

Afghan National Security University Has Experienced Cost Growth and Schedule Delays, and Contract Administration Needs Improvement



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OFFICE OF THE SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION

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This report discusses the results of the Office of the Special Inspector General for Afghanistan Reconstruction's audit of U.S. Air Force Center for Engineering and the Environment (AFCEE) infrastructure projects at the Afghan National Security University (ANSU). This report includes two recommendations to the Director, AFCEE, to assure that contract files are complete and file information is consistent and that out-of-scope modifications are justified, approved, and documented.

A summary of this report is on page ii. When preparing the final report, we considered comments from AFCEE and the NATO Training Mission-Afghanistan/Combined Security Transition Command-Afghanistan, which are reproduced in appendices II and III of this report, respectively. AFCEE noted our recommendations and discussed actions taken to address them. We conducted this performance audit under the authority of Public Law No. 110-181, as amended; the Inspector General Act of 1978; and the Inspector General Reform Act of 2008.

A handwritten signature in black ink, appearing to read "Steven J Trent".

Steven J Trent
Acting Special Inspector General
for Afghanistan Reconstruction



SIGAR

SIGAR Audit-12-3

October 2011

Afghan National Security University Has Experienced Cost Growth and Schedule Delays, and Contract Administration Needs Improvement

What SIGAR Reviewed

A key objective of the coalition efforts in Afghanistan is to build the country's capacity to provide for its own security by housing, training, equipping, and sustaining the Afghan National Security Forces. The Combined Security Transition Command–Afghanistan (CSTC-A) provided \$170 million to the Air Force Center for Engineering and the Environment (AFCEE) to support construction of facilities at the Afghan National Security University (ANSU), Afghanistan's premier officer training facility. AFCEE awarded a task order for the first phase of construction in September 2008 to AMEC Earth and Environmental, Inc. (AMEC). AFCEE awarded a task order for the second phase to Lakeshore Engineering in February 2011. SIGAR did not include the second phase in our scope because work had just begun. AFCEE officials were responsible for providing contract oversight of construction activities and contract administration. SIGAR initiated this audit to examine (1) construction at ANSU during Phase I, including cost, schedule, and outcomes; (2) contract oversight and administration by AFCEE; and (3) efforts to obtain security services for ANSU construction activity. To accomplish these objectives, we reviewed relevant contract files; performed site inspections at ANSU; and interviewed officials from CSTC-A and AFCEE, among others. We conducted our work at AFCEE headquarters in San Antonio, Texas; Kabul, Afghanistan; and Washington, D.C., among other places, from December 2010 to October 2011, in accordance with generally accepted government auditing standards.

What SIGAR Found

Construction at ANSU has experienced cost growth and schedule delays. The task order ceiling price has grown from \$70.2 million to \$91.5 million, and the scheduled completion was delayed from June 2010 to October 2011. The cost growth and schedule delay were due to a combination of added work, costs AMEC incurred awaiting site demining (conducted under another government contract) and CSTC-A's changing design preferences, and increased construction costs. Overall, AFCEE has paid \$21.3 million more for 18 fewer facilities and 8 fewer projects than originally planned. However, AFCEE data show that the ANSU schedule delays are not unique because the large majority of AFCEE projects for CSTC-A—80 percent—experienced similar delays. According to CSTC-A and AFCEE officials, schedules are purposely aggressive to push the contractors to complete construction in the shortest time possible so that the overall mission is successful. Finally, we found that construction quality generally met contract requirements.

Although AFCEE provided active contract oversight at ANSU, we identified some weaknesses in contract administration. For example, contract files were generally complete, but the task order files contained incomplete and sometimes inconsistent information as to the reasons for modifications and, for the most part, did not include notices to proceed, called for by the Federal Acquisition Regulation (FAR). AFCEE awarded AMEC two task order modifications that included a total of almost \$60,000 for providing security that was outside the original scope of the ANSU task order. While permissible, in doing so AFCEE did not follow Department of Defense (DOD) policy and acquisition requirements. Finally, AFCEE paid AMEC about \$53,500 for the cost of demining activities that should have been paid for under a separate contract with the U.S. Army Corps of Engineers.

Work at ANSU almost shut down because of issues involving the employment of personnel for the private security contractor used at the site. In December 2010, AMEC's security provider, G4S, informed AMEC that it would have to stop providing security because of its inability to renew the visas of its non-Afghan personnel. AMEC was prepared to stop work and demobilize, but eventually was able to transition security to the Olive Group, another private security contractor.

