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MBA PROFESSIONAL REPORT

**An Evaluation of Contingency Contracting:
Past, Present, and Future**

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December 2005

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**AN EVALUATION OF CONTINGENCY CONTRACTING:
PAST, PRESENT, AND FUTURE**

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ABSTRACT

The purpose of this study is to identify problems that contingency contracting officers have faced in past contingencies, what problems they are facing in current contingencies, and what problems they are likely to face in the future as the nature of warfare changes in order to increase their efficiency and effectiveness. This effort was accomplished by conducting a historical analysis of contingency contracting from 1775 up to today's Operation Iraqi Freedom, with special emphasis placed on contingencies between 1990 and 2005. An evaluation of the generations of war was conducted to determine what challenges contingency contracting officers may face in the future.

The results of this study revealed four main problem areas that hinder a contingency contracting officer's efficiency and effectiveness. These four areas are (1) Policy, (2) Planning, (3) Organization, and (4) Training. This study then analyzed each area to identify how it was hindering the contingency contracting officer. Recommendations ranged from developing a Joint Contingency Contracting Operations Manual to adopting a new contingency contracting structure based on the Yoder Three-Tier Model.

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I. INTRODUCTION

A. BACKGROUND

While the term contingency contracting was coined only a decade or two ago, the United States military has been contracting out logistical support for its military forces in different degrees in both domestic and overseas operations with varying levels of success since 1775. Early attempts at contracting logistics support for military operations sometimes brought the expedition to ruins, but since World War II, contingency contracting has generally proved an integral part of the military's operational capabilities.

Today, we are engaged in a new generation of war. This generation of war is described as the Fourth Generation War (4GW) in which, one or more entities is fighting against a common adversary, as in Iraq and Afghanistan where different factions and insurgents are battling United States forces. Military forces have witnessed a steady increase in the frequency of contingency operations. As we continue to progress further into the 4GW, the pace of contingency operations is unlikely to diminish.

As the United States continues to adjust to the Fourth Generation War, so must our contracting procedures. This research examines the structure and practice of contingency contracting. The authors use this study to determine if current methods are sufficient in the 4GW. Then, the authors provide recommendations for identified problems.

B. OBJECTIVES OF THE RESEARCH

The objective of this report is to investigate and analyze past and present contingency contracting operations to determine if current practices are sufficient for the 4GW. Through research and analysis, the authors will provide information to improve contingency contracting operations. The authors' research focused on a historical analysis of previous contingency operations to identify problems that still exist today. Recommendations will be identified that improve the effectiveness and efficiency of contingency contracting operations.

C. RESEARCH QUESTIONS

The primary research question is “How can contingency contracting operations be improved in future warfare?” Secondary questions are:

1. What problems does history show that hinder effective and efficient contingency contracting operations?
2. How do these problems affect contingency contracting?
3. What solutions can be developed to mitigate these problems?

D. METHODOLOGY

Research for this project was conducted primarily through literary searches into the history of contingency contracting. Literature was collected from current Government Accountability Office reports, after-action reports, lessons learned, DOD directives and publications, and other scholarly writings. Through historical analysis, the authors identified significant problem areas that have hindered contingency contracting in the past. Once these problem areas were identified, the authors conducted detailed research in the form of policy review and interviews with current and former contingency contracting officers to examine each problem’s particular policies and procedures and how they affect contingency contracting. The authors then recommend solutions to those problems.

E. ASSUMPTIONS

In writing this thesis, the authors make the following assumptions:

- The reader has a basic understanding of the contingency contracting processes and its associated terminologies.
- Current operational tempo will remain at current levels or increase.
- The Fourth Generation War will be the predominant method of warfare in the future.
- The United States will continue to operate in contingent environments using contracting as a method in providing combat support and combat service support.
- Contingency Contracting Officer refers to both enlisted and commissioned contracting officers.

F. ORGANIZATION OF THESIS

This project will guide the reader through a logical sequence of identifying problems and solutions to contingency contracting inefficiencies. Chapter II consists of a historical analysis of contingency contracting to identify general problematic trends. Chapter III will detail these problem areas and identify how they are negatively affecting contingency contracting. Chapter IV will then make recommendations for these problems in an attempt to improve contingency contracting operations.

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II. CONTINGENCY CONTRACTING: PAST, PRESENT, AND FUTURE

A. OVERVIEW

In all countries engaged in war, experience has sooner or later pointed out that contracts with private men of substance and understanding are necessary for the subsistence, covering, clothing, and moving of an Army.

Robert Morris, Superintendent of Finance, 1781

While the term contingency contracting was coined only a decade or two ago, the United States military has been contracting out logistical support for its military forces in different degrees in both domestic and overseas operations with varying levels of success since 1775. Early attempts at contracting logistics support for military operations sometimes brought the expedition to ruins, but since World War II, contingency contracting has generally proved an integral part of the military's operational capabilities, although problems still exist today.

Table 1 below summarizes the number of contracting personnel, number of service members, and the ratio of contracted to military personnel deployed throughout American military history.¹

Table 1. Civilians Contracted to Support Military Operations

War/Conflict	Contracted Personnel	Military	Ratio
Revolution	1,500 (Est)	9,000	1:6 (Est)
Mexican/American	6,000 (Est)	33,000	1:6 (Est)
Civil War	200,000 (Est)	1,000,000	1:5 (Est)
World War I	85,000	2,000,000	1:20
World War II	734,000	5,400,000	1:7
Korea	156,000	393,000	1:2.5
Vietnam	70,000	359,000	1:6
Persian Gulf War	5,200	541,000	1:100
Rwanda/Somalia/Haiti	No Records Kept	N/A	N/A
Balkans	5,000-20,000	(Varied) 20,000	Up to 1.5:1

¹ Samperelli, S.J. (1990). *Contractors on the Battlefield, What Have We Signed Up For?* (Research Report, Air War College, Air University) pp.6.

This chapter analyzes contingency contracting from past, present, and future perspectives, beginning with the eighteenth century through the twenty-first century and then into future challenges that contingency contracting personnel will encounter. During this analysis, the authors identify existing problems constraining the contracting process of deployed forces. The future of warfare will continue to evolve challenging the United States military more than ever to adapt and overcome inherent deficiencies within contingency contracting.

B. THE EIGHTEENTH CENTURY

By 1775, European nations had been contracting logistics support for their armies in the field for over 150 years. For the fledgling United States, the preferred method of supplying food, clothing, shelter, transportation, and general labor to its troops in the field was the direct purchase method, where Army officers bought directly from civilian companies on behalf of the Government. Greed, a poor transportation system, abuse, and bureaucratic red tape rendered the direct purchase system ineffective, which contributed to the appalling conditions at Valley Forge such as inadequate winter clothing and insufficient provisions.²

Later, the system of “specific supplies” replaced the direct purchase system. In this system, each state provided specified amounts of goods and services required by the military. This system was almost a complete failure. Not only were the states slow in furnishing supplies, but when they did, it was seldom at the right time or the right place where the supplies were needed. It also caused particular problems when troops from one state operated in another as one state did not desire to pay for the provisioning of troops from outside its own borders.

In February 1781, it was apparent to both Congress and top military leaders that both systems of logistical support were ineffective. As a result, they appointed Robert Morris as Superintendent of Finance of the United States to correct the problem. Morris

² Shrader, C.R. (1999). *Contractors on the Battlefield*. Retrieved August, 2 2005, from <http://www.ausa.org/PDFdocs/lpe99-6.pdf#search='contractors%20on%20the%20battlefield%20shrader'> p. 2.

immediately replaced both failing systems with the European practice of supply by private contractors, which he believed would be both more efficient and less costly.

Almost immediately after instituting private contractors, problems started to arise. Army officers complained of the poor quality of rations delivered, accounts for fixed military installations and moving army units were being confused, contractors were complaining of late payments, and collusion between contractors was rampant. Both George Washington and Alexander Hamilton observed that contractors were often more concerned with increasing their profits than with providing the Army with the supplies and services it needed when and where they were required.³ Nevertheless, the system of private contractors resulted in some improvements in efficiency and cost savings. By 1783, this new system was the generally accepted means of supporting the military.

C. THE NINETEENTH CENTURY

The War of 1812 saw continued extensive use of private contractors to provide logistical support in the form of food, clothing, shelter, and transportation to the American Army. However, this practice was generally unsatisfactory due mainly to the lack of supervision by experienced Army logisticians. As a result, after the war, the Army organized the bureaus of Quartermaster, Subsistence, Medical, and Ordnance, and staffed them with men of “vigor and vision.”⁴ This demonstrated a desire by the Army to provide a majority of its support organically rather than by contracting it out. By 1820, Secretary of War John Calhoun centralized subsistence procurement almost solely within the office of the Commissary General of Subsistence, virtually eliminating the need for private contractors.

By 1846, just prior to the war with Mexico, the military had become very effective at supplying its troops from within. However, the rapid buildup of military forces for the war with Mexico strained the military’s procurement system. Between August 1845 and the end of 1846, the Quartermaster’s Department alone placed over 400 contracts, mostly for transportation services, to support operations in Mexico. The most

³ Shrader, C.R. (1999). p. 2.

⁴ Ibid. p. 3.

significant problem the Army faced during this time was discipline and control of contractors who accompanied the soldiers in the field.

The American Civil War once again saw the Union Army scrambling to supply its troops in light of another rapid buildup. Despite the organization of the bureaus of Quartermaster, Subsistence, Medical, and Ordnance, the Northern military economy was still very much decentralized. For several months, the various states in the Union struggled to outfit new battalions and regiments with uniforms and supplies, sometimes competing with each other over limited resources.⁵ However, by the end of 1861, the northern states turned over most of their procurement issues to the respective military bureaus. Most states did this because the Federal Government threatened to stop reimbursing state purchases. In spite of this centralized procurement strategy, and the fact that the Quartermaster's Department employed over 100,000 civilians for production and manufacturing of supplies, the Union Army purchased millions of dollars of goods and services from the public sector, mostly in the areas of construction, labor, and transportation services on or near the battlefield.⁶

The Union Army took contingency contracting efforts further by authorizing battlefield commanders contracting authority. Army ordnance regulations allowed "any officer, in circumstances of 'urgent necessity' to purchase items normally procured by the Ordnance Bureau, and to submit a report explaining the necessity to obtain government reimbursement." However, this authority was revoked due to a limited number of abuse cases among a small group of commanders, and the Government's desire to promote competition through a centralized system.⁷

D. THE TWENTIETH CENTURY

The trend towards centralized procurement within the military continued into the twentieth century as the Quartermaster, Commissary, and Pay Departments consolidated

⁵Wilson, M.R. (2003). The Business of Civil War: Military Enterprise, the State, and Political Economy in the United States, 1850-1880. *Enterprise & Society*, Vol. 4, No. 4 p. 601.

⁶ Ibid. p. 602.

⁷ Douglas, K.L. (2004). Contractors Accompanying the Force: Empowering Commanders with Emergency Change Authority. *The Air Force Law Review*, Vol. 55, p. 127.

in 1912 into the Quartermaster Corps with approximately 5,400 men. This consolidation, in conjunction with the massive troop buildup at the start of World War I, provided the Army a supply of skilled and unskilled men under military control and discipline which could be deployed as the Army needed. As a result, the American Expeditionary Force was able to pull from within its own ranks the personnel and skills needed to perform almost all aspects of battlefield logistics. Private contracting was kept to a minimum, with extra labor, transportation, and housekeeping services provided by French and Belgian firms.⁸

The use of contingency contracting during World War II was limited due to the nation's full mobilization of personnel and industry to supply the United States military the necessary material and equipment needed to fight a truly global conflict. As in the previous world war, the United States utilized a centralized logistics plan for supporting the war effort. Goods were produced on the home front and then transported to the troops in each theater of operations.

Despite this reliance on organic support, contingency contracting still had its role in the war. World War II introduced two aspects of contingency contracting that are still concerns today. The first was the introduction of the manufacture's technical representative. The increased complexity of military aircraft, communications equipment, vehicles and other war items, and the rapid implementation of newer models requiring changes in operating and maintenance procedures made the technical representative an essential element at forward airfields, depots, and repair facilities.⁹ In some cases, technical representatives were found on the front lines seeking solutions to problems about their firm's equipment.

The other facet of contingency contracting exposed during World War II concerned contractors engaging the enemy in combat, being killed in combat, or being taken prisoner. The battle of Wake Island was the most vivid example of this. At the commencement of the battle, 1,146 civilian contractors worked on the island along with

⁸ Shrader, C.R. (1999). p. 6.

⁹ Ibid p. 6.

522 soldiers, sailors, and Marines. As the Japanese began what would turn into a fifteen-day assault, most of the contractors volunteered to man coastal defense guns, anti-aircraft guns, and machine guns while others hauled ammunition and supplies to the various fighting positions. One civilian contractor, Raymond R. Rutledge, was seen throwing hand grenades into Japanese landing barges during an early morning landing on 23 December.¹⁰ During breaks in the fighting, the contractors assisted the Marines in repairing defensive positions. At the conclusion of the battle, 70 contractors were killed in action and 12 were wounded. With the exception of about 100 contractors retained by the Japanese to help rebuild the island, all the remaining civilians and military personnel were transported to Japan where they remained prisoners of war until they were liberated in 1945.¹¹

As the United States unexpectedly entered the Korean War, its rather minimal mobilization required a greater need for contractors to provide logistical support. Most of the contracting support came from both Japan and Korea who provided many services including stevedoring, road and rail maintenance, and supply-carrying parties.¹² Notwithstanding the large cost of hiring Japanese and Korean workers, the Army experienced substantial savings in both money and manpower. By using Japanese labor contractors, the Army reduced its need for service troops by an estimated 250,000, and “without Korean workers in Korea, it would doubtless have been necessary for the U.S. forces to assign whole divisions of combat troops to supply lines.”¹³ Despite the above savings, not only did the Army lack experienced contracting officers to manage such a large program, it also did not have an effective or efficient policy for contracting and managing civilians to that scale. This led to confusion over who was responsible for procurement, organization, training, assignment, and administration of contracted labor.¹⁴

¹⁰ Cressman, R.J. (n.d.). *A Magnificent Fight: Marines in the Battle for Wake Island*. Retrieved August 3, 2005, from <http://www.ibiblio.org/hyperwar/USMC/USMC-C-Wake.html>.

¹¹ Cressman, R.J. (n.d.).

¹² Shrader, C.R. (1999). p. 7.

¹³ Houston, J.A. (1989). *Guns and Butter, Powder and Rice, U.S. Army Logistics in the Korean War*. Cranbury, Associated University Press. p. 390.

¹⁴ Shrader, C.R. (1999). p. 8.

