

**Contractors Accompanying the Force Overview  
Training Support Package  
151M001 / Version 2  
12 MARCH 2007**

---

<b>TSP Number / Title</b>	151-M-001/Contractors Accompanying the Force Overview
<b>Effective Date</b>	12 March 2007
<b>Supersedes TSP(s) / Lesson(s)</b>	151-M-001 dated 03 May 2005, Version 1
<b>TSP Users</b>	Officer Advanced Course Pre-Command Course (Battalion and Brigade) Warrant Officer Basic Course Warrant Officer Advanced Course Sergeant Major's Academy Contracting Officer's Representative Course
<b>Proponent</b>	The proponent for this document is the Combined Arms Support Command.
<b>Improvement Comments</b>	Users are invited to send comments and suggested improvements on DA Form 2028, <i>Recommended Changes to Publications and Blank Forms</i> . Completed forms, or equivalent response, will be mailed or attached to electronic e-mail and transmitted to:  UNITED STATES ARMY COMBINED ARMS SUPPORT COMMAND CSS COLLECTIVE TRAINING DIVISION TRAINING DIRECTORATE 401 1st St., Suite 235A FORT LEE, VA 23801-1511 e-mail: <a href="mailto:TDmultiwebmaster@lee.army.mil">TDmultiwebmaster@lee.army.mil</a>
<b>Security Clearance / Access</b>	Unclassified.
<b>Foreign Disclosure Restrictions</b>	FD5. This product/publication has been reviewed by the product developers in coordination with the Combined Arms Support Command, Fort Lee, VA foreign disclosure authority. This product is releasable to students from all requesting foreign countries without restrictions.

---

## PREFACE

---

**Purpose**

This Training Support Package provides the instructor with a standardized lesson plan for presenting instruction for: Contractors Accompanying the Force Overview.

**This TSP  
Contains**

## **TABLE OF CONTENTS**

	<u>PAGE</u>
Preface.....	2
Section II Introduction.....	7
Terminal Learning Objective - Define the proper use of contractors who accompany the force in support of Army contingency operations.....	7
Section III Presentation.....	9
Enabling Learning Objective A - Identify the role of contractors in support of Army contingency operations.....	9
Enabling Learning Objective B - Discuss how contractors are integrated into Army operations.....	19
Enabling Learning Objective C - Explain user responsibilities for requesting and overseeing contract support.....	29
Section IV Summary.....	36
Section V Student Evaluation.....	39
Appendix A - Viewgraph Masters.....	1
Appendix B - Test(s) and Test Solution(s) .....	1
Appendix C - Practical Exercises and Solutions (N/A).....	1
Appendix D - Student Handouts (N/A).....	1

---

|

**Contractors Accompanying the Force Overview  
151M001 / Version 2  
12 MARCH 2007**

**SECTION I. ADMINISTRATIVE DATA**

**All Courses Including This Lesson**

<u>Course Number</u>	<u>Version</u>	<u>Course Title</u>
----------------------	----------------	---------------------

**Task(s) Taught(\*) or Supported**

<u>Task Number</u>	<u>Task Title</u>
--------------------	-------------------

**Reinforced Task(s)**

<u>Task Number</u>	<u>Task Title</u>
--------------------	-------------------

**Academic Hours**

The academic hours required to teach this lesson are as follows:

	<u>Resident Hours/Methods</u>
	1 hr 15 mins / Conference / Discussion 5 mins / Lecture
Test	10 mins
Test Review	0 hrs
<b>Total Hours:</b>	1 hr 30 mins

**Test Lesson Number**

	<u>Hours</u>	<u>Lesson No.</u>
Testing (to include test review)	_____	N/A

**Prerequisite Lesson(s)**

<u>Lesson Number</u>	<u>Lesson Title</u>
None.	

**Clearance Access**

Security Level: Unclassified.  
Requirements: There are no clearance or access requirements for the lesson.

**Foreign Disclosure Restrictions**

FD5. This product/publication has been reviewed by the product developers in coordination with the Combined Arms Support Command, Fort Lee, VA foreign disclosure authority. This product is releasable to students from all requesting foreign countries without restrictions.

**References**

<u>Number</u>	<u>Title</u>	<u>Date</u>	<u>Additional Information</u>
DoDI 3020.41	Contractor Personnel Authorized to Accompany the U.S. Armed Forces	3 Oct 2005	<a href="http://www.dtic.mil/whs/directives/corres/html/302041.htm">http://www.dtic.mil/whs/directives/corres/html/302041.htm</a>
DoDI 3020.37	Continuation of Essential DoD Contractor Services During Crisis	6 Nov 1990 w/change 26 Jan 1996	<a href="http://www.dtic.mil/whs/directives/corres/html/302037.htm">http://www.dtic.mil/whs/directives/corres/html/302037.htm</a>
AR 700-137	Logistics Civil Augmentation Program (LOGCAP)	16 Dec 1985	<a href="http://www.army.mil/usapa/epubs/pdf/r700_137.pdf">http://www.army.mil/usapa/epubs/pdf/r700_137.pdf</a>
AR 715-9	Contractors Accompanying the Force	29 Oct 1999	<a href="http://www.army.mil/usapa/epubs/pdf/r715_9.pdf">http://www.army.mil/usapa/epubs/pdf/r715_9.pdf</a>
FM 100-10-2	Contracting Support on the Battlefield	04 Aug 1999	<a href="https://akocomm.us.army.mil/usapa/doctrine/DR_pubs/dr_aa/pdf/fm100_10_2.pdf">https://akocomm.us.army.mil/usapa/doctrine/DR_pubs/dr_aa/pdf/fm100_10_2.pdf</a>
FM 3-100.21	Contractors on the Battlefield	03 Jan 2003	<a href="https://akocomm.us.army.mil/usapa/doctrine/DR_pubs/dr_aa/pdf/fm3_100x21.pdf">https://akocomm.us.army.mil/usapa/doctrine/DR_pubs/dr_aa/pdf/fm3_100x21.pdf</a>
FMI 4-93.41	Army Field Support Brigade Tactics, Techniques, and Procedures	01 Jan 2007	

**Student Study Assignments**

Students should read the following material beforehand:

[FM 3-100.21](https://akocomm.us.army.mil/usapa/doctrine/DR_pubs/dr_aa/pdf/fm3_100x21.pdf) Contractors on the Battlefield (Chapter One) (3 Jan 2003).  
[https://akocomm.us.army.mil/usapa/doctrine/DR\\_pubs/dr\\_aa/pdf/fm3\\_100x21.pdf](https://akocomm.us.army.mil/usapa/doctrine/DR_pubs/dr_aa/pdf/fm3_100x21.pdf)

**Instructor Requirements**

One instructor with sufficient experience in unit training and a thorough understanding of the content being presented.

**Additional Support Personnel Requirements**

<u>Name</u>	<u>Stu Ratio</u>	<u>Qty</u>	<u>Man Hours</u>
None.			

**Equipment Required for Instruction**

<u>Id Name</u>	<u>Stu Ratio</u>	<u>Instr Ratio</u>	<u>Spt</u>	<u>Qty</u>	<u>Exp</u>
*P16312 Light PRO Projector	1:20		No	1	No
*P18230 Projector Video Data	1:20		No	1	No
*ZX7020 Industry Standard Professional Computer	1:20		No	1	No
*ZX9055 Industry Standard Light Pro Screen	1:20		No	1	No

\* Before Id indicates a TADSS

**Materials  
Required**

---

**Instructor Materials:**

Contractors Accompanying the Force Overview TSP with viewgraphs 1-51 and overhead projector or PC with projection device.

DoDI 3020.41 Contractor Personnel Authorized to Accompany the U.S. Armed Forces.

DoDI 3020.37 Continuation of Essential DoD Contractor Services During Crisis.

AR 700-137 Logistics Civil Augmentation Program (LOGCAP).

AR 715-9 Contractors Accompanying the Force.

FM 3-100.21 Contractors on the Battlefield.

FM 100-10-2 Contracting Support on the Battlefield.

FMI 4-93.41 Army Field Support Brigade Tactics, Techniques, and Procedures.

*To obtain an electronic copy of the viewgraphs, e-mail the CSS Collective Training Division, Training Directorate, CASCOM at [TDmultiwebmaster@lee.army.mil](mailto:TDmultiwebmaster@lee.army.mil).*

**Student Materials:**

Note-taking materials.

---

**Classroom,  
Training Area,  
and Range  
Requirements**

**Ammunition  
Requirements**

---

<u>Id</u>	<u>Name</u>	<u>Exp</u>	<u>Stu Ratio</u>	<u>Instr Ratio</u>	<u>Spt Qty</u>
None					

---

**Instructional  
Guidance**

**NOTE:** Before presenting this lesson, instructors must thoroughly prepare by studying this lesson and identified reference material.

---

**Proponent  
Lesson Plan  
Approvals**

---

<u>Name</u>	<u>Rank</u>	<u>Position</u>	<u>Date</u>
Born, Kevin	GS-13	Acting Chief, CSS CTD, TD, CASCOM	12 MAR 07

---

**SECTION II. INTRODUCTION**

Method of Instruction: <u>Lecture</u>
Instructor to Student Ratio is: <u>1:20</u>
Time of Instruction: <u>5 mins</u>
Media: <u>Large Group Instruction</u>

**Motivator**

**NOTE: Show VGT 151-M-001-1. This viewgraph is titled “Contractors Accompanying The Force”.**

Good morning/afternoon.

