

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

*Tier 1 = Require External Resolution/Visibility (sep document)*

*Tier 2 = Internal Issues (JLOC/Staff Interface)*

*Tier 3 = Issues for J4.*

### **TIER I**

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**Issue:** Services need to improve in Operational Contract Support (OCS) “Jointness”

**Background:** Army South was designated the Lead Service Component for contracting via FRAGO [REDACTED]. In the same FRAGO, AFSOUTH, NAVSO, MARFORSOUTH and SOCSOUTH were given corresponding supporting tasks to facilitate Army South’s Lead Service task. This direction was reiterated and amplified with the publication of the Annex W on 22 Feb 10. These documents outlined specific guidance to Service component commands reference tactical control (TACON) of Contingency Contracting Officers (CCO’s); staff and/or CCO augmentation to the Lead Service component; COR/FOO management; reporting; etc. The SOUTHCOM Commander’s intent was the active synchronization of the JOA-wide operational contract support effort. On the whole, however, the synchronization effort occurred largely at SCHQ (SCJ8 CCE). Generally, Lead Service guidance ISO the JTF for reporting; warranting; COR/FOO management; SPOT implementation procedures; synchronization meetings; etc. was lacking.

**Discussion:** Although recent exercises (PANAMAX & IA) have spurred growth, Service contracting agencies are still in the early stages of OCS collaboration/synchronization. These agencies often appear hesitant to either take a leadership role over, or – conversely – subordinate themselves to agencies from other Services. At the heart of this hesitancy may be confusion about the differences between “contracting” and “Operational Contract Support” (OCS). In part, this is due to the single-Service culture inherent in “contracting”. Contracting authorities flow from the SECDEF through the individual Service secretaries. In reality, there is no true “joint contracting”. During an operation, joint contracting organizations (when used) may have contracting officers from different Services, but these personnel function under the contracting authority of a single SECDEF-designated Service. But although “contracting” is a Service specific competency, “OCS” focuses largely on the synchronization of the contracting effort (to include contractor management) within a specific operational context and will typically be “Joint” (rarely will only a single Service be called upon to respond to a contingency). Although JP 4-10 is a strong first attempt at articulating Joint OCS doctrine, it has yet not fully permeated “contracting” cultures. Generally, Services appear hesitant to synchronize the contract support efforts of other Services, in part because they recognize that they do not “control” their contracting. Until the Services improve in this area, GCC and Joint Force Commanders will not reap the full benefits of synchronized OCS.

**Recommendation:** ICW the JS, JFCOM and other COCOM’s, study ways to bolster OCS “Jointness” (for example, revisions to PME, doctrine development, etc.). Related Department-wide efforts are already under way. Specifically, the JS J4 is leading a CJCS-directed effort to develop recommendations for more effective OCS planning. This and other of efforts could help increase OCS “Jointness”.

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

From a SOUTHCOM perspective, other in-house actions could also help. First, continually educate all stake-holders as to the differences between “contracting” (a Service competency) and Operational Contract Support (a Joint endeavor). Second, continue to practice and emphasize the need for “Joint” OCS during Phase 0 shaping events (primarily exercises). Third, conduct activities that facilitate cross-Service dialogue (conferences, recurring boards, communities of interest, etc.). Finally, develop knowledge management architectures that allow Services to view each other’s contracts, contracting officer credentials, etc. Awareness of sister-Service capabilities and contract vehicles should ease OCS collaboration.

**Stakeholders:** SCJ8, Service Components, ██████ Contracting Support Brigade, FISC ██████

**OPR:** SCJ4 Plans ████████████████████

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**Issue:** On the whole, SC Service components are not staffed to do OCS

**Background:** SC Service components struggled to perform OCS functions during OUR. While effective “contracting” got done through Service-provided forces, little OCS occurred at the component level. OCS functions such as planning, policy formulation, reporting and cross-Service coordination and synchronization were lacking. Likewise integrated requirements development for complex (multi-discipline) requirements (such as AMCIT remains recovery and JTF bed-down) was weak. Weak OCS capabilities translate to inefficiencies. For example, when OCS capabilities are lacking support is sought from known entities (typically CONUS-based) rather than local sources (which remain – without aggressive OCS – unexplored). In OUR, this manifested itself in efforts to address various requirements to include refrigeration vans; construction materials and engineer equipment; transportation assets; and force bed-down solutions. Generally, CONUS-based support is more expensive, more difficult to bring to bear, and complicates redeployment. And while many Haitian vendors were devastated by the earthquake, the Dominican Republic has a vibrant economy capable of addressing the majority of expeditionary force requirements.

