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**THESIS**

**SHOOT, MOVE, COMMUNICATE, PURCHASE: HOW  
UNITED STATES SPECIAL FORCES CAN BETTER  
EMPLOY MONEY AS A WEAPON SYSTEM**

by

Ryan D. Yamaki-Taylor

December 2011

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**SHOOT, MOVE, COMMUNICATE, PURCHASE: HOW UNITED STATES  
SPECIAL FORCES CAN BETTER EMPLOY MONEY AS A WEAPON SYSTEM**

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Submitted in partial fulfillment of the  
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# **SHOOT, MOVE, COMMUNICATE, PURCHASE: HOW UNITED STATES SPECIAL FORCES CAN BETTER EMPLOY MONEY AS A WEAPON SYSTEM**

## **ABSTRACT**

This thesis analyzes how well United States Special Forces (USSF) are employing Money as a Weapon System (MAAWS) in accordance with the current Commander International Security Assistance Force (COMISAF) guidance on counterinsurgency (COIN) contracting in Afghanistan. By analyzing the current ways USSF are employing MAAWS, specifically in Southern Afghanistan, this thesis identifies friction areas (past, present, future) between guidance and employment at the Special Operation Task Force (SOTF) level and below. Based on this analysis, this thesis provides recommendations to help reduce these friction areas and enable Special Forces tactical units to better employ Money as a Weapon System. The main recommendations focus on incorporating the Yoder Three-Tier Model, modified to meet the needs of USSF and enhancing training on contingency contracting to educate SF Commanders and Soldiers designated to fill the role of contracting officer's representative (COR). These recommendations will enable Special Forces to better employ MAAWS in the future and greatly increase the effectiveness and efficiency of their contracting procedures.



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## LIST OF ACRONYMS AND ABBREVIATIONS

ANA	Afghan National Army
ANP	Afghan National Police
AOB	Advanced Operations Base
ASG	Afghan Security Guards
BPA	Blanket Purchase Agreement
CA	Civil Affairs
CFSOCC	Combined Forces Special Operations Component Command
COIN	Counter Insurgency
CCB	Contingency Contracting Battalion
CCO	Contingency Contracting Officer
CERP	Commander's Emergency Response Program
CJSOTF	Combined Joint Special Operations Task Force
CJSOTF-A	Combined Joint Special Operations Task Force - Afghanistan
COMISAF	Commander International Security Assistance Force
CONPLAN	Concept of Operations Plan
CONUS	Continental United States
COR	Contracting Officer's Representative
CUB	Commander's Update Brief
CRS	Congressional Research Service
CWCIA	Commission on Wartime Contracting Iraq and Afghanistan
DAU	Defense Acquisition University
FAR	Federal Acquisition Regulation
FOB	Forward Operating Base

FOO	Field Ordering Officer
GIROA	Government of the Islamic Republic of Afghanistan
GMV	Ground Mobility Vehicle
GO	General Officer
GWOT	Global War on Terror
IDIQ	Indefinite Delivery Indefinite Quantity
IPE	Integrated Planner and Executor
ISAF	International Security Assistance Force
JMD	Joint Manning Document
KCC	Contingency Contracting Cell
LCO	Leveraging Contracting Officer
LOGCAP	Logistics Civil Augmentation Program
MAAWS	Money As A Weapon System
MISO	Military Information Support Operations
MOOTW	Military Operations Other Than War
MRAP	Mine Resistant Ambush Protected
NCO	Non-Commissioned Officer
NTV	Non-Tactical Vehicle
OCONUS	Outside Continental United States
ODA	Operational Detachment Alpha
O&M	Operations and Maintenance
OPFUND	Operations Fund
OPLAN	Operations Plan
PA	Paying Agent
PDSS	Pre-Deployment Site Survey

PMT	Pre-Mission Training
RC	Regional Command
RIP/TOA	Relief in Place/Transfer of Authority
SF	Special Forces
SF-44	Standard Form 44
SOF	Special Operations Forces
SOTF	Special Operations Task Force
SOTF-SOUTH	Special Operations Task Force-South
SOTF-SE	Special Operations Task Force-Southeast
SUPCEN	Support Center
USASOC	United States Army Special Operations Command
USSF	United States Special Forces
USSOCOM	United States Special Operations Command
VSO	Village Stability Operations



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# I. INTRODUCTION

“Money is my most important ammunition in this war”  
–MG David Petraeus, 101st Airborne Division Air Assault

## A. OVERVIEW

The *Commander’s Guide to Money as a Weapons System* (MAAWS), published in April 2009 by the Center for Army Lessons Learned, is a handbook commanders can turn to for basic information on contingency contracting. It identifies contingency contracting as a potential “weapon system” that a commander can use to accomplish his mission.<sup>1</sup> While warfighters receive training on most weapons systems they use, most receive little, if any, training on how to employ money as a weapon system prior to deployment. Over the past decade, the United States has spent billions of dollars to fund the wars in both Iraq and Afghanistan. Much of the money spent has gone to civilian contractors who perform many crucial roles. In Southern Afghanistan, every military unit present relies on civilian contractors for numerous support functions. At Kandahar Airfield, the second largest base in Afghanistan, the majority of all logistical operations for day-to-day life is handled by civilian contractors. Food preparation, fuel handling, construction, sanitation, generator maintenance, and security are just a few examples of the hundreds of services contractors provide so the men and women in uniform can “fight the war.”

United States Special Forces units are no exception and they too could not function without contractor support. The purpose of this thesis is to analyze how well United States Special Forces (USSF) are employing Money as a Weapon System (MAAWS) in accordance with the current Commander International Security Assistance Force (COMISAF) guidance on counterinsurgency (COIN) contracting in Afghanistan, and which areas can be improved. Chapter I reports the current state of U.S. Army

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<sup>1</sup> Center for Army Lessons Learned, *Commander’s Guide to Money As A Weapons System Handbook*, Handbook No. 09–2 (Ft. Leavenworth, KS: Combined Arms Center, 2009), <http://usacac.army.mil/cac2/call/docs/09–27/09–27.pdf> (accessed 8 November 2011).

contingency contracting. Chapter II looks at the current guidance on COIN contracting. Chapter III addresses the current ways in which USSF are employing MAAWS. Chapter IV identifies areas of friction between guidance and employment. Finally, Chapter V recommends how these friction areas can be mitigated.

The Army as a whole has implemented numerous changes to its guidance and policies on contingency contracting. Many of these changes resulted from recommendations identified by the Commission on Army Acquisition and Program Management in Expeditionary Operations and the Commission on Wartime Contracting in Iraq and Afghanistan. In September 2010, General Petraeus issued COMISAF's guidance on COIN Contracting. One of the major themes of his guidance focuses on an 'Afghan first' initiative and a population-centric approach to employing Money as a Weapon System. USSF has relied heavily on contracting to support its mission in Southern Afghanistan; in theory, this new guidance should enhance its mission, which has always focused highly on the Afghan population. But before turning to USSF, it is first, important that we understand the current state of contingency contracting within the United States Army.

## **B. CONTINGENCY CONTRACTING**

The term contingency contracting was first used only a decade or two ago. The practice however, can be dated back to 1775 when the United States military contracted logistical support for its military forces—to different degrees, in both domestic and overseas operations, with varying levels of success. The practice of contracting logistics support for military operations often brought an expedition to ruins. But, since World War II, contingency contracting has been an integral part of the military's operational capabilities, although problems still persist.<sup>2</sup>

Reduced manpower and increased global positioning of military forces have increased demand for contractor support during contingencies. For decades, the military has been contracting for goods and services, thus becoming a less self-sufficient

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<sup>2</sup> Carey Luse, Christopher Madeline, Landon Smith, and Stephen Starr, "An Evaluation of Contingency Contracting: Past, Present, and Future," (Master's Thesis, Naval Postgraduate School, 2005), 5.

organization. This means contractors are more often relied upon for supplies, services, and construction in contingency environments.<sup>3</sup> Reports indicate there are more contractors on the battlefield than ever before; in 2010, State and Defense department figures show more than 260,000 contractor employees in Iraq and Afghanistan, a number at times, exceeding the total number of U.S. military personnel in theater.<sup>4</sup> The United States military has found itself having to conduct contracting in contingency operations in order to provide essential support for time-sensitive operational objectives, to include the procurement and acquisition of supplies and services ranging from the simple to more complex and involving everything from interagency support to military construction.

According to 10 U.S.C § 101(a)(13), the term contingency operation refers to a military operation that:

(A) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(B) results in the call or order to, or retention on, active duty members of the uniformed services under [other portions of this title] ...or any other provision of law during a war or during a national emergency declared by the President or Congress.<sup>5</sup>

The Defense Acquisition University's (DAU) Contingency Contracting course (CON234) defines Contingency Contracting as: "Direct contracting support to tactical and operational forces engaged in the full spectrum of armed conflict and MOOTW, both domestic and overseas."<sup>6</sup> This definition is purposely broad to include many types of contingencies, such as: major theater wars, small scale contingencies, domestic and international disaster and/or emergency relief operations, and military operations other

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<sup>3</sup> David E. Hill, "The Shaft of the Spear: U.S. Special Operations Command, Funding, Authority, and the Global War on Terrorism" (Strategy Research Project, U.S. Army War College, Carlisle Barracks, PA: 2006).

<sup>4</sup> Department of Defense, *Transforming Wartime Contracting: Controlling Costs, Reducing Risks*, Commission on Wartime Contracting in Iraq and Afghanistan, Final Report to Congress, (August 2011), 2. [http://www.wartimecontracting.gov/docs/CWC\\_FinalReport-lowres.pdf](http://www.wartimecontracting.gov/docs/CWC_FinalReport-lowres.pdf) (accessed 8 November 2011).

<sup>5</sup> General Military Law, U.S.C, Title 10, § 101(a)(13) (1992).

<sup>6</sup> E. Cory Yoder, "MN3318 - Contingency Contracting Basics" (presentation, Naval Postgraduate School, Monterey, CA, July 12, 2011).

than war (MOOTW). Basically, contingency contracting is the process by which essential supplies and services are obtained to support military forces. This can be during a declared war or during peacetime and can take place either in the Continental United States (CONUS) or outside the Continental United States (OCONUS.)

