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FLAWED EXECUTION: A CASE STUDY ON OPERATIONAL CONTRACT SUPPORT

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SUPPORT**

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FLAWED EXECUTION: A CASE STUDY ON OPERATIONAL CONTRACT SUPPORT

ABSTRACT

Contracting for supplies and services within a contingency and deployed operational environment has become a vital necessity. Despite the last decade and a half of armed conflict, the military services as a whole have done a poor job of teaching their leaders how to effectively plan for and manage operational contract support, starting with requirements generation and continuing to post-award contract management. The objective of this research is to develop a case study for use in Joint Professional Military Education (JPME) schools that examines the far-reaching strategic, operational, and tactical effects of operational contract support (OCS).

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LIST OF ACRONYMS AND ABBREVIATIONS

CAAF	Contractors Authorized to Accompany the Force
CCDR	Combatant Commander
CMP	Contractor Management Plan
COA	Course of Action
COR	Contracting Officer Representative
CSA	Combat Support Agency
DOD	Department of Defense
DODI	Department of Defense Instruction
GAO	Government Accountability Office
GCC	Geographic Combatant Command
GFS	Government Furnished Support
HCA	Head of Contracting Authority
JCASO	Joint Contingency Acquisition Support Office
JCSB	Joint Contracting Support Board
JFC	Joint Force Commander
JOA	Joint Operations Area
JP	Joint Publication
JPME	Joint Professional Military Education
JSCP	Joint Strategic Capabilities Plan
JTSC	Joint Theater Support Contracting
LSC	Lead Service for Contracting
LSCC	Lead Service for Contracting Coordination
MOS	Military Occupational Specialty
NGO	Non-Governmental Organization
OCS	Operational Contract Support

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I. INTRODUCTION

Contractors have been utilized in warfare for hundreds of years. The United States in particular has used them in every theater of every conflict since the Revolutionary War to provide a range of services including field mess support, logistics support, and security. Regardless of the role contracted support has played in the conflict, contractors have assisted the United States in achieving its desired end-state. Like any entity in an ever-changing battlespace, contracted support brings with it problems and challenges. As with any military operation, planning and preparation is the best way to mitigate those challenges. The planning processes for contracted support have evolved independently across each military service, and while some concepts remain consistent, gaps have arisen in how each military service plans for contracted support during contingencies. Operation Iraqi Freedom highlighted these gaps in planning and some of the subsequent effects included loss of lives, funds, and, in some cases, mission failure. On 29 December 2011, the Code of Federal Regulations 32 Part 158 was signed into law and mandated that the Department of Defense (DOD) conduct operational contract support (OCS) in order to rectify the issues that arose from stove-piped military service planning. The governing document that coalesces the individual military services' planning documents is Joint Publication (JP) 4-10, *Operational Contract Support*. Through education, the government will be able to ensure that OCS will be implemented throughout the DOD. This research seeks to provide a simple, yet common case study to senior-level service members in order introduce the effects of OCS within a deployed environment.

A. WHAT IS OCS?

OCS “is the process of planning for and obtaining supplies, services, and construction from commercial sources in support of joint operations” (Office of the Joint Chief of Staff, 2014, p. ix). The need for a joint doctrine to govern the proper conduct of OCS has its roots in the increasing number of joint theater conflicts that the United States military conducts. While the United States has reaped the benefits of operating jointly in support of the Global War on Terror, the complex nature, personality, and culture of each

military service has led to gaps in planning for contracted support. The top-down, bottom-up approach of OCS is meant to be utilized across the joint environment from the Office of the Secretary of Defense down to the Geographic Combatant Commands (GCC). OCS is broken down into three main elements: Contract Support Integration, Contracting Support, and Contractor Management (Office of the Joint Chief of Staff, 2014). The desired end-state is not only a contract that gives the customer their supplies or services on time, within scope, and within the established budget, but, most importantly, meets customer requirements in a way that enhances (or at least does not hinder) the overall strategic mission.

B. PURPOSE OF RESEARCH

United States Code of Federal Regulations § 158 states that all DOD military services shall apply OCS by planning, integrating, and synchronizing contracted support consistent with combatant commanders (CCDR) policies and JP 4-10. Therefore, it is imperative that all DOD military services understand the concepts of OCS and how it actively affects commanders at all levels of conflict—tactical, operational, and strategic. Analyzing an individual case that is unique, but not uncommon in its challenges allows readers to more fully understand how OCS can affect the outcome of contracted support and, importantly, the outcomes contracted support has on the larger mission. This research seeks to identify and highlight common problems that may arise throughout the planning and contracting process. We have produced an OCS case study with a discussion guide that a facilitator can use to incorporate the case study into their curriculum.

C. INCORPORATING OCS INTO JPME

United States Code of Federal Regulations § 158.5(c)(8) tasks the Deputy Assistant Secretary of Defense (Program Support) (DASD(PS)), under authority, direction, and control of the Under Secretary of Defense for Acquisition, Technology and Logistics (USD(AT&L)) through the Assistant Secretary of Defense for Logistics and Material Readiness, with “serving as the DOD lead for the oversight of training and education of non-acquisition, non-contracting personnel identified to support OCS

efforts” (United States Congress, 2011, p. 754). The Assistant Secretary of Defense for Logistics and Material Readiness decided that the training and education of personnel within the DOD military services should be accomplished by including OCS in the existing Joint Professional Military Education (JPME) curriculum.

It is important to note that while everyone can benefit from understanding the proper use of OCS, the main target audience for understanding OCS is commanders at all levels of operations. Contracted support enables the commander’s mission—his or her understanding of the use of OCS to positively affect operations is paramount. In order to apply the concepts of OCS, commanders must understand how and why OCS is conducted at the joint level of operations. They must also understand the potential benefits of well-executed contract support, as well as the ramifications of poorly executed contract support. The most effective way to efficiently convey the main concepts of OCS, and its effects is through a carefully written case study that uses an actual contract event in an operational environment. The case study will help senior leaders who are familiar with the challenges of a dynamic battlespace to understand how OCS can drastically affect the outcome of an operation at tactical, strategic, and operational levels.

D. CONCLUSION

OCS is simply a tool that the DOD will utilize to manage contractors. In essence, it has been used already by contracting personnel for as long as the DOD has utilized contractors. Incorporating that tool within JPME will introduce the concept to senior leaders. Once those senior leaders return to the operating forces, they will utilize the basics of OCS to plan, execute, and monitor operations utilizing contracted support. In order to understand how to utilize OCS, it is important to understand what OCS is. The next chapter will provide that information and how to incorporate it into the operations order.

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II. LITERATURE REVIEW

The literature review is intended to give the reader a brief overview of the OCS process, the orders that direct it, and insight into how the military services are currently implementing OCS. The first publication this review will look at is Joint Pub 4-10 *Operational Contract Support*, this publication explains in detail how the Joint Force Commander should plan and incorporate OCS. The second publication is Joint Pub 5-10 *Joint Operational Planning Process*. Joint Pub 5-10 explains the planning process used across the Joint Operational Forces and breaks these plans down into the phasing model. Similar to this publication the next review is on the Marine Corps Planning process, which is very similar to the Joint process. This review will also give the JPME student a general idea of where each of the four service components currently stand with the OCS development and where the GAO has identified improvement areas. By understanding the background and guidance within this chapter, a JPME student will have a greater appreciation for the scope and importance of OCS.

A. JOINT PUBLICATION 4-10

JP 4-10, *Operational Contract Support*, was written in response to Title 10, United States Code, Section 2333, and Department of Defense Instruction (DODI) 3020.41, *OCS*. These documents direct the GCC commander “to plan for the proper organization, integration, and synchronization of OCS actions in all combatant commander directed military operations” (Office of the Joint Chief of Staff, Joint Publication 4-10, 2014, pp. I-1). The systems approach to the planning process finds its origins within JP 5-0, *Joint Operations*. By employing the structures listed in JP 4-10, GCC and subordinate Joint Force Commanders (JFC) are able to plan and coordinate the three functions of OCS: Contract Support Integration, Contracting Support, and Contractor Management (Office of the Joint Chief of Staff, 2014).

OCS is a multidisciplinary team effort composed not only of contracting personnel, but logisticians, planners, subject-matter experts, and command leadership. No single organization is responsible for all of the functions of OCS within a command,

especially in a joint operation. OCS functions are coordinated through designated bureaus, boards, centers, cells, and working groups (Office of the Joint Chief of Staff, 2014). There should be a permanent OCS Integration Cell at each GCC to conduct initial phase 0 functions. There should also be a designated lead contracting activity supporting each GCC that is responsible for coordinating contracting activities within each GCC's corresponding geographic area.

A GCC and its subordinate commanders must prioritize their contracting requirements when planning an operation. The prioritization of requirements assists the OCS process in fully supporting the commander's intent for the mission while heeding the financial and resource constraints inherent in all missions. Taking the time to plan and prioritize requirements before a crisis erupts allows the commander time to consider the potential second- and third-order effects that may result from contracted support decisions. When performed correctly, early planning also allows the commander time to consider how he or she will use the powerful economic capability that OCS provides to advance his or her strategic warfighting mission. Through close coordination with contracting personnel, a commander will understand how contracting can assist them in conducting their mission and exploiting their contracting and financial resources as mission-enhancing weapons.

The following discussion will break down into detail the three main tenets of OCS and explain to the JPME student what all is involved within each tenet. This understanding will be crucial for the rest of the document. The first tenet is Contract Support Integration, the second is Contracting Support, and the third tenet is Contractor Management.

1. Contract Support Integration

Contract Support Integration is composed of the actions the command can take to ensure that subordinate and supporting contracting offices "are prepared and organized to plan and manage OCS actions" (Office of the Joint Chief of Staff, Joint Publication 4-10: Operational Contract Support, 2014, pp. III-1). Again, OCS is a team effort that involves all of the staff sections within the command hierarchy. In order to accomplish this

mission, OCS is broken into various types of OCS planning and coordination boards, cells and working groups depending on the size, scope, and complexity of support requirements. The three main entities that perform the functions of OCS within the joint environment are the Combatant Commander Logistics Procurement Support Board, the OCS Integration Cell, and the OCS Working Group. Each of these entities serves to further the advancement of OCS principles across the joint command's AOR. These boards are not to be confused with the requirements review board, which reviews, validates, prioritizes, and approves contract support requests at the operational level (Office of the Joint Chief of Staff, 2014).

The Joint Strategic Capabilities Plan (JSCP) directs the "OCS planning for all plan levels and type, to include commander's estimate, base plan, concept plan, operations plan, and campaign plan" (Office of the Joint Chief of Staff, 2104, p. III-8). The JSCP also directs that an Annex W (Operational Contract Support) be drafted when planning for an operation. The increasing role that contractors play within the DOD highlights the growing importance of the Annex W and the incorporation of OCS into the planning phase (see Appendix A). JP 4-10 provides the following five outcomes of a properly conducted CSI: (1) contracted support can be a "force multiplier capability when organic support is not feasible" (2014, III-9). (2) contracted support reduces military support personnel deployments and the associated strain of a heavy deployment schedule, (3) synchronized procurement, funding, and mission timelines ensure contracted support is applied effectively and efficiently, (4) synchronized commander's intent, contract outcomes, and the operational mission, resulting in positive civil-military support partnerships, and (5) staff planning of contracted support increases their experience, which has a compounding effect on the success of other contracted support (Office of the Joint Chief of Staff, 2014).

CSI provides a force flexibility that in turn increases a support force's capabilities. The ability to develop contracted support allows military planners to enhance combat power at the point of friction and ease the burden of troops in the rear area operations zone (Office of the Joint Chief of Staff, 2014). Thus, contracted support should not be considered as a last resort, but as a functional, planned part of the force.

