

Program Management versus Contingency Contracting

Lessons Learned from the Field

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What follows are some of my observations as a program manager deployed to support contingency contracting for the Joint Contracting Command Iraq/Afghanistan. My intent is to highlight some of my lessons learned from the point of view of a soldier with a different perspective on contingency contracting: an Army Acquisition Corps officer trained primarily in program management and logistics but cross-trained in contracting. It is my hope that this article will give those who will be supporting contingency contracting some new perspectives and factors to consider for their missions.

I'll be addressing five questions that resulted from my experiences:

- Should a contracting officer be a generalist or specialist?
- Should program managers and junior contracting officers be allowed to perform the same duties as level III contracting officers?
- Do bank tellers and contracting officers' representatives (CORs) have more in common than we imagine?
- Are longer contracting officer tour lengths better?
- Can e-mail traffic be tamed?

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The following scenarios provide an example of a common occurrence in contingency contracting. After discussing each point, I'll suggest some practices I would implement if I were king for a day. Although the examples are Army-specific, the lessons learned are applicable across all of the Department of Defense.

Generalist or Specialist?

Contracting Officer 1: Look, I'm a contracting officer. I don't do transportation. Besides, I contracted for the material, and the shipping terms are F.O.B. [freight on board], so it is the vendor's responsibility to get the items delivered. Besides, I have 20 contract actions on my desk.

Contracting Officer 2: I know. I had a similar situation last week, and I'm still waiting for delivery.

The contracting officer must have general experience in many fields—with transportation as the key field—but must be a specialist in the field of contracting. Contracting officers can quote the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulations System (DFARS), and acquisition instructions as well as oversee a competitive selection process and all the other tasks associated with contracting. However, when the contracting officer drifts from his specialty, he exits his comfort zone. The same is true of all military branches. But in the contingency contracting environment, contracting officers have to learn the second-order effects of their actions and how to ask probing questions when they work with local nationals. For example, F.O.B. or FedEx® deliveries in the United States and other noncombat environments work as advertised, conform to generally accepted terms, and are used in contracts with little concern about confusion—which is not the case in the contingency environment. FedEx doesn't deliver to a war zone.

The Army Acquisition Corps has begun requiring personnel to become broader in scope, which I think is a good thing. Knowledge of an alternate acquisition field will prove beneficial as one builds a bigger Rolodex® of resources for future assignments, missions, and challenges.

Now, you may be saying that I am stating the obvious, but we grow so accustomed to a certain level of service based on our experiences in a peacetime environment that we forget what a challenge everything can be in a contingency environment. What works well in peacetime does not work as well in a conflict. Knowing the right question to ask is paramount in getting to the ground truth and developing a working solution. Allow me to focus on transportation and provide an example.

Once upon a time, a field command sent an e-mail up the chain of command, and it rolled downhill and landed in the contracting officer's lap. Everyone's favorite question was in the subject line: "When am I getting my stuff?" So the con-

tracting officer quickly got on the phone and, after multiple attempts, was finally able to get in contact with the local vendor. The vendor spoke broken English, and the contracting officer's Arabic was even worse. The summary of the vendor's response was, "Seven days." The contracting officer asked, "Are you sure?" The vendor replied, "Yes, seven days." This message of seven days was then communicated across the theater of operations, across horizontal and vertical levels and every chart and chain of command imaginable—and all was good with the world.

Often, such a scenario has a happy ending, but sometimes it does not. Trust me—in the contingency contracting environment, we should plan for the worst and hope for the best. And we should ask the right questions, which is something I learned while working with those in the transportation world.

Question 1: You should ask the vendor if he can fax or e-mail you a copy of your import clearance documentation. If, after you ask this question, you hear crickets chirping on the other end of the phone, lightbulbs should be going off in your mind. If the host nation has not approved the shipment for import, I seriously doubt the delivery will arrive in seven days. The processing time alone for import authorization can be seven to 10 days.

Question 2: Assuming the product is local, ask for a location where you can inspect the item. If you again get crickets on the phone, know that not everything is going smoothly. I can assure you that in seven days, at 2400 hours, the commander will send a follow-up e-mail if the item is not delivered as advertised. And no, you won't get a "thank you" if all works as planned, but you will hear if people aren't happy. That is life.

So if I were king for a day, I would have a week-long orientation to teach contracting officers general knowledge about areas of responsibility that overlap with contracting, and give them an opportunity to meet the commanders and support staff. The contracting officer would be able to educate his commander about what he brings to the fight. The contracting officer would also learn about transportation and any other processes he needs to know about. That is what a ground commander does when he executes a relief in place [*an act in which all or part of a unit is replaced in an area by the incoming unit, allowing continuity of operations*].

Realistically, perhaps there is no time for such training. In that case, the contracting officer must take the initiative to discover the key sources of information, find the person who has been there about a month ahead of him (that person will be most beneficial), and be prepared to learn on the job.

PMs in a Contracting Officer Role

Program Manager: All I know is, it was submitted to contracting over three weeks ago. Why they can't just go sole source is

beyond me. I have everything ready to execute. All I need is that contract released, and we're bending metal.

