understand the CCO's roles and capabilities, it is important to review the developmental process of the CCO. This officer in the Army holds a military occupational specialty 51C, formerly 97A, Contracting and Industrial Management Officer, and normally enters the acquisition work force in the eighth year of commissioning. The 51C can be assigned as a CCO or assigned elsewhere within the

Army Acquisition Corps (AAC). In a briefing given by LTG Paul J. Kern, Director, Army Acquisition Corps, September 1998, the CCO position was cited as the premier 51C position in the career progression model for the new entrants to the AAC. When assigned as a CCO, this officer ideally receives an initial formal training through the acquisition branch such as Contracting Courses 101 and 234. Basics of Contracting (CON 101) is an introductory course that familiarizes the students to the entire contracting process from receipt of a purchase request through contract completion as well as ethics and basic contract law. Contingency Contracting Course (CON 234) is offered to those students who are assigned to deployable positions in order for them to develop the skills necessary to provide direct contracting support to joint tactical and operational forces. Upon completion the formal training, the CCO is assigned at the corps or division level to support units during deployment. Additionally, the CCO normally receives on-the-job training (OJT) at the installation's directorate of contracting (DOC) or at the principal assistant responsible for contracting (PARC) office. In garrison, the CCO receives hands-on training from the military and civilian personnel who support the unit on the installation. Along with this training, the CCO participates with the assigned unit to conduct organizational training and planning for operations.

With the training scenario described above as a frame of reference, a review of previous studies that analyzed the formal and on-the-job training received by the Army CCOs was conducted. Upon my review of these studies, I discovered that the most recent research conducted in this area was in December 1993. In this study, *Contingency Contracting Officers: Can They Adequately Support The Force?*, CPT Kelly N.

Campbell, U.S. Army, concluded that the Army needs to provide a comprehensive training guidance in the area of contingency contracting. According to his study, approximately 64% of the respondents who held a CCO position felt that the training they received failed to prepare them for the unique requirements of CCOs. Ironically, approximately 83% of these same CCOs responded that they could provide immediate support to a deployed force based on their level of training. [Ref. 1] However, the literature review of lessons learned from previous MOOTW reveals that often this sentiment is not shared by deployed force commanders in contingency operations. Quite contrarily, these force commanders expressed dissatisfaction with the level of expertise of their CCOs, which stem primarily from the lack of training and prior interaction and integration with the deployed forces.

As an Army officer whose first assignment as a Contracting Officer is to serve as a CCO at Camp Doha in Kuwait, I am compelled to investigate the causes of failures and shortfalls of CCOs through a careful study of lessons learned from previous contingency operations, specifically MOOTW. Proper integration of the CCO within an organization allows the force commander increased flexibility and more rapid deployment of armed forces abroad. This flexibility allows these commanders to increase the efficiency of their forces in the theater of operations. Therefore, the main thrust of this study is to explore the fundamental duties of the CCO and the proper planning necessary to build his toolbox to support the force commander. In addition, the guidance provided in this study will allow the force commander to better understand the capabilities of this force multiplier. Consequently, if the commander understands how best to employ his CCO, then he will

increase his ability to overcome the obstacles that may inevitably arise during any contingency operation. Contingency contracting is not the panacea to all logistics support problems, but it is a valuable combat multiplier the force commander can utilize to optimize the probability of mission success.

B. RESEARCH OBJECTIVE

The purpose of this study is to investigate, analyze, and promulgate the means by which the U.S. Army can effectively train its Contingency Contracting Officers in preparation for Military Operations Other Than War. The goal of this thesis is to provide Contingency Contracting Officers of the U.S. Army with a blueprint for development of requisite expertise that will prepare them to fulfill their roles and to successfully execute their responsibilities during Military Operations Other Than War. This will be accomplished by analyzing the literature on effectiveness of current laws and regulations governing contingency operations and contingency contracting and the lessons learned from past Military Operations Other Than War. This analysis will lead to conclusions and recommendations regarding contingency contracting that will improve future MOOTW.

C. RESEARCH QUESTIONS

The primary research question is: What are the requisite roles and responsibilities of Contingency Contracting Officers (CCOs) involved in Military Operations Other Than War (MOOTW) and how can these individuals best prepare themselves to meet the critical demands of these operations? The subsidiary questions are:

1. What are the fundamental characteristics of MOOTW and Contingency Contracting in MOOTW environment?
2. What is the purpose of the CCOs, and what are their requisite roles and responsibilities?
3. What lessons learned from past MOOTW experience can be drawn to better train and educate the CCOs in preparation for and execution of MOOTW?
4. What resources are currently available or should be made available for the CCOs to obtain and maintain their requisite skills?
5. What MOOTW deployment scenarios might the CCOs face in the future, and how should they be employed to ensure successful mission accomplishment?

D. SCOPE, LIMITATIONS, AND ASSUMPTIONS

The scope of this thesis is to provide the CCOs of the U.S. Army Forces Command contracting elements and their support force commander a useful reference to be employed in the implementation of structured planning process for MOOTW and training procedures for their CCOs. These fundamentals of contingency contracting planning and training of CCOs can be incorporated into their existing standard operational procedures. This thesis will assist these CCOs to construct and implement an effective planning process and training procedures by identifying the skills and resources necessary to do so. In addition, these CCOs will be able to determine the level of effectiveness of their planning process and training procedures once they have implemented the necessary mechanisms at their respective organizations. Finally, I hope to provide the force commanders with a better understanding of the fundamental roles and

responsibilities of CCOs so that they may employ these contracting personnel to their best capabilities.

In order to best manage the research effort and to offer definitive conclusions and recommendations, it is this researcher's intent to clearly define the parameters of this study. The definition of contingency operation encompasses various types of military actions to include Major Regional Conflicts, Lesser Regional Conflicts, Military Operations Other Than War, Domestic Disaster and Emergency Relief, and Training Exercises. The most recent comprehensive research conducted by an U.S. Army student in this area was published in December 1993 with observations on contingency operations up to and including Operations Desert Shield and Desert Storm. This study will focus on collecting the lessons learned from the numerous Army MOOTW since the end of Operation Desert Storm to present time. This study is limited to the roles and responsibilities of Contingency Contracting Officers in the United States Army Forces Command (FORSCOM) with potential deployment scenarios in Military Operations Other Than War. Consequently, the thesis is limited by the number of lessons learned from those CCOs and force commanders who have gained first-hand experience from participation in real MOOTW preparations and actual deployments.

Throughout this study, this researcher assumed the reader's basic knowledge in various areas listed below:

1. Understanding of Department of Defense (DoD) contractual and financial management terms.
2. General concept of command structure of U.S. Army at the division level and its military staff.

3. Familiarity in operational and logistics requirements for deployed forces involved in contingency operations.
4. Awareness of past Military Operations Other Than War conducted by the U.S. Army forces.

Because the target audience for this study is the FORSCOM commanders and their CCOs, I anticipate these assumptions to be valid. However, I listed various defined terms in this chapter to enhance the reader's comprehension of the presented information.

E. METHODOLOGY

Research for this thesis will be conducted primarily through literature searches in the area of MOOTW. The literature searches will consist of Federal Government purchasing and acquisition manuals, applicable Department of Defense Inspector General (DODIG) and General Accounting Office (GAO) reports, Army professional journals, Center for Army Lessons Learned (CALL), and previously published theses on contingency operations, contingency contracting, and other topics related to MOOTW. The principal objective of this research is to distribute my findings and recommendations to the U.S. Army FORSCOM contracting elements and the force commanders to determine and improve the current planning process for MOOTW and training procedures for their Contingency Contracting Officers.

F. BENEFITS OF RESEARCH

This study will provide the Contingency Contracting Officers the necessary information required to assess the level of effectiveness in planning for Military Operations Other Than War and to provide a training guidance for identifying and

obtaining the necessary resources prior to MOOTW. It will serve as an instrument with which these CCOs can effectively plan and implement their contingency contracting procedures. Consequently, it will enable these CCOs to meet the operational force's requirements more effectively. As an additional benefit, the force commanders will gain a better understanding of the fundamental roles and responsibilities of their CCOs. With this understanding, I hope to enhance the utilization of these contracting personnel to their best capabilities.

G. TERMINOLOGY

Throughout this research, the author assumed the reader's basic knowledge in DoD contractual management terms. However, the additional terms are listed in Appendix A of this study to further aid the reader's comprehension of contingency operation and contingency contracting.

H. ORGANIZATION OF STUDY

This study presents the information gained from research in a logical and sequential manner. Chapter II presents the historical perspectives of contingency operation to familiarize the reader with its development to the present doctrinal concept. Also, MOOTW is further defined in detail focusing on its characteristics and types of operations based on Joint and Army doctrines. Chapter III introduces the formal structure of contingency contracting with the relevant regulatory and statutory requirements as well as the relief available to CCOs from these requirements. The focus of this chapter is to emphasize the identified legal and regulatory requirements and clearly articulate the value

of this knowledge in the CCO's ability to operate in a MOOTW environment. Chapter IV presents the lessons learned from these MOOTW to highlight the challenges facing today's Army CCOs and link those lessons with the resources available to CCOs. The central point of this chapter is to identify the fundamental roles and responsibilities of the CCO. Additionally, this chapter provides the CCO with the actions required for predeployment planning and training to assist him in building a contracting support kit to support the deployed forces. Finally, Chapter V presents the conclusions and recommendations attained from this study.

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II. BACKGROUND

A. INTRODUCTION

This chapter lays the foundation for the research based on information drawn from a literature review to identify key characteristics of MOOTW and contingency contracting. Given this background, the research examines the critical demands placed on the CCOs and how these contracting professionals can best prepare themselves to meet the demands of MOOTW. First, the need for contingency contracting is demonstrated in the light of the Army's response to evolving geopolitical climate since World War II . Second, Military Operations Other Than War are defined in terms of present doctrinal concepts that govern the Joint environment and Army-specific operations. Finally, the historical perspectives of contingency contracting are reviewed to set the framework for a comparative analysis against the lessons learned in recent MOOTW presented in Chapter IV.

B. NEED FOR CONTINGENCY ARMY

Following World War II, the U.S. military focused on Europe and the threat posed by communism. The primary mission of the armed forces shifted from warfighting to deterrence under the policy of containment. To Americans, Soviet expansionism loomed as the most viable threat against the America's endeavor to keep global peace and promote economic prosperity. Therefore, defense against a potential Soviet attack into western Europe represented the main mission of our conventional forces. For 40 years, the doctrine of containment remained the common thread in the fabric of national

security. Using the threat of nuclear retaliation, the United States put its trust on the nuclear weapons superiority to deter potential enemies and, as it had done many times before, reduced its conventional military forces and capabilities in the name of peace dividend. Conventional warfare seemed an obsolescent idea whose end had finally come in this nuclear era, and conventional forces and capabilities rapidly deteriorated. Consequently, this demobilization, coupled with severe limitations on military spending, resulted in a force structure without appropriate capabilities to counter the threat of limited war or regional conflict.

Simply stated, contingency Army is a force structure that has suitable military capabilities to respond to the threat of limited war or regional conflict. A historical example that contains many of the characteristics of contingency operation and highlights the need for contingency Army is the U.S. involvement in Korea. When North Korea invaded South Korea on June 25, 1950, the illusion of massive nuclear retaliation was broken. As the world watched our response to this communist aggression against a free nation, the United States realized that a limited war in this virtually unknown region did not justify an atomic retaliation. Ultimately, conventional ground forces were required and committed to the conflict. Unfortunately, the hasty build-down of armed forces since WW II had already taken its toll. "To retaliate against communist military initiative on any but an atomic scale, the American forces in 1950 were ill equipped." [Ref. 7:p. 382] At the onset of this limited conflict, the force structure of the United States Army had been reduced to only ten under-strength divisions. These units were sent to fight the

North Korean Peoples Army (NKPA) with inferior equipment, inadequate logistics infrastructure, and poor training.

The need for contingency Army has its roots deeply entrenched in national politics. The 1973 War Powers Resolution imposes a limitation on the Presidential power to 90 days of unrestricted use of military forces without Congressional authorization. Hence, the President, acting as the Commander in Chief, can authorize the military forces to conduct limited contingency operations without a confrontation with the Congress. When other instruments of national power appear in question or fail to secure U.S. interests, the contingency Army is called on to respond to crisis situations. The former Chairman of the Joint Chiefs of Staff, General Colin Powell, aptly described this important role of the Army with this statement.

One of the fondest expressions around is that we can't be the world's policeman. But guess who gets called when suddenly someone needs a cop? [Ref. 8:p. 53]

It is clear that this vital role requires the Army to develop and maintain the capabilities credible in the eyes of national leaders, our allies, and enemies on the battlefield.

The evaporation of the formidable Soviet threat, disintegration of the Warsaw Pact, propagation of global democracy movements, and constant downward trends in defense spending have all worked to transform the strategic and operational environment. Many third world nations who were mere pawns in the superpower conflict have been set adrift by their former supporters and are toiling for continued existence. At the same time, the destabilizing forces of nationalism, religious hostilities, and ethnic hatred in these third world nations have spawned new transnational actors that include drug

traffickers, insurgents, and terrorists who increase the potential threat to the U.S. interests in national security as well as global peace and prosperity. Furthermore, the proliferation of sophisticated arms in the third world nations have made them highly lethal threats. As these third world nations emerged as regional powers, they developed the military capability to use force to settle regional disputes and influence events that could further threaten U.S. interests. Consequently, this changing strategic environment necessitated a revision of the National Military Strategy that takes into account the evolving threat, growing U.S. roles in world affairs, and the realities of budget constraints. This revision was characterized by the Army Deputy Chief of Staff for Operations (DCSOPS) as the “evolving national military strategy” and is summarized in Figure 1 below.

The Evolving National Military Strategy	
<u>1988</u>	<u>1997</u>
Soviet Orientation	Global Orientation
Forward Deployed	Forward Presence
Rapid Reinforcement	Power Projection
Mobilization	Force Generation
Forward Defense	Counter-Concentration

Figure 1 [Ref. 9:p. 8]

These sweeping changes in the world’s political, economic, and social environment brought on by the end of the Cold War compelled the national leadership to develop an evolving national military strategy. In his 1990 annual report to the President and the Congress, the Secretary of Defense Cheney addressed this concern.

The changing requirements and new roles and missions assumed by the United States forces will require strategies that rely more heavily on mobile, highly ready, well equipped forces and solid power projection capabilities. [Ref. 10:p. 6]

This need for change was clear to the decision makers. The United States needed to review its role as a global superpower and the national strategy in worldwide employment of the military forces worldwide to protect its vital interests. As a result, the U.S. military reduced its overall strength, refocused its strategy, and restructured the forces to maintain its deployability, versatility, and lethality. The U.S. Army emerged from this restructuring process as a much smaller, less forward deployed force with global orientation to be utilized in a power projection role. This modern contingency Army would allow the force to be better posed for the uncertainty of the mission, situation, and enemy in contingency operations.

C. PRESENT DOCTRINAL CONCEPTS OF MOOTW

While the U.S. military has a long history of contribution in operations that are short of war, our armed forces found themselves in remarkable demand with unprecedented frequency and scope of such operations since the end of cold war. Most of these operations involved deployments in support of peacekeeping, humanitarian assistance, crisis response, and sanction enforcement. As stated by U.S. Army General Franks, more of our troops have been deployed in operations to support national foreign policy goals and objectives since the end of cold war in 1989 than in the entire period from the end of the Vietnam War in 1975 until 1989. [Ref. 11:p. 1] From enforcing no-fly zones in Iraq to supporting peacekeeping efforts in Kosovo, the Army continues to maintain an unparalleled peacetime operational tempo. These Army assets are proving invaluable for responding to a multitude of peacetime challenges.

1. Joint Publication 3-07, *Joint Doctrine for Military Operations Than War*

In recognition of the changing world order and its subsequent effect on increased MOOTW taskings on the military, the Joint Staff has developed an initial doctrine for conducting Military Operations Other Than War. Joint Publication 3-07, *Joint Doctrine for Military Operations Other Than War*, provides a critical building block for planning and executing MOOTW. This document provides the requisite insights on how the military views MOOTW and serves as the foundation for current MOOTW tactics, techniques, and procedures. Specifically, the Joint Staff identifies six fundamental principles they believe apply to all MOOTW missions: objective, unity of effort, security, restraint, perseverance, and legitimacy. [Ref. 12:p. II-2] The first three are derived from the principles of war while the remainder are MOOTW specific (See Figure 2).

PRINCIPLES OF MILITARY OPERATIONS OTHER THAN WAR	
OBJECTIVE	Direct every military operation toward a clearly defined, decisive, and attainable objective
UNITY OF EFFORT	Seek unity of effort in every operation
SECURITY	Never permit hostile factions to acquire a military, political, or information advantage
RESTRAINT	Apply appropriate military capability prudently
PERSEVERANCE	Prepare for the measured, protracted application of military capability in support of strategic aims
LEGITIMACY	Committed forces must sustain the legitimacy of the operation and of the host government

Figure 2 [Ref. 12:p. II-2]

As the Army devotes increasingly more resources to MOOTW missions, it is imperative that the military leaders understand the fundamental principles and employ U.S. forces accordingly.

Objective. The purpose of the objective is to direct every military operation toward a clearly defined end state. Commanders at all levels must have an unambiguous understanding of the end state that constitutes mission success. However, a precise definition of end state cannot be offered in most MOOTW scenarios. This is partially due to the indefinable political objectives upon which the military objectives are derived. Additionally, the dynamic nature of MOOTW often promotes delicate changes in political objectives, known as mission creep, which in turn dictate changes in military objectives. Therefore, the military must continuously fine-tune its objectives directly, quickly, and economically in support of the operation to meet the political objectives thereby validating the legitimacy of the mission and ensuring the force security. [Ref. 12:p. II-2]

Unity of Effort. All forces involved in the operation must direct their resources toward a common purpose. Given the involvement of various nations and international agencies in most MOOTW missions, achieving an unity of effort becomes very difficult. This problem is complicated even more when each organization exercises its unique command authority and holds a divergent perspective of the mission objectives. To overcome these obstacles, liaisons acting as coordinating mechanisms must be established among the key participants. Each individual throughout the organizational chain of command must understand the formal and informal working relationships since the units at the lowest echelon may come in contact with other organizations. [Ref. 12:p. II-3]

Security. Strictly enforced security measures reduce a force's vulnerability to hostile acts, influence, or surprise. However, a force may become complacent in

MOOTW scenarios in which a clearly defined threat cannot be communicated to the troops. Despite this uncertain threat environment, commanders must prepare their troops to defend themselves whenever necessary. This security umbrella may be extended to envelope civilians and their agencies in the theater of operation. In such a case, the protection of a Non-Government Organization (NGO) may create a misperception among the local population that the NGO is aligned with the United States. Commanders need to understand that the NGO may be reluctant to accept U.S. military protection to maintain its credibility and neutrality. [Ref. 12:p. II-5]

Restraint. MOOTW are likely to be conducted under more restrictive rules of engagement (ROE) than war due to a much greater sensitivity to casualties - both of U.S. soldiers and of others. Since peacekeeping and other MOOTW activities may occur in the midst of a civilian population, ROE will likely be a significant factor in every action. Therefore, a prudent use of force must be exercised to avoid antagonizing the local population and other participants. Use of excessive force may damage the legitimacy of the organization while advancing the legitimacy of the opposing faction. Only rarely will it be possible to take action based on military considerations alone. Thus, commanders must ensure their troops know, understand, and apply the established ROE. In this regard, MOOTW may come to resemble police work, requiring those involved receive specialized training. Although the ROE should be congruent with the stated political objectives, they must not unnecessarily jeopardize the lives of military personnel. [Ref. 12:p. II-5]

Perseverance. In MOOTW missions, the commanders and their troops must be prepared for the measured, protracted application of military capability in support of political objectives. MOOTW may be of short duration or protracted due to dynamic nature of the mission. Peacetime operations may require years to achieve the desired effects or a decisive resolution because the underlying causes of conflict are often difficult to detect. MOOTW environment does not preclude decisive military action, but commanders must perform careful, informed analysis to choose the right time and place for such action. Commanders must exercise caution to balance their desire to attain objectives quickly with a sensitivity for the long-term political goals and objectives and the restraints placed on operations. These goals and objectives must be pursued with patience, persistence, and resolution. [Ref. 12:p. II-5]

Legitimacy. Before a government, group, or agency can exercise its right to govern or to make and carry out decisions, it must first gain the willing acceptance of the general population. This is often a decisive factor in MOOTW. Committed forces must sustain the legitimacy of the operation both in words and actions to embed the perception that constituted authority is both genuine and effective and employs evenhanded measures for justifiable purposes. As this perception grows stronger, the support for the operation will increase. If committed forces resolve an urgent crisis within a nation or region but undermine the legitimacy of the operation in so doing, they may have acted detrimentally against long-term political objectives. This legitimacy may be based on actions sanctioned by the United Nations or disciplined and restrained conduct of committed forces. [Ref. 12:p. II-5]

2. Army Field Manual: FM 100-5, *Operations*

To understand how the Army and its organizations function in terms of missions, organizations, personnel, and equipment, its current doctrine and training principles with supporting tactics, techniques, and/or procedures must be examined. FM 100-5, *Operations*, implements a broad range of operational themes to include joint doctrinal concepts and ratified international standardization agreements. In addition, this manual provides informational reference material relative to military operations and training that may be integrated into other doctrinal literature and publications. As such, FM 100-5 provides a comprehensive guidebook for the Army in operational environment.