A contingency environment can be classified as either mature or immature. A mature environment characterized by a sophisticated infrastructure capable of supporting and sustaining operations for extensive periods of time. It can have all or a combination of the following characteristics: legal framework, host-nation agreements, financial networks to support complex transactions, vigorous transportation systems, business capacity, capability, and a willingness to interact.<sup>7</sup> A mature environment has mechanisms available, which support the capability to quickly adapt to changing requirements and priorities. It often consists of vendors and suppliers who have prior contracting experience with the U.S. government and who can comply with Federal Acquisition Regulation (FAR) requirements. In contrast, an immature contracting environment is one lacking the support infrastructure described above. Immature environments may require “work arounds” in order for forces/contractors to leverage capability and may require “grooming” to bring the infrastructure up to desired operational standards.<sup>8</sup>

While no two contingency contracting operations are exactly alike, they will fall into one or more of the four typical phases of a contingency: Phase I–Mobilization/Initial Deployment; Phase II–Buildup; Phase III–Sustainment; and/or Phase IV–Termination/Redeployment.<sup>9</sup> There is also a newly adopted “Phase Zero” which deals with the planning, shaping, and exercising of a contingency operation.<sup>10</sup> Depending on which phase a contingency operation is in will help CCOs determine their resources and help them prepare for the requirements needed to fulfill mission support. It is important

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<sup>7</sup> Yoder, “MN3318.”

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

<sup>10</sup> E. Cory Yoder, *Phase Zero Operations for Contingency and Expeditionary Contracting—Keys to Fully Integrating Contracting Into Operational Planning and Execution*. Sponsored Research Report NPS-CM-10–160, Naval Postgraduate School, 2010.

to note that not all operations will follow the particular sequence detailed below; a location may be in a hybrid phase based on various factors—including, but not limited to, operational environment, mission adjustments and personnel surges.

### **1. Phase I – Mobilization and Initial Deployment**

The mobilization and initial deployment phase of an operation, normally the first 30–45 days, can be one of the most stressful and confusing environments a CCO will face. The need to award contracts quickly upon arrival is usually imperative to the mission. The main emphasis during this stage is on basic life-support and security requirements. This includes the creation, establishment, or acquisition of: food, water, shelter, utilities, transportation, fuel, sanitation, interpreters and guides, and security.

A CCO expected to deploy during this phase of a contingency can plan ahead and obtain access to sample documents needed for forming and administering contract awards. These documents include statements of work, logs of available contract numbers, contract forms, and award checklists. CCOs must remain flexible, as the number of available contracting personnel during this phase of a contingency is limited. The predominant types of contract vehicles used during this phase of a contingency operation are Standard Form 44s (SF 44) with cash payments; government-wide commercial purchase cards; and blanket purchase agreements (BPAs). In addition, SF 44s act as an all-in-one order: invoice and payment voucher with cash payments.

### **2. Phase II – Buildup and Stabilization**

The buildup phase of a contingency operation, normally from day 45 onward, generally involves a continuation of the initial deployment phase. The main body of troops to support the mission will arrive, along with additional contracting personnel; however, the number of new contracting personnel may not seem proportionate to the number of troops needing support. Again, the main focus is likely to be basic life-support and security requirements, with additional priority for: construction and infrastructure, habitability, heavy equipment, quality-of-life items (audio/visual items,



gym equipment, etc.), and office equipment. During this phase, CCOs should focus on establishing a solid and reliable vendor base. This is when there is normally a shift from a “push” to a “pull” support strategy.<sup>11</sup>

### **3. Phase III – Sustainment (Post-Buildup until Termination)**

The sustainment phase of a contingency operation runs from the end of the buildup stage through the point that redeployment begins. Contracting activities will continue to focus on life-support and quality-of-life requirements; however, an increased focus will be given to providing permanent facilities and equipment, office supplies, and discretionary services. The main priority of a CCO and his or her support team is establishing long-term, indefinite delivery indefinite quantity (IDIQ) contracts and BPAs that consolidate requirements, thus benefiting from economies of scale and reducing costs. Improving contract files and documentation is crucial, as internal controls are established to minimize waste and abuse. During this phase, the contracting team also focuses on seeking increased competition in its vendor base and on transitioning the workload for the next round of contracting personnel for termination and redeployment.<sup>12</sup>

### **4. Phase IV – Termination and Redeployment**

Phase IV is characterized by an urgency to prepare the troops to return home or to deploy forward to other areas. The CCO will continue to focus on life-support contracts throughout the duration of the mission. This is a particularly challenging phase. Contracting personnel will shift priorities towards packing and freight services, and transportation, and they will be required to terminate and/or closeout existing contracts and orders. This includes ensuring final payment to contractors and closing any open issues associated with their contracts. Overall, Phase IV events should complement the overall exit strategy.

During all of these phases, meanwhile, CCOs are responsible for maintaining accurate and complete contract files in a complex and high-threat environment, while

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<sup>11</sup> Yoder, “MN3318.”

<sup>12</sup> Yoder, “MN3318.”

constantly adapting to new procedures, new technology, and new demands. These requirements become even more complicated, and the threat environment often increases, when CCOs are deployed to support USSF teams on the front lines.

## **5. Phase Zero - Planning, Exercising, and Shaping**

Members of the contracting community are only just beginning to incorporate a Phase Zero as the first phase of a contingency operation. Phase Zero has not yet been incorporated into doctrine, more than likely will be included in the near future. Phase Zero refers to the planning, exercising, and shaping phase. It defines specific actions and elements for integrative planning. Phase Zero includes OPLAN and CONPLAN design, exercise, review, and analysis. It also involves analyzing and integrating stakeholders.<sup>13</sup> The main goal for Phase Zero is to put many contracting mechanisms into place or at least start them *before* Phase I begins. Phase Zero is the Pre-Mission Training phase for contracting.

### **C. THE CURRENT STATE OF UNITED STATES ARMY CONTINGENCY CONTRACTING**

In September 2007, the Secretary of the Army established an independent Commission on Army Acquisition and Program Management in Expeditionary Operations to review the lessons learned in recent operations and provide forward-looking recommendations to ensure that future military operations achieve greater effectiveness, efficiency, and transparency. The commission released its report, “Urgent Reform Required: Army Expeditionary Contracting,” more commonly referred to as the “Gansler Commission” on October 31, 2007. In 2008, Congress established the Commission on Wartime Contracting in Iraq and Afghanistan (CWCIA), which released an interim report, “At What Cost? Contingency Contracting in Iraq and Afghanistan,” in June 2009. The CWCIA released its final report, “Transforming Wartime Contracting: Controlling Costs Reducing Risks in August 2011. Both of these commissions identified numerous concerns and areas for reform in the contingency contracting arena.

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<sup>13</sup> E. Corey Yoder, “MN3318 Contingency & Expeditionary Contracting Phase Zero Operations” (presentation, Naval Postgraduate School, Monterey, CA, August 9, 2011).

The Gansler commission was one of, if not the first comprehensive study aimed at the contingency contracting processes undertaken in support of the Global War on Terror (GWOT). The Gansler commission found:

- The expeditionary environment requires more trained and experienced military officers and non-commissioned officers (NCOs). Yet, only 3 percent of Army contracting personnel are active duty military and there are no longer any Army contracting career General Officer (GO) positions.
- The Army's acquisition workforce is not adequately staffed, trained, structured, or empowered to meet the Army needs of the 21st Century deployed warfighters. Only 56 percent of the military officers and 53 percent of the civilians in the contracting career field are certified for their current positions.
- Notwithstanding a seven-fold workload increase and greater complexity of contracting, the Institutional Army is not supporting this key capability.
- Notwithstanding there being almost as many contractor personnel in the Kuwait/Iraq/Afghanistan Theater as there are U.S. military, the Operational Army does not yet recognize the impact of contracting and contractors in expeditionary operations on mission success.
- What should be a core competence—contracting (from requirements definition, through contract management, to contract closeout)—is treated as an operational and institutional side issue<sup>14</sup>

A large portion of the Gansler commission focused on reforms needed at the organizational and policy levels. The report identified four recommended actions based on its findings:

- Increase the stature, quantity, and career development of the Army's Contracting Personnel, Military and Civilian (Especially for Expeditionary Operations)
- Restructure Organization and restore Responsibility to facilitate contracting and contract management in expeditionary and CONUS operations.
- Provide Training and Tools for overall contracting activities in expeditionary operations.

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<sup>14</sup> United States Army, *Urgent Reform Required: Army Expeditionary Contracting, Commission on Army Acquisition and Program Management in Expeditionary Operations, "Gansler Report"* (October 31, 2007), 2. [http://www.army.mil/docs/Gansler\\_Commission\\_Report\\_Final\\_071031.pdf](http://www.army.mil/docs/Gansler_Commission_Report_Final_071031.pdf) (accessed 8 November 2011).

- Obtain Legislative, Regulatory, and Policy assistance to enable contracting effectiveness in expeditionary operations<sup>15</sup>

Overall, the Gansler commission identified contracting recommendations for the Army as a whole.

For its part, the CWCIA focused its first interim report on the contingency contracting practices in Iraq and Afghanistan. A main part of its mandate was to “survey and assess—but not re-create—the work of others who have examined contracting issues,” such as the Gansler commission.<sup>16</sup> The interim report issued by the CWCIA examined the following issues: a) Management and Accountability, b) Logistics, c) Security, and d) Reconstruction.

While the Army has instituted changes to address shortcomings identified in the Gansler commission, the CWCIA interim report, published nearly two years later, identifies many of the same issues. In its final report, the CWCIA found:

- Agencies over-rely on contractors for contingency operations.
- ‘Inherently governmental’ rules do not guide appropriate use of contractors in contingencies.
- Inattention to contingency contracting leads to massive waste, fraud, and abuse.
- Looming sustainment costs risk massive new waste.
- Agencies have not institutionalized acquisition as a core function.
- Agency structures and authorities prevent effective interagency coordination.
- Contract competition, management, and enforcement are ineffective.
- The way forward demands major reforms<sup>17</sup>

Neither of these reports specifically addresses Special Operations, with the exception of a brief mention by the Gansler commission of the United States Special

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<sup>15</sup> United States Army, Gansler Report, 5.

<sup>16</sup> Department of Defense, *At what cost?—Contingency contracting in Iraq and Afghanistan*, Commission on Wartime Contracting in Iraq and Afghanistan, First Interim Report, (2009, June), 4. [http://www.wartimecontracting.gov/docs/CWC\\_Interim\\_Report\\_At\\_What\\_Cost\\_06-10-09.pdf](http://www.wartimecontracting.gov/docs/CWC_Interim_Report_At_What_Cost_06-10-09.pdf) (accessed 8 November 2011).

<sup>17</sup> Department of Defense, *Transforming Wartime Contracting*, 5.