Use of contracted support is especially critical when force caps are introduced for political or diplomatic reasons. Lastly, through the CSI process, risk is mitigated by incorporating the presence of contracted personnel into the operations order. The OCS-related documents that assist in the development of the operations order are the Contract Statement of Requirement, Contracted Support Synchronization Matrix, and Annex W (Office of the Joint Chief of Staff, 2014).

2. Contracting Support

In large Multi-Service operations, the GCC has the option to designate a Lead Service for Contracting (LSC), a Lead Service for Contracting Coordination (LSCC), or a Joint Theater Support Contracting Command (JTSCC) to provide the most efficient contracting support to the geographic command (Office of the Joint Chief of Staff, 2014). This higher level of contracting coordination will prevent duplicative contracting efforts between designated contracting agencies and make better use of the local vendors. For example, instead of each military service writing its own contract for something that all Services operating in the area will require, such as trash collection, an LSC might write one large contract to provide trash collection for all units operating in the area, thus reducing duplicative efforts and saving contracting manpower. Using that same scenario and aiming toward a different effect, an LSC or LSCC might ensure that different contracts for trash collection services are spread among several different vendors, thus bolstering the financial health of more than one company and increasing local employment. Coordinated effort leverages the US' buying power and synchronizes the effects of OCS in the AOR. This is especially important during phase 0 operations. During phase 0, the LSCC is designated by the GCC in order to coordinate, plan, and divide work amongst the geographical regions in the AOR (Office of the Joint Chief of Staff, 2014). The LSC, by comparison, is responsible for coordinating the integration of a joint force's power across the individual components, whether part of the DOD or not. Finally, the JTSCC is responsible for arranging and ensuring the accurate command and control structure is in place during the conduct of operations. Which structure the GCC chooses is dependent on the larger logistics mission and other operational factors and

“should be planned and specifically addressed in Annex W by phase of operation when possible” (Office of the Joint Chief of Staff, 2014, p. IV-1).

LSC/LSCC: JP 4-10 gives two distinct options for arranging contract support using a lead service arrangement. Though the two structures are similar “the LSCC only has coordination authority, while the LSC is also responsible for providing designated (by Annex W or FRAGORD) common theater support contracting within an operational area, in addition to leading the Joint Contracting Support Board (JCSB)” (Office of the Joint Chief of Staff, 2014, pp. IV-2). Prime examples of common theater support include base operating support (billeting, food service, laundry etc.), transportation, facilities construction, linguist support services, physical security, and intelligence support services. If the GCC establishes an LSC, “then the appropriate Service component contracting activity would provide specified common contracting support to the entire Joint Operations Area (JOA) and would have contracting authority over attached Service component command contracting augmentation personnel” (Office of the Joint Chief of Staff, 2014, pp. IV-2).

JP 4-10 advises that the LSCC “is most appropriate for military engagement, security cooperation, and deterrence activities/phase 0 operations as well as smaller scale, short notice, and short duration contingency operations” (JP 4-10, 2014, IV-2). The distinguishing feature of the LSCC is that “[t]he Services retain [command and control] and contracting authority over their deployed theater support contracting organizations” (Office of the Joint Chief of Staff, 2014, p. IV-2), which is considered a main advantage of the LSCC structure over other arrangements because it does not involve changes to (1) theater support contracting C2 or Head of Contracting Agency authorities (HCA), (2) established Service component relationships, (3) standard contracting procedures, or (4) “financial support arrangements between contracting organizations and their supported units” (Office of the Joint Chief of Staff, 2014, pp. IV-2). JP 4-10 further states that the LSCC arrangement is also most appropriate in operations where the units from each military service operate in separate parts of the JOA and competition for vendors is not a major issue. Some coordination is still needed to ensure there are no duplicative or

conflicting contract actions (Office of the Joint Chief of Staff, 2014). Coordination also helps to standardize contractor tracking and management in the JOA.

When the GCC chooses the LSC option, it is usually the military service with the most capable theater support contracting that is designated. For an LSC, “[t]he designated Service component contracting activity is responsible to provide theater support contracting for specified common commodities and services for a particular geographical region” (Office of the Joint Chief of Staff, 2014, p. IV-3). JP 4-10 recommends an LSC for small, but lengthy operations that are chiefly being executed by one military service. JP 4-10 presents this as the middle ground of the three options available to the GCC. It has the advantage of providing efficient contracting support by using lead Service contracting resources to support all Services while eliminating redundant contracting actions.

JTSCC: The third option, the JTSCC structure, is explained by JP 4-10 as best applied to large, lengthy and intricate phase IV and V operations. In these operations, “the subordinate JFC requires more direct control of common contracting actions” (Office of the Joint Chief of Staff, 2014, pp. IV-4), than what can be accomplished through LSCC or LSC arrangements.

JP 4-10 goes on to explain that the “JTSCC is JTF with C2, normally tactical control, and contracting authority over contracting personnel assigned and/or organizations attached within a designated operational area, normally a JOA” (Office of the Joint Chief of Staff, 2014, pp. IV-3). Since contracting authority is not organic to combatant command Service components, the JP-4-10 reminds readers that contracting authority understandings should be agreed upon early in the planning process. Planning for these arrangements should begin at the earliest stage because while the JTSCC option has advantages, it comes with myriad extra requirements that need to be addressed to run efficiently. JP 4-10 lists additional requirements, including:

- (1) implementing new organizations, C2 relationships, and contracting procedures; (2) more lead time to get JMD approval and fill; and (3) each [Military] [S]ervice must issue HCA designation orders. Moreover, the transition of existing contracts will be complicated and could cause confusion with the vendors/contractors, closeout issues, as well as the

compilation of historical data/lessons learned. (Office of the Joint Chief of Staff, 2014, pp. IV-4).

Per JP 4-10, “the JTSCC normally reports directly to a subordinate joint force command and is responsible to execute all theater support contracting actions as well as coordinate common contracting matters with designated contracting organizations executing or delivering contracted support within the JOA” (Office of the Chief of Staff, 2014, pp. IV-4). The better control that the JTSCC option offers allows for more efficient use of professional contracting staff and increases the JFC’s ability to enforce a baseline standard of support. It also “increases the JFC’s ability to link contract support to the civil-military aspects of the OPLAN” (Office of the Joint Chief of Staff, 2014, pp. IV-4).

a. In-Theater Contracting Planning and Coordination

Contracting planning is a functional task performed by all contracting agencies. Executed in response to stated requirements, contracting planning’s precise definition is set out in the FAR, DFARS, and other contracting authority guidance (Office of the Joint Chief of Staff, 2014). In OCS, contracting planning means that supporting contracting commands are responsible for the work that ensures contracts meet procurement requirements in the most effective, economical, and timely manner. Additionally, contracting planning includes ensuring contracts are closed out in a timely manner considering personnel resources and workload (Office of the Joint Chief of Staff, 2014).

Failure to closeout contracts within the required timeframe (usually within 180 days of acceptance of the final invoice) is a DOD-wide problem that also affects garrison contracting offices (Office of the Joint Chief of Staff, 2014). By closing out contracts in a timely manner, the government is able to ensure that contractors are being paid properly and on time. It also ensures that the government is receiving goods and or services for the funds they expend. This is especially important in a deployed environment where contractors have much to lose when the government does not uphold the terms of the contractual agreement. Finally, closeout is the best time to identify if improper payments have been made to a vendor—the government’s ability to rectify improper payments and get their money back decreases as time passes.

b. In-Theater Contracting Coordination.

The JFC generally uses a JCSB to “coordinate and de-conflict contracting actions within a designated operational area” (Office of the Joint Chief of Staff, 2014, pp. IV-7). JP 4-10 recommends that, “The GCC or subordinate JFC should direct the formation of a JCSB in any operation where there will be significant possibility of redundancy and competition between different military service’s or combat support agency (CSA) contract actions and coordination would serve to improve the overall economy and efficiency of these contracting actions being delivered or executed in the JOA” (Office of the Joint Chief of Staff, 2014, pp. IV-V). LSCC, LSC, or JTSCC convenes the board and determines the meeting schedule necessary to accomplish its JFC-directed mission. Membership on this board should include appropriate military service civil augmentation programs and CSA representatives as well as a J-3/J-4 advisor (Office of the Joint Chief of Staff, 2014).

3. Contractor Management

Contractor management, as defined by JP 4-10, “involves the control, support, and integration of contractor personnel and their associated equipment deploying and operating in the operational area” (Office of the Joint Chief of Staff, 2014, p. xiv). To proactively manage contracted support, contractor personnel must be thought of and planned for as an official part of the deployed force from the beginning. Many contractor management issues can be prevented or mitigated with proper integration planning (Office of the Joint Chief of Staff, 2014).

JP 4-10 takes care to emphasize that, “unlike military members and DOD civilians, contractor personnel are managed and controlled through contract management and governmental oversight staff in accordance with the terms and conditions of their contract” (Office of the Joint Chief of Staff, 2014, p. V-1). Thus, commanders’ have almost no authority to assign contractor personnel to perform a task that falls outside the scope their contract, except in a few emergency situations if certain conditions apply.

Contractor management, as explained in JP 4-10 “is a shared responsibility between the JFC staff, requiring activities, supported unit, base commander, and

supporting contracting officer” (Office of the Chief of Staff, 2014, pp. I-V). Ensuring the careful military oversight of contractor personnel is vital, and contractor pre-deployment training, personnel accountability, and equipment reporting must be proactively planned. Each section (both primary and special staff) on the JFC staff handles all contractor management related matters specific to their functional responsibilities. For instance, the staff sections must maintain the responsibility to manage the daily lives of the contractors who reside aboard the installation (Office of the Joint Chief of Staff, 2014). This includes everything from sanitary services to management of the electric grid. The J-4 manages all of the logistics that allow the contractors to eat, sleep, and maneuver within the AOR, and the J-1 is responsible for tracking their movements while they reside in the AOR.

JP 4-10 instructs the GCC and subordinate JFCs to “establish clear, enforceable, and well understood theater entrance, accountability, force protection, and general contractor personnel management policies and procedures early in the planning stages for a military operation” (Office of the Joint Chief of Staff, 2014, p. V-3). It further exhorts the GCC and his subordinate JFCs to coordinate carefully with the various subordinate military service components and CSAs in order to ensure an oversight plan is established before operations begin. These management plans must be made with the understanding that the terms and conditions of any contract set the boundaries in the relationship between the military and the contractor. Thus, military personnel cannot directly supervise contractor employees. Supervision of contractor employees is a job reserved entirely for the contractor’s management personnel (Office of the Joint Chief of Staff, 2014). To exercise any management control over a contractor, military leaders must work through contract management team. That team normally consists of the contracting officer, COR, and the on-site contract company manager. Any plans for contractor management must be made accordingly.

A combatant command level contractor management plan (CMP) provides AOR or operational area specific contractor personnel and equipment-related guidance to ensure contractors authorized to accompany the force

(CAAF)¹ supporting an operation are qualified to deploy, processed for deployment and redeployment, received in theater, and visible and managed in theater, per GCC guidance and as required under the terms and conditions of the contract. (Office of the Joint Chief of Staff, 2014, pp. V-6).