In FM 100-5, the Army depicts three environmental states in the range of military operations: war, conflict, and peacetime. As illustrated in Figure 3 below, MOOTW exists in both conflict and peacetime environmental states.

Range of Military Operations				
Environmental States	Military Operations		General US Goal	Representative Examples
WAR	COMBAT	War	Fight & Win	Large Scale Combat Operations Attack Defend
CONFLICT		Military Operations	Deter War and Resolve Conflict	Peacekeeping Antiterrorism Counterinsurgency Show of Force Raid Strike Noncombatant Evacuation Operations (NEO)
PEACETIME		Other Than War	Promote Peace	Counterdrug Peace Building Nation Assistance Civil Support Disaster Relief Humanitarian Assistance

Figure 3 [Ref. 13:p. 2-1]

As such, it may require the employment of combat and noncombat capabilities. This seemingly contradictory statement is an unavoidable reality in MOOTW as evidenced by Operation Restore Hope in Somalia. This relief operation began as a humanitarian effort but soon deteriorated into a combat mission in search of Somali warlord Mohammed Farad Aidid.

In pursuit of the principal goals to deter war and promote peace, the Army's role becomes critical in achieving success in land-based operations. MOOTW missions involve ambiguous threats, unpredictable conflicts, ad hoc force packages, and a multitude of nonmilitary participants. In this uncertain environment, the Army must prepare for a mission of unknown duration and anticipate changes in operational nature and scope. The desired end state can only be achieved by carefully planning, integrating complementary capabilities, and using versatile forces. In doing so, the Army forces must effectively convince the aggressor that a credible threat of retaliation exists, the contemplated action cannot succeed, or the costs outweigh any possible gains. [Ref. 13:p. 2-1] This fluid and increasingly diplomatic MOOTW environment dictates that each MOOTW mission must be analyzed according to its purpose and intensity.

3. Army Field Manual: FM 100-7, *Decisive Force: The Army in Theater of Operations*

In accordance with the guidance provided in JP 3-07, *Joint Doctrine for Military Operations Other Than War*, FM 100-7 delineates the types of operations that are classified by the Army as MOOTW. Although this manual reflects the current understanding of MOOTW, the dynamic nature of MOOTW requires a flexible approach

by the Army in incorporating other missions that may arise in the future. The diversity of past, present, and potential future missions in MOOTW suggests this list is not all inclusive. Rather, it is a working document that will evolve as the Army faces new MOOTW missions in the changing geopolitical and socioeconomic climate. FM 100-7 delineates MOOTW according to two states of the range of military operations: *peacetime* and *conflict* as depicted in Figure 4 below.

Types of Military Operations Other Than War	
Operations in Peacetime	Operations in Conflict
Security Assistance	Combating Terrorism Antiterrorism and Counterterrorism
Nation Assistance	
Search and Rescue	Attacks and Raids
Noncombatant Evacuation	Unconventional Warfare
Peacekeeping	Insurgency and Counterinsurgency Operations
Show of Force	
Counterdrug Operation	Peace Enforcement (Operation to Restore Order)
Humanitarian Assistance and Disaster Relief	
Civil Affairs and Psychological Operation	Security Assistance Surges
Transition to Hostilities	Transition to Peacetime or War

Figure 4 [Ref. 14]

MOOTW peacetime operations require the employment of diplomatic, economic, informational, and military assets to achieve national objectives. In MOOTW conflict operations, the military, as an element of national power, takes on a more leading role than in peacetime. The primary mission of the military in MOOTW conflict operations is to control the hostilities and restore peacetime conditions to the region. However, the

state of MOOTW conflict is a unique environment in which the military commanders work closely with diplomatic leaders. The Army usually participates in such conflicts as a component of a joint organization that is an element of a multinational structure. [Ref. 14:p. 8-1]

The rising tide of MOOTW missions marks a shift in military focus from warfighting skills to more noncombat skills; one cannot deny the fact that American leadership and engagement abroad has increasingly taken the form of military intervention. General George A. Joulwan, U.S. Army, Commander in Chief of U.S. Southern Command, reaffirms the importance of MOOTW in this sentiment:

Some have said "things are not they used to be." They never are. It is a changed world from the one we knew only five years ago, and U.S. military organizations must change as well. In fact, one might say that the U.S. military is returning to normal after the anomalous Cold War era because historically "normal" operations for U.S. Forces are operations other than war. While U.S. military forces must remain ready to fight and win if required, we must now secure and reinforce the peace that has followed the end of the Cold War. [Ref. 15:p. 10]

It is clear that all commanders and their military personnel must understand the broad spectrum of MOOTW if they are to successfully accomplish their assigned missions. To further the reader's understanding of the types of MOOTW depicted in Figure 4, a detailed explanation of each type of MOOTW from FM 100-7 is provided in Appendix A of this study. [Ref. 14]

D. HISTORICAL PERSPECTIVES OF CONTINGENCY CONTRACTING

Since the early use of contingency contracting, the military commanders on the battlefield realized the need to furnish their armies with supplies beyond what they could

plunder, pillage, or loot. These methods of supplying the forces were unreliable and often failed to meet the essential needs of the soldiers. Eventually, the military leaders sought the services of civilian contractors to purchase and bring supplies to the armies. From its beginning, the U.S. Army learned the importance of contingency contracting in providing logistics support to its militia forces. In the Revolutionary War, the Army relied heavily on contract transportation to move troops and supplies.

However, it was not until the Civil War that a dramatic improvement of the logistics infrastructure in the Army took place. The Army assigned its contracting officers in the Quartermaster Corps in support of the front line divisional units. By collocating these contracting officers with combat elements, the Army shortened its logistics train considerably, thus vastly improving the supply support to the field commanders and their troops. [Ref. 16:p. 32] Furthermore, the Civil War Food & Foraging Act, 41 USC 11, provided the legal means for the contracting officer to expedite the procurement process.

No contract or purchase should be made unless authorized by law and under an appropriation, except in the Departments of the Army, Navy, and Air Force, for clothing, subsistence, forage, fuel, quarters, transportation, or medical and hospital supplies, which, however, shall not exceed the necessities of the current year. [Ref. 17:p. 68]

As evidenced later in Desert Shield, the passage of this Act marked an important milestone in contingency contracting because it allowed the CCOs to procure the required goods and services in absence of specifically authorized funds.

During the two major wars in American history, World War I and World War II, the CCOs experienced relatively uncomplicated procurement process. In accordance with

10 USC 101(a)(13), a contingency operation of the Department of Defense (DoD) may be declared either by:

- a. The Secretary of Defense when members of the Armed Forces may become involved in military actions against an enemy of the United states or
- b. The President or the Congress when members of the uniformed forces are called on active duty (a reserve component mobilization) under Title 10, United States Code, or any provision of law during a declared war or national emergency. [Ref. 3:p. 2-6]

As such, the United States relied heavily on the nationwide industrial mobilization to capitalize on its vast resources in support of the war effort. A significant share of goods and services was procured within the borders of the U.S. and shipped across the oceans to support the wars. When the number of shipments increased drastically and began to place a heavy burden on the military's airlift and sealift assets, the use of small purchasing procedures became common and widely used. Using these contracting measures, the military circumvented the shipping lag by capitalizing on the allies' resources to fill its urgent requirements. [Ref. 18:p. 8]

In 1950, the unexpected invasion by NKPA and the possible fall of the Republic of South Korea created a crisis situation that necessitated a quick deployment of U.S. troops to signal our resolve and to deter further aggression. Due to the lack of logistics infrastructure of the deployed forces in Korea, the war effort relied heavily on contingency contracting to meet the requirements of unit commanders and their troops. From the onset of this conflict, goods and services were contracted from Japan and Korea to sustain the U.S. forces in Korea. [Ref. 19:p. 8] In essence, this was the first time in which contingency contracting was used to a large degree in augmenting the organic

combat service support assets of deployed forces. However, numerous problems were encountered with procurement of goods and services from local vendors in South Korea.

South Koreans were not properly prepared to sell goods and services to the USFK (United States Forces Korea). The people of the US procurement agency even had to teach Koreans how to cultivate sanitary vegetables, how to follow US procurement specifications, and other procedures. [Ref. 20:p. 80]

Further contracting problems to those previously encountered in Korea surfaced during the Vietnam Conflict. During this conflict, the CCO's authority was significantly limited because this operation was classified as a nondeclared contingency. A nondeclared contingency operation is any DoD contingency operation that does not meet the criteria in paragraphs a and b of 10 USC 101(a)(13) mentioned above. [Ref. 3:p. 2-6] As noted by many military scholars, "the very essence of mobility planning and material support is based on the declaration of a national emergency." [Ref. 17:p. 37] In absence of this element, the boundaries of CCO's authority were limited by the applicable federal acquisition laws and regulation during this period. Even so, the CCOs were able to utilize the contracting avenues formerly established in Korea to offset the commercial shipping lag times from the United States. [Ref. 21:p.37]

Following the model of Korea and Vietnam, the U.S. policymakers in 1983 once again called on the DoD in response to a threat to American interests from Grenada. A group of militant Marxists with anti-U.S. sentiments had overthrown the country's leader and posed an immediate threat to the nearly six hundred American medical students living in Grenada. The goals of this hastily mounted joint contingency operation were to rescue American citizens, restore a popular native government, and eliminate a perceived

threat to the stability of the Caribbean and American strategic interests in Grenada. The initial invasion and subsequent occupation of the island did not necessitate immediate contracting support because the American attacking forces were self-contained. However, the need for contracting grew out of the military's follow-on mission to clean up and rebuild the island upon completion of the combat operations. With the use of small purchase procedures and local contracts for supplies, labor, and construction equipment, the CCOs contributed greatly to mission success. [Ref. 22:p. 10] The constraints imposed on the CCOs and the contracting methods used by them in Grenada are similar to those seen in Korea and Vietnam. These similarities clearly suggest that the observed constraints and contracting methods are more indicative of MOOTW than declared contingencies in establishing the parameters for the CCOs.

E. CHAPTER SUMMARY

Prior to understanding the critical demands placed on the CCOs in MOOTW and how these contracting professionals can best prepare themselves to meet these demands, numerous contributing factors must be carefully identified and analyzed. The current portrait of geopolitical and socioeconomic profile reflects a state of affairs in which "the right to resort to violence, instead of being monopolized by an all-powerful state, is diffused in the hands of family heads, tribal chieftains, feudal noblemen, and the like," [Ref. 23:p. 14]. In this new world order, it is clear that American leadership and intervention in third-world conflicts must remain to keep global peace, rebuild nations, and assist in humanitarian missions.

It is highly probable that the U.S. Army's participation in joint operations and in multinational environment will continue. The CCO is an integral member of any Army task force and must be intimately familiar with doctrinal concepts that govern the parameters of MOOTW missions. These contracting professionals must procure the goods and services required by the deployed forces because the mission success may depend on their ability to execute this essential task. The challenges of modern warfare, and logistics support in particular, have grown exponentially, but the CCO's fundamental mission has remained the same.

Historically, the military's reliance on contingency contracting covered all facets of general logistics support to include food, laundry, sanitation, shower service, security, recreation, translator service, terminal and base camp operations, water and power production, and medical service support. Contingency contracting in MOOTW environment does not significantly differ from peacetime contracting. Although one could argue that the procurement laws and regulations impede contingency contracting efforts, these same laws and regulations pose obstacles even in peacetime when the need is immediate. The CCO must never forget this basic premise that stands true for any procurement action: the more time spent in planning and training for certain types procurement situation, the more likely that you will succeed in meeting the user's requirements. Even when the urgency of need is great, the CCO must prevail over the constraints placed on him by laws, regulations, and circumstances to provide his customer with the right resource in the right quantity and at the right time.

III. STRUCTURE OF CONTINGENCY CONTRACTING IN MOOTW

A. INTRODUCTION

The principal purpose of contingency contracting is to supplement the logistical requirements of deployed units not satisfied by either the Logistic Civil Augmentation Program (LOGCAP), Host Nation Support (HNS), or organic military Combat Service Support (CSS) assets. This process allows the CCOs to procure goods and services from locally available sources to meet the needs of deployed Army units and reduce their dependency on logistic shipments from CONUS. This chapter presents information gathered concerning the structure of contingency contracting in MOOTW that governs the environment in which the CCOs must operate. First, the placement of CCOs within FORSCOM organizations, specifically Division Support Command (DISCOM) and Corps Support Command (COSCOM), is examined. Second, this chapter identifies the regulatory and statutory requirements to which the CCOs must adhere when entering into contingency procurement actions. Lastly, the exceptions to regulatory and statutory requirements, existing authorities, deviations, and waivers that are most applicable to MOOTW contracting environment are presented. These means to expedite the contract actions offer relief to the CCOs in their contracting efforts to support the deployed forces. The primary objective of this chapter is to educate the CCOs and to familiarize the FORSCOM commanders as to the boundaries that establish the framework of contingency contracting in MOOTW environment.

B. CCO ASSIGNMENT IN FORSCOM ORGANIZATIONS

The United States Army Forces Command (FORSCOM) is a major Army command and the Army component of U.S. Atlantic Command. Its primary mission is to train, mobilize, deploy and sustain combat ready forces capable of operating in a joint and combined environment to meet worldwide operational commitments. This unique mission of FORSCOM focuses on its capacity to rapidly deploy Combat, Combat Support (CS), and Combat Service Support (CSS) units and is critical to the Army's ability to achieve operational success in MOOTW commitments. The significance of this critical mission is clearly conveyed in the following paragraph from FORSCOM Regulation 350-1:

As the heart of America's power projection army, it is critical for FORSCOM units to execute deployment training often and to standard. Deployment training for mobilization, as well as other contingencies, should be integrated into combat, CS, and CSS, and non-deploying installation support units' activities throughout the training year. [Ref. 24:p. 23]

With the advent of the Rapid Deployment Force (RDF) in FORSCOM, the Army relies heavily on the combat readiness and deployability of these brigade-sized units, approximately 3,000 soldiers, to respond to any contingency operations on short notice.

Following the Persian Gulf War, the Army created the CCOs to support the force commanders beyond their organic logistics support capabilities. Each FORCOM division in the continental United States (CONUS) is currently authorized two CCOs. They are normally assigned to the DISCOM. At the corps level, CCO's are authorized on the COSCOM staff and within elements of the COSCOM. Typically, a total of 6 to 10 CCOs

are assigned to the COSCOM. The senior CCO in the corps is a lieutenant colonel who acts as the chief of the corps acquisition section. The chief of the corps acquisition section has the overall responsibility to plan and execute contingency contracting for the corps, train subordinate CCOs and contract support personnel, and advise the COSCOM and corps commanders on all aspects of contingency contracting.

Prior to the current CCO assignment policy, the contracting officers in FORSCOM organizations were assigned to a post procurement office in peacetime but were expected to accompany the operational units in event of contingency deployment. This erratic relationship between the CCOs and the operational units made the task of establishing a solid working relationship virtually impossible. The following extract from a previous study reflects the inherent dilemma in this policy.

A fragmented grouping of uncoordinated contingency contracting organizations exists in the United States Army today. These organizations perform very esoteric contingency contracting functions for the specific military units to which they are assigned. Often, there is little upward, downward, or lateral flow of information or interaction regarding contingency contracting. [Ref. 25:p. 27]

This lack of communication between the CCOs and the operational units in preparation for deployment frequently resulted in less than optimal logistical support.

Additionally, a general lack of understanding by the operational commanders and their senior staff officers of the CCO's capability to provide essential logistical support to the deployed units further exacerbated the situation. Although the CCO is an integral player in the operational commander's staff and assists the logistics personnel in fulfilling

requirements in the predeployment and deployment phases of an operation, this sentiment was not always shared by other key players as noted below.

It is interesting to note that the perceptions of those most involved with contingency contracting are, that some senior staff officers know nothing about the mechanics of procurement, except that if funds are expended improperly, grave consequences follow. The observation was made that procurement is held to be a potentially embarrassing and legally hazardous function that is better left to the subordinate logistics operators, rather than to risk one's career. [Ref. 25:p. 33]

Arguably, these misleading perceptions are still widely held by commanders and their senior staff officers even in today's operational environment. Consequently, the ill-advised tendency of separating the contingency contracting function from the other staff functions continues as the accepted norm. This practice negatively impacts the CCO's ability to work in concert with logistics personnel (S-4, G-4, and J-4) and host nation support elements (S-5, G-5, and J-5) to provide the commander with a comprehensive picture of where goods and services can be obtained to support the operation.

Fortunately, the Army's concept of contingency contracting has continued to evolve as more units have deployed world-wide in contingency missions. In fact, the contribution of contingency contracting to the Army's ability to marshal, transport, and distribute large quantities of material to deployed units is slowly gaining recognition as a decisive differentiation factor between mission success and mission failure. The lessons from previous deployments provided a valuable insight as to the placement of CCOs in FORSCOM. As reflected by an in-depth study conducted in 1992, the CCOs felt that a change in assignment policy had to be made.

The consensus of those interviewed was to have a contracting officer responsible for each division. Not, however, assigned to the division.

This contracting officer would handle all the contract actions above \$2,500 and monitor the actions of ordering officers in the division. It was felt that the bulk of purchases could be obtained at the battalion level by organic personnel trained as ordering officers. [Ref. 1:p. 38]

This habitual relationship between the CCO and his responsible division would eliminate the learning curve gap that existed in the previous policy that haphazardly selected contracting officers to deploy with units with whom they had not trained.

This idea of establishing a habitual relationship is the foundation for the current CCO assignment policy in FORSCOM. This relationship allows the CCO to establish a personal rapport with members of the staff and become an active player in the team. By working with the operational commander and his staff, the CCO can familiarize himself with the Concept Plan (CONPLAN), Operations Plan (OPLAN), Operations Order (OPORD), and any other operations related documents that give details on the unit's potential contingency deployment scenarios. This knowledge can assist the CCO to acquire a firm grasp of the unit's organic logistics infrastructure and sufficiently anticipate the future logistics requirements when the unit is called on a deployment.

The CCO position in the Army is usually the initial contracting specialty (51C now, formerly 97A) officer assignment in the career progression model for the new entrants to the Army Acquisition Corps. For a typical 51C officer, the extent of his contracting knowledge has been and still is limited to formal training through the acquisition branch in rudimentary contracting subjects. Therefore, the most recent change to CCO assignment policy in FORSCOM emphasized the need to train these contracting professionals during their non-deployment time periods as seen below:

The mission for all contingency contracting officers (CKO) and Procurement NCOs (KNCO) assigned to FORSCOM is to train and be fully qualified to deploy worldwide to accomplish its contracting mission. Most FORSCOM CKOs and KNCOs are serving in their initial procurement assignment making their training critical to their successful mission performance. When not deployed, CKOs and KNCOs at corps and division level will be placed in a contingency contracting section (CCS) at the COSCOM/DISCOM level under the control of the senior CKO assigned. They will perform their daily duties at the installation's Directorate of Contracting (DOC) to train and learn skills necessary to perform independently during deployments. [Ref. 24:p. 25]

The CCO's on-the-job training (OJT) at the installation's directorate of contracting (DOC) allows him to receive hands-on training from the military and civilian personnel who normally support the units on the installation. Along with this training, the CCO participates with the assigned unit to conduct deployment planning for contingency operations

C. REGULATORY AND STATUTORY REQUIREMENTS

The prevailing theme in the federal acquisition laws and regulations is to correct the deficiencies in peacetime contracting procedures. Even though an argument can be made that these laws and regulations hinder the CCO's ability to support the deployed forces in MOOTW mission, the CCO is expected to comply with the spirit and letter of the laws and regulations that govern the federal acquisition process. A common contingency contracting scenario in MOOTW mission involves an immature contracting environment in an area with little or no existing logistics infrastructure, few local vendors, and even fewer, if any, available vendors who have previous contracting experience with the United States. Even in this dire situation, the CCO must understand these legal and regulatory guidelines and operate within their constraints. This

knowledge can effectively enhance the CCO's ability to function proficiently in MOOTW environment by allowing him to use the laws and regulations to help rather than encumber the contracting efforts.

By definition, the MOOTW environment involves a wide range of activities where the military instrument of national power is used in absence of a declaration of national emergency or war. The constraints of peacetime procurement system in contracting in MOOTW entail a multitude of statutory and regulatory requirements that require the CCO's interpretation and implementation. Even as the debate continues regarding the effect of the peacetime procurement system on contingency contracting, the CCO must have a comprehensive knowledge of this subject. Since this volume of statutory and regulatory requirements is considerable, the following list provides an abbreviated look at those laws and regulations that have most significant impact on contingency contracting.