Operations Command (USSOCOM) Contingency Contracting Cell (KCC). The Gansler commission identified the KCC “as a useful example of how to meld the contracting functions with the warfighters to ensure the successful accomplishment of the overall mission.”<sup>18</sup> The CWCIA ‘s final report has one brief mention of Special Operations with regard to Village Stability Operations (VSO) and the contracting for civilian agricultural teams.<sup>19</sup>

Both of the commissions identified a lack of adequately trained contracting personnel, especially CCOs. Each of the commissions also addressed the need for increased training of Contracting Officer Representatives (COR).

A COR is an important member of the acquisition workforce, especially in a contingency contracting environment. Authorized contracting officers appoint a COR (in writing), to perform a number of contract administration and oversight duties. Many CORs perform their contracting roles as an additional duty and receive very little, if any, training. Until recently, Special Operations Forces in Afghanistan at the Advanced Operation’s Base (AOB) level and below did not receive formal COR training. COR training became important following the publication of the Gansler Commission report, but as the CWCIA commission notes, “there is a general lack of COR training, insufficient time for military CORs to perform duties, and improper alignment of COR skills to the types of service contracts they are required to monitor.”<sup>20</sup> Furthermore, COR training was often conducted after arrival in theater and was difficult for some soldiers to do due to slow Internet connectivity at their remote locations.

Although the above reports do not address Special Forces specifically, USSF units operate under the same contracting laws as the conventional Army. Contingency contracting within Army Special Operations has been addressed in literature, but to date, very little has been aimed at the tactical level. At the Special Operations Task Force (SOTF) and below, there has been little support with few CCOs assigned to directly assist

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<sup>18</sup> United States Army, Gansler Report, 24.

<sup>19</sup> Department of Defense, *Transforming Wartime Contracting*, 134.

<sup>20</sup> Department of Defense, *At what cost?*, 9.

tactical level commanders with the contracting side of their mission. In 1999 Major Eric C. Wagner published an article for *Army Logistician* entitled “Contingency Contracting for a Special Forces Group,” in which he identifies the need for a CCO at the Special Forces Group level.<sup>21</sup> In the wake of the Gansler Commission report and the CWCIA’s first interim report, USASOC established the 905th Contingency Contracting Battalion in 2009. To date, the 905th has established at least four contingency contracting teams, consisting of “a major, a captain, a sergeant first class and a staff sergeant” assigned to each of the Special Forces groups. However, this does not address the need for contracting personnel at the tactical level.

So, the questions remain: how much emphasis on contracting needs to be incorporated into pre-mission training? Who needs to be identified as a COR? And how much training do these CORs need to receive? Both the Gansler commission and the CWCIA reports identified the need for better COR training across the Army, but neither addresses the unique missions required by U.S. Special Operations Forces.

In September 2010, General Petraeus issued COMISAF’s COIN Contracting Guidance. This guidance focuses on an ‘Afghan First’ initiative and calls for a population–centric approach to contracting. The contracting procedures for United States Special Forces have undergone numerous changes in Afghanistan over the past nine years. Special Forces have a different mission in Afghanistan than conventional forces, but when it comes to contracting, the same rules apply.

#### **D. SUMMARY**

This chapter defined contingency contracting and provided an overview of the current state of contracting in the U.S. Army. For 236 years, the United States has been contracting out logistical support for its military forces. As long as the military goes to war, warfighters will need the support of the contingency contractor. Recent studies have shown that contingency contracting has numerous areas that need reform. USSF must

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<sup>21</sup> Eric C. Wagner, “Contingency Contracting for a Special Forces Group,” *Army Logistician* 31, issue 3 (1999). <http://www.almc.army.mil/alog/issues/MayJun99/MS333.htm> (accessed 8 November 2011).

also address these, especially since USSF will continue to be the tip of the spear for many of the nation's future contingencies. The next chapter will take a look at the current guidance for COIN contracting.

## II. MONEY AS A WEAPON SYSTEM: COUNTERINSURGENCY CONTRACTING IN AFGHANISTAN

### A. COIN CONTRACTING GUIDANCE

According to the *Money as a Weapons System Handbook*, “unit leaders who use proactive management controls to provide timely and accurate funding to warfighters are paramount to success or failure on the COIN battlefield.”<sup>22</sup> On 8 September 2010, General David H. Petraeus issued the COMISAF’s Counterinsurgency (COIN) Contracting Guidance. He makes it very clear that “contracting has to be ‘Commander’s business.’”<sup>23</sup> He applauds the Afghan First initiative and encourages ISAF to ensure that the huge amount of money spent on contracts is spent wisely and meets long-term objectives in Afghanistan. The guidance encourages practices such as Afghan First, which has spurred economic development in Afghan businesses like the Kabul Milli Boot Factory and the ANA Sewing Factory.

The COMISAF COIN Contracting Guidance provides operational guidance consistent with FM 3–24, Counterinsurgency, which states that “some of the best weapons for counterinsurgents do not shoot.”<sup>24</sup> Paragraph 1–153 of FM 3–24 states: “Particularly after security has been achieved, dollars and ballots will have more important effects than bombs and bullets. This is a time when ‘money is ammunition.’”<sup>25</sup> GEN Petraeus provides guidance on the proper use of money in contracting in the preface of the COMISAF COIN Contracting Guidance:

The scale of our contracting efforts in Afghanistan represents both an opportunity and a danger. With proper oversight, contracting can spur economic development and support the Afghan government’s and ISAF’s campaign objectives. If, however, we spend large quantities of

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<sup>22</sup> Center For Army Lessons Learned, 3.

<sup>23</sup> David H. Petraeus, “COMISAF’s Counterinsurgency (COIN) Contracting Guidance,” memorandum for the Commander’s, Contracting Personnel, Military Personnel, and Civilians of NATO ISAF and U.S. Forces, (Afghanistan, Kabul, Afghanistan, September 8, 2010), 1.

<sup>24</sup> United States Army, *Counterinsurgency*, FM 3–24 (Washington, D.C: Headquarters Department of the Army, December 15, 2006), 1–27.

<sup>25</sup> *Ibid.*



international contracting funds quickly and with insufficient oversight, it is likely that some of those funds will unintentionally fuel corruption, finance insurgent organizations, strengthen criminal patronage networks, and undermine our efforts in Afghanistan.

In view of these points, contracting has to be “Commander’s business.” Indeed, I expect Commanders to consider the effects of our contract spending and understand who benefits from it. We must use intelligence to inform our contracting and ensure those with whom we contract work for the best interests of the Afghan people. We must be better buyers and buy from better people.<sup>26</sup>

The COMISAF COIN Contracting Guidance also provides some specific guidance that should be followed, consistent with NATO and national contracting laws and regulations:

- Understand the role of contracting in COIN.
- Hire Afghans first, buy Afghan products, and build Afghan capacity.
- Know those with whom we are contracting.
- Exercise responsible contracting practices.
- Integrate contracting into intelligence, plans, and operations.
- Consult and involve local leaders.
- Develop new partnerships.
- Look beyond cost, schedule, and performance.
- Invest in oversight and enforce contract requirements.
- Act.
- Get the story out.<sup>27</sup>

GEN Petraeus ends his COIN Contracting Guidance with the following:

We must improve our contracting practices to ensure they fully support our mission. However, we must also recognize what our contracting has accomplished. Our contracting efforts have sustained widely dispersed and high tempo operations and helped build Afghan national security capacity. Our contracting has also improved the lives of many Afghans, enhanced

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<sup>26</sup> Petraeus, “COMISAF’s Counterinsurgency,” 1.

<sup>27</sup> Ibid.

infrastructure, delivered essential services, supported local businesses, increased employment, and fostered economic development.<sup>28</sup>

Since the issuing of COMISAF's COIN Contracting guidance, ISAF has developed and implemented plans to establish new procurement and contract execution standards that do not benefit the enemy. A number of investigative units, such as the Major Crimes Task Force were established to target illicit financial activity. ISAF also created a process to vet vendors and further prevent the awarding of contracts to contractors known to be involved in criminal activity or tied to the enemy. This vetting process helped debar or suspend 10 prime contractors with ties to criminal networks or the insurgency. In his written testimony to the CWCIA, Richard Ginman, the Deputy Director of Defense Procurement and Acquisition Policy, cited a number of ISAF successes to include: "the disarmament of 54 of 57 illegal personal security corporations, and 81 ongoing investigations of \$6.1B in contracts. Other sanctions imposed include 35 criminal convictions, \$5M in fines, \$3M in restitution, and \$3M in seized or forfeited property."<sup>29</sup>

Ginman also addresses the Afghan First program stating that it is:

... another prominent initiative designed to ensure greater control of our spending by doing business with promising Afghan companies in targeted economic sectors, including textiles and construction materials. It has so far produced some very encouraging results. For example, the Afghan National Security Forces (ANSF) in FY2010 benefitted from \$220M in high quality clothing and individual equipment manufactured by 11 local Afghan vendors, which employ roughly 5,000 Afghans. Additionally, ANSF orders for manufactured commodities (e.g., furniture, tents, CONEXes) under the Afghan First program totaled \$140M in FY2010, which will create new Afghan businesses with 16 local vendors, employing approximately 1,800 Afghans. As the Afghan First initiative continues to expand, it will help generate the necessary momentum towards building a self-sustainable market demand in Afghanistan.<sup>30</sup>

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<sup>28</sup> Petraeus, "COMISAF's Counterinsurgency," 1.

<sup>29</sup> Richard T. Ginman, Statement to The Commission on Wartime Contracting In Iraq and Afghanistan (CWCIA), *Ensuring Contractor Accountability: Past Performance and Suspension & Debarment* Hearing, February 28, 2011, 9, [http://www.wartimecontracting.gov/docs/hearing2011-02-28\\_testimony-Ginman.pdf](http://www.wartimecontracting.gov/docs/hearing2011-02-28_testimony-Ginman.pdf) (accessed November 15, 2011).

<sup>30</sup> *Ibid*, 10.

## **B. SUMMARY**

This chapter reviewed COMISAF's guidance for COIN Contracting. Spending enormous amounts of money in a COIN environment has many benefits and can help solve many problems, but the United States must make greater efforts to ensure the money is spent wisely and in a manner that will return long term positive effects for the betterment of Afghanistan while avoiding wasteful spending. As the U.S. military prepares to reduce the number of troops, it is very likely that Special Operations, especially Special Forces, will assume an even greater role as the United States continues to support the GIROA. For this reason, USSF needs to prepare for a shift and possible increase in the amount of contracting it will need. The next chapter will look at how USSF, in particular, is employing money as a weapon system.