Similarly, efforts to synchronize OUR contractor management policies were slow largely due to a lack of personnel at the JTF level capable of effectively bringing together various disparate disciplines (i.e., force protection; health services; strength accounting; logistics; operations).

**Discussion:** There is a difference between “contracting” and “OCS”. Contracting (a Service competency) is concerned with sound contracting strategies and the lawful and effective procurement of goods and services ISO the Joint Force, while OCS (a Joint discipline) is focused on the integration of contract support into the specific operational context IAW the JFC’s intent; the synchronization of the Joint Force contracting effort; and “contractor management” (i.e., accountability, security/protection, med/log support, etc.). Moreover, while “Contracting” should wait for (perhaps insist upon) well-developed requirements, “OCS” seeks to wield contracting as a “weapon”, continually gauging the commander’s evolving intent, changing operational demands and the local environment. SC Service components have some organic contracting capabilities (or – in the case of NAVSO – access to contracting capabilities), but they have virtually no OCS capability. This hinders

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

effective planning (when and how OCS should be used); OCS “C2” (for synchronized, efficient support); and integrated requirements identification and development.

On the whole, Services are aware that contracting officers are a precious commodity and are taking steps to address shortfalls. Services appear to be less aware, however, of the critical need for personnel capable of conducting OCS. While the two disciplines are related, they do differ and require personnel with different backgrounds and training.

**Recommendation:** ICW the JS, JFCOM and other COCOM's, study ways to bolster Service OCS capabilities. Specifically, the JS J4 is leading a CJCS-directed effort to develop recommendations for more effective OCS planning. This efforts could help Services in growing OCS capabilities.

**Stakeholders:** SCJ8, Service Components, ██████ Contracting Support Brigade, FISC  
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### **TIER II**

**Issue:** USSOUTHCOM needs to develop scalable force “bed-down” standards for contingency operations

**Background:** JTF-Haiti never arrived at a satisfactory bed-down solution. Most likely based on experiences from their time in the CENTCOM AOR, the ██████ deployed to Haiti with two AMC LOGCAP planners embedded within their Assault Command Post. Less than 3 weeks into the operation, these planners had overseen the development of a LOGCAP bed-down option for JTF-Haiti. However, the Rough Order of Magnitude (ROM) cost of this option, senior leader concerns over the perception of USMILFOR living in better conditions than the general Haitian population, and other considerations killed the LOGCAP option. The JTF then began an effort to develop its own “expeditionary plus” bed-down COA. Like the LOGCAP option, this effort never materialized.

**Discussion:** Force bed-down is a reality that will have to be dealt with on a contingency of any meaningful size and duration. Additionally, at least three SOUTHCOM CONPLANs (MIGOPS, NEO and HADR) could also feature temporary bed-down scenarios for significant civilian populations. Consequently, SOUTHCOM should develop plans during Phase 0 for various “off-the shelf” scalable bed-down packages that can be used in any given contingency in support of either USMILFOR or displaced civilians. OCS can then take planned requirements and do market research to assess their viability in specific AOR regions/countries.

**Recommendation:** Form a cross-functional SOUTHCOM team to oversee a (designated) Service component effort to develop contingency bed-down options.

**Stakeholders:** SCJ4 (including SCEN), SCJ3 (AT/FP), SCJ6, SCJ8 and Service Components

**OPR:** SCJ4 Plans

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

**Issue:** Optimal organizational alignment for “contracting” and “OCS”

**Background:** Throughout OUR, SOUTHCOM's OCS planners maintained a presence in the JLOC and also close ties with the SCJ8 CCE. This alignment was intended to allow JTF and Service component contracting organizations to maintain a good awareness of – and even anticipate – the operational flow and related contracting requirements. Although generally this was accomplished, two planners are a thin thread between the full breadth of requirements percolating in the J4 (JLOC) and the contracting agencies the J8 (CCE) oversees. Consequently, the J8 (contracting) may not have always fully captured the J4's intent and direction; while the J4 may not have always received full counsel on what contracting could or could not accomplish (and with what caveats). In sum, this alignment may be the less than ideal if the J4 is to vigorously employ contract support as a critical logistical capability.

**Discussion:** Like SOUTHCOM, EUCOM, CENTCOM, NORTHCOM, and PACOM all have their JOCSPs (OCS planners) in the J4. Additionally, most of these COCOM's (EUCOM, CENTCOM and NORTHCOM) also have a staff proponent (typically an O6 or O5) solely for contracting (roughly equivalent to Ms. Lampe's role in SCJ8). Unlike in SOUTHCOM, however, this proponent resides *within* the J4. There are pros/cons to each alignment but this is certainly something SOUTHCOM should weigh in the wake of OUR. The decision should ultimately be driven by what the CDR wants most from his contract support. Generally, “contracting” oversight within the J8 probably minimizes potential problems in violating procurement regulations and guidelines (contracting staffs are better shielded from the pressure to “get it done yesterday”). While “contracting” oversight within the J4 probably makes contracting a more viable operational/logistical capability in contingency environments.

