

**MCRP 3-40B.3**  
**(Formerly MCRP 4-11E)**

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# **Contingency Contracting**

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**U.S. Marine Corps**

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DEPARTMENT OF THE NAVY  
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CHANGE 1 to MCRP 3-40B.3  
Contingency Contracting

1. This publication has been edited to ensure gender neutrality of all applicable and appropriate terms, except those terms governed by higher authority. No other content has been affected.
2. File this transmittal sheet in the front of this publication.

Reviewed and approved this date.

BY DIRECTION OF THE COMMANDANT OF THE  
MARINE CORPS

A handwritten signature in black ink, reading "Robert S. Walsh". The signature is written in a cursive, flowing style with a large initial 'R'.

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FOREWORD

Contingency contracting support is an integral part of the overall process used to provide supplies, services, and construction in support of Marine air-ground task force operations. Contingency contracting responsively, effectively, and legally obtains essential supplies, services, and construction unavailable through normal logistic channels by contracted logistic support agreements.

Marine Corps Reference Publication (MCRP) 4-11E, *Contingency Contracting*, contains doctrine for commanders and their staff members to plan for and obtain contracting support when deployed and applies to all Marine Corps units across the full range of military operations, regardless of the size of the supported force, the complexity of the mission, or the mission location. It identifies the organizations and participants who provide contracting support when deployed, the organizations necessary for its responsive and effective use, and the procedures to obtain supplies and services through contracting support.

Reviewed and approved this date

BY DIRECTION OF THE COMMANDANT  
OF THE MARINE CORPS



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# CHAPTER 1

## Fundamentals

Contracting provides the means by which the operational commander can shorten the logistic process by using resources from the local economy. Contingency contracting is contracting performed in support of a contingency in an overseas location pursuant to the policies and procedures of the Federal Acquisition Regulations System (FARs). Joint Publication [JP] 4-0, *Doctrine for Logistic Support of Joint Operations*, states that contractor support may be provided in the areas of facilities, supplies, services, maintenance, transportation, and quality of life support.

The mission of contingency contracting is to provide goods, services, and construction to the operating forces. The United States Marine Corps (USMC) contingency contracting office will locate and obtain essential supplies and services that are not available through normal logistic channels or host-nation support (HNS), or through contracting and purchasing actions that will legally support mission requirements of USMC, joint, and supported coalition forces. Within the Marine Corps, *Marine Corps Strategy 21*, establishes the requirement to capitalize on innovation, experimentation, and technology in order to prepare Marine Corps forces to succeed. This requirement can be accomplished through the rapid and precise distribution of tailored expeditionary logistics to the operating forces in any operating environment.

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### SERVICE RESPONSIBILITY

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Contracting is indisputably a force multiplier. It can provide a commander the benefit of having a robust logistic capability by overcoming shortfalls within its Department of Defense (DOD) organic logistical system and providing solutions to the limited space available to transport all of the required supplies. During Operation Iraqi Freedom/Operation Enduring Freedom, contracting was used to a degree and magnitude that had never been performed in USMC history.

United States Code, Title 10, *Armed Forces*, provides the legal basis for the roles, missions, and organization of each of the Services. As explained in JP 4-0 and Marine Corps Warfighting Publication 4-1, *Logistics Operations*, each Service is responsible for the logistic support of its own forces and contractor support may be used as a supplement to organic DOD logistical support. It further clarifies logistic support responsibilities for forces assigned to a combatant commander (CCDR). The CCDR may then delegate the responsibility of providing or coordinating support for all Service components in the theater or designated area to the Service component that is the dominant user. However, each Service retains its basic logistic responsibilities except when logistic support agreements or arrangements are established with national agencies, allies, joint forces, or other Services.

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### LEVELS OF LOGISTIC SUPPORT

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Military operations require specific logistic support that is based on the levels of war: strategic, operational, and tactical. Logistic

support must provide a seamless system of support at every level of war. Contracting plays a part in each level of logistical support.

### **Strategic Logistics**

Strategic logistics is primarily a DOD responsibility that focuses on requirements determination, personnel and materiel acquisition, supply support and maintenance, stockpiling, and strategic mobility. It supports the USMC's objective of strategic response and operational reach by supporting and enabling joint, allied, and coalition operations and interagency organizations. Contracting at the strategic level includes the Marine Corps Systems Command procurement of weapons systems and spares and life cycle management support.

### **Operational Logistics**

Operational logistics is the link between tactical and strategic logistics. Logistic support at this level of war supports campaigns and major theater operations by providing theater-wide logistic support. Civilians, contractor personnel and equipment, and host-nation resources augment operational-level military units. At this level, the main focus is on reception, positioning of facilities, materiel management, supply support and maintenance, movements management, and distribution.

### **Tactical Logistics**

Tactical logistics includes organic unit capabilities and the combat service support (CSS) activities that are necessary to support military operations. The focus of logistics at this level is arming, fueling, fixing, moving, and sustaining personnel and equipment. Contracting functions at this level will normally include

the procurement of CSS and supplies such as bottled water, field sanitation, and office equipment.

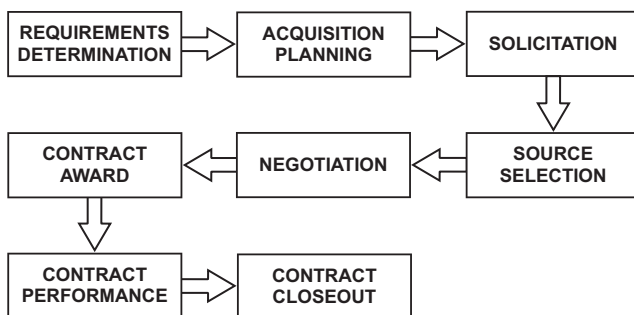
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### ACQUISITION PROCESS OVERVIEW

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Acquisition means the acquiring by contract with appropriated funds of supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract. (FAR 2.101)

Figure 1-1 illustrates the steps that compose the acquisition process.



**Figure 1-1. Acquisition Process Model.**

Staff planners should understand the importance of planning for contracting support and view the acquisition of products and services as a process and not as a single function. The acquisition process involves a series of steps and activities for converting specific inputs into specific outputs. It is an eight step process and requires close coordination between members of the acquisition team.

The length of time for each acquisition will vary depending on the complexity of the requirement and the dollar value. For simple acquisitions of low dollar value commercial items, the acquisition process may only last a few weeks from determination of requirements to contract closeout. However, for larger dollar value and complex requirements, the acquisition process may last for numerous years. Usually these contracts involve major weapons systems or detailed service contracts.