### III. UNITED STATES SPECIAL FORCES EMPLOYMENT OF MONEY AS A WEAPON SYSTEM

#### A. OVERVIEW

Today's constantly changing environment continues to place members of the U.S. Army Special Operations Command (USASOC) in expeditionary environments that are likely to involve high numbers of contingency contracting personnel, often from the host nation. In his Congressional Research Service (CRS) report, Steve Bowman writes that "Special Operations Forces play an essential role in COIN in Afghanistan, through direct action against insurgent leaders."<sup>31</sup> USSF, in particular, have been the driving force in the training and advising of elite Afghan Commando units, and more recently, they have employed Village Stability Operations (VSO) which "employ a bottom-up methodology that strengthens and stimulates village social structures to provide security, enable development, and nurture local governance."<sup>32</sup>

At the tactical level, the core element of USSF is the Operational Detachment Alpha (ODA). An ODA consists of 12 Special Forces soldiers with unique skill sets, and the detachment is capable of operating independently. Typically, six ODAs are managed and supported by an Advanced Operations Base (AOB). Three to four AOBs are then managed and supported by a Special Operations Task Force (SOTF). In Afghanistan, ODAs have typically operated out of remotely located firebases and partnered with units from the Afghan National Army (ANA) and the Afghan National Police (ANP). More recently however, many ODAs have shifted their focus and have begun conducting VSO. AOBs still operate from firebases, many located within larger Forward Operating Bases (FOB) run by conventional forces. In the case of Southern Afghanistan, Special Operations Task Force–Kandahar (SOTF-KAF) used to be responsible for Special

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<sup>31</sup> U.S. Library of Congress, Congressional Research Service, *War in Afghanistan: Strategy, Military Operations, and Issues for Congress*, by Steve Bowman and Catherine Dale, CRS Report RL40156 (Washington, DC: Office of Congressional Information and Publishing, June 8, 2010), 32.

<sup>32</sup> Brian Petit, "The Fight for the Village: Southern Afghanistan, 2010," *Military Review*, (May–June, 2011), 27, [http://usacac.army.mil/CAC2/MilitaryReview/Archives/English/MilitaryReview\\_20110630\\_art007.pdf](http://usacac.army.mil/CAC2/MilitaryReview/Archives/English/MilitaryReview_20110630_art007.pdf) (accessed November 15, 2011).

Operations in Regional Command (RC) South, but more recently was split into two SOTFs: the Special Operations Task Force–South (SOTF–SOUTH) which operates from Camp Brown in Kandahar Airfield and SOTF-SE, located at Forward Operating Base (FOB) Ripley. In addition to ODAs, a SOTF is also responsible for Civil Affairs (CA) and Military Information Support Operations (MISO) teams. These CA and MISO teams usually work alongside the AOBs and ODAs. It is important to note that a SOTF can also be manned by units from a Naval Special Warfare Group and/or Marine Special Operations Regiment. However, this thesis will focus primarily on USSF and use SF terminology.

Each ODA, AOB, CA team, MISO team, and the SOTF itself have unique needs requiring contractor support. This support is typically managed through the SOTF Support Center (SUPCEN) which consists of the Headquarters Support Company (HSC), Service Detachment, and the S4 Shop. The approval for all contracts however, comes from the contingency contracting cell located within the Combined Joint Special Operations Task Force-Afghanistan (CJSOTF–A), which is the higher headquarters for SOTF–SOUTH. Additionally, some contracts fall under the purview of United States Forces–Afghanistan (USFOR–A) and through the Logistics Civil Augmentation Program (LOGCAP).

This thesis does not fully explore the exact structure and details for all of the contracting mechanisms in Afghanistan. Instead, it focuses on how tactical level teams and the average COR and/or ODA commander looks at MAAWS. Simply stated, they view money as either coming from an internal source, the CJSOTF, or from an external source, the “Big Army,” namely USFOR–A or LOGCAP.

The ways that USSF currently employs MAAWS are broken down into the following categories: CJSOTF–A, USFOR–A, and LOGCAP. These categories are the basic three sources of funding that the average Special Forces Soldier identifies with when they have to manage a current contract or start the process for a new one. This chapter will discuss contingency contracting involving: Operations and Maintenance (O&M), Construction, Services, Systems Support, Equipment Fielding, Operations Funds (OPFUND), and Afghanistan Security Forces Funds. One very important way in which

USSF employs MAAWS is through the Commander's Emergency Response Program (CERP). CERP is a program designed to give commanders the ability to "respond with a nonlethal weapon to urgent, small-scale, humanitarian relief, and reconstruction projects and services that immediately assist the indigenous population and that the local population or government can sustain."<sup>33</sup> CERP by itself is an enormous topic and will not be discussed in detail as it does not fall within the scope of this thesis. However, many of the ideas explored here have the potential to be applied to CERP as it involves many of the concepts dealing with contingency contracting.

## **B. CJSOTF LEVEL**

The CJSOTF manages a variety of contracts that fall under the authority and contracting framework of USSOCOM. Construction, Systems Support, Specialized Services, Equipment Fielding, Afghanistan Security Forces Funds, and OPFUNDs are the major types of contracts that are approved and managed at the CJSOTF level.

The majority of the USSOCOM-warranted CCOs responsible for CJSOTF contracts work out of the contracting cell at the CJSOTF which is headquartered at Bagram Airfield in Afghanistan. Major Wyeth Anderson, a former SOTF-SOUTH CCO, in a phone conversation with the author, explained that in the summer of 2010, a CCO was also assigned to work at SOTF-SOUTH and SOTF-SE.<sup>34</sup> These CCOs must designate, in writing, CORs located at the AOB, and ODA levels to assist them with the managing of their contracts. Within a SOTF, the S4 is usually the person in charge of coordinating between the CORs and CCOs. Additionally, the S4 often serves as a COR himself and helps manage many of the contracts that are in place for the SOTF headquarters. Since the assigning of CCOs to the SOTFs, the S4 has been freed up from having to coordinate much of the contracting.

There is always a demand for construction. Whether this is for a new firebase, increasing the capacity of an old firebase, or converting temporary structures to more permanent ones, USSF units always need construction contracts. While most of the

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<sup>33</sup> Center For Army Lessons Learned, 13.

<sup>34</sup> Wyeth S. Anderson, phone conversation with the author, December 7, 2011.

construction contracts SF teams require are designed to benefit them, these contracts have a secondary effect of benefiting the local economy in the village or district in which the USSF team operates. They can help the team build rapport with the people they are here to assist. Some examples would be the building of a cement helicopter landing pad, the construction of covered carports to protect vehicles from the elements, and the building of a better medical facility.

Systems Support is another large area where USSF relies on contractor support. Increasingly complex vehicles, such as the Ground Mobility Vehicle (GMV) and the Mine Resistant Ambush Protected (MRAP) family of vehicles, and the different weapon systems unique to SOF require the expertise of civilian contractors for training and maintenance of these systems. ManTech, BAE Systems, Kongsberg Defence & Aerospace, and L-3 are a few of the companies that currently provide Field Service Engineers (FSE) and Field Service Representatives (FSR) to units under USSCOCOM. ManTech provides maintenance support for the GMV and MRAP vehicles. BAE Systems provides training on the operation of the GMV, the MRAP, and many of the surveillance systems mounted on these vehicles. Kongsberg Defence & Aerospace was recently awarded a contract to provide installation, repair, and training on remote weapons stations such as the Common Remotely Operated Weapon System (CROWS). L-3 provides many of the communications systems in use by USSF units.

There are also many specialized services that contractors provide USSF units. Probably the most important service comes from interpreters. Every ODA, AOB, CA and MISO team, and the SOTF Headquarters rely on interpreters in order to communicate with the local Afghans. Interpreters are also critical for negotiating contracts with local Afghan companies. Interpreters are divided into three categories. Category I interpreters are usually local nationals who were originally hired by USSF units. The USSF units managed the payment of these interpreters. In the last few years, however, these interpreters have become employees of larger contracting companies such as Titan, and the USSF units are no longer responsible for payment of their interpreters. Category II and III interpreters are mostly American citizens and possess higher security clearances.

These interpreters are hired through different contracts than Category I interpreters. The S2 shop in a SOTF typically coordinates with the USSF teams for the hiring and management of these interpreters.

ODAs traditionally operated out of firebases, but the majority of them are now living in local villages where they conduct VSO. Between April 2010 and March 2011 the number of VSO locations increased from five to 46.<sup>35</sup> Whether operating from a firebase or from a compound located in an Afghan village, USSF teams often rely on private security contracts and the contracting of Afghan Security Guards (ASG) for security and base defense. During the period from March through September 2011, SOTF-SE was managing at least seven contracts for ASG.<sup>36</sup> These contracts are extremely important. The ASG contracts are often complicated as they share characteristics with the personal security contracts, such as those with Blackwater, that have surfaced in the news over the past few years. However, worth noting, is that these contracts for ASG are defensive in nature, they are awarded to local nationals, and they are used primarily for base defense and some limited convoy security. USSF units go to great lengths to ensure that ASG are used correctly.

Probably one of the most common ways USSF use MAAWS is through OPFUNDs, which are issued to each ODA, AOB, and the SOTF Headquarters. The purpose of the OPFUND is to allow units to purchase services and materials in small quantities that are deemed mission essential and are needed quickly. These services and materials are generally not provided through other contracts or the logistical supply system. Each unit that is issued an OPFUND must designate a Paying Agent (PA) and a Field Ordering Officer (FOO). Each FOO and PA must attend mandatory training to ensure they understand how to manage the funds they are issued. The FOO is responsible for identifying needs and sources to fulfill those needs. The PA manages the funds and may be held financially liable for all funds entrusted to him/her. A FOO and PA are required to document each and every purchase through the SF 44 (U.S. Government

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<sup>35</sup> Donald C. Bolduc, "The Future Of Afghanistan," *Special Warfare*, 24, no. 4 (October–November–December 2011).

<sup>36</sup> Wyeth S. Anderson, e-mail message to the author, December 6, 2011.



Purchase Order-Invoice-Voucher). When clearing the OPFUND, a FOO and PA first clear through their SF 44s through their CCO who will provide a memorandum certifying them. After clearing contracting, the OPFUND is cleared through the resource manager and then finally through the finance offices. In Afghanistan, OPFUNDs are generally cleared every other month at which time new funds are drawn, but if a team exhausts an OPFUND earlier, it may clear the funds and draw additional funds. This, of course, is subject to approval.