The Competition in Contracting Act (CICA). Section 2304, Contracts: Competition Requirement, Chapter 137, Procurement Generally, Part IV, Service, Supply, and Procurement in Title 10 of United States Code emphasizes the CICA requirement to promote full and open competition. Full and open competition requires the contracting officer to implement the process by which all responsible offerors are allowed to compete. This implementation of competitive procedures should be tailored to best suit the circumstances of the contract action and be consistent with the need to fulfill the Government's requirements efficiently. Part (a) reads as follows:

- (1) Except as provided in subsections (b), (c), and (g) and except in the case of procurement procedures otherwise expressly authorized by statute,

the head of an agency in conducting a procurement for property or services-

- (A) shall obtain full and open competition through the use of competitive procedures in accordance with the requirements of this chapter and the Federal Acquisition Regulation; and
 - (B) shall use the competitive procedure or combination of competitive procedures that is best suited under the circumstances of the procurement.
- (2) In determining the competitive procedure appropriate under the circumstances, the head of an agency --
- (A) shall solicit sealed bids if --
 - (i) time permits the solicitation, submission, and evaluation of sealed bids;
 - (ii) the award will be made on the basis of price and other price-related factors;
 - (iii) it is not necessary to conduct discussions with the responding sources about their bids; and
 - (iv) there is a reasonable expectation of receiving more than one sealed bid; and
 - (B) shall request competitive proposals if sealed bids are not appropriate under clause (A). [Ref. 26]

The Federal Acquisition Streamlining Act (FASA). The FASA incorporates a number of changes in the way goods and services at, or below, \$100,000 are procured. Specifically, this Act replaces the \$25,000 threshold with a new Simplified Acquisition Threshold (SAT) of \$100,000 [Ref. 26] once a procuring activity certifies that it has achieved certain electronic commerce (FACNET) capabilities and are using them.

31 U.S.C. Sect. 1341: Anti-Deficiency Act. This Act requires that no officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations unless otherwise authorized by law. Any Government person who encourages a contractor to continue work in the absence of funds incur a violation that may subject him or her to civil or criminal penalties. Before executing any contract, the contracting officer must take the following actions:

- (a) Obtain written assurance from responsible fiscal authority that adequate funds are available or
- (b) Expressly condition the contract upon availability of funds in accordance with 32.703-2. [Ref. 26]

The CCO's awareness of this Act and its implications is significant in a MOOTW environment because of its uncertain nature. In a typical MOOTW scenario, the sufficient funds to cover the entire mission cannot be readily identified in advance due to unspecified timeline and flexible mission scope. Upon learning that the contractor is approaching the limit of the funds allotted, the CCO must promptly obtain additional funding to ensure the contract's continuation. If this is not possible, he must notify the contractor in writing that the contract is not to be further funded. The contractor is then entitled by the contract terms to stop work when the funding or cost limit is reached, and any work beyond the funding or cost limit comes at the contractor's own risk. [Ref. 26]

Federal Acquisition Regulation Part 5: Publicizing Contract Actions. The Commerce Business Daily (CBD) is the public notification media by which U.S. Government agencies identify proposed contract actions and contract awards. According to Subpart 5.002, the intent of this policy to publicize contract actions is threefold:

- (a) Increase competition;
- (b) Broaden industry participation in meeting Government requirements; and
- (c) Assist small business concerns, small disadvantaged business concerns, and women-owned small business concerns in obtaining contracts and subcontracts. [Ref. 26]

In addition, Subpart 5.101 describes the methods of information dissemination to the public on contract actions over the SAT threshold and those under the SAT threshold but

over \$10,000. These notices to the public must fulfill the statutory time frames as mandated under Subpart 5.203, Publizing and Response Time.

5.101 -- Methods of Disseminating Information.

(a) As required by the Small Business Act (15 U.S.C.637(e)) and the Office of Federal Procurement Policy Act (41 U.S.C.416), contracting officers shall disseminate information on proposed contract actions as follows --

- (1) For proposed contract actions expected to exceed \$25,000, by synopsisizing in the Commerce Business Daily (CBD) (see 5.201); and
- (2) For proposed contract actions expected to exceed \$10,000, but not expected to exceed \$25,000, by displaying in a public place, including on an electronic bulletin board, or any other appropriate electronic means located at the contracting office issuing the solicitation, an unclassified notice of the solicitation or a copy of the solicitation satisfying the requirements of 5.207(c) and (f). The notice shall include a statement that all responsible sources may submit a quotation which, if timely received, shall be considered by the agency. Such information shall be posted not later than the date the solicitation is issued, and shall remain posted for at least 10 days or until after quotations have been opened, whichever is later. [Ref. 26]

Federal Acquisition Regulation Part 6: Competition Requirements. This part in the FAR prescribes policies and procedures to promote full and open competition in the acquisition process in accordance with the CICA guidelines. One particular section of this part, Subpart 6.302, needs to be noted since it offers seven distinct exceptions to full and open competition. Circumstances Permitting Other Than Full and Open Competition under FAR 6.302 are as follows:

- 6.302-1 – Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements;
- 6.301-2 – Unusual and Compelling Urgency;
- 6.301-3 – Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services;
- 6.301-4 – International Agreement;
- 6.301-5 – Authorized or Required by Statute;

6.301-6 – National Security; and
6.301-7 – Public Interest. [Ref. 26]

However, the CCO should take notice of the fact that he cannot commence negotiations for a sole source contract, commence negotiations for a contract resulting from an unsolicited proposal, or award any other contract without providing for full and open competition unless the following criteria are met:

- (1) Justifies, if required in 6.302, the use of such actions in writing;
- (2) Certifies the accuracy and completeness of the justification; and
- (3) Obtains the approval required by 6.304. [Ref. 26]

Federal Acquisition Regulation Part 13: Simplified Acquisition Procedures.

In the spirit of the FASA, FAR Part 13, Subpart 13.003, further elaborates on the simplified acquisition procedures by providing regulatory guidelines. These guidelines are especially relevant to a MOOTW environment because they address the use of the commercial purchase card in the simplified acquisition procedures. The newly established \$100,000 threshold for purchases of goods and supplies gives the CCO the flexibility to use the commercial purchase card whenever and wherever possible. As a result, the CCO can use the commercial purchase card as a contract payment option in cases where the paying agent cannot be in the same location or country where the supplier is located. However, the CCO must ensure that appropriate funds are available to make the necessary payments to the suppliers. As seen below, the DoD policy encourages the CCOs to use the simplified acquisition procedures in their procurement actions. But, this policy also warns the CCOs against using these procedures to break down requirements in order to avoid exceeding the purchase threshold. [Ref. 26]

13.003 -- Policy.

(a) Agencies shall use simplified acquisition procedures to the maximum extent practicable for all purchases of supplies or services not exceeding the simplified acquisition threshold (including purchases at or below the micro-purchase threshold).

(b) Omitted.

(c) The contracting officer shall not use simplified acquisition procedures to acquire supplies and services if the anticipated award will exceed the simplified acquisition threshold (or \$5,000,000, including options, for acquisitions of commercial items using Subpart 13.5). Do not break down requirements aggregating more than the simplified acquisition threshold (or for commercial items, the threshold in subpart 13.5) or the micro-purchase threshold into several purchases that are less than the applicable threshold merely to --

(1) Permit use of simplified acquisition procedures; or

(2) Avoid any requirement that applies to purchases exceeding the micro-purchase threshold.

(d) An agency that has specific statutory authority to acquire personal services (see 37.104) may use simplified acquisition procedures to acquire those services.

(e) Agencies shall use the Governmentwide commercial purchase card and electronic purchasing techniques to the maximum extent practicable in conducting simplified acquisitions. [Ref. 26]

Federal Acquisition Regulation Part 25: Foreign Acquisition. This part in the FAR provides policies and procedures to implement the Buy American Act, the Balance of Payments Program, purchases under the Trade Agreements Act of 1979, and other laws and regulations that pertain to acquiring foreign supplies, services, and construction materials. This part also provides policies and procedures pertaining to international agreements, customs and duties, the clause at 52.215-2, Audit and Records -- negotiation, and use of local currency for payment. The extent of implication of the buy American Act on the CCO depends on the area in which the MOOTW mission is taking place. In Subpart 25.1, the Buy American Act requires that only domestic end products be

acquired for public use. In other words, the CCOs are waived from the requirement to buy U.S. goods under the Buy American Act when purchases meet the following criteria:

- (1) For use outside the United States;
- (2) For which the cost would be unreasonable, as determined in accordance with 25.105;
- (3) For which the agency head determines that domestic preference would be inconsistent with the public interest;
- (4) That are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities, of a satisfactory quality (see 25.108); or
- (5) Purchased specifically for commissary resale. [Ref. 26]

In Subpart 25.3, the policy and procedures for the Balance of Payments Program are discussed. This Program differs from the Buy American Act in that the Buy American Act applies only to acquisitions for use inside the United States, while the Balance of Payments Program applies to acquisitions for use outside the United States. This Program allows the CCO to procure foreign end products or services for use outside the United States if any of the following conditions are met:

- (1) The estimated cost of the product or service is at or below the simplified acquisition threshold.
- (2) Perishable subsistence items are required and the agency head, or a designee, determines that delivery from the United States would significantly impair their quality at the point of consumption.
- (3) The agency head, or a designee, determines that a requirement can only be filled by a foreign end product or service, and that it is not feasible to forgo filling it or to provide a domestic substitute (see 25.108).
- (4) The acquisition is for ice, books, utilities, communications, and other materials or services that, by their nature or as a practical matter, can only be acquired or performed in the country concerned and a U.S. Government capability does not exist.
- (5) Subsistence items are required specifically for resale in overseas commissary stores.
- (6) The acquisition of foreign end products or services is required by a treaty or executive agreement between governments.
- (7) Petroleum supplies and their by-products as listed and defined in 25.108 are required.

- (8) The end products or services are paid for with excess or near-excess foreign currencies (see 25.304).
- (9) The end products or services are mined, produced, or manufactured in Panama and are required by and of the use of United States Forces in Panama. [Ref. 26]

In Subpart 25.5, the use of foreign currency in procurement actions outside the United States is addressed. The CCO needs to be aware of any specific currency requirement made by international agreement or by the Trade Agreements Act. If there is no such requirement, the CCO stipulates in a solicitation the type of currency that need to be in submission of offers. In addition, it is in the CCO's discretion to permit submission of offers in other than a specified currency in unusual circumstances. Undoubtedly, it is a prudent practice to require all offers to be priced in the same currency to ensure a fair evaluation of offers. However, the CCO must convert the offered prices to U.S. currency for evaluation purposes if submission of offers in other than a specified currency is granted. In determining the best value to the Government, the contracting officer must use the current market exchange rate from a commonly used source to evaluate the best and final offers. [Ref. 26]

Federal Acquisition Regulation Part 37: Service Contracting. One particular section in Part 37 that draws the CCO's attention is Subpart 37.104, which addresses the issue of personal service contracts. A personal services contract that establishes an employer-employee relationship between the Government and the contractor's personnel is generally prohibited by law. However, this issue is significant because a majority of MOOTW missions in third world countries involve interpreter services. The perception of employer-employee relationship under the interpreter service contract is difficult to

avoid because the interpreters are normally subject to the relatively continuous supervision and control of Government officers or employees. Given this risk for misperception, the CCO's responsibility for ensuring that a proposed contract for interpreter services is proper and in compliance with FAR Subpart 37.103 becomes paramount. To ensure a service contract does not violate the civil service laws, the contracting officer must execute the following tasks:

- (1) Determine whether the proposed service is for a personal or nonpersonal services contract using the definitions in 37.101 and the guidelines in 37.104;
- (2) In doubtful cases, obtain the review of legal counsel; and
- (3) Document the file (except as provided in paragraph (b) of this section) with --
 - (i) The opinion of legal counsel, if any,
 - (ii) A memorandum of the facts and rationale supporting the conclusion that the contract does not violate the provisions in 37.104(b), and
 - (iii) Any further documentation that the contracting agency may require. [Ref. 26]

D. RELIEF AVAILABLE TO CCO FROM REGULATORY AND STATUTORY REQUIREMENTS

Because of the urgent priority nature of most supplies and services required in MOOTW, the CCO can expect a certain relaxation of regulatory and statutory requirements. The level of relaxation depends on the seriousness of MOOTW mission. But, it is very likely that these requirements would be relaxed to the extent permissible, practicable, and necessary to grant the CCO the requisite authority to accomplish the assigned mission. When this has not been the case, the culprit often proves to be a general lack of knowledge on the CCO or the entire contracting chain. The CCO cannot passively expect the higher headquarters to anticipate his needs on the ground. It is

incumbent on the CCO to actively seek the requisite authorities and responsibilities to be delegated to his level if he is to successfully support the mission of deployed forces. In order to advance the CCO's knowledge, this section addresses the exceptions to regulatory and statutory requirements that are applicable to MOOTW environment. In addition, this section provides the CCO with existing authorities to expedite contracting actions along with deviations and waivers that can significantly assist the CCO's contracting efforts.

The Competition in Contracting Act (CICA). As mentioned previously in the discussion of Part (a) of the CICA, some of the exceptions to full and open competition are cited in Part (b) of the same Act. This part is most applicable to domestic disaster or emergency relief operations, which can range from domestic natural and man-made disasters to civic disturbances to terrorist activities within the United States. As a subset of MOOTW, the DoD supports the civilian relief efforts to mitigate the results of disasters and emergencies, such as hurricanes, earthquakes, floods, oil spills, and riots. Although the CCO does not have the authority to implement these exceptions to the competition requirement, he can readily access the Head of Contracting Activity (HCA) and effectively request relief by providing advance notice and justification of the need. If the CCO can adequately justify a need and is granted a waiver based on the criteria listed below, the procurement actions in MOOTW can be expedited to provide more timely response to the supported unit's requirements. Part (b) of Section 2304, 10 U.S.C, reads as follows:

- (1) The head of an agency may provide for the procurement of property or services covered by this chapter using competitive procedures

but excluding a particular source in order to establish or maintain an alternative source or sources of supply for that property or service if the head of the agency determines that to do so --

- (A) would increase or maintain competition and would likely result in reduced overall costs for such procurement, or for any anticipated procurement, of property or services;
 - (B) would be in the interest of national defense in having a facility (or a producer, manufacturer, or other supplier) available for furnishing the property or service in case of a national emergency or industrial mobilization; or
 - (C) would be in the interest of national defense in establishing or maintaining an essential engineering, research, or development capability to be provided by an educational or other nonprofit institution or a federally funded research and development center;
 - (D) would ensure the continuous availability of a reliable source of supply of such property or service;
 - (E) would satisfy projected needs for such property or service determined on the basis of a history of high demand for the property or service; or
 - (F) in the case of medical supplies, safety supplies, or emergency supplies, would satisfy a critical need for such supplies.
- (2) The head of an agency may provide for the procurement of property or services covered by this section using competitive procedures, but excluding concerns other than small business concerns in furtherance of sections 9 and 15 of the Small Business Act (15 U.S.C.638, 644) and concerns other than small business concerns, historically Black colleges and universities, and minority institutions in furtherance of section 2323 of this title.
- (3) A contract awarded pursuant to the competitive procedures referred to in paragraphs (1) and (2) shall not be subject to the justification and approval required by subsection (f)(1).
- (4) A determination under paragraph (1) may not be made for a class of purchases or contracts. [Ref. 26]

Another set of exceptions to full and open competition is mentioned in Part (c) which authorizes the HCA to use procedures other than competitive procedures. This part is critical to the CCO who is supporting a deployment outside the United States. As mentioned previously, a MOOTW mission in a third world country most likely occurs in an immature contracting environment with little or no existing local vendor support.

Additionally, the uncertainty of MOOTW environment may impose unforeseen and immediate logistical requirements on the deployed forces. This part recognizes the constraints placed on the CCO in MOOTW environment and offers relief in these circumstances. Part (c) of Section 2304, 10 U.S.C, specifies that the head of an agency may use procedures other than competitive procedures only when:

- (1) the property or services needed by the agency are available from only one responsible source or only from a limited number of responsible sources and no other type of property or services will satisfy the needs of the agency;
- (2) the agency's need for the property or services is of such an unusual and compelling urgency that the United States would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals;
- (3) it is necessary to award the contract to a particular source or sources in order:
 - (A) to maintain a facility, producer, manufacturer, or other supplier available for furnishing property or services in case of a national emergency or to achieve industrial mobilization, or
 - (B) to establish or maintain an essential engineering, research, or development capability to be provided by an educational or other nonprofit institution or a federally funded research and development center, or
 - (C) to procure the services of an expert for use, in any litigation or dispute (including any reasonably foreseeable litigation or dispute) involving the Federal Government, in any trial, hearing, or proceeding before any court, administrative tribunal, or agency, or in any part of an alternative dispute resolution process, whether or not the expert is expected to testify;
- (4) the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or the written directions of a foreign government reimbursing the agency for the cost of the procurement of the property or services for such government, have the effect of requiring the use of procedures other than competitive procedures;
- (5) subject to subsection (j), a statute expressly authorizes or requires that the procurement be made through another agency or from a specified source, or the agency's need is for a brand-name commercial item for authorized resale;

- (6) the disclosure of the agency's needs would compromise the national security unless the agency is permitted to limit the number of sources from which it solicits bids or proposals; or
- (7) the head of the agency --
 - (A) determines that it is necessary in the public interest to use procedures other than competitive procedures in the particular procurement concerned, and
 - (B) notifies the Congress in writing of such determination not less than 30 days before the award of the contract. [Ref. 26]

Federal Acquisition Reform Act (FARA). In 1996, FARA made several significant changes to the justification and approval (J&A) thresholds for the use of other than full and open competition. With these significant changes to the J&A thresholds, the CCO can now justify and approve procurement actions using other than full and open competition up to \$500,000. For acquisitions over \$500,000 but equal to or less than \$10,000,000, the J&A authority is the procurement activity's competition advocate. The J&A authority for acquisitions over \$10,000,000 but equal to or less than \$50,000,000 is the HCA. For acquisitions over \$50,000,000 the J&A authority remains with the senior procurement executive of the agency. [Ref. 26]

Federal Acquisition Regulation Part 1: Federal Acquisition Regulation System. Subpart 1.4 addresses the deviations from FAR. The expressed policy is that deviations from the FAR may be granted as specified in this subpart unless precluded by law, executive order, or regulation. If the situation warrants, this policy permits the CCO to submit in advance a request for deviation necessary to meet the anticipated needs and requirements in support of deployed forces.

1.403 -- Individual Deviations.

Individual deviations affect only one contracting action, and, unless 1.405(e) is applicable, may be authorized by agency heads or their

designees. The justification and agency approval shall be documented in the contract file.

1.404 -- Class Deviations.

Class deviations affect more than one contracting action. When it is known that a class deviation will be required on a permanent basis, an agency should propose an appropriate FAR revision to cover the matter.

(a) Omitted.

(b) For DOD, class deviations shall be controlled, processed, and approved in accordance with the Defense FAR Supplement.

1.405 -- Deviations Pertaining to Treaties and Executive Agreements.

(a) "Executive agreements," as used in this section, means Government-to-Government agreements, including agreements with international organizations, to which the United States is a party.

(b) Any deviation from the FAR required to comply with a treaty to which the United States is a party is authorized, unless the deviation would be inconsistent with FAR coverage based on a law enacted after the execution of the treaty.

(c) Any deviation from the FAR required to comply with an executive agreement is authorized unless the deviation would be inconsistent with FAR coverage based on law. [Ref. 26]

The underlying intent of this policy is to promote the development and testing of new techniques and methods of acquisition. [Ref. 26] Therefore, the CCO should not shy away from requesting a deviation from FAR if the situation justifies the action.

Federal Acquisition Regulation Part 5: Publicizing Contract Actions. Under FAR 5.202(a)(2), the CCO does not need to submit the notice or synopsis of proposed contract action when he determines that the need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured with a delay in award of a contract. However, a contract awarded using this authority must be supported by a written justification with a certification of its accuracy and completeness. This justification requires a written approval under the following criteria:

- (1) For a proposed contract not exceeding \$500,000, the contracting officer's certification will serve as approval unless a higher approving level is established in agency procedures.
- (2) For a proposed contract over \$500,000 but not exceeding \$10,000,000, by the competition advocate for the procuring activity.
- (3) For a proposed contract over \$10,000,000 but not exceeding \$50,000,000, by the head of the procuring activity, or a designee who is a general or flag officer.
- (4) For a proposed contract over \$50,000,000, by the senior procurement executive of the agency. [Ref. 26]

Furthermore, the CCO is authorized to submit a justification and receive an approval after a contract award if the preparation and approval prior to award would unreasonably delay the procurement. Additional exceptions to publicizing contract actions are available to the CCO who is supporting a MOOTW mission outside the United States. The notice or synopsis of proposed contract action is not required when:

FAR 5.202(a)(3) -- the procurement source is specified by a written direction of a foreign government reimbursing the agency or by the terms of an international agreement or a treaty between the United States and a foreign government or international organizations.

FAR 5.202(a)(12) -- the contract action will be made and performed outside the United States, its possessions, or Puerto Rico, and only local sources will be solicited.

FAR 5.202(a)(13)(i) -- the contract action is for an amount not expected to exceed the simplified acquisition threshold. [Ref. 26]

Federal Acquisition Regulation Part 6: Competition Requirements. In compliance with Paragraph 2, Part (c) in Section 2304 of 10 U.S.C., FAR 6.3022(a)(2) permits the CCO an exception from full and open competition. The basis for this exception is an urgent need for the supplies or services under an unusual and compelling situation that would seriously injure the Government unless the number of sources in solicitation is limited. Additionally, full and open competition is not applicable to

contracts awarded using the simplified acquisition procedures under the small purchase threshold of \$2,500. However, the CCO cannot divide a proposed purchase or contract for an amount above the small purchase threshold into several purchases or contracts for lesser amounts in order to use the small purchase procedures. Furthermore, the CCO must promote competition to the maximum extent practicable even when using the simplified acquisition procedures. [Ref. 26]

Federal Acquisition Regulation Part 13: Simplified Acquisition Procedures.