In order to develop an effective contract support plan (CSP), planners must understand the acquisition process. This will assist in determining the appropriate method of acquiring goods and services that are required in support of operation plans (OPLANs) and operation orders (OPORDs).

### **Requirements Determination**

Requirements determination identifies, describes, and validates a need, which results in a requirements specification. A requirements specification can be a statement of work, performance based statement of work, statement of objective, or a detailed specification. The requirement specifications will depend on the requirement. The contracting officer (KO) solicits sources of supply based on the requirement specification. It is imperative that a well written requirement specification is submitted to allow the KO to procure the service or product that will meet mission

needs. Furthermore, the requirement must also include a period of performance for services or quantity for materials. The specification should include the following:

- Who needs it?
- What do you need?
- Where do need it?
- When do you need it?
- Why do you need it?
- Sometimes how (military performance specification)?

An impact statement should be included with the specification. In addition, the impact statement should detail the impact on mission accomplishment if the supplies/services are not obtained. Furthermore, statutory regulations require a justification for exceptions to full and open competition. This may include a Justification and Approval [J and A] letter to validate a sole source or urgent need procurement.

### **Acquisition Planning**

Acquisition planning is the process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency need in a timely manner and at a reasonable cost. It includes developing the overall strategy for managing the acquisition.

In developing the acquisition plan, the contracting office coordinates with the logistic staff element to refine specifications. Market research is conducted to identify potential vendors. The KO must include the details of how the contract is to be awarded to the contract administration plan and contract closeout. Complex

requirements may require more detailed planning that may involve concurrent planning with operational planning teams, predeployment site survey (PDSS), reception, staging, onward movement, and integration. Additionally, funding thresholds and different funding types are identified to ensure appropriate approvals are obtained. See FAR 7.0 for detailed information on developing an acquisition plan.

### **Solicitation**

Solicitation includes all tasks and activities needed to refine the specifications, statement of work, and evaluation criteria. During this step, the KO publishes the business opportunity. The CSP should address how prospective vendors will be solicited as required by FAR 6.0. The CSP will address the market conditions and availability of vendors in the area of operations.

### **Source Selection**

Source selection allows the Government to assess the offeror's ability to meet the Government's needs and evaluate the relative merits of competing proposals. A source selection evaluation board (SSEB) may be required for complex requirements that result in proposals from prospective vendors. The SSEB will usually consist of representatives from the requesting activity. A source selection authority (SSA) is designated to consider the recommendations of the SSEB. The SSA determines the “best value” to the Government. The decision to award a contract rests with the SSA.

### **Negotiation**

If negotiations are necessary, the responsibility rests with the KO. The authority to obligate the Government rests with the KO. This may require input from the requesting activity to determine tradeoffs that may be required. Once an agreement is reached, the appropriate changes are made to ensure compliance with the negotiated agreement and can be used as the contractual document.

### **Contract Award**

The contract is awarded to the offeror who provides the best solution to satisfy the requirement. The contractor will begin performance in accordance with the terms and conditions of the contract. Delivery, start of service, or completion of the project will be dictated in the contract.

### **Contract Performance**

The requesting activity is responsible for the receipt of supplies or the monitoring of contractor performance. This includes the receipt, acceptance, and inspection of materials and supplies, in addition to adequate accounting of material on property book records, as required. For services, the requesting activity will designate a contracting officer representative (COR). The COR monitors and reports on contract performance and is the eyes and ears of the KO.

### **Contract Closeout**

The final step in the acquisition process is contract closeout. The contract is closed out only after all materials have been received,



all services have been performed, and the contractor has been paid. The requesting activity plays a critical role by ensuring that all materials have been received, accepted, and inspected or services have been performed in accordance with the terms and conditions of the contract and notification has been given to the contracting office. The contracting office submits a payment request to the disbursing office after the requesting activity has ensured that all materials have been received or services have been performed. Once closed out, contract documentation is maintained due to audits or claims against the Government.

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## **CHAPTER 2**

### **Marine Air-Ground Task Force Contracting Operations**

The Marine air-ground task force (MAGTF) contingency KO normally operates in an austere environment, and most contract actions are conducted under the simplified acquisition threshold. However, the contingency KO still has to follow regulations and legislation.

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#### **CONTRACTING AUTHORITY**

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Headquarters, Marine Corps (HQMC) contracting authority originates from the Assistant Secretary of the Navy (Research, Development and Acquisition) and is delegated to the Deputy Commandant, Installations and Logistics (DC, I&L) at HQMC. With the exception of those actions reserved specifically for head of the contracting activity (HCA) approval, DC, I&L has delegated full authority to the Assistant Deputy Commandant, Installations and Logistics (ADC, I&L) (Contracts). Any or all authority may be re-delegated to a contingency KO unless restricted by a provision contained in the Marine Corps Acquisition Procedures Supplement (MAPS) or higher order regulation. (See MAPS for additional information.)

Based on the FAR 1.601 and the Defense Federal Acquisition Regulation Supplement (DFARS) 202.101, the Secretary of the Navy, as agency head, establishes contracting activities and delegates broad authority to manage an agency's contracting functions

to the agency's HCAs. The Marine Corps has delegated two HCAs: one at Marine Corps Systems Command and one at DC, I&L. The DC, I&L has delegated general contracting authority to ADC, I&L (Contracts) with the authority to re-delegate and appoint KOs within the Marine Corps Field Contracting System and Marine Corps Logistics Command.

In accordance with the FAR 1.602-1, only warranted KOs have the authority to enter into, administer, or terminate contracts and make related determinations and findings. A KO may bind the Government only to the extent of the authority delegated to them. A KO shall receive clear instructions in writing from the appointing authority regarding the limits of their authority. No contract shall be entered into unless the KO ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met.

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## **CONTROL AND MANAGEMENT OF CONTRACTING ORGANIZATION**

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The contingency contracting team consists of contracting personnel, representatives from the staff judge advocate's office, requirements representatives, financial managers, and paying agents. The contracting office should be the single point of entry for all contracting requirements. The commander retains operational control of the contracting team; however, contracting authority and oversight of the contingency contracting office remains the responsibility of the HCA. The comptroller and disbursing officer have operational and administrative control of the fiscal element.

### Funding

Commanders are responsible for ensuring that funding is available from the proper appropriations so that supplies, services, or construction can be purchased, rented, or leased from commercial sources. Contingency KOs and resource management officers advise commanders on what appropriations are needed in order to execute the commander's concept of support and contracting support plan. Throughout any operation, contracting personnel are required to rapidly contract for a variety of critical supplies and services. To accomplish their mission, funds from a variety of sources must be available and must be properly utilized. Prior to submitting a unit's and/or activity's request for support, the unit and/or activity must obtain funding authorization through its command's comptroller and/or resource manager, who is the authority for all issues concerning funding availability and management.