**Recommendation:** Form a cross-functional executive level team to study the best alignment for OCS and contracting both in Phase 0 and in contingency environments.

**Stakeholders:** SCJ4, SCJ8, SJA

**OPR:** COS (?)

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**Issue:** USSOUTHCOM needs a regionally-affiliated USAF contracting “arm”.

**Background:** Whatever success SOUTHCOM contracting efforts enjoyed during OUR were due largely to strong relationships forged before and during Phase 0 events such as PANAMAX and Integrated Advance. Presently, both the Army and Navy have contracting agencies regionally affiliated with SOUTHCOM Service components. The [REDACTED] (Army) supports Army South & FISC [REDACTED] supports NAVSOUTH. Similarly, other Army contracting

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

brigades and other Navy FISC's support other Army and Navy Service component commands. Both the [REDACTED] and FISC [REDACTED] have been very engaged with the J8 CCE and J4 OCS planners in preparing for and executing exercises; fleshing out CONPLAN's; and participating in other SOUTHCOM forums such as the Contract Coordination Board (CCB). These Phase 0 relationships greatly facilitated effective OCS coordination – even during the earliest days of OUR.

**Discussion:** Unlike the Army and the Navy, the Air Force has not aligned contracting organizations or assets with Air Force Service component commands. Although AFSOUTH has a small contracting staff embedded in the A4, large scale Air Force contracting capabilities (for example, contracting squadrons) support contingency operations on a rotational basis. Consequently, SOUTHCOM and AFSOUTH cannot develop relationships and protocols with specific Air Force contracting agencies that would facilitate contracting efforts during the crucial early phases of a joint operation.

**Recommendation:** Work with AFSOUTH, the Joint Staff and SAF/AQC (Secretary of the Air Force for Acquisition and Contracting) to develop options for regionally affiliated contracting assets.

**Stakeholders:** SCJ8, SCJ4, AFSOUTH

**OPR:** SCJ4 Plans/[REDACTED]

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**Issue:** Slow implementation of the Synchronized Predeployment Operational Tracker (SPOT)

**Background:** SPOT is the DOD-mandated system that is used in support of contractor accountability during contingency operations. SPOT implementation is a multi-step process that includes the insertion of DFARS clause 252.225-7040 (or similar implementing language) in applicable contracts; the entry of these contracts in the SPOT database; the subsequent entry of CAAF (and at times select non-CAAF) into the SPOT database; the issuance of LOA's to CAAF; and the establishment of an "in-JOA" infrastructure and associated processes that allow for the tracking of CAAF while they move into, about and out of the JOA. According to OSD's SPOT business rules, contracting agencies (officers) must enter applicable contracts in SPOT within 5 days of award; and applicable contractors must enter their personnel into SPOT within 5 days of notification that contracts have been entered in SPOT. Almost universally, USSOUTHCOM and the Service contracting agencies supporting OUR did not meet these standards.

**Discussion:** Generally, contracting agency inclusion of DFARS clause 252.225-7040 in qualifying contracts and the entry of applicable contracts into the SPOT database did not routinely occur from the outset of OUR. Although the SOUTHCOM EXORD ([REDACTED]) directed the use of SPOT for contractor accountability, many of the theater support contracts awarded during the earliest days of the operation were executed via manual means due to the damage of Haiti's communications infrastructure. This expedient mode of operations

## OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)

enabled the initial omission of SPOT (and other) clauses from some contingency contracts and also created a significant backlog of work for contracting agencies which would later have to modify these contracts to include SPOT-related provisions and enter the contracts in SPOT.

Additionally, due to both limited internet connectivity and a very demanding workload some contracts that did contain the SPOT clause were not entered into SPOT when they were first awarded. Generally, in-country contracting personnel recognized that the entry of LN/TCN contractors in SPOT would require extensive support to local vendors. Faced with many time-sensitive operational requirements, they chose to delay SPOT implementation. Although SOUTHCOM and supporting contracting agencies made considerable progress in this regard throughout March, the process of fully correcting initial omissions continues.