The Vietnam War saw an explosion in the use of civilian contractors by the American military due to the low manpower and industrial mobilization over the eight year war and the rapid advances in military technology. Additionally, President Johnson's decision not to call up the reserves, and Congress' mandated troop ceilings necessitated the use of civilian contractors as force multipliers. At the height of the war, it is estimated that the United States had over 80,000 civilian contractors working in Vietnam focusing on construction; base operations; water and ground support; petroleum supply; and maintenance and technical support of high-technology systems. During fiscal year 1969, the U.S. Army Procurement Agency, Vietnam (USAPAV) spent over \$234.3 million on service contracts alone. Even though the use of contractors in Vietnam raised the same questions as in previous contingencies about a contractor's international status, control and military discipline, and death by enemy fire, the Joint Logistics Review Board in 1970 stated, "U.S. forces committed to conflict have never been better supplied than those in Southeast Asia."¹⁵

E. RECENT CONTINGENCIES: 1990-2005

From 1975 to 1990, the United States deployed its forces 26 times to various overseas contingencies. Post 1990, the number has sky rocketed to over 70 deployments supporting contingencies.¹⁶ The following section details some of the more significant contingencies since 1990.

1. Operation Desert Shield/Desert Storm

On August 2, 1990, three Iraqi armored divisions invaded Kuwait. Within thirty-six hours, Saddam Hussein's forces had taken control of the capital, Kuwait City, and had pushed to the borders of Saudi Arabia. Days later, the 82nd Airborne Division and three Marine Expeditionary Brigades (MEBs) deployed to defend Saudi Arabia to protect America's vital interests in that region.

At that time, contingency contracting as we know it today was still maturing. The 82nd Airborne's XVIII Airborne Corps Acquisition Section (CAS) faced many challenges

¹⁵ Shrader, C.R. (1999). p. 8.

¹⁶ DoD and Military Department Public Affairs Offices (2001-2002), CDI Military Almanac.

as it attempted to procure supplies and services. The XVIII CAS's biggest challenge came from the Government's own regulations.

The initial, and largest, difficulty encountered was the restrictive acquisition policies that impeded contingency contracting operations. The Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and Army Federal Acquisition Regulation Supplement (AFARS) were not designed for contingency operations and their applicability under wartime conditions were vague, since they do not contain specific guidance concerning contingency operations.

Being deployed in a foreign country with different cultures and values only complicated matters. Required pricing proposals were too complicated for many of the local vendors. Full and open competition mandated by the Competition in Contracting Act was almost impossible due to the increased urgency of need and the limited sources of supply. Determination of contractor responsibility and fair and reasonable prices was entrusted to the contracting officer's judgement, and was complicated by the lack of market knowledge.

In addition, over reliance on organic logistical support, the lack of emphasis on contingency contracting, inadequate contracting organization across the services, and the rapid deployment of the troops prevented substantial and meaningful planning and training for contingency contracting officers. Contracting officers deployed without any knowledge of Saudi customs, language skills, business practices, or the extra physical effort required to operate in the harsh Middle East environment. Once in country, contracting officers had to provide for their own living and transportation arrangements while simultaneously receiving and supporting thousands of troops a day with food, water, and transportation.¹⁷

As a result of Operation Desert Shield/Storm, the Army established the contingency contracting officer billet to support its operational commanders beyond their organic support capabilities. Contingency contracting officers were placed at both the

¹⁷ Campbell, K.N. (1993). *Contingency Contracting Officers: Can They Adequately Support the Force?* (Master's Thesis, Naval Postgraduate School). p. 28.

division level and the corps level. The Army also published a supplement to the AFARS entitled “Contingency Contracting, Army Federal Acquisition Regulation Supplement Manual No. 2”

The situation was much the same for the Marines as the XVIII CAS. For example, the Marines utilized the SF-44 (Purchase Order-Invoice-Voucher) and DD 1155 (Order for Supplies or Services) for most of their small purchases. However, due to the limiting and rigid nature of the current acquisition policies and the urgency of need demanded during contingency operations, violations to FAR regulations occurred. Violations with the SF-44 included payments exceeding funding authorization, payments prior to delivery, full payments for incomplete services, and funding amounts written in after purchases were made. Thirty percent of SF-44 purchases before 13 September 1990 exceeded the threshold amount of \$2,500 dollars.¹⁸

Training and organization posed the same problems for the Marines as it did the soldiers of the XVIII CAS. At the time of Desert Shield, only one contingency contracting officer billet existed at the 1st FSSG. While in country, the command structure was such that the Contingency Contracting Officer (CCO) often had to write up a procurement request, purchase the supplies, pay for the supplies, and then sign for them. Interviews after the war indicated that the junior Noncommissioned Officers (NCOs) had very poor training,¹⁹ nor did they possess any real world experience as most of them deployed from base support units. The senior Staff Noncommissioned Officers (SNCOs) were better trained than the junior NCOs, and the officers were reported to have the best training in contingency contracting.²⁰

2. Operation Restore Hope

In the fall of 1992, famine and civil war had claimed nearly 500,000 Somali lives. In the first week of December, the U.N. Security Council approved a multinational peacekeeping coalition led by the United States. On 9 December 1992, the 11th Marine

¹⁸ Caldwell, G.R. (1995). p. 16.

¹⁹ No standardized contingency contracting training existed at that time and the Defense Acquisition Workforce Improvement Act (DAWIA) was not enacted until 1994.

²⁰ Caldwell, G.R. (1995). p. 45.

Expeditionary Unit (MEU) and the Army's XVIII Airborne Corps deployed to Somalia. Initial contracting personnel deployed included one Marine Corps Major, one Marine Corps Sergeant, an Air Force Captain, and an Air Force Sergeant.

The first issue of concern for contingency contracting officers was *funding*. Initially, Operation Restore Hope was expected to last no longer than 90 days. Based on this time line, funds allocated towards the Logistics Civil Augmentation Program (LOGCAP)²¹ were limited to \$4 million. One after action report specifically addressed this lack of funding:

For the duration of the event, there was never a clear plan for how long U.S. troops would be in Somalia. Therefore, the contract was funded for approximately 90 days of effort at a time. Funding for the first 60 days was provided by the U.S. Marine Corps. The remainder of the funds came from the U.S. Army Forces Command.²²

As operations increased, contracting officers became concerned about creating an Anti-Deficiency Act violation by obligating funds that were not yet appropriated. They sometimes had to order contractors to stop work and stand down until more funds became available. As the scope of Operation Restore Hope increased, contract-funding levels were subsequently increased to \$12 million and then to \$18 million.

The second issue of concern involved the amount of *coordination required* due to the disparate contracting organizational structure throughout the different services. The converging of numerous contracting elements from the different services, other NATO countries, and LOGCAP, in addition to the extremely limited supplier base in the area, required close coordination of contracting efforts to ensure different organizations were not competing for the same limited resources. Lieutenant Colonel Michael Toler, who

²¹ LOGCAP is a U.S. Army initiative for peacetime planning for the use of civilian contractors in wartime and other contingencies. LOGCAP is primarily designed for use in areas where no bilateral or multilateral agreements exist. However, LOGCAP may provide additional support in areas with formal Host Nation Support (HNS) agreements, where other contractors are involved, or where peacetime support contracts exist. Use of contractors in a theater of operations allows the release of military units for other missions or to fill support shortfalls. This program provides the Army with additional means to adequately support the current and programmed forces.

²² Robare, W.M. (2000). *Guidance for Army Contingency Contracting Officers in Preparation for Military Operations Other Than War*. (Master's Thesis, Naval Postgraduate School). p. 63.

led the Department of Defense's contingency contracting mission in Somalia, recognized this dilemma and planned accordingly:

Each service wanted its own contracting officers under its own command, so the idea of a single consolidated joint contracting office in Mogadishu was ruled out...To ensure that contracting offices of each service did not compete for the same resources, the operations order designated one component in each country as the lead, responsible for coordinating all purchases in that country.²³

Unfortunately, this necessitated the validation of requirements at a much higher level than normal. It was not unusual for the J-4, the Chief of Staff, or even the Joint Task Force Commander to screen and approve individual requirements to ensure appropriate contracting activities handled specific requirements in the theater of operations.²⁴

Despite all the lessons learned during Operation Desert Shield/Storm, Operation Restore Hope experienced similar problems associated with contracting in a contingency environment. For example, Marines from the 2nd and 3rd FSSG did not deploy with their basic necessities like computers, printers, and software, because they anticipated using the 1st FSSG's assets. Restrictive policies again hampered the acquisition process. For example, Major Michael Corcoran, the Marine Corps contingency contracting officer in the region, stated that the requirement to submit a Business Clearance Memorandum²⁵ to Headquarters, Marine Corps, 10,000 miles away from the contingency, was a restrictive regulation that hindered contracting support.²⁶

3. Operation Joint Endeavor/Joint Guard

Operation Joint Endeavor started in December 1995, when NATO deployed a joint task force consisting of personnel from fifteen different countries, including 20,000

²³ Toler, M.M. (1995) Contingency Contracting: Operation Restore Hope. *Contract Management*, Vol. 35, No. 1. p. 19.

²⁴ Robare, W.M. (2000). p. 64.

²⁵ A Business Clearance Memorandum is a formalized review process of the negotiation and solicitation actions leading up to the award of a contract.

²⁶ McMillon, C.W. (2000). *Contingency Contracting Within the Department of Defense: A Comparative Analysis*. (Master's Thesis, Naval Postgraduate School). p17.

American soldiers, to end the fighting between Bosnian Croats and Serbs and to enforce the Dayton Peace Accords. After the September 1996 elections in Bosnia, Operation Joint Endeavor transitioned to Operation Joint Guard with a new task of keeping the peace.

Operations Joint Endeavor and Joint Guard experienced many of the same problems as the previous contingencies. While initial contingency contracting officers were handpicked because they were well-trained and had plenty of contingency contracting experience, follow on CCOs had insufficient training and no experience. Misunderstandings concerning the scope of the LOGCAP contract prevailed. Currency and exchange rate issues arose as the Bosnian Dinara became worthless. As a result, local vendors demanded payment in German Deutsche Marks. This caused initial problems because the FAR requires that contract payments be made in the host nation's currency. Other problems encountered included lack of administrative tools like standard operating procedures (SOPs) and templates of commonly used contracting forms, a high frequency of unauthorized commitments, and competition between commands for the same scarce resources.²⁷

4. Operation Iraqi Freedom (OIF)

On 19 March 2003, United States and British forces launched a campaign of "Shock and Awe" which consisted of cruise missile strikes and attacks from F-117 stealth bombers against Saddam Hussein's regime. A few hours later, coalition forces crossed the boarder and pushed deep into Iraq. On 9 April 2003, Baghdad was formally secured by US forces and Saddam Hussein was officially removed from power.

Operation Iraqi Freedom has seen the largest use of contingency contracting by the Department of Defense in history, particularly with global logistics support contracts like LOGCAP and AFCAP²⁸ (LOGCAP was not used in Operation Desert Shield/Desert

²⁷ McMillon, C.W. (2000). p17.

²⁸ The Air Force Contract Augmentation Program (AFCAP) is similar to the Army's LOGCAP program of peacetime planning for the use of civilian contractors in wartime and other contingencies. AFCAP is only available for contingent response situations and is designed to provide rapid engineering and logistical services. The intent is to augment the Air Force with civil engineering and services and logistics capabilities during worldwide contingency operations, freeing Air Force personnel to perform mission essential tasks.

Storm). As of May 2004, spending on LOGCAP in Iraq alone totaled \$5.6 billion. Recent GAO reports indicate that DOD's effective use of logistics support contracts varied during OIF, particularly in the areas of planning, personnel, and training.

For example, some organizations, like U.S. Army, Europe, tasked with supporting anticipated troop movement through Turkey into Iraq, conducted adequate LOGCAP planning and even included the contractor in planning sessions. U.S. Army, Europe reported:

Contractor planners brought considerable knowledge of contractor capabilities, limitations and operations, and their involvement early in the planning efforts increased understanding of the requirements and capabilities, facilitated communication regarding the statement of work, and enhanced mission completion.²⁹

Conversely, the use of LOGCAP support in Kuwait and Iraq lacked adequate planning. Planning for the use of the LOGCAP contract to support the troops in Iraq did not begin until after the fall of Baghdad, was not comprehensive, and did not include the contractor. According to an official from the 101st Airborne Division, there was a lack of detailed planning for the use of LOGCAP at the theater and division levels for the sustainment phase of the operation.

The issuance of task orders under these logistics support contracts also lacked planning. Task order 27, which provided support to U.S. troops in Kuwait, was changed eighteen times between September 2002 and December 2003, including five changes in one month, with some changes taking place on consecutive days.³⁰

Lack of personnel and poor personnel training contributed to procurement and oversight deficiencies as poorly trained contracting officers quickly became overwhelmed in their duties due to the expanding scope of the many of the task orders. Additionally, military units receiving the contracted services did not fully understand the

²⁹ Government Accountability Office. (July, 2004). *Contract Management: Contracting for Iraq Reconstruction and for Global Logistics Support*. (Report to Congressional Requesters, No. GAO 04-869T). Washington, D.C.

³⁰ Government Accountability Office. (July, 2004). No. GAO 04-869T.

part they played in establishing task order requirements or the amount of support the contractors required in the form of coordination, requirements generation, contract monitoring, and security.

F. FUTURE CONTINGENCIES

Fourth Generation War (4GW) ³¹ Currently, the United States is engaged in a Fourth Generation War (4GW) with insurgents in Iraq and element of the Taliban in Afghanistan. Whether the task is establishing a contingency contracting office or securing key terrain, knowledge of past wars illuminates a dark path in the journey ahead. The framework of previous generations of war provides a basic understanding of the evolution of war, which may prove useful for effectively dealing with future warfare. ³² Appendix A contains a full description of the first through third generations of war.

In Fourth Generation War (4GW), no longer is the battlefield linear or “state verse state”; instead, the environment is described by one or many different entities fighting against a common adversary. In Iraq, several different entities or insurgents are battling United States forces, such as former Baathist party members, al Qaeda members, and others that do not want their environment to change. The complexity of 4GW may increase if additional elements of previous generations of war become infused into the current environment. ³³ The first three generations of war sought to defeat an enemy’s will with military might however, 4GW seeks to win on the moral, political, and social level rather than solely militarily. ³⁴ If we want to see what the future of warfare will resemble in the coming years, 4GW is the template. Fourth Generation War is not represented by a swift victory, quick redeployment of troops, or a post-war ticker-tape

³¹ 4GW is still a concept and has not been officially recognized as doctrine.

³² Lind, W.S., Nightengale, K., Schmitt, J.F., Sutton, J.W., Wilson, G.I. (1989, October). The Changing Role of War: Into the Fourth Generation. *Marine Corps Gazette*, No. 22-26. p. 26.

³³ Hammes, T.X. (2005). Insurgency: Modern Warfare Evolves into a Forth Generation. *Strategic Forum*, No. 214. p. 12.

³⁴ FMFM 1-A (Draft), (2005). *Fourth Generation War; Imperial and Royal Austro- Hungarian Marine Corps*. Retrieved October 26, 2005, from http://www.defense-and-society.org/vti_bin/shtml.exe/top_level/search_form.htm.

parade. Instead, expect a protracted war entrenched in many years of long, arduous, and sporadic fighting. The engagement of a 4GW opponent can last a decade or more.³⁵

Contingency contracting personnel will experience continued challenges in a 4GW not realized in previous generations of war. Due to the long duration of a 4GW, contracting personnel will be required to support the warfighter longer than what current doctrine states. These challenges include a need for increased flexibility in dealing with limited host nation support, the ability to respond quickly to rapid requirements, and to have a thorough understanding of the security environment and local customs, especially when operating in local communities. Furthermore, knowing how local cultures interact with each other will be critical in preventing secular volatility and instability. Contingency contracting personnel have the awesome responsibility of not only supporting the warfighter, but also balancing the financial support provided to the local economy.