### Types of Appropriations

#### *Procurement*

Contract actions to acquire property, plant equipment, and centrally managed items with a value in excess of \$250 thousand (K) per item must be funded with procurement appropriations, not operation and maintenance (O&M) funds. The comptroller should be consulted to ensure that the proper funds are utilized.

#### *Military Construction*

Military construction is defined as any construction, alteration, development, conversion, or extension of any kind that occurs on a military installation. It includes all work necessary to produce a complete and usable improvement to an existing facility. Temporary structures must be funded with procurement money.

Contracts to complete construction valued in excess of \$750K (\$1.5 M if life-, health-, or safety-threatening deficiency) are generally funded with military construction, not O&M funds.

### *Operation and Maintenance*

In funding acquisitions for contingency contracting operations, contingency KOs should generally expect to see only O&M funds. O&M funds pay for day-to-day expenses of exercises, deployments, and military operations. However, O&M funds are not available for procurement of individual end items costing more than \$250K or any construction in excess of \$750K (except to correct a life-, health-, or safety-threatening deficiency, which increases the limitation to \$1.5M). Maintenance and repair are O&M funded facilities. Contracts for maintenance and repair work are not construction. Maintenance is recurrent work that prevents deterioration, and preserves or maintains the current condition of a facility so that it may be used for its designated purpose. Repair is the restoration of a real property, facility, system, or component to a condition that it may effectively be used for its designated purpose.

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## **ROLES AND RESPONSIBILITIES**

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### **Head of the Contracting Activity**

The HCA provides overall guidance throughout the contingency, humanitarian assistance, peacekeeping, or combat operation and acts as the approving authority for contract management as stipulated by regulatory directives and legislation.

### **Commanding General**

The commanding general is responsible for issuing guidance, plans, and policies for contracting operations. This guidance is normally found in annex D (Logistics) or annex W (Operational Contract Support) of the OPORD, and it establishes a threshold for purchase requests that require the commanding general's approval.

### **Chief of Staff**

The chief of staff is responsible for the following:

- Approving all purchase requests that do not require commanding general approval.
- Organizing, staffing, and overseeing the Marine Acquisition Review Board.

### **Assistant Chief of Staff for Logistics (G-4)**

The G-4 retains operational control of all contracting personnel within the major subordinate command's area of operations unless otherwise directed by the commanding general. The G-4 is responsible for the following:

- Validating requirements that cannot be satisfied through the use of organic units or normal supply channels.
- Forwarding contracting requests to the chief of staff or MAGTF Acquisition Review Board for approval.
- Ensuring contracting has early participation in the planning/execution processes.
- Receiving and tracking all approved contracting actions.
- Forwarding approved requirements to the contingency contracting office for action.

### **MAGTF Acquisition Review Board**

The chief of staff shall establish and oversee the MAGTF Acquisition Review Board. At a minimum, the MAGTF Acquisition Review Board shall consist of representatives from—

- G-2 [intelligence office].
- G-3 [operations office].
- G-4.
- G-6 [communications system office].
- Comptroller.
- Major subordinate command logistics.
- Morale, welfare, and recreation.
- Force protection office.
- Engineering office.
- Procurement and fiscal law counsel.

The MAGTF Acquisition Review Board will review contracting requests that exceed a criteria determined by the commanding general. The board's purpose is to determine which requests should be approved and the priority in which they should be acted upon. Once approved, requests are forwarded to the supporting contingency KO for action.

### **Counsel for the Commandant**

The Counsel for the Commandant shall be responsible for providing a procurement and fiscal law counsel (military occupational specialty 9686), and is attached to the Staff Judge Advocates



office. The Counsel provides expertise in contract and fiscal law, with the following procurement and fiscal law duties:

- Providing contract and fiscal legal advice to the command.
- Providing legal advice in unique areas of law and acquisition regulations.
- Providing advice on all contingency contracting issues—meeting competition requirements; requirements oversight; termination actions; unauthorized commitments; review in support of ratification actions on unauthorized commitments.
- Preparing and reviewing acquisition-related documents to ensure command compliance with laws and regulations.
- Preparing contracting action portfolios for external scrutiny; specifically, justification and approval or determination and findings necessary to establish sound bases for and variations from competition requirements.
- Providing advice and counsel on proper processes, including any documentation required for noncompeted procurements; guidance on assessing contractor claims/requests for equitable adjustment; and issues from acquisition and cross-servicing agreements (ACSAs).

### Contingency Contracting Team

In immature environments, the contracting team may only consist of the requesting activity, KO, and finance representative. In these immature environments, the KO will operate utilizing simplified acquisition procedures and will have added flexibility to support the requesting activities. In mature environments and when requirements exceed the simplified acquisition procedures, the KO is required by regulations and statutes to accomplish additional tasks prior to the contract award.

In a mature environment, key personnel on the contingency contracting team increases, along with the complexity of the requirement. These individuals ensure the success of the acquisition—from the development of the requirement to the contractor performance of the contract. The following identifies the most common members of the acquisition process; however, the list is not all inclusive:

- Project officer designated by the commander to follow the project through to completion—one point of contact for the entire process.
- The contingency KO is the only authorized individual to obligate funds on behalf of the Government.
- The financial representative ensures that funds are available to be obligated.
- Technical experts (e.g., engineering, food services, transportation, embarkation, medical) assist with the development of detailed specifications in determining requirements.
- The COR monitors and reports the contractor performance for service contracts. The COR is nominated by the commander and is trained and appointed by the KO.
- Receipt, acceptance, and inspection personnel need to be identified and briefed on the requirement. Material managers, supply personnel, and property book managers must inspect materials and if required, place materials on the appropriate property book for accountability.
- A logistic (G-4/S-4) requirements representative should be located within or work closely with the contracting cell. The logistic requirements representative will receive and review requirements and provide status updates to the requesting activity as required.
- The G-4/S-4 validates requirements that cannot be supported through normal supply channels.

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### **CONTRACT PLANNING**

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Planning for contracting support is a part of the overall logistic support plan and is an integral part of the planning process for any operation. Decisionmakers must consider several critical issues concerning the integration of contractors and their combat support and CSS plans. Although support factors constrain combat operations, the supported commander's concept of operations, priorities, and allocations dictate the actions of the supporting logistician in determining which support options, including contracting, will best satisfy an operation's logistical needs.

Acquisition planning is the process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan to fulfill the mission's requirement in a timely manner and at a reasonable cost. Whether in an immature or mature environment, the KO is required to develop an acquisition plan commensurate with the complexity of the requirement. The development of an acquisition plan requires participation by all members of the contingency contracting team.