I am (Rank Name) and this period of instruction will provide an overview on the Contractors Accompanying the Force (CAF).

**NOTE: Show VGT 151-M-001-2.**

***“The lack of contract training for operational commanders, customers, and others with responsibilities to use, manage, and oversee logistics support contracts has adversely impacted the use of such contracts to support deployed forces in contingency operations. Commanders and other senior leaders must understand that they have a key role in identifying requirements, assuring that the contractor works in a cost effective manner, and evaluating contractor performance. Without such an understanding the government’s ability to control contract costs and ensure quality service at the best possible price is severely limited.”***

GAO Report, GAO-04-854, 08/2004  
DoD’s Extensive Use of Logistics Support Contracts Requires Strengthened Oversight.

**Terminal Learning Objective**

**NOTE:** Inform the students of the following Terminal Learning Objective requirements.

At the completion of this lesson, you [the student] will:

<b>Action:</b>	Define the proper use of contractors who accompany the force in support of Army contingency operations.
<b>Conditions:</b>	Given classroom environment, classroom instruction (conference/discussion), and references.
<b>Standards:</b>	The student will score a minimum of 70 percent on a written examination after receiving instruction and summary/review.

**Safety Requirements**

None.

**Risk Assessment Level**

Low.

---

**Environmental Considerations**

**NOTE:** It is the responsibility of all Soldiers and DA civilians to protect the environment from damage.

The U.S. Army Environmental Strategy Into the 21<sup>st</sup> Century defines the Army's leadership commitment and philosophy for meeting present and future environmental challenges. This document provides a framework to ensure environmental considerations are integral to the Army mission and that an environmental stewardship ethic governs all Army activities. This strategy provides a unity of direction and a cohesive framework for all Army activities associated with Army installations, facilities, training areas, as well as acquisition, manufacturing, industrial operations and activities, for the Army's civil works mission.

---

**Evaluation****Testing Requirements**

Administer written test: Allow students 10 minutes to take the examination. Students must score a minimum of 70 percent on the written examination.

---

**Instructional Lead-In**

The use of contractors to support military operations can greatly benefit the mission if this contractor is properly planned for and managed correctly. Contracted support is not a fire-and-forget system. Planners and commanders must understand the limitations of using contractors and the Army's responsibilities in ensuring the contractors are performing their duties according to the contract. This period of instruction will provide you with the basic limitations of using contractors and the Army's and contractor's responsibilities when contractors are used to support military operations.

---

**SECTION III. PRESENTATION**

**NOTE:** Inform the students of the Enabling Learning Objective requirements.

**A. ENABLING LEARNING OBJECTIVE**

<b>ACTION:</b>	Identify the role of contractors in support of Army contingency operations.
<b>CONDITIONS:</b>	Given a classroom environment, classroom instruction (conference/discussion), and references.
<b>STANDARDS:</b>	The student will score a minimum of 70 percent on a written examination after receiving instruction and summary/review.

1. Learning Step / Activity 1. Identify the functions performed by contractors in Army operations and benefits of using contractors.

Method of Instruction: Conference / Discussion  
Instructor to Student Ratio: 1:20  
Time of Instruction: 10 mins  
Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-3. This viewgraph is titled “Learning Objectives”.**

In this lesson, you learn to identify the role of contractors in support of Army operations. How contractors are utilized and integrated into the Army operations to augment existing support capabilities and provide the necessary supply and services. We will also discuss the user responsibilities for requesting and overseeing contract support for Contractors that Accompany the Force.

**NOTE: Show VGT 151-M-001-4. This viewgraph is titled “ELO A”.**

**ELO-A:** Identify the role of contractors in support of the Army in contingency operations.

**NOTE: Show VGT 151-M-001-5. This viewgraph is titled “Not a New Concept”.**

- a. The United States Military has always used contractors in times of war.
  1. Washington used civilian Wagoneer's to haul supplies. Sutlers were famous, or infamous, for their support of Union Troops during the Civil War. By WW II, civilian workers hired either individually or through firms, provided support services in all the theaters of war.
  2. In the Korean War, contractors provided services ranging from stevedoring to road and rail maintenance and transportation. By Vietnam, contractors were becoming a major part of logistical capabilities within zones of operation providing construction, base operations, water and ground transportation, petroleum supply, and maintenance/technical support for newly fielded high-technology weapon systems.
  3. During the Gulf War, the government accounting office (GAO) estimates, in addition to 5,000 U.S. government civilians, there were 9,200 US citizen contractor employees deployed in support of U.S. Forces providing

maintenance for high-tech equipment in addition to water, food, construction, and other services.

4. The growth of contingency operations has led to an exponential growth in required contractor support. At one point in Bosnia, our Army uniform presence was 6,000--supported by 5,900 civilian contractors. In Operation Iraqi Freedom, the total number of contract personnel supporting the military force alone exceeds 60,000.

Note: This Operation Iraqi Freedom number does not include the thousands of Department of State contractors employed in support of Iraqi reconstruction efforts.

**NOTE: Show VGT 151-M-001-6. This viewgraph is titled 'Contractors as a Force Multiplier'.**

b. Whether it bridges the gap prior to the arrival of military support resources, when host-nation support is not available, or augments existing support capabilities, contractor support is an additional option for supporting operations.

1. Contractors provide support more than just logistics support; their contributions span the spectrum of combat support (CS) and combat service support (CSS) functions. Contractor support often includes traditional goods and services support, but may include interpreter, communications, infrastructure, and other non-logistics-related support short of direct participation in hostile actions. It also has applicability to the full range of Army operations, to include offense, defense, stability, and support within all types of military actions from small-scale contingencies to major theater of wars.
2. In the initial stages of an operation, supplies and services provided by local contractors improve response time and free strategic airlift and sealift for other priorities.
3. Contractor support drawn from in-theater resources can augment existing support capabilities to provide a new source for critically needed supplies and services, thereby reducing dependence on the continental United States (CONUS) based support system.
4. When military force caps are imposed on an operation, contractor support allows the commander to maximize the number of combat Soldiers by replacing military support units with contractor support. For example, if Country A allows the U.S. to deploy 10,000 Soldiers within its borders, 4,000 of those Soldiers may be required to perform support functions, leaving 6,000 slots for combat Soldiers. If contractors are used instead to perform the support functions, 10,000 combat Soldiers can be deployed in the arena. This force-multiplier effect permits the combatant commander to have sufficient support in the theater, while strengthening the joint force's fighting capability. At the conclusion of operations, contractors can also facilitate early redeployment of military personnel. An element of risk is involved in totally replacing support units with contractor support. Contractors may not initially be able to provide immediate and timely support. They also may not be able to provide the same level of self-defense as a support unit.

**NOTE: Show VGT 151-M-001-7. This viewgraph is titled “Contractors Accompanying the Force”.**

c. The type and quality of support that a contractor provides, from a customer perspective is similar to that provided by a military CS or CSS support unit. However, there are some fundamental differences that commanders and their staffs must be aware of. These differences include:

1. Contractors perform only tasks specified in contracts. "Other duties as assigned" does not apply in a contract environment.
2. Contractors and their employees are not combatants, but civilians "authorized" to accompany the force in the field. Authorization to accompany the force is demonstrated by the possession of a department of defense (DD) Form 489 (Geneva Conventions Identity Card for Persons Who Accompany the Armed Forces). This status must not be jeopardized by the ways in which contractors provide contracted support.
3. Under the Geneva Conventions, contractors are generally defined as persons who accompany the armed forces without actually being members thereof and are responsible for the welfare of the armed forces. Depending upon their duties, they may be at risk of injury or death incidental to enemy attacks on military objectives. If captured, they are entitled to prisoner of war status. Whether the enemy honors this legal requirement, however, depends upon the nature of the hostile force and their adherence to the obligations imposed under relevant international agreements.

d. Management of contractor activities is accomplished through the responsible contracting organization, not the chain of command.

1. Commanders do not have direct control over contractors or their employees (contractor employees are not the same as government employees); only contractor supervisors directly manage, supervise, and give directions to their employees.
2. Commanders must manage contractors through the contracting officer or administrative contracting officer (ACO).
3. The contracting officer representative (COR) should be utilized to the maximum extent possible. CORs are nominated by the supported unit and are appointed by a contracting officer in coordination with the supported unit to ensure a contractor performs the terms and conditions of the contract and the federal acquisition regulations. The COR is a very important coordinator between the contractor, the supported unit, and the contracting officer. However, the COR has no legal authority over the contractor or contract process. The COR cannot change the terms and conditions of the contract or direct contractors. COR functions will be discussed in detail later in this class.
4. Unless the contract specifies and local command guidance stipulate otherwise, commanders are normally responsible for force protection of contractor personnel.

**NOTE:** Conduct a check on learning and summarize the learning activity.

2. Learning Step / Activity 2. Identify the principles that govern the use of contractors in military operations.

Method of Instruction: Conference / Discussion  
Instructor to Student Ratio: 1:20  
Time of Instruction: 5 mins  
Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-8. This viewgraph is titled “Governing Principles”.**

- a. The use of contractors in support of military operations is governed by several principles. The following principles provide a framework for using contractors.