As discussed earlier, the DoD policy on simplified acquisition procedures provides the CCO with flexibility to respond in a more timely manner to the supported force's requirements. The use of commercial purchase card allows the CCOs to act as their own paying agents and offers real savings to the Government in terms of the costs associated with the deployment of paying agents. Additionally, the payment period to local suppliers can be drastically reduced with the use of commercial purchase card. Whereas the suppliers sometimes must wait more than 45 days to receive the U.S. Treasury check payments, the commercial purchase card can credit their bank accounts usually within 3 days.

Additionally, FAR 13.106(b)(1) gives the authority to solicit from a single source if the CCO determines that the circumstances of the contract action deem only one source reasonably available for purchases not exceeding the simplified acquisition threshold. These circumstances may include urgency, exclusive licensing agreements, or industrial mobilization. This provision allows the CCO the needed flexibility in quickly meeting the supply and service needs of the deployed forces when the procurement falls under the

simplified acquisition threshold. FAR 13.106(c)(1) allows the CCO to solicit quotations orally to the maximum extent practicable under the following criteria:

- (i) The acquisition does not exceed the simplified acquisition threshold;
- (ii) Oral solicitation is more efficient than soliciting through available electronic commerce alternatives; and
- (iii) Notice is not required under 5.101. [Ref. 26]

This provision is valuable to the CCO operating in overseas MOOTW environment because the oral solicitations may be the only means of disseminating information to local vendors in these war-torn countries. However, the CCO should be aware that an oral solicitation may not be practicable for contract actions exceeding \$25,000 unless covered by an exception in FAR 5.202, which was discussed in length above. [Ref. 26]

Federal Acquisition Regulation Part 16: Types of Contracts. This part in FAR describes the wide selection of contract types available to the Government and contractors. This offers the CCO the needed flexibility in acquiring the large variety and volume of supplies and services. Generally, the contract types are grouped into two broad categories: fixed-price contracts and cost-reimbursement contracts. One specific section in Part 16 that is most applicable to MOOTW environment is Subpart 16.603, which details the application of letter contracts. A letter contract acts a written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing supplies or performing services. However, the CCO should pay a particular attention to the definitization schedule and the maximum liability clause that are required when using a letter contract. Subpart 16.603-2 reads as follows:

16.603-2 -- Application.

- (a) A letter contract may be used when

- (1) the Government's interests demand that the contractor be given a binding commitment so that work can start immediately and
 - (2) negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract should be as complete and definite as feasible under the circumstances.
- (b) When a letter contract award is based on price competition, the contracting officer shall include an overall price ceiling in the letter contract.
- (c) Each letter contract shall, as required by the clause at 52.216-25, Contract Definitization, contain a negotiated definitization schedule including
- (1) dates for submission of the contractor's price proposal, required cost or pricing data, and, if required, make-or-buy and subcontracting plans,
 - (2) a date for the start of negotiations, and
 - (3) a target date for definitization, which shall be the earliest practicable date for definitization. The schedule will provide for definitization of the contract within 180 days after the date of the letter contract or before completion of 40 percent of the work to be performed, whichever occurs first. However, the contracting officer may, in extreme cases and according to agency procedures, authorize an additional period. If, after exhausting all reasonable efforts, the contracting officer and the contractor cannot negotiate a definitive contract because of failure to reach agreement as to price or fee, the clause at 52.216-25 requires the contractor to proceed with the work and provides that the contracting officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31, subject to appeal as provided in the Disputes clause.
- (d) The maximum liability of the Government inserted in the clause at 52.216-24, Limitation of Government Liability, shall be the estimated amount necessary to cover the contractor's requirements for funds before definitization. However, it shall not exceed 50 percent of the estimated cost of the definitive contract unless approved in advance by the official that authorized the letter contract.
- (e) The contracting officer shall assign a priority rating to the letter contract if it is appropriate under 11.604. [Ref. 26]

Although a letter contract allows the CCO to reduce the procurement response time in meeting the urgent logistics demands of deployed forces, he must exercise caution

in using this instrument. The issues of written approval, available funds, competition requirements, and amendments must be appropriately addressed before the CCO awards a letter contract to supply manufacturer or service provider.

16.603-3 -- Limitations.

A letter contract may be used only after the head of the contracting activity or a designee determines in writing that no other contract is suitable.

Letter contracts shall not --

- (a) Commit the Government to a definitive contract in excess of the funds available at the time the letter contract is executed;
- (b) Be entered into without competition when competition is required by Part 6; or
- (c) Be amended to satisfy a new requirement unless that requirement is inseparable from the existing letter contract. Any such amendment is subject to the same requirements and limitations as a new letter contract.

[Ref. 26]

Federal Acquisition Regulation Part 33: Protests, Disputes, and Appeals. To

the CCO who is under pressure to award a contract action in order to meet urgent requirements, perhaps nothing is more frustrating than a protest from a potential or unsuccessful offeror. This frustration results from the fact that a protest can effectively stop the procurement process. If the protest is filed to GAO prior to the contract award, the CCO cannot continue with the award process. However, FAR 33.104(b)(1)(i) does offer some relief in this situation. The contract award may be authorized by the HCA, on a nondelegable basis, upon a written finding that urgent and compelling circumstances which significantly affect the interest of the United States prohibit awaiting the decision of the GAO. [Ref. 26]

If the protest is filed to GAO after the contract award within 10 days after contract award or within 5 days after a debriefing date, the CCO must immediately suspend

performance or terminate the awarded contract. Once again, FAR 33.104(c)(2) offers some relief in this situation. In this case, the HCA can authorize the contract performance, notwithstanding the protest, with a written finding that contract performance is in the best interests of the United States or urgent and compelling circumstances that significantly affect the interests of the United States prohibit waiting for the GAO's decision. In both cases, the contract award or performance cannot be authorized until the HCA notifies the GAO of the written finding. [Ref. 26]

Federal Acquisition Regulation Part 50: Extraordinary Contractual Actions.

The FAR Part 50 prescribes policies and procedures for entering into, amending, or modifying contracts in order to facilitate the national defense under the extraordinary emergency authority. (This is granted by Pub.L.85-804 as amended by Pub.L.93-155 (50 U.S.C.1431-1435) and Executive Order (EO) 10789, dated November 14, 1958.) As seen below, the statute and EO require that such actions at or above \$50,000 must be approved at or above the level of an Assistant Secretary or his deputy. Although this high level of approval virtually eliminates any practical utility of this authority for the CCO, the authority to approve extraordinary relief actions below \$50,000 is not limited by the statute or EO. DFARS 250 specifies that this authority to approve actions obligating \$50,000 or less may not be delegated below the level of the head of the contracting activity. However, the HCA may be within relatively easy reach for the CCO depending on the contracting command and control structure of the given MOOTW. Furthermore, the DoD has authority to waive this limitation on delegation authority on either a one-

time or class basis. With such a waiver, the CCO may be permitted to exercise the extra ordinary authority of less than \$50,000. [Ref. 26]

E. CHAPTER SUMMARY

As the world's sociopolitical environment has changed in the past decade, so has the environment for contingency contracting. The CCO must be prepared to meet the demands of all contingency missions over the entire spectrum of MOOTW with considerations for short as well as long-term notification of deployment. The limitations of Logistics Civil Augmentation Program (LOGCAP), Host Nation Support (HNS), and existing supply infrastructure in most MOOTW scenarios challenge the CCO to respond to urgent and high priority needs of the deployed forces with reduced leadtimes and expedited delivery requirements. In a MOOTW contracting environment that is full of uncertainty and urgency, the peacetime procurement system may seem to impose constraints on the CCO's authority to execute his responsibilities to the fullest extent.

Even an abbreviated presentation of those statutory and regulatory requirements that have most significant impact on contingency contracting seem overwhelming and confounding to those who are not already familiar with the federal acquisition laws and regulations. The question of whether or not the procurement laws and regulations hinder the CCO's ability to support the deployed forces in MOOTW mission should not be of primary concern to the CCO. Rather, the CCO's principal focus should always remain on his ability to support the needs of the deployed forces. As a federal employee of the United States, the CCO must comply with the spirit and letter of the laws and regulations that govern the federal acquisition process. This compliance necessitates a thorough

understanding of statutory and regulatory requirements that demand the CCO's interpretation and implementation. As detailed in this chapter, adequate authority exists for the CCO to fulfill his responsibilities given the exceptions to regulatory and statutory requirements, existing authorities, deviations, and waivers that are applicable to MOOTW. It is the CCO's responsibility to master this knowledge if he is to successfully support the MOOTW missions. This knowledge allows the CCO to use the statutory and regulatory guidelines described in this chapter to help rather than encumber his contracting effort and ultimately enhance his ability to function proficiently in MOOTW.

IV. MOOTW LESSONS AND ANALYSIS

A. INTRODUCTION

Today, the world is in a new era marked as the New World Order, which is a term coined by the previous Bush administration. Although the term fittingly describes the end of the world order seen during the Cold War, it may create erroneous expectations of a new era symbolized by peace, stability, and clear lines of force. The winds of change spawned from the demise of the former Soviet Union swept away the threat of global nuclear confrontation, but the new world brought about more complex problems. As the U.S. struggles to cope with this new world filled with uncertainty, President Clinton made the following remarks in 1994 in his *National Security Policy of Engagement and Enlargement*:

American leadership in the world has never been more important. If we exert our leadership abroad, we can make America safer and more prosperous – by deterring aggression, by fostering the peaceful resolution of dangerous conflicts, by opening foreign markets, by helping democratic regimes, and by tracking global problems. Without our active leadership and engagement abroad, threats will fester and our opportunities will narrow. [Ref. 27:p. 5]

This statement clearly shows that the American leadership is necessary in dealing with these global problems to protect the national interests.

In recent years, the American leadership Clinton refers to has increasingly taken the form of military intervention to solve the problems of ethnic conflict, humanitarian and disaster assistance, and civil unrest in the world. Accordingly, the U.S. Army has been deploying its FORSCOM elements around the world in contingency missions at an

unprecedented pace. Consequently, the CCOs have accompanied these units to various parts of the world in order to ensure their logistical needs are met. Through their contracting efforts, these CCOs made a real impact on the quality of life of the soldiers, increased the probability of mission success for the deployed forces, and bolstered the local economies through a considerable infusion of much needed hard currency. The primary focus of this chapter is to examine and analyze the experiences of the CCOs who were involved in various MOOTW missions since the end of Operation Desert Storm. First, the study methodology is explained to ensure that the reader understands the general research procedures undertaken by this study. Second, the documented lessons learned from these various MOOTW missions carried out by the Army are presented. These MOOTW lessons learned are analyzed to identify the similar shortfalls the CCO may face in future MOOTW scenarios. The expected outcome of this analysis is to relate the lessons learned to their implications on the CCO training and planning skills necessary to succeed in today's and future MOOTW environment.

B. STUDY METHODOLOGY

As mentioned earlier in this study, the most recent research conducted in the area of contingency contracting was published in 1993 by a U.S. Army officer. [Ref. 1] His research primarily focused on survey questionnaires from the experienced CCOs concerning their observations on Operations Desert Shield and Desert Storm. Although this approach to determining whether the CCOs are trained and utilized in an effective manner revealed a number of interesting conclusions, the myriad of Army MOOTW missions since that study requires an additional assessment. Therefore, this study will

focus on analyzing the documented lessons learned from the numerous Army MOOTW missions since the end of Operation Desert Storm to present time.

The lessons learned from these MOOTW missions are gathered from a wide range of sources from the archive of the Center of Army Lessons Learned (CALL) to the most recent publication (January-February 2000) in the *Army RD&A* magazine. The study's intent is to conduct a conscientious and impartial review of the lessons learned from these MOOTW deployments and to determine the reflected inadequacies in the CCO's training and planning skills. The outcome of this study is to identify and analyze these inadequacies and propose recommendations to improve the CCOs' preparation to plan and execute their requisite responsibilities in support of future MOOTW deployments. In addition, this study promotes the force commander's understanding of the training and planning requirements for their CCOs.

C. MOOTW LESSONS AND IMPLICATIONS

This section of the chapter examines the lessons learned from the numerous MOOTW deployments in which the Army participated since the end of Operation Desert Storm. Although the list of MOOTW missions presented here are not all inclusive, they provide an invaluable insight as to the problems that were encountered by the CCOs who deployed with the Army forces outside the United States. Furthermore, the lessons presented in each MOOTW situation are only a small fraction of those learned by the CCOs during the deployment. Only those lessons learned that are pertinent to the topics in discussion, specifically training and planning, for this study are offered in this section. The implications of these lessons are correlated to the necessary improvements in the

CCO training and planning skills with the intent of enriching the CCOs' knowledge and FORSCOM unit commanders' awareness of the MOOTW contracting environment

1. Operation Restore Hope in Somalia

By the fall of 1992, approximately 500,000 Somalis had died from famine and hundreds of thousands more were in danger of dying. Due to the clan violence in Somalia that interfered with international famine relief efforts, President Bush ordered the American troops to protect relief workers in Operation Restore Hope. The U.S. led a multinational coalition approved by the U.N. Security Council in December 1992. This coalition had a mandate to protect the humanitarian operations and create a secure environment for eventual political reconciliation using any necessary means, including military force. The Army forces were part of a unified task force in joint and multinational operations to provide humanitarian assistance and other peace enforcement. In December 1992, the XVIII Airborne Corps was alerted for deployment of forces in support of Joint Task Force Somalia. The Army forces were to secure an airfield and key installations and provide security for the safe passage of relief supplies. This security for all food distribution sites and connecting routes was essential to promote a rapid distribution of food and humanitarian supplies throughout the country.

(a) Uncertain Funding in MOOTW

The FORSCOM units deployed to Somalia for what was originally anticipated as a short term mission -- less than 90 days. Based on this short term projection, the initial funds available for LOGCAP contracting efforts were only in the amount of \$4M. As the

scope and duration of the mission escalated, the contracting funds were subsequently increased to \$12M and then to \$18M. An extract from the lessons learned in Somalia addresses this inexact nature of MOOTW funding.

For the duration of the event there was never a clear plan for how long U.S. troops would be in Somalia. Therefore, the contract was funded for approximately 90 days of effort at a time. Funding for the first 60 days was provided by the U.S. Marine Corps. The remainder of the funds came from the U.S. Army Forces Command. [Ref. 3: p. 13b-51]

Due to the uncertain nature of MOOTW missions, sufficient funds to cover the entire mission can rarely be identified in advance. Contracting officials and operational commanders depend on timely and accurate cost reports to keep them apprised of potential shortfalls. The CCOs are the first line of defense against a violation of the Anti-Deficiency Act. They are taught that any Government personnel who encourage a contractor to continue work in the absence of funds incur a violation that may subject them to civil or criminal penalties. In order to prevent a violation of this Act, it is critical that accurate records of costs incurred and funds remaining are kept. The CCO is responsible for maintaining these records to ensure that the contracted work does not exceed available funds. Occasionally, this may even mean issuing a directive to stop work and demobilize to the contractor until additional funding is made available.

(b) Difficulty in Coordination

In a joint and multinational MOOTW mission, the organization of numerous contracting elements involved in the operation becomes enormously complex. These various Army contracting activities may include other services and agencies in the DoD,

other NATO countries, and LOGCAP. As discussed earlier, these contracting activities face a severely limited supplier base in a MOOTW environment. Consequently, the validation, prioritization, and cross-leveling of requirements and available assets receive high level attention. As the head of the DoD contingency contracting mission for Operation Restore Hope, LTC Michael M. Toler provided this after action comment:

To ensure that contracting offices of each service did not compete for the same resources, the operations order (OPORD) designated one component in each country as the lead, responsible for coordinating all purchases in that country. [Ref. 29:p. 19]

In line with Toler's comment, it is not surprising to find the Joint Task Force (JTF) commander, Chief of Staff, or J-4 tackling the difficult task of scrutinizing the contract requirements to ensure that appropriate contracting activities handle specific requirements in the theater of operation. This time-consuming process of oversight is needed to prevent each contracting activity from competing with the others for the same limited resources and thereby driving up the prices.

A centralized organizational structure of contracting activities provides a means for CCOs to coordinate with other contracting assets within the theater of operation. In a typical MOOTW mission, the contracting chain of command is often poorly defined and the contracting assets are diverse and geographically separated as noted here:

This may be a personal shortfall but I never did fully understand the contracting chain of command ...because of the wide range of activities and the different locations of contracting personnel in Mombasa, it was necessary to remain in constant contact with them. [Ref. 3:p. 13b-36]

Without a clearly defined contracting chain of command, the contracting activities experience difficulty in coordinating purchases and may unintentionally contend for the same limited resources.

2. Operation Uphold Democracy in Haiti

When the military-backed regime in Haiti failed to relinquish authority and became increasingly repressive despite its assurance to return power to the democratically elected government it had ousted, the U.S. responded with the movement of military forces to Haiti to support the return of Haitian democracy. In Operation Uphold Democracy, the U.S. objectives were to foster democratic institutions and to reduce the flow of tens of thousands of impoverished illegal Haitian immigrants into the United States. The U.S. led a multinational force that began its operation in September 1994 with the approval of the U.N. Security Council. Its primary mission was to restore democracy by removing the de facto military regime and returning the previously elected Aristide regime to power. In this major commitment to peace building in Haiti, the Army forces had to closely coordinate with sister services, civilian agencies, United Nations, and numerous other international, regional, and non-governmental organizations. Due to the well executed political, military, diplomatic, and humanitarian activities, this MOOTW mission succeeded both in restoring the democratically elected government of Haiti and in reducing the flow of illegal immigrants.

(a) Inadequate Training

Although successful, the MOOTW mission in Haiti shed light on a critical deficiency on the part of the deployed CCOs in the theater of operation. As addressed earlier, the position of CCO is an initial assignment for a majority of the CCOs in the Army. Because these officers receive minimal training in contingency contracting through the Army Acquisition Corps (AAC), most of them rely heavily on the on-the-job training at the assigned Directorate of Contracting (DOC) or Principle Assistant Responsible for Contracting (PARC) office to learn the skills necessary to survive in the uniquely demanding contingency contracting environment. Such was the case for those CCOs deployed in support of the FORSCOM units participating in Operation Uphold Democracy. The discussion of this critical deficiency is provided by a report filed to the Joint Uniform Lessons Learned System (JULLS).

The U.S. Army Contracting and Industrial Management Officers (97A) are, for the most part, untrained and ill-prepared to assume the responsibilities of a deployed, warranted Contracting Officer. Most 97s are on their initial assignment and most are at locations where they have not been military KOs previously. [Ref. 3:p. 13a-16]

The Army's willingness to deploy CCOs without sufficient experience or training can result in an undesirable effect. The Army may inadvertently lead these CCOs who are assigned to deployable FORSCOM forces to believe that they are now trained CCOs ready to assume the authority intrinsic to the position. Consequently, these CCOs may assume that they are now qualified for larger warrants when their contracting knowledge and experience level do not justify such warrants. [Ref. 3:p. 13a-16] The training shortfall ultimately leads to a number of detrimental consequences. First, the operational

units may not be supported with adequate contracting support from the CCOs. Second, the CCOs who deploy without sufficient training are placed in a precarious position of potentially entering into contracts that do not adequately protect the U.S. Government interests.

(b) Focus on Garrison Duties

After action data suggests that the training received by the CCOs at their assigned installations may not be sufficient to prepare these individuals to cope with the harsh environment of MOOTW contracting. In garrison, the daily duties of CCOs too often focus primarily on work needed to fill the material and service requirements for the installation. Consequently, this focus on garrison duties fails to prepare the CCOs for actual contingency contracting rigors.

The training at my Garrison Contracting Office centers around installation needs, requirements, and services. The Contracting Office uses SACONS computer systems for input, tracking, award and modification of all requirements received. However, when a KO goes outside this environment to deployed locations, the situation changes. There is no SACONS, the guidelines in the FAR do not address countries outside the United States, and most of the work is accomplished manually or on adapted computer systems. This sets the KO up for failure. [Ref. 3:p. 13a -16]

The relatively stable and highly automated environment of installational contracting places the CCOs in a precarious position of mistaken confidence in their contracting expertise. Even more, the focus on garrison requirements fails to allow the CCOs the time necessary to train and plan for potential MOOTW deployments. As a result, the

CCOs struggle to adapt to the environmental shift from garrison to contingency upon their deployment in support of a MOOTW mission.

(c) Inadequate Hardware/Software Support

The urgency in MOOTW contracting frequently necessitates an immediate response by the CCO in any given requirement. Given this urgency, inadequate training in contingency contracting procedures creates a situation in which the CCOs are pressured to meet the requirements at any cost. This situation is reflected in a remark made by one of the deployed CCOs in Haiti. This CCO admitted that although the requirements were met, the contracting methods used were not acceptable and would never be used at home station. [Ref. 3:p. 13a-16] This comment clearly demonstrates that the CCOs who do not have the requisite contracting knowledge and experience are prone to commit improper contracting procedures. This lack of requisite contracting knowledge, partly due to the CCO's dependency on Standard Army Automated Contracting System (SAACONS), is evident in this account.

My officers and I have never been trained in the individual components of a Purchase Order, DD Form 1155. SAACONS fills out the form without the KO realizing what items are required for each block. Very few KO's get training in services, writing a large dollar contract, how to negotiate, making price reasonableness determination when there are no published prices, or how to modify a Purchase/Delivery Order. [Ref. 3:p. 13a-16]

This problem fundamentally affects the CCO's ability to quickly identify available sources, determine and select the source that is most responsive and responsible, negotiate a reasonable price that offers the best value to the Government, and write a contract that minimizes risk to both parties. Without these skills, contracts may be

awarded, but they may be poorly prepared, problematic to administrate, difficult to close, and may leave the Government at risk when disputes or claims arise.