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### **PREDEPLOYMENT SITE SURVEY/ CONTRACT SUPPORT PLAN**

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A CSP sets forth a plan for contracting under a single-Service support organization for purchasing; renting; leasing; and obtaining supplies, services and minor construction from non-Federal sources for use by all Marine Corps forces and supported joint and coalition forces in the theater of operations. It begins at the senior theater command and is included at each successive lower

level. The CSP is an integral part of the mission commander's logistic plan and can contribute to the overall success of the operation. Additionally, to support deployed forces, the CSP ensures that contracting personnel conduct advanced planning, prepare and coordinate contract support requirement, and identify and include contracting plans and procedures in the overall plans for an operation.

### **Planning Considerations**

Utilizing the CSP ensures that commanders and their staffs know contracting plans and procedures and that the CSP is included in the overall plans for an operation. Additionally, utilizing the CSP ensures that the contracting plans and procedures are implemented, reviewed, and conducted to support deployed US or allied forces rapid deployment support, humanitarian support, and disaster relief efforts. The CSP must be an integral part of both the deliberate and the crisis action planning process and should be included in all OPLANs as an appendix to the logistic annex or in annex W, Operational Contract Support. Organic logistic assets, HNS, and contracted logistic support are coordinated in the logistic annex of the OPLAN or OPORD. This coordinated approach integrates contracting into the logistic portion of the OPORD and ensures that all assets are properly included and time-sequenced throughout the exercise or operation. The plan should consider the following:

- Contract support to the supported units.
- Designation, deployment, and augmentation of contracting, finance, and legal elements.
- Communication of contracting procedures, authorities, and deviations.

## Contingency Contracting

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- The inclusion of contracting personnel in site surveys, exercises, and predeployment training.
- The inclusion of contracting, resource management, legal, and finance support into OPLANs/campaign plans.
- Command and control relationships.
- Location and structure of the contracting elements in the theater, to include a list of units and activities that will be supported by each contract.
- Types of supplies, services, and construction capabilities commercially available within the mission area.
- Access to the local vendor base.
- A list of special prioritization or control measures that apply for scarce commodities or services.
- Concept of contracting operations, which is phased and synchronized with the supported plan.
- Procedures for legal review.
- Description and assessment of HNS agreements, customs, laws, culture, language, religion, and business practices that impact contracting operations.
- Specific statutory and regulatory constraints or exemptions that apply to the supported operation.
- Procedures for defining, validating, processing, and satisfying supported unit requirements.
- Procedures for budgeting and making payments to contractors and vendors.
- Procedures for accounting for purchased items.
- Procedures for appointing, training, and employing ordering officers, CORs, paying agents, and Government-wide Commercial Purchase Card (GCPC) holders.
- Manpower, equipment, and supplies required for contracting support and the deployment sequence.

- Procedures for closing out contracting operations and redeployment.
- Security requirements and procedures for contracting and contractor personnel.
- Contracting office responsibilities and command/supported unit responsibilities.
- Procedures for purchasing urgent universal need statement type items.

Additionally commanders and their staffs must also take into account the following when considering the use of contractors:

- Contractor employees do not replace force structure; at most they exist to augment current sources.
- Commanders may be responsible for protecting contractors within their area of operations. Commanders should review with the KO the requirements for Government support of contractor personnel under DFARS 225.7402 (defense contractors outside the United States).
- Contractors must have a sufficient amount of personnel to meet the current requirements.
- Contractors must be integrated into the overall support plan.
- Contingency plans must be in place if the contractor fails to perform.
- Contractors cannot be responsible for carrying out military-specific duties.

In developing the PDSS team, it is essential that staff planners include the KO as a part of the team. As a member of the PDSS team, the KO evaluates the market conditions of the area of operations. This evaluation allows the KO to develop a CSP that will determine the contract personnel that may be required, the experience and certification levels required, and the location(s) of the

contracting office(s). Additionally, special consideration will also be given to the contract support personnel that will be needed as well as the contracting personnel. These include logistic representatives, comptroller, disbursing, procurement and fiscal law counsel, CORs, and field ordering officers (FOOs) as required.

### **Risk Assessment of Contractors on the Battlefield**

In planning for contract support, commanders should give careful consideration to the risks of contracting for logistic support. Since the military does not have “command” authority over contractor employees, commanders and their staffs must understand that there are different standards applicable to civilian contractors. Commanders should assess the risks of contractor nonperformance, force protection, and contractor protection. When commanders decide to use contracted support, rather than military CSS, they assume a degree of risk that the contractor may not perform what is required for the mission. Civilian contractors can refuse to perform as contracted, meaning that they can refuse to deliver goods or perform services in dangerous areas, or that they can refuse to enter or remain in a hostile area. When commanders are evaluating the risks of contractor nonperformance, they must consider any factors that might degrade the mission. They must also consider any increase in the time needed to perform the mission. Moreover, they must consider the impact on Service members that are depending on goods and services provided by contracted support. Ultimately, commanders must be prepared for potential adverse effects encountered as a result of a degraded security environment. Commanders must consider the following potential problems when conducting a risk assessment:

- The vendor’s ability to deliver the needed goods and services may be degraded, forcing the contingency KO to coordinate for Government transportation with organic assets.

- Vendors may require authorization and inspection prior to entering the base, thus increasing the time for performance.
- Vendors may default on existing contracts or refuse new orders on existing blanket purchase agreements.
- Vendors willing to do business may increase prices dramatically to offset the real and perceived risks.
- Levels of responsiveness from contractors may decrease due to the contingency KO's inability to compel vendors to perform/bid on work or projects.
- Increased security may limit vendor access to both the contingency KO and the customer.
- Supplies/services previously obtained through contracts may have to be provided by the supply system/organic capabilities.
- Tribal conflicts and control of local or regional supply chains.

Force protection issues arise from using the local vendor base to provide logistic support. Units must assess the threat and their own vulnerability prior to deployment. The risk assessment must include the risk of using local national and third country national contractor employees vice using military or US national civilian capabilities. Units must take the results from threat and vulnerability assessments and develop security plans when using local contractors. Tailored intelligence and counterintelligence support, host-nation assistance, and detailed contractor or employee screening plans must be in place. Special emphasis must be placed on local national and third country national contractor employee access to vulnerable facilities and areas.

Predictable unit movements and support operations can lead to increased vulnerability of both personnel (to include contracted support) and facilities. Unit commanders must understand that predictability places a higher demand on the unit's ability to know the local threat, assess unit vulnerabilities, and develop



self-protection measures, including force protection and antiterrorism actions as they relate to the use of local national and third country national contractor support.