**NOTE: Show VGT 151-M-001-9. This viewgraph is titled “Force Structure Augmentation”.**

1. The use of contractors to augment force structure is merely another means to accomplish support requirements. The use of contracted support enables a commander to redirect his/her military support units to other missions. Therefore, contractors are force multipliers.
2. Though contractors are a force multiplier, Army policy is that contractors do not permanently replace force structure and the Army retains the military capabilities necessary to perform critical battlefield support functions. Department of Defense Instruction (DoDI) 3020.37 requires the development and implementation of plans and procedures to provide reasonable assurance of the continuation of essential services during crisis situations when using contractor employees or other resources as necessary. If the combatant commander or subordinate Army service component commander (ASCC) has a reasonable doubt as to the continuation of essential services by the incumbent contractor, contingency plans for obtaining the essential services from alternate sources, such as military, Department of the Army civilians (DACs), host nation, or another contractor, must be prepared and included in the contracting support annex to the logistics appendix to the operations plan.
3. Some units, especially the stryker brigade combat teams (SBCT), may be supported by a significant number of system contractors necessary to provide technical support to newly release and/or conditionally released equipment. When this is the case, the ASCC must weigh the risk of when and where these system contractors are utilized in the area of operations (AO).

**NOTE: Show VGT 151-M-001-10. This viewgraph is titled “Risk Assessment”.**

4. To properly evaluate the value of contractors to any given military operation, the requiring unit or activity and the supported commander and staff make an assessment of risk. This assessment evaluates the impact of contractor support on mission accomplishment, including the impact on military forces if they are required to provide force protection, lodging, mess, and other support to contractors, to determine if the value the contractor brings to operations is worth the risk and resources required to ensure its performance. The availability of government support provided to contractors and any conditions or limitations upon the availability or use of such services need to

be clearly set forth in the terms of the contract. The assessment also addresses potential degradation of contractor effectiveness during situations of tension or increased hostility.

5. The consideration of mission, enemy, terrain (including weather), troops (includes contractors in accordance with FM 3-0 Operations), time available and civil considerations (METT-TC) is used to evaluate how contractors are used in support of a military operation. These considerations assist commanders and staff planners in evaluating the risk of using contractors throughout the AO. When the commander determines that the risk associated with using contractors is unacceptable, contractors are not used until the risk is reduced.

**NOTE: Show VGT 151-M-001-11. This viewgraph is titled “Integrated Planning”.**

6. In order for contractor support to be effective and responsive, its use must be considered and integrated in the deliberate or crisis action planning process. Proper planning identifies the full extent of contractor involvement, how and where contractor support is provided and any responsibilities the Army may have in supporting the contractor. Planning must also consider the need for contingency arrangements if a contractor fails to perform or is prevented from performing.

**NOTE: Show VGT 151-M-001-12. This viewgraph is titled “Contract Terms and Conditions Must Consider Support to Customer”.**

7. Contracts will be written to provide the same quality and extent of support as that provided by military units. The contractor organization must be integrated to minimize disruptions to operations and minimize the adverse impact on the military structure. Links between military and contractor automated systems must not place significant additional burdens or requirements on the supported unit. Although contractors may use whatever internal systems or procedures they choose, adherence to military systems and procedures is mandatory when interfacing with the Army. However, the use of internal contractor systems will not compromise operational information that may be sensitive or classified. Additionally, requiring units or activities must be certain these system interface requirements are reflected in the performance work statement (PWS); contracting officers must do the same in the terms of the contract.

**NOTE: Show VGT 151-M-001-13. This viewgraph is titled “International Agreements”.**

8. The international agreements and host-nation laws applicable to the operational area may directly affect the use of contractors. They may establish legal obligations independent of contract provisions and may limit the full use of intended contractor support. Typically, these agreements and laws affect contractor support by:
  - (a) Directing the use of host-nation resources prior to contracting with external commercial firms.
  - (b) Restricting firms or services to be contracted.

- (c) Establishing legal obligations to the host nation (such as, customs, taxes, vehicle registration and licensing, communications and facilities support, passports, inter- or intra-country travel, mail, work permits, and hiring of local workers).
  - (d) Prohibiting contractor use altogether.
9. Consideration of these agreements must be made when preparing OPLANs/ OPODs and contracts. Conversely, the use of contractors must be considered when entering into new or revised agreements.

**NOTE:** Conduct a check on learning and summarize the learning activity.

3. Learning Step / Activity 3. Define key terms related to the contracting process.

Method of Instruction: Conference / Discussion  
 Instructor to Student Ratio: 1:20  
 Time of Instruction: 5 mins  
 Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-14. This viewgraph is titled “Contract Terminology”.**

The following slides will familiarize you with common terms used when dealing with contracting tasks.

**NOTE: Show VGT 151-M-001-15. This viewgraph is titled “Contract Terms”.**

- a. A **Contract** is *an agreement*, both oral and written, between responsible parties, for an act or forbearance of an act in exchange of consideration. This means that a contract creates a *mutually binding legal relationship* between the agreeing parties: the Army and a business. It *obligates the seller* (the business) to furnish the supplies or services (including construction) *and the buyer* (the Army) to pay for them. It includes all types of commitments that *obligate the Government to an expenditure of appropriated funds* and that, except as otherwise authorized, *are in writing*. [Federal Acquisition Regulation (FAR) 2.101].
- b. **Contracting** means purchasing, renting, leasing, or otherwise obtaining supplies or services from nonfederal sources. Contracting includes description (but not determination) of supplies and services required selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. It does not include making grants or cooperative agreements. (FAR 2.101).

**NOTE: Show VGT 151-M-001-16. This viewgraph is titled “Contracting Terms (continued)”.**

- c. A **Contractor** is any individual or other legal entity that—

1. Directly or indirectly (such as, through an affiliate) **submits offers for or is awarded**, or reasonably may be expected to submit offers for or be awarded, **a government contract**, including a contract for carriage under government or commercial bills of lading, or a subcontract under a government contract;  
**or**
2. **Conducts business**, or reasonably may be expected to conduct business, **with the government as an agent or representative of another contractor**. (FAR 9.403).

**NOTE: Show VGT 151-M-001-17. This viewgraph is titled “Types of Contractors”.**

d. There are three types of contingency contractors:

1. **Theater Support Contractors** support deployed operational forces under prearranged contracts, or contracts awarded from the mission area, by contracting officers serving under the direct contracting authority of the ASCC contracting support brigade (CSB) commander/principal assistant responsible for contracting (PARC) or other service/joint/multinational chief of contracting responsible for theater support contracting in a particular geographical region. Theater-support contractors provide goods, services, and minor construction, usually from the local commercial sources, to meet the immediate needs of operational commanders. Theater support contracts are the type of contract typically associated with contingency contracting.
2. **External Support Contractors** provide a variety of combat support and combat service support to deployed forces. External support contracts are led by contracting officers from support organizations such as the US Army Materiel Command (USAMC) and the US Army Corps of Engineers (USACE). They may be prearranged contracts or contracts awarded during the contingency itself to support the mission and may include a mix of US citizens, third-country nationals and local national subcontractor employees. External support contracts include the logistics civil augmentation program (LOGCAP) administered through USAMC's Army field support brigade (AFSB), sister Service LOGCAP equivalent programs, the Civil Reserve Air Fleet, commercial sealift support administered by the US Transportation Command (USTRANSCOM), and leased real property and real estate procured by the USACE.
3. **System Contractors** support many different Army materiel systems under pre-arranged contracts awarded by the Assistant Secretary of the Army for acquisition, logistics, and technology (ASA [ALT]) program executive officer (PEO) and their subordinate project/product manager (PM) offices. Supported systems include, but are not limited to, newly or partially fielded vehicles, weapon systems, aircraft, command and control (C2) infrastructure such as the army battle command systems (ABCS), standard Army management information systems (STAMIS), and communications equipment. System support contractors, made up mostly of US citizens, provide support in the garrison and may deploy with the force to both training and contingency operations. They may provide either temporary support during the initial fielding of a system, called interim contracted support, or long-term support for selected materiel systems, often referred to as contractor logistic support.

- e. A further subset of contractor personnel recently identified in DoD policy (DoDI 3020.41, October 2005) are **contractors who deploy with the force (CDF)**. CDF contractors are those system and selected external support contractors who are hired outside of the operational area and deploy with the force.

**NOTE: Show VGT 151-M-001-18. This viewgraph is titled “Contracting Terms”.**

- f. **Contractors deploy with force (CDF)** are those system and selected external support contractors who are hired outside of the operational area and deploy with the force. (DoDI 3020.41 October 2005).
- g. **An administrative contracting officer (ACO)** is a contracting officer with duties limited to administering (vice letting) contracts. Most **deployed** ACOs work for defense contract management agency (DCMA) and provide contract administration on LOGCAP contracts. (FAR 2.101).
- h. **Contracting support brigade (CSB) commander/principal assistant responsible for contracting (PARC)** serves as the theater support contracting command and special staff officer to the ASCC.
- i. A **contracting officer (CO)** is a person with the *authority to enter into, administer, and/or terminate contracts* and make related determinations and findings. (FAR 2.101).