Contracting Officer: All a PM knows is cost, schedule, and performance, and he can't even begin to spell contracting.

Effective immediately, we should expand the contracting officer "gene pool" and let contingency contracting commands be the vanguard in educating PMs and junior contracting officers (those who are at least Defense Acquisition Workforce Improvement Act level I) to work in contingency contracting. One of our military's greatest strengths has always been the cross-training of personnel.

Cross-training would do much to facilitate an understanding of each respective acquisition specialty. PMs and junior contracting officers can work in the contingency contracting environment and aid the contracting officer. The PMs need a shadowing experience with a contracting officer before the PM and the junior contracting officer can begin assuming more contracting officer duties.

Contracting officers will argue that they don't have time to babysit; however, given that the bulk of the items being contracted are consumables—printer cartridges, paper, office supplies, tents, containerized housing units, and such—a PM and junior contracting officer can be trained to oversee the contracting of those items, and they can learn much by doing. The contracting officer can then focus on the multi-million-dollar source selections and other actions that are more complex and require greater experience and attention to detail.

The attitude among contracting leaders sometimes seems to be that if you aren't a level III contracting officer, you aren't qualified. We all have our corporate cultures, but that attitude must change. It takes time to grow contracting officers, and though PMs might not quote the FAR by paragraph and line number, they at least come with a solid baseline of knowledge and can learn. The same holds true for the junior contracting officer.

Not expanding the human capital to those that are less than level III certified is a bad practice. If contingency contracting leaders maintain that they want only level III-trained contracting officers down range, how are we going to grow our junior ranks? Having level III-trained personnel in every office may be desirable, but you fight with the contracting officer force you have, not with the one you want.

I am a firm believer that people will rise to the height of the bar. I am not advocating we fill every billet with junior personnel, but I do submit that a junior contracting officer or PM could perform and assist with many tasks and thereby enable the senior contracting officer to focus on more complex issues. Those new to the contracting field must come with an open mind and be ready to learn. As Herb Kelleher,

chief executive officer of Southwest Airlines said, "Hire for attitude. ... Train for skills." So if I were king for a day, I would expand the gene pool for contracting officer to include PMs and contracting officers who are level I in their respective career fields.

Bank Tellers and CORs

Contracting Officer: I don't understand who that COR thinks he is, issuing a cure notice. I'm the contracting officer.

COR: I'm an 11B. What am I doing being a COR? I can never get in contact with the contracting officer. ... I have to get this moving. The commanding officer is on my butt. I'll issue a cure notice. That will get the vendor's attention.

If a contracting officer has no idea what an 11B is, it is probable that an 11B has no idea what the FAR is or what the whole concept of contracting is about. Now, an 11B is the military occupational specialty for an infantryman. They are in every military service, being the troopers who are put into every mission under the sun. Yet we take an inexperienced person, put him through a one-hour class, and then turn him loose as a COR—and two or three months later, we wonder why the contract performance is all fouled up. It is my opinion that PMs and the contracting community set themselves and the COR up for failure.

The military does not have a monopoly on this approach. Consider bank tellers. Banks will spend millions on an ad campaign to gain customers, but the one person in the bank who has the most interface with the customer—the one who will most influence the customer experience—is often the least-paid and possibly the least-trained bank employee: the teller. The same thing can happen in the world of contracting.

If I were king for a day, what would I do? Starting next week, I would have all contracting officers routed through a one-hour class on patrol techniques; and once a week for 24 hours, they would be required to conduct a route reconnaissance in the red zone with their 11B COR brethren. One week they would be drivers and the next week they would be in the 50-caliber machinegun turret, and so on. This quality time would foster better communication and a collaborative spirit between the contracting officer and the COR. Is this extreme? Yes, but think of the teambuilding that would evolve.

The contracting officer community solution for CORs must be equivalent to what contracting officers would desire if they had to perform a route reconnaissance mission. If we do this, we'll have a quality COR program. Give all CORs a satellite communications phone, digital camera, and laptop so they can communicate effectively with the contracting officer. Empower the COR. No one shows up wanting to fail. What costs more: the solution I propose or the manpower required to recoup the losses from a poorly executed contract?

When the contracting officer drifts from his specialty, he exits his comfort zone.



Contracting Officer Tour Lengths

Contracting Officer 1: I have 20 days left until my six-month tour is over. I'll have to file my TDY [temporary duty] settlement upon return.

Contracting Officer 2: Has your replacement arrived?

Contracting Officer 1: No, he's been delayed for some training in Kuwait.

Contracting Officer 2: So how much cross-training will you get?

Currently, contracting officers have six-month tours, which tend to progress like this: The first month, the contracting officer is learning; the last month, he's marking days off a calendar. We all do it, at least mentally. Then we overlay the seven to 10 days during which the contracting officer will execute his or her rest and recuperation pass. In all, the commander essentially achieves a little less than four months of combat effectiveness from a six-month contracting officer deployment. I'm not making a judgment here; that is merely the battle rhythm I've observed with six-month deployments. If I were king for a day, all contracting officer tours would be 12 months.