### **C. USFOR-A LEVEL**

Within the past couple of years some of the support contracts that USSF units relied on and that fell under the USSOCOM contracting framework have transferred over to management by USFOR-A and fall under the CCOs assigned to award and manage them. The majority of all contracts are still managed through the CJSOTF, but just like anything else, there are always exceptions. For example, in 2009 some of the contracts at SOTF-KAF were awarded through the Regional Contracting Center (RCC) in Kandahar, which falls under UFSOR-A. The SOTF was responsible for coordinating with CJSOTF CCOs and USFOR-A CCOs.<sup>37</sup> Some of the contracts affected by this change dealt with the rental of non-tactical vehicles (NTV) and heavy equipment.

USSF units in Afghanistan also rely heavily on contracts for the ground transportation (trucking) of fuel, food, water, supplies, and equipment. The majority of these contracts are well established and the actual contracting functions are transparent to the users. In the example of ground transportation in Southern Afghanistan, contracts with different vendors are already in place and managed by the RCC. Units such as SOTF-SOUTH simply have to request the transportation and provide the details, and the office responsible for managing the trucking takes care of the rest. Sometimes, however, USSF units have special requirements causing them to have to go beyond the terms of a contract already in place and a new contract has to be written and awarded. There are times when a SOTF can benefit from a contract that exists outside of the CJSOTF sphere of influence. This, however, is not the norm and is handled on a case-by-case basis.

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<sup>37</sup> Daniel Azzone, telephone conversation with the author, November 20, 2011.

#### **D. LOGCAP**

The LOGCAP is designed to assist the Army with logistics, engineering, and construction projects during a contingency. To increase efficiency and the combat-to-support force ratio, U.S. forces shifted previously completely organic combat service support to a logistics plan predicated upon contracted, civilian support for life support services.<sup>38</sup> The LOGCAP contract is the Army's largest contract and, until recently with the move towards VSO, just about every USSF unit in Southern Afghanistan received some type of service under the LOGCAP contract.

Many of the O&M related contracts fall under LOGCAP. When ODAs were operating primarily out of remotely located firebases, many of their generators, and buildings, and the plumbing and electrical grids were maintained through the LOGCAP. Under LOGCAP III, Kellogg, Brown, and Root (KBR) provided these services through a ring route system. KBR workers would travel to the firebases, usually once a month, to service anything listed on their density list. CORs at each location could also submit work requests through the SOTF SUPCEN who would then coordinate with LOGCAP to schedule additional times, outside of the normal ring route schedule, for the contractor to visit the firebase and complete the work order.

The AOBs and SOTF-KAF also received services under the LOGCAP. These services generally involved more than the ring route locations because the AOB locations and Camp Brown, the SOTF-KAF location, were tied into large FOBs which also received services from LOGCAP.

Starting in 2010, LOGCAP III began to transition to LOGCAP IV and Dyncorp replaced KBR as the LOGCAP service provider in Kandahar. This transition was initially complicated for SOTF-KAF as Dyncorp was no longer going to use the ring route service schedule. However, these complications were short lived as ODAs transitioned from operating out of firebases to VSO.

LOGCAP remains important and provides many services to the AOBs and the SOTF. The SOTF, additionally, will turn to LOGCAP for emergency work orders

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<sup>38</sup> Center for Army Lessons Learned, 33.

especially for electrical and plumbing issues. Following an Inspector General Assessment of Electrical Safety in Afghanistan in July 2009, Camp Brown was identified as having a number of electrical deficiencies.<sup>39</sup> The deficiencies identified were in buildings not maintained through LOGCAP. But, in order to make the buildings safe, an emergency work order was placed and KBR inspected and performed temporary fixes. As Dyncorp took over the LOGCAP contract in the transition from LOGCAP III to IV, it provided permanent fixes to the deficiencies.

## **E. SUMMARY**

This chapter provided an overview of how USSF units employ MAAWS in Afghanistan. The SOTF and its subordinate units in Southern Afghanistan were used as examples, but MAAWS is similarly used by USSF units throughout Afghanistan and Iraq. From the tactical level view, contracts belong to one of three categories: CJSOTF-A, USFOR-A, and LOGCAP. These three categories describe more or less where the authority for a contract comes from. In the example of SOTF-KAF, the SUPCEN at Camp Brown is required to facilitate contracts and provide CORs for three different contracting centers. This often created confusion and lengthened the time it took for contracts to go through. Recently, SOTF-KAF was split into SOTF-SOUTH and SOTF-SE and CCOs were assigned to each. In the next chapter, this thesis will look at the friction areas between contracting guidance and the ways in which USSF are employing MAAWS.

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<sup>39</sup> United States Department of Defense Inspector General, "Assessment of Electrical Safety in Afghanistan," Report No. SPO-2009-005 (Arlington, VA: Department of Defense Office of Inspector General, 2009), 5-7. [http://www.dodig.mil/spo/Reports/D2009-SPO-005%20FINAL\\_web.pdf](http://www.dodig.mil/spo/Reports/D2009-SPO-005%20FINAL_web.pdf).

## **IV. AREAS OF FRICTION BETWEEN GUIDANCE AND EMPLOYMENT: PAST, PRESENT, AND FUTURE.**

“fric’tion, n. 1. rubbing of one object against another, 2. conflict”

–Webster’s New Pocket Dictionary

### **A. OVERVIEW**

When looking at the guidance for COIN contracting and how USSF are employing MAAWS, one can identify areas of friction. According to Webster’s, friction can be defined as “conflict.”<sup>40</sup> For the purposes of this thesis, an area of friction exists where there is likely conflict between guidance about how to employ COIN contracting and how tactical level commanders actually employ MAAWS. These areas of friction can be viewed through the lenses of the past, present, and future. Past areas of friction either disappear or are mitigated and provide valuable lessons learned. Present areas of friction are those that spark conflicts that need to be addressed now. And future areas of friction are those that can be foreseen and mitigated through prior planning. This chapter will identify some of the past, present, and future areas of. Recommendations for how to reduce and/or eliminate these areas of friction will be presented in Chapter V.

### **B. LACK OF TRAINING**

Three of the points identified in ISAF’s guidance on COIN contracting are: “Understand the role of contracting in COIN;” “Exercise responsible contracting practices;” and “Invest in oversight and enforce contracting requirements.”<sup>41</sup> The LOGCAP contract is the largest Army contract. LOGCAP provides basic services to bases depending on the size of the base and the number of personnel assigned to a location.<sup>42</sup> Under LOGCAP III, in Southern Afghanistan, KBR was providing ring route services to just about every firebase under SOTF-KAF. In a phone conversation with Major Daniel Azzone, a former S4 for SOTF-KAF, he explained that the lack of any

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<sup>40</sup> Webster’s New Pocket Dictionary, s.v. “Conflict.”

<sup>41</sup> Petraeus, “COMISAF’s Counterinsurgency,” 1.

<sup>42</sup> Center For Army Lessons Learned, 33.

trained contingency contracting personnel at the SOTF, poorly trained CORs at each location, and a general lack of knowledge about using LOGCAP within the SOTF SUPCEN created a lot of friction when LOGCAP support was needed.<sup>43</sup> Overall, the exact role that LOGCAP played was often misunderstood and it often took a very long time to get things fixed. Firebases, to include Camp Brown, had generators and buildings on the KBR density list, as well as generators and buildings not on the density list. This made it difficult when a contractor would visit a location to service a generator or fix an electrical or plumbing problem in a specific building, but could not perform the same services on a different generator or building because it was not on the density list. From a USSF operator perspective, a contracted electrician is a contractor who can fix electrical problems. There is very little understanding, even among CORs, about how contracting task orders are executed and which contractors if any are responsible for what services.

I will categorize this area of friction as past or historical, because the majority of USSF teams in Afghanistan are now conducting VSO, and LOGCAP support at these locations is not needed. But, at the locations co-located with FOBs, like Camp Brown, and on the permanent firebases that are still being occupied, friction still exists. In the conversation with Major Azzone, he noted that this friction is especially high when USSF units are replaced by new units and the new leadership is forced to learn how LOGCAP works through “on the job training.”<sup>44</sup>

Another area of friction is the training of CORs. As mentioned in Chapter I, serving as CORs within USSF is usually an additional duty. Many times these CORs have the basic technical knowledge to oversee contracts. For example, a Special Forces Engineer Sergeant has basic knowledge about construction, electrical systems, and plumbing, and therefore can manage contracts that deal with these types of services. However, there is still a lack of training about exactly how contracting works and how contracts should be managed. In 2009, a greater emphasis was finally placed on designating CORs for each location where a contract existed, but this emphasis occurred

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<sup>43</sup> Daniel Azzone, telephone conversation with author, November 20, 2011.

<sup>44</sup> Ibid.

after the units arrived in Afghanistan and the COR training had to be conducted online.<sup>45</sup> Problems with bandwidth made it difficult for the CORs to undergo the training, and since being a COR was really an additional duty, it very quickly became less of a priority.

In many instances, the SOTF S4, who was a trained COR, was designated as the COR for contracts at remote firebases solely to keep them going.<sup>46</sup> The lack of training by both the outgoing and incoming units was very apparent as USSF units did not understand how LOGCAP worked, which buildings were on the density list, how to submit a work order, and/or how to manage the contract to include quality assurance.

For CCOs to effectively manage a contract, they must rely heavily on their CORs to keep them informed. This can be difficult when the COR has little technical knowledge regarding the contract or simply lacks knowledge about the contracting process in general.

### **C. NO CCO ASSIGNED AT THE SOTF LEVEL**

Again, when looking at the guidance to: “Understand the role of contracting in COIN” and “Exercise responsible contracting practices,” friction existed in the past and will exist in the future as long as a trained CCO is not assigned down to the SOTF level. In a typical SOTF, the S4 is usually the person responsible for contracting and handles much of the activity that goes on during Phase Zero. However, an S4 is not a CCO and there are no 51C, Acquisition, Logistics, and Technology Contracting NCOs assigned to the S4 section in an SF Battalion. This makes contracting an additional duty for the S4 and makes it difficult for him to plan, execute, and advise the commander on contracting-related functions.

In an e-mail message to the author, Captain Andy Petersen, a former CJSOTF-A CCO, explained that the S4 for a SOTF usually has to coordinate with the CCO located at the CJSOTF, who is the person ultimately responsible for the SOTF’s contracts. In the case of the SOTF located at Bagram, this is not very difficult as the CJSOTF is located in the same area. But for the other SOTFs, like SOTF-KAF in 2009, this coordination had

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<sup>45</sup> Daniel Azzone, telephone conversation with the author, November 20, 2011.