What SIGAR Recommends

To strengthen contract administration, SIGAR is making two recommendations to the Director, AFCEE, to assure that (1) contract files contain complete and consistent information as to the reasons for task order modifications and (2) that out-of-scope modifications are justified, approved, and documented. AFCEE noted the recommendations and discussed actions taken to address them. In response to the second recommendation, AFCEE stated that modifications are already properly justified and approved through CSTC-A and documented by the AFCEE contracting officer. However, because SIGAR found that the process used by AFCEE did not work in this case and, as the contracting entity for CSTC-A, AFCEE's responsibility is to ensure that it follows DOD policy and FAR requirements.

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ABREVIATIONS

AFCEE	Air Force Center for Engineering and the Environment
AMEC	AMEC Earth and Environmental, Inc.
ANA	Afghan National Army
ANSF	Afghan National Security Forces
ANSU	Afghan National Security University
CH2M Hill	CH2M Hill Constructors, Inc.
CO	Contracting Officer
COR	Contracting Officer Representative
CSTC-A	Combined Security Transition Command–Afghanistan
DOD	Department of Defense
FAR	Federal Acquisition Regulation
ISAF	International Security Assistance Force
MOD	Modification
NATO	North Atlantic Treaty Organization
Ronco	Ronco Consulting Corporation
SIGAR	Special Inspector General for Afghanistan Reconstruction
USACE	U.S. Army Corps of Engineers



Afghan National Security University Has Experienced Cost Growth and Schedule Delays, and Contract Administration Needs Improvement

One objective of coalition efforts in Afghanistan is to build the country's capacity to provide for its own security by training and equipping the Afghan National Security Forces (ANSF).¹ The Combined Security Transition Command-Afghanistan (CSTC-A) is responsible for planning, programming, and implementing U.S. training and equipping efforts for the ANSF using funds provided through the Afghanistan Security Forces Fund.² Between fiscal years 2005 and 2011, the U.S. Congress has appropriated about \$39.5 billion for the Afghanistan Security Forces Fund, which provides the funding to train and equip the ANSF through CSTC-A.

As part of these efforts, CSTC-A is funding the construction of the Afghan National Security University (ANSU),³ which is intended to provide military training for officer candidates through the highest echelons of Afghan National Army (ANA) military personnel. At least 300 officers are expected to be commissioned annually. ANSU is being built in phases, each to be funded by a task order⁴ through the Air Force Center for Engineering and the Environment (AFCEE), which performs construction services on behalf of CSTC-A. Phase I is the National Military Academy of Afghanistan. On September 11, 2008, AFCEE awarded a task order to AMEC Earth and Environmental, Inc. (AMEC) for Phase I in the amount of \$70.2 million. Phase II is the Command General Staff College, which is planned to contain several schools dedicated to specific areas of advanced military training and education. AFCEE awarded a task order to Lakeshore Engineering for Phase II on February 28, 2011, in the amount of \$78.8 million.

This report is part of a series of Special Inspector General for Afghanistan Reconstruction performance audits examining contract outcomes, costs, and oversight. We initiated this audit to examine (1) construction at ANSU during Phase I, including cost, schedule, and outcomes; (2) contract oversight and administration by AFCEE; and (3) efforts to obtain security services for ANSU construction activity. We did not include Phase II in our analysis because work had just begun.

To accomplish these objectives, we reviewed relevant contract files, including the statements of work, modifications, available construction plans and specifications, and quality assurance plans and reports. We examined criteria and guidance in AFCEE's policies, as well as in the Federal Acquisition Regulation (FAR). We inspected ANSU construction, and we interviewed officials from AFCEE headquarters in San Antonio, Texas; AFCEE-Afghanistan; CSTC-A; AMEC; and Versar, which is AFCEE's quality assurance

¹ANSF includes the Afghan National Army and the Afghan National Police.

²The North Atlantic Treaty Organization (NATO) Training Mission/CSTC-A operates with a single commander for both the U.S.-led CSTC-A and NATO. The mission provides training for the Afghan National Army, develops doctrine, and trains and mentors the Afghan National Police. U.S. Forces in Afghanistan report to the commander of the U.S. Forces-Afghanistan, who also serves as the International Security Assistance Force (ISAF) commander. The majority of U.S. resources and personnel not dedicated to ISAF are committed to training the Afghan National Security Forces through CSTC-A.

³ANSU is located in Qarghah, Afghanistan, near Kabul.