While Annex W focuses on plans to procure and integrate contracted support in general, the CMP, a key part of OCS planning, is specifically focused on how to provide support (e.g., deployment, base camp services, force protection [FP]) to contractor personnel within the framework of their contracts' terms and conditions. During OCS planning, the shaping of the CMP should also focus on "risk assessments and mitigation regarding the impact of contractors in support of military operations" (Office of the Joint Chief of Staff, 2014, p. V-5). CMPs will cover all of the following activities:

a. Pre-deployment Preparation

Pre-deployment preparation is needed to ensure CAAF meet all GCC requirements before entering the operational theater (Office of the Joint Chief of Staff, 2014). The supported CCDR coordinates with JFC and military service commanders to settle on and publish theater entrance requirements for all CAAF. "Theater entrance requirements include operational-specific administrative preparation, medical preparation, as well as general training, and equipping guidance. For services contracts supporting foreign contingencies, the contracting officer will use standard DFARS deployment clauses to ensure that the contractors understand and are ready to execute their contract in a contingency environment" (Office of the Joint Chief of Staff, 2014, p. V-8).

b. Deployment and Reception/Redeployment

Deployment and reception, "which includes CAAF reception, staging, onward movement, and integration (RSOI) and has its own unique set of challenges" (Office of

¹ CAAF personnel are U.S. citizens or Third Country Nationals (TCN) who do not normally reside within the operational area, Local nationals (LN) who are considered mission essential, such as linguists may also be granted CAAF status. Non-CAAF personnel generally include LN and TCN non-mission essential employees who are permanent residents or guest workers in the operational area.

the Joint Chief of Staff, 2014, p. V-12). All CAAF deployment and follow-on movements should be carefully tracked using tools such as Synchronized Pre-Deployment and Operational Tracker and the Joint Asset Movement Management System. These systems track the location of contractors in theater which enables the JFC to control the flow of CAAF into and out of the operational area all the way through their deployment process. Redeployment actions should be conducted in the reverse order of deployment actions. Redeployment actions should end with a return to their original point of embarkation through their designated deployment center. At the return center redeployed contractor personnel will turn in all government-provided organizational clothing and individual equipment and government-issued ID cards, and finish any other mandated out processing actions (Office of the Joint Chief of Staff, 2014).

c. In-Theater Management

In-theater contractor management tasks include, but are not limited to: legal authority and discipline, sexual assault prevention, reporting law of war violations, contractor visibility and accountability, movement control, government furnished support (GFS), and FP/security. Staff planners should refer to DODI 3020.41, *Operational Contract Support*, for guidance when planning to integrate contractor personnel into contingency operations.

JP 4-10 mentions more than once that “contractor personnel are not part of the direct chain of command” (Office of the Joint Chief of Staff, 2014, p. V-14). It goes on to explain that despite that fact, commanders do have important legal authority over certain contractor personnel. However, JP 4-10 is also careful to note (in bold type) that many of these legal and disciplinary authorities “apply to foreign contingencies and have restrictions based on particular SOFA/security agreements, the type of contractor employees, the nationality of the employees, the type of operation, and nature of the criminal offense” (Office of the Joint Chief of Staff, 2014, p. V-14).

Per DOD policy, contract companies provide all the support their employees require to accomplish their tasks, unless the terms and conditions of the contract state otherwise. However, in contingency operations, planners have found that it is generally

more efficient for the government to collectively provide life support to all CAAF (Office of the Joint Chief of Staff, 2014). Each military service manages its GFS decisions, and all GFS support to contractor personnel must be approved by the GFS adjudication authority before contracts are approved. Key GFS-related tasks include: base camp services, personnel recovery, medical support and evacuation, postal services, mortuary affairs, post/base exchange privileges and access to the MWR Center. Pre-approval is required to ensure capacity exists (or can be obtained) to provide services to contractor personnel.

B. JOINT PUBLICATION 5-0, PLANNING PROCESS

A phase can be characterized by the “focus” that is placed on it.

— Office of the Joint Chief of Staff, 2011

The Joint Planning Process uses a six-phase model as a guide for potential joint operations. Each phase is unique and all phases must be coordinated in support of one another. Phases may slightly overlap, but each phase should have unique starting and ending criteria. When one phase ends, the next one in the sequence should begin. The commander’s guidance and intent should develop the conditions needed to move into a new phase or execute the current phase. Phases should be conditions-driven rather than time-driven. Using a phasing model to synchronize the concept of operations, the commander can control all of his forces in a more fluid manner and avoid unnecessary pauses during the operation.

Successful phasing in an operation prevents the force from reaching a culminating point too early. The process must take into account appropriate operational pauses that allow the logistics and force-sustaining operations to help replenish and reconstitute the main force. Commanders must appropriately plan for these pauses, and do so in a way that does not allow the enemy time to reconstitute his force. The phasing model also gives the commander the flexibility needed to allow the phases to be adapted or even omitted if necessary in order to exploit opportunities against the adversary. It is even

flexible enough to allow some areas of the operation to operate within different phases if needed.

This method of planning is effective for various operations that cover the full spectrum of military operations. The six-phase template is not set in stone, but merely serves as a guide for the commander to plan and shape his model to match the operation. It is up to the commander to pick the appropriate phases needed for each campaign and to ensure that the phases are executed appropriately. Further, OCS is applicable to all phases, however the role of OCS and the ability to obtain battlefield effects varies by phase.

a. Phase 0 – Shaping

Phase 0 is the shaping phase. During phase 0, joint forces and their allies may conduct routine military operations designed to deter potential adversaries and project power in a peaceful manner. These exercises are held continuously to reinforce relationships with allies and are focused on addressing “defined national strategic and strategic military objectives” (Office of the Joint Chief of Staff, 2011, p. III-42). Shaping operations are essential for developing and sustaining partner nations’ military capabilities and the further development of friendly cooperation between militaries. The shaping phase is also essential for base access and for intelligence sharing. Phase 0 shaping activities must be relevant to each particular theater and should be part of normal day-to-day security operations. OCS activities that should take place during Phase 0 involve the establishment of contract related review boards, working groups, and a thorough review of the operational environment in order to assess the security cooperation required.

b. Phase 1 – Deter

Also known as the Deter Phase, this phase is focused on discouraging an adversary from taking any negative action by showing him the capabilities and determination of the joint force. Phase 1 sets the stage for deployment and potential employment of a joint force in the event that the potential adversary is not deterred from

taking action. If a crisis has been identified, the deter phase may include moving forces to staging areas, executing pre-deployment functions, increased partnership with allies, shows of strength, and any other action needed to prepare for a possible crisis (Office of the Joint Chief of Staff, 2011). These actions continue to build upon the security activities that were conducted and prepared during Phase 0. OCS actions should continue to support deterrence activities, which might range from special operations missions to establishing a staging base for follow-on phases.

c. Phase 2 – Seize the Initiative

Seizing the Initiative, Phase 2, is where joint commanders employ the joint force capabilities appropriate to the crisis at hand. If the crisis is a combat operation that means going on the offensive as quickly as possible. By seizing the initiative, the joint force drives the adversary to culminate offensive action early, and allows the conditions for the next phase to take place. Quick and violent application of joint combat forces may be required to deny the adversary from achieving its early goals. If the enemy has achieved his initial goals, forcing them off those objectives and using overwhelming combat power creates the conditions necessary to pursue and destroy the adversary during the next phase. The JFC will continue to conduct operations in order to eliminate the adversary at the earliest opportunity and to put an end to the crisis (Office of the Joint Chief of Staff, 2011). The Joint Commander should always ensure that stability operations are available and ready to be applied in order to help solve the problems that led to the crisis in the first place. The majority on contracting support during this phase will be conducted by the established peacetime contracting commands. Due to the fluid nature of the battlefield, there will be limited system support provided by organic contracting forces during Phase 2.

d. Phase 3 – Dominate

The Dominate Phase is centered on breaking the enemy's resolve for continued resistance (Office of the Joint Chief of Staff, 2011). If the crisis is a non-combat scenario, the Dominate Phase is defined by having complete control of the operational environment. The Dominate Phase is accomplished by having and employing

overwhelming force and capability at the right time and place. Phase 3 involves every major joint force asset and involves the appropriate application of those forces in the operational area as fast as possible. Actions should force teams will be in theatre and working in direct support of the units, they are attached. Once the operational environment is under control, the conditions may allow for a favorable conclusion of the adversary to reach his culminating point and allow the joint force to achieve its primary objectives. The contracting forces will still be arriving during this phase and the majority of support will still be provided by established support contracts. Contingency contracting teams will directly support their units with smaller, rapid purchases and coordination for larger operation-wide contracts will be coordinated at higher levels. More systems support contractors will begin entering theater to maintain and support deployed weapon systems.

e. Phase 4 – Stabilize

The Stabilize Phase is required when there is not an operational civilian government in place. The joint force may be required to establish a governing presence and incorporate other Non-Governmental Organizations (NGOs) to make sure that local areas have a basic functioning government. The local population will need basic services, and contracting may be required to procure those services. The role of OCS will likely be significant during this phase and should be planned in advance. OCS actions are imperative during the stability phase and the JFC must have a detailed OCS plan for coordinating between multiple inter-agencies and international partners. The JFC and his/her contracting support should focus on moving away from cost-type contracts and focus more on fixed-price contracts if the stability within the area of operations allows. Contractors employed by the joint force need to be vetted to ensure that the joint force is not paying adversaries for contracted services and supplies. During the Stabilize Phase, there should be a definitive shift between sustained combat operations and stability operations (Office of the Joint Chief of Staff, 2011). These stability operations should focus on moving the host nation or the crisis area to a point where they can start to provide for themselves. The joint commander should continuously assess the situation

and be flexible with the strategy to ensure that regional authority is assumed by the host nation. The end of the Stability Phase is marked by the host nation assuming authority.

f. Phase 5 – Enable Civil Authority

Phase 5, Enable Civil Authority, is defined by the joint force support of the local legitimate governing forces in the area of operation (Office of the Joint Chief of Staff, 2011). The joint force may even work under the direction of the local force to demonstrate the viability of the local governing force. The objective is to enable the local force to provide basic services to the region and to as many of its citizens as possible. This will include all types of NGOs and multinational organizations providing needed services to the locals. Actions in Phase 5 should further convince and influence the population's favorability toward the local government and the U.S. objectives in the region (Office of the Joint Chief of Staff, 2011). U.S. policy is to support any type of people or government that supports freedom, an expanding economy, and the basic rule of law. Overall, the joint force command should serve in a supporting role for the civil authority and the redeployment of combat forces should occur during this phase. OCS support during this phase will focus on the drawdown of military forces and the termination and closeout of existing contracts.

C. MARINE CORPS PLANNING PROCESS

The Marine Corps also uses a six-step process for planning operations that covers the full spectrum of military operations. The process is driven by the commander and is centered on the doctrine of maneuver warfare. The steps within the Marine Corps Planning Process usually follow one another through a certain sequence, but each step can have multiple functions. Additionally, these steps may overlap with each other during the process. Using this model to establish a common goal ensures that all elements are on the same page during the operation. OCS planning within MCPP could begin as early as the problem framing step when planners start looking for possible solutions. As a force enabler, contracted support may be an integral part of the solution in one or more of the proposed courses of action. If the commander chooses a course of action that uses

contracted support, then planning for that support would begin in earnest and would be integrated into the orders development.

1. Problem Framing

The Problem Framing step can begin informally or formally depending on guidance from the commander and the situation at hand. This step is conducted to give the commander a deeper understanding of the problem, so that they can visualize the mission and explain to their subordinates what is required. The commander will issue their intent during this step, and the staff officers can begin to frame the problem and possible solutions based on the commander's intent. The top-down process drives the development of possible courses of action to deal with the problem.

2. Course of Action (COA) Development

The COA Development step gives the commander multiple options to attack the problem in a way that accomplishes their intent. Each proposed COA should be distinct in method and task assignment, but all COAs will incorporate the commander's guidance and intent. The commander may limit the number of COAs based on time constraints or the complexity of the problem. Using the commander's intent, the staff planners will develop these COAs through various methods and make them as detailed as time allows (United States Marine Corps, 1997).

3. COA War Gaming

During this step, the COAs that were previously developed are tested. Testing the COAs is accomplished through questioning between the commander and his staff, or war gaming the COAs against a free-thinking red cell. War gaming helps uncover potential issues not addressed until the adversary's perspective is brought into the conversation. War gaming allows the operational environment and the adversary's capabilities to be further analyzed. Completing this step can expose weaknesses with the current options and help the commander and staff identify the best COA to solve the problem (United States Marine Corps, 1997).