**NOTE: Show VGT 151-M-001-19. This viewgraph is titled “Contracting Terms (continued)”.**

- j. A **contracting officer representative (COR)** is an individual designated and authorized in writing by the contracting officer to **perform specific technical or administrative functions**. The COR **does not have any authority to obligate government funds**. (DFARS 201.602-2) CORs are the **eyes and ears** of the contracting officer. The COR **monitors the contractor’s performance** relative to the terms and conditions written in the contract and communicates any problems directly to the contracting officer. The COR **does not have authority to modify the terms and conditions** of any contract.
- k. The **field ordering officer (FOO)** is an official **nominated by commander**, and appointed, **in writing**, by the contracting officer. The FOO has **limited authority to purchase and obligate the government**. The amount authorized is generally less than or equal to the micro purchase threshold. However, in special circumstances the amount may be higher as determined by the CSB commander/PARC.
- l. A **performance work statement (PWS)** is a performance-based description of the user’s technical, functional, and performance requirements. It defines the outcomes to be achieved, not the methods for achieving those outcomes. (FM 100-10-2. (August 1999).

**NOTE: Show VGT 151-M-001-20. This viewgraph is titled “Contracting Terms (continued)”.**

- m. A **requiring unit or activity** is that organization or agency that **identifies a specific CS or CSS requirement** through its planning process to support the mission. All requiring units or activities are responsible to **provide contracting and contractor oversight in the AO**, through the appointed COR, to include submitting contractor accountability and visibility reports as required. Requiring

units can either be a tactical- or operational-level unit in the AO or a support organization, such as an ASA (ALT) PEO/PM or USAMC, which has identified a support requirement that affects forces in the field. This organization identifies the specific requirements for the support. If it is determined that the requirement is best satisfied by contractor support, this organization **prepares the required PWS** that supports the contracting process. It should be noted that the requiring unit or activity **may not be the organization actually receiving the contractor support**. These units are simply referred to as the supported unit.

- n. A **supported unit** is the organization that is the recipient of support, including contractor-provided support. A supported unit may also be the requiring unit, if it initiates the request for support.
- o. The **supporting organization** (referred to as the sponsoring organization in accordance with current ARCENT CAF policy) is that organization or activity tasked to **furnish organizational or life support to a contractor**. It may be the supported organization, the requiring unit or activity, a functional organization such as a transportation unit or the USACE that provides equipment or facilities, or any other organization that possesses the support capability. The supporting organization is responsible for **providing force protection**, specified organizational support, or life support to contractors as directed.

**NOTE: Show VGT 151-M-001-21. This viewgraph is titled “Contracting Terms (continued)”.**

- p. **Actual authority** is authority given in writing to contracting personnel and is very specific. From the authority expressed in writing comes some implied authority (i.e., the authority to negotiate is implied from the expressed authority to award contracts up to \$1 million).
- q. **Apparent authority** is authority that individuals derive from their position, but cannot be used in government contracting (for example, the Commanding General states to the contractor that it would be nice if there were a walkway across the wet field and the contractor builds a walkway without the approval of a contracting officer).
- r. An **unauthorized commitment** (UAC) occurs when there is a purchase agreement that is not binding solely because the government representative (a Soldier or DAC) who made it lacked the authority to enter into that agreement on behalf of the government. Only a warranted contracting officer is authorized to enter into such agreements. A businessman, especially in a foreign country, may sell his/her products or services to someone who *appears* to possess the authority to make a purchase on behalf of the US government. Unfortunately, if that person does *not* have the authority to enter into an agreement on the government’s behalf, there is no documentation to issue payment. Therefore, the businessman does not get paid. This creates resentment towards the US military and can prevent further authorized purchases from being made. Another way a UAC occurs is when a government representative directs the actions of a contractor or their employees through the issuance of a work directive not identified in the PWS resulting in the government incurring additional charges. Both of these UACs can be ratified by a contracting officer; however, the ratification process is lengthy and prevents legitimate purchases from being made in a timely matter.

**Soldiers and DACs can be held financially liable for UACs depending on the circumstances and conduct of the individual initiating the UAC.**

- s. A **contracting activity** is an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. (FAR 2.101).

**NOTE:** Conduct a check on learning and summarize the learning activity.

**CHECK ON LEARNING:** Conduct a check on learning and summarize the ELO.

**NOTE: Show VGT 151-M-001-22. This viewgraph is titled "Review, ELO A".**

Let us review what we have learned in the first portion of this module.

**Sample Discussion Questions:**

1. Q: Are contractors a subordinate group within the military chain of command?  
A: No. The contractor does not formally fall within the direct military chain of command. Commanders must manage contractors through the contracting officer with the assistance of a unit COR.
2. Q: Who is responsible for providing support in the event the contractor does not perform?  
A: The commander is responsible for providing support. Contingency plans for obtaining the essential service from alternate sources, such as military, DACs, host nation, or another contractor, must be prepared and included in the contracting support plan.
3. Q: How does the requiring unit define its requirements for contractor support?  
A: Performance work statement (PWS).
4. Q: Who is the only individual authorized to make changes to an existing contract?  
A: The contracting officer.
5. Q: What are the three types of contractors?  
A: External Support Contractor, Theater Support Contractor, Systems Contractor.
6. Q: What is a COR and why is he or she important to the contract management process?  
A: A COR is a contracting officer representative. It is an additional duty position normally from the requiring or supported unit. The COR is the "eyes and ears" of the contracting officer.

**B. ENABLING LEARNING OBJECTIVE**

<b>ACTION:</b>	Discuss how contractors are integrated into Army operations.
<b>CONDITIONS:</b>	Given a classroom environment, classroom instruction (conference/discussion), and references.
<b>STANDARDS:</b>	The student will score a minimum of 70 percent on a written examination after receiving instruction and summary/review.

1. Learning Step / Activity 1. Discuss key aspects of planning for and integrating contractor support.

Method of Instruction: Conference / Discussion  
Instructor to Student Ratio: 1:20  
Time of Instruction: 10 mins  
Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-23. This viewgraph is titled “ELO B”.**

ELO B: Discuss how contractors are integrated into Army operations.

**NOTE: Show VGT 151-M-001-24. This viewgraph is titled “Planning for Contractor Support”.**

- a. Planning for contractor support must be a part of the overall support plan for any operation.

1. To be effective, contracted support as well as military support to contractor personnel/operations must be considered early in the planning process and continuously throughout the operation.
2. Planning addresses how and where the contracted support should be provided.
3. The planning process also includes evaluation of the risks involved and determination of the extent to which contractors should be supported by the military.
4. Planning establishes the basis of requirements for support by a contractor as well as military support to contractor personnel and operations. If contractor support requirements are not addressed during planning, the PWS and support requirements that must be communicated to a contractor through a contract are either omitted or included too late, thereby reducing the effectiveness of a contractor’s ability to effectively support the mission.

- b. The next slides will address what you need to understand about planning. This discussion is not all-inclusive, but provides a basis for understanding what types of things you need to consider when planning for contracted support.

**NOTE: Show VGT 151-M-001-25. This viewgraph is titled “Planning Considerations”.**

1. While developing the logistics supportability estimates of any operational plan (OPLAN) or operation order (OPORD), the logistic staff may identify

requirements-capabilities gaps. In many situations, contracted support may be a viable option to fill these gaps, but the planning staff must be aware of the unique considerations involved when planning for contracted support. Early on, planners must actively consult the appropriate contracting oversight authority (e.g., the AFSB and CSB commander/PARC), Proper planning should, however, make contractor-provided support as transparent as possible to the supported unit.

2. Planning for contractor support identifies the full extent of contractor involvement, how and where contractor support should be provided, and any responsibilities the Army may have in supporting the contractor. Also, the need for contingency arrangements if a contractor fails to perform or is prevented from performing must be considered. Special consideration must be given to system support contract requirements where no military support is currently available.

**NOTE: Show VGT 151-M-001-26. This viewgraph is titled “Types of Operational Plans”.**

**Reference: FM 3-100.21 Contractors on the Battlefield and FM 100-10-2 Contracting Team Support on the Battlefield.**

3. Contracting Support Plan:
  - (a) The contracting support plan is a key appendix to the logistics annex. This functional appendix lays out the operation-specific contracting procedures, responsibilities, and actions. It begins with the combatant commander’s guidance and is normally written by the CSB Commander/PARC in close coordination with the G-4, the theater sustainment command (TSC) support operations officer (SPO), the USAMC AFSB and other staff planners. It serves as the mechanism for providing detailed guidance for acquiring (contracting for) theater support contracting for a specific military operation and also covers logistics support-related external support contracting (such as LOGCAP) procedures for a particular operation. It normally does not include discussion on system support contractor support or contracting personnel integration, force protection, and so on.
4. Contractor Integration Planning:
  - (a) Numerous lessons learned related to contractor support to military operations clearly identify the need to better integrate contractor personnel requirements into the military-planning process. Detailed contractor integration planning (not to be confused with the contracting support plan discussed above) is necessary to addressing specific contractor-related deployment, management, force protection, and support requirements that are routinely identified, but not well articulated, in recent operational planning.
  - (b) All supported and supporting units must plan to properly integrate contracting personnel into military operations. Contractor personnel integration planning ensures that contractor personnel related policies and procedures are known and included in appropriate portions of the OPLAN/OPORD. Contracting officers use this planning guidance to ensure that their contracts are written to include the requisite contractor

personnel integration (force protection, government furnished support, and so on) language.