The challenges of maintaining contingency contracting support into 4GW is more difficult than previous generations because of the changing face of war and the environment in which United States forces operate. Since the end of the Cold War, U. S. forces deployed to locations around the globe commensurate with Third World infrastructures. Some examples include Somalia, Haiti, Kuwait, Iraq, and Afghanistan. However, more notably than the frequency is that most locations lacked a workable infrastructure, a reliable vendor base, inferior economic and financial capability, and little if any experience in dealing with U.S. contractors. Defense strategist, Thomas P. M. Barnett describes these locations in the world as the “Non-integrating Gap.”^{36,37} States or specific populations within a state are not economically connected with the rest of the

³⁵ Hammes, T.X. (2005). p. 14.

³⁶ Barnett, T.P.M. (2004). *The Pentagon's New Map*. Putnam. p. 127.

³⁷ Non-Integrating Gap is defined as regions of the world that are largely disconnected from the global economy and the rule sets that define its stability. Today, the Non-Integrating Gap is made up of the Caribbean Rim, Andean South America, virtually all of Africa, portions of the Balkans, the Caucasus, Central Asia, the Middle East, and most of Southeast Asia. These regions constitute globalization's “ozone hole,” where connectivity remains thin or absent in far too many cases. Of course, each region contains some countries that are very Core-like in their attributes (just as there are Gap-like pockets throughout the Core defined primarily by poverty), but these are like mansions in an otherwise seedy neighborhood, and as such are trapped by these larger Gap-defining circumstances.

world. This aspect of very limited host nation support capability challenges the military contingency contracting officer to maintain basic life support for military personnel when organic support is not readily available.

G. SUMMARY

This chapter exposed the reader to the concept that the United States military has been contracting out logistical support for its deployed forces since 1775, and will continue to do so in the future. The problems experienced in the past are more relevant today than ever before. As long as the military goes to war, contingency contractors will be along side the warfighter providing invaluable support. Despite 230 years of contingency contracting experience, problems still exist in many areas of this practice. Historical analysis has revealed that the main areas contributing to ineffective and inefficient contingency contracting are:

- Restrictive policies that impede contingency contracting operations
- Insufficient planning for the use of contracting during contingencies
- Disparate contracting organizational structure throughout the different services
- Insufficient training of contingency contracting personnel

These deficiencies have limited the force multiplier capability of contingency contracting from the Revolutionary War through Operation Iraqi Freedom. The future Fourth Generation War environment will undoubtedly expose these problem areas to a greater degree, making the need to change more pressing.

In these times of force reduction, restricted budgets, and the prospect of more and perhaps simultaneous contingency operations, developing a truly effective and efficient contingency contracting methodology enables the United States military to respond more rapidly, effectively and efficiently, and provide better logistical support to deployed forces in any contingency environment whether foreign or domestic. Having the necessary knowledge and skills to deal with these unique situations can provide contingency contracting personnel with the specific information, skills, and capabilities for a successful deployment.

III. IDENTIFICATION AND ANALYSIS OF PROBLEMS

A. OVERVIEW

Through historical analysis of previous contingencies and the examination of future warfare, Chapter II identified four main shortcomings of contingency contracting that hamper its efficiency and effectiveness. These four areas are:

- Restrictive policies that impede contingency contracting operations
- Insufficient planning for the use of contracting during contingencies
- Disparate contracting organizational structure throughout the different services
- Insufficient training of contingency contracting personnel

Chapter III focuses on each of the four identified deficiencies and details their current practices or procedures, breaking them down by service when necessary. Then this chapter analyzes each area to highlight exactly how it is frustrating efficient contingency contracting.

B. POLICY

1. Identification of Current Policy

Federal acquisition laws are designed to deliver the best value product or service while maintaining the public's trust and fulfilling public policy. These regulations are primarily structured to operate in a peacetime environment where time and urgency of need are not a significant factor for the acquisition. However, contingency environments often require the expedited procurement of goods and services to support critical mission needs. Additionally, such environments may lack the infrastructure, supplier base, or familiar business practices to allow full compliance with all acquisition regulations. This was evident in past contingencies like Operation Desert Shield/Storm, Operation Restore Hope, and Operations Enduring Freedom and Iraqi Freedom.

As a result of a contingency's unique environments, some Federal acquisition requirements are relaxed to allow the contracting officer to operate more effectively in a contingency environment. Other regulations can be mitigated if requested by the contracting officer and approved by higher contracting authority. Ultimately, regardless

of the contingency environment, the urgency of need, or the relaxed regulations, the contracting officer is still expected to comply with the spirit and letter of Federal contingency contracting laws and regulations. This section details the most significant statutory deviations to provide relief to the contracting officer in a contingency environment, and then identifies other limitations that still exist.

FAR Part 5: Publicizing Contract Actions: *FAR 5.002 Policy* requires contracting officers to disseminate information on proposed contract actions in order to:

- Increase competition;
- Broaden industry participation in meeting Government requirements; and
- Assist small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns in obtaining contracts and subcontracts.

FAR 5.202(a)(2) Exceptions, allows a contracting officer to forgo this requirement if:

The proposed contract action is made under the conditions described in 6.302-2 (or, for purchases conducted using simplified acquisition procedures, if unusual and compelling urgency precludes competition to the maximum extent practicable) and the Government would be seriously injured if the agency complies with the time periods specified in 5.203; made this quote style

A contracting officer must submit a written justification and approval (J&A) letter³⁸ for invoking this exemption. A written approval is required for this justification under the following situations:

- For a proposed contract not exceeding \$500,000, the contracting officer's certification will serve as approval unless a higher approving level is established in agency procedures.
- For a proposed contract over \$500,000 but not exceeding \$10,000,000, by the competition advocate for the procuring activity.

³⁸ A Justification and Approval letter is a mandated request and approval process for utilizing other than full and open competition and must cite one of the seven circumstances permitting other than full and open competition listed in FAR 6.302.

- For a proposed contract over \$10,000,000 but not exceeding \$50,000,000, by the head of the procuring activity, or a designee who is a general or flag officer.
- For a proposed contract over \$50,000,000, by the senior procurement executive of the agency.³⁹

A contracting officer may submit a J&A after the contract award if the contracting officer believes both these requirements would unreasonably delay the procurement.

FAR Part 6: Competition Requirements: *FAR 6.101 Policy*, requires contracting officers to promote full and open competition to the maximum extent possible:

- 10 U.S.C. 2304 and 41 U.S.C. 253 require, with certain limited exceptions (see Subparts 6.2 and 6.3), that contracting officers shall promote and provide for full and open competition in soliciting offers and awarding Government contracts.
- Contracting officers shall provide for full and open competition through use of the competitive procedure(s) contained in this subpart that are best suited to the circumstances of the contract action and consistent with the need to fulfill the Government's requirements efficiently (10 U.S.C. 2304 and 41 U.S.C. 253).

FAR 6.302-2 Unusual and Compelling Urgency, allows a contracting officer to forgo this requirement if:

- When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

This authority applies in those situations where:

- An unusual and compelling urgency precludes full and open competition; and
- Delay in award of a contract would result in serious injury, financial or other, to the Government.

A contracting officer must submit a written J&A for invoking this exemption. A contracting officer may submit a J&A after the contract award if the contracting officer believes both these requirements would unreasonably delay the procurement.

³⁹ Robare, W. (2000). p. 51.

Additionally, contracting officers shall request offers from as many potential sources as is practicable under the circumstances.

FAR Part 13: Simplified Acquisitions: *FAR 13.003 Policy*, requires contracting officer to use simplified acquisitions to the maximum extent possible.

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

FAR 2.101 Definitions, raises the simplified acquisition threshold to a higher level for contingency operations.

- \$100,000, except for acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack (41 U.S.C. 428a), the term means—
 - \$250,000 for any contract to be awarded and performed, or purchase to be made, inside the United States; and
 - \$1 million for any contract to be awarded and performed, or purchase to be made, outside the United States.

FAR 13.500(e)(1) establishes the simplified acquisition threshold for commercial items at \$10 million. This threshold is part of an experimental program that expires on 1 January 2006. No written J&A letter is required to invoke these policies.

FAR 13.106-1(c)(1) Soliciting Orally, authorizes contracting officers to utilize oral solicitations, vice written or other time-consuming methods, during contingency operations. The contracting officer shall solicit quotations orally to the maximum extent practicable, if—

- The acquisition does not exceed the simplified acquisition threshold;
- Oral solicitation is more efficient than soliciting through available electronic commerce alternatives; and
- Notice is not required under FAR 5.101.

FAR 15.203(f) also authorizes a contracting officer to utilize an oral request for proposals during a contingency environment if normal solicitation would delay the acquisition of supplies or services to the detriment of the Government and a notice is not required under FAR 5.202 (e.g., perishable items and support of contingency operations

or other emergency situations). Use of an oral request for proposal (RFP) does not relieve the contracting officer from complying with other FAR requirements.

FAR 33 Protests, Disputes, and Appeals: *FAR 33.103 Protests to the Agency* and *FAR 33.104 Protests to GAO*. Frequently, a contractor will file a protest either to the contracting agency or directly to the GAO. A protest can be filed either before or after contract award. Upon receipt of a protest before award, a contracting officer is not authorized to award the contract until protest has been resolved. If a protest is received within 10 days of a contract award, the contracting officer must suspend performance until the protest is settled. These requirements to either not award a contract or to suspend performance are waived for urgent and compelling reasons or if it is determined to be in the best interest of the Government to do so. In either case, written justification or statement of determination must be drafted. Such justification or determination shall be approved at a level above the contracting officer, or by another official pursuant to agency procedures.

DFARS 217.74 Undefined Contract Actions: Undefined contract action means any contract action for which the contract terms, specifications, or price are not agreed upon before performance is begun under the action. Examples are letter contracts, orders under basic ordering agreements, and provisioned item orders, for which the price has not been agreed upon before performance has begun. A contracting officer is generally not allowed to enter into an undefined contract.

DFARS 217.7403 Policy, states exceptions to utilizing undefined contract actions will be as complete and definite as practicable under the particular circumstances and used only when

- The negotiation of a definitive contract action is not possible in sufficient time to meet the Government's requirements; and
- The Government's interest demands that the contractor be given a binding commitment so that contract performance can begin immediately.

A contracting officer must request written approval from the head of contracting activity to utilize undefined contract actions. The contracting officer's request must

fully explain the need to begin performance before terms and conditions are definitized, including the adverse impact on agency requirements resulting from delays in beginning performance.

As with any contracting activity, the contracting officer must not enter into an anti-deficiency act violation. For undefinitized contract actions, the contracting officer shall not obligate more than 50 percent of the not-to-exceed price before definitization. However, *DFARS 217.7404-5 Exceptions*, allows this limitation to be waived by the head of contracting agency if it is necessary to support

- A contingency operation as defined in 10 U.S.C. 101(a)(13); or
- A humanitarian or peacekeeping operation as defined in 10 U.S.C. 2302(7).

DFARS 213.301 Governmentwide Commercial Purchase Card: The Governmentwide commercial purchase card is a credit card used as the primary method of purchase and/or method of payment for purchases valued at or below the micro-purchase threshold of \$2,500. An appropriately trained and appointed individual may use the Governmentwide commercial purchase card to make a purchase that exceeds the micro-purchase threshold but does not exceed \$25,000, if the purchase:

- Is made outside the United States for use outside the United States; and
- Is for a commercial item; but
- Is not for work to be performed by employees recruited within the United States;
- Is not for supplies or services originating from, or transported from or through, sources identified in FAR Subpart 25.7;
- Is not for ball or roller bearings as end items;
- Does not require access to classified or Privacy Act information; and
- Does not require transportation of supplies by sea; and

Additionally, the individual making the purchase

- Is authorized and trained in accordance with agency procedures;
- Complies with the requirements of FAR 8.002 in making the purchase; and
- Seeks maximum practicable competition for the purchase in accordance with FAR 13.104(b)

DFARS 213.301(3) allows a contracting officer supporting a contingency or a humanitarian or peacekeeping operation to use the Governmentwide commercial purchase card to make a purchase that exceeds the micro-purchase threshold but does not exceed the simplified acquisition threshold, if

- The supplies or services being purchased are immediately available;
- One delivery and one payment will be made; and
- All other above requirements are met

DFARS 213.306 SF 44, Purchase Order-Invoice-Voucher: The SF 44 is primarily used for over-the-counter purchases when away from the purchasing office or at isolated activities. The SF 44 acts as the contract, the invoice, the payment voucher, and the receiving report. The micro-purchase limit applies to all purchases utilizing the SF 44 except for overseas transactions by contracting officers in support of a contingency operation or a humanitarian or peacekeeping operation. During such contingencies, the dollar threshold is the same as the simplified acquisition threshold.

2. Analysis of Current Policy

The above policy exceptions are a step in the right direction and greatly assist the contingency contracting officer. However, inefficiencies in policy still exist. Interviews with current and former CCOs identified two main policy issues that hinder a CCO.

The *first issue* is the requirement to submit a *justification and authorization* letter. Before a CCO can be authorized to operate under the exceptions listed in FAR 5.202(a)(2), FAR 6.302-2, FAR 33.103, and DFARS 217.7403, the CCO must submit a justification letter for each contract and wait for authorization. (The approving authority can issue a class waiver that applies to multiple actions meeting pre-established criteria, however, approving authorities rarely issue these waivers.) While in two of these four cases the CCO can submit the letter after the procurement action has taken place, this requirement places an administrative burden on the CCO, causing him to expend time that could be used to procure new requirements or to monitor contractor progress on current contracts.

The *second issue* is the *dollar thresholds* that act as a system of checks and balances to monitor spending. Current thresholds are too restrictive in today's economy.

As one CCO stated, “Thresholds are very important, but may be too strict for the contingency environment. Granted, we can’t have free reins out there, but we need to be able to do our jobs with minimal issues.”⁴⁰ When a contract price reaches a dollar threshold, additional administrative requirements must be initiated to continue that procurement action. This creates extra administrative burdens on the CCO that introduces inefficiencies into the procurement process.

The *third issue* that hinders a CCOs effectiveness, particularly in a joint environment, involves *service- specific policy regulations*. For example, a Marine CCO must submit a Business Clearance to Headquarters, Marine Corps (HQMC) for all contracts over \$1 million. For a contract between \$100,000 and \$1 million, the CCO must still submit the Business Clearance, but he can authorize it himself.⁴¹ (This requirement was previously identified as an inefficiency in 1992 during Operation Restore Hope.) Coupled with the fact that currently in OIF, Air Force contracting personnel are augmenting Marine CCOs, service specific policies would limit the effectiveness of contingency contracting.