4. COA Comparison and Decision

In this step, the commander evaluates every COA, establishes a rating system, and selects the COA that they believe is the most likely to result in mission accomplishment. The commander discusses and records the advantages and disadvantages of each COA with the entire planning staff. Once the commander picks a COA, they can choose to implement it as is, modify it, combine appropriate elements from different COAs, or throw them all out and go back to Step 1. With the chosen COA in place, the commander sits down with subordinate commanders and begins to work on specific tasks and orders development.

5. Orders Development

Orders development is the translation of the commander's COA decision into written, oral, or graphic depiction so that subordinates can begin to plan. Once the order is completed, it will serve as the primary guide the commander uses to communicate their decision with their subordinate commanders (United States Marine Corps, 1997). The order should be a clear and simple plan that can be understood by everyone involved in its execution. It will direct all actions of subordinates. The chief of staff should direct all orders development and only allow new information to go into the order. Current policies and standard operating procedures should not be addressed in the order. After the order is developed, the staff should review it before submitting it to the commander. Doing so allows the staff to identify and address any problems, and make sure the order is following the commander's intent. Finally, the commander will approve the order and order plan.

6. Transition

The transition step is the shift from the planning steps to the actual execution of the mission. Subordinate units have the concept of operations and understand what is expected of them. Transition begins to occur at all levels of command once an approved order is in place. Successful transition enables all of the subordinate units to understand the commander's intent and ensures they can execute it (United States Marine Corps,

1997). Confirmation briefs are conducted between the commander and his subordinate commanders to ensure that they understand the plan and their specific responsibilities.

D. MULTI-SERVICE TACTICS, TECHNIQUES, AND PROCEDURES FOR OCS

Across the military services there is a consistent push to further develop and conduct OCS at every level. Each of the military services is at a different stage of their internal OCS development, but all of them are placing a great deal of emphasis on this subject area. While OCS is not often thought of as a traditional combat multiplier, it is indeed one, and as OCS development continues to improve, so too will the efficiency of our combat and contingency operations.

1. Air Force

The Air Force is currently considered to be behind the in the overall OCS process (Motsek, 2015). The Air Force has specific guidance from the Secretary of the Air Force to make OCS a priority as well as setting up the structure to facilitate it. The service is emphasizing Multi-Service/Joint OCS procedures, but they are also planning to have a specific Air Force code system to serve as guidance. Additionally, the Air Force wants to expand its role in planning efforts for joint contingency operations. In order to do this, it is working to establish formal OCS education and training for contracting personnel, and are looking to use lessons learned to reinforce that training (Motsek, 2015).

By 2024, the Air Force's goal is to be able to fully equip components with sound policy in order to fully integrate OCS in support of all Joint Force Operations that cover the full spectrum of military operations (Motsek, 2015). Achieving this goal will require a fully trained staff that can adapt and function within a contingency environment. The top three challenges to accomplishing these goals are a focused approach, attaining full participation across the Air Force staff, and the limited OCS exposure each element within the Service (Motsek, 2015).

2. Army

The Army's OCS capability is the most mature among the military services (Motsek, 2015). There are still challenges remaining with contracting support integration and contractor management OCS functions. The Army is currently trying to improve its process by ensuring that commanders are placing an emphasis on OCS and focusing on Phase 0 planning. In addition, it is looking to set mission capabilities for future forces' actions and concepts through the challenges faced with warfare (Motsek, 2015).

The Army's 2024 goals are focused on having commercial contracting capabilities that work with strategic and operational plans. The intent is to have commanders use OCS as a tool to achieve desired outcomes—an essential part of the strategic planning process, not just a function of contracting. The challenges facing the Army are similar to those of the Air Force. All of the major elements within the Army must be on board and educated on the fine points of OCS. OCS is not seen as an element of combat readiness, so its importance is often overlooked, and thus does not get the full resource support that it requires (Motsek, 2015).

3. Marine Corps

The Marine Corps is currently in between the Air Force and the Army when it comes to its OCS posture. The Marine Corps has established OCS billets that provide contract integration and organization within each Major Subordinate Command and Marine Expeditionary Force. They have a formal, published OCS guide in MCRP 4011H and are working on additional guidance to establish OCS into the major operational and logistical publications. There is also an established OCS section at Headquarters Marine Corps that assists with logistics planning, and an established OCS operational advisory group that can help commanders with limited OCS support (Motsek, 2015).

The strategy going forward for the Marine Corps is to continue to assess the OCS capability, and to continue to further develop and source the billets needed to support all OCS functions. Further, the proper execution of OCS is a true support capability that can be brought to the battlefield and therefore it must receive greater emphasis. All of this

will require OCS training at all levels of command, within individual units, planned operations, and within the logistics and supply schools. The 2024 vision is built upon previous ideas, so that as OCS matures into an operational, institutionalized logistics capability, it can serve as a force multiplier during contingency operations. With the growth of OCS, the contingency contracting force will continue to grow and integrate with the commander's staff (Motsek, 2015). In order for this approach to succeed, commanders must take a top-down approach to highlight the importance of OCS so that it resonates within their command. The challenges faced by the Marine Corps are similar to those of the other military services, but specifically, the Marine Corps needs to move from a technical contracting perspective to an operational contract support perspective.

4. Navy

Currently the Navy self-deploys and operates forward with regional contracting capabilities that support its current operations. It operates with diverse contracting agencies without a single lead office. Given the current structure of the Navy's deployments, there is a very limited deployable contracting capability within the service component (Motsek, 2015).

The 2024 vision for the Navy is to refine the Navy's OCS processes so that they can provide full OCS support to small contingencies (Motsek, 2015). Another goal is to train and provide an OCS support unit that is capable of deploying with the fleets to provide OCS capabilities. Additionally, the Navy wants to establish a small deployable contracting capability within their reserve component. In order to achieve these goals, they need to formalize and publish a formal Navy OCS contingency response manual. The Navy's leadership must be more engaged and understand that OCS is indeed a critical warfighting capability. The Navy also needs to add OCS to its wargames and routine exercises. The Navy's challenges are unique because it has less personnel resources to fill OCS billets. Traditionally, there has been a low demand for the Navy to develop OCS capabilities.

E. GAO REPORTS

The Government Accountability Office (GAO) has placed DOD Contract Management on its “High Risk” list since 1992 (United States Government Accountability Office, 2010). Historically, the GAO and some members of Congress have been concerned that the DOD does not have a good handle on its contracted support. The fact that the DOD has becoming heavily reliant on contractors—in certain operations, the contractor-to-troop ratio has been greater than 1:1—makes the issue even more critical today. Simultaneous operations in Iraq and Afghanistan coupled with congressional limitations on the number of boots on the ground have increased the DOD’s reliance on contractors. Moreover, there are no plans to stop using contractors in the future, and the DOD’s reliance on them will likely grow as troop levels get cut.

In 2006, under congressional direction, the GAO began to specifically focus on how the DOD was integrating operational contracting support into its larger operational plans. Since then, the GAO has produced several reports that offer recommendations to improve OCS. The reports also monitor DOD progress toward those recommendations and other statutory requirements set forth by Congress.

Together, two of these reports GAO 10-472, *Warfighter Support: DOD Needs to Improve Its Planning for Using Contractors to Support Future Military Operations*, and GAO 13-212, *Warfighter Support: DOD Needs Additional Steps to Fully Integrate Operational Contract Support into Contingency Planning*, issue more than a dozen recommendations for improving OCS. These recommendations address three major challenges surrounding DOD planning. The first issue is that guidance on Annex W is unclear, specifically how much detail is needed for each level of planning. The second challenge is that the planners who write and review the Annex W are so firmly entrenched in logistics realms that their work on contractor-related issues and planning is seldom noticed outside of their functional area until later stages of planning (United States Government Accountability Office, 2013). The entrenchment of contracting subject-matter experts in the logistics realm continues despite the fact that other functional areas, such as intelligence and communications, also rely heavily on contracted support. The final issue is that only one military service, the Army, has

published comprehensive guidance for operational contract support, and they are also the only military service that has made significant efforts to train personnel in OCS planning and execution.

Congress mandated that the DOD include an Annex W in all of their operational plans in 2006. However, in 2010, the GAO reported they “found [that] only four operation plans with Annex Ws have been approved and planners have drafted Annex Ws for an additional 30 plans” (2010, p. 4). Furthermore, most of those drafted annexes simply “restated broad language from existing DOD guidance on the use of contractors to support deployed forces” (United States Government Accountability Office, 2010, p. 2). The GAO pointed to several causes related to this issue. The foremost cause is that “most operation plans contained limited information on matters such as the size and capabilities of the military force involved, hindering the ability of planners to identify detailed contract support requirements” (United States Government Accountability Office, 2010, p. 2). In other words, if the military cannot state with credibility both how much and which types of contracted support are required (i.e., if they do not know their actual requirements), then Annex W cannot be built properly.

Implementing this mandate is hindered by unclear guidance on how and when to develop contract support annexes and as the GAO reported, this “resulted in a mismatch in expectations between senior DOD leadership and combatant command planners regarding the degree to which Annex W’s will contain specific information on contract support requirements” (United States Government Accountability Office, 2010, p. 9). This mismatch has occasionally led senior leadership to underestimate contract support requirements and left the combatant commands unprepared to provide essential oversight of deployed contractor personnel. To combat the lack of clarity surrounding the Annex W, the DOD implemented the following recommendations made at the end of the GAO 10-472 report:

Direct the Chairman, Joint Chiefs of Staff, to, as part of the ongoing revision of the Annex W template, clarify and specify the appropriate level of detail that should be included in an Annex W based on the degree to which the plan provides details on the size and capabilities of military

forces and how the plan envisions those forces being used. (United States Government Accountability Office, 2010, p. 36)

Require all base plans to include an assumption on the potential use and role of contractors. (United States Government Accountability Office, 2010, p. 36)

Identify and implement actions by the combatant commanders needed to ensure that planners from the Joint Contingency Acquisition Support Office supporting the combatant commands expand their focus to work with planners throughout all functional areas. (United States Government Accountability Office, 2010, p. 2).

These recommendations aimed directly at the Annex W template pushed DOD planners to recognize that without clear guidance on the level of detail required, the one-size-fits-all contracting template was going to be ignored or abandoned in situations where it did not seem to fit well. Moreover, the GAO identified that it was not enough to write the Annex W and bury it in the operational plan. If the DOD wants planners across all functional areas to be planning for the footprint for all the contractors they are going to rely on, they need to mandate that all functional areas consider their required contracting support in their own plans and in the base plan for OCS.

The GAO's recommendations also aimed to fix another problematic aspect of the Annex W, which was that the only planners paying attention to it were the ones who were actually writing and reviewing the annex. Planners from DLA's Joint Contingency Acquisition Support Office were assigned to combatant commands to help the staff plan for OCS. The assigned planners were embedded in those commands' corresponding logistics directorates with much success. However, according to combatant command officials interviewed for the GAO report "because these planners are placed within the logistics directorates, the planners are not integrated across all functional areas and are not always focused on working with all planners at the combatant commands to enable planning for the use of contracted support" (United States Government Accountability Office, 2013, p. 28). The Joint Contingency Acquisition Support Office (JCASO) planners in some combatant commands tended to "focus on integrating operational contract support into the logistics annex and Annex W sections of plans and are not involved in other areas such as communications or intelligence, which are areas that also

have relied on contracted support in recent operations” (United States Government Accountability Office, 2013, p. 29). To ensure proper planning across all functional areas, the GAO (2010) made the following recommendations in its GAO 10-472 report:

Require the base plans and non-logistics annexes of operation plans to address the potential need for contractor support where appropriate (e.g., intelligence and communications annexes)...