- (c) One way to address this need is to develop and publish a contractor integration plan as a separate annex to the OPLAN/OPORD. At a minimum, the individual portions of the OPPLAN/OPORD must address how contractor personnel supporting an operation are be managed, deployed, supported, and protected. More specifically, the OPLAN/OPORD, with or without a separate contractor integration plan annex, must provide the following:
  - (i) G-1 input on contractor personnel support (mail, legal, and so on), CDF pre-deployment training requirements, theater-entrance requirements, and personnel accountability reporting requirements.
  - (ii) G-2 information on contractor employee clearance and security procedures.
  - (iii) G-3 information on contractor deployment/redeployment and employment. Employment guidance may include specific time (such as phase of an operation) and/or location restrictions on contractor personnel.
  - (iv) G-4 guidance on the issuance of government furnished equipment (GFE) and life support.
  - (v) Provost Marshal-developed force protection policies and procedures.
  - (vi) Staff judge advocate (SJA) information on legal issues.
  - (vii) Surgeon-stipulated special contractor medical requirements.
  - (viii) Staff engineer guidance on facility use.
- (c) In theory, the G-3 should ensure that the staff planners conduct advance planning, preparation, and coordination to incorporate contractor support into the overall operation. In practice, the G-4, the CSB commander/PARC and/or the USAMC AFSB are heavily involved in ensuring that contract and contractor personnel management requirements are properly integrated into both the planning and execution phases of an operation.
- (d) The OPLAN/OPORD should encompass all types of contractor support (theater support, external support, and system support) originating from anywhere in the world and serve as the critical link between the supported ASCC, the various functional support elements, contracting activities, and the supporting contractors. With or without a separate contractor integration plan annex, the OPLAN/OPORD must clearly communicate operational-specific contractor integration requirements to the contracting activities so that tailored contracts may be executed.

**NOTE: Show VGT 151-M-001-27. This viewgraph is titled “Contractor Deployment”.**

5. All contractors must be integrated into the support plans and operations in the AO, but not all contractors have to go through all pre-deployment actions or have to be received, staged or onward moved. Only CDF personnel are required to meet pre-deployment requirements and go through a formal deployment process. Theater support contractors and local national personnel hired by external support contractors, for example, already live in the theater; they will not have to be received, staged, or onward moved.
  - (a) Contractor employees departing from CONUS or OCONUS may require specific training and other theater-specific pre-deployment requirement actions. Training and other deployment requirements must be identified during planning, specified in the OPORD/OPLAN, and stipulated in the contract. The extent and type of the training and equipment will vary depending on the nature of the operation and the type of contractor (theater support, external support, or system support) involved. Training and other pre-deployment actions may be provided by the military through the supported unit if a habitual relationship exists, through the designated CONUS replacement center (CRC) deployment site, or by the contractor himself, utilizing guidelines provided through the contract. Department of the Army Personnel Policy Guidance for contractor specific pre-deployment training can be located at <http://www.armyg1.army.mil/MilitaryPersonnel/operations.asp>
  - (b) Contractors can also perform reception, staging, onward movement, and integration (RSO&I) functions in a number of ways depending upon the type of contractor and METT-TC considerations. For example, systems contractor personnel can (and should) prepare for and RSO&I with the unit they support (habitual relationships apply). External support contractor RSO&I functions will be more dependent upon METT-TC considerations, the most important of which is the capability of the aerial port of debarkation (APOD)/sea port of debarkation (SPOD) in the theater.
  - (c) Some of the factors bearing on the appropriate methodology for contractor RSO&I include:
    - (i) LOGCAP contractors deploying from CONUS may be authorized to largely self-conduct RSO&I.
    - (ii) Third country national contractor employees brought into the operational area should, at a minimum, be provided force protection to and from designated APODs/SPODs.
    - (iii) Local national contractor employees will not require RSO&I, but they must be integrated into the support operations plan.
    - (iv) The nature of the operation itself impacts on the commander's decisions. Humanitarian assistance operations provide more leeway in the commander's decision-making process than would major combat operations. As is always the case, risk assessment and risk management principles apply (FM 100-14).
6. DoD and Army policy on arming individual contractor personnel:
  - (a) Contractor must request and combatant commander must approve.
  - (b) Contract company policy must allow.

- (c) Employee cannot be forced to carry a weapon.
- (d) Limited to standard small arms (pistol or rifle) and military specification ammunition only.
- (e) Contractor must provide appropriate training.
- (f) Contractor personnel must not be barred from possession of a firearm by 18 U.S. Code sec. 992.
- (g) Contractor personnel must adhere to all guidance and orders of Combatant Commander regarding possession, use, and accountability of weapons and ammunition.
- (h) Weapons and unexploded ammunition must be returned upon redeployment or revocation of authorization to possess.
- (i) No privately owned weapons.

7. DoD and Army policy on using contractor personnel to provide security:

- (a) In areas where major combat operations are not ongoing or eminent, contractor personnel may be used to guard military installations, forces, and supplies if approved by the combatant commander.
- (b) Contracted security forces may not be utilized to conduct any type of offensive operations.

**NOTE:** In some operations, there may be a significant number of non-DoD related contracted private security firms operating in the AO. For example, the Department of State may contract out security of key civil infrastructure or individuals. Military commanders must aggressively establish and maintain situational awareness of these contracted security forces' locations and activities. In some cases, direct coordination and information sharing may be required.

**NOTE: Show VGT 151-M-001-28. This viewgraph is titled "Location on the Battlefield".**

- 8. Army operations may occur in a non-linear operational environment without clearly defined traditional borders or boundaries. In these circumstances, contractors can expect to perform virtually anywhere in the AO, subject to the terms of the contract and the combatant commander's risk assessment.
- 9. As a matter of routine operation, contractor personnel will not be assigned to support below the brigade combat team (BCT) level in an area where it is likely that they will be directly engaged by enemy forces or used as a substitute for field-level maintenance. Should the senior military commander determine that their services are required at lower echelons, they may perform their support services at any level, depending on METT-TC, and only on a temporary basis. Such employment must be consistent with the terms and conditions of the contract.
- 10. Contracts for contractor support must be carefully drafted to specify the services needed and the conditions under which they are required so contractors are fully aware of what is involved. When contractors choose to perform under dangerous conditions, the cost of the contract may be increased due to the risk and additional difficulty the contractor is being asked to accept. Contractors may be more likely to perform under dangerous conditions if the Army meets certain security requirements to ensure their protection and safety.

**NOTE:** We must always keep in mind that contractors have the authority to stop work and/or pull their employees from specific areas if/when they determine that the force protection risk exceeds acceptable risk laid out in their contract. For example, the LOGCAP umbrella contract (LUC) contractor stopped supply convoy support on several occasions in Operation Iraqi Freedom (OIF), including joint operational area-wide stop work action due to unacceptable security risks along the extended lines of communications in Iraq. In these cases, the failure to perform was on the part of the U.S. military who failed to provide sufficient force protection capabilities to the unarmed LOGCAP drivers.

**NOTE:** Conduct a check on learning and summarize the learning activity.

2. Learning Step / Activity 2. Identify factors to evaluate when deciding whether to use contractor support.

Method of Instruction: Conference / Discussion

Instructor to Student Ratio: 1:20

Time of Instruction: 10 mins

Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-29. This viewgraph is titled “So, You Want To Contract It?”**

- a. Assume you are a staff officer in a unit that is considering using contracts to provide support during your operations in theater. What are some of the things you need to think about as you consider your courses of action?
  1. The first is quality of life (QOL) for your Soldiers. There are QOL standards for each theater. For instance, the Handbook in the CENTCOM area of responsibility prescribes levels of QOL services that correspond to length of time in the theater. There are initial, temporary, and enduring standards. Commanders can further define the standards.
  2. The second consideration is the risk of using contractors. How hostile is the environment and how much force protection will need to be provided to the contractor? What is the impact of force protection requirements on the military (for example, how many troops are required to protect each convoy? Is that cost prohibitive?) With theater support contractors the issue may be the supported unit providing a Soldier to guard the contractors while they are performing on the installation. In this case, how will these individuals be vetted and screened for security? Will they be searched prior to coming on base? What access will they have internal to the base? Will they operate under armed guard?
  3. Another consideration is balancing the quality, speed, and cost of the services provided. Under the premise that you can only have two out of the three elements (good, fast, and cheap), you would need to set a priority and understand the implication: if you want it next week and you want a quality service, it will cost you an astronomical amount of money. If you plan ahead, you can get a quality service at a reasonable price. Therefore it is best to plan for requirements, not react to surprises.
  4. Your planning also needs to take into consideration the ramp-up period for services. Everything is not available at once. A good example of this is dining facilities. If you plan for contracted dining facilities, the contractor needs time to negotiate the subcontract, order the materials, construct/set up

the facility, transport the equipment, screen the personnel, transport food, and have the facility inspected by preventive medicine. During that time, troops still need to eat and it falls upon the government to feed them.