<sup>46</sup> Ibid.

to occur via e-mail and phone communications. If the S4 has little contracting experience, this creates an even bigger gap. Furthermore, in the past, the CJSOTF CCO was typically an Air Force Officer who had no prior experience working with USSF or the particular CJSOTF and was filling the position from a Joint Manning Document (JMD) fill.<sup>47</sup> This has been addressed recently, however, with the establishment of the 905th Contingency Contracting Battalion (CCB) assigned to USASOC. The 905th CCB has assigned each Special Forces Group a contingency contracting team. As mentioned in the previous chapter, the 905th CCB assigned CCOs to SOTF-SOUTH and SOTF-SE in the summer of 2010. These CCOs, however, were assigned through Special Operations Command Central (SOCCENT) and are not a permanent billet within the SOTF.<sup>48</sup> This addressed a cause of past friction where the S4 was solely responsible for coordinating contracting, and it minimizes friction now, especially with regard to the activities that occur in Phases 1–4. However, until these CCOs become a permanent part of an SF Battalion Staff, the potential remains for future friction especially during Phase Zero activities.

The lack of a CCO at the SOTF level creates friction when trying to “integrate contracting into intelligence, plans, and operations,” another point in ISAF’s COIN contracting guidance.<sup>49</sup> It is virtually impossible for a CCO located at the CJSOTF to have a realistic understanding of what is going on at the SOTF level because they are not co-located and do not attend the same planning meetings and Commander’s Update Brief (CUB). The CJSOTF contracting cell has far too many contracts to manage to allow staff to truly understand and assist with the planning and integration of contracting into the intelligence, plans, and operations each SOTF commander handles on a day to day basis. For example, in 2009, the CJSOTF had only two contracting personnel, an Air Force Captain and a Specialist, who were responsible for all of the contracts for every unit under the CJSOTF.<sup>50</sup> Due to the enormous number of contracts and the workload

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<sup>47</sup> Andy Petersen, e-mail message to author, November 28, 2011

<sup>48</sup> Wyeth S. Anderson, telephone conversation with the author, December 6, 2011.

<sup>49</sup> Petraeus, “COMISAF’s Counterinsurgency,” 1.

<sup>50</sup> Petersen.

involved, these CCOs never had the time to visit their CORs face to face or really get a feel for the status of the contracts they managed. Rare exceptions may occur for a contract with a lot of visibility from higher up. For example, in 2009 when the firebase for the Jordanian SOF was being built, the initial timeline had to be pushed back. This resulted in a lot of visibility from high up the chain of command, and consequently caused everyone involved to spend more time supervising the contract.<sup>51</sup> However, this was unusual, and the CCOs at the CJSOTF do not have the time to allot this same amount of attention to the other contracts.

Again, this friction has currently been mitigated through the assignment of CCOs at the SOTF level. However, the future will depend on maintaining these assignments. The assignment of CCOs to the SOTFs through SOCCENT is a temporary fix that reduces the friction during Phases 1–4, but in order for a SOTF to really maximize their contracting, it must also incorporate the activities that occur during Phase Zero.

#### **D. AFGHAN FIRST**

Some other important elements of ISAF’s guidance on COIN contracting are: “Hire Afghans first, buy Afghan products, and build Afghan capacity, know those with whom we are contracting, consult and involve local leaders, and develop new partnerships.”<sup>52</sup> A USSF team must build rapport with the local population whose villages/cities they operate in and around. When a team identifies a need for something, such as the building of a cement helicopter landing pad or ASG to help protect its firebase, it must go through the contracting process. The team will typically coordinate with the local village elders that it works with to identify a company or a person within the village who can fulfill the contract. However, the contract must still go through the proper bidding and awards process and oftentimes the contract is awarded to a different company than the team originally had in mind. Many times the company awarded the contract works out of Kabul and purchases materials and hires laborers from different locations and not from where the work is actually being performed. The contract does

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<sup>51</sup> Daniel Azzone, telephone conversation with the author, November 20, 2011.

<sup>52</sup> Ibid.



follow the letter of the law and the spirit of the guidance: a trusted Afghan company that has typically done prior work for the United States, and uses Afghan products is hired, but not hiring locals still causes friction between the team and the villagers they work with. Counter-productive friction arises when the local villagers see the labor being done by Afghans from different villages and different tribes, and the money that is spent on the contract does not benefit the local village in any way. Sure the team still gets its landing pad or its ASG forces. But, all the positive second and third order effects that could be gained by directly involving their local Afghan hosts are negated.

This friction was more prevalent in the past prior to the emphasis placed on supporting local villages via VSO, but friction still exists and definitely has the potential to persist so long as the CCOs responsible for awarding the contract do not have a really good feel for the more subtle benefits and second and third order effects of the contract.

#### **E. MICRO-PURCHASE THRESHHOLDS FOR OPFUND**

ODAs and AOBs are probably more knowledgeable and efficient at managing OPFUNDs than any other aspect of using money as a weapon system. FOOs and PAs receive more training than the typical soldier assigned to be a COR. However, FOOs are limited by the micro-purchase thresholds placed on them. The current micro-purchase threshold for OPFUND use is \$3,000 USD for supplies, \$2,500 USD for services, and \$2,000 USD for construction.<sup>53</sup> If a FOO required a purchase that exceeded these thresholds, then he would be required to talk to his CCO for guidance. Many times, the overworked CCO would tell the FOO to go through the normal contracting process. According to FAR 13, under Simplified Acquisition Procedures (SAP) during a declared contingency located OCONUS, the micro-purchase threshold for a warranted CCO is \$25k USD.<sup>54</sup> SAP does not waive the need for a CCO to solicit competition, but grants a lot of flexibility beyond the limitations of a FOO. However, due to their workload,

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<sup>53</sup> Wyeth S. Anderson, phone conversation with the author, December 6, 2011.

<sup>54</sup> Defense Procurement and Acquisition Policy, *Defense Contingency Contracting Handbook* (Washington D.C.: Defense Procurement and Acquisition Policy Contingency Contracting, June, 2010), 145.

CCOs generally do not have the time to fully employ MAAWS to their maximum ability and the average FOO or COR does not have the knowledge to really help the CCO out without first being walked through the entire process. This is where yet more friction originates.

According to guidance states, the military must “invest in oversight and enforce contract requirements,” as well as “exercise responsible contracting processes.”<sup>55</sup> Imagine that a team has a genuine need, the need is time-critical, but it exceeds the purchase threshold the FOO is bound to follow. This can put the FOO in an ethical dilemma. Does he fulfill the need through a split purchase and attempt to cover up what he is really doing? Does he consult the CCO who is most likely going to tell him to submit the paperwork for what he hears to be a larger contract action, which will most likely take more time? Usually, what happens, thanks to all these potential pitfall, is the need is abandoned and the team goes without, or the team submits the paperwork for a contract, but never sees the contract come through over the course of its rotation. A follow-on team reaps the reward or no longer recognizes the need when the contract finally does come through.

Most USSF soldiers have heard stories about the team that purchased large amounts of wood or gravel using OPFUNDs. People automatically assume a split purchase was done or that the team had to have violated some regulation, because how much wood and gravel does a team actually need? On some occasions these assumptions are correct and the team used its OPFUND for an unauthorized purchase. This causes even more friction.

It is definitely important to follow the guidance to “invest in oversight and enforce contract requirements,” but due to a lack of knowledge of contracting by most FOOs or CORs and the enormous workload CCOs have; corners are often cut to get things paid for.

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<sup>55</sup> Petraeus, “COMISAF’s Counterinsurgency,” 2.

## **F. LACK OF PLANNING AND EXERCISING**

A final area of friction that limits USSF ability to “integrate contracting into intelligence, plans, and operations,” comes from the lack of planning on SOTF-level contracting performed during Pre-Mission Training, or what can be referred to as Phase Zero.<sup>56</sup> While Phase Zero in the current literature applies to OPLANs and CONPLANs aimed at higher levels of command, the basic ideas of planning, exercising, and shaping can be adapted to the tactical level as well. A typical SOTF spends an enormous amount of time and effort to ensure its soldiers are trained on all aspects of shooting, moving, and communicating. Select members from the SOTF Headquarters, each AOB, and each ODA will also conduct a Pre-Deployment Site Survey (PDSS) to learn as much as possible about the area they are going to. PMT serves as the culmination exercise when all of their training is put together in as realistic an environment as possible. But, it involves very little training or practicing of contracting.

Administrative topics such as rules of engagement, logistics, local customs and courtesies, and contracting are covered during an Academic Week. This is where CORs, FOOs, and PAs receive their mandatory block of training, and some training on “purchasing” is emphasized to commanders and logistics personnel. At the end of PMT and Academic Week, the SOTF is ready to deploy, and it is no doubt proficient on how to shoot, move, and communicate, but it is behind the power curve on its ability to effectively and efficiently employ MAAWS. Probably the most training USSF teams receive regarding contracting occurs during the Relief in Place and Transfer of Authority (RIP/TOA) process that occurs between the outgoing and incoming teams. This is when they gather all the last minute knowledge they can about how things work.

Even though CCOs are currently assigned to SOTF-SOUTH and SOTF-SE, these CCOs help mitigate the present friction. But, because they are not present with the SOTFs during their entire pre-mission training, their ability to assist with Phase Zero operations is minimal at best. Until CCOs are permanently assigned at the SOTF level, this friction area will continue to be present during Phase Zero operations.

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<sup>56</sup> Yoder, “Phase Zero.”

## **G. SUMMARY**

In this chapter, some areas of friction between ISAF's guidance on COIN contracting and the way USSF units employ MAAWS were identified. Friction was defined as a conflict between the guidance and actual employment of MAAWS. Past areas of friction occurred primarily due to a lack of training, as well as the lack of a CCO assigned at the SOTF level. There was also friction created when contracts followed Afghan First guidance, for instance, but did not fully take into account the second and third order effects of the contract as teams try to build rapport with the local Afghans they work with. Another area of friction exists because CCOs at the CJSOTF level do not have the time to get involved with all of the FOOs and CORs who represent them; there is simply too much work they are responsible for. While much of this friction has been reduced with the assignment of CCOs to the SOTF, it only addresses the friction that occurs during Phases 1–4. A final area of friction occurs and will continue to occur during Phase Zero, due to a lack of contract planning and exercising during pre-mission training and academic week.

In the next chapter, recommendations for ways to reduce and/or eliminate these areas of frictions will be discussed.

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## **V. RECOMMENDATIONS AND CONCLUSION**

“Delay and denial are not good options. There will be a next contingency, whether the crisis takes the form of overseas hostilities or domestic response to a national emergency like a mass-casualty terror attack or natural disaster. Reform will save lives and money, and support U.S. interests. Reform is essential. Now.”