Direct the Under Secretary of Defense for Acquisition, Technology and Logistics and the Joint Staff Director for Logistics ... to clarify the roles and missions of the joint operational contract support planners and the JCASO and the relationship between both functions ... to take steps to ensure that both functions are adequately staffed and funded to meet their missions. (p. 36)

The implementation of these recommendations is ongoing. In the past, planning for and implementing contracting support was firmly established in the logistics directorate. While it is true that logistics relies heavily on contracted support, and in many operations most contracted support goes towards logistics, it is also true that other functional areas rely heavily on contractors. That is why it is so important that all functional areas are planning for the contracted support they will employ from the beginning planning stages of an operation.

The last issue that many GAO recommendations sought to address was the fact that only the Army has set forth complete guidance and training for OCS. This is mostly explained by the fact that in recent major operations the Army has been the Lead Service for contracting. However, as the GAO notes, JP 4-10, states that, “each [M]ilitary [S]ervice, under its respective military department, is responsible for planning and executing contracting support to its forces, unless otherwise directed by the combatant commander” (United States Government Accountability Office, 2013, p. 15). These recommendations were highlighted in GAO 13-212, and were made partly in response to slow implementation of the same recommendations made in GAO 10-472:

Direct the Secretaries of the Navy and Air Force to provide comprehensive [S]ervice-wide guidance for the Navy, Marine Corps, and Air Force that describes how each Service should integrate operational contract support into its respective organization to include planning for

contingency operations. (United States Government Accountability Office, 2013, p. 32)

Focus its training about operational contract support, which is currently focused on the logistics planners, on training all planners at the combatant commands and components as necessary. (United States Government Accountability Office, 2013, p. 33).

Work with the [M]ilitary [S]ervices as necessary to improve the level of expertise in operational contract support for the combatant commands' components. (United States Government Accountability Office, 2013, p. 32)

The Air Force, Navy, and Marine Corps are still working on their Service-wide guidance for integrating contracted support. Completing this important task will clear the way for OCS subject-matter experts to impart their OCS knowledge to planners in all functional areas of the combatant commands and improve their level of expertise. Improving the level of training of individual planners will lead to better planning for contracted support, better management of contracts, and better support for and accountability of the contractors themselves. This is not to say that the training offered is not adequate, rather the issue is that many of the planners who are involved with OCS have not yet been trained due to the high volume of people who need training.

F. CONCLUSION

This chapter provided a thorough review on the methods for implementing OCS and evaluated the three tenets that make up OCS. In addition, the Joint and Marine Corps Planning processes were analyzed and the roles of OCS within each phase were highlighted. The current service component posture was reviewed and their plans for moving forward were noted along with where the GAO has identified as problem areas. The next section will explain the reasoning behind how and why we chose to examine the case study.

III. METHODOLOGY

To properly construct the case study for this research, we first needed to identify the specific topics and themes we wanted the case study to present. In the exploratory phase, we determined that the case study should identify how the OCS process can affect the success of a contract from the planning stage to the final closeout (the primary effect), as well as the effect of that contract's outcome in Operation Enduring Freedom in Afghanistan at the tactical, strategic, and operational levels (secondary and tertiary effects). To narrow the field, the United States Marine Corps was chosen as an ideal environment to analyze how OCS is being conducted at the various levels on conflict. The Marine Corps is unique because the number of uniformed personnel that serve in a contracting capacity is very small. This limited number of contracting personnel is relevant to our research because these Marines serve as the OCS promoter and subject matter expert for each command. To write our case study, we identified a Marine who has held the contracting billets applicable to the scope of the case study. By analyzing OCS outcomes from the Marine Corps' perspective, we seek to educate senior officers (particularly those slated for command billets) about the negative effects of improper (or absent) OCS management on their mission outcomes. Although the case study focuses on the organizational analysis of the Marine Corps' OCS process in a joint environment, the concepts and ideas are universal and are relevant to all commanders who operate in such an environment.

A. INTERVIEW PROCESS

We conducted an interview to gather the data necessary to build the case study. The individual we interviewed was in a unique position to provide our group with specific OCS information that enabled us to build our case study. The Marine is a field grade officer who held the billet of Operational Contract Support OIC while deployed in support of Operation Enduring Freedom. Officers in the Marine Corps contracting community hold the Military Occupational Specialty (MOS) of 3006 as a secondary

MOS. This structure allows its officers to have a dual career path and ensures that they have an understanding of unit requirements at the tactical and operation level.

The physical interview process occurred aboard Marine Corps Base, Camp Lejeune, North Carolina. The interviewee was given the interview questions one week prior to the face-to-face interview. A few days prior to the interview, the interviewee wrote out his answers to those questions and returned them to the interviewers. The interviewers were able to use the answers to these questions to ask clarifying questions in order to fully understand the answers. Additionally, the interviewee was able to fully explain his experiences with particular contracts that form the basis of the case study. There were three interviewers and one individual was interviewed.

B. INTERVIEW QUESTIONS

Appendix B contains the questions that were presented to the interviewee, our subject matter expert. These questions serve as the source of information for the case study. Each question is designed to be broad enough to elicit as much tangible information as possible, but specific enough to keep the conversation focused on OCS. While properly conducted OCS can have positive effects on contractor performance and mission outcomes, it is difficult to determine whether successes are solely a function of properly conducted OCS. Therefore, the interview questions are designed to find contracts that had poor performance or result, and analyze the degree to which OCS was conducted. This allowed the interviewers to determine actions that would have (1) improved the chances of a successful acquisition (primary effect), and (2) positively impacted the tactical, operational, or strategic mission (secondary and tertiary effects). In short, the goal of the interview was to find a contracting situation that would address the problems associated with poorly executed OCS.

C. ANALYSIS OF RESPONSES

The interview responses were analyzed to determine the degree to which OCS was conducted for a particular requirement. The successes and failures were analyzed to provide content for the case study. Analyzing the OCS process, in particularly focusing on the main pillars of OCS (contract support integration, contracting support, and

contractor management), allows a student to understand the basics of OCS and how to properly execute its functions as a commander or while in a staff billet. The case study was also framed so that an individual who is not familiar with contracting can grasp the importance of OCS in a contingency environment. The goal of the case study is not to give student a thorough understanding of the inner workings of the contracting process. However, students should be able to recognize the capabilities that successful OCS planning can bring to an operational environment, as well as the potential pitfalls of relying on contracted support without properly planning for contracted support. Students should come away with a basic understanding of how and why OCS needs to be integrated into all phases of operations planning, and their roles as stakeholders in the OCS process.

D. CASE STUDY PREPARATION

In order to design and create the case study, we focused on the qualitative data of an individual contract and its associated OCS functions and mission outcomes. The case study will show how contract performance and the overall warfighting mission can suffer when failures occur in the OCS process. The case study will also show that unforeseen problems may arise in contract performance even when OCS is properly conducted (Yin, 2014).

Case studies are meant to link the case's data to some concepts of interest (here, OCS functions and outcomes) and allow the concepts to give the reader a sense of direction to analyze the data. The analytic technique we chose to use is called explanation building. Explanation building is a technique that is designed to "explain a phenomenon to stipulate a presumed set of causal links about it, or how or why something happened" (Yin, 2014, p. 17). The casual link we are trying to establish is that properly conducted OCS will mitigate future contracted support issues and contribute to overall mission success. The case study relies on a narrative style to present the facts of the case. The case study utilizes a format that presents the outcome of the contracting action upfront, showing the issues that arose and how it affected the requirements generators at the tactical level. It then follows a chronological path starting from the requirements

generation process through contract award. This format effectively provides an explanation that allows the reader to understand the effect prior to understanding the cause. By having the effect presented first, critical thought will be spurred, allowing the reader to recognize problems within the process that lead to the known conclusion. While the case is based on an actual event and contract, content was added to ensure that the narrative flowed easily, allowing the readers to follow the story.

E. CONCLUSION

In order to write a case study a writer should understand what it is they want the reader to understand upon its completion. To spur critical thinking from the audience, a scenario was chosen that would assist the reader in understanding that particular actions may result in different outcomes. The next chapter will present the results.

IV. RESULTS

A. OBSERVATIONS

1. Introduction and Instructions for Use

The following case study shows just how reliant the DOD has become on contracted support. The case study also depicts the potential fallout of a failure to complete even a small task in the OCS process. The case study is based on real events and a real contract, but some details have been changed for clarity and to enable learning objectives. This case study should be read after an introduction to the OCS process and an explanation of how OCS fits into the operations planning process. Ideally, students will have the questions while they read the case study and the responses to those questions will serve as the basis for a vigorous in-class discussion led by the instructor.

2. 29 January 2013

It was dark and cold on the night of 29 January 2013. With a new moon forecasted, the squad leaders of 3rd Battalion, 4th Marines checked and rechecked their squad's night optics. At midnight, their squads were going to be responsible for the safety and security of the Ammunition Supply Point (ASP). The contract for the private security company that had been standing watch was set to expire without a contract extension, and the contracted guards were coming down from their posts at 2400. Team leaders checked to make sure their Marines had the minimum 180 rounds of ammunition, because this late into a deployment, some Marines were tempted to carry less weight. After all, they were just going to be manning guard towers, and that was nothing compared to the clearing operations and near constant patrolling that they had been doing.

As the Marines suited up and prepared to assume security, conversations buzzed at all ranks. Until recently, these Marines had been out in small forward operating bases all over the area of operations. With an impending drawdown of forces, the forward bases had been closed. The Marines were supposed to be sleeping comfortably at Camp Leatherneck, a short stop on their way back to the United States. At the squad level, the Marines complained about being tired and guessed at who had screwed up the contract.

They expounded upon what they would have done differently and what they were going to do if they missed the Super Bowl. Mostly they just wondered how in the world the private security guys could get paid so much and then just stop the minute their contract expired. The Marines had been patrolling tirelessly and eating nothing but MREs and GREs for months. The last thing they wanted to do was suit up and stand watch all night for a guy who had been making 500 dollars a day.

Further up the chain of command, the battalion staff and company commanders were briefing the Battalion Commander on the final details of the rotation plan to man the walls. The contracted security firm had 166 guards and 14 other management personnel to meet the requirement. This would mean that an entire rifle company, and then some, had to be tasked to securely man the ASP.

The loss of an entire company was detrimental to the overall combat power for the battalion. If the battalion received any further tasks to conduct security patrols or other combat efforts, the battalion would have to execute these actions a full company short. Even if they did not receive any further tasks, the battalion commander still had a company of Marines working around the clock, while his other companies prepared to go home. He knew this would damage not only his mission readiness, but also to the overall morale of the troops. His Marines were tired and he knew it.

3. Background

In 2011, Second Marine Expeditionary Force Forward (II MEF) assumed command of Regional Command South-West (RC(SW)) which was composed of Helmand and Nimruz Provinces located in southwest Afghanistan. Camp Leatherneck was the home base for a multi-national force, which included Marines, the forces of several NATO members, as well as the Afghan National Army. A combination of the pressure to maintain a high operational tempo and the pressure to keep troop levels low had led the DOD to contract out base security at most major bases throughout Afghanistan. Camp Leatherneck was no exception.

However, instead of putting in place a theater-wide contract for base security, each regional command generated, vetted, and planned their own requirements and

submitted them through their individual procurement processes. In 2011, military leaders generated a requirement for security services at the ASP on Camp Leatherneck in order to keep uniformed forces focused on combat operations throughout the AOR. After nearly ten years of operating in austere environments in Iraq and Afghanistan, the pitfalls in the initial stages of the OCS process, in particular Contract Support Integration, were largely known. II MEF leaders undoubtedly understood that if security services could not be provided by private contractors, Marines who were employed in support of operational and tactical missions throughout RC(SW) would need to be reallocated to provide security for the ASP.