C. PLANNING

This section discusses military planning. Specifically, the authors address the planning actions included in both the Service and Joint arenas. Discussions include descriptions of the three levels of planning, strategic, operational and tactical, the two types of planning, Crisis Action and Deliberate, as well as the phases involved with each planning type. Descriptions of the Joint Strategic Capabilities Plan (JSCP) and the Joint Operation Planning Execution System (JOPES) are also included.

Most importantly, the discussion emphasizes the importance of establishing and including the Contingency Contracting Support Plan (CCSP) within all levels of the planning framework. Integrating contingency contracting planning early in the planning process will improve the support that all troops receive during the contingency operation. Figure 1 below displays the various players in the planning process.

⁴⁰ Contracting Officer, HQMC, Installations and Logistics, Contracting Branch (Email, November 11, 2005).

⁴¹ Ibid.

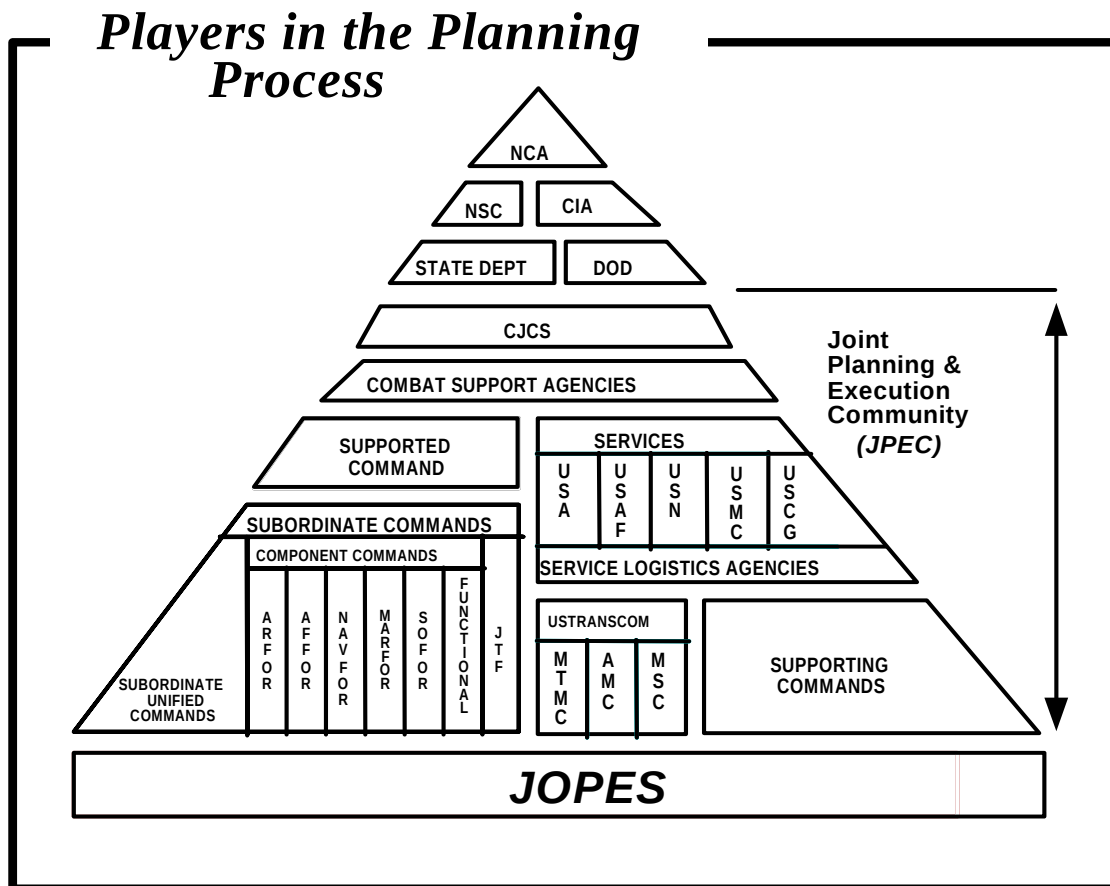


Figure 1. Players in the Planning Process
Source: Joint Publication 5-0, *Doctrine for Planning Joint Operations*.

1. The Planning Process

Planning at the Strategic Level: The National Command Authority conducts strategic planning for joint operations. The Joint Chiefs of Staff, certain supporting executive-level agencies, and a group collectively called the Joint Planning and Execution Community (JPEC) are also involved.⁴² A strategic plan is significant because it helps to achieve the effective use of scarce logistical resources. The Joint Strategic Capabilities Plan (JSCP) accomplishes this “by providing strategic guidance, including the apportionment of resources (for planning purposes) to the Combatant Commanders (COCOM) and the Chiefs of Services, to accomplish assigned planning tasks, based on

⁴² Government Printing Office. (1995). Joint Publication 5-03.1, *Joint Operations Planning and Execution System*, Vol. 1, Washington, D.C., pp. GL-12.

current military capabilities for the next 18 to 24 months.”⁴³ Table 2 displays the seven functions that the JSCP provides to the COCOMs.

Table 2. JSCP Functions Provided to the COCOMS

Source: Joint Publication 5-00.2, *Joint Task Force Planning Guidance and Procedures*.

1) A summary of the current national military strategy for deterrence and war, general strategic taskings and to the COCOMs, and the strategic direction required to coordinate the efforts of the COCOMs in the attainment of national military objectives
2) Planning guidance to the COCOMs governing the development of plans and security assistance recommendations to support the national military strategy
3) Planning guidance to the Services and Defense agencies for supporting the COCOMs in the execution of assigned objectives and tasks
4) Strategic taskings to the COCOMs specifying, where appropriate, the plans required for contingencies
5) A listing of major combat forces expected to be available during the plan’s effective period under various conditions of mobilization and apportionment of those forces to the COCOMs for planning
6) Service and force unique information and limitations on the use of specific forces as required to meet plan taskings
7) An intelligence estimate for planning

The strategic plan specifically identifies processes and establishes key responsibilities at the COCOM level. This plan must clearly designate the responsibilities and tasking of the participating forces.⁴⁴ Ideally, strategic planning must include experienced and credentialed contingency contracting personnel.⁴⁵

A strategic plan should have three basic characteristics: simplicity, flexibility and credibility. The plan should identify the various key operational areas and who will be

⁴³ Government Printing Office. (1995). Joint Publication 5-03.1, p. III-6.

⁴⁴ Kirstein, J.A. (2003) *A Study of the Efficacy of Unit Contingency Contracting Training* (Thesis, Air Force Institute of Technology) p.16.

⁴⁵ Experienced and credentialed refers to Contracting Officers who have been trained, educated, (possess experience from a Joint environment) and have developed the skills required to succeed as a Contracting Officer.

responsible for them. The strategic plan should establish the over-arching mission requirements. Any strategic plan should include provisions for continuous review of the entire planning process. Additional areas that a strategic plan must encompass include:⁴⁶

- Identification of required resources and availability of these resources specifically: personnel, materials, technology, and offices
- Identification of tasking that can be carried out by contractors or external assistance
- Identification of other agencies and organizations which have a statutory role in the process and setting up effective coordination

Deliberate Action Planning (DAP) and Crisis Action Planning (CAP) are the two primary types of strategic planning. The difference between these two types of planning is based on, among other things, the amount of time available. DAPs are methodically developed and revised without time constraints. They involve the complete participation of the commanders and staffs of the JPEC. This type of plan anticipates a contingency and is developed accordingly. The DAP is man-hour intensive and can take up to twelve months to be fully developed. Table 3 identifies the five phases associated with a deliberate action plan and the tasking involved in each phase.

Table 3. Deliberate Action Planning Phases

Source: Joint Publication 5-03.1, *Joint Operations Planning and Execution System*.

Phase 1 – Initiation	COCOM receives planning task and guidance from Major forces and strategic lifts assets available planning are apportioned
Phase 2 – Concept Development	Mission statement is deduced Subordinate tasks are derived Alternative courses of action are analyzed Concept of operations is developed The product: COCOM's Strategic Concept
Phase 3 – Plan Development	Forces are selected and time phased Support requirements are computed Strategic deployment is simulated Shortfalls are identified and resolved Operation Plan is documented

⁴⁶ Bethany, D.A. and Miller, M.A. (1990). *Development of the Air Force Contingency Contracting Course Framework* (Thesis, Air Force Institute of Technology) p.16.

	The product: A completed plan
Phase 4 – Plan Review	Operation Plan is reviewed and approved COCOM revises plan IAW review comments The product: An approved plan
Phase – 5 Supporting Plans	Supporting plans are completed, documented and validated The product: A family of plans

Crisis action planning (CAP) requires immediate action in just a few hours or days. This type of plan also demands flexibility. Crisis action planning procedures promote the logical, rapid flow of information, timely preparation of executable courses of action and communication reports along with recommendations from the COCOM to the National Command Authorities. Table 4 details the phases of Crisis Action Planning.

Table 4. Crisis Action Planning Phases

Source: Joint Publication 5-03.1 *Joint Operations Planning and Execution System*.

Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
Situation Development	Crisis Assessment	Course of Action Development	Course of Action Selection	Execution Planning	Execution
Event					
Event occurs with possible national security implications	COCOM's Report/ Assessment received	CJCS sends WARNING ORDER	CJCS presents refined and prioritized COAs to NCA	COCOM receives ALERT ORDER or PLANNING ORDER	NCA decide to execute OPORD
Action					
1) Monitor world situation 2) Recognize problem 3) Submit COCOM's Assessment	1) Increase awareness 2) Increase reporting 3) JS assesses situation 4) JS advises on possible military action 5) NCA-CJCS Evaluation	1) Develop COAs 2) COCOM assigns tasks to subordinates by evaluation request message 3) COCOM reviews Evaluation response messages 4) Create/ Modify TPFDDL 5) USTRANSCOM prepares deployment	1) CJCS advice to NCA 2) CJCS may send PLANNING ORDER to begin execution planning before formal selection of COA by NCA	1) COCOM develops OPORD 2) Refine TPFDDL 3) Force preparation	1) CJCS sends EXECUTE ORDER by authority of SECDEF 2) COCOM executes OPORD 3) JOPES database maintained 4) JPEC reports execution status 5) Begin redeployment planning

		estimates 6) Evaluate COAs			
Outcome					
1) Assess that event may have national implications 2) Report the event to NCA/CJCS	1) NCA/CJCS decide to develop military COA	1) COCOM sends Commander's estimate with recommended COA	1) NCA select COA 2) CJCS releases COA selection by NCA in ALERT ORDER	1) COCOM sends OPORD	1) Crisis resolved 2) Redeployment of forces

Essential elements of a DAP can and often are used to formulate the basic structure of a CAP. By using the DAP as a template, a CCO can quickly develop a CAP. Table 5 compares these two primary planning tools. As previously discussed, the primary difference between the two types is the time available to plan. Other significant differences include the amount of phases in each plan, the level of JPEC involvement and the final products of each plan.

Table 5. Comparison of Crisis Action Planning and Deliberate Planning
Source: Joint Publication 5-0, Doctrine for Planning Joint Operations.

	Crisis Action Planning	Deliberate Planning
Time Available to Plan	Hours or days	18-24 Months
JPEC Involvement	For security reasons, possibly very limited using close-hold procedures	Full participation
Phases	6 Phases from Situation Development to Execution	5 Phases from Initiation to Supporting Plans
Document Assigning Tasks	WARNING ORDER to COCOM; COCOM assigns tasks with EVALUATION REQUEST message	JSCP to COCOM: COCOM assigns tasks with planning or other written directive
Forces for Planning	ALLOCATED in the WARNING, PLANNING, ALERT, or EXECUTE ORDER	APPORTIONED in JSCP
Early Planning Guidance to	WARNING ORDER from CJCS; COCOM's EVALUATION REQUEST	Planning Directive issued by COCOM after planning guidance step of concept

Staff		development phase
Commander's Estimate	Communicates recommendations of COCOM to the CHCS/NCA	Communicates the COCOM's DECISION to staff and subordinate commanders
Decision on COA	NCA decide COA	COCOM decides COA with review by CJCS
Execution Document	EXECUTE ORDER	When an operation plan is implemented, it is converted to an OPORD, and executed with an EXECUTE ORDER
Products	Campaign plan (if required) with supporting OPORDs	OPLAN or CONPLAN with supporting plans

The Joint Operation Planning and Execution System (JOPES) is a combination of joint policies and procedures, supported by automated data processing (ADP), designed to provide joint commanders and planners with a capability to plan and conduct joint military operations. JOPES supports senior-level decision-makers and their staffs at the National Command Authority (NCA) level and throughout the JPEC. Combatant commanders use JOPES to determine the best course of action (COA) to accomplish assigned tasks and direct the actions necessary to accomplish the mission. This system is designed to encompass both Deliberate Action Planning and Crisis Action Planning and to reduce the time required to accomplish either planning process.

Planning at the Operational Level: Operational plans link strategic objectives to the tactical employment of forces. The operational plan determines when, where, and for what purpose forces are employed. This plan governs the deployment of these forces, their commitment to battle, and the arrangement of battles and major operations to achieve operational and strategic objectives.

Like the strategic plan, the operational plan (OPLAN) should be specific, easily understood, and define required activities for all commanders and staff members. Operational plans are time sensitive and are more complex than the strategic plan due

primarily to the additional details required to execute them. Operational plans can be developed much like strategic plans using both crisis action and deliberate action planning, based upon imposed time constraints.

Planning at the Tactical Level: The main objective at this level is the planning and development of specific tasking. This planning establishes specific criteria that may occur and changes that may require additional planning prior to the execution of the mission.⁴⁷ Tactical planning employs units in combat. It includes the ordered arrangement and maneuver of units in relation to each other and to the enemy in order to use their full potential. Tactics are employed to fight and win engagements and battles.

Contingency Contracting Support Plan (CCSP): The CCSP is a planning document written in standard order format which delineates contracting command and control. It also establishes the location and structure of the contracting office, sub-offices, and gives detailed instruction for contracting support during the contingency. The CCSP ensures contracting support plans and procedures are aligned with the Operational Logistics Plan (OPLAN) through the Logistics Plan (LOGPLAN) annex. Although the CCSP is an appendix to the LOGPLAN annex, the use of this tool can act as a force multiplier. A CCSP dictates contracting plans and procedures are carried out to support deployed forces. If properly executed, the CCSP can result in greater efficiencies and effectiveness in supporting operations.

The military continues to increase the amount of contracting actions conducted and dollar amounts spent on contingency operations. These increased efforts reiterate the CCSP requirement and demonstrate its importance and significance in the planning process. The CCSP covers the types of support to be provided and it should discuss how the support is provided. This plan also provides customers the details of the support and how it is provided. Table 6 lists the contents of a generic contingency contracting support plan. This listing is not all-inclusive but contains the minimum basic elements that must be addressed in a Contingency Contracting Support Plan. A well-developed CCSP will be tailored to the specific environment of the contingency.

⁴⁷ "Management in the 21st Century." Accessed September 12, 2005 from <http://itech.fgcu.edu>.