(d) Need for Manual Contracting Procedures

Undoubtedly, the use of an automated software system makes the CCO job in contingency operations much easier. Currently, the Army has not established a set standard for hardware/software allocation for a deployable CCO. However, this does not preclude each FORSCOM contracting activity from developing its own hardware/software configuration with which the CCO must deploy. The CCOs initially deployed to Haiti were forced to use manual procedures in which they were inadequately trained. Subsequently, these CCOs adapted a commercially available database for their use in generating contract requirements. Without this software, they contend that it would have been extremely difficult to manage the requirements and make timely contract awards.

There is no automated contracting software program comparable to any Garrison/Installation/Detachment system currently in use. This puts KOs at odds when they deploy away from home station. The KO is forced to use manual procedure and is simply not trained to do so. Additionally, there is no method to reproduce contracts or modify them if mistakes are made in preparation. This lack of contracting automation makes an already difficult task harder. [Ref. 3:p. 13a-26]

In MOOTW contracting environment where the speed with which the CCO responds and fulfills each requirement is critically important, the automation tools greatly enhance the CCO's ability to support the deployed force. If the deployment situation does not permit

the CCO to bring the necessary automation equipment, the CCO's ability to use manual procedures becomes critical in accomplishing his assigned responsibilities.

(e) Incomplete SOP to Facilitate CCO Transitions

In any contracting environment, an established set of office procedures play a crucial role in ensuring a smooth transition between the incoming and outgoing contracting officers. This is especially true in contingency contracting where the incoming CCOs are expected to hit the ground running. It is the responsibility of the first CCO on the ground to establish a standard operating procedure (SOP) that discusses office organization, daily business operations, use of office contracting tools, and basic contract administration responsibilities. Ultimately, this SOP serves as an effective tool for a good hand-off between the incoming and outgoing CCOs. Regrettably, the incoming CCOs in Haiti were beleaguered by the problems of substandard SOPs and contract files with inaccurate Procurement Instrument Identification Numbers (PIINs).

Transition between KO's was weak. When new KO's came into Theater, there was no briefing or walk-through on procedures or office methodology being used. On-the-Job Training was used to "help" KO's get used to Haiti contracting and the vendor list. There were no Successor KO contract by contract review or listing or contract status. A further complication was the lack of contract files. The office practice was to return completed contracts to the Fort Bragg, North Carolina Contracting Office or the KO's home station office as several KO's used non-Theater PIINs to issue contracts. [Ref. 3:p. 13a-17]

With an office SOP in place, the incoming CCO does not have to reestablish basic contracting operations. In addition, it eliminates the need to close down the office while

the incoming CCO struggles to decipher the status of each contract such as payment history and authorized funding level.

An integral part of the SOP is an established documentation log of completed contract actions and those that remain open. This documentation log assists the incoming CCO in price determination decisions of future contracts and serves as a reference when contractors renew their contracts. Unfortunately, the problem of unstructured documentation in the SOP further complicated the transition of new CCOs in Haiti.

There is no structured KO documentation concerning the contracting actions in most files. The documentation that exists is usually handwritten notes that are not dated or relate to a specific action in the contract. Successor KOs have to attempt to regenerate the contract to gain what was contracted, who was involved and what the status is. [Ref. 3:p. 13a-24]

As noted by one of the CCOs, these transition mechanisms work most effectively when an in-theater training session for the incoming CCOs is made available to review records, determine contract status, and obtain necessary contracting office procedure. [Ref. 3:p. 13a-17]

(f) Deficient Specifications

Perhaps one of the most frustrating hurdles that the CCOs must overcome in MOOTW missions is the receipt of inadequate and/or deficient specifications from the requesting unit. These inaccurate specifications often delay the contract award and receipt of the required materials or services by the requesting element. These problems cause the CCO to backtrack the requirement to the originating activity and its point of contact to ascertain the actual requirement. As evidenced in the following remark, even

the simple DA Form 3953 Purchase Request and Commitment (PR&C) proved to be a difficult task for the untrained unit personnel and presented a formidable challenge for the CCOs.

Most requesting activities/units/individuals do not know how to fill out a DA Form 3953 PR&C. Item descriptions are vague and often missing key information such as: (1) no point of contact, (2) no data in the "Not Later Than (Date)" block or unrealistic, (3) description lacking appropriate detail, and (4) unit price was not filled out or woefully underestimated. [Ref. 3:p. 13a-18]

Without a specific item description, the CCO may interpret the requirement differently than the requesting element. The potential impact of this misinterpretation of the requirement may lead to purchase of materials or services not requested and waste of funds. It is the responsibility and objective of the CCO to ensure that the supported unit understands the correct procedures. Too often, CCOs are deficient in conducting predeployment classes for those unit personnel designated to prepare the request documents. Without such pre-deployment classes, the CCO is likely to spend even more time trying to ensure the requirements are clearly understood or rejecting the request documents that do not clearly specify the requirements.

3. Operations Joint Endeavor and Joint Guard in Bosnia

In support of the NATO-led peace implementation force in Bosnia-Herzegovina, United States Army Europe (USAEUR) deployed a task force with more than 25,000 troops, their equipment, their sustainment and their life support across the former Warsaw Pact countries and into Bosnia. This sizeable deployment included 11,000 vehicles and other pieces of equipment, 145 aircraft and 160,000 tons of supplies. One of the primary

missions of this task force was to enable and enforce the freedom of movement, which contributed directly to one of the most important elements of economic revitalization in Bosnia -- freedom of commerce. From the onset of this operation, the National Command Authority (NCA) clearly identified this objective. As an arm of the NCA, the military forces supported the geopolitical economic stabilization objectives in Bosnia with the use of contingency contracting to inject operational funds directly into the local economies. The military understood that the economic recovery in Bosnia was vital to the overall success in its peacekeeping mission. The military's purchase of the multitude of commodities and services required by the deployed forces was essential in priming the economic pump of Bosnia and pursuing the economic revitalization of this war-torn country.

(a) Inadequate Proficiency in Contingency Contracting Skills

The size and magnitude of the Bosnia mission placed a great strain on the contingency contracting operation. As seen in previous MOOTW missions, the CCOs first to arrive in Bosnia faced an unknown contracting environment full of uncertainties. Fortunately for the deployed forces, the CCOs first on the scene had previous contingency contracting experiences that had prepared them to cope with the rigorous demands of the operation. But the problem of inadequate expertise in contingency contracting resurfaced once again with the arrival of subsequent CCOs.

The first contracting officers deployed to OJE fortunately had contingency contracting experience. Subsequent officers and civilians deployed had little experience in purchasing under field conditions and required on-the-job training to be proficient. They would have failed to support the force had they been the first to deploy. [Ref. 3:p. 13D-31]

This lack of purchasing proficiency in subsequently deployed CCOs shows an alarming trend in the lessons learned comments observed through numerous MOOTW missions. Had these individuals been the first to deploy with the operational forces, they would have been grossly unprepared to execute the contract actions necessary to meet the immediate life support and base camp security requirements. Clearly, this lack of proficiency has a negative impact on the MOOTW mission and places additional burden on the operational commanders. When the CCOs fail to meet the urgent requirements of operational units, these units may be forced to rely on their own resources or go without the needed support.

(b) Contracting Requirements Definition

During the predeployment and initial deployment, there is limited time for planning or thinking through the operation. Time is short and the needs of the deploying unit become real and critical. The CCO designated to support the first unit to deploy must react quickly to satisfy the initial requirements. These initial requirements are normally basic life support needs of the deploying personnel, and the CCO's number one priority during these stages has to focus on responsiveness. The difficulty of defining requirements during the early stages of a MOOTW mission often strains the relationship between the CCO and his supported unit. This situation has the potential to cause the contingency contracting support to the deployed unit to be less than ideal. This is especially true when the CCO has to create the statements of requirement (SOR) and the

statements of work (SOW) from scratch as observed in the following lessons learned comment.

In any deployment situation where timeframes are tight and tensions are high, there is an increased need for SOPs, contract templates, customer guides, and established business practices. There were no SOPs, Customer Guides, or Electronically Stored Contracting Templates for Contingency Contracting Officers (CCO's) to utilize during most of OJE. [Ref. 3:p. 13d-33]

This absence of SOPs, customer guides, and contract templates may cause a net effect in support slowdown to the deploying units. The units expect their requirements to be contracted for and in their possession prior to deployment. But when the CCOs have to initiate a multitude of post-deployment contracts and provide the necessary oversight on the obligated dollars, their workload may become too great to operate effectively. This manner of contracting has the potential to threaten the establishment of a good working relationship with the mission-oriented customer and significantly increase the possibility of committing contractual errors.

(c) Misunderstanding of LOGCAP Contract

The primary objective of LOGCAP is to augment the U.S. forces during military contingency operations with selected logistics and engineering services performed by the contractor. Brown & Root Services Corporation (BRSC) was initially awarded a one-year contract in 1992 with four one-year option periods; its services had been used with varying degrees to support the MOOTW missions in Somalia, Zaire, Southwest Asia, Haiti and Italy. From the onset of the operation in Bosnia, USAREUR relied heavily on the LOGCAP services by BRSC to support the force requirements. During OJE/OJG

alone, BRSC successfully delivered considerable amounts of construction and logistical support to the Initial Supply Base (ISB) in Hungary and to forward locations in the vicinity of Tuzla. However, a substantial amount of misinformation regarding the scope and capabilities of the LOGCAP contract existed during the life cycle of the Bosnia operation. Consequently, considerable confusion arose concerning what BRSC was activated to do and what BRSC was instructed to do as seen in the following remark.

The most common misperception regarding LOGCAP and BRSC resulted from the mindset that once LOGCAP was activated, all phases of the operation fell within the scope of that contract. Additionally, the USAREUR staff officer tasked to oversee the LOGCAP contract had no knowledge of contracting or experience working with a contractor. [Ref. 3:p. 13d-44]

As a result, BRSC had one concept of the standards to which it was to perform the contracted services, while the deployed commanders and soldiers had a different expectation of these services. Whereas BRSC blamed the Army for constantly changing its requirements, the Army faulted BRSC for not doing what the Army expected it to do. This type of miscommunication can lead to an undesirable outcome of customer dissatisfaction and contractor disaffection. Consequently, any misinformation concerning the LOGCAP or inadequate supervision of its employment may result in a disjointed process that diminishes the utility of LOGCAP contribution to the sustainment operations.

(d) Unauthorized Commitments

When the needs of the deployment become critical, it is common for the military and civilian personnel to be caught up in a make-it-happen atmosphere. In an

environment full of urgency, these personnel often become overzealous and overlook the requirement to route their needs through the CCO in an attempt to accomplish their mission. Also, a unit merely seeking the availability of goods or services may inadvertently mislead a potential contractor to believe he was awarded a contract to fulfill the perceived requirement. As illustrated in the following remark, these problems plagued the CCO during the deployment phase of OJE.

Unauthorized Commitments (UC's) or commitment of the U.S. Government to rent or purchase goods by an individual, other than a contracting officer, occurred at an alarming rate, especially during the deployment phase of Operation Joint Endeavor. [Ref. 3:p. 13d-47]

Regardless of the circumstances in which these unauthorized commitments are made, they cannot legally bind the Government to obligate the appropriate funds for the purchased goods or services. However, a potential impact of the unauthorized commitments is that they can cause a detrimental effect in the CCO's logistics support to the operational force. Once an unauthorized commitment is made by an individual who lacks the authority to enter into agreement on behalf of the Government, it may become difficult for the CCO to obtain the goods and services in a legal, timely, and cost effective manner. Additionally, the CCO may be forced to divert valuable time and effort in correcting the costly unauthorized commitment when the proper procurement process would have prevented the problem.

4. Operation Joint Guardian in Kosovo

The open conflict between the Serbian military and police forces and the Kosovar Albanian forces resulted in the deaths of over 15,000 Kosovar Albanians and the forced

evacuation of 400,000 people from their homes. The concern of the international community grew regarding the escalating conflict and its humanitarian consequences. When diplomatic efforts to peacefully resolve this crisis failed, the NATO opted for a military intervention in Kosovo. As part of the NATO Kosovo Force (KFOR), the United States agreed to provide a force of approximately 7,000 U.S. personnel to help maintain a capable military force in Kosovo and to ensure the safe return of Kosovar refugees. Presently, this U.S. force supports the KFOR by providing the headquarters and troops for one of the four NATO sectors. Additionally, the U.S. provides personnel, units and equipment to other components of the KFOR organization. The U.S. sector is in southeast Kosovo with its headquarters located at Camp Bondsteel, near Urosevic. These 7,000 U.S. troops in Task Force Falcon act as a permanent force in Kosovo to enforce all aspects of the Military Technical Agreement. Although no timeline for Operation Joint Guardian has been established, this MOOTW mission is expected to be assessed periodically and the U.S. force commitment to be adjusted as needed. The U.S. military is committed to supporting peace in Kosovo as an integral member of the multinational military force led by NATO. The overarching objectives of this operation are to achieve a secure environment, foster peace and stability, and revitalize the economic base in Kosovo.

(a) CCO Deployment Procedures

The CCOs from U.S. Army Contracting Command Europe (USACCE) initially deployed in support of the Army forces in this operation. These officers were

instrumental in the successful force deployment and continue to make a positive impact on the mission success of the deployed forces and the quality of life of the deployed soldiers. The OJG lessons learned annotated here are based on the experiences reflected by MAJ Rosso, one of the first CCOs deployed in support of Task Force Hawk in Tirana, Albania. The first lesson reflects the typical CCO deployment scenario in MOOTW environment.

Five days before Task Force Hawk began its tactical combat deployment, Rosso and MAJ Bill McQuail, the Deputy Dispersing Officer of the 106th Finance Battalion, landed in a military C-12 aircraft at Tirana International Airport, located approximately 12 kilometers from the capital city Tirana. [Ref. 30:p. 27]

In a MOOTW contingency, the force commander normally dispatches some sort of advance party or survey team while the unit prepares for its deployment. These team members are constantly prepared to deploy with little prior notice in advance of the force deployment. Normally, they fly either into the contingency area or as close to the area as possible on military aircraft or civilian airliner to set up the site for the unit's arrival. Contingency contracting is an integral part of any MOOTW mission. It is critical that the CCO be part of this advance party as was the case in this deployment scenario.

In a typical MOOTW mission, the CCO deploys as a member of the survey team to advise the team leader on contracting requirements and provide contracting support to the team as needed. This is a general rule in MOOTW deployments where the survey teams are typically sent out with only what they can carry in their personal bags. The advance party deployment in support of Task Force Hawk was no exception to this rule.

They had \$70,000 in cash and \$2.3 million in Treasury checks in their rucksacks. Nothing was in place -- no rental or military vehicles, no

cellular phones, no basic supplies; just what they brought with them in their rucksacks. [Ref. 30:p. 27]

With only a bulk funding authority sufficient to cover expenses for first 30 days, typically 1 to 5 million dollars, the CCO's responsibility to prepare for the operational force's arrival begins immediately. Before the operational force's arrival, the CCO is responsible for identifying the potential suppliers in the area and contracting for the basic life support and base camp security needs. The likely impact of inadequate planning and training is that the CCO may lack the requisite expertise to effectively carry out his contracting responsibilities. Such a consequence can inevitably lead to poor quality of life and inadequate security for the deployed soldiers.

(b) Customer-Supplier Relationship

As additional combat troops arrive in the theater of operation, the demands placed on contingency contracting increase significantly. The CCO must negotiate, award, and pay many more contracts with the local suppliers. However, most of the third world nations, where the Army has been and continues to be involved in MOOTW missions, lack a central banking system. This puts a great burden on the CCO to provide cash payments to the suppliers. Because hard currency is extremely difficult to attain in a war ravaged economy, these suppliers demand and rely on the cash payments made by the United States as a major source of much needed hard currency.

Along with contracting for the toilets, trucks and crews from Italy were also contracted to service them. All of these transactions were paid for in cash because the economy did not have a commercial banking infrastructure. [Ref. 30:p. 27]

The suppliers cannot afford to extend credit to the U.S. Government because their daily livelihood depends on the hard currency payments. For these suppliers, the term "payment due no later than 30 days after receipt" has no significance. They demand payments at the time of sale because this is the only way they can continue to operate their businesses.

Especially during the initial deployment phase, it is doubtful that the CCO can obtain the necessary goods and services on any basis except cash on deliver as seen in the following comment:

Paying vendors quickly is critically important to both vendors and to contracting officer. Vendors are typically weak during the initial stages of a contingency and need a reliable cash flow to conduct business. This means that paying vendors on a daily basis is the norm during the initial stages of a contingency. [Ref. 3:p. 13-24]

The CCO can gradually train these suppliers to accept daily, weekly, and monthly payments during the sustainment phase to ease the financial workload. However, the CCO should be mindful of the fact that he may lose credibility with the suppliers if he misses a payment date for any reason. Any loss of credibility with the suppliers can have a detrimental effect on the CCO's capability to locally procure the essential goods and services for the operational force.

This reported experience from MAJ Rosso offers credence to the value of the mutual trust in the customer-supplier relationship. [Ref. 30:p. 28] A local contractor with a gravel truck was put of business when his truck became irreparably damaged after it slid off the road and turned over. Understanding that this contractor was left with no livelihood, the CCO convinced the contractor to establish a new business filling sandbags

since over 2 million sandbags were needed to protect the deployed forces. The CCO instructed the contractor on what was required, how to fill each sandbag to standard, and how to hire local laborers by offering them a percentage of the profit. Another report relays a discussion between the CCO and Dispersing Officer and a local contractor at a roadside café. In the course of this business discussion, the contractor informed these officers to quickly but quietly draw their guns ensuring everyone saw them, walk out of the café, get in their vehicle, and drive away. Following their departure, a local thug came running in the café looking for the military officers to demand a portion of the money from the deal made with the local contractor. [Ref. 30:p. 28] Thanks to the trusting relationship between the CCO and the local contractor, this confrontation with the local thug was prevented. These events demonstrate that building this mutual trust is a two-way street. Often it is the CCO's initial words and actions that play a critical role in gaining the trust of local suppliers whose services will provide the essential needs and may even save his life in a hostile environment.

(c) Teamwork in Providing Logistics Support

In the operational environment of MOOTW, the team effort of all key players in providing logistics support for the task force contributes significantly to the security and quality of life for the deployed forces. As observed in the following remark, such a teamwork climate contributed to the success of contracted logistics support during OJG:

Nightly meetings with the Task Force Hawk Chief of Staff, J4 (Logistics Officer), Task Force Engineer, Defense Contract Management Command Administrative Contracting Officer, and the USAREUR sustainment contractor (BRS), were truly the key to integrated contracted logistics success. [Ref. 30:p. 28]

This lesson demonstrates the importance of teamwork. In order to provide the integrated logistics support to the deployed forces, the CCO cannot function as an individual. Each team member brings their own specific capabilities to the task force that can be best utilized to support the operational force. Their capabilities can effectively minimize the number unnecessary contract actions and/or supplement the contracted logistical support provided by the CCO. Through communication and teamwork with these team members, the CCO can assist in the operational force's tasks prioritization and allocation to ensure that tasks are assigned to those activities whose capabilities are best suited to get the specific requirement accomplished.

D. CHAPTER SUMMARY

It is clear that the freedom of movement and commerce secured by U.S. military intervention continue to make a long-term impact on the economic revitalization in the MOOTW environment. Accordingly, the CCO's importance and contribution in mission support for the logistics needs of deployed forces and for the economic recovery of war-torn countries will increase. This chapter presented lessons learned from the deployed CCOs during various MOOTW missions undertaken by the Army in recent years to identify the inadequacies in training and planning skills. These lessons suggest that the competence and effectiveness of the CCO to carry out his responsibilities too often fell short of the increase in the CCO's stature.

The analysis of the lessons revealed a number of areas in which the CCOs involved in MOOTW missions had success and areas in which they were deficient.

These observed CCO shortcomings and successes are listed below, each with a succinct description of the lesson learned and its implication in a MOOTW mission:

1. **Uncertain Funding in MOOTW.** Due to their uncertainty, adequate funding for MOOTW missions cannot be readily identified in advance. The CCOs may face a shortfall in funding, or, in extreme circumstances, a violation of the Anti-Deficiency Act.
2. **Difficulty in Coordination.** Diversity and geographical separation of contracting assets within a MOOTW area often result in poorly defined contracting chain of command, difficulty in coordinating purchases, and inadvertent competition among the contracting activities.
3. **Inadequate Training.** CCOs in support of MOOTW are frequently ill-prepared to execute their contracting duties upon deployment. This lack of training adversely affects the contracting support to operational forces and places the Government at risk from potential contract disputes and claims.
4. **Focus on Garrison Duties.** Garrison training of CCOs mostly focus on installational requirements and automated contracting methods. With inadequate time to train and plan for MOOTW, CCOs struggle with the shift in contracting environment upon their deployment.
5. **Inadequate Hardware/Software Support.** MOOTW deployments often restrict the availability of hardware/software support. This lack of automated contracting support can negatively impact the CCO's efficiency.
6. **Need for Manual Contracting Procedures.** Limitation in automation availability frequently forces CCOs to use manual contracting procedures in which they are inadequately trained. Without a requisite knowledge in manual contracting procedures, CCOs cannot perform effectively.
7. **Incomplete SOP to Facilitate CCP Transition.** Lack of SOP in contingency contracting office prevents a good hand-off between incoming and outgoing CCOs. Without such a transition mechanism, incoming CCOs are often forced to reestablish basic contracting operations.
8. **Deficient Specifications.** Generally, operational units do not understand the proper procedures for requesting contract support. Deficient specifications normally result in delayed contract support when CCOs are forced to trace the requests back to the originating units.