4. Planning for Operational Contract Support

The requirement for security services was vetted through what was then called the Joint Acquisition Review Board (JARB), which is similar to the current Joint Requirements Review Board (JRRB). Because of the high dollar value and the extra scrutiny given to all security contracts in the aftermath security firm mishaps in Operation Iraqi Freedom, this contract was also reviewed through the Combined Acquisition Review Board, which was convened at the United States Forces-Afghanistan level. These boards satisfied a key task in the Contract Support Integration phase that allowed the commanders and planners to validate and prioritize their contracting requirements.

The requirements generation, requirements review board, and OCS integration resulted in a contract awarded 30 January 2012 by the U.S. Army Contracting Command—Rock Island (ACC-RI). This contract, awarded to a well-known private security company, was worth over 84 million dollars. The contract included a base year and four option periods, with the base year starting 30 January 2012 through 29 January 2013 and all options culminating 29 January 2017.

Per the original contract, the contractor was required to provide a total 180 people to execute the following billets: armed security guard, guard team supervisor, shift supervisor, operations officer and site manager. These personnel were required to be at least 25 years of age, fluent in English and qualified on the M9 Beretta (9 mm), M16 or

M4 (5.56 mm), as well as M240 medium machinegun, M2 .50-caliber heavy machinegun, and Mk19 40 mm heavy machinegun.

The contractors performed services that included manning perimeter defense positions and designated entry control points (ECPs) to conduct surveillance and to prevent threats and unauthorized personnel from entering the installation. They also provided roving patrols to operate in accordance with the installation's base defense plan. For 25 million dollars per year, the support provided by this contract allowed a line infantry company to focus on operations "outside of the wire" instead of pulling constant guard duty at the ASP. A larger, concurrent contract awarded to the same security firm provided security services support to Camp Dwyer and FOB Delaram II, freeing up an additional two infantry companies. The performance work statement (PWS) was straightforward and easy to follow.

A major task during the contract support integration phase was determining the government furnished support for 180 new contractors. DOD policy generally requires the contracted company to provide all the support necessary to perform the contracted tasks. However, in austere and hostile environments such as Afghanistan, the U.S. Government found it more efficient to use existing contracts for life support to support contractors authorized to accompany the force (CAAF personnel).² Thus, OCS planners had to work closely with units overseeing base services to ensure they were prepared to account for the billeting and sustainment of 180 extra people. Typical billeting and sustainment requirements included living quarters, bathroom/shower facilities, laundry service, as well as access to the dining facilities, gym, and morale, welfare, and recreation centers. One planner estimated that housing and feeding one person on Camp Leatherneck cost 100 dollars per day.

OCS planners also coordinated the particulars for the training, security, mobility, deployment and redeployment of these contractors with various entities. Usually this coordination involved ensuring contractors completed the theatre entrance requirements

² CAAF personnel are contractors and subcontractors who are U.S. citizens or third country nationals who do not normally reside within the operational area. By comparison, non-CAAF personnel are generally local nationals working as contractors or subcontractors.

on time and turned in all of their equipment before departing. Coordination also involved ensuring that the requirements generators and vendors were familiar with procedures to move around the AOR as well as how to track the location of each contractor in theater. A failure to coordinate the smallest detail could disrupt performance of the entire contract and potentially harm the mission. Moreover, Marine Corps OCS planners working in Afghanistan in 2012 had the unique challenge of balancing current requirements with an inevitable mission drawdown.

Through each stage of the drawdown, operations planners in conjunction with OCS advisors had to scrutinize the number of contractors on every service contract to determine if the service they provide was still critical, or if the contractors providing the service could be sent home in support of drawdown operations. This was challenging for a couple reasons (1) because redeployment timelines are fluid and (2) because what is considered “critical” is subjective.

5. Post-award Contract Management

In late 2012, OCS planners were dealing with all of the issues and challenges that come with managing a large number of contracts in a contingency environment. These challenges include ensuring contractors actually left the base once their contract had expired, making sure that contracted companies had not accidentally (or purposefully) hired the enemy. Another common challenge in the contingency environment was figuring out ways for local national firms to be paid in a timely manner without the convenience of electronic transactions.

OCS advisors and contracting officers were also busy mentoring and interacting with their Contract Officer Representatives (COR). CORs are non-contracting uniformed personnel chosen by their commands to be responsible for ensuring their contractors are performing contracted work satisfactorily, and not performing tasks outside of their duties. Because serving as a COR was usually a collateral duty, ensuring that the CORs were properly monitoring a contract’s performance could be difficult. OCS planners also had to coordinate closely with operations and logistics planners to ensure that the level of contracted support matched the ever-changing requirements in the area of operations.

Moreover, tensions were high on Camp Leatherneck in October 2012. Just weeks earlier 19 Taliban had raided the eastern side of the Camp Leatherneck/Camp Bastion complex, killed two Marines and destroyed or damaged six AV-8B Harriers before being killed in a counter attack. In the aftermath of the attacks, an investigation of whether or not the base had been adequately defended began. While senior leadership grappled with these issues, the role of contracted security aboard Camp Leatherneck remained an open question. Should more security contractors be hired to fill manning gaps? Should all base security be performed by uniformed personnel? What could have been done to prevent these attacks?

As October turned into November, OCS planners began to push senior leadership more intensely for a decision about exercising the first option year on the ASP contract. That decision was answered affirmatively in late November 2012. Knowing the tight deadline, the OCS chief sent the paperwork to the contracting officer from ACC-RI that option was to be exercised so that the contracting officer could notify the vendor of the government's intent.

Back in Rock Island, December came and went with no action by the contracting officer. That office did not know if II MEF planned on exercising the option or not. The paperwork requesting that the option be exercised was sitting in an inbox of someone who was on leave. Though it is a fairly simple process that at its most basic level simply requires the contracting officer to release a modification to exercise the option, the holiday season had severely delayed the process. Because of the delay, the contracting officer had not notified the vendor of the government's intent and now both the contracting officer and the vendor would have to agree to sign the paperwork to exercise the option.

As the end of January began to draw near, the lead II MEF OCS planner and his chief were now heavily involved. By federal regulation, if the modification to exercise the option is not completed prior to the expiration of the base or previous option year, then the entire contract ends, and a new contract must be awarded—a process that can take months. The calls from Afghanistan to the stateside office in Rock Island began to increase in both frequency and urgency. In mid-January, the lead OCS planner for II

MEF, fearing that the option would not be exercised in time, advised senior leadership that they needed to begin planning to secure the ASP without the use of civilian contractors. By the final week of January, with the modification still un-released, military leaders pulled a company of infantry Marines back to Camp Leatherneck in order to prepare them to take over guarding the ASP. The OCS chief was on the phone with Rock Island and the vendor as the Marines from 3rd Battalion 4th Marines were suiting up to stand post.

Ultimately, the OCS chief was able to get the contracting officer from Rock Island and the vendor to work together, exercising the option prior to the expiration of the contract. The option was exercised at 11:30 PM local time and the Marines that were slated to man the security perimeter at the ASP were allowed to stand down. The private contractors, happy that they still had jobs, continued to provide security, and the battalion commander's combat power was again at 100 percent.

B. EPILOGUE

While slightly less dramatic, the push to get option year two exercised in January 2014 was just as fraught for Camp Leatherneck's OCS Cell. As 2013 drew to a close, senior USMC leadership in RC(SW) were satisfied with the contractor's performance and acknowledged that they depended on the security work provided by the private security company to maintain their operational tempo while ensuring that their bases were protected.

However, all eyes were on Kabul as the U.S. worked to convince President Hamid Karzai to sign the bilateral security agreement, which would have a major effect on troop levels in Afghanistan beyond 2014. The planners were mindful of the aggressive drawdown plan that would close Camp Leatherneck and extract the Marine Corps from Helmand Province sometime in the next year. As the Marine Corps' mission in Afghanistan drew to a close, reliance on contractors became even more critical to sustain ongoing operations. Parts of Camp Leatherneck had already begun to be torn down and plans were in the works to shrink the outer perimeter. Thus, while the decision to exercise option year two and extend the contract into 2014 had been made, details concerning

exactly how many contractors would be required to remain during option year two (and when they would eventually leave Camp Leatherneck) still had to be worked out.

In the end, it was decided that the contractors would be among the last to leave Camp Leatherneck in October 2014. Option year two was partially funded through 1 October 2014 and exercised on 29 January 2014. As option year one ended at midnight 30 January 2014, contractors with the private security company quietly changed shifts. With the possible exception of the OCS cell, the Marines of Camp Leatherneck did not even notice.

C. CONCLUSION

This case exemplifies the importance of the contracted support that the DOD relies on so heavily. Failure to execute an option, a task that any contracting officer will agree is exceedingly straightforward, almost derailed the base security plan for Camp Leatherneck and negatively affected the ability of II MEF to project combat power. One of the main issues in this case was that the contracting office in Rock Island was operating in a garrison environment, but supporting a warzone halfway across the world. It was extremely difficult for the requirements generator and the garrison contracting office to communicate effectively due to the contrast in their respective conditions, differences in time zones, the normal bureaucracy of workflows, and, importantly, the understanding of the relative importance of requirements.

This is why senior leadership involvement in the OCS process is so critical at all stages. In contrast to the idea that more senior leadership will bog down the process, senior leadership involvement in OCS is actually a predictor of success due to their unique ability to cut across organizational boundaries. A well-timed email or phone call from the right senior leader can facilitate expedient contract actions and ensure that routine tasks like exercising an option are prioritized appropriately. With just a basic understanding of OCS planning and the procurement process, a senior leader can be an invaluable asset to the entire process. Engaged senior leaders are uniquely positioned to help prioritize and define requirements and can help project managers hold all

stakeholders accountable for completing required tasks throughout each step of the process.

The case study shows how that failure to complete a simple task in the OCS process can reverberate throughout an operational area. It also touches on the various factors that can affect the decision to use private contractors to performs certain tasks. The discussion questions provided in the next chapter are designed to make students think more deeply about the implications of the use of contracted personnel in operational environments.

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V. CONCLUSION

A. DISCUSSION QUESTIONS

The following discussion questions may be utilized to facilitate higher learning through critical thinking. Provided below each question are brief instructor-led talking points to promote higher-level discussion.

- Q1. Why were contractors being used to guard the ammunition supply point (ASP)? Using your knowledge of OCS, discuss how to properly plan for, execute, and manage this contract in theater.

Contractors were used to guard the ASP because the Marine Corps determined that Marine forces could be better employed in critical operations elsewhere within the theater. The contractors provided the Marine Corps with an efficient and cost effective solution to managing a low-risk requirement. This tactic has been employed more frequently as troop caps have become a political tool to measure United States involvement in an area.

To properly plan, execute, and manage this contract, a staff should utilize the tenants of OCS: contract support integration, contracting support, and contractor management.

Contract Support Integration

The first step is identifying the requirement and the best way to source it. Write the SOW/PWS and ensure the document meets the desired end-state. Plan for and budget the cost of the first fiscal year requirement. Next, conduct the boards, working groups, and all other meetings to ensure that the presence of the contractors is justified. Decide who will supervise the contract the training requirements for the contracting officer representative. Work with logistics planners to identify how life support will be provided to the contractors.

Contracting Support

Once the period of performance has started, the COR will ensure contract compliance. If the contractor is not in compliance, the COR should consult with the contracting officer in order to identify and initiate the proper corrective action.

Contractor Management

Once a contract has been awarded, coordinating the movement of personnel and equipment must begin. As the contractors arrive in theater, the COR will need to ensure that they are properly processed through the theater processing system in accordance with the rules and regulations. When the contract's period of performance is ending, the COR must also facilitate the contractors' transition out of theater. This includes out-processing and returning the contractor to their deployment point of origin.