In addition, the contracting community is not yet completely familiar with SPOT or the latest changes to SPOT policy (such as the Business Rules). At various times, contracting agencies supporting OUR held erroneous perceptions about SPOT. For example,

- Some agencies believed that SPOT requirements applied only to service contracts.
- Others – particularly those with experience in the CENTCOM AOR – believed that SPOT requirements did not apply to contracts valued under \$25K or lasting less than 30 days (true for CENTCOM as a result of Class Deviation 2007-O0010, but false for SOUTHCOM prior to the publication of OUR FRAGO 083 on 16 March).
- Others thought that “CAAF” were only those contractors deploying from CONUS. Confusion reference “CAAF” is due in part to differing definitions in certain key OCS documents. The chart below captures some critical differences as to how CAAF are defined:

Document	Elements of “CAAF” Definition					
	Mentions Subs	Specifically Includes TCNs	Specifically Includes LNs	“Authorized by contract”	“Direct vicinity of”	“Residing with”
DODI 3020.41 <sup>1</sup>	Y	Y	Y	N	N	N
Joint Pub 4-10 <sup>2</sup>	Y	N	N	Y	N	N
SPOT Business Rules <sup>3</sup>	Y	Y	N	N	Y	Y

**Notes:**

1. DODI 3020.41 (paragraph E2.1.3., Oct 2005)
2. JP 4-10 (Glossary, Oct 2008)
3. SPOT Business Rules (Appendix D, 2<sup>nd</sup> Quarter 2009)

### **Recommendations:**

First, work with the Joint Staff and OSD to study how to modify (soften) the “ 5-day” time standards established in the SPOT Business Rules for Phase I of HADR events when contracting responsiveness is indispensable and the HN communications’ infrastructure is often severely damaged. Second, in order to speed SPOT implementation and facilitate management, OCS planners at all levels (GCC’s, Services and JTF’s) should consider

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

assigning dedicated personnel solely to SPOT-related functions. Third, continue to educate and train the contracting community (during Phase 0) with respect to SPOT so that it is fully understood. Specifically, a strong working knowledge of DFAR clause 252.225-7040 and the SPOT Business Rules is essential. Fourth, work with the Joint Staff and OSD to develop a consistent definition for CAAF. COCOM CDR's can adjust how they wish to use SPOT, but a solid (consistent) definition of CAAF coupled with an understanding of DFAR clause 252.225-7040, and the Business Rules will help establish Department-wide baseline SPOT standards. Finally, as a prominent incentive to contractors contracting agencies should consider using an un-priced CLIN for SPOT in contingency contracts to emphasize the importance of compliance with DFAR clause 252.225-7040 or related language.

**(Note: this issue has already been provided to JS J4 in response to an RFI)**

**Stakeholders:** OSD, JSJ4, GCC's, SCJ8, SCJ4, SCJ1

**OPR:** SCJ4 Plans/ [REDACTED]

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**Issue:** Weak contractor management during OUR.

**Background:** During Phase 0, Combatant commands are primarily focused on the integration of contract support into operations: what services and commodities a contractor can or will deliver. During contingency operations, contract support integration remains a primary focus, but contractor management rises to equal importance. Due to important lessons learned in Iraq and Afghanistan since 2003, much recent DOD guidance (eg., DODI 3020.41, DODI 3020.50, 2<sup>nd</sup> Quarter FY09 SPOT Business Rules) directs COCOM Commanders to conduct very active contractor management during contingency operations. Contractor management includes accounting for contractors, protecting contractors and planning for logistical and medical support to contractors.

**Discussion:** Generally, SOUTHCOM's management of contractors during OUR was weak. SOUTHCOM's contractor management plan (a key appendix to the OPORD's Annex W) took approximately 60 days to publish and due to the slow implementation of SPOT (see separate issue), contractor accountability was weak throughout OUR. No LN's/TCN's were accounted for in SPOT through the first 100+ days of the operation and contractors at times arrived in or departed the JOA without being captured in SPOT. Moreover, a key contracting agency supporting OUR approved the arming of contractors without requisite COCOM Commander approval, and the JTF never articulated a force protection plan for contractors as required by DODI 3020.41. In fact, the contracting agency that sought to arm contractors did so in part because it perceived that MILFOR-provided security was not an option.

## **OPERATION UNIFIED RESPONSE, Lessons Learned SCJ4, Operational Contract Support (OCS)**

**Recommendation:** establish a SOUTHCOM workgroup to work through contractor management issues for both Phase 0 and contingencies. Workgroup should develop policies reference contractor accountability, force protection, logistical and medical care and related issues.

**Stakeholders:** , SCJ1, SCJ3, SCJ4, SCJ8, SJA

**OPR:** SCJ4 Plans/ [REDACTED]

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