Table 6. Generic CCSP

Source: DAU CON 234, *Contingency Contracting Student Handbook*

1. Establish contracting-specific command and control relationships
2. Establish the location/structure of the contracting office/sub-offices (to include which units will be supported by each activity)
3. Establish procedures for appointing, training, and employing Ordering Officers (OO), Contracting Officer's Representatives (COR), Disbursing Agents, and Government Contracting Purchase Card (GCPC) holders
4. Establish requirements for manpower, equipment and supplies required for contracting support and the deployment sequence
5. Establish types of supplies, services, and construction customers can expect to receive through contingency contracting as well a list of any special prioritization or control measures for scarce commodities or services
6. Establish procedures for defining, validating, processing and satisfying customer requirements
7. Establish procedures for budgeting and payments to vendors
8. Establish procedures for closing out contracting operations and redeployment
9. Establish security requirements and procedures for contracting and contractor personnel
10. Establish specific statutory/regulatory constraints or exemptions that apply to the supported operation
11. Emphasize the concept of contracting operations that are phased and synchronized with a supported plan
12. Document descriptions and assessments of Host Nation agreements, customs, laws, culture, language, religion, and business practices which may impact contracting operations
13. Document potential environmental impacts of the operation (e.g., the U.S.'s or host nation's environmental laws incorporated into the contracts or whichever is more stringent)

2. Analysis of the Planning Process

The United States continues to conduct contingency operations across the globe. Historical analysis from Chapter II has revealed there are several reasons why contingency contracting planning efforts are inadequate. First, planners at the strategic level do not identify key contingency contracting events in the planning process. Second, there is a lack of experienced and credentialed personnel in the upper levels of contingency contract planning. In addition, it is apparent that lessons learned from past contingencies are not being applied to current contingencies. Failure to include the CCO in the planning process prevents him or her from fully understanding the concept of

operations, which precludes the CCO from developing an effective contracting plan to support the mission of the COCOM. This lack of planning results in inefficient contracting operations manifested in poor logistical support, extra administrative burdens, potential funding issues, and loss of efficiency and effectiveness.

Within the JPEC arena, the CCO is responsible for providing contracting guidance and policy for the contingent theater. This planning enables organizational CCOs to fill the void between organic support and operational requirements. Strategic planning for contingency contracting was neglected in past operations. Senior commanders may understand the importance of logistics to support an operation, but often neglect to identify contracting as a means of supporting the logistics needs in the planning process. A review of the logistical annex of the OPLAN for OIF revealed that contracting efforts were not integrated into the planning process.⁴⁸ This lack of integration caused delivery delays for services and supplies that degraded mission support. Surprisingly, planning for the support of the troops in Iraq did not begin until after the fall of Bagdad. This planning was not comprehensive and did not include the contractor.⁴⁹

Contingency Contracting Support Plan: In previous contingency operations, areas of the CCSP were overlooked because CCOs were not included in the original planning cells.⁵⁰ To ensure the success of an OPLAN, a CCO must be included in the preparation, writing and review of that plan. The goal of this planning is to ensure harmony between the CCSP, LOGPLAN, and OPLAN and to avoid disconnects between the CCSP, LOGPLAN and OPLAN. Table 6 lists specific topics that should be addressed by the CCO when developing a CCSP.⁵¹

⁴⁸ Anderson, M.S. and Flaherty, G. P. (2003), *Analysis of the Contingency Contracting Support Plan within the Joint Planning Process Framework* (Thesis, Air Force Institute of Technology) p.1.

⁴⁹ Government Accountability Office. (2004). No. GAO 04-869T.

⁵⁰ Anderson, M.S. and Flaherty, G. P. (2003). p.1.

⁵¹ Defense Acquisition University. (2000). *Contingency Contracting Student Handbook, (CON234)*. p. 7-17,18.

By properly addressing the topics listed in Table 6, while integrating the CCSP with the LOGPLAN and OPLAN, the prudent CCO develops contracting actions which best support the requirements of the COCOM. The CCO must also understand the expectations of increased activity and plan for the potential of increased requirements. An alignment failure in the planning process between the CCSP and the OPLAN will diminish the effectiveness of contingency contracting.

D. ORGANIZATION

1. Contracting Organizations within the Services

The first part of this section is an independent identification of each service's contracting organization, which is appropriate because of the unique missions that each service performs. The second part contains a consolidated analysis of the services to identify the problems that exist.

United States Army (USA): The Army is currently changing the way contracting officers and contracting agents organize for contingency operations. The contracting officer's positions were previously embedded at the maneuver brigade combat teams (BCT), divisions, and the higher echelons. They served within these units and deployed as a part of the organization. Now, contracting officer and agent positions are moving towards a structure that allows for more flexibility and greater command and control.

Currently, the Army is in the process of standing up the newly formed Army Field Support Brigades (AFSB). Figure 2 depicts the Army's Contingency Contracting Battalion. The formation of the AFSB evolved out of the joining of acquisition, logistics, and technologies (ALT) capabilities and the growing need to support current operational tempo. There are eight regionally aligned AFSBs, which are designed to support the Combatant Commands (COCOM) and Forces Command (FORSCOM) units.

A contingency contracting (CC) battalion is attached to the AFSB. The CC Battalion consists of contracting teams and provides support to the operational and tactical area of operations. The primary location contracting teams operate from will be in accordance with the Contracting Support Plan (CSP). This location may or may not be

in the same location as the supported unit or with the vendor base. It is possible for the contracting team to be co-located with the supported unit and vendor base, but this is the commander's decision.⁵²

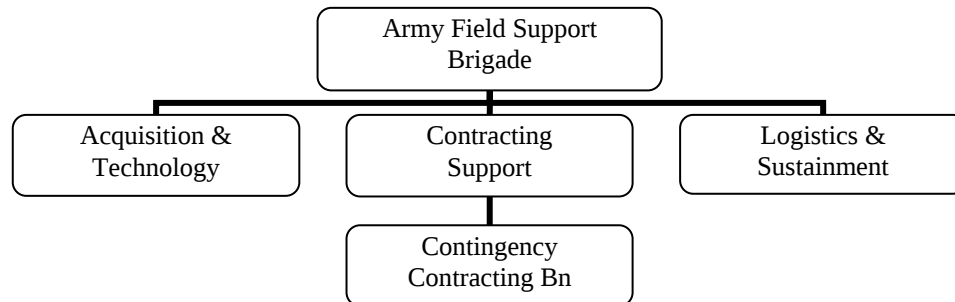


Figure 2. Army Contingency Contracting Battalion
Source: FMI 4-93 41, *Army Field Support Brigade*.

United States Navy (USN): The Navy Supply Corps is the source for Navy Contingency Contracting Officers. The Navy recently revised its Navy Supplies and Services Contingency Contracting Program to better support worldwide crisis situations. NAVSUPINST 4230.37C promulgates guidance and procedures for maintaining a viable contingency contracting program.

The Naval Supply Systems Command (NAVSUP), Contracting Management Directorate leads the Navy's contracting community and provides contracting services across the Navy Field Contracting System (NFCS). NAVSUP (Deputy Commander for Contracting Management) serves as the executive agent (EA) for the Navy's Contingency Contracting Officer (CCO) Program, Head of the Contracting Activity (HCA), and is the program manager for Navy Supplies and Services Contingency Contracting Programs.⁵³

The Navy Supplies and Services Contingency Contracting Program was chartered to provide logistics support to the fleet and multinational forces in support of a contingency. However, it *does not* send personnel to support military exercises and it *does not* fill routine staff vacancies. Active duty officers individually augment from

⁵² Department of the Army (2005), FMI 4-93 41, *Army Field Support Brigade*, pp. 7-3.

⁵³ Naval Supply Systems Command. Retrieved October 20, 2005, from http://www.navsupsup.navy.mil/portal/page?_pageid=477,261985,477_262048&_dad=p5star&_schema=P5STAR.

current billets to fill contingency contracting positions. Active duty officers must consist of 50% of the assigned quotas. Reservists and civil service personnel are tasked to fill the remaining requirements. Figure 3 lists the primary commands that provide Navy Contingency Contracting personnel. Officers filling these billets must possess a supply subspecialty code and/or a DAWIA certification in contracting.

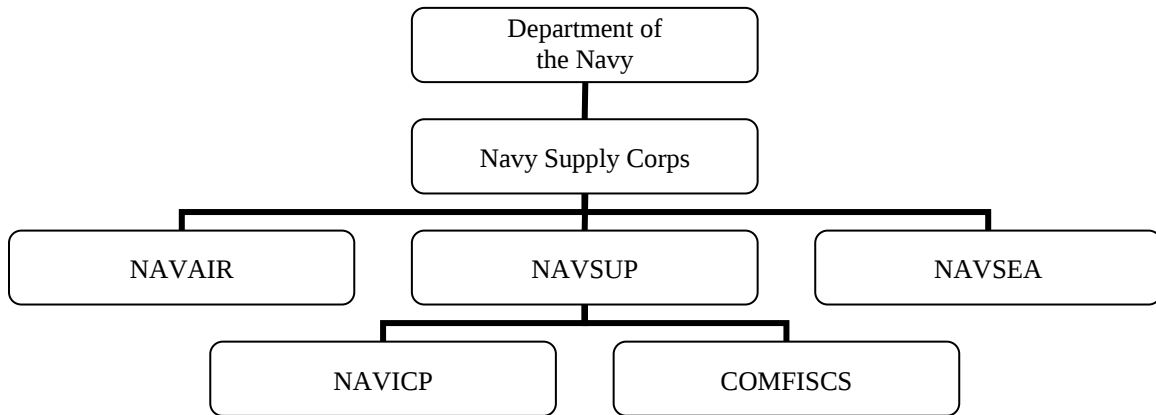


Figure 3. Navy Sources for Contingency Contracting Officers
Source: NAVSUPINST 4230.37C, *Navy Supplies and Services Contingency Contracting Program*.

United States Air Force (USAF): The operational wing organization is the primary war-fighting instrument for the Air Force and contains four groups: operational, logistics, support, and medical. The logistics group contains the contracting squadron, which is a primary source of contingency contracting personnel for the Air Force. The wing has 1,000-5,000 personnel and has a distinct mission with a specified scope. Figure 4 below shows the organizational chart of the wing.⁵⁴

⁵⁴ Air Force Instruction 38-101, *Air Force Organization*, 21 April 2004, p.18. Retrieved November 2, 2005, from <http://www.e-publishing.af.mil/pubfiles/af/38/afi38-101/afi38-101.pdf>.

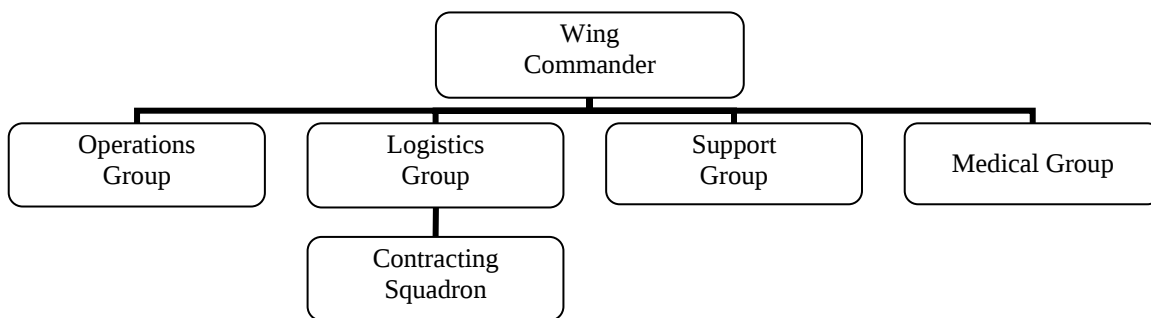


Figure 4. Air Force Operational Wing Structure
Source: Air Force Instruction 38-101, *Air Force Organization*

The logistics group can be tactical or administrative and dependent or independent. A dependent group is a mission, logistics, support, medical, or a large functional unit. An independent group's structure is comprised from the same elements of a like-type wing, but on a smaller scale not worthy of a wing designation. The group has approximately 500-2,000 personnel and two or more subordinate squadrons. Figure 5 highlights this organizational structure.⁵⁵

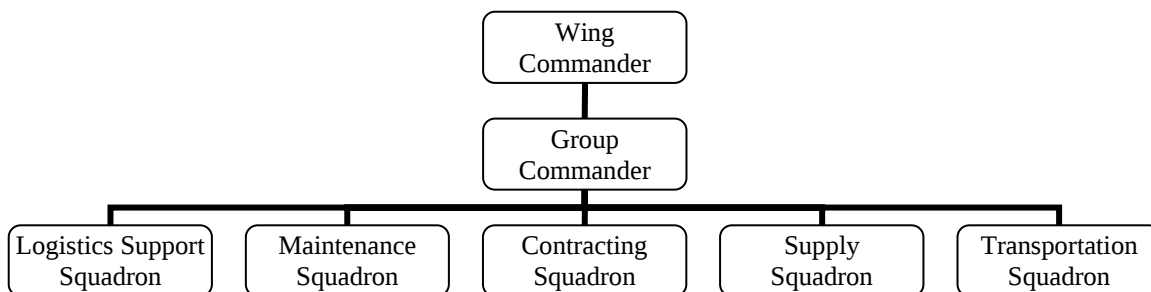


Figure 5. Air Force Logistics Group Structure
Source: Air Force Instruction 38-101, *Air Force Organization*

Air Force contracting squadrons typically fall under a logistics group and have four subordinate contracting and analysis flights. Contracting organizational structure exists within contracting squadrons, operational contracting offices, and contracting divisions. The squadron is the basic operational unit in the Air Force and is lead by squadron commanders, office chiefs, or directors. Their subordinate elements can be

⁵⁵ Air Force Instruction pp. 38-101.

contracting flights, contracting branches, or another locally determined organizational component. Figure 6 is a typical contracting squadron organizational chart.^{56, 57}

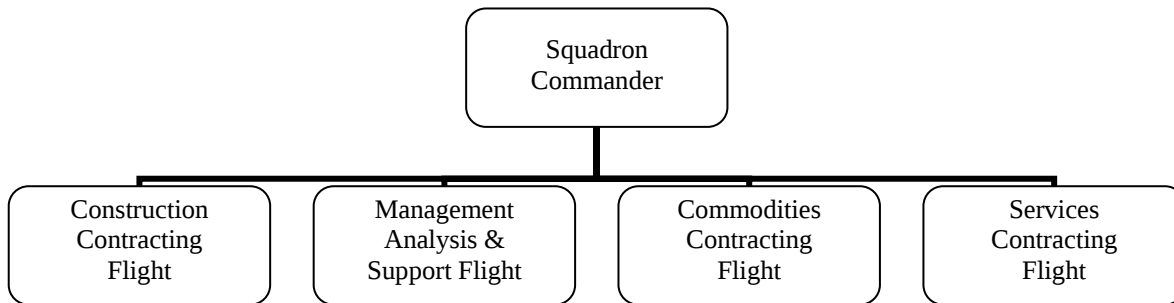


Figure 6. Air Force Contracting Squadron Structure
Source: Air Force Instruction 38-101, *Air Force Organization*

United States Marine Corps (USMC): The Marine Corps has revealed a new approach to organizing contracting personnel within the services' acquisition community.⁵⁸ The present organizational structure of the Marine Corps places contingency contracting billets within a Regional Contracting Office (RCO), a Marine Expeditionary Force (MEF), and a Marine Logistics Group (MLG), formally known as Force Service Support Group (FSSG). Currently, there are approximately twenty Marines serving in 9656 (officer) and 3044 (enlisted) billets in any one of the three Marine Expeditionary Forces: I MEF (Camp Pendleton, CA), II MEF (Camp Lejeune, NC), or III MEF (Okinawa, Japan). The present force structure in Table 7 shows a typical MEF organization for contracting personnel.