Many contracts are for services or span periods of performance that do not terminate when a unit rotates out of theater. To ensure that we have continuity in managing those contracts, we need to stagger contracting officer rotations in relation to the relief in place and transfer of authority of combat units. Or we should extend the tour until the new unit is established in country, which I believe requires at least 45 days from the date of the completion of the relief in place. Otherwise, the unit COR, whom we've trained and worked with for over a year, departs when his parent unit departs; and the contracting officer, junior contracting officer, and PM

then must train a whole new unit COR team. The contracting officer is the continuity factor in this scenario and must remain on station until the new unit is established.

On a positive note, the contracting command for Iraq and Afghanistan has held firm on requiring a replacement to be on the ground and a battle handoff conducted before the outbound person departs the theater of operations. It's not always easy, but it appears to be working, and it ensures that replacement personnel are received and cross-trained. Most departing personnel are professional and have a vested interest in cross-training their successors because they remember what it was like when they arrived.

E-mail Management

If I were king for a day, all e-mail accounts would be duty/functional-specific and we would halt the practice of using name-specific e-mail accounts. We should begin using e-mail addresses such as "KO1@iraq.mil," with a display name of "Contracting Officer 1." Using such a functional e-mail account format rather than a name-specific e-mail account like "john.doe@iraq.mil," will greatly facilitate continuity of communication, halt the transfer of the personal e-mail files, and improve business communications.

Using name-specific e-mail accounts often disrupts continuity of communication with local nationals and within our own commands whenever a new person arrives and backfills for someone with whom all parties are used to working. How many times have you lost a contact and tried to find his or her replacement within the same office? And we're on the same DoD team! By using functional e-mail addresses, no longer would the military unit or vendor get "failed mail" messages because the last point of contact they had was

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sometimes the movers and shakers aren't even in key positions in the organizational hierarchy. In my experiences with PMs, I have found that organizational savvy is indispensable to PM success due to the inherent complexity of the DoD acquisition environment and related factors such as the vast number of stakeholders, cumbersome hierarchy, volumes

Dedicated PMs can use all their formal authority and assigned resources, yet still come up short. That's because the bar is set too high for them to succeed without extra help.

of policies and procedures, and large number of programs competing for funding.

Applying social network theory in an organizational context, UCLA researcher Karen Stephenson has developed a survey approach and software tool called NetForm that can analyze and chart the informal networks in any organization. Using that tool, one can quickly identify which people are most vital to the organization and what social functions (hub, gatekeeper, pulse taker) they perform. Information like this could be of immense value to any PM.

The Path Forward

PMs face a predictable gap in their ability to control and achieve program results. The gap can be thought of as the difference between what PMs are responsible for and the formal authority and resources they are given.

Looking beyond their formal role, PMs have several informal strategies they can employ: relationships, influence, networking, and organizational savvy. These are tools or skills that can readily be developed and used with great success.

The key to the PM control dilemma is for PMs to understand the system they are in—including its flaws—and develop strategies that work within that system. PMs must understand and use both their formal and informal power bases to fully bridge the gap to successful performance and program results.

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redeployed. They also will not have to spend two weeks trying to reestablish e-mail contact. Trust me, with six-month rotations, gaining and maintaining contact is paramount for contingency contracting success, and it's a nightmare for vendors and the contingency contracting command when communication lines are broken.

You may advocate establishing a pseudo e-mail or "distribution" e-mail account that allows for e-mail to be sent to KO1@iraq.mil and then automatically be forwarded to john.doe@iraq.mil. The problem with that format is that John Doe will build his file folders and organize his own PST files under his own account. When he departs, his successor will have to start from ground zero and have only a PST file as a historical reference. Another concern with that approach is that as soon as John Doe replies to the inquiry forwarded from the KO1@iraq.mil e-mail account, the value of the functional e-mail address is lost. That's because most users invariably hit "reply," and the default e-mail address that loads into the message for the reply will be the name-specific john.doe@iraq.mil.

Yes, the contracting officer is going to get saturated by local nationals' e-mails once they get the duty-specific e-mail address. But that is no different from the situation in the United States when vendors reach out to get the contracting officer's attention once they get his e-mail address. Just copy and paste a form letter and refer the vendor inquiry to the Web page that hosts all solicitations and educates the local national on the contracting process or the local host national business adviser. And remember, you could have that junior contracting officer or PM share those tasks. If we stop getting e-mails from local vendors, then we have real problems.

An additional benefit of duty-specific e-mail addresses is operational security. How long do you think it takes before the local vendor population starts using the Army Knowledge Online or Defense Knowledge Online e-mail format once they have your name? The local vendors quickly learn that the address protocol is `firstname.lastname@us.army.mil`.

Failure is Not an Option

Operation Enduring Freedom and Operation Iraqi Freedom are not the first, and they certainly won't be the last, to have contracting challenges. I've learned much from many different people during my experiences. This article merely present one man's opinions, and it provides a few rules of thumb and a path ahead.

Lastly, remember this: Chuck Norris never fights, he just contracts for private security. Those who have been down range will get this one. Those who don't get it, come on down; we're hiring. Keep moving forward; failure is not an option.

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