- Q2. In this case study, all stakeholders knew the base year of the security contract was ending, but nothing was done to exercise the option year until the last minute. What kind of dialogue should have been happening between the Marine Corps and the Army's Contracting Command? What sort of relationship should the two units have to facilitate support? What are the pros and cons of having garrison-based contracting officers writing and administering contracts for a contingency environment?

Operational Contract Support cannot be successful without the entire commander's staff being involved. Knowing how OCS works, as well as understanding which structure the GCC has chosen to implement (LSCC, LSC, JTSCC) is critical for proper contract planning and management. Commanders should task their staff and their OCS coordinators to produce a list of "critical contracts" that could impact mission readiness. Once these contracts have been identified, it is imperative for the commander to ensure that they are properly managed so that his mission readiness is not negatively impacted. The staff also must ensure they are aware of critical timelines associated with these contracts so they can warn commanders if an important deadline is about to be missed. A single phone call from the commander in Afghanistan to the commander of the Army Contracting Command could have solved the option execution problem and prevented it from going to that last critical hour.

There are significant benefits and limitations to having a reach back setup. The most obvious benefit is that garrison based contracting offices experience less turnover than contingency contracting offices, which allows for continuity throughout the life of the contract. However, the priorities of a garrison-based office are not always well matched with the priorities of a combatant commander. The example in the case study highlights this issue. The security contract sitting on a desk in a cubicle does not have the same level of importance in a garrison environment as it would in a contingency office where the contracting officer is more intimately involved with the requirement.

- Q3. What are the advantages and disadvantages of the military relying so heavily on the assistance of contractors?

Contractors provide a flexible force that can be brought aboard a mission quickly, and then just as easily be removed. Moreover, they can be used to provide still necessary capabilities in the face of mandatory troop drawdowns. Despite the laborious contracting process, contractors provide the government a flexible solution to support requirements, particularly in comparison to utilizing government personnel.

A few examples of how contractors provide a flexible solution are: 1) Contractors provide highly skilled, highly technical jobs not typically performed within the government; 2) A mission may require the short-term use of a skilled professional, and contractors are perfect for filling temporary roles; 3) Contractors may provide logistical services that the government cannot provide in a cost effective manner; 4) Contractors are typically cheaper in the long run than hiring full time government employees (no need to pay healthcare costs, retirement benefits, etc.).

Examples of disadvantages include: 1) Contractors are not members of the chain of command, and thus are typically harder to manage than full time government employees; 2) All services have to be agreed upon within the SOW or PWS—contractors are not required to perform “other duties as assigned;” 3) Performance has to be consistently monitored, which requires assignment of a government COR; and 4) The process of putting a contract in place may be lengthy.

- Q4. The ratio of private contractors to uniformed personnel during military operations has occasionally been greater than 1:1. Is this appropriate? Should there be a limit on the number of contractors in an operational theatre? What are the implications of limiting the number of contractors?

The students should discuss the role of contractors in theater and how the quantity of contractors relates to the nation’s overall campaign mission. What happens to the strategy if the number of contractors is raised or lowered? If a limit is put on the number of contractor personnel in an operation, either more uniformed personnel will be needed to carry out the operation, or the scope of the operation must be limited.

Students should discuss how the decision to raise or lower troop levels is affected by the ability of contractors to provide services during an operation. Students may also note that discussions about lowering troop levels are seemingly meaningless if troops are simply going to be replaced by contractor personnel, many of whom are also American citizens.

However, recent experience suggests that Congress is only interested in force caps as they relate to military forces, not contractors.

- Q5. What about the effects of hiring local contractors? What are the benefits and limitations?

Hiring local contractors to provide services has several benefits and limitations. Providing the local populace with jobs can help spur the local economy and build faith towards the US' mission. It also helps reduce the number of military age males that can be recruited by our adversaries to engage in acts counter to the U.S. mission. However, hiring locals often involves negative security implications. This case study took place while the Green on Blue attacks were surging in Afghanistan and many of the locals simply could not be trusted. There were multiple examples of local Afghan contractors who were actually part of the Taliban. Granting access to local nationals allows them to be in close proximity to critical infrastructure and personnel. Negative security effects should be carefully weighed against positive economic and security effects.

- Q6. What needs to be done to gain approval for having armed personnel? Would a regional security contract have been better? Would managing it in theater be a better option?

A regional security contract could have given the base commander and his staff a greater situational picture of the details behind the base security contract. However, base security should be high enough on a commander's priority list that everyone on the staff is aware of the timeline associated with the contract and works to ensure the option is exercised in a timely manner. Managing the contract in theatre would have also eliminated the time zone gap between offices and would have also allowed the local contracting office to have a vested interest in ensuring the option year did not lapse. There simply is not the same level of interest when the contract is being managed in a contracting office inside the United States far away from the actual conflict. Depending on the theater and conflict, setting up a contract for armed personnel may require approval by the combatant commander.

- Q7. What factors should be taken into consideration when deciding whether to hire private contractors to perform a task rather than uniformed personnel? Are there tasks that contractors should never be able to perform? Which tasks would you prefer contractors to perform instead of uniformed personnel?

To begin the discussion, it is important to explain what “inherently governmental functions” are, how they apply, and what that has to do with contracted work and the amount of acceptable risk. Students may be directed to Federal Acquisition Part 7.5 to review a list of inherently governmental functions that are not to be performed by contractors. FAR 7.5 also lists tasks that are not considered inherently governmental functions. Neither list is all-inclusive; students might discuss other tasks that need to be included on either of the lists.

FAR 7.5 can be found at: (<https://www.acquisition.gov/?q=browsefar>) Other factors students should think about are costs, whether or not the extra contractor personnel can be sustained in the area, how contractor personnel will be protected if the task is to be performed in a hostile environment, and whether there are enough uniformed personnel who are qualified to complete the task.

B. RECOMMENDATIONS AND OTHER TOPICS FOR STUDY

We recommend that other Naval Postgraduate School students add to this research by analyzing OCS within combatant commands. During our research, it was determined that many standard operating procedures governing OCS were driven by individuals and not necessarily military service guidance. The joint publications provide a framework to follow, but there is very little literature regarding each individual military service’s plans for implementing OCS policies outside of the joint environment.

Another topic for research might focus on the complex effort of managing contractor personnel in theater. The DOD appears to have a challenging time dealing with the complex issue of contractors moving into, out of, and throughout the AOR. An analysis of how to overcome this problem without creating a bureaucratic nightmare would benefit both contractors and the DOD.

C. FINAL THOUGHTS

The challenges facing the United States Military are as difficult today as at any time in our history. The United States confronts a variety of threats across the globe, in different tactical environments and styles of conflict. In this complex environment, reliance on contractors to perform services that were traditionally performed by uniformed personnel has persistently increased. Utilizing contracted support to the fullest extent allows for the maximum amount of uniformed personnel to be engaged in an operational capacity while still ensuring essential combat service support. The ever-increasing need for contracted support makes every dollar that the acquisition community spends critical to the security of the nation. By properly planning and managing OCS, the probability of mission success is greatly enhanced and the United States' taxpayers receive a sound return on their investment.

OCS is still a relatively new concept and is not yet fully implemented in the military services' strategic plans. All four military services are working towards their 2024 implementation goals. It is critical that the DOD continues to provide top-down guidance and a strategic vision for all military services' OCS execution.

Implementing OCS throughout the strategic planning process will aid the JFC through every phase of the operation and lead to greater efficiency in achieving desired mission effects. As this case study revealed, failure at the strategic level can have huge implications at the tactical level. Operating as efficiently as possible at the strategic level will leave the JFC with more resources to apply at the tactical level. Conversely, failing to properly plan for the use of contracted support can result in dangerous and unintended consequences—from inadvertently contracting with the enemy to the accidental economic destabilization of the area of operation.

Commanders should drive and enforce the management of OCS in their commands and make it a fundamental part of operational planning. All staff sections have a role in OCS planning. OCS cannot succeed without all stakeholders taking an active role in forecasting, developing, and managing requirements and their associated contracts. The OCS process is truly a “cradle to the grave” team effort—an effort that

does not begin or end within the Contracting career field or with the letting of a contract. This case study serves an important reminder of just how important contracted support is to an operation and how every element of a command must strive to incorporate OCS into mission planning and execution.

Commanders who properly plan for and manage their contracted support will find that contracted support can be a cheaper and more effective alternative to the use of military members or government civilians to perform certain required tasks. Those commanders can expect to see significant increases in their combat power and operational capabilities, as well as an increased probability for mission success. Commanders and staff at all levels must have an understanding of the OCS process in order to take advantage of the myriad benefits offered by contracted support and to thrive in the current DOD environment where reliance on contracted support will continue to grow.

The case study was also designed so that a JPME student who is unfamiliar with contracting can understand the importance of OCS in a contingency environment. While one objective of the case study is to show the second and third order effects of the failure to complete even small tasks within the OCS process, the overall goal of the case study is not to make student the student an expert on the intricacies of the contracting process. However, students should be able to recognize the capabilities that contracted support brings to an operational environment while being mindful of the consequences of poorly planned contracted support. Students should come away from reading the case study and follow on discussion with a basic understanding of how and why OCS needs to be integrated into all phases of operations planning.

The case study also seeks to display the weight of current events and the political climate has on the decision to use uniformed personnel or private contractor to perform a task. It is the authors' intent that up and coming senior military leaders are educated on the implications of using contracted support in an operational environment. This education is best provided before those leaders must make the decision of whether or not to use contracted support in their own missions.

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APPENDIX

A. ANNEX W – OPERATIONAL CONTRACT SUPPORT (TEMPLATE)

HEADQUARTERS, XX COMMAND

ADDRESS

XX XXX 20XX

ANNEX W TO XX COMMAND OPLAN/OPORD XXXX-XX **OPERATIONAL CONTRACT SUPPORT**

(U) **References:** List all applicable references essential to this annex. *[List all key OCS related regulations, policies, instructions, messages to include higher level Annex Ws when applicable. JFC specific OCS references can be found via the Defense Procurement and Acquisition Policy Area of Responsibility portal available via the following link http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html. Service components should include applicable Service and/or command specific references.]*

1. (U) **Situation:**

a. (U) **Enemy.** Provide threat level assessment as it relates to OCS. Also see **Annex B (Intelligence)**. *[This section should include a short assessment of the estimated impact of the potential threats to utilizing contract support in the operation to include such information as threats from the use of local national employees to provide on-base services, threats that would require armed security to protect contracted services, etc.]*

b. (U) **Friendly.** List major contract support related commands and agencies involved in this operation, but not under the C2 this command; include their key OCS related tasks. *[Include organizations such as USTRANSCOM, DLA, DCMA, DCAA and other governmental agencies impacting or influencing OCS actions such as American Embassies and USAID operating in the projected operational area. Include basic information on the OCS related authorities, capabilities of each organization]*

c. (U) **Commercial Business Environment.** Provide a brief description of the general business environment and estimated impact on the ability to utilize commercial support in the designated operational area. *[Based on a coordinated GCC, Service component, construction agent and CSA OCS preparation of the operational environment efforts, this paragraph should include information on such things as existing DOD contracts, estimated local and in-transit commercial capabilities, local electronic banking capabilities, etc.]*

d. (U) Assumptions. State valid and necessary assumptions. *[Briefly describe key OCS related planning assumptions based on threat assessment, commercial business environment, host nation/international and multinational considerations and any established OCS related facts.]*

e. (U) Limiting Factors. State all key limited factors to include specific constraints and restraints. *[Based on threat assessment, commercial business environment research and any established OCS related facts and assumptions, list specific OCS related limiting factors such as status of forces agreements (SOFAs) restrictions (e.g., a SOFA that limits the number of U.S. or third country national contractors allowed in country), general business environment (e.g., lack of established electronic banking systems), etc.]*

2. (U) Mission. See base plan.