⁵⁶ Air Force Instruction 64-102, *Operational Contracting Program*. Retrieved November 2, 2005, <http://www.e-publishing.af.mil/pubfiles/af/64/afi64-102/afi64-102.pdf>.

⁵⁷ Air Force Instruction pp. 38-101.

⁵⁸ MARADMIN 420/05, *Reorganization and Training of MOS's 9656 and 3044 Contracting Personnel*. Retrieved October 24, 2005, from <http://www.usmc.mil/maradmins/maradmin2000.nsf/maradmins>.

Table 7. Present Marine Corps Contracting Structure

	<u>Present Contracting Structure</u>			<u>Totals</u>
	<u>RCO</u>	<u>MEF</u>	<u>MLG</u>	
O4s	1	1		2
O3s	1		1	2
Enl	9	2	9	*20
* Not all enlisted Marines are deployable due to training requirements				
Source: Installation and Logistics, Contracts Division, Sep 2005				

The current operational environment for Marine Corps personnel has encouraged Headquarters Marine Corps (HQMC) to propose changes of the present contracting structure to better support the warfighter. Table 8 shows the proposed structure of a MEF contracting organization.

Table 8. Proposed Marine Corps Contracting Structure

	<u>Proposed Contracting Structure</u>		<u>Totals</u>
	<u>MEF</u>	<u>RCO</u>	
O5s	1	1	2
O4s	2		2
O3s	4		4
Enl	1	29	*30
* Not all enlisted Marines are deployable due to training requirements			
Source: Installation and Logistics, Contracts Division, Sep 2005			

The proposed structure assigns personnel to either the MEF staff or their respective RCO when not deployed. Assignment to the RCO ensures contracting personnel are maintaining their skill proficiency and certifications required by DAWIA.⁵⁹

⁵⁹ MARADMIN 420/05.

2. Analysis of Services Contracting Organization

Identification of the services contingency contracting organizational structures revealed many differences because each service has different missions and accomplishing those missions requires unique structures. More notably, these differences allow each service to support a war of long duration not experienced since the Vietnam War. The relatively short contingencies since Vietnam never tested these organizational structures and placed low priority on contracting support. Today, 4GW requires organizational changes necessary to accommodate a war of long duration and a military that places a higher priority on using contingency contracting as “supporting arms” in the successful prosecution of war. The authors contend the organizational challenges of supporting a protracted contingency may fall short due to the unpredictable and dynamic nature of 4GW.

The GWOT has brought organizational changes to the execution of contingency contracting between the services or in a truly joint environment that may potentially improve future support. One of the most intriguing observations is the integration of contingency contracting personnel between the services at the tactical level, which is common at the strategic and operational levels, but not very common at the tactical level. For example, the Marine Corps used Air Force contingency contracting personnel to augment their organization for carrying out contracting functions during Operation Iraqi Freedom.⁶⁰ If there has ever been a separation of cultures between the services, it would be between the Air Force and the Marines. Yet when it comes to performing contracting, it has been shown that service members can effectively execute their duties from within as well as from another services command. Is having a Joint contingency contracting command for coordinating the execution of strategic, operational, and tactical contingency contracting valid? Although this question poses great discussions and additional research, the authors feel it is better left for study in its entirety and not as a subset of this project.

⁶⁰ Ingle, J., (2005). U.S. Air Force 1st Lt. Ed Ruckwardt, Contracting officer experiences frontline action in Iraq, Defend America News, Retrieved November 20, 2005, from <http://www.defendamerica.mil/profiles/feb2005/pr020805a.html>.

E. TRAINING

This section focuses on contingency contracting training for Fourth Generation War (4GW) environment. The authors looked at the history of United States deployments and noticed an alarming statistic that plays heavily into the training aspect of contingency contracting personnel. From 1975 to 1990, the United States deployed its forces twenty six times to various overseas contingencies. Post 1990, the number has sky rocketed to over seventy deployments supporting contingencies. A majority of these deployments indicate a need to have qualified contingency contractors ready to deploy on short notice. The authors' research has discovered a training and education system that is in need of overhaul. This research identified several deficiencies in contingency contracting education and training to include:

- No DAWIA certification
- Lack of a developed curriculum
- CON 234 prerequisites restrict student enrollment
- Failure to integrate lessons learned

The authors will discuss these specific areas in this section. Although the authors feel more problems have yet to be identified, correcting these deficiencies first will initiate the corrective process at the source, so that the in-flow of new contingency contracting personnel to overseas contingencies will have the necessary knowledge and training to successfully employ contracting services when called upon.

1. Identification of Current Training:

Defense Acquisition Workforce Improvement Act: In response to continuing concerns about the Department of Defense's ability to effectively manage its acquisition programs, Congress enacted the Defense Acquisition Workforce Improvement Action (DAWIA) on November 5, 1990. This act required the Secretary of Defense to establish an acquisition workforce with specific experience, education, and training qualifications. Specific provisions of the act require the Secretary of Defense to (1) establish a

management structure, policies and regulations for implementing the act's provisions, (2) establish qualification requirements, and (3) provide training and education to meet these requirements.⁶¹

Each acquisition position throughout DOD is now required to have a designated certification standard. Certification is the process by which the DOD agencies determine whether an individual meets all the mandatory standards as they relate to education, experience and training. There are three established career levels within each career field. The levels listed below identify the career levels as they relate to military acquisition officer positions.

(1) *Level I (Basic Level)* - This level is for individuals in the grades of O-1 through O-3. Basic level training standards are designed to establish fundamental qualifications and expertise in the individual's job series, functional area, or career field. Development at the basic level lays the foundation for career progression and is designed to prepare qualified, motivated personnel for positions of increased responsibility.⁶²

(2) *Level II (Intermediate Level)* - This level is for individuals in the grades O-3 and O-4. At the beginning of the intermediate level, specialization is emphasized. Later, individuals broaden their background towards a more general understanding of the overall process in their career field. Development of the experience in the individual's primary career field should optimally be followed by a lateral movement to a related specialty.⁶³

(3) *Level III (Advanced Level)* - This level is for individuals in grades O-4 and above. By the time they reach Level III, these individuals should have completed all the mandatory training and education requirements up to that level. Additionally, they

⁶¹ Government Accountability Office Report, (1993), *Acquisition Management: Implementation of the Defense Acquisition Workforce Improvement Act*. GAO No B-247174. p. 1.

⁶² Master, G. E. (1995). *DAWIA Certification and DAU Training*. Retrieved October 21, 2005, from [www.npc.navy.mil/NR/rdonlyres/399AB1FD-E2DC-4066-B730-7AA503F8D122/0/DAWIA CertificationandDAUTraining.pps](http://www.npc.navy.mil/NR/rdonlyres/399AB1FD-E2DC-4066-B730-7AA503F8D122/0/DAWIA%20CertificationandDAUTraining.pps)

⁶³ Ibid.

should have advanced through a career path that has given them an in depth knowledge in their career field and a wide breadth of knowledge across the entire acquisition process.⁶⁴

Defense Acquisition University (DAU): The Defense Acquisition University was established on August 1, 1992. A DAWIA initiative allowed for a joint venture between existing Army, Navy, Air Force, Marine, and DOD schools. One of their primary functions was to standardize training among the different DOD acquisition communities. Though the DAU consortium, the service schools would remain separate and distinct institutions, but certain mandatory courses would be managed centrally through DAU. A small executive staff was assigned to oversee DAU operations. Their duties included setting curriculum standards, registering students for courses and allocating training funds and classroom slots to the military services and DOD agencies.⁶⁵

Many acquisition professionals feel that DAU has made great strides in improving the overall quality and standardization of the acquisition workforce. In an effort to expand the reach of many mandatory courses, DAU has authorized the use of satellite facilities and internet courses. Many accredited universities and service schools teach acquisition courses whereby students earn DAWIA certification through DAU equivalency courses. DAU is the proponent for the standardization of mandatory training which leads to DAWIA certification. DAU, however, must first certify both the instructor and the course curriculum. This is a necessary step to ensure that each acquisition service member receives the same quality education. However, individual service schools differ through their specific acquisition courses that are not affiliated with DAU.

DAWIA Certification: According to the Defense Acquisition University handbook, the contracting career field includes the positions of contract negotiator, contract specialist, contract termination specialist, contract administrator, procurement analyst, administrative contracting officer, procuring contracting officer, contract price

⁶⁴ Master, G. E. (1995). *DAWIA Certification and DAU Training*. Retrieved October 21, 2005, from [www.npc.navy.mil/NR/rdonlyres/399AB1FD-E2DC-4066-B730-7AA503F8D122/0/DAWIA CertificationandDAUTraining.pps](http://www.npc.navy.mil/NR/rdonlyres/399AB1FD-E2DC-4066-B730-7AA503F8D122/0/DAWIA%20CertificationandDAUTraining.pps)

⁶⁵ GAO Report No. B-247174. p. 15.

and/or construction analyst, contracting officer, and termination contracting officer. The DAU hand book does not recognize contingency contracting as a separate career field.

Certification criteria are selected from education, experience, and training categories. Both the experience and training categories are required for certification while education is waiverable. Some acquisition professionals feel that DAWIA certification has failed in its intended purpose while at the same time has done more to alienate the acquisition communities. Some argue that career certification has created an unintended label of "professionalization", whereby acquisition members use these standards as career "ticket-punching". The completion of training programs and other certification requirements becomes an end in itself rather than a means to improve quality of service. The accompanying certificate becomes proof of professionalism.⁶⁶ Appendix B illustrates Fiscal Year 2006 DAWIA Contracting Certification schedule.

Contracting Certification Changes: DAU instituted changes in an attempt to produce contracting officers who were more business oriented. Appendix C identifies the DAWIA contracting certification changes over the past seven years. In FY-05, DAU instituted changes in an attempt to produce contracting officers that are more business oriented. According to the FY '05 DAU Catalog:

The Contracting career field is being transformed to meet the needs of the 21st century AT&L workforce.....We are creating new assignment-specific courses, such as CON 260, The Small Business Program, as well as continuous learning modules suggested by our customers and making them accessible around the clock to meet global strategic mission needs.⁶⁷

Contingency Contracting (CON 234): The contingency contracting course is not currently a requirement for DAWIA certification and is not part of the DAU transformation effort. However, contingency contracting is part of the curriculum in some of the individual services' schools. For example, the Army's Acquisition Basic Course has incorporated contingency contracting into their curriculum. As of October

⁶⁶ Snider, K. (1996). DAWIA and the Price of Professionalism. *Acquisition Review Quarterly*. p. 102.

⁶⁷ Defense Acquisition University (2005). *DAU Catalog* . Retrieved August 15, 2005, from <http://www.dau.mil/catalog/cat2005/Catalog%20Chapter%201.pdf>

2005, the Army has requested DAU CON 234 equivalency for this course.⁶⁸ As of this report, the decision to grant this request is still pending.

The curriculum objectives of DAU's CON 234 are identified in Appendix D. These objectives offer a wide breadth of contingency contracting knowledge that will generally benefit junior to mid-grade officers. However, DAU does not offer contingency contract training for senior level contracting officers.

2. Analysis of Current Training:

No DAWIA Certification: Despite the growing number of contingency operations, DAU has not recognized contingency contracting as a legitimate need in the DAWIA certification process. Appendix C compares the DAWIA Contracting Certification schedules for FY 00, FY 04 and FY 06. This comparison shows a transformation effort towards a more business oriented contracting posture. This effort does not include contingency contracting because completion of the contingency contracting course is not a mandatory requirement at any level in the certification process. Therefore, it is possible for a Level III Certified Contracting Officer to have no exposure to contingency contracting training.

Although it is possible for contracting officers to fill a DAWIA elective requirement with CON 234, this choice does not often happen. According to the DAU Course Catalog, electives may be any training event related to the employee's job or necessary for career development, or for cross training. Electives may include no-cost distance learning or other training opportunities, assignment specific courses funded by DAU, or other training opportunities funded by the student's organization.⁶⁹

The above elective requirements criteria are very broad. By this definition, any training opportunity can fulfill this requirement. It does not mandate that electives come from other DAU certified courses. This leaves the temptation for students to find the easiest and most direct route to certification, which may not include CON 234.

⁶⁸ United States Army (2005). Army Acquisition Basic Course. Retrieved October 3, 2005, from http://www.almc.army.mil/hsv/aabc_course_description.htm.

⁶⁹ Defense Acquisition University (2005). *DAU Catalog*.

Lack of a Developed Curriculum: DAU offers CON 234 as its only contingency contracting course across all three levels of certification. CON 234 is not sufficient to cover the wide spectrum of pay grades and experience levels of our contingency contracting force. As previously discussed, CON 234 benefits junior to mid-grade officers but there is no curriculum designed to train senior officers for positions at the strategic level.

Contingency contracting curriculum must satisfy the needs of all contracting officers. The Yoder Three-Tier Model (YTM) provides a contingency contracting structure that is useful in determining the unique training needs of the differing personnel levels in the contingency contracting arena. See Appendix E for a detailed description of the Yoder Three-Tier Model. The YTM contends that CCOs must be groomed for respective positions based on experience, skill sets, and level of training. This model requires a wide range of contingency contracting training that is not currently provided by DAU.

CON 234 Prerequisites Restrict Student Enrollment: The current curriculum requires certain prerequisites prior to enrolling in CON 234. The Contingency Contracting Course is only offered to students who have completed all Level I education requirements and the below courses:

- CON 110 - Mission Support Planning
- CON 111 - Mission Strategy Execution
- CON 112 - Mission Performance

Prior to FY05, the only prerequisite for CON 234 was CON 101 (Basics of Contracting). Due to changes in the FY05 DAU contracting curriculum, prerequisites became more demanding. This occurred despite an increased operational tempo that required more contingency contracting officers. Through these curriculum changes, DAU made the contingency contracting enrollment and education process more difficult.

Failure To Integrate Lessons Learned: It is unclear how or if DAU captures contingency contracting lessons learned. The CON 234 course discusses the Joint Uniform Lessons Learned but does not indicate mandatory use. It also describes each

service's method of capturing contingency contracting lessons learned. In accordance with the CON 234 Student Guide:

The Joint Uniform Lessons Learned System (JULLS) was developed to facilitate the evaluation of joint exercises. It is also frequently used to collect after-action reports for actual operations and contingencies and is the most commonly used software/format for this purpose in DOD. CCOs are likely to have to submit after-action data on JULLS.