9. Inadequate Proficiency in Contingency Contracting Skills. Deployed CCOs in MOOTW often lack experience and training to contract under field conditions. When CCOs lack the requisite contingency contracting skills, the essential needs of operational units cannot be met effectively.
10. Contracting Requirements Definition. Due to their urgency and uncertainty, requirements definition in early stages of MOOTW becomes difficult. Without prior planning, CCO's effectiveness to offer timely response to deploying unit's needs can be substantially degraded.
11. Misunderstanding of LOGCAP Contract. Operational commanders and their staff members often lack understanding of the LOGCAP. When CCOs themselves do not adequately understand the LOGCAP, they cannot effectively communicate its capabilities and limitations to their supported units.
12. Unauthorized Commitments. Due to the time consuming ratification process of UCs, CCOs cannot afford to allow operational forces to commit too many errors. Although timely, UCs place the Government at risk because they are not legal nor cost effective.
13. CCO Deployment Procedures. Typical MOOTW scenarios require the CCO to deploy as a member of the advance team. CCOs who do not have the adequate contracting expertise cannot initiate and implement contract actions immediately upon their arrival in MOOTW area.
14. Customer-Supplier Relationship. When establishing effective customer-supplier relationship with local supplier, timely cash payments play a critical role because they build the CCO's credibility and promote his ability to procure future requirements in support of the operational force.
15. Teamwork in Providing Logistics Support. Each staff function in MOOTW deployed task force has their own specific capabilities that are essential to mission success. Through teamwork, logistics support tasks can be effectively prioritized and allocated to the best suited activities.

These MOOTW lessons provide the basis for the conclusions and recommendations in the following chapter pertaining to the development of requisite CCO planning and training skills that are critical to contracted logistics support.

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V. CONCLUSIONS AND RECOMMENDATIONS

A. INTRODUCTION

The purpose of this study was to investigate, analyze, and promulgate the means by which the U.S. Army can effectively train its Contingency Contracting Officers (CCOs) in preparation for Military Operations Other Than War. In this investigation, the study focused on the analysis of documented lessons learned from the numerous Army MOOTW missions since the end of Operation Desert Storm to the present time. In line with the goal of this thesis, which is to provide the Army FORSCOM CCOs with a blueprint for development of requisite MOOTW expertise, the following conclusions and recommendations are offered.

B. CONCLUSIONS

As presented in the previous chapter, the analysis of the lessons learned from the past Army MOOTW missions revealed a list of 15 lessons in the CCO training and planning skills. These lessons are categorized into the following five sections that present the collective conclusions based on their logical connection to each section.

1. Lack of Interaction with Task Force

The lack of interaction with the operational force is the primary cause of the following observed lessons:

1. Inadequate Training
2. Difficulty in Coordination
3. Focus on Garrison Duties
4. Inadequate Hardware/Software Support

5. CCO Deployment Procedures
6. Teamwork in Providing Logistics Support

The CCO placement at the Directorate of Contracting (DOC) prior to deployment often forces the officer to focus on daily garrison duties and subsequently puts him in a disadvantageous position when called upon to deploy with the supported force. The CCO's inadequate training in contingency contracting procedures and over-reliance on hardware/software support systems are detrimental to his performance in the austere contracting environment of MOOTW missions where the CCO is regarded as the contracting expert. In joint and multinational MOOTW environments, the lack of interaction with the deploying task force hampers the CCO's ability to communicate and coordinate the deployment procedures and the contract support plan with key staff members and other contracting activities supporting the task force. Without clear communication, the CCO cannot effectively coordinate with other task force staff members and contracting officials to prioritize the tasks nor efficiently allocate the specific requirements during different phases to the activities best suited for those requirements. The necessary teamwork is often lacking in a typical relationship between the CCO and his supported task force. Ultimately, the force commander may not be provided with a comprehensive picture of where the required logistics support assets can be obtained.

2. Inadequate Training of Task Force Personnel

Effective training of task force personnel by the CCO is essential for effective and efficient MOOTW operations. The lessons that highlight the deficiency in task force

personnel training show a large number of Unauthorized Commitments (UCs) and deficient requirements specifications in Purchase Request and Commitments (PR&Cs) generated by the supported units.

1. Unauthorized Commitments
2. Deficient Specifications

The ratification process for UCs takes time and effort as the CCO must review each UC to determine whether or not the contract would otherwise have been proper if made by an authorized contracting officer and if the price paid was fair and reasonable. Also, the lack of specifications forces the CCO to waste crucial time and energy verifying the actual requirements or rejecting the improperly prepared request documents. These problems are directly associated with the inadequate training of task force personnel who have the responsibility to execute small purchase procurements and/or request larger purchase requests.

3. Incomplete Contract Support Plan (CSP)

The CCO must develop and maintain effective CSPs prior to being called upon to perform the contingency mission when little or no prior notice is given to plan or think through the operation. The lessons associated with the incomplete Contract Support Plan (CSP) are as follows:

1. Need for Manual Contracting Procedures
2. Incomplete SOP to Facilitate CCO Transition
3. Inadequate Proficiency in Contingency Contracting Skills
4. Customer-Supplier Relationship
5. Contracting Requirements Definition

Due to potential unavailability of hardware/software support systems, the CCO's understanding of the manual contracting procedures is indispensable in MOOTW missions. Because most, if not all, MOOTW missions occur in areas where the CCO is very much unfamiliar with local business practices, his ability to identify and develop the necessary office SOPs prior to deployment becomes critical in easing the problems of CCO transition and proficiency in contingency contracting skills. The lessons learned in MOOTW missions continually stress the importance of planning the contracting mission prior to the actual deployment and the need for established SOPs, contract templates, customer guides, and business practices, which are all key elements of the CSP. Without a properly tailored CSP, the CCO fails to be responsive to the initial requirements that include the basic life support and security needs of the deploying personnel. This failure inevitably strains the relationship between the CCO and his supported unit as he struggles to define the contract support requirements during the early stages of a MOOTW mission. Predictably, this situation results in less than optimal contingency contracting support to the deployed unit. Finally, the customer-supplier relationship is central to the success of the CCO. The CCO's effort to develop a customer-supplier relationship with the local vendors can be greatly aided by his willingness to establish a mutual trust with these vendors.

4. Need for Adequate Understanding of Statutory and Regulatory Requirements

The CCO's working knowledge in statutory and regulatory requirements is essential in MOOTW missions as evidenced by the following findings:

1. Unauthorized Commitments
2. Uncertain Funding in MOOTW

While adequate training of task force personnel will reduce the number of UCs, the CCO still needs to know how to ratify UCs. Even the relatively simple ratification process necessitates the possession of statutory and regulatory knowledge for compliance with the spirit and letter of the laws and regulations that govern the federal acquisition process. Also, the MOOTW deployed units typically operate under uncertain funding to meet their immediate needs and sometimes resort to prohibited means to satisfy these requirements. The uncertainty in MOOTW funding, urgency in requirements, and commitment of unauthorized purchases force the CCO to expend great effort in dealing with a tremendous workload. To the CCO who has limited or no prior understanding of the procurement laws and regulations, this workload can become quickly unmanageable.

5. Lack of Knowledge in Logistics Civil Augmentation Program

The deployed CCO's inadequate understanding of the LOGCAP contract results in a disjointed process that diminishes the utility of LOGCAP contribution to the sustainment operation as related to the following findings:

1. Inadequate Training
2. Focus on Garrison Duties
3. Misunderstanding of LOGCAP Contract

The CCO's inadequate training in contingency contracting procedures and focus on garrison duties result in his failure to understand the scope and capabilities of the LOGCAP contract. Consequently, the CCO cannot effectively communicate this knowledge to force commanders and staff officers. This general lack of knowledge

contributes to the misunderstanding of the contract scope and standards to which the LOGCAP services are to be performed. Too often, this misunderstanding creates a disparity between customer expectation and actual LOGCAP performance. As a result, the task force becomes critical of the contractor's performance, and the contractor becomes resentful of the task force's frequent changes in its requirements.

C. RECOMMENDATIONS

Based on the conclusions derived from the analysis of the Army MOOTW lessons, the identified inadequacies invite several recommendations to improve the current CCO training and planning procedures. This section presents the recommendations in response to the study conclusions.

1. CCO Training and Certification

Because of the idiosyncratic nature of MOOTW, it is imperative that each FORSCOM contracting activity use the CCO Individual Training Plan (ITP) as a guide in tailoring its own training and certification program. This guide, from AFARS Manual No. 2, is provided in Appendix C of this study. Each contracting activity must develop its own tailored program based on the mission scenarios of the supported forces to qualify and certify the CCOs prior to their initial deployment. Additionally, each CCO's previously completed courses and prior contingency contracting experience should be factored into the length of time required to complete this training and certification program. Finally, this tailored program must incorporate the inputs from supported force commanders and key staff members to address their specific requirements. However, the

overall accountability for training and certifying the CCOs must lay with the DOC at home station because the DOC has the command responsibility and the necessary in-house expertise to accomplish this task successfully. The specific MOOTW related training competencies must include the small purchase procedures, manual contracting procedures, blanket purchase agreements, and interpreter/translator contracts among others. The CCO ITP in Appendix C lists a comprehensive list of tasks on which the CCOs need to focus prior to their deployments in support of MOOTW missions. Without this training and certification process, the future CCOs are destined to repeat the mistakes made by their predecessors.

2. Striking the Right Balance

The CCO must interact with the staff members on a professional basis as well as a personal level to truly gain a complete understanding of each staff function by carefully balancing his time between the daily duties at the DOC and the operational planning processes at the support command. Only by working with the operational commander and his staff can the CCO gain a thorough knowledge of the Commander's Intent and participate in the development or revision of CONPLANs, OPLANs, and OPORDs that address the unit's likely contingency deployment scenarios. By networking regularly with the force commander and his staff members, the CCO can coordinate his contract planning with other logistics and host nation support planning by the S4/G4/J4 and S5/G5/J5 elements. This knowledge and participation allow the CCO to acquire a firm grasp of the unit's organic logistics infrastructure and plan the necessary contract actions

to meet future logistics requirements in MOOTW deployments. Also, this habitual relationship provides the CCO with the necessary opportunities to train the commanders, their staff, and designated unit personnel on the proper procedures for obtaining contracting support. The greatest benefit of this habitual relationship is that it cultivates the unified effort from task force team members to promote increased security and higher quality of life for the deployed forces, which ultimately translates into MOOTW mission success.

3. Contingency Contracting Support Functions

The responsibility to train Field Ordering Officers (FOOs), Contracting Officer's Representatives (CORs), and Class A Agents must remain with the CCO. Due to the dispersion of operational units supported by the CCO and the limitation on free movement during the early stages of MOOTW, an effective utilization of these individuals is crucial in the CCO's ability to provide the necessary contracting support to each unit. These individuals are typically designated at the unit level, and their jobs are considered additional duty. At the time of appointment, the CCO must provide these individuals with requisite formal training that includes a review of duties, authority limitations, form completion, and reporting requirements. The CCO must ensure that each organization identifies at least two candidates (one primary and one alternate) for each position. Because these individuals are not contracting personnel and have limited formal procurement training or experience, the CCO must thoroughly train each individual on the various procurement and disbursement policies and procedures applicable to the

designated position. This training must be done routinely in advance of actual MOOTW deployment because the CCO's time becomes extremely limited once the deployment alert notice is given.

The best time to train the commanders, staff members, and designated support functions is at home station prior to the deployment planning phase. The CCO must take an active part in conducting predeployment classes for those lower level unit personnel designated to prepare the request documents. The requesting unit must be informed of the need to provide the following information at a minimum to the CCO in order to ensure timely and most cost effectively fill of the requirement.

1. A detailed statement of requirement that includes an itemize description of the supplies or services required by the unit.
2. An Independent Government Cost Estimate based on market research conducted by the requesting unit.
3. A funded Purchase Request and Commitment (PR&C) to ensure appropriate funds are available for the purchase.
4. A nomination for the Contracting Officer Representative to oversee the contract if it is for a service.
5. A point of contact for the unit to verify the actual requirement and ascertain additional information if needed.

This training and subsequent applications of the request procedures must be enforced by the chain of command to be effective. The Field Ordering Officers (FOOs) themselves can further assist in this information dissemination. These individuals can significantly enhance the CCO's ability to train all lower level unit commanders, officers, and senior NCOs on the implications of unauthorized commitment and the necessity of using the correct methods to protect the interests of the U.S. Government.

4. Contract Support Plan

The CCO must develop tailored CSPs for specific MOOTW locations and situations to provide the supported force with a 24-hour capability for responsive contracting action. It is the CCO's responsibility to aggressively pursue the planning and establishment of a contracting annex to force command's OPLAN. Through his persistence, the CCO must be involved in the planning process from the onset and cannot be content to wait until called because his flexibility and responsiveness may be severely limited. In accordance with the supported unit's designated deployment region and responsibilities, the CCO must structure the CSP around the factors specific to each MOOTW deployment scenario. If the MOOTW scenario permits, the CCO's plan must include performing site surveys in the deployment area, evaluating the local commercial base, identifying potential local sources of supplies and services, and obtaining local price estimates. Additionally, the CCO must incorporate full usage of HNS and LOGCAP resources in the CSP to complement his contingency contracting solutions during MOOTW deployments. Through the CSP, the CCO must assure the force commander that contracting plans and standard operating procedures are implemented and reviewed prior to their execution. .

5. Contingency Contracting Support Kit

The CCO must develop individual contingency contracting support kits suited to specific deployment scenarios or anticipated deployment areas. These kits include office automation equipment and forms such as a Price Negotiation Memorandum (PRM), a

Buyer's Worksheet, and a Justification and Approval (J&A). The required forms, general supplies, and equipment allow the CCO to execute his contracting responsibilities for a predetermined time at a remote deployment location. At a minimum, the information in each database should include area studies, available local sources, and additional recommendations from State Department foreign service personnel. Both the basic kit and the database for the specific deployment region must accompany the CCO on each MOOTW deployment. At a minimum, the following automation equipment and reference materials must be included in the contingency contracting support kit:

1. A laptop computer with common processor speed, standard operating system, sufficient hard drive space, and fax/modem card.
2. FAR, DFARS, AFARS, and contracting activity specific policies and guidelines.
3. Unit contracting SOP with detailed instruction on office organization, daily business operations, use of office contracting tools, basic contract administration responsibilities, and all contracting forms used.
4. Office equipment, such as fax machine and telephone, and a minimum of one-month office supplies.

Because these items represent the minimum requirements for the CCO, a more comprehensive list is provided in Appendix D of this study in accordance with AFARS Manual No. 2.

6. Understanding Logistics Civil Augmentation Program

The CCOs must take the lead in educating the commanders and their staff officers to fully capitalize on the value of the LOGCAP in MOOTW missions. However, the CCO must first develop a clear understanding of the LOGCAP before he can effectively communicate this knowledge to other key players in the MOOTW environment. The use

of LOGCAP in various MOOTW missions has proven that the private sector now plays a key role in supplementing the logistics and engineering needs of the military. Because the LOGCAP services are primarily designed for use in a MOOTW environment in which no bilateral or multilateral agreements exist between the U.S. and the host nation, it is an ideal tool for the CCO to supplement his contract actions. The CCO must tailor the LOGCAP contract to provide additional logistics support in MOOTW areas with formal HNS agreements, involvement of other contractors, or other peacetime support contracts. Additionally, the CCO can use this program to support the CONUS mobilizations in assisting the operational forces during the Deployment phase of MOOTW.

D. ANSWERS TO RESEARCH QUESTIONS

1. What are the requisite roles and responsibilities of Contingency Contracting Officers (CCOs) involved in Military Operations Other Than War (MOOTW) and how can these individuals best prepare themselves to meet the critical demands of these operations?

In MOOTW environment, the most important and challenging task for today's CCOs is to prepare for a contingency mission of uncertain operational nature, scope, and duration. Because most MOOTW missions involve ambiguous threats, unpredictable conflicts, ad hoc force packages, and nonmilitary participants, the CCOs must understand the broad spectrum of MOOTW if they are to successfully accomplish their assigned missions. This thorough knowledge in doctrinal concepts that govern the parameters of MOOTW missions is an essential element of the CCO functioning as an integral member of Army task force. The challenges of contracting for logistics support in MOOTW demand intimate understanding of the deployed force's requirements, close integration

with the key players, adept knowledge in the contingency contracting skills, and flexible approach to find the most responsive solutions. The primary mission of these CCOs must always reside in providing timely and accurate responses to the procurement needs of the deployed forces.

2. What are the fundamental characteristics of MOOTW and Contingency Contracting in MOOTW environment?

The diversity of past and present MOOTW missions suggests that their fundamental characteristics evolve in response to the changes in geopolitical and socioeconomic climate. This dynamic and uncertain nature of MOOTW requires the Army to adopt a flexible posture in responding to the broad spectrum of MOOTW missions. Although the Army divides MOOTW into two categories of peacetime and conflict operations, this distinction is obscure in most MOOTW missions that require the employment of combat and noncombat capabilities. The state of conflict is a complex environment that requires the Army to participate as a joint task force component in multinational setting. The principal role of the military in conflict operations is to control the hostilities and restore peacetime conditions to the region. The role of the military in peacetime operations is less prominent as they require a concerted effort of diplomatic, economic, and informational assets to achieve national objectives. Faced with this highly diversified range of missions, the role of contingency contracting in MOOTW is to augment the organic logistics support capabilities in meeting the critical needs of the deployed forces. In most MOOTW missions, the host country cannot provide the necessary logistics assistance due to the lack of its own logistics system. Contingency

contracting fills the void in these situations as the only mechanism for providing logistics support.

3. What is the purpose of the CCOs, and what are their requisite roles and responsibilities?

The purpose of the CCOs is to provide the operational commanders an effective force multiplier of Combat Service Support (CSS) for the deployed forces to ensure their successful mission accomplishment. The requisite roles and responsibilities of the CCOs are to:

1. Become an integrated team member of the task force and educate the operational commanders and their staff officers about the CCO's capability to provide essential logistical support to the deployed force.
2. Train each member of the contingency contracting support functions on the various procurement and disbursement policies and procedures applicable to the designated position.
3. Aggressively pursue the planning and establishing of a contracting annex to existing force command's OPLAN to incorporate specific plans to cover various contingencies that require HNS, LOGCAP, or contracting support.
4. Gain working knowledge in the statutory and regulatory requirements to facilitate the delegation of appropriate authorities and responsibilities to expedite contract actions in time sensitive MOOTW environment.
5. Develop individual contingency contracting support kits suited to specific deployment scenarios or anticipated deployment areas and continually review and update the basic kit and the database to ensure their suitability and accuracy.
6. Develop a clear understanding of the LOGCAP capabilities and take the lead in educating the commanders and their staff officers to fully capitalize on the value of the LOGCAP in MOOTW missions.

4. What lessons learned from past MOOTW experience can be drawn to better train and educate the CCOs in preparation for and execution of MOOTW?

Based on the inadequacies observed in the deployed CCOs in past MOOTW missions, today's CCOs must be prepared to train and educate not only themselves but also other key players in the MOOTW environment. These lessons stress the need for the CCOs to:

1. Strike the right balance time between the daily duties at the DOC and the operational planning processes at the support command. Establishing a personal relationship with the operational commander and his staff is critical in becoming an active player in the team and educating these individuals at home station prior to the actual deployment.
2. Seek and commit to a systematic and performance-oriented training in basic and contingency contracting skills. Acquiring and demonstrating these requisite skills in support of contingency operations is essential to the CCO's credibility as well as to the deployed force's mission success.
3. Identify, select, and train members in the contingency contracting support functions early to fully capitalize on their capabilities. This training must be conducted routinely in advance of actual MOOTW deployment to prevent long procurement leadtimes caused by inadequate training.
4. Obtain and maintain the most current information on area studies, available local sources, statutory and regulatory requirements, and additional recommendations from other sources for inclusion in the CSP. Update the contingency contracting support kits continually to correspond with the currently available information.
5. Attain and disseminate knowledge regarding the scope and capabilities of the LOGCAP to fully capitalize on its value to contingency operations and to minimize the risk in the development of customer dissatisfaction and contractor disaffection.

5. What resources are currently available or should be made available for the CCOs to obtain and maintain their requisite skills?

The formal education available to the CCOs can never substitute for the value of hands-on experience. Due to the career progression and shortage of contracting officers, it is highly unlikely that the Army can afford to assign only those experienced CCOs to FORSCOM contracting activities. Therefore, the CCOs must seek educational opportunities to obtain the basic understanding of contracting prior to their assignment at FORSCOM contracting activities (See Appendix C). The next critical training resource is the OJT available to the CCOs at the DOC. As outlined in the CCO Individual Training Plan of AFARS Manual No. 2, this program provides a systematic and performance-oriented training for the CCO to acquire and demonstrate the necessary skills in contracting and purchasing tasks. With its own tailored program, each contracting activity can qualify and certify their CCOs based on the specific mission scenarios of the supported force. Finally, the wealth of knowledge in doctrinal concepts and operational experiences of the force commanders and key staff members can offer priceless training opportunities for the CCOs. The CCO's active involvement in the task force planning process and interaction with other staff functions are critical in facilitating better understanding of operational unit's requirements as well as communicating the CCO's capabilities to the task force.