3. (U) Execution

a. (U) Concept of Contract Support Operations. Provide a broad concept of OCS integration and oversight for this operation. *[This sub-paragraph includes a general overview of how contracting supports the operation and articulates the commander's priorities, intent and specific OCS command guidance by phase of operation (e.g., ensure maximum use of local national commercial sources and employees in phase IV) by type of contract support or other logical manner. This section should also address the overall contract support arrangements (e.g., support to own Services, lead Service or Joint Theater Support Contracting Command (JTSCC), contract support related restrictions (by phase, location, function, guidance on use of/transition from Service CAP support, etc. Include description how OCS achieves or helps to achieve desired operational effects.)]*

(1) (U) Guidance on utilization of types of contracted support.

(a) (U) Systems Support Contracts. Provide any specific guidance on use of system support contracts in this operation. *[This sub-paragraph(s) addresses any command guidance/restrictions on the use of Service weapon systems support contracts. Use caution in placing any restrictions on the use of system support contracts since most of these contract are critically important in maintaining weapon and support system readiness.]*

(b) (U) External Support Contracts. Provide any specific guidance on use of external support contracts in this operation. *[This sub-paragraph addresses general guidance on the use of major external support contracts (e.g., DLA, USTRANSCOM, etc.) and Service Civil Augmentation Programs (e.g., Army Logistics Civil Augmentation Program; Air Force Capabilities Program [AFCAP]; and Navy's Global Contingency Construction Contract [GCCC] and Global Contingency Services Contract [GCSC]). This section will also include commander's guidance on the*

transition of Civil Augmentation Program support to theater support contracting by phase of operation where appropriate. The GCC and/or sub-JFC Annex W may refer to the appropriate Service component Annex Ws for a more detailed description of planned Civil Augmentation Program support (e.g., Army Annex W may have LOGCAP plan).]

(c) (U) Theater Support Contracts. Provide any specific guidance on use of theater support contracts in this operation. *[This sub-paragraph addresses the concept of theater support contracting in the joint operational area by phase of the operation. The GCC and/or sub-JFC Annex W should refer to related sections of the Annex W to include theater support contracting command tasks and Appendix 1 Operational Contract Support Capabilities.]*

(2) (U) Contingency Contracting Administrative Services (CCAS). State how CCAS will be performed. *(Provides direction on CCAS at the GCC level. Normal options include Services providing their own CCAS capability or CCAS being provided by DCMA per theater business clearance guidance. If CCAS is going to be performed by DCMA, this paragraph should refer to tasks to subordinate units and other related guidance (i.e., theater business clearance rules).*

b. (U) Tasks To Major Subordinate Units. List major OCS related tasks for each Service component, JTSCC (if formed), Joint Contingency Acquisition Office (JCASO) mobile support team (MST)(if deployed) and CSAs to include identification of the lead OCS manager/integrator staff or unit and participation in boards, bureaus, centers, cells (B2C2W) working groups. *[This sub-paragraph should include OCS related guidance to major subordinate commands, JTSCC (if formed) and CSAs not contained in other sections of the Annex W. The GCC plan should include the requirement for Service components and CSAs to follow GCC OCS related guidance as found in the DPAP AOR portal (web linked in reference section above) and other OCS guidance (e.g., theater business clearance rules) as applicable. Service components and CSAs will be required to conduct OCS planning in support of the GCC and may be required to submit draft CSIPs to include appropriate Tabs and Appendices. The GCC level plan must include OCS integration responsibilities such as BC2W responsibilities not already captured in GCC standard procedures and/or policies as well as lead OCS advisory responsibilities. Service component and CSA plans should reflect similar OCS integration and advisory responsibilities applicable to their subordinate organizations. Finally, instructions to the lead Service responsible for theater support contracting (if appointed) or JTSCC (if formed) must include direction to publish mission specific theater acquisition instruction (e.g., standard clauses, contract negotiation policy, pricing procedures, etc.) and responsibility to coordinate theater business clearance guidance with OSD (if and when published).*

c. (U) Initial Guidance by Support Function. Identify major support function planned for commercial support sourcing. *[This sub-paragraph along with the Annex W Tab A, Summary of Contractor Support Estimate, outlines anticipated commercial support sourcing by joint capability area and/or commodity. The information in the GCC*

and/or sub-JFC Annex W should be linked to the appropriate Service component or CSA plan as well as to Tab A to Appendix 3 Summary of Contractor Support Estimate which will contain more detailed planning guidance. Specific guidance found in each section below is based on GCC directed lead Service directives/CSA responsibilities, JFC ANNEX W Concept of the Operations guidance, applicable functional supportability analysis data, commercial business environment analysis factors, risk assessment analysis and other operational factors. Each individual section below should contain Service component command guidance on suitability for contracted support to include specific restrictions and contract venue guidance (e.g., external support vice theater support contract type decision) by location and phase of operations as applicable and as directed by the GCC. The requiring activities (e.g., the Service components) will be responsible to develop contract statement of requirements (CSOR) that includes a description, location, timing, and estimated amount) for the designated supply or service. The CSOR template and instructions can be found at TAB C to APPENDIX F to ENCLOSURE F. The outline below provides specific guidance on the types of services that should be addressed in this paragraph.

1. Non-Logistic Support

- (a) Interpreters/Linguists*
- (b) Intel*
- (c) Communications*
- (d) Security*
- (e) Other*

2. Logistics

- (a) Commodities*
 - (1) Bottled Water*
 - (2) Class I*
 - (3) Class II*
 - (4) Class III (B/P)*
 - (5) Class IV*
 - (6) Class VIII*
 - (7) Class IX*
- (b) Base Life Support (non-facility related)*
 - (1) Tactical Water Purification*
 - (2) Dining Facility (DFAC) Support*
 - (3) Class I, II, III(P), IX Supply Support Services*
 - (4) Morale, Welfare and Recreation*
- (c) Common Equipment Maintenance*
- (d) Construction/General Engineering/Facility Maintenance Support*
- (e) Distribution/Transportation*
- (f) Health Readiness*
- (g) Materiel Disposition Services*
- (h) Other.]*

d. (U) **Coordinating Instructions.** Provide any mission specific board, bureau, center, cell, working group guidance or other coordinating instructions or reports as necessary.

4. (U) Administration and Logistics

a. (U) **Funding/Fund Disbursement.** Address OCS related funding and fund disbursement arrangements. Also see Base Plan, Annex E Personnel, Appendix 3 Finance and Disbursing. *[This sub-paragraph should specify who will provide/perform financial management responsibilities (including resource management, comptroller) along with information on who will provide funding for administrative support and operations. Designate who and how deploying funds certification and funds disbursement capabilities will support deploying contracting capabilities.]*

b. (U) **Contract/Fiscal Law Support.** Specify who is responsible for providing contract law support to facilitate OCS. Also see Base Plan, Annex E Personnel, Appendix 4 Legal. *[This sub-paragraph should describe specific contract and fiscal law support arrangements.]*

5. (U) Command, Control and Contracting Authority

a. (U) **Command and Control.** Address the OCS C2 organizational construct. *[The GCC level plan or order must designate specific OCS C2 relationships and how they fit into the overall JFC C2 arrangements. The GCC level plan must specifically address any lead Service or JTSCC C2 relationships over attached subordinate contracting organizations and if planned, how the OCS C2 organizational construct may change or evolve.]*

b. (U) **Contracting Authority.** Address theater support head of contracting activity (HCA) authority to include linkages to in-theater contracting organization(s) and, if applicable, theater business clearance authorities. *[This information should be addressed in the GCC level plan and be coordinated closely with the Service components and when necessary, DPAP. If determined necessary, coordinate with DPAP to initiate executive agent authority directives.]*

Annex W Appendixes and Associated Tabs:

Appendix 1 Operational Contract Support Capabilities Summary. *Identifies key contracting, separate CCAS organization (if applicable) and contract integration organizations by phase and location. [This appendix should capture the deployment sequence and primary location of key OCS related elements include such organizations. For example, GCC and/or sub-JFC Annex W should capture organizations such as the JCASO-MST, Army Contracting Support Brigades, USAF contingency Contracting unit HQs, etc. Service component Annex Ws should provide additional detail such as location*

and support relationships of contingency contracting teams, LOGCAP support officers, etc.]

Appendix 2 Contractor Management Plan (CMP). Identifies theater specific contractor management requirements to include key staff and subordinate command responsibilities. *[The CMP should cover contractors authorized to Accompany the Force (CAAF) related deployment preparation, in-theater management (to include legal jurisdiction and discipline matters) and government furnished support coordination and support requirements. The CMP also must address certain contractor management requirements for non-CAAF contracted employees who have an area of performance on a U.S. military facility or within the vicinity of U.S. forces. It also can be used (when applicable) to address unique contractor management aspects of both CAAF and non-CAAF private security personnel. This CMP planning information must be closely coordinated with the applicable primary and special staff members. More details can be found in TAB H to APPENDIX F to ENCLOSURE F.]*

Appendix 3 Summary of Contractor Support Estimate. Identifies the estimated contracted support requirements by function, location, phase of operation and includes estimated contractors accompanying the force footprint. *[This tab provides data base like presentation of major contracted function guidance found in paragraph 3 c. This information is depicted by JCA, phase of the operation, and location to include estimated CAAF footprint information. The CAAF personnel numbers estimates will be determined using historical data and/or the Contractor Estimate Tool. In the future, these estimates will be tied to standard and non-standard contracted unit type code information.]*

John A. Doe
General (or Admiral), U.S. xxxxx
Commander

OFFICIAL

//////
Jane E. Smith
Major General (or applicable rank), U.S. xxxxx
Director of Logistics (or applicable position)

B. INTERVIEW QUESTIONS

1. What were the billets, and how did they incorporate OCS?
 - a. Responsibilities?
 - b. How did the billets fit into the chain of command?
 - c. What commands were subordinate to the unit and how were they served?
 - d. What was the mission of the command in theater?
2. How did the command conduct OCS?
 - a. What role did the billet have within the OCS chain?
 - b. Did this billet have interaction with joint contracting commands, or did it strictly interact with Marine Commands?
 - c. How much interaction did the billet interact with customers?
 - d. Did the billet have a role in the requirements generation/validation process?
 - e. Did the billet have a role with post award contract management?
3. What was the dollar amount of the contracts the billet was responsible for?
 - a. How many service contracts/ supply contracts?
 - b. How many contractors were sourced through these contracts?
 - c. Were there different challenges with services contracts vs. supply contracts?
4. What were the specific trends in contracts that were completed on time, within scope, and on budget executed?
 - a. How was OCS performed on these contracts?
 - b. What planning was done to integrate OCS into the overall strategic plan?
 - c. Were requirements properly defined and validated?
 - d. How did the command manage contractors in theater?
5. What were the trends among the contracts that were not completed on time, within scope, and on budget?
 - a. How was OCS performed on these contracts?
 - b. What planning was done to integrate OCS into the overall strategic plan?
 - c. In general where did the problems stem from?
 - i. Requirements generation?
 - ii. Vendor selection?
 - iii. Post award contract management?
 - iv. Management of contractors in theater?
6. Is there a specific contract that was not completed on time, within scope, or within budget as a direct result of a lack of proper OCS planning?
 - a. What was the requirement, and who was the customer?
 - b. Describe what went wrong in the planning process.
 - c. Describe what went wrong in the execution process.
 - d. What element of OCS (Contract Support Integration, Contracting Support, Contractor Management) did the contract fail and/or succeed in?

- e. What was the fallout (i.e., tactical, operational, or strategic effects) from this contract being poorly executed?
- 7. What requirements are generators required to know about the OCS process but did not know?
- 8. What did senior leadership not know about OCS?

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