In addition to JULLS, the services and major commands often collect and archive additional after-action information and data. For example, AFFARS Appendix CC requires all Air Force CCOs to submit after-action reports in a standard format to their HCA and the Air Staff subsequent to each deployment. Similarly, the Army Center for Lessons Learned systematically collects on-site information on all major exercises and operations in which the Army participates.

This statement poses a problem because there is no central agency to capture the contingency contracting lessons learned from each service. DAU requires this information if they are to maintain a relevant CON 234 curriculum. Currently, there are no systems in place to capture this data.

F. SUMMARY

This chapter took the four main deficiencies identified in Chapter II and expanded them to give the reader insight as to the current practices and procedures for each situation. Each problem was then analyzed to identify exactly how each deficiency is creating inefficiencies in the contingency contracting process.

The restrictive policies referred to in Chapter II have been mitigated by deviations to the current FAR. These deviations have contributed greatly to the CCO's efficiency. However, the requirement for a CCO to submit a justification letter and wait for authorization to apply these exemptions to each contract consumes time that the contractor could use to procure new requirements or to follow up on current contractor performance. Additionally, dollar thresholds which act as a system of checks and balances are too restrictive in a contingency environment. When these dollar thresholds are reached, they trigger additional administrative burdens on the CCO, reducing his or her effectiveness.

The lack of planning for contingency operations was examined from both the strategic and operational levels. While planning for contingencies is required for both deliberate action and crisis action planning, evidence has shown that planners at the strategic level frequently failed to include contingency contracting in the planning process. There is also a lack of experienced personnel in the upper levels of contingency contract planning. In addition, it is apparent that lessons learned from past contingencies are not being applied to current contingencies.

The contracting organizational structure throughout the services was examined to reveal completely different structures in each of the four branches of service. Research also revealed that each service has recently revamped its contracting organization to allow for greater efficiencies in the future. As this restructuring is fairly recent for all services, identification and analysis of any problems would be premature.

The insufficient amount of CCO training was examined and revealed many problems with current training practices. Despite the growing number of contingency operations, DAU has not recognized contingency contracting as a legitimate need in the DAWIA certification process. Also, DAU offers CON 234 as its only contingency contracting course for DAWIA certification. This *one* course is designed to satisfy the needs of the junior to mid-grade enlisted personnel all the way through the senior officer ranks. DAU has also made the enrollment and education process more difficult by adding three additional prerequisites to its CON 234 course. Finally, DAU does not capture nor incorporate service wide lessons learned into its contingency contracting curriculum.

IV. RECOMMENDATIONS AND CONCLUSIONS

In Chapter III, the four problem areas of policy, planning, organization, and training were analyzed in depth to illuminate their practices and procedures to identify the problem's causes. This chapter offers recommendations to each identified problem that should mitigate them and increase the efficiency of the contingency contracting officer. This chapter also addresses general conclusions and then finishes by suggesting areas for further research.

A. RECOMMENDATIONS

1. Policy

Justification and Approval: The authors recommend repealing J&A requirements during contingencies. Before a CCO can be authorized to operate under the exemptions listed in FAR 5.202(a)(2), FAR 6.302-2, FAR 33.103, and DFARS 217.7403, the CCO must submit a justification letter for each contract and wait for authorization. While the CCO can submit the letter after the procurement action has taken place, this requirement places an administrative burden on the CCO, causing him to expend time that could be used to procure new requirements or to monitor contactor progress on current contracts.

The authors recommend repealing this requirement. As one Air Force CCO expressed, "We are all commissioned officers who swore an oath, and we have a warrant, so we should be trusted until we prove otherwise."⁷⁰ Instead of requiring the CCO to submit a formal justification and approval for each contract, (unless a class waiver is issued) he or she should simply have to insert a brief narrative into the contract file addressing why he or she determined it necessary to award a contract under any of the above FAR exemptions. Fraud, waste, and abuse is mitigated by spot inspections of the CCO's contract files. The frequent rotation of CCOs into and out of the theater also helps mitigate the possibility of abuse. While this recommendation saves valuable time for the CCO, it is not intended to replace good business practices. For example, if the

⁷⁰ Rhone, J. Capt, United States Air Force. Warranted Contracting Officer, 12th Contracting Squadron, Randolph AFB TX. (personal interview, November 8, 2005)

requirement allows for solicitation and competition, the contracting officer should take every step practical to ensure this happens.

Dollar Thresholds: The authors recommend increasing the dollar thresholds for all purchase types during a contingency. Dollar thresholds act as a system of checks and balances to monitor spending. Current thresholds are too restrictive in today's contingency contracting environment. The following is a list of the more predominate thresholds in a contingency environment:

- Simplified Acquisition Thresholds (FAR 2.101): to support a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack, Simplified Acquisition Threshold is \$250,000 for any contract to be awarded and performed, or purchase to be made, inside the United States; or \$1 million for any contract to be awarded and performed, or purchase to be made, outside the United States
- Simplified Acquisition Threshold for Commercial Items (FAR 13.500(e)(1)): \$10 million. This threshold is part of an experimental program that expires on 1 January, 2009
- Governmentwide Commercial Purchase Card (DFARS 213.301(3)): Limited to the amounts defined in the Simplified Acquisition Threshold for contingencies
- SF 44 Purchase Order-Invoice-Voucher (DFARS 213.306): Limited to the amounts defined in the Simplified Acquisition Threshold for contingencies

When a contract price reaches a dollar threshold, additional administrative requirements must be initiated to continue that procurement action. This creates extra administrative burdens on the CCO that introduces inefficiencies into the procurement process.

The authors recommend increasing the dollar thresholds for all purchase types during a contingency. It would be irresponsible to recommend new thresholds arbitrarily and would require a thorough analysis of current spending which is beyond the scope of this project. However, any threshold increase should be substantial enough to provide the CCO with the flexibility and efficiency that current thresholds currently hinder.

Service-Specific Policies: The authors recommend the publication of a joint contingency contracting operations manual. Service-specific policies create inefficiencies, particularly in a joint environment. The individual services create their own policies because the FAR publishes laws and statutory regulations governing the federal acquisition process, but does not promulgate operational procedures. The DFARS gives clarity to the FAR as it pertains to the DOD, but it also does not stipulate and standardize operational procedures. While each service is entitled to enact its own policies within the confines of the FAR and the DFARS, the authors recommend the publication of a joint contingency contracting operations manual that defines standard contingency contracting protocol across the services. This would ensure smooth integration of CCOs from different services during joint operations. A follow on recommendation is to establish a common training agency to ensure CCOs from each service will interact effectively in a joint environment. This recommendation is addressed further in the Training section of this project.

2. Planning

Lack of Experienced CCO Personnel: The authors recommend further integration and education of CCOs at the strategic planning level. The lack of experienced contracting personnel in the upper levels of contingency contract planning is evident from past contingencies. The Yoder Three-Tier Model (YTM), (Appendix E), provides a potential solution for this problem. The Yoder Three-Tier Model is a representation of a conceptual contingency contracting structure. Adopting the YTM adequately prepares CCOs for positions in the Joint Planning and Execution Community (JPEC). However, this may require the services to revamp their current contracting personnel structure. This requires a manpower analysis, which is beyond the scope of this report.

The highest contracting level of the YTM is the Integrated Planner and Executer (IPE). The IPE is groomed by participating in contingency operations and by progressing up the YTM. Since the IPE is a joint billet, the IPE must possess joint experience. This is obtained from joint assignments and education such as Joint Professional Military Education (JPME) phase I & II and/or completion of a services' War College. Joint

experience will allow CCOs to leverage the functionality of each service into the OPLAN/CONPLAN. Joint education provides the IPE with intra-service knowledge. This knowledge allows the IPE to integrate successfully with other joint staff members in the planning process.

Properly preparing IPEs is often difficult because the required education and follow on joint billets takes a considerable amount of time away from traditional service specific contracting career paths. Therefore, the services must recognize the IPE billet as a legitimate career path that should not adversely affect career progression.

3. Organization

Each service's contingency contracting organization has made recent changes to their contingency contracting program because of current protracted operations, specifically, Operation Enduring Freedom and Operation Iraqi Freedom. Since, these organizational changes materialized over the past few months, quantifiable data has not emerged to identify deficiencies or to make recommendations.

Establishing the proper organizational structure enables contingency contracting personnel to effectively accomplish their mission. The organization is the foundation from which contingency contracting succeeds or fails. Therefore, the importance of further research can provide valuable information for the services in carrying out future contingency contracting operations.

4. Training

Narrow focus of CCO training: The authors recommend expanding the contingency contracting course curriculum. DAU must expand its contingency contracting course curriculum. Contingency contracting training should be mandated at all three levels in the DAWIA certification process. The Defense Acquisition University needs to develop an integrated contingency contracting curriculum based on the needs and experience levels of contracting personnel. The only course offered (CON 234) is simply not sufficient to cover the wide spectrum of pay grades, skill sets and experience levels of our contingency contracting force.

DAU must also carefully construct course content to eliminate the need for contingency contracting pre-requisite courses at each DAWIA level. This may require

some minor shifting of relevant course material from other contracting classes to provide adequate background knowledge. Course curriculum should be patterned after the Yoder Three-Tier Model and provide training for each tier, similar to the DAWIA certification process.

Once incorporated, contingency contracting curriculum must remain current and incorporate lessons learned from recently deployed contingency contracting personnel. In order for this to be successful, DAU must establish itself as the centralized repository for all the service's lessons learned. This information can become a valuable source from which training curriculum is derived.

B. CONCLUSIONS

Based upon our research and analysis of the identified problems, the following conclusions can be made.

Fourth Generation War (4GW) Will Change the Way Contingency Contracting Is Executed: During the course of our research, we have concluded that the dynamics and protraction of Fourth Generation War will require our military leaders to rethink how contingency contracting can positively impact the service members at the strategic, operational, and tactical levels. Although the recent contingency contracting program changes are an excellent first step, the services need to continue to explore new and innovative ways to improve the contingency contracting process.

The Services' Revised Contingency Contracting Programs Will Show Mixed Results: The services' revised contingency contracting programs have been in force for under a year, but in spite of this relative short duration, the authors can make reasonable conclusions about the success or failure of these changes. Overall, the authors conclude that these revisions will sustain or improve short-term operations, but may not adequately support longer-term operations. For example, the Air Force has successfully filled contingency contracting deficiencies for other branches of the services at the tactical level. Although this has proven successful in the short-term, the current Air Force organizational structure does not support joint endeavors for long-term use and will require further changes in their contingency contracting organization to foster this interoperability.

Contingency Contracting Officers have been Marginalized: The policies enacted to safe guard the contracting process have hindered the contingency contractor in effectively carrying out his or her mission. Specific examples include the required submission of justification and approvals (J&A) for certain procurement actions which places unnecessary administrative burdens on the contingency contracting officer. The established dollar thresholds also create inefficiencies and add to the administrative burden. Lack of planning at the strategic level hampers contracting operations at the operational and tactical levels, thereby reducing the force multiplier effect of the contingency contracting officer.

Current Training and Education is not a Force Multiplier: DAU must become the Department of Defense's centralized education and training center for contingency contracting officers. Currently, other academic institutions such as the Naval Post Graduate School (NPS), Florida Institute of Technology (FIT) and Webster University offer contingency contracting training and education, however, there are no established certification standards for each course's content. The authors contend that DAU should be the proponent for certifying contingency contracting curriculum. DAU must create, consolidate, manage, and promulgate the minimum learning objectives required for all contingency contracting courses while allowing other academic institutions to tailor their own curriculum. However, these institutions must receive certification through DAU before incorporating required learning objectives. This approach will generate a diverse contingency contracting workforce while ensuring all students have the same requisite education.

Research has shown that there is a need for training at all levels of the Yoder Three-Tier Model. This is most evident for contingency contracting officers in the upper echelon positions. These personnel, referred to as the Integrated Planner and Executor (IPE) in the Yoder Three-Tier Model, are vital members of the COCOM staff who provide the necessary planning, policy, and guidance for subordinate CCOs in (or going into) theater.

Each branch of service must make a concerted effort to groom contracting officers for positions at the IPE level. Contingency Contracting training alone is not sufficient. The IPE must possess joint experience and education. This requires joint assignments and education such as JPME (phase I & II) and War College attendance. This is necessary to leverage the functionality of each service and provide CCO's credibility and capability in the joint environment.

C. AREAS OF FURTHER RESEARCH

During the course of our research and analysis, we identified specific topics that were outside the scope of this project and would require further examination to fully understand their impact on contingency contracting. The following areas are:

1. The Yoder Three-Tier Model (YTM) has laid the foundation for establishing an organizational and training hierarchy for contingency contracting personnel. In an effort to validate this model, an analysis of manpower requirements across all services would identify the applicability of implementation and pointing out where personnel deficiencies could be addressed.

2. The dollar thresholds that act as a system of checks and balances for procurements are too restrictive in a contingency environment. Arbitrarily choosing higher thresholds would be irresponsible. A thorough spend analysis based upon empirical data should be conducted to identify appropriate thresholds which would provide a CCO more flexibility during a contingency.

3. With each service having its own contracting organization and structure and service specific contracting policies, the effectiveness and efficiency of contracting in a joint environment is called into question. The authors posed the question in Chapter III: "Is having a Joint contingency contracting command for coordinating the execution of strategic, operational, and tactical contingency contracting valid?" Research in this area can potentially revolutionize the performance of contingency contracting during contingencies.

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APPENDIX A

The Generations of War

Evolution of Warfare: Understanding the evolution of warfare provides insight into finding solutions for future application. A review of the evolution of warfare from First Generation through the Third Generation War will show how dynamic the combat environment is and how the advancement of technology, tactics, and ideas change the strategic environment of warring factions⁷¹. Changes in contingency contracting are also a part of this evolution and must adapt to better support the warfighter within today's Fourth Generation War. Prior to identifying the necessary changes to contingency contracting, it is important to understand the evolution of warfare and how contingency contracting fits within this context. Figure 7 shows the development of the First Generation War through the Second, Third, and into the Fourth Generation War.