The risks associated with providing protection of contractors on the battlefield should be assessed. Force protection and antiterrorism actions include not only military and civilian Government personnel but contractor employees as well. Contractor employees will normally be unarmed, bringing with them an inherent need for force protection. Contractor employees cannot be required to perform force protection functions and cannot participate in combat offensive operations, but they retain the inherent right to self-defense. Therefore, DOD policy states that when contractors are deployed in support of military operations/weapon systems, they will be provided force protection commensurate with that provided to civilian Government personnel. Commanders must understand that contractors are subject to the same threat as any Service member and must plan accordingly. Contractors, when placed in a position of risk, must be protected, or the support they provide may be degraded. Contractor-related force protection measures and risks must be addressed in the planning process.

Protecting contractors and their employees on the battlefield is the commander's responsibility. When contractors perform in potentially hostile or hazardous areas, the supported military forces must assure the protection of their operations and their employees. The responsibility for assuring that contractors receive adequate force protection starts with the CCDR, extends downward, and includes the contractor. The Government is responsible for providing a safe workplace that enables the contractor to perform unhindered by circumstances beyond his/her control. Commanders and staff planners must assess the need for providing force protection to a contractor and designate forces to

provide appropriate security. The mission, threat, and location of contractor operations determine the degree of force protection needed. Protection for contractors involves the active use of armed military forces to provide escort or perimeter security and passive measures that include protective military equipment, training, and equipping of contractor employees in self-protection (i.e., chemical, biological, radiological, and nuclear).

### **Market Research**

As part of the predeployment planning and PDSS, a market analysis should be conducted. While conducting the market analysis, the KO will review lessons learned from previous deployments and databases from the contracting offices that have been or are deployed to the region. Additionally, a site survey will allow the KO to assess the local market by speaking with the local vendors as well as the local US embassy officials, like the general services officer. It is imperative that a thorough market analysis be performed in order to ensure the KO's successful execution of the contract support plan.

### **Legal Issues**

As with any contractual action, the procurement and fiscal law counsel must be consulted and will review contracts to ensure the legality of the contract. The status-of-forces agreements (SOFAs) may cover a wide range of issues that impact the use of contractors in military operations. Status-of-forces agreements were created between the United States and host nations to define the rights, immunities, and duties of the force, its members, and family members. These agreements established the legal obligations to be followed when operating within or in-transit through a particular nation. Status-of-forces agreements can establish legal

obligations independent of contract provisions and apportion criminal jurisdiction between the United States and the receiving nation. In addition, these agreements can address civil jurisdictions, claims, taxes, duties, services provided to each party, and procuring supplies and local employees. Moreover, SOFAs can also define the legal status (e.g., host-nation criminal and civil jurisdiction) and legal obligations (e.g., taxes, customs) of contractors and contractor personnel in a host nation. Furthermore, other legal issues such as international law, contractor legal status, and host-nation and third country laws need to be addressed. The contracts attorney should be involved in the planning process as well as ensuring that the legal issues are addressed and that the risks associated with contracting for logistics are mitigated.

### **Sources of Support**

Commanders' have organic and external sources of support available to them. The contract support plan should provide the details of how logistic support will be provided. Requirements that cannot be met using organic resources available to the unit should be addressed in the contract support plan. The KO will identify those requirements that can be purchased from commercial sources through market research and the PDSS. The contracting office will address supplies and services that are available in the local area. These services could include all classes of supply as well as base operating services. Base operating services include food service, laundry services, billeting, shower trailers, generators, earthworks, utilities, latrines and latrine servicing, trash removal, bulk fuel, and bulk water. Other services that may require contracting are transportation services, communication services and minor construction services. The contracting office may be authorized to contract for minor repairs to existing structures under \$750K in a contingency environment. Major construction and

land lease is referred to the Army Corps of Engineer Command or the Naval Facilities Command.

The contract support plan should also include the use of the GCPC and FOO. The KO is responsible for the GCPC program and will assess the risk of issuing GCPC to subordinate commands or assigning FOOs. The GCPC provides the flexibility of small purchases for immediate needs within the micro purchase limit. The KO may grant additional authority to FOOs for larger purchases. The KO will identify those risks in the PDSS in conjunction with the concept of operations based on the location of the contracting office with respect to unit supportability.

## **CHAPTER 3**

### **Contracting in Joint Operations**

Unless otherwise directed by the Secretary of Defense, the Military Departments and Services will continue to have responsibility for the logistic and administrative support of Service forces assigned or attached to joint commands (JP 4-0). The joint staff and Services concentrate on strategic logistics. The supporting and supported CCDRs' logistic staffs manage operational logistic issues that directly affect missions assigned to the CCDRs in the Joint Strategic Capabilities Plan and other areas directed by the CCDRs. The senior MAGTF commander performs operational logistics, which may include the establishment of a theater Marine Corps Logistics Command to perform command and control operational-level logistic functions. The contract plans officer provides interface between the joint contracting cell and the MAGTF contracting cell.

Under crisis action, wartime conditions, or where critical situations make diversion of the normal logistic process necessary, the logistic and administrative authority of CCDRs enable them to use all facilities and supplies of all forces assigned to their commands as necessary for the accomplishment of their missions. This single service logistic support may be modified when logistic support is otherwise provided for by agreements with national agencies or allies or by CCDR assignment of common, joint, or cross-servicing responsibility.

Directive authority for logistics may be exercised by CCDRs. The exercise of directive authority for logistics over assigned

forces by a CCDR includes the authority to establish a joint contracting cell. This is necessary to prevent and eliminate unnecessary duplication of facilities and the overlapping of functions among the Service component commands.

The Marine Corps has the capability to initiate contingency contracts for needed support. However, the CCDR may elect to employ the Joint Theater Logistics Management element or establish a contract clearinghouse to ensure that Service components are not bidding against each other for the same commodity or service. Contracting may provide initial deployment, sustainment, and redeployment supplies and services. The MAGTF contingency contracting cell may provide contract support for supplies and services. A contract office designated by the CCDR performs all construction contracting and leasing of the land and buildings.

Per JP 1-06, *Financial Management for Joint Operations*, the executive agent (EA) operating in a joint environment normally funds multi-Service contract costs, unique joint force operational costs, special programs, joint force commander headquarters operational costs, and any other designated support costs. The Secretary of Defense may elect to designate an EA for the purpose of funding all or part of an operation. This EA is normally the Secretary of a Military Department. The supported CCDR will identify the designated EA for financial management in the joint OPLAN or OPORD.

In the joint environment, the Marine Corps' contingency contracting office may be required to provide contracting support to other Services. The contingency contracting office may be augmented by joint task force KOs to provide general support. Joint task force KOs may provide support to Marine Corps units.