6. What MOOTW deployment scenarios might the CCOs face in the future, and how should they be employed to ensure successful mission accomplishment?

Based on the on-going conflicts among the third world nations to gain regional dominance or to settle religious and ethnic struggles, it is highly likely that the U.S.

leadership and engagement abroad will continue to take the form of military prevention or intervention, i.e. MOOTW. Presently, Army forces are still operationally engaged in Bosnia and Kosovo with no definite timeline set for their return. Although it is difficult to anticipate the nature and location of future MOOTW missions, they will more than likely offer the same challenges of uncertain nature, scope, duration, and high operational tempo. Correspondingly, the position of CCO will continue to play an important role. It is critical that the CCOs must be the first to deploy and last to return in support of the MOOTW deployed forces. The CCO capabilities to support all aspects of MOOTW logistics requirements throughout their various phases afford the operational commander with a valuable force multiplier. Therefore, the CCO's training and planning must adequately prepare them to meet the MOOTW challenges of tomorrow.

E. AREAS FOR FURTHER RESEARCH

This analytical study has only begun to reveal the growing body of knowledge on the requisite training and planning skills of the CCO. The areas for further research listed below are provided to promote better understanding of the contingency contracting and its related topics.

1. Need for Non-Commissioned Officer (NCO) Positions

Although the Modification Table of Organization and Equipment (MTOE) lists the NCO contingency contracting positions, these positions currently are not filled. What is the impact of this personnel shortage on contingency contracting, and how will the Army fill these critical positions?

2. Size and Effectiveness of Division Contracting Section

Currently two CCOs billets are slotted to support each division in the Army. Given the increased operational tempo of deployable divisions, can these two CCOs adequately support the deployed division and how effective are they in meeting the support requirements of the deployed units?

3. Contract Award, Administration, and Close-Out Procedures

Given the difference in culture, language, customs, and business practices encountered by the CCOs in MOOTW, what are the problems surrounding the contract award, administration, and close-out procedures and how can these issues be effectively dealt with to prevent or resolve the problems?

4. Contingency Contracting Knowledge at Command/Staff Levels

Given the importance of the CCO involvement in MOOTW task force planning processes, does the Army leadership at command and staff levels have sufficient knowledge of the capabilities and limitations of contingency contracting and how can this level of knowledge be increased?

APPENDIX A

CONTRACTING AND MOOTW TERMS AND DEFINITIONS

Acquisition – “Acquisition” means the acquiring by contract with appropriate funds - supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. It is an integral part of the overall theater logistics plan and operational system which includes requirements generation flow, contract/purchase, inspection, acceptance and user receipt of delivery. [Ref. 5:p. 107]

Army Federal Acquisition Regulation Supplement (AFARS) – The Army supplement to the FAR and DFAR implements Departmental procedures and instructions. [Ref. 5:p. 107]

Contingency – An emergency involving military forces caused by natural disasters, terrorists, subversives, or by required operations. Due to the uncertainty of the situation, contingencies require planning, rapid response, and special procedures to ensure the safety and readiness of personnel, installations, and equipment. [Ref. 2:p. 1]

Contingency Contracting – Direct contracting support to tactical and operational forces engaged in the full spectrum of armed conflict and Military Operations Other Than War, both domestic and overseas. [Ref. 3:p. 2-6]

Contract – A mutually binding legal agreement between two or more persons, enforceable by law. [Ref. 5:p. 107]

Contracting – Purchasing, renting, leasing, or otherwise obtaining supplies or services from nonfederal sources. Contracting includes descriptions (but not determination) of supplies and services required, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. It does not include making grants or cooperative agreement. [Ref. 2:p. 1]

Contracting Officer's Representative (COR) – An individual appointed by the contracting officer (DFARS 201.602-2) to assist in the technical monitoring or administration of a contract. Responsibilities are specifically assigned to the COR in the contracting officer's letter of designation. [Ref. 5:p. 107]

Defense Federal Acquisition Regulation Supplement (DFARS) – A DoD supplement to the FAR establishing uniform policies and procedures applicable to all Defense agencies. [Ref. 5:p. 107]

Deviation – The FAR defines this term as not to adhere to policy, procedure, solicitation provision, contract clause, method, or practice of acquisition actions conducted for any reason that is inconsistent with the FAR or agency regulations. [Ref. 6:p. 1-3]

Federal Acquisition Regulation (FAR) – A statutory directive establishing uniform policies and procedures for acquisition by most government agencies. [Ref. 5:p. 107]

Head Contracting Agency (HCA) – The official in command of one of the contracting activities (usually MACOM) listed in DFARS 2.101(a). This official appoints contracting officers at subordinate installations. Contracting officers are responsible to the HCA for ensuring statutory and regulatory compliance. [Ref. 5:p. 108]

Host Nation Support (HNS) – Agreements are normally negotiated through the U.S. State Department to provide HNS for deployed forces. Support items under these agreements may include: billeting, food, water, fuel, transportation, and utilities. [Ref. 5:p. 108]

Logistics Civil Augmentation Program (LOGCAP) – LOGCAP plans for the use of civilian contractors to support contingencies or to augment the combat service support force structure of selected forces. [Ref. 5:p. 108]

Military Operations Other Than War – A wide range of activities where the military instrument of national power is used for purposes other than the large-scale combat operations usually associated with war. Although MOOTW are usually conducted outside the US, they also include military support to US civil authorities. [Ref. 3:p. 2-7]

Mobilization – The rapid expansion of military forces and production to meet personnel and material demand in a war-fighting situation. This explanation requires the action of the President or Congress (usually a declaration of national emergency). The removal of the peacetime acquisition constraints happens as a result of the activation of emergency powers of the President. There are varying degrees of mobilization that the President can order. [Ref. 4:p. 227]

Ordering Officer – An individual appointed by the chief of the contracting office (AFARS 1.602-2-91) to purchase goods or services paid from a specific, limited fund. Neither property book officers nor Finance Officer's Representative may be ordering officers. [Ref. 5:p. 109]

Simplified Acquisition – The acquisition of supplies and services, including construction and research development, the aggregate amount of which does not exceed the simplified acquisition threshold established by Congress. [Ref. 5:p. 109]

APPENDIX B

TYPES OF MILITARY OPERATIONS OTHER THAN WAR

Security Assistance. The Army conducts security assistance operations to provide military articles, training, and defense-related services authorized by statute law. Security assistance is a key element of US foreign policy, with DOS as the lead agent supported by DOD. These operations are strictly controlled by the *Foreign Assistance Act of 1961*, which deals with international military education and training (IMET), or the *Arms Export Control Act of 1976*, which deals with foreign military sales. The US Government provides security assistance on a credit or cash basis to the host nation. Senior army commanders must be careful not to commit the US Government to providing any assistance that could be construed as security assistance without following the statutory requirements. The in-country security assistance office (SAO) is the military focal point for formulating, planning, and executing these programs. Theater CINCs make significant contributions, to include supervision, support, selection, and command of SAOs. The ASCC contributes to developing assistance requirements. CONUS-based units are usually called on to provide security assistance training teams. Still, in-theater or OCONUS-based units could also provide the training. Training provides the most lasting military contribution for security assistance efforts. Security assistance officials, in rare circumstances, may direct the Army to transfer military hardware or materiel to foreign nations in response to a crisis requiring a surge of military support.

Nation Assistance. Nation assistance programs promote stability and orderly progress, thus contributing to the prevention of conflict. If internal conflict has begun, the goal of nation assistance is to aid in removing its root causes. Nation assistance becomes a primary means of bringing the conflict to a successful resolution according to the internal defense and development strategy. Nation assistance consists of general missions such as assisting with development-related infrastructure projects, training health care workers, and improving the professionalism of national military forces. Nation assistance missions can generate useful good will toward the US and assist friendly governments.

Search and Rescue. Search and rescue operations are sophisticated actions requiring precise execution. They may be clandestine or overt. They may include the rescue of US or foreign nationals or items critical to US national security. Rescue operations require timely intelligence and detailed planning. They usually involve highly trained special units but may be supported by general-purpose forces. Search and rescue operations may be required in peacetime as well as in conflict and war.

Noncombatant Evacuation. NEOs are normally conducted to evacuate US civilian noncombatants and nonessential US military personnel from locations in a foreign (host) nation to a safe haven, preferably the US. An NEO is normally conducted to evacuate US

citizens whose lives are in danger from a hostile environment or natural disaster. NEOs may also, include the selective evacuation of citizens of the host nation and third-country nationals. NEOs involve swift, temporary occupancy of an objective, perhaps using temporarily disabling technologies to minimize casualties and end with planned withdrawals. They may include the use of force. Under ideal circumstances, little or no opposition to the operation exists. Still, commanders must anticipate and plan for possible hostilities. If military forces are employed in an NEO, they usually comprise units from more than one service. The regional CINC, on being ordered to support an NEO, designates a JFC to exercise overall control of the operations involved in the NEO. Evacuation operations differ from other military operations, since direction of the operation may remain with the American ambassador at the time of the evacuation. Further, the order to evacuate is a diplomatic-- rather than a military--decision, with extensive ramifications. FM 90-29 provides details on NEO operations.

Peacekeeping. Military peacekeeping operations support diplomatic efforts to achieve or maintain peace in areas of potential or actual conflict. The single, most important requirement of a peacekeeping operation is consent to the operation by all the parties to the dispute. Such consent represents an explicit agreement, permitting the introduction of a neutral third party. The US may participate in peacekeeping operations under the sponsorship of the UN or other IOs, such as the Organization of American States, or in cooperation with other countries. The UN has been the most frequent sponsor of peacekeeping operations. Peacekeeping often involves ambiguous situations that require the peacekeeping force to deal with extreme tension and violence without becoming a participant. Based on the peacekeeping mandate and the stationing agreement, specific TOR, follow-on command directives, and ROE are established.

Show of Force. Shows of force lend credibility to the nation's promises and commitments, increase its regional influence, and demonstrate resolve. These operations can influence other governments or politico-military organizations to respect US interests and international law. These operations can take the form of aircraft and ship visits, multinational training exercises, forward deployment of military forces, and introduction or buildup of military forces in a region. The appearance of a credible, trained military force underscores national policy interests and commitment, improves host-nation military readiness and morale, and provides an insight into US values.

Counterdrug Operations. Support to counterdrug operations complies with the national drug control strategy, complements the efforts of law enforcement agencies, and supports foreign governments. At the level of national strategy, the NCA places increasing importance on the role of DOD in controlling the flow of drugs across US borders. The objective of military counterdrug efforts is to reduce the flow of illegal drugs into the US. Military support is therefore a balanced effort to attack the flow of illegal drugs at the source, while in transit, and during distribution in the US. Military counterdrug activities may also be used to support insurgencies and counterinsurgencies and to combat terrorism.

Humanitarian Assistance and Disaster Relief. Humanitarian assistance and disaster relief operations are unique peacetime operations because they could be conducted within CONUS. Recent examples in the US have included assistance rendered in the northwest states to contain forest fires and relief operations following Hurricanes Hugo in 1989 and Andrew in 1992. These operations fall within the category of support to domestic civil authorities. Examples of in-theater operations include famine relief efforts in Somalia and hurricane relief operations in Hawaii following Hurricane Iniki. Humanitarian assistance and disaster relief operations provide emergency relief to victims of natural or man-made disasters. These operations may include refugee assistance, food preparation and distribution programs, medical treatment and care, damage assessment and control, forensic identification, maintenance of law and order, reestablishment of communications networks, and sanitation/water facilities. ARFOR are committed to these operations when localities become overwhelmed by the extent of the situation and can no longer provide basic human needs and protection. The ability to respond on short notice with a wide array of capabilities is a unique attribute of the Army. The length of commitment is normally limited to the time that communities and other government and private agencies can handle continued operations by themselves. When properly executed, military participation in humanitarian assistance and disaster relief operations has long-term positive effects. Overseas, such participation demonstrates good will and engenders mutual respect. At home, it provides soldiers the opportunity to demonstrate their skills while helping their fellow citizens.

Civil Affairs and Psychological Operations. Although not a peacetime operation, CA and PSYOP are critical operations that aid commanders in accomplishing their peacetime objectives. Commanders at all levels must understand the depth and capabilities of CA and psychological support found throughout any given command. Commanders must understand the CA and PSYOP ability to support US and allied armed forces.

Civil Affairs. ARFOR execute CA programs to support the unified commander. During peacetime, CA support is often provided as an ancillary benefit to deployments for training. CA units are suited to both short-term and longer-term involvement. To be effective in short-term operations, these programs require continuous preparation, regional expertise, and consistent coordination between civil and military authorities. This preparation is best achieved through peacetime involvement in the theater.

Psychological Operations. ARFOR PSYOP forces execute PSYOP to support the unified commander and US national interests. Throughout the range of military operations, PSYOP is a vital force employed to optimize the influence of US national policy on foreign target audiences, whether neutral, hostile, or friendly. In MOOTW, PSYOP provides the commander with the capability to project the purpose and mission of US forces and to influence target audience behavior to support the commander's mission. PSYOP is a force multiplier, providing long-range, mid- to long-term support of the unified commander's intent. While classified as SOF, PSYOP is a general force

multiplier. This support exists at all levels of command and operations--from strategic to tactical. PSYOP units are regionally focused and maintain extensive historical research and expertise on the sociological, economical, and religious practices and on the languages of a given AO. ARFOR PSYOP support US Army, Navy, Marine Corps, Air Force, and allied forces. Except for PSYOP-unique equipment and military occupational specialties (MOS), the unit of attachment sustains PSYOP elements. For PSYOP to achieve maximum effectiveness, planners must include it in the planning process early.

Transition to Hostilities. Operations conducted in peacetime are designed to preclude the onset of conflict. Due to factors that may not be controlled, conflict may evolve. Because the transition to conflict may occur in a gradual or abrupt manner, the ARFOR commander must prepare for either eventuality. The operational METT-T assessment provides the mental process for the continuing reevaluation of the operational environment. That reevaluation aids the identification of needed Army capabilities in the event of conflict. Such identification assists national-level decision makers in determining mobilization requirements.

Terrorism. Terrorism is the calculated use of violence or the threat of violence to inculcate fear. Terrorism is intended to coerce or intimidate governments or societies pursuing goals that are generally diplomatic, religious, or ideological. Combating terrorism consists of defensive (antiterrorism) and offensive (counterterrorism) actions.

Antiterrorism. Antiterrorism includes all measures that installations, units, and individuals take to reduce the probability of their falling victim to a terrorist act. Antiterrorism includes those defensive measures that reduce the vulnerability of individuals and property. The extent of these defensive measures varies based on assessment of the local threat. These measures include:

- Being personally aware and knowledgeable of personal protection techniques.
- Implementing crime and physical security programs to harden the target.
- Making installations and personnel less appealing as terrorist targets.

Counterterrorism. Counterterrorism includes the full range of offensive measures to prevent, deter, and respond to terrorism. These measures are normally carried out by SOF under the direction of the NCA. Local measures include only those actions taken to terminate an incident or apprehend individuals responsible for terrorist acts. Other countermeasures--preemption, intervention, or retaliation with specialized forces operating under the direction of the NCA--have the characteristics of attacks or raids. The Army commander may conduct actions before, during, or after a terrorist incident. Although DOS has the lead in combating OCONUS terrorism, the Army commander and his staff must understand the threat and its tactics, as well as current US policies, when dealing with terrorists. The Army may be the lead or a supporting force in an effort to combat terrorism during a specific operation.

Attacks and Raids. Attacks and raids can support rescue or recovery operations to destroy or seize equipment or facilities that demonstrably threaten national collective security interests. They can also support counterdrug operations by destroying narcotics production or transshipment facilities (if authorized by the NCA) or by supporting a host government's actions in this regard. The principles of combat operations directly apply. Attacks by ground, air, and naval forces damage or destroy high-value targets or demonstrate the capability to do so. Raids are usually small-scale operations involving swift penetration of hostile territory to secure information, seize an objective, or destroy targets. Attacks and raids end with a withdrawal. Successful attacks and raids can create situations that permit seizing and maintaining the diplomatic initiative. To be successful, they require the proper focus of planning, organization, training, and equipment. Attacks and raids may involve conventional forces and SOF. The JFC usually plays a larger role than the Army operational-level commander in planning and executing these types of operations.

Unconventional Warfare. UW is a series of military and paramilitary operations conducted in enemy-held, enemy-controlled, or diplomatically sensitive territory. UW includes, but is not limited to, guerrilla warfare, evasion and escape, subversion, sabotage, and other operations of a low visibility, covert, or clandestine nature. US military support to UW operations can include the use of both conventional forces and SOF. UW is usually a long-term effort. Techniques and tactics for certain UW operations are similar to those employed in support of insurgencies. However, support for insurgency differs from that for UW. Insurgency accomplishes strategic goals directly, whereas UW typically supports conventional operations. The difference affects the operational and strategic design of the operation. For example, operations in support of insurgencies give priority to infrastructure and diplomatic development, while UW emphasizes military actions.

Insurgency and Counterinsurgency Operations. Insurgency and counterinsurgency are two aspects of the same process. However, they differ in execution. Insurgents assume that appropriate change within the existing system is not possible or likely. Insurgency therefore focuses on radical change in diplomatic control and requires extensive use of covert instruments and methods. Counterinsurgency uses principally overt methods and assumes appropriate change within the existing system is possible and likely. The US supports selected insurgencies that oppose oppressive regimes which work against US interests. Since support for insurgencies is often covert, many operations connected with them are special activities. Because of their extensive UW training, SOF are well-suited to provide such support. Conventional forces may be called on when the situation requires their functional specialties. Their tasks may include support and advice. The CINC may direct the ASCC to provide equipment, training, and services to insurgent forces. In the following types of operations, ARFOR can assist insurgents:

- Recruiting, organizing, training, and equipping forces to perform unconventional or guerrilla warfare.

- PSYOP.
- Institutional and infrastructure development.
- Intelligence-gathering.
- Surreptitious insertion.
- Linkups.
- Evasion and escape of combatants.
- Subversion.
- Sabotage.
- Resupply.

The US uses its military resources to provide support to a host nation's counterinsurgency operations in the context of foreign internal defense (FID). FID is the participation by civilian and military agencies in any of the action programs another government takes to free its society from subversion, lawlessness, and insurgency. The US ambassador, through his country team, provides the focal point for interagency coordination and supervision of FID. Military support to FID is provided through the unified CINC. Military resources provide materiel, advisors, trainers, and security assistance forces to support the host nation government's counterinsurgency operations through SAOs. ARFOR operations that support a host nation conducting a counterinsurgency may include, but are not limited to, intelligence-gathering, joint and combined exercises, civil-military operations, humanitarian or civic assistance, logistical support operations, populace and resource control operations, drug-interdiction operations, and tactical operations.

Peace Enforcement (Operations to Restore Order). When in the national interest to stop a violent conflict and force a return to diplomatic methods, the US conducts peace enforcement (PE) operations with its military forces. The US typically undertakes PE operations at the request of appropriate national authorities in a foreign state or to protect US citizens as part of an international multilateral or unilateral operation. The PE force does not represent a wholly disinterested power or such a drastic commitment would not be made. However, the interests of the country or countries that provide forces for these operations are served best by a cessation of violence and a negotiated settlement. Conflict within a given area eventually affects adjacent areas. These effects are seldom desirable and can include refugee movements, arms marketing, proliferation of weapons, and environmental contamination. A further potential exists for the expansion of the conflict beyond its original boundaries. The long-range goals of a PE operation are two-fold. The first goal is to contain the conflict to prevent the destabilization of adjacent areas. The second goal is the agreement to a negotiated settlement by the parties to the conflict. This settlement must resolve the basis for the conflict and establish the foundation for the transition to peacekeeping operations and peacetime operations. The diplomatic complexities of operations to restore order require that available force be sufficient but its use be applied with discretion. The operation also requires that the forces be appropriate to the environment. The senior army commander must understand the constraints and diplomatic sensitivities of this environment and recognize that local law

and customs often influence his actions. PE operations require continuous mission analysis, clear C² relationships, effective communications facilities, joint and multinational force liaison, and effective public diplomacy and PSYOP.

Security Assistance Surges. The US accelerates security assistance when a friendly or allied nation faces imminent threat. In these surges, operations usually focus on logistical support. Geography, the magnitude of the logistics effort, and time limitations determine airlift and sealift requirements. US support to Israel during the 1973 Arab-Israeli War illustrates this kind of operation. The Yom Kippur War demonstrates the importance of airlift in the initial stages of conflict and the follow-on strength of sealift. The CINC may direct the senior army commander to provide equipment from his command as part of security assistance surges. The senior army commander may also provide some of the logistical support (port operation and line haul units) needed to transfer surge equipment to the friendly nation.

Transition to Peacetime or War. The successful termination of conflict operations leads to a return to peacetime. The unsuccessful termination of conflict endangers US interests or threatens a possible transition to war. In either case, the ASCC must be prepared for these outcomes. The ASCC plans consolidation operations to terminate combat operations and prepare the way for the use of diplomatic, informational, and economic elements of power in a peacetime environment. As the level of hostility lessens, the ASCC changes the composition of his force. He replaces those combat arms forces--essential during combat operations--with CS and CSS forces as hostilities subside. Finally, he positions nation assistance forces to complete the transition to peacetime operations.