**NOTE: Show VGT 151-M-001-30. This viewgraph is titled “Government Obligations”.**

5. A final consideration is the government’s obligations to the contractor. In most cases, the government means the supported (also known as the sponsoring) unit. FM 3-100.21 and DoDI 3020.41 set out military obligations to support contractors.
  - (a) First and foremost is force protection. In a hostile environment this is the critical piece and will have the greatest impact upon the supported unit. Force protection is provided by the combatant commander while the subordinate commanders normally set specific force protection procedures (for example, type/number weapons per convoy). In addition, the contractor personnel are normally not armed. In Iraq and Afghanistan, the contractor personnel generally cannot move without military escort. That escort is not only for long convoys over the main supply routes, but also for movement between camps that are relatively close together.
  - (b) **EXAMPLE:** There are four camps located in one city. There is one main camp, where the management and administrative functions are located. Contractor personnel need to move between the camps in order to deliver supplies, supervise ongoing construction, make repairs, and so on. Every time the contractor leaves the gate, they need a military escort. Without an escort, they cannot perform the service and the government cannot hold him responsible for performance (since the government failed to hold up its end of the bargain). Consider the guard details needed even for once-a-day runs to each satellite camp.
  - (c) According to FM 3-100.21, the more hostile and austere the operational environment, the more support the government will have to provide. Obviously in CONUS and other developed areas, contractors can utilize private health-care providers for medical care. In most operational environments, this will not be possible. Current policy is that the government provides urgent care (on a reimbursable basis if required by the contract) to all contractor personnel who deploy with the force. Units must understand this obligation and ensure those responsible for providing this support also understand and plan for this requirement. There are numerous examples early in OIF of contractors being denied urgent care due to ignorance on the part of the medical community of this support requirement. In some other cases in OIF, routine medical care was provided for all contractors who deployed with and lived with the force even though such care was not provided for in the contract. Unfortunately, this requirement was not properly planned for and greatly stretched the local military medical capabilities.
  - (d) The military also needs to maintain visibility over contractors in theater. USAMC has designated a “Contractor Coordination Cell” in each of its AFSBs to keep track of those contractor personnel present in the theater. However, contractors are not always aware of the requirement to keep the AFSB informed of their operations within the theater. Policies and

doctrinal procedures at the DoD and DA level with regard to contract visibility and CDF accountability are currently being developed.

- (e) The final government obligation is GFE. In order to control costs, the government (the unit) agrees to provide certain equipment to the contractor. This can be provided through Army stocks, through contingency contract purchases of material and supplies, or through access to the federal supply system. However, if the government agrees to provide something, the terms and conditions must be specified in the contract. GFE must also be provided in accordance with applicable law and DA and DoD regulation, especially in the area of property accountability.
- (f) DFARS Case 2003-D087, Contractor Personnel Supporting a Force Deployed outside the United States, provides additional information on Government obligations to support contractors. It adds policy to address situations that require contractor personnel to deploy with, or otherwise provide support in the theater of operations to, U.S. military forces deployed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the combatant commander. The DFARS changes enable contracting officers to consistently address the issues associated with these operations through use of a standard contract clause.
- (g) Reference contract personnel who interact with detainees. The Ronald Reagan National Defense Authorization Act for Fiscal Year 2005 – Section 1092. (b) (2) requires the following; Ensuring that each Department of Defense contract in which contract personnel in the course of their duties interact with individuals detained by the Department of Defense on behalf of the United States Government include a requirement that such contract personnel have received training, and documented acknowledgement of receiving training, regarding the international obligations and laws of the United States applicable to the detention of personnel.

**NOTE: Show VGT 151-M-001-31. This viewgraph is titled “Criminal Jurisdiction Gap”.**

b. Discussion: The liability and accountability of contractor personnel in most cases is already provided for in U.S. law, international agreements, conventions, treaties, and Status of Forces Agreements. However, in some cases a gap may emerge where the contractor personnel are not subject to the UCMJ (only in time of declared war) and the contractor commits an offense in an area that is not subject to the jurisdiction of an allied government (for example, an offense committed in enemy territory). In such cases, the contractor's crime may go unpunished unless other federal laws, such as the military extraterritorial jurisdiction act (MEJA) or the war crimes act (WCA) apply, or the contractor is otherwise subject to the UCMJ (for example, a military retiree). Of course, these types of cases should be brought to the immediate attention of the local provost marshal and SJA offices to determine which laws apply.

**IMPORTANT NOTE**

*The National Defense Authorization Action for fiscal year 2007 expanded UCMJ authority over contractor personnel authorized to accompany the force to include all contingency operations; however, at the time that this TSP was revised, DoD has not issued any implementing instructions for this new law. Given the lack of DoD implementation guidance, this TSP does not include discussion on UCMJ authority over contractor personnel except in times of declared war and over retired military personnel.*

**NOTE: Show VGT 151-M-001-32. This viewgraph is titled “Acquisition Process: Hierarchy of Use”.**

- c. This slide depicts the hierarchy of use.
  1. During the planning process, the staff should first evaluate meeting the requirement through the use of organic forces multinational support and host nation support prior to requesting contracted support.
  2. If that is not feasible, due to METT-TC factors, then generally the theater-level contracting option should be considered.
  3. The final option is normally an external contract such as LOGCAP.

**NOTE:**

Additional logistic and construction related external contracts include, but are not limited to:

- GCCC (Global Contingency Construction Contract)—US Navy.
- AFCAP (Air Force Contract Augmentation Program)—US Air Force.

**NOTE: Show VGT 151-M-001-33. This viewgraph is titled “Acquisition Review Board”.**

- d. The acquisition review board (ARB) is the gatekeeper, ensuring that all requirements are valid and approved before being turned over to the contractor for action. Although the ARB is not mandated, it has been implemented in most deployed locations and is a useful technique for providing discipline to the requirements process.
  1. ARBs are held at the decision-maker level as designated in the operational area and should be used as a means to keep all requirements in line with the overall acquisition strategy. All requirements that fall under ARB guidance must be validated by the board. The ARB reviews, approves/disapproves, prioritizes, and most importantly, directs the appropriate source of support. These sources of support may be another service, host nation support (HNS), multinational support or commercial support via a theater support or external support contract.
  2. The board is usually chaired by a General Officer and has members of the logistics, engineering, resource management, and contracting staff. When a unit or staff element wants to request support, it must argue the requirement to the board who will vote to approve, disapprove, or table the item. This process helps to ensure that we only contract what we need and that we procure by the best means possible. FM 100-10-2 Contracting Support on the Battlefield addresses ARBs.

3. When a requirement is approved by the ARB, the ARB is usually agreeing to commit funds against the requirement. Check on the ARB procedures at your location for details.
4. An acquisition review board can have any number of different names, but they all perform the same function. For a Joint Task Force, it may be called a joint acquisition review board (JARB). A coalition may have a consolidated ARB called a coalition acquisition review board (CARB). In Iraq, a board called a base camp planning board (BCPB) meets specifically to approve LOGCAP requirements for base camps.

**NOTE:** Conduct a check on learning and summarize the learning activity.

**CHECK ON LEARNING:** Conduct a check on learning and summarize the ELO.

**NOTE: Show VGT 151-M-001-34. This viewgraph is titled “Review, ELO B”.**

Let us review what we have learned in this portion of this module.

**Sample Discussion Questions:**

1. Q: What are the two types of operational planning necessary to ensure contracted support is planned and coordinated?

A: Contract support planning and contractor integration planning.

2. Q: Where can the contractor receive theater or mission specific training prior to deployment?

A: By the military through the supported unit or the designated deployment process or by the contractor utilizing guidelines provided through the contract.

3. Q: What factors should be considered when planning for the use of contractors?

A: Soldier quality of life, risk, good-fast-cheap, ramp-up time.

4. Q: What are the basic obligations the government must consider when planning to use contractors?

A: Force protection, support when forward deployed, contractor accountability, and government furnished equipment.

5. Q: What is the hierarchy of use when determining who should provide support?

A: Organic forces, host nation, theater support contract, external contract.

**C. ENABLING LEARNING OBJECTIVE**

<b>ACTION:</b>	Explain user responsibilities for requesting and overseeing contract support.
<b>CONDITIONS:</b>	Given classroom environment, classroom instruction (conference/discussion), and references.
<b>STANDARDS:</b>	The student will score a minimum of 70 percent on a written examination after receiving instruction and summary/review.

1. Learning Step / Activity 1. Explain user responsibilities for requesting contract support.

Method of Instruction: Conference / Discussion  
Instructor to Student Ratio: 1:20  
Time of Instruction: 15 mins  
Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-35. This viewgraph is titled “ELO C”.**

ELO C: Explain user responsibilities for requesting and overseeing contract support.

**NOTE: Show VGT 151-M-001-36. This viewgraph is titled “Requesting Support”.**

The intent of this slide is to transition for guidelines for requesting support.

**NOTE: Show VGT 151-M-001-37. This viewgraph is titled “Inherent Government Functions”.**

a. When requesting contractor support, you must consider what you are asking the contractor to do. Contractors cannot be used to conduct inherent government functions. These are functions that can only be conducted by government officials or employees due to the sensitive nature of the function. If someone makes a value judgment on behalf of the Army, he or she is performing an inherent government function.

1. Listed here are some examples of duties that are inherently governmental:

- (i) Combat operations.
- (ii) Criminal investigations.
- (iii) Prosecutions.
- (iv) Commanding military forces.
- (v) Foreign relations/policy.
- (vi) Hiring, directing, or supervising Soldiers or DAC personnel.
- (vii) Perform accountable officer responsibilities.
- (viii) Budget policy.
- (ix) Collecting duties and taxes.

2. Below are examples of duties that are not inherently governmental:

- (i) Budget preparation.
- (ii) Studies used in developing policy.
- (iii) Development of regulations.
- (iv) Assisting in contract management, evaluation of technical proposals and develop PWS.

- (v) Providing inspection services.
- (vi) Most CSS and CSS functions.

b. In addition to the type of work the contractor will be doing, you must also consider who will supervise the contractor employees. You cannot enter into a personal service arrangement where the government is directly supervising and controlling contractor personnel. The contractor must provide its own supervisors who directly supervise and control contractor personnel.