For example, a contractor provides a generic capabilities plan for receiving, housing, and sustaining 25,000 personnel in 8 base camps for 180 days. Under the generic contingency scenario used in the contract, the contractor is required to set up sea and aerial ports of debarkation for deployed personnel. Military personnel are transported to a rear area support base before being further deployed to forward area base camps. The contractor is required to begin receiving 1,300 personnel per day within 15 days from notice to proceed. Thirty days after notification, the contractor is required to support 25,000 personnel in 1 rear and 7 forward base camps for up to 180 days with options to increase the size of the supported force to 50,000 personnel and to extend support to 360 days.

Each base camp provides billeting, dining facilities, food preparation, potable water, sanitation, showers, laundry, transportation, utilities, and other logistical support. The contractor is required to support two contingencies concurrently, in widely separated geographical areas. Contractor-provided supplies and services under the LOGCAP contract may include, but are not limited to the following:

Supply operations (all classes of supply except Class X)*	Standard Army Management Information System operations
Personnel support	Signal support services
Clothing exchange and bath	Other operations and services
Laundry	Maintenance
Clothing repair	Transportation
Food service	Medical services
Mortuary affairs	Engineering and construction
Hazardous materials/waste disposal services	Support of Army personnel and equipment retrograde
Billeting	Mortuary affairs
Facilities management Morale, welfare, and recreation	Information management

\*The LOGCAP Umbrella Support Contract is a cost-plus award fee contract, meaning that the Government reimburses the contractor for allowable expenses, plus an award fee based on performance. The commander must also consider this award fee, not just up-front costs, before using LOGCAP to provide supplies.

In a joint operations environment, additional logistic support may be available to commanders not requiring contractual actions. The Army logistics civil augmentation program (LOGCAP), Navy construction capabilities (CONCAP) contract, and the Air Force contract augmentation program (AFCAP) provide a wide range of services. Additionally, logistic support may be available through HNS, ACSA, assistance in kind, nongovernmental organizations (NGOs), and contractor logistic support contracts.

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### ARMY LOGISTICS CIVIL AUGMENTATION PROGRAM

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The US Army Materiel Command's LOGCAP Umbrella Support Contract develops and maintains a contractor database that identifies approved contractors who plan for and provide needed construction and services worldwide as required. The contractor must prepare worldwide, generic underdeveloped and developed country plans, operationally specific plans, and country-specific plans. In order to correspond with these plans, the contractor is also required to develop and maintain a worldwide database of available equipment, supplies, and services. The contractor plans and maintains database support for five broad categories: facilities, supplies, services, maintenance, and transportation. Support for actual operations is tailored, based on the concept of the operation and scope of work provided by the supported commander.

The Defense Contract Management Agency generally deploys a team to provide contingency contract administration support, which helps the commander manage LOGCAP. US Army Materiel Command Pamphlet 700-30, *Logistics Civil Augmentation Program (LOGCAP)*, provides detailed information on how to initiate and execute support under the US Army LOGCAP Umbrella Support Contract.



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### NAVY CONSTRUCTION CAPABILITIES

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The Navy CONCAP contract provides the Navy with a rapid response construction capability that supplements its permanent organization's construction capabilities. The CONCAP contract, administered by the Naval Facilities Engineering Command, is similar to the Army's LOGCAP and the Air Force's AFCAP, but is more narrowly focused on construction and construction-related services. The scope of the CONCAP contract encompasses support of US military forces acting alone or as part of a multinational force. Potential construction tasks may include, but are not limited to, the following:

- Power plant and power distribution construction.
- Water treatment plant.
- Water well drilling.
- Sewage treatment plant.
- Dredging.
- Airfield construction.
- Pier construction.
- Troop billeting facility.
- Petroleum storage facility.
- Bridge and road construction.

In support of CONCAP, two contracts are awarded as needed. The Atlantic contract covers the US east of the Mississippi River, Canada, South and Central America, the Atlantic Ocean, Europe, Africa, and Southwest Asia. The Pacific contract covers the US west of the Mississippi River, Alaska, Hawaii, the Pacific Ocean, the Indian Ocean, Asia, and Southeast Asia.

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### **AIR FORCE CONTRACT AUGMENTATION PROGRAM**

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The AFCAP was created to provide military commanders with a worldwide force multiplier option that augments or relieves the forces involved in stability operations, with the intention that military units would provide the initial response to an event and then call upon the AFCAP contract for ongoing support, as needed. Consequently, the contract is structured to provide a full range of civil engineer, logistics, and services functions (with the exception of mortuary affairs and field exchange). The program's emphasis is on contingency support with minimal response time and minimal bureaucratic considerations. Although initially designed for use by the United States Air Force, the program is open to the other Services, as well as Federal and State government agencies.

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### **HOST-NATION SUPPORT**

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Host-nation support is provided to allied forces and organizations located in or transiting through host-nation territory, including civil and military assistance. This support can include almost any type of assistance required to sustain military operations within a theater. Commanders must consider the additional support requirements generated by using HNS; for example, HNS of potable water may mean bulk water from a desalinization plant, not bottled water, which increases requirements for tankers and a distribution system.

The theater CDR, in coordination with the Service component commands, determines the types and levels of HNS that can be

accepted without risk to overall mission accomplishment. Planners must ensure that HNS meets local, not necessarily US standards. Use of HNS should not degrade required US unilateral capability. HNS can be a significant resource provided it is available and that appropriate agreements are in place.

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### ACQUISITION AND CROSS-SERVICING AGREEMENT

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DOD components are authorized to acquire, and in some cases provide, logistic support, supplies, and services directly from/to eligible countries and international organizations. In accordance with DOD Directive 2010.9, *Acquisition and Cross-Servicing Agreement*, an ACSA may provide either of two distinct legal authorities: acquisition-only authority or cross-servicing agreement authority, which includes both an acquisition and transfer authority.

Under acquisition-only authority, eligible countries and international organizations include governments of North Atlantic Treaty Organization (NATO) countries and NATO subsidiary bodies, a United Nations organization or any regional international organization of which the United States is a member, and any government not a member of NATO that meets one or more of the following eligibility criteria:

- Has a defense alliance with the United States.
- Permits the stationing of members of the US Armed Forces or the homeporting of US naval vessels in such country.
- Agrees to preposition US materiel in country.
- Serves as the host country for US Armed Forces during exercises or permits other US military operations in country.

Use of acquisition-only authority does not require the existence of a cross-servicing agreement or an implementing arrangement as a prerequisite.