–CWZIA

### **A. OVERVIEW**

Chapter IV identified some of the friction areas between ISAF’s guidance on COIN contracting and the ways that USSF employ MAAWS. The Gansler Commission and CWZIA reports both identified many similar areas of friction when they looked at contingency contracting across the U.S. Army and the whole U.S. Military. While the Gansler Commission and the CWZIA provided recommendations focused at a much higher level, starting with Congress and then looking at the whole military, they both still addressed a need for more contracting personnel and better training on contingency contracting at all levels. This final chapter will provide recommendations to minimize the areas of friction discussed in the previous chapter. These recommendations will also provide the first steps necessary for USSF to establish its proficiency in the employment of MAAWS more effectively and efficiently in future contingencies.

### **B. RECOMMENDATIONS**

#### **1. Increased Training**

The first step to really understanding the role of contracting in COIN is through an increase in training on contracting. USSF have already proven that their professionalism, skill sets, and cultural training are a force multiplier in a COIN environment such as Afghanistan. Through VSO and FID, USSF ODAs conduct an extremely important function tied in to the overall mission of ISAF and that of the battlespace owners where USSF ODAs operate.<sup>57</sup> USSF understands COIN, but in order to more efficiently and effectively employ MAAWS the regiment must focus more

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<sup>57</sup> Bolduc, 24.

attention on learning about how contracting works. The single best thing USSF can do is to provide better training to designated CORs and Commanders.

Due to a lack of trained contracting personnel across the whole Army, it is safe to assume that contracting personnel will not be assigned at the AOB and ODA level anytime soon. As a result, the COR role will still be performed by Special Forces NCOs. Greater emphasis must be placed on the COR role by commanders at all levels to remove the stigma that it is “just another additional duty.”

This COR training should focus heavily on ethics as the “pressures to meet mission requirements can be even more intense in a contingency contracting environment.”<sup>58</sup> This can be accomplished through the 905th Contingency Contracting Battalion or the Defense Acquisition University (DAU). Just as mobile training teams (MTT) for mortars and other weapons systems are brought on temporary duty (TDY) to provide refresher training on these weapons systems, so too could a “COR MTT” be established through the DAU to provide designated CORs with face-to-face instruction. This type of instruction would be far more valuable than the “check the block” online training that is currently in place for CORs.

Commanders at all levels, especially the HSC Commander, AOB Commanders, and ODA Commanders, and logistics staffs need more training on contracting. In his guidance on COIN contracting, General Petraeus made it very clear that contracting has to be “Commander’s business.”<sup>59</sup> Commanders must understand the role of a CCO and a COR so they can provide sound guidance and give orders that will not put CCOs, CORs, and FOOs in uncomfortable ethical positions. Leaders can accomplish this training by attending the Operational Contracting Support Course offered by the Army Logistics University. The Operational Contracting Support Course, normally designed to train

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<sup>58</sup> Defense Procurement and Acquisition Policy Contingency Contracting, 11.

<sup>59</sup> Petraeus, “COMISAF’s Counterinsurgency,” 2.

brigade staff officers in contracting support planning and management, is a two-week course designed to teach any individuals who may handle contracts.<sup>60</sup>

Training on contingency contracting should not be limited to an Academic Week, but should be conducted whenever time permits. Academic Week should be refresher training, not the first time a commander or soldier is exposed to the details of contracting.

The HSC Commander and S4 need advanced training on contracting so they can better implement it into the overall logistics plan. Without a CCO at the SOTF level, contracting is going to fall on the shoulders of these two officers, so it is paramount that they understand it and know how to best employ it. This is especially important for LOGCAP since it plays an important role in logistics planning and execution.

## **2. Continue to Assign CCO at the SOTF Level**

Boosting training for SF personnel on the details of contracting can only go so far. A trained CCO with one to two other contracting personnel need to be assigned at the SF Battalion level. This will allow a SOTF commander to better incorporate contracting into intelligence, plans, and operations. Just as the commander has his staff to advise him on personnel, intelligence, operations, logistics, communications, civil affairs, legal matters, and spiritual matters, so too should the commander have someone to advise him on contracting. Having a CCO at the SOTF level will bring the CCO closer to the actual fight so that he better understands USSF's unique requirements. The CCO will have fewer contracts to manage and more time to interface with his CORs. A CCO at the SOTF level will also be a person with the expertise to bridge the gaps when dealing with contracting personnel outside of the CJSOTF, such as at USFOR-A and LOGCAP. Furthermore, an assigned CCO will free up the S4 so he can focus on his primary job of logistics and not have to worry so much about the details of contracting. While this is

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<sup>60</sup> Tony Hawkins, "Operational contracting support adds capabilities for special ops Soldiers," The Official Homepage of the United States Army new article, April 20, 2010. [http://www.army.mil/article/37641/Operational\\_contracting\\_support\\_adds\\_capabilities\\_for\\_special\\_ops\\_Soldiers/](http://www.army.mil/article/37641/Operational_contracting_support_adds_capabilities_for_special_ops_Soldiers/) (accessed December 6, 2011).



currently being done in Afghanistan, I recommend that a CCO be permanently assigned at the SOTF level. This will allow the CCO to advise and assist the commander during all five phases of a contingency operation.

### **3. Afghan First**

USSF teams understand the importance of the Afghan First model. ODAs rely on the rapport they build with the local elders and villagers where they operate. As CORs and Commanders become better versed about how contracting works, they can better assist their CCOs when drafting requests and statements of work. CORs are asked to include the reasons why a certain company needs to be sole sourced for a contract or why a contract must be performed in a specific matter. This provides the CCO with the information he needs to ensure the contract meets the objectives and takes into account the second and third order effects and more longer-term aims. Furthermore, it ensures that this is written correctly and in accordance with all regulations. Furthermore, CCOs need to be able to visit the locations where these contracts are needed so they fully understand what the intent is. Having a CCO with one or two other trained contracting personnel assigned to the SOTF will accomplish this.

Another manner in which this area of friction can be mitigated is through planning prior to a deployment. CCOs can provide their CORs with templates and other documents to help smooth out the contracting process and shorten the timeline for contracts to be processed and awarded.

### **4. Micro-Purchase Threshold**

The micro-purchase thresholds for FOOs exist to ensure that FOOs do not violate regulations, or in the rare case that they do, help them recover from their mistake. Again, training and the assignment of a CCO to the SOTF is a key element to reducing the friction here. As FOOs become more knowledgeable, they can assemble the documentation a CCO requires to grant an exception. Furthermore, a CCO directly-assigned to the SOTF will have an easier time assisting FOOs with requirements that exceed their thresholds since the purchase threshold for a warranted CCO is much higher. The CCO would actually have the time and means to visit the FOO's location and advise

him accordingly. The SOCCENT CCOs are currently doing this in Afghanistan, which allows them to have first-hand knowledge of the contracts needed. These CCOs also have more time to regularly interface with their CORs and can maximize the use of \$25k threshold more effectively and efficiently.<sup>61</sup> These CCOs positions need to become permanent assignments.

## **5. Better Planning and Execution**

Until USSF addresses the need for a permanent CCO assigned at the SOTF level and provides further training for CORs and Commanders, it will be difficult to address the friction caused by a lack of planning and execution. An S4 along with Commanders and CORs that have a solid understanding of the contracting process can help reduce the friction, but currently this expertise varies from person to person and does not completely address the need for dedicated contracting personnel across the entire regiment.

### *a. Adaptation of Phase Zero<sup>62</sup>*

The first thing that needs to be done to minimize the friction in this area is to adapt the concept of Phase Zero into pre-mission training. This would involve coordinating for COR MTTs, as well as provide training for commanders prior to a PDSS and the final PMT exercise. CORs and commanders would need to have the basic training to incorporate a contracting checklist into their PDSS checklist. They would also be armed with the knowledge to ask the right questions to ask during the PDSS regarding contracting-related matters. After the PDSS, commanders and CORs would then have a better appreciation for the types of contracts at their deployment locations, as well as about contracts they might need in the future. With this information they could start to plan accordingly and could even incorporate the contracting process for one of these future contracts into their unit's final PMT exercise. This would get the whole team involved and force the COR to go through the motions of the contracting process. On the

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<sup>61</sup> Wyeth S. Anderson, telephone conversation with the author, December 6, 2011.

<sup>62</sup> Yoder, "Phase Zero."

completion of PMT, the entire team would have a better understanding of the process and would have a solid working document that could be submitted prior to or shortly after arriving in-country.

Once a CCO is permanently assigned to the SOTF, the incorporation of a Phase Zero would be much easier. The CCO would go on the PDSS and would consequently know exactly what contracts are in place and which ones might be needed in the future. The CCO would have more time to tailor training and guidance for the CORs and be able to incorporate the contracting process into the PMT exercise in a way that produces useful documents. Furthermore, the CCO would be able to advise the commander and his staff on how to best incorporate contracting into their intelligence, planning, and operations.

***b. Model Based on the Yoder Three-Tier Model***

The Yoder Three-Tier Model is a model developed by Commander (Retired) E. Cory Yoder, a professor at the Naval Postgraduate School. Yoder's model answers the call for "better planning, coordination, and integration of contracting operations with broader theater-support elements—with intent to more efficiently and effectively accomplish theater objectives."<sup>63</sup> The Yoder Three-Tier Model is actually comprised of three models for the employment of CCOs: the ordering officer model, the leveraging contractor officer (LCO) model, and the integrated planner and executor (IPE) model. Each of the three models performs unique functions, and requires specific education and unique personnel.

(1) Ordering Officer Model. This model is designed for the most rudimentary level of contracting support, which includes functions such as placing orders against existing theater contracts. By nature, this requires little interactive engagement with experienced personnel in the environment and is best suited for warranted junior officers and junior enlisted personnel.

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<sup>63</sup> E. Cory Yoder, "The Yoder Three-tier Model for Optimal Planning and Execution of Contingency Contracting" (acquisition research working paper series, Naval Postgraduate School, 2004).

(2) Leveraging Contracting Officer Model. This is the next higher level that includes the basic ordering functions of the ordering officer model, but also leverages the capacities and capabilities of the local and regional economies in the contingent theatre. The practitioner in the leveraging model will be engaged in interfacing with local and regional businesses, creating business processes, and potentially coordinating with higher military, Non-governmental Organizations and Private Volunteer Organizations (NGO/PVO) and political organizations. Thus, only higher-level, more qualified and capable practitioners should perform in the leverage model. A shortfall of this model is that the CCO may or may not be integrated with the broader goals of national and theatre objectives. In the worst case, some of the tactical execution may actually run counter to those higher-level goals.