⁴A task order is an order for services placed against an established contract, in this case the Heavy Engineering, Repair, and Construction contract.

contractor. We conducted our work in Washington, D.C; Kabul, Afghanistan; and other places from December 2010 to October 2011, in accordance with generally accepted government auditing standards. A more detailed discussion of our scope and methodology is in appendix I.

BACKGROUND

AFCEE performs construction contracting services on behalf of CSTC-A. A memorandum of agreement, dated August 8, 2006, between AFCEE and CSTC-A, delineates the services and the costs of those services that AFCEE will provide to CSTC-A, including contracting for real property construction and quality assurance services. In accordance with the memorandum of agreement, AFCEE established an in-country contracting officer representative (COR) and provided contract administration and technical support.

In total, CSTC-A plans to spend \$190 million to build ANSU. For Phase I, AFCEE competitively awarded a cost-plus-fixed-fee task order⁵ to AMEC on September 11, 2008, in the amount of \$70.2 million. Construction of Phase I is nearing completion and is the focus of this report. AFCEE competitively awarded a firm-fixed-price task order to Lakeshore Engineering on February 28, 2011, for Phase II in the amount of \$78.8 million. Construction began in March 2011. Through August 2011, AFCEE obligated approximately \$170.3 million to construct the first two phases of ANSU. CSTC-A spending plans include an additional \$20 million for Phase III construction of ANSU if funds become available from a foreign donor; according to CSTC-A, no U.S. funds will be used.

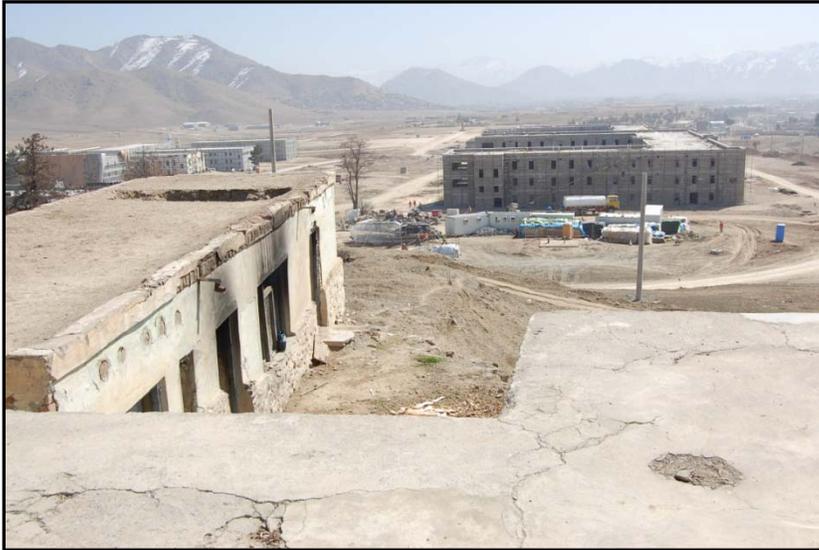
Construction at ANSU consists of a wide array of facilities.

- Phase I includes 16 student and other barracks, four administrative buildings, two three-story classroom buildings, two dining facilities, a 2,600 square meter auditorium, a library, two multi-purpose gymnasiums, and related utility and site work.
- Phase II includes the ANSU headquarters building, Joint Services Academy, Legal Branch School, Non-Commissioned Officer Academy, Foreign Language School, Counterinsurgency Academy, and Religious and Cultural School. Construction is scheduled to be completed in September 2012.
- Phase III would include a Community Center, three single faculty housing units, and fifteen family faculty housing units to house a total of 339 families.

Photo 1 shows some of the work underway.

⁵Under cost-plus contracts the government agrees to pay all costs associated with the work under a contract or task order that are reasonable, allowable under the FAR, and allocable to the contracted work. The government bears the risk of any increase in costs, provided the costs are reasonable, allowable, and allocable.

Photo 1: ANSU Construction Site



Source: SIGAR, March 2011

AFCEE Selects Contractors Through a Two-Tiered Approach

AFCEE uses a two-tiered approach to select contractors for its construction projects. First, under its Heavy Engineering, Repair, and Construction business model, AFCEE solicits bids, selects contractors, and awards multiple contracts, in accordance with the FAR, to provide heavy construction and engineering activities worldwide. Second, AFCEE headquarters requests proposals covering potential heavy construction and engineering projects exclusively from the Heavy Engineering, Repair, and Construction prime contractors. Contractors interested in competing for the work provide proposals. The AFCEE contracting officer (CO), located in San Antonio, Texas, makes a determination as to which contractor will provide the best value for the dollar, and the selected contractor is awarded the task order. The task orders for both phases at ANSU were competitively awarded.