Under cross-servicing agreement authority, the Secretary of Defense is authorized to enter into cross-servicing agreements with the governments of NATO countries and NATO subsidiary bodies; a United Nations organization or any other regional international organization of which the United States is a member; and governments of designated non-NATO countries for the reciprocal provision of logistic support, supplies, and services with the military forces of that country. After consultation with the Secretary of State, the Secretary of Defense may designate non-NATO countries as authorized for cross-servicing agreements after providing advance notification (30 days), to the Committees on Armed Services and Foreign Relations of the US Senate and the Committees on Armed Services and International Relations of the House of Representatives. Consultations, designations, and congressional notifications are not required for NATO countries, NATO subsidiary bodies, United Nations organizations, or any regional international organization of which the United States is a member. Designation of a non-NATO country for cross-servicing agreement eligibility shall be in the interest of the national security of the United States.

The negotiation and conclusion of multiple cross-servicing agreements with a given country or international organization is discouraged. Accordingly, the DOD components shall use, whenever practical, a single cross-servicing agreement when acquiring or transferring logistic support, supplies, and services.

Except as payment for logistic support, supplies, and services acquired by the United States under an acquisition-only agreement, logistic support, supplies, and services may only be pro-

vided to a foreign government as a transfer under a cross-servicing agreement.

The acquisition and transfer of logistic support, supplies, or services under cross-servicing agreements shall be accomplished by implementing arrangements, applicable orders, and receipt forms as required by the terms of individual cross-servicing agreements, and shall not be in exchange for relief of taxes, duties, or similar charges.

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### **ASSISTANCE IN KIND**

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Assistance in kind is support in the form of goods and services provided by a foreign government without cost to the United States. It may include, but is not limited to, buildings and facilities, utilities, communications, supplies and equipment, travel, transportation of goods, and services of foreign national employees. This type of support is established through negotiated agreements and, when available, is coordinated through the G-5/J-5 [plans officer].

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### **NONGOVERNMENTAL ORGANIZATIONS**

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An NGO is a private, self-governing, not-for-profit organization dedicated to alleviating human suffering; and/or promoting education, health care, economic development, environmental protection, human rights, and conflict resolution; and/or encouraging the establishment of democratic institutions and civil society. It may be local, national or transnational; employ thousands of individuals or just a handful; utilize a large management structure or

no formal structure at all. (JP 3-08, Interagency Coordination During Joint Operations) Where long-term problems precede a deepening crisis, NGOs are frequently on scene before the US military and are willing to operate in high-risk areas. They will most likely remain long after military forces have departed. Because of their capability to respond quickly and effectively to crises, they can lessen the civil-military resources that a commander would otherwise have to devote to an operation. The contingency KO must consider the presence of NGOs, their potential to compete for scarce resources, and their knowledge of the region as a potential source of vendor information.

# APPENDIX A

## Glossary

### Section I. Acronyms and Abbreviations

ACSA.....	acquisition and cross-servicing agreement
ADC, I&L .....	Assistant Deputy Commandant, Installations and Logistics
AFCAP.....	Air Force contract augmentation program
CCDR.....	combatant commander
CONCAP.....	construction capabilities
COR .....	contracting officer representative
CSP.....	contract support plan
CSS.....	combat service support
DC, I&L .....	Deputy Commandant, Installations and Logistics
DFARS .....	Defense Federal Acquisition Regulation Supplement
DOD .....	Department of Defense
EA.....	executive agent
FAR .....	Federal Acquisition Regulation
FOO.....	field ordering officers
G-4 .....	brigade or higher staff logistics officer
GCPC .....	Government-wide Commercial Purchase Card
HCA .....	head of the contracting activity
HNS.....	host-nation support

## **MCRP 4-11E**

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HQMC ..... Headquarters, Marine Corps  
JP ..... joint publication

K ..... thousand  
KO ..... contracting officer

LOGCAP ..... logistics civil augmentation program

M ..... million  
MAGTF ..... Marine air-ground task force  
MAPS ..... Marine Corps Acquisition Procedures Supplement

NATO ..... North Atlantic Treaty Organization  
NGO ..... nongovernmental organization

O&M ..... operation & maintenance  
OPLAN ..... operation plan  
OPORD ..... operation order

PDSS ..... predeployment site survey

S-4 ..... battalion or regiment logistics staff officer  
SOFA ..... status-of-forces agreement  
SSA ..... source selection authority  
SSEB ..... source selection evaluation board

US ..... United States  
USMC ..... United States Marine Corps



### Section II. DEFINITIONS

**acquisition**—The acquiring by contract with appropriated funds of supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. (FAR)

**acquisition and cross-servicing agreement**—Agreements negotiated on a bilateral basis with US allies or coalition partners that allow US forces to exchange most common types of support, including food, fuel, transportation, ammunition, and equipment. Authority to negotiate these agreements is usually delegated to the combatant commander by the Secretary of Defense. Authority to execute these agreements lies with the Secretary of Defense, and may or may not be delegated. Governed by legal guidelines, these agreements are used for contingencies, peacekeeping operations, unforeseen emergencies, or exercises to correct logistic deficiencies that cannot be adequately corrected by national means. The support received or given is reimbursed under the conditions of the acquisition and cross-servicing agreement. Also called **ACSA**. (JP 1-02)

**acquisition planning**—The integration of the efforts of all personnel responsible for significant aspects of the acquisition.

**acquisition review board**—A board designated by the commander to approve and prioritize requirements. An acquisition review board will normally review procurement requests at a dollar threshold as set by the commander.

**Air Force Civil Augmentation Program**—A multivendor, open-ended, indefinite delivery/indefinite quantity task-order style contract that provides military commanders with a worldwide force multiplier option to leverage capability from the commercial sector to augment or relieve their forces involved in military operations, with the intention that military units would provide the initial response to an event and then call upon the Air Force Civil Augmentation Program contract for ongoing support, as needed. Consequently, the contract is structured to provide a full range of civil engineer, logistics, and services functions (with the exception of mortuary affairs and field exchange). The emphasis is on contingency support with minimal response time and minimal bureaucratic considerations. Also called **AFCAP**.

**assistance in kind**—Support in the form of goods and services provided by a foreign government without cost to the US. It may include, but is not limited to, buildings and facilities, utilities, communications, supplies and equipment, travel, transportation of things, and services of foreign national employees.

**blanket purchase agreement**—A simplified method of filling anticipated repetitive needs for supplies or services by establishing charge accounts with qualified sources of supply. A blanket purchase agreement is not a contract; it is a written instrument of understanding between two parties. Blanket purchase agreements are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase, invoice and payment documents.