(3) The Integrated Planner and Executor Model. This model takes the leveraging contracting officer function one giant step forward. In this model, well educated and qualified CCOs are integrated into the operational-planning phases of contingencies—often before actual troop deployment; they then make the transition to operations. The hallmark of this model is that contingency contracting operations may be planned and subsequently executed to meet National Strategic and theatre objectives. Additionally, the myriad NGOs and PVOs—which, in many cases, are essential to the overall efficiency, effectiveness, and success of operations—can be integrated into the planning and execution of contingency operations. While this integration requirement may seem obvious, the integrated planning and execution among warfighters, CCOs, and NGOs and PVOs is not; such integration does not occur on a regular basis.<sup>64</sup>

According to this model, the IPE CCO can be utilized in a broader planning-and-execution role. The CCO, with higher-level certification, education and experience, should be integrated within the J-4 and J-5 logistics and planning/operations and exercise organization structure. Integration is essential to achieve desired synergies between the myriad organizations operating in contingency environments. Operational 92 planners can also leverage integration of all theatre players (military, NGOs/PVOs,

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<sup>64</sup> Michael S. Anderson and Gregory P. Flaherty, “Analysis of the Contingency Contracting Support Plan within the Joint Planning Process framework” (master’s thesis, Naval Postgraduate School, 2003).

and contractors) to achieve harmony between the National Security Strategy (NSS), the Combatant Commander (COCOM), and significant NGOs' and PVOs' objectives. This integrated planning, exercising, and execution may: help in eliminating competing (and often conflicting) demands of the participants; closely marry acquisition support with stated objectives; allow for the creation of robust contingency contract support plans; and integrate such plans into broader operational plans in support of theatre operations. The higher-order IPE calls for the most highly educated and seasoned planners and operational/theatre-level planners.<sup>65</sup>

The Yoder Three-Tier Model is suitable for a contingency environment regardless of the military service being employed. With a few modifications, it can also be adapted to fit within a CJSOTF concept of operations. It will allow for better acquisition planning and coordination of tactical and operational support to the warfighter. A representation of the model is found in Table 1.

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<sup>65</sup> Yoder, "The Yoder Three-tier," 15.

Model Tier Level & Model Title	Functions/Education/Rank	Highlights and Drawbacks
Ordering Officer—Tier One	<ul style="list-style-type: none"> <li>• basic ordering</li> <li>• some simplified acquisitions</li> <li>• training: DAU CON 234</li> <li>• DAWIA Certified CON Level I or II</li> <li>• junior to mid-enlisted, junior officers, GS-7 to GS-9 1102 series civilians</li> </ul>	<ul style="list-style-type: none"> <li>• simple buys</li> <li>• little integration</li> <li>• no operational planning</li> <li>• no broad liaison functions</li> </ul>
Leveraging Contracting Officer—Tier Two	<ul style="list-style-type: none"> <li>• leverages local economy</li> <li>• reduces “pushed” material</li> <li>• training/education: DAU CON 234, recommended higher education</li> <li>• DAWIA Certified CON Level II or III</li> <li>• senior enlisted, junior to mid-grade officers, GS-11+ 1102 series civilians</li> </ul>	<ul style="list-style-type: none"> <li>• better local operational planning</li> <li>• some integration</li> <li>• more capability for the operational commander</li> <li>• no planned theater integration</li> <li>• no broad liaison functions</li> <li>• may perform to optimize local operations at the detriment to theater ops</li> </ul>
Integrated Planner and Executor—Tier Three	<ul style="list-style-type: none"> <li>• highest level of planning and integration—joint</li> <li>• linked/integrated with J-4 and J-5</li> <li>• creates and executes OPLAN CCO strategy</li> <li>• provides direction to tier two and one</li> <li>• links operations strategically to theater objectives of COCOM</li> <li>• education: Master’s degree or higher and JPME Phase I and II</li> <li>• DAWIA Certified CON Level III, and other DAWIA disciplines (LOG, ACQ, FIN, etc)</li> <li>• senior officers (O-6+), senior civilians, GS-13+ or SES</li> </ul>	<ul style="list-style-type: none"> <li>• performs operational and theater analysis, integrates results into OPLAN</li> <li>• link between COCOM and OPLAN to all theater contracting operations</li> <li>• coordinates theater objectives with best approach to contracted support</li> <li>• can achieve broader national security goals through effective distribution of national assets</li> <li>• includes planning, communication, coordination, and exercising with NGOs and PVOs in theater</li> </ul>

Table 1. Yoder Three-Tier Model (From Yoder, 2004)

### C. YODER THREE-TIER MODEL MODIFIED TO MEET USSF NEEDS

The current contracting set-up within USSF does not currently reach down to the SOTF level except through the assigning of CORs as an additional duty and the temporary assignment of CCOs during Phases 1–4. With some modifications, the Yoder

Three-Tier Model can be adapted to fit the needs of USSF. The CJSOTF and Combined Forces Special Operations Component Command (CFSOCC) currently have personnel within their contracting cells whose functions and education resemble the LCO model proposed by Yoder. The IPE model is currently represented at the USSOCOM level. What is lacking in the LCO model at the CJSOTF is a senior contracting officer. This should be filled by a field-grade officer with a significant amount of contracting experience. Also completely lacking, is anyone to fit the Ordering Officer model. Consequently, I recommend that the Ordering Officer model be represented at the SOTF level with some modifications. Since the overall mission of SOTF has operational characteristics, the Ordering Officer model at the SOTF level should closely resemble the LCO model at the CJSOTF. The SOTF level should be filled by a junior officer to senior enlisted CCO, as well as two or three junior to mid-enlisted 52C who can assist the CCO and serve as “traveling CORs.” This model can be found in Table 2.

Model Tier Level & Model Title	Functions/Education/Rank	Highlights and Drawbacks
Ordering Officer—Tier One <b>*SOTF (SF BN) Level</b>	<ul style="list-style-type: none"> <li>• basic ordering</li> <li>• some simplified acquisitions</li> <li>• leverages local economy</li> <li>• reduces “pushed” material</li> <li>• training: DAU CON 234, recommended higher</li> <li>• DAWIA Certified CON Level II or III</li> <li>• <b>1 x junior officer or senior enlisted and 2–3 x junior to mid-enlisted</b></li> </ul>	<ul style="list-style-type: none"> <li>• simple buys</li> <li>• <b>some integration</b></li> <li>• <b>better local operational planning</b></li> <li>• <b>more capability for the commander</b></li> <li>• no broad liaison functions</li> <li>• personnel can serve as “traveling CORs” to assist AOBs and ODAs</li> </ul>
Leveraging Contracting Officer—Tier Two <b>*CJSOTF (SF Group) Level</b> <b>*CFSOCC Level</b>	<ul style="list-style-type: none"> <li>• leverages local economy</li> <li>• reduces “pushed” material</li> <li>• training/education: DAU CON 234, recommended higher education</li> <li>• DAWIA Certified CON Level II or III</li> <li>• senior enlisted, <b>Field-Grade officer</b>, GS-11+ 1102 series civilians</li> </ul>	<ul style="list-style-type: none"> <li>• better local operational planning</li> <li>• some integration</li> <li>• more capability for the operational commander</li> <li>• no planned theater integration</li> <li>• no broad liaison functions</li> <li>• may perform to optimize local operations at the detriment to theater ops</li> </ul>
Integrated Planner and Executor—Tier Three <b>*USSOCOM</b>	<ul style="list-style-type: none"> <li>• highest level of planning and integration—joint</li> <li>• linked/integrated with J-4 and J-5</li> <li>• creates and executes OPLAN CCO strategy</li> <li>• provides direction to tier two and one</li> <li>• links operations strategically to theater objectives of COCOM</li> <li>• education: Master’s degree or higher and JPME Phase I and II</li> <li>• DAWIA Certified CON Level III, and other DAWIA disciplines (LOG, ACQ, FIN, etc)</li> <li>• senior officers (O-6+), senior civilians, GS-13+ or SES</li> </ul>	<ul style="list-style-type: none"> <li>• performs operational and theater analysis, integrates results into OPLAN</li> <li>• link between COCOM and OPLAN to all theater contracting operations</li> <li>• coordinates theater objectives with best approach to contracted support</li> <li>• can achieve broader national security goals through effective distribution of national assets</li> <li>• includes planning, communication, coordination, and exercising with NGO and PVO in theater</li> </ul>

Table 2. Modified Yoder Three-Tier Model Incorporating the SOTF (After Yoder, 2004)



## D. CONCLUSION

This thesis first defined contingency contracting and outlined the four typical phases of a contingency operation. In addition to these four phases, I defined Phase Zero operations, a newly added, fifth phase currently being implemented by contingency contracting personnel. The current state of contingency contracting was then described using reports from the Gansler Commission and the CWCIA. In Chapter 2, I presented ISAF's guidance on COIN contracting and then, in Chapter 3, I described many of the ways that USSF employ MAAWS. Chapter 4 identified many areas of friction (past, present, and future) between ISAF's guidance and the ways in which USSF employ MAAWS. After identifying these areas of friction, I then provided a number of recommendations that can help reduce these areas of friction.

In order to effectively and efficiently employ MAAWS, USSF units at the SOTF level need competent contracting personnel who can advise and assist commanders with the integration of contracting into intelligence, plans, and operations. Incorporating a modified version of the Yoder Three-Tier model will accomplish this. SF Battalions also need to add Phase Zero into their traditional four phases on an operation. Through detailed planning and exercises, many of the contracting mechanisms needed during a contingency operation can be started prior to deployment and allow USSF units to be more pro-active versus reactive.

As USSF train for future contingencies, they must become experts on the employment of money as a weapons system, especially when it comes to contingency contracting. Two of the SOF Truths are: "Competent Special Operations Forces cannot be created after emergencies occur," and "Most Special Operations require non-SOF assistance."<sup>66</sup> These two truths also apply to the employment of money as a weapon system. There is no doubt that contingency contracting procedures and personnel will be an important part of future contingencies the United States will call on the military to handle. USSF will make up the largest SOF unit called upon to support these

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<sup>66</sup> United States Special Operations Command, *U.S. Special Operation Command Fact Book* (2012), 48. [http://www.socom.mil/News/Documents/USSOCOM\\_Fact\\_Book\\_2012.pdf](http://www.socom.mil/News/Documents/USSOCOM_Fact_Book_2012.pdf) (accessed November 28, 2011).

contingencies as they are the force of choice “employed throughout the three stages of the operational continuum: peacetime, conflict and war.”<sup>67</sup> Just as Special Operators train on how to shoot, move, and communicate, they must also train on how to purchase. This training will fully prepare them for future emergencies and enable them to competently employ money as a weapon system to support their missions.

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<sup>67</sup> Ibid, 40.

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