⁷¹ Lind, W.S., Nightengale, K., Schmitt, J.F., Sutton, J.W., and Wilson, G.I. (1989). The Changing Face of War: Into the Fourth Generation, *Marine Corps Gazette*. pp. 22-26

The “Generations of War” Model

From the viewpoint of developed/nuclear powers

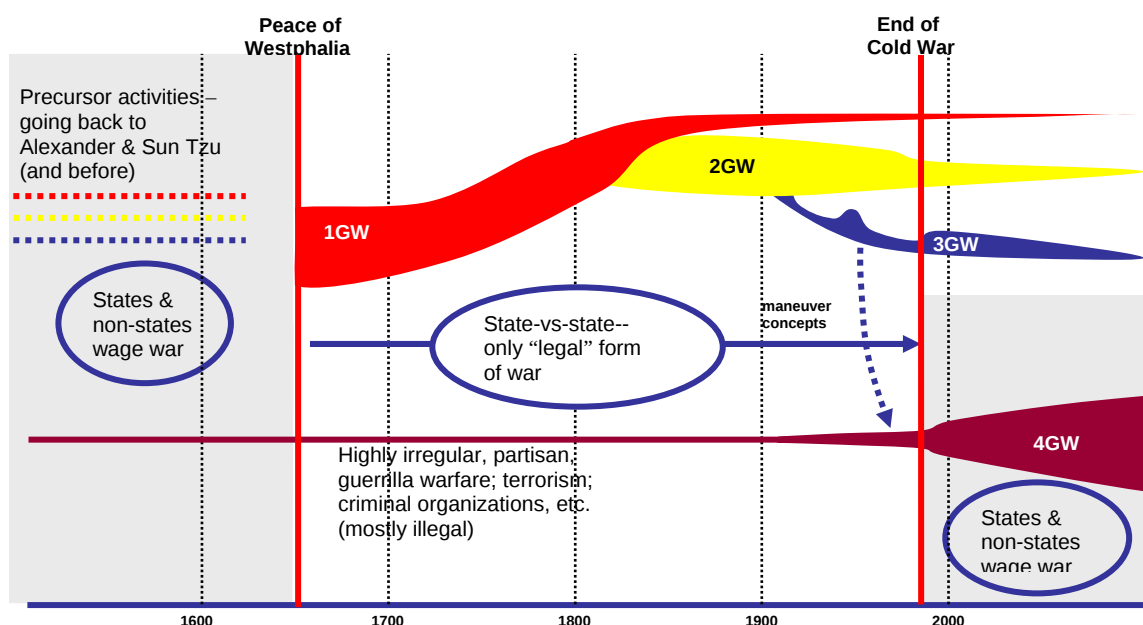


Figure 7. The Generations of War Model

Source: Richards, C. http://www.d-n-i.net/richards/conflict_years_ahead.htm

Prior to the Treaty of Westphalia in 1648, states and non-states fought protracted and brutal wars. After this treaty, warfare mainly comprised of state verses state fighting across a linear battlefield. This period also had a very minute portion of guerilla warfare, terrorism, and criminal organizations that was marginal in scale. Approximately three and a half centuries later, states verses non-states fighting has returned and dominates the current conduct of warfare. Non-states use tactics of guerilla warfare and terrorism in their strategy for defeating state armies that are not familiar with fighting this style of warfare. The current contingencies of the United States fighting in Iraq and Afghanistan are prime examples of Fourth Generation War. The evolution of war, which continuously evolves, brings elements of the previous generations of war within the current Fourth Generation War. In addition to the difficulties of intertwined generations of war has on prosecuting the war, it also adds difficulty to the execution of contingency contracting for supporting the warfighters. A brief synopsis of the three generations of

war will explain how warfare has evolved over time. The Fourth Generation War is explained in Chapter II of this report.

First Generation of War: The First Generation of War (1GW) began with the Treaty of Westphalia in 1648. After this peace agreement, fighting occurred between states in generally an orderly way.⁷² States assumed a monopoly on war, which pitched army verse army in a battle of opposing wills. Troops fired smooth bore muskets from a massed position of lines and columns at their adversaries. The soldiers fought on a linear battlefield that defined friendly and enemy territory. The U.S. Revolutionary War is a prime example of 1GW. As technology, tactics, and ideas changed, a new generation of war emerged.⁷³

Second Generation of War: The French Army developed Second Generation of War (2GW) before and during WWI. The transition to 2GW is identified by massing of firepower instead of the massing of troops. The lateral dispersion of troops marked a small change from the first generation, but technology was a greater contributor. Technological advances of the rifled musket, machine guns, indirect fire from artillery, and aircraft fighters and bombers were the primary drivers from the first generation.⁷⁴ The French Army had a centralized command and control structure synchronizing available firepower. They focused their attention internally on methods, techniques, and discipline.⁷⁵ The orderly conduct of warfare continued through the Second Generation as well.

Third Generation of War: The German Army developed tactics representing the Third Generation of War (3GW), referred to as maneuver warfare, during WWI. Fire and maneuver was a dominant tactic along with a decentralized decision-making process. Frontline commanders had more flexibility to make decisions as the situation dictated. By focusing outward on the enemy rather than inward on rules and strict order, decisions

⁷² Lind, W.S. (2004). *Understanding Fourth Generation War*. Retrieved October 3, 2008, from <http://antiwar.com/lind/?articleid=1702>, January 15, 2004

⁷³ Lind, W.S., et. al. (1989). pp. 22-26

⁷⁴ Ibid

⁷⁵ Lind, W.S. (2004). *Understanding Fourth Generation War*.

are made more quickly, enabling increased tempo during battle.⁷⁶ The transition into Fourth Generation of War can be contributed by political, social, and economic factors.⁷⁷

⁷⁶ Lind, W.S. (2004). *Understanding Fourth Generation War*.

⁷⁷ Hammes, T.X., The Evolution of War: The Fourth Generation, *Marine Corps Gazette*, September 1994. p. 27.

APPENDIX B

2006 DAWIA Contracting Certification Schedule (Source: 2006 Defense Acquisition University Catalog)

	Education	Experience	Training
Level I	• Baccalaureate Degree • At least 24 hours among: accounting, law, business finance, contracts, purchasing, economics, industrial management, marketing, quantitative methods, organization and management	• 1 year of contracting experience	• CON 100 Shaping Smart Business Arrangements • CON 110 Mission Support Planning • CON 111 Mission Strategy Execution • CON 112 Mission Performance Assessment • CON 120 Mission Focused Contracting • 1 Elective
Level II	• Baccalaureate Degree • At least 24 hours among: accounting, law, business finance, contracts, purchasing, economics, industrial management, marketing, quantitative methods, organization and management • (Desired) Graduate studies in business administration or procurement	• 2 year of contracting experience • (Desired) An additional 2 year of contracting experience	• CON 202 Intermediate Contracting • CON 204 Intermediate Contract Pricing • CON 210 Government Contract Law • 2 Electives
Level III	• Baccalaureate Degree • At least 24 hours among: accounting, law, business finance, contracts, purchasing, economics, industrial management, marketing, quantitative methods, organization and management • At least 10 years acquisition experience (as of 1 Oct 1991) • (Desired) Master's Degree in business administration or procurement	• 4 year of contracting experience • (Desired) An additional 4 year of contracting experience	• CON 353 Advanced Business Solutions for Mission Support • 2 Electives • (Desired) 2 weeks of management and leadership training

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APPENDIX C

DAWIA Contracting Certification Requirements (Source: 2001,'04 & '06 Defense Acquisition University Catalogs)

	FY 00	FY 04	FY 06
Level I	• CON 101 Basics of Contracting • CON 104 Principles of Contract Pricing	<i>Through 30 June 04</i> • CON 100 Shaping Smart Business Arrangements • CON 101 Basics of Contracting • CON 104 Principles of Contract Pricing • 1 Elective • (Desired) CON 237 Simplified Acquisition Procedures <i>After 1 July 04</i> • CON 100 Shaping Smart Business Arrangements • CON 1XX Introductory Contracting and Pricing Models • CON 120 Negotiation Workshop and Level 1 Wrap up • (Desired) CON 237 Simplified Acquisition Procedures	• CON 100 Shaping Smart Business Arrangements • CON 110 Mission Support Planning • CON 111 Mission Strategy Execution • CON 112 Mission Performance Assessment • CON 120 Mission Focused Contracting • 1 Elective
Level II	• CON 202 Intermediate Contracting • CON 204 Intermediate Contract Pricing • CON 210 Government Contract Law	• CON 202 Intermediate Contracting • CON 204 Intermediate Contract Pricing • CON 210 Government Contract Law • 2 Electives	• CON 202 Intermediate Contracting • CON 204 Intermediate Contract Pricing • CON 210 Government Contract Law • 2 Electives
Level III	• CON 301 Executive Contracting • CON 333 Management for Contract Supervisors • (Desired) 2 weeks of management and leadership training	• CON 353 Advanced Business Solutions for Mission Support • 2 Electives • (Desired) 2 weeks of management and leadership training	• CON 353 Advanced Business Solutions for Mission Support • 2 Electives • (Desired) 2 weeks of management and leadership training

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APPENDIX D

2006 DAU CON 234 Course Objectives **(Source: 2006 Defense Acquisition University Catalog)**

Objective	Identify and apply contracting laws, regulations, and procedures for contingencies
	Apply ethical principles in procurement decisions in foreign environments
	Identify key personnel and organizations in contingencies, explain their roles and responsibilities, and illustrate required coordination.
	Summarize and discuss elements of contingency contracting support planning
	Assess customer requirements and execute appropriate procurement actions
	Prepare, assemble, administer, and close out contracts, documents, files, and reports
	Recognize cross-cultural behavior patterns and antiterrorism force protection measures and explain their impact on contingency contracting

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APPENDIX E

The Yoder Three-Tier Model

INTRODUCTION

The Yoder Three-Tier Model provides a representation of a conceptual contingency contracting structure. Although it has not been instituted, the Army has adopted a personnel structure that closely resembles the Yoder Model. Table 9 at the end of this appendix provides a detailed description of the Yoder Three-Tier Model.

The Yoder Three-Tier Model is based on the premise of three distinct personnel levels in the contingency contracting arena.

- Ordering Officer
- Leveraging Contracting Officer
- Integrated Planner and Executer

Personnel within each level are groomed for their respective position based on experience, skill sets and level of training. Each tier is co-dependent, or integrated in a hierarchal manner, on the other tiers.⁷⁸

Ordering Officer (OO): This is the lowest level in the Yoder Three-Tier Model. The Ordering Officer performs the basic ordering functions for the buying activity. Their duties include simple buys and are generally not involved in the contractual formulation process. They mainly order against contracts that are already established such as blanket purchase agreements and impress funds. Ordering Officers are an important part of the contingency contracting process because they provide a majority of the buying actions after the contracts are in place.

The Ordering officer should possess at least a DAWIA Level I Contracting Certification. Additionally, they should have taken the Defense Acquisition University's CON 234 course (Contingency Contracting), or equivalent. This level is best suited for junior to mid-enlisted or a junior officer.

⁷⁸ Yoder, E. C., (2004). The Yoder Three-Tier Model for Optimizing Contingency Contracting Planning and Execution. (Working Paper NPS-AM-05-2002, Naval Postgraduate School,.2004). p. 1.

Leveraging Contracting Officer (LCO): This is the middle level in the Yoder Three-Tier Model. The Leveraging Contracting Officer has more authority and responsibility than the Ordering Officer. The LCO is responsible for filling the gap between organic logistic support and unfulfilled organizational requirements.

Contracting Personnel at this level are well versed in all Ordering Officer functions and responsibilities. They must "leverage" their buying activity's requirements onto the local economy in the contingency area. As such, CCOs interface with local and regional businesses and may be required to coordinate with higher military organizations, Non-Governmental Organizations (NGO), or political organizations.⁷⁹

The LCO should possess a DAWIA Level II or Level III Contracting Certification. If they have not completed CON 234 as an ordering officer, it is required at this level. Additionally, LCOs should complete an undergraduate or graduate level of business education. LCOs are normally senior enlisted or junior to mid-grade officer.

Integrated Planner and Executor (IPE): This is the highest level in the Yoder Three-Tier Model. The IPE is a contracting officer who provides the link between the Combatant Command (COCOM) and the operational level units. Their main responsibility is to formulate the necessary strategy and establish contracting policy in the theater of operation.

The IPE provides the necessary contract planning input into the contingent OPLAN. They are a vital member of the COCOM staff who provides the necessary guidance for the LCO and ordering officers in (or going into) theater.

The IPE is groomed from experience contracting tours within the lower tiers of the Yoder Model. Since the IPE is a joint billet, the IPE must possess joint experience. This is obtained from joint assignments and education such as JPME (phase I & II) and War College attendance. This is necessary to leverage the functionality of each service into the OPLAN/CONPLAN.

⁷⁹ Yoder, E. C., (2004). p. 14.

Currently, there is no formal contingency contract training available for the IPE. However, the IPE must have at least a master's level education in a business related field. Only senior level officers (O-6+) should serve as IPEs.

ISSUES

Implementing the Yoder Three tier model would require Chairman of the Joint Chief's of Staff support. With the exception of the Army, this model involves manpower revisions in the personnel structure within the services. In order to gain maximum efficiency, this model would require uniform implementation across the services. Otherwise, each service will put their own bias on the required experience, skill sets and level of training. This could degrade the overall effectiveness of the model.

There is a void in education at LCO and IPE levels. DAU has one course (CON 234) for all contingency contracting officers. This course is sufficient only at the ordering officer level. In order for the Yoder Three Tier model to be effective, education for the LCO and IPE levels must be developed.

The current military structure does not facilitate sufficient grooming of IPEs. Proper education and joint experience tours will prepare contracting officers for IPE positions. This is often difficult because this takes a considerable amount of time away from the traditional, service specific contracting career paths. However, this is necessary to produce qualified upper level CCOs.

CONCLUSION

The Yoder Three-Tier Model provides a solid baseline for the contingency contracting structure across the services. This model provides the necessary guidance for experience, required skill sets and levels of training. However, implementing the Yoder model must be a top down driven joint requirement for all the services to adopt. This will result in a standardized contracting structure that is needed in the fourth generation war.

Table 9. The Yoder Three-Tier Model
(Source – "The Yoder Three-Tier Model for Optimizing Contingency Contracting Planning and Execution of Contingency Contracting)

Model Tier Level & Model Title	Functions/Education/Rank	Highlights and Drawbacks
Ordering Officer—Tier One	• basic ordering • some simplified acquisitions • training: DAU CON 234 • DAWIA Certified CON Level I or II • junior to mid-enlisted, junior officers, GS-7 to GS-9, 1102 series civilians	• simple buys • little integration • no operational planning • no broad liaison functions
Leveraging Contracting Officer—Tier Two	• leverages to local economy • reduces "pushed" material support • training/education: • DAU CON 234, recommended higher education • DAWIA Certified CON Level II or III • senior enlisted, junior to mid-grade officers, GS-11+ 1102 series civilians	• better local operational planning • some integration • more capability for the operational commander • no planned theater integration • no broad liaison functions • may perform to optimize local operations at the detriment to theater ops
Integrated Planner and Executor (IPE)—Tier Three	• highest level of planning and integration—joint linked/integrated with J- and J-5 • creates and executes OPLAN CCO strategy • provides direction to tier two and one • links operations strategically to theater objectives of COCOM • education: Master's degree or higher and, JPME Phase I and II • DAWIA Certified CON Level III, and other DAWIA disciplines (LOG, ACQ, FIN, etc) • senior officers (O-6+), senior civilians, GS-13+ or SES	• performs operational and theater analysis, integrates results into OPLAN • link between COCOM and OPLAN to all theater contracting operations • coordinates theater objectives with best approach to contracted support • can achieve broader national security goals through effective distribution of national assets • includes planning, communication, coordination, and exercising with NGO and PVO in theater

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