AR 715-9 Contractors Accompanying the Force states: Contracted support service personnel shall not be supervised or directed by military or DAC personnel. Instead, as prescribed by the applicable federal acquisition regulations or as required by force protection to ensure the health and welfare, the COR shall communicate the Army's requirements and prioritize the contractor's activities within the terms and conditions of the contract.

**NOTE: Show VGT 151-M-001-38. This viewgraph is titled "Performance Requirement Document".**

c. A PWS is the means by which to tell the contractor what service to provide. It is sometimes also referred to as a statement of work (SOW). All PWSs should tell the contractor *what* is needed. The PWS defines the outcome, but not the means to achieve that outcome. Performance-based language is used for contracting services. PWSs follow a standard template, with a few exceptions.

Supply requirements should also be described in relation to performance capability, not name brand descriptions. The next few slides will provide examples of performance-based language.

**NOTE: Show VGT 151-M-001-39. This viewgraph is titled "Contract Language (Supply)".**

1. The example on the top of this slide uses requirements language and tells the contractor how to do it but not what the customer actually wants.
2. The example on the bottom uses performance-based language and tells the contractor what you want but not how to do it. Using performance-based language ensures the contractor provides what you actually need in accordance with the terms and conditions of the contract. Ensure PWSs are written in performance-based language.

**NOTE: Show VGT 151-M-001-40. This viewgraph is titled "Contract Language (Service)".**

3. This slide provides another example of performance-based language in a service contract setting.

**NOTE: Show VGT 151-M-001-41. This viewgraph is titled "Sample Requirement".**

4. USE THIS SLIDE AS A PRACTICAL EXERCISE:

Show the first narrative and give the students 10 minutes to come up with a performance work statement. Go around the room and have students read their example and discuss. Then put up second performance-based statement as an example. Although there will be additional standard

language (applicable to all dining facilities) inserted into the performance work statement, this requirement statement provides the necessary information to define the requirement.

This PE can be expanded by asking the following questions: What if there is a requirement to run 24 hour operations or contingency for late night meals? What about increases due to rotation schedules? What about availability to do special meals for dignitaries?

**NOTE: Show VGT 151-M-001-42. This viewgraph is titled "Solution".**

5. This viewgraph simply identifies a solution for the requirement in viewgraph number 41. The contractor shall deliver 10 portable latrines NLT (time & date group) at specific location "town somewhere in Iraq". Latrines should be western style, ventilated, with a locking door. Latrines shall be serviced/cleaned every other day and be provided with two days supply of toilet paper and hand sanitizer for each. The contractor needs to be prepared to have all employees and vehicles searched prior to entrance on the base. They must also be escorted by military personnel while on base. This service is required for 30 total days. Latrine shall be removed from site NLT (time & date group).

**NOTE: Show VGT 151-M-001-43. This viewgraph is titled "Independent Government Cost Estimate (IGCE)".**

d. Independent government estimation of a contract's cost is a KEY first planning step. Although the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement (DFARS) do not specifically require "Independent Government Cost Estimates (IGCE's)", FAR 15, 404-1(a) requires contracting officers to ensure that the final contract price is fair and reasonable for all acquisitions through cost analysis. This implies a corresponding cost estimate for all acquisitions.

1. The IGCE is a cost estimate developed by the customer (requiring activity) based on the technical requirements and without the influence of potential contractors' (marketing) efforts. The IGCE should be used to think through, develop, and document the acquisition to justify, defend, make tradeoff decisions, and manage through the life-cycle of the requirement.
2. The IGCE's primary function is to provide the contracting officer with an unbiased realistic cost estimate for what is being purchased. It is the contracting officer's job to ensure that the final contract price is both fair and reasonable, achieving both a best value and a shared risk contract between government and suppliers. Well-documented IGCEs provide contracting officers with essential program knowledge needed to evaluate and negotiate contract proposals. Offeror's prices that deviate significantly from IGCEs may indicate unclear, ambiguous, or underdeveloped requirements.
3. It is generally understood that unit staff members may not have the expertise required to develop an adequate IGCE. Therefore, contracting personnel are available to assist, providing templates and guidance to accomplish this task. Consult your local contracting professional for guidance if you need to develop the IGCE.

4. Tailor IGCEs from Standard Formats: Information is important, format is not. Use a logical approach and standard spreadsheets or common application software that will allow IGCEs to be easily developed and transferred electronically. An IGCE is required by the contracting office and must accompany the PWS when forwarded to the contracting officer for action.
1. The customer is responsible for the IGCE. However, it is generally understood that unit staff members may not have the expertise required to develop an adequate IGCE. Therefore contracting personnel are available to assist, providing templates and guidance to accomplish the task.
2. The IGCE is used by the contracting officer as one means to determine whether the contractor cost proposal is reasonable. The IGCE should not be shown to the contractor under any circumstances, as it compromises the procurement process.
3. Consult your local contracting professional if you need to develop the IGCE.

**NOTE: Show VGT 151-M-001-44. This viewgraph is titled “Funding”.**

- e. Funding is a key component of the contracting process. Work cannot begin until the money is obligated, in compliance with the Anti-Deficiency Act.
  1. Funding for contingency operations comes from the contingency operations and maintenance budget; funding coordination is the responsibility of the supported unit.
  2. LOGCAP funding is secured via a military interdepartmental purchase request, (MIPR) while local funding is secured on a DA Form 3953.

**NOTE: Show VGT 151-M-001-45. This viewgraph is titled “Start Work”.**

- f. Once the contractors’ proposals have been evaluated and money has been provided, work can begin either by signing a contract or issuing a Notice to Proceed.
  1. The contracting officer should hold a post-award conference to establish priorities for the contractor’s work and ensure that government and contractor personnel work effectively together to meet the Army’s requirements.
  2. When problems arise during a contract’s execution phase, they are addressed through the COR and contracting officer.

**Remember: Only a warranted contracting officer can direct the contractor.**

**NOTE:** Conduct a check on learning and summarize the learning activity.

2. Learning Step / Activity 2. Explain user responsibilities for overseeing contract support.

Method of Instruction: Conference / Discussion  
Instructor to Student Ratio: 1:20  
Time of Instruction: 5 mins  
Media: Large Group Instruction

**NOTE: Show VGT 151-M-001-46. This viewgraph is titled “Providing Oversight”.**

This is simply a transition slide for the following information on providing oversight.

**NOTE: Show VGT 151-M-001-47. This viewgraph is titled “Monitoring and Inspection”.**

a. One of the key elements in the managing of contractors is contract compliance. Contract compliance is simply ensuring that the contractor is doing what the contract requires.

1. Effective contract compliance starts by making sure that planners consider the variety of requirements relating to contractor support, include them in operational plans, and communicate these plans to the contracting structure so that they can be included in applicable contracts.
2. Regardless of how contract administration is accomplished, the responsible activity or individual monitors the contractors’ processes to ensure that the product or service, cost, and schedules are in compliance with the terms and conditions of the contract and theater-specific requirements are being met.
3. Contract compliance includes on-site surveillance and program-specific processes that cannot be monitored by off-site contracting agencies.
4. The monitoring and inspection is supported by two primary documents:
  - (a) The quality assurance surveillance plan (a government responsibility).
    - (i) It is a step-by-step plan for inspecting the contractor’s performance.
    - (ii) Measures the effectiveness of the contractor’s quality control plan.
    - (iii) Provides government quality assurance personnel with sufficient information to identify both acceptable performance and the tolerance window for nonconforming performance.
    - (iv) The COR is usually the individual designated to execute the quality assurance surveillance plan (QASP). The COR is the eyes and ears of the contracting officer, protecting Government interests. The COR provides feedback to the contracting officer on the status of how the contractor is performing his/her duties. Keep in mind, the COR cannot direct the contractor or modify the terms and conditions of the contract; that must be done by the contracting officer.
  - (b) The quality control plan (a contractor responsibility):

- (i) Developed by the contractor for measuring and receiving quality of performance under the contract.
- (ii) Explains the manner in which the contractor will ensure contract requirements are being met and must be accepted by the Contracting Officer, usually before awarding the contract.

**NOTE:** Conduct a check on learning and summarize the learning activity.

**NOTE: Show VGT 151-M-001-48. This viewgraph is titled “Review, ELO C”.**

Let us review what we have learned in this portion of this module starting off with a "real world" example of the how a requiring activity identifies a need, gets approval for contracting support and assists in the contract and contractor management process.

**NOTE: Show VGT 151-M-001-49. This viewgraph is titled “Requiring Activity Responsibilities A Real World Example”.**

Discuss the following vignette with the class prior to reviewing the sample discussion questions.