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APPENDIX C

CONTINGENCY CONTRACTING OFFICER, INDIVIDUAL TRAINING PLAN (ITP)

1. Name of Trainee: _____
2. Date Plan Started: _____
3. Position: Contingency Contracting Officer
4. Purpose. To provide intense, systematic and performance oriented training for contingency contracting officers and NCOs to allow them to demonstrate their competence on the critical tasks required by a deployed contingency contracting officer in support of contingency, peace keeping, and humanitarian operations; training exercises and other Smaller Scale Contingency Operations (SSCO).
5. Concept. The progression of the CKO through this program is performance based. The length of time required will vary depending on previous experience, courses completed prior to starting the program, and training distracters. The Purchasing, Contracts, and Contract Administration Divisions will conduct most of the training. Specialized contingency contracting training which prepares a CKO to contract OCONUS, in a contingency environment, will be conducted by the Contingency Contracting Section during specialized training time determined by the section chief. In order to be fully trained, CKOs will deploy at least annually to do contracting under contingency conditions.
 - a. Phase 1. Complete required Defense Acquisition University (DAU) courses listed below, demonstrate mastery of the tasks listed below, and be warranted to execute contractual documents within the simplified acquisition threshold, and unlimited authority to issue delivery orders against existing contracts.
 - b. Phase 2. Complete required DAU courses and demonstrate mastery of the tasks required to be Level 2 Certified and warranted to execute contractual documents up to \$500,000.
6. The CKO will successfully complete the following DAU courses as part of Phase 1.

	<u>Date Complete</u>	<u>Initials</u>
a. Contracting Fundamentals (CON 101)	_____	_____
b. Contract Pricing (CON 104)	_____	_____
c. Government Contract Law (CON 201)	_____	_____

- d. Contingency Contracting (CON 234) _____
- e. Simplified Acquisition Fundamentals (PUR 101) _____
- f. Opn. Level Simp. Acq. Fundamentals (PUR 201) _____

7. The CKO will successfully complete the following DAU courses as part of Phase 2.

- | | <u>Date Complete</u> | <u>Initials</u> |
|--|----------------------|-----------------|
| a. Intermediate Contracting (CON 211) | _____ | _____ |
| b. Intermediate Contract Pricing (CON 231) | _____ | _____ |

8. Responsibilities.

a. Director of Contracting.

- (1) Exercises overall responsibility for the training and development of the military officer and NCO.
- (2) Approves the ITP. Reviews semi-annually in conjunction with the OER/EER Support Form (DA Form 67-8-1)/NCOER(DA Form 2166-7).

b. Division Chiefs.

- (1) Assign tasks to facilitate CKO's successful performance of the tasks listed in this plan.
- (2) Monitor the officers/NCOs progress.

c. DOC Training Coordinator. Request school quotas.

d. CKOS.

- (1) Master tasks and successfully complete DAU courses IAW this plan.
- (2) Maintain this ITP and obtain appropriate signatures as needed. Include progress on this ITP on OER Support Form (DA Form 67-8-1) / NCOER (DA Form 2166-7).

9. Coordination and Concurrence.

Signature (Officer)

Typed Name (Officer)

Contingency Contracting Officer

Title

Date

Signature (Rater)

Typed Name (Rater)

Director of Contracting

Title

Date

SEMI-ANNUAL REVIEW

1st Review (6 Months)

Signature (Officer)

Signature (Rater)

Typed Name (Officer)

Typed Name (Rater)

Contingency Contracting Officer
Title

Director of Contracting
Title

Date

Date

2nd Review (12 Months)

Signature (Officer)

Signature (Rater)

Typed Name (Officer)

Typed Name (Rater)

Contingency Contracting Officer
Title

Director of Contracting
Title

Date

Date

PURCHASING DIVISION TRAINING PLAN (PHASE 1)

Name of Trainee: _____

Period: _____

<u>Task</u>	<u>Date Complete</u>	<u>Initials</u>
Review supply requirement for completeness	_____	_____
Review service requirement for completeness	_____	_____
Review specifications for completeness	_____	_____
Make corrections to PR in SAACONS	_____	_____
Add vendor to SAACONS	_____	_____
Maintain vendor in SAACONS	_____	_____
Justify soliciting only one source	_____	_____
Determine if service is non-personal	_____	_____
Determine if commodity is a commercial item	_____	_____
Determine if commodity is available from UNICOR	_____	_____
Determine if commodity is available from GSA	_____	_____
Determine if lease versus purchase analysis is required/valid	_____	_____
Determine applicable Standard Industrial Code (SIC)	_____	_____
Prepare DA Fm 2579 Small Business Coordination Form	_____	_____
Prepare SF 98 Notice of Intention	_____	_____
Synopsize when required or process thru Electronic Data Interface (EDI) which ever is applicable for the situation	_____	_____
Evaluate Request For Quotations	_____	_____
Determine price reasonableness when soliciting only one source	_____	_____
Prepare contract award documents	_____	_____
Select appropriate clauses	_____	_____
Prepare amendment and modification	_____	_____
Prepare DD FORM 350	_____	_____
Prepare DD FORM 1057	_____	_____
Prepare DD FORM 250	_____	_____
Orally solicit a purchase request	_____	_____
Prepare a Not to Exceed purchase order	_____	_____
Prepare a BPA	_____	_____

Place an order against a BPA	_____	_____
Conduct credit card training	_____	_____
Perform setup, appointment and termination of credit card holder and AO	_____	_____
Conduct ordering officer training	_____	_____
Appoint, supervise and terminate an ordering officer	_____	_____
Process a ratification of an unauthorized commitment	_____	_____
Demonstrate understanding of funds	_____	_____
Resolve a claim valued at less than \$100,000	_____	_____

Date of Certification _____

Signature of Division Chief _____

CONTRACT ADMINISTRATION DIVISION (PHASE 1)

Name of Trainee: _____

Period: _____

<u>Task</u>	<u>Date Complete</u>	
<u>Initials</u>		
Prepare a delivery order against an indefinite delivery contract	_____	_____
Track fund obligations under an indefinite delivery contract	_____	_____
Perform contract file management	_____	_____
Prepare a unilateral modification to a contract (administrative change)	_____	_____
Prepare a unilateral modification to a contract (change order under changes clause)	_____	_____
Prepare a unilateral modification to a contract (change under clause other than changes)	_____	_____
Train a COR	_____	_____
Appoint, supervise, and terminate a COR	_____	_____
Terminate a contract for convenience	_____	_____
Terminate a contract for default	_____	_____
Perform contract close-out	_____	_____

Date of Certification: _____

Signature of Division Chief: _____

CONTRACTS DIVISION TRAINING PLAN (PHASE 2)

Name of Trainee: _____

Period: _____

<u>Task</u>	<u>Date Complete</u>	<u>Initials</u>
Evaluate requirements package for completeness	_____	_____
Select and justify method of contracting (Describe the various factors bearing on the use of sealed bidding versus negotiation, full and open competition versus other than full and open competition, market surveys and other contract file documents.)	_____	_____
Establish acquisition milestones	_____	_____
Prepare a justification and approval (J&A)	_____	_____
Coordinate and review best value evaluation factors	_____	_____
Properly structure CLINs for Section B	_____	_____
Participate in solicitation preparation for service and supply	_____	_____
Obtain legal review of solicitation	_____	_____
Prepare synopsis for Commerce Business Daily (CBD)	_____	_____
Assemble solicitation package	_____	_____
Amend solicitation	_____	_____
Orally solicit a requirement	_____	_____
Open bids / receive proposals and abstract them	_____	_____
Evaluate bids or offers	_____	_____
Get minor irregularities corrected	_____	_____
Select competitive range	_____	_____
Prepare pre negotiation memorandum	_____	_____
Prepare Pre Business Clearance Memorandum	_____	_____
Conduct discussions	_____	_____
Record and distribute results of discussions	_____	_____

Receive, record, and evaluate BAFOS
 Handle a pre award protest
 Handle a post award protest
 Prepare Post Business Clearance
 Memorandum
 Make cost / price reasonableness
 determination
 Make responsibility determination
 Prepare contract award documents
 Obtain legal review of contract documents
 Execute contract award
 Make and record contract distribution
 Notify unsuccessful bidders / offerors
 Debrief offerors
 Synopsise contract award

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Certification: _____

Signature of Division Chief: _____

SUPPORT DIVISION TRAINING PLAN (PHASES 2)
(COST & PRICING)

Name of Trainee: _____

Period: _____

<u>Task</u>	<u>Date Complete</u>	<u>Initials</u>
Perform price analysis	_____	_____
Perform proposal evaluation for different types of contract	_____	_____
Evaluate Independent Government Cost Estimate	_____	_____
Evaluate unsolicited proposals	_____	_____
Understand Blanket Wage Determination	_____	_____
Coordinate with DCAA for Field Pricing Support	_____	_____
Perform SRB and BCM board duties	_____	_____

Date of Certification: _____

Signature of Division Chief: _____

CONTRACT ADMINISTRATION DIVISION TRAINING PLAN (PHASE 2)

Name of Trainee: _____

Period: _____

<u>Task</u>	<u>Date Complete</u>	<u>Initials</u>
Review solicitation and proposed award and participate review boards	_____	_____
Monitor contractor performance	_____	_____
Supervise a Contracting Officer Representative and Quality Assurance Evaluator	_____	_____
Participate in disputes and appeals resolutions as required	_____	_____
Determine contractor compliance with labor laws	_____	_____
Review contractor property control plan IAW FAR	_____	_____

Date of Certification: _____

Signature of Division Chief: _____

APPENDIX D

CONTINGENCY CONTRACTING SUPPORT KIT

D-1. Planning. Each Contracting Officer (FA 51C) and deployable contracting element must prepare a Contingency Contracting Support Kit. From previous experience, gathering procurement regulations, equipment, and forms upon deployment notification is too late. Units are already deploying to the site and procuring locally to respond to immediate needs. As a result, there may be many unauthorized purchases which will create a workload upon the arrival of procurement personnel. Individual kits should be developed to specific scenarios or anticipated deployment areas, but all should include samples of a Price Negotiation Memorandum (PRM), a Buyer's Worksheet, and a Justification and Approval (J&A).

D-2. The Contingency Contracting Support Kit:

- a. Each kit should include a 90-day supply of the following forms and materials.

For Initially Deploying Contracting Element:

- 1) DA Form 3953, Purchase Request and Commitment.
- 2) DD Form 250, Material Inspection and Receiving Report.
- 3) DD Form 350, Individual Contracting Action Report (Over \$25,000).
- 4) DD Form 1057, Monthly Contracting Summary of Actions \$25,000 or less.
- 5) DD Form 1155, Order for Supplies or Services.
- 6) Standard Form 18, Request for Quotation.
- 7) Standard Form 26, Award/Contract.
- 8) Standard Form 30, Amendment of Solicitation/Modification of Contract.
- 9) Standard Form 33, Solicitation, Offer, and Award.
- 10) Standard Form 44, Purchase Order-Invoice-Voucher.
- 11) Standard Form 129, Solicitation Mailing List Application.
- 12) Standard Form 252, Architecture-Engineer Contract.
- 13) Standard Form 254, Architecture-Engineer and Related Services Questionnaire.
- 14) Standard Form 255, Architecture-Engineer and Related Services Questionnaire for Specific Project.
- 15) Standard Form 1165, Receipt for Cash-Subvoucher.
- 16) Standard Form 1409, Abstract of Offers.
- 17) Standard Form 1442, Solicitation, Offer, and Award (Construction, Alteration or Repair).
- 18) Standard Form 1449, Solicitation/Contract/Order for Commercial Items.

For Main Element Contracting Office:

- 1) DA Form 3953, Purchase Request and Commitment.
- 2) DD Form 250, Material Inspection and Receiving Report.
- 3) DD Form 350, Individual Contracting Action Report (Over \$25,000).
- 4) DD Form 448, Military Interdepartmental Purchase Request (MIPR).
- 5) DD Form 448-2, Acceptance of MIPR.
- 6) DD Form 1057, Monthly Contracting Summary of Actions \$25,000 or less.
- 7) DD Form 1155, Order for Supplies or Services.
- 8) DD Form 1593, Contract Administration Completion Record.
- 9) DD Form 1594, Contract Completion Statement.
- 10) DD Form 1597, Contract Close-out Checklist.
- 11) DD Form 1598, Contract Termination Status Report.
- 12) Standard Form 18, Request for Quotation.
- 13) Standard Form 26, Award/Contract.
- 14) Standard Form 30, Amendment of Solicitation/Modification of Contract.
- 15) Standard Form 33, Solicitation, Offer and Award.
- 16) Optional Form 336, Continuation Sheet.
- 17) Standard Form 44, Purchase Order-Invoice-Voucher.
- 18) Standard Form 129, Solicitation Mailing List Application.
- 19) Standard Form 1165, Receipt for Cash-Subvoucher.
- 20) Standard Form 1402, Certificate of Appointment.
- 21) Standard Form 1403, Preaward Survey of Prospective Contractor General.
- 22) Standard Form 1409, Abstract of Offers.
- 23) Standard Form 1410, Abstract of Offers - Continuation .
- 24) Optional Form 1419, Abstract of Offers - Construction.
- 25) Standard Form 1449, Solicitation/Contract/Order for Commercial Items.

b. A list of authorized Procurement Instrument Identification Numbers (PIIN) IAW DFARS 204-7003, Uniform Procurement Instrument Identification Numbers. These numbers should be provided by a sponsoring support contracting activity, possibly where the contracting element deploys from or is based. PIINs will facilitate the incorporation of the contracts into the sponsoring activities' files and records. The numbering system is used to facilitate control of individual contracting actions. Registers of the PIINs will be maintained according to the type of contracting action as follows:

- 1) Blanket Purchase Agreements (A).
- 2) Invitation for Bids (B).
- 3) Contracts (C).
- 4) Indefinite Delivery Type Contracts (D).
- 5) Contracting actions placed with/thru other Government departments or agencies or against contracts placed by department or agencies outside the DoD. (i.e., NIB, NISH, UNICOR).(F).

- 6) Basic Ordering Agreements (G).
- 7) Lease Agreement (L).
- 8) Purchase Orders (M).
- 9) Request for Quotations (Q).
- 10) Request for Proposal (R).

c. Catalogs with pictures of supplies. Because of probable language barriers, such catalogs would be very helpful. Catalogs of hardware, construction supplies, automotive parts, among others, would be useful.

d. Administrative and other supplies such as:

- 1) Office supplies.
- 2) Contract file folders.
- 3) Hand-held calculators and batteries.
- 4) Field safe and/or security container.
- 5) Flashlights and batteries.
- 6) Sample contract formats.
- 7) Authority to carry a sidearm (DA Form 2818, Firearms Authorization).
- 8) SF 1402, Certificate of Appointment, issued by the Head of Contracting Activity (HCA) or the Principal Assistant Responsible for Contracting (PARC).
- 9) A personal computer with CD-ROM, printer and modem, and a manual typewriter with ribbons.
- 10) A small photo copier.
- 11) Facsimile machine.
- 12) Polaroid camera, batteries, flash and film.
- 13) FAR (available in paperback), Defense Acquisition Deskbook, DFARS and AFARS.

e. Currency. The need for cash and U.S. Treasury checks should be determined in conjunction with the finance and accounting office. FAR 25.501 (a) requires that contracting officers make a determination if offshore contracts with local firms are to be paid in local currency. The use of U.S. currency requires a status of forces agreement with the Host Nation.

- 1) Cash or U.S. Treasury checks will remain in the possession of finance and accounting office personnel. Authorized finance personnel or finance officer's representative will normally accompany the ordering officer to pay on the spot for goods received.
- 2) A list of banking facilities available in the host country where U.S. cash and checks may be converted to local currencies would be helpful to both finance and supply personnel.

D-3. MTOE Equipment.

- 1) Mask, Protective CBR.
- 2) Pistol, 9mm and/or Rifle, 5.56mm M16A2.
- 3) Portable Phone, Cellular.

D-4. Logistical Support Data Bases. U.S. Army, Pacific is developing a data base designed to identify potential sources of goods and services throughout the Pacific theater. The data base is exportable and can be tailored to meet the needs of deployed units. Such data bases may already be available at your site and should be used to supplement operations whenever possible.

D-5. Voltage Requirements. Equipment may need to be adapted to use the local power sources so include these adapters in your kit. Also, bring along extra batteries/power packs in support of your equipment.

D-6. Standard Specifications.

a. When acquiring logistics and life support through contractual means, writing adequate specifications is one of the most difficult tasks the requiring activity will encounter. In order to simplify the process and provide assistance to requiring units, the following specifications are samples of standard requirements which should be prepared in advance of any deployment. Standard specifications under contingency conditions only require the DA Form 3953, Purchase Request and Commitment, attached with certified funds and authorized signatures.

b. Preparing standard specifications before deployment with the coordination of requiring activities, expedites the process for the unit, clarifies and simplifies the work for the contracting office, and eliminates gold plating or excessive specifications that are beyond the government's minimum needs.

SAMPLE - HOST NATION (HN) COMMODITY DESCRIPTIONS

These general guidelines are not detailed specifications as used for commercial contracting. It is understood that reasonable variations to conform to HN capabilities and the needs of the U.S. Army will be made so long as the safety and the health of U.S. personnel are not endangered.

PERMANENT FACILITIES

Office Space:

Will be heated to ____ C (+/- 3 degrees C), lighted to a minimum of ____ lux at desk level, and have as a minimum:

- a. Sufficient number of desks and chairs to accommodate ____ personnel.
- b. Use of normal office provisions such as paper, pencils, typewriters, calculators, etc.
- c. Access to telephones, copy machines, etc. as listed in the schedule.
- d. Access to sanitary facilities.

Dining/Mess Facilities:

Will be heated to ____ C (+/- 3 degrees C), lighted to a minimum of ____ lux at table level and have as a minimum:

- a. Sufficient number of wares (plates, bowls, glassware, spoons, knives, forks) and tables and chairs to accommodate the total number of personnel indicated.
- b. Condiments such as, but not limited to, salt, pepper, sugar, and sauces.
- c. Access to sanitary facilities.

Wash Rack:

Will have as a minimum:

- a. Roof and sufficient space to accommodate the following vehicles:
- b. Access to steam cleaners, water and electricity as follows:
- c. Access to portable or fixed ramps.

SAMPLE - CONTRACTED SUPPLIES AND SERVICES

UCC Specification F 0001 - Forklifts:

1. Forklifts provided by the contractor for the stated rental period will be of commercial type that is equipped for outdoor use. The lifts must have the capability of lifting _____ kilos, to a minimum of 2.5 meters in height. In addition the equipment will be capable of maintaining stability on a 6 percent incline, while handling a load of the specified amount.
2. At the time of delivery the forklifts shall be in sound mechanical condition free of all known defects and ready for immediate use. The equipment must meet all the applicable standards (i.e., government and trade unions) for safe operation.
3. The forklifts will be equipped with the following:
 - a. Gas/diesel powered engine.
 - b. Self-sustained electrical system to include an electric starter.
 - c. Pneumatic tires (snow chains to be provided during winter if applicable).
 - d. Spark proof exhaust system.
 - e. Front and rear lights that will facilitate on road operations during hours of darkness.
 - f. Driver protection roll bar.
 - g. Adjustable forks.
 - h. Warning device (automatically activated when the lift is placed in reverse gear).
4. The contractor shall furnish all the transportation, labor, material, and supervision required for the delivery, operational test, repair and maintenance, and removal of the equipment through the end of the rental period. In addition, the contractor shall furnish all POL products, (with the exception of fuel). This is to include distilled water for batteries.
5. The contractor shall provide a point of contact for on-call maintenance and/or replacement of equipment. The point of contact must be available from 0800 to 2100 to include Saturdays, Sundays and all local and American holidays. The contractor will provide all labor, material, and supervision required to keep the equipment in a serviceable and safe operating condition. Repair and maintenance may be performed on site, subject to coordination with the COR. If a forklift becomes inoperable due to the need for repair and/or maintenance, the contractor will be notified immediately. The contractor must respond, within six (6) hours after notification, to perform the repair and maintenance

services. If repair and maintenance services cannot be performed within the same day, the contractor shall furnish a replacement unit. Equipment that remains inoperable for more than a 12-hour period will be considered not available for use and rental fees will cease until the equipment is repaired to a fully operational condition or replaced with a serviceable unit. The pickup and removal of inoperable equipment will be accomplished at contractor expense.

6. Acceptance of forklifts by the government. At the time forklifts are delivered to the government, the contractor shall issue a form, written in English, for each forklift, which provides the user a means to annotate the conditions of the equipment. In addition, general operating instructions, to include refueling procedures, how to check and add oil, proper operating techniques, and preventative maintenance procedures will be provided by the contractor. The contractor and the COR will jointly inspect the equipment for completeness and will list all damage (to include scratches and dents, etc.) on the inspection form. The inspection form must be signed and dated by both the COR and the contractor as acknowledgment that the forklift was received by the government in the condition described/annotated. A copy of the inspection form will be retained by the contractor and the COR for use during the joint inspection at the end of the rental period.

7. Return of forklifts to contractor. Upon expiration of the rental period, forklifts will be returned to the contractor, clean, and complete with all accessories. Utilizing the inspection form, a joint inspection will be conducted and all discrepancies will be noted. Both the COR and the contractor, or his authorized representative, will sign the inspection form to acknowledge the return of the equipment in the described condition. Reasonable wear and tear, as well as damages which are not annotated on the turn-in inspection form, will not be considered as valid if the contractor later submits a claim against the government.

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