**civil affairs**—Designated Active and Reserve component forces and units organized, trained, and equipped specifically to conduct civil affairs activities and to support civil-military operations. Also called **CA**. (JP 1-02)

**contingency**—A situation requiring military operations in response to natural disasters, terrorists, subversives, or as otherwise directed by appropriate authority to protect US interests. See also **contingency contracting**. (JP 1-02)

**Contingency Construction Capabilities Contract**—The Navy contract that provides the Navy and Marine Corps the capability to supplement permanent organizations with a responsive contracting vehicle and a large civilian contractor at the ready to respond to contingencies or natural disasters. Also called **CONCAP**.

**contingency contracting**—Contracting performed in support of a peacetime contingency in an overseas location pursuant to the policies and procedures of the Federal Acquisition Regulatory System. See also **contingency**. (JP 1-02)

**contingency operation**—A military operation that is either designated by the Secretary of Defense as a contingency operation or becomes a contingency operation as a matter of law: title 10, United States Code (USC), section 101 (a)(13). It is a military operation that: a. is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing force; or b. is created by operation of law. Under 10 USC 101 (a)(13)(B), a contingency operations exists if a military operation results in the (1) call-up to (or retention on) active duty of members of the uniformed Services under certain enumerated statutes (10 USC 688, 12301(a), 12302, 12304, 12305, 12406, or 331-335); and (2) the call-up to (or retention on) active duty of members of the uniformed Services under other (non-enumerated) statutes during war or national emergency declared by the President or Congress. (JP 1-02)

**contract**—A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer 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. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 USC 6301, et seq. (FAR)

**contracting**—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)

**contracting officer**—A US military officer or civilian employee who has a valid appointment as a contracting officer under the provisions of the Federal Acquisition Regulation. The individual has the authority to enter into and administer contracts and determinations as well as findings about such contracts. (JP 1-02)

**contracting officer representative**—A representative appointed in writing by a contracting officer to act as his/her authorized representative to monitor and enforce a contract as written. Under no circumstances may a contracting officer representative change the terms or conditions of a contract. Also called **COR**.

**contractor**—A corporation, firm, partnership, or individual who provides a service or supply through a contract. Also called **vendor**.

**cross-servicing**— A subset of common-user logistics in which a function is performed by one Military Service in support of another Military Service and for which reimbursement is required from the Service receiving support. See also **acquisition and cross-servicing agreement**. (JP 1-02)

**cross-servicing agreement**—A legal instrument entered into under the authority of 10 USC 2342 that authorizes the reciprocal provision of logistic support, supplies, and services. A cross-servicing agreement may also be referred to as a mutual logistics support agreement or an acquisition and cross-servicing agreement. A cross-servicing agreement is an international agreement under reference c. (DODD 2010.9)

**Defense Federal Acquisition Regulation Supplement**—A Department of Defense supplement to the Federal Acquisition Regulation establishing uniform policies and procedures applicable to all Defense agencies. Also called **DFARS**.

**determination and finding**—A special form of written approval by an authorized official that is required by statute or regulation as a prerequisite to taking certain contract actions. The “determination” is a conclusion or decision supported by the “findings.” The findings are statements of fact or rationale essential to support the determination and must cover each requirement of the statute or regulation. (Federal Acquisition Regulation, paragraph 1.701)

**Federal Acquisition Regulation**—Codifies uniform policies for acquisition of supplies and services by executive agencies. It is issued and maintained jointly, pursuant to the Office of Federal Procurement Policy Reauthorization Act, under the statutory authorities granted to the Secretary of Defense, Administrator of General Services, and the Administrator, National Aeronautics and Space Administration. Also called **FAR**.

**field ordering officer**—An individual appointed by the chief of the contracting office to purchase goods or services paid from a specific, limited fund. Neither property book officers nor Finance Officer's Representatives may be ordering officers. Also called **FOO**.

**Government-wide Commercial Purchase Card**—Similar to a commercial credit card, a procurement method for Government use only by authorized agency personnel to purchase supplies and services in support of mission requirements. It is mandatory for all purchases less than or equal to the micro-purchase threshold (\$3K for supplies, \$2.5K for services, \$2K for construction). (HQMC Government - wide Commercial Purchase Card Standard Operating Procedures)

**head of contracting activity**—The official who has overall responsibility for managing the contracting activity.

**host-nation support**—Civil and/or military assistance rendered by a nation to foreign forces within its territory during peacetime, crises or emergencies, or war based on agreements mutually concluded between nations. Also called **HNS**. (JP 1-02)

**justification and approval**—The contracting officer's requirement to provide justification for a contract resulting from an unsolicited proposal or when full and open competition is not used.

**Logistics Civil Augmentation Program**—A US Army initiative for peacetime planning for the use of civilian contractors in war-time and other contingencies. It provides immediate, responsive, and easy access to specific logistics services worldwide to support war fighters, military deployments, and operations addressing natural and manmade disasters. Also called **LOGCAP**.

**Marine Corps Acquisition Procedure Supplement**—An acquisition procedures supplement that establishes uniform internal Marine Corps policies and procedures for those activities receiving contracting authority from Deputy Commandant, Installations and Logistics, and provides general guidance to contracting officers in the execution of their delegated authority. Also called **MAPS**.

**nongovernmental organization**—A private, self-governing, not-for-profit organization dedicated to alleviating human suffering; and/or promoting education, health care, economic development, Environmental protection, human rights, and conflict resolution; and/or encouraging the establishment of democratic institutions and civil society. Also called **NGO**. (JP 1-02)

**ordering officer**—An individual appointed by the chief of the contracting office to purchase goods or services paid from a specific, limited fund. Neither property book officers nor finance officer's representatives may be ordering officers.

**ratification**—The act of approving an unauthorized commitment by an official with the authority to do so. (Federal Acquisition Regulation)

**unauthorized commitment**—An agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. (Federal Acquisition Regulation)

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# **APPENDIX B**

## **References**

### **Federal Statutory Laws**

United States Code, Title 10, Armed Forces  
Defense Federal Acquisition Regulation Supplement  
Federal Acquisition Regulations

### **Department of Defense Directive (DODD)**

2010.9                      Acquisition and Cross-Servicing Agreement

### **Joint Publications (JPs)**

1-06                      Financial Management for Joint Operations  
4-0                        Doctrine for Logistic Support of Joint Operations  
3-08                      Interagency Coordination During Joint Operations

### **United States Marine Corps**

Marine Corps Strategy 21  
Marine Corps Acquisition Procedures Supplement

### **Marine Corps Warfighting Publication (MCWP)**

4-1                        Logistic Operations

### **United States Army**

Army Materiel Command (AMC) Pamphlet  
700-30 Logistics Civil Augmentation Program (LOGCAP)

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