During 2004-2005 rotation to Operation Iraqi Freedom, the 1st Aviation Brigade, 4th Infantry Division had a requirement to renovate a building on forward operating base (FOB) Taji. In order to get this project approved by the joint acquisition requirements board (JARB) and joint facilities utilization board (JFUB), they were required by established joint force commander policy to develop a performance work statement (PWS) and independent government cost estimate (IGE). Since they had no engineering expertise on staff, they requested assistance from the designated FOB engineering office, the USAF Red Horse Engineering Detachment, to assist in developing these documents. Once this was accomplished, the unit submitted the IGCE, an approved DA Form 3953 purchase request and commitment form, and a letter of justification to the JARB and JFUB. Once approved, the packet was sent to Joint Contracting Command-Iraq/Afghanistan (JCC-I/A) which assigned it to the Regional Contracting Center (RCC) located at FOB Taji. A contracting officer within RCC Taji was then assigned and then prepared the solicitation, compared bids, and awarded the contract to a local vendor and a proceed notice to start work was issued. Once the contract was awarded, the local vendor had 30 days to complete all work not including Friday "Holy Days" and any delays caused by the government. Since this was a service contract, RCC Taji required the unit to provide a contracting officer representative (COR) to ensure work was completed in accordance with (ICW) the PWS. Additionally, since the vendor and his employees were local nationals, the unit was required to provide an armed escort for these employees for the entire period of performance. IAW Taji FOB security policy, this particular contract required one armed unit guard for every ten local national personnel. This particular contract had between 12 and 18 employees working on the building each day. The armed escort had to meet the vendor at the FOB gate to process them onto the base, escort them to the work site, guard them through the workday and then escort them off the FOB NLT 1700hrs each day. Once the work was complete and accepted by the RCC, the unit was responsible to escort the vendor to finance to receive his payment. The renovation took approximately 70 days to complete from the time of identification of the requirement to time of completion of the work.

**Sample Discussion Questions:**

1. Q: List some functions that are considered inherently governmental, and therefore prohibited from using contractor support?

A: 1. Combat operations.  
2. Criminal investigations.  
3. Prosecutions.  
4. Supervising Soldiers.  
5. Foreign relations.  
6. Hiring and supervising DACs.  
7. Perform accountable officer responsibilities.  
8. Budget policy.  
9. Collect duties and taxes.

2. Q: Can a contractor begin work before the money is available?

A: No, work cannot begin until money is obligated in compliance with the Anti-Deficiency Act.

3. Q: What are the two primary documents used to monitor and inspect the performance of the contractor?

A: Quality assurance surveillance plan, quality control plan.

4. Q: Who is the key individual in determining if the contractor is performing their duties in accordance with the terms and conditions of the contract?

A: The COR is provided by the unit and given specific expressed authority by the contracting officer.

5. Q: Can the COR direct the contractor or modify the contract if deficiencies are identified while monitoring or inspecting the contractor?

A: No. The COR must provide feedback to the contracting officer on the status of how the contractor is performing his/her duties. The contracting officer is the only one who can direct the contractor or change the contract.

3. Learning Step / Activity 3. Demonstrate knowledge of CAF principles.

Method of Instruction: Test  
Instructor to Student Ratio: 1:20  
Time of Instruction: 10 mins  
Media: Large Group Instruction

After completing discussion of all material in this lesson and summarizing/reviewing the material, administer the test provided in appendix B. Students should be given 10 minutes to complete the test.

**CHECK ON LEARNING:** Conduct a check on learning and summarize the learning activity.

**SECTION IV. SUMMARY**

Method of Instruction: <u>Conference / Discussion</u>
Instructor to Student Ratio is: <u>1:20</u>
Time of Instruction: <u>5 mins</u>
Media: <u>Large Group Instruction</u>

**Check on Learning**

Determine if the students have learned the material presented by soliciting student questions and explanations. Ask the students questions and correct misunderstandings.

**NOTE: Show VGT 151-M-001-50. This viewgraph is titled "Review"**

Do you have any questions?

**Sample Discussion Questions:**

**Question 1.** Who is the only person who can direct the contractor or modify the contract?

**Answer 1.** The contracting officer.

**Question 2.** Who is the primary individual used to monitor the contract?

**Answer 2.** The COR.

**Question 3.** What does the contractor use to ensure performance in accordance with the contract?

**Answer 3.** The quality control plan.

**Question 4.** Are contractors in the chain of command?

**Answer 4.** No.

**Question 5.** Can contractors direct military or government civilian personnel?

**Question 5.** No.

**Question 6.** What is a performance work statement (PWS)?

**Answer 6.** Document that defines the requirements for contractor support.

**Question 7.** Who prepares the PWS?

**Answer 7.** The requiring unit.

**Question 8.** What type of language is used when writing the PWS?

**Answer 8.** Performance-based language.

**Question 9.** Are contractors required to perform duties to the same standard and regulations as the military?

**Answer 9.** Yes. Ensure the contract is written to reflect this.

**Question 10.** What is the basic purpose of an acquisition review board?

**Answer 10.** The acquisition review board is the commander's tool to control key common support items and services to include determining the proper source of such support.

**Review /  
Summarize  
Lesson**

---

**NOTE: Show VGT 151-M-001-51. This viewgraph is titled “Summary”.**

In conclusion, contracting support can increase your CS and CSS capability, but only if it is planned for properly. Remember that contracting is not always the right answer and that if it is used; everyone has a stake and a role in ensuring that the effort is successful.

**NOTE:** Make sure you repeat the terminal learning objective of the lesson.

Describe user responsibilities for contractors accompanying the force.

---

## SECTION V. STUDENT EVALUATION

---

### Testing Requirements

**NOTE:** Describe how the student must demonstrate accomplishment of the TLO. Refer student to the Student Evaluation Plan.

Performance test: None.

Written test:

- a. Prior to the presentation of this TSP, e-mail the CSS Collective Training Division, Training Directorate, CASCOM at [TDmultiwebmaster@lee.army.mil](mailto:TDmultiwebmaster@lee.army.mil) to obtain the student evaluation and examination solutions.
  - b. Administer the examination located at Appendix B. Go over the instructions with the students.
  - c. Answer any questions they may have on procedures related to the examination. The passing score is 70 percent. Allow students 10 minutes to take the examination.
  - d. Do not assist students during the examination.
  - e. When all students have completed the examination, discuss the examination solutions.
- 

### Feedback Requirements

**NOTE:** Feedback is essential to effective learning. Schedule and provide feedback on the evaluation and any information to help answer students' questions about the test. Provide remedial training as needed and retest if necessary.

## **Appendix A - Viewgraph Masters**

### **VIEWGRAPHS FOR LESSON 1: 151M001 version 2**

---

Viewgraph numbers 1-52 are available from the CSS Collective Training Division, Training Directorate, CASCOM at [TDmultiwebmaster@lee.army.mil](mailto:TDmultiwebmaster@lee.army.mil) .

**Appendix B - Test(s) and Test Solution(s)**  
**NOTE: Show VGT 151-M-001-52. This viewgraph is titled "Test"**  
**TEST QUESTION(S) FOR LESSON 1: 151-M-001 version 2**

---

1. How does the requiring unit define its requirements for a services contract?
  - a. Contract.
  - b. Task list.
  - c. Performance work statement (PWS).
  - d. Concept of support.
  
2. Who is the only individual authorized to make changes to an existing contract?
  - a. The commander.
  - b. The contracting officer.
  - c. The contractor.
  - d. The contracting officer representative (COR).
  
3. Which type of contractor-related planning action involves nearly all of the operational unit's primary and special staff?
  - a. Contractor integration planning.
  - b. LOGCAP planning.
  - c. Host nation support contracting.
  - d. Contracting support planning.
  
4. What is the preferred hierarchy of use when determining sources of support independent of any other operational factors?
  - a. Organic forces, theater support contract, host nation, and external contract.
  - b. Organic forces, host nation, theater support contract, and external contract.
  - c. Host nation, theater support contract, external contract, and organic forces.
  - d. Host nation, external contract, theater support contract, and organic forces.
  
5. Who is the unit's primary individual responsible for on-site monitoring of the contractor performance?
  - a. Unit commander.
  - b. Unit S-4.
  - c. Contracting officer.
  - d. Contracting officer representative (COR).

6. What is the primary document used by the contracting officer representative (COR) in monitoring the contractor?
- a. Contract.
  - b. Quality control plan.
  - c. Quality assurance surveillance plan.
  - d. None of the above.
7. Who is responsible for supervising and directing contractor employees?
- a. Contractor supervisor.
  - b. Unit commander.
  - c. Contracting officer.
  - d. Contracting officer representative.
8. Which one of the following is considered to be an inherently governmental function and therefore prohibited from being done by contractor support?
- a. Field maintenance.
  - b. Facilities management.
  - c. Supervising Soldiers or DA civilians.
  - d. Signal support.
9. What are the three types of contracts?
- a. External Support, Internal, and Foreign.
  - b. Corporate, Defense, and Internal.
  - c. Defense, Theater Support, and System Support.
  - d. Theater Support, System Support, and External Support.
10. Who normally provides the contracting officer representative (COR) when using contractors?
- a. The Army contracting agency.
  - b. The requiring or supported unit.
  - c. The contractor.
  - d. All of the above.

**END OF EXAMINATION**

---

**TEST ANSWER(S) FOR LESSON 1: 151-M-001 Version 2**

---

Instructors may request the electronic or hard copy of the test solutions/answers. Mail or attach an electronic e-mail request to:

UNITED STATES ARMY COMBINED ARMS SUPPORT COMMAND  
CSS COLLECTIVE TRAINING DIVISION  
TRAINING DIRECTORATE  
401 1st St., Suite 235A  
FORT LEE, VA 23801-1511  
e-mail: [TDmultiwebmaster@lee.army.mil](mailto:TDmultiwebmaster@lee.army.mil)

**Appendix C - Practical Exercises and Solutions (N/A)**

**Appendix D - Student Handouts (N/A)**