AFCEE Outsources Quality Assurance, but the Contracting Officer Is Ultimately Responsible for Contractor Oversight

AFCEE engages engineering contractors to provide quality assurance for its construction projects, but the AFCEE contracting officer has final responsibility for monitoring contractor performance and holding the contractor accountable for its actions. The quality assurance contractors perform onsite supervision, inspection, and oversight for construction throughout Afghanistan to ensure that construction contractors meet quality control and construction standards. Duties include, but are not limited to, onsite technical surveillance and project assessment; review and comment on the contractor's submittals; and preparation and posting of daily quality assurance reports that document project details, actions taken, and items inspected. The quality assurance contractor provides documentation of these actions to the COR, who is responsible for evaluating the quality assurance contractor's performance and for using the information provided to interact with and advise the CO. The CO for ANSU, located in San Antonio, Texas, delegates day-to-day oversight to a deployed COR based in Kabul and a COR based in San Antonio, Texas, who administer the contracts. Quality assurance

services for work at ANSU were initially awarded to Versar, Inc. through November 2009.⁶ As that task order was expiring, AFCEE awarded the task order for quality assurance services to Jacobs Government Services Company on September 30, 2009. That task order overlapped with Versar's contract through November 30, 2009. Jacobs then subcontracted with Versar to continue providing quality assurance for AFCEE construction projects in Afghanistan.

AFCEE's COR in Kabul is, in turn, supported by the quality assurance contractor, Versar, which maintains personnel on site at ANSU. Versar works with and reports its observations to AFCEE's COR. AFCEE's COR for ANSU is not located on site and is responsible for multiple projects, which results in Versar's personnel serving as the government's primary onsite monitors for the project and reports regularly to the COR. Versar's quality assurance activities include, but are not limited to, monitoring contractor performance; reviewing building designs; inspecting and testing construction materials, analyzing contractor cost and schedule performance; and inspecting construction quality through routine, pre-final, and final project assessments. Versar documents and provides to the AFCEE COR the results of its oversight activities in daily and weekly activity reports, construction deficiency logs, and contractor non-compliance logs; and it provides AFCEE recommendations on approval of designs and materials. AFCEE's COR, in turn, reviews Versar's reporting and adds observations as comments to the weekly activity report. The COR is responsible for acting on any concerns identified by Versar. Versar has no authority to direct the contractor.

PHASE I CONSTRUCTION EXPERIENCED COST INCREASES AND SCHEDULE DELAYS

Construction at ANSU has experienced cost growth and schedule delays. Total project cost has grown from \$70.2 million to \$91.5 million, and the scheduled completion date has been delayed from June 2010 to October 2011. The cost growth and schedule delay were due to a combination of added work, costs AMEC incurred awaiting site demining (conducted under another government contract) and CSTC-A's finalizing design requirements, and increased construction costs. Overall, CSTC-A, through AFCEE, has paid \$21.3 million more for 18 fewer facilities and 8 fewer projects than originally planned. Our review of AFCEE data shows that ANSU is not unique because most AFCEE projects for CSTC-A have experienced schedule delays. Finally, we found that construction quality generally met contract requirements.

Phase I Is Over Its Original Cost and Behind Schedule

Phase I was originally scheduled to be completed in June 2010, at a cost of \$70.2 million, but is now scheduled to be completed in October 2011, at a cost of \$91.5 million. Phase I was under a cost-plus task order, and the government paid all the additional costs. As shown in table 1, as of August 2011, AFCEE awarded 10 modifications for the ANSU task order increasing the overall cost of Phase I by \$21.3 million.

⁶This was a time-and-materials task order. According to the FAR, a time-and-materials contract provides for the acquisition of supplies or services on the basis of direct labor hours at fixed hourly rates and actual costs of materials. The task order covers quality assurance services at multiple AFCEE construction projects, including ANSU.

Table 1: Basic Task Order and Modifications to Contract FA8903-06-D-8507, Task Order 0012, dated September 11, 2008

Award	Date	Purpose	Cost/Schedule Changes
Basic Award	Sep. 11, 2008	Construction of facilities at ANSU.	Originally for \$70.2 million and work scheduled to be complete June 10, 2010.
Modification (MOD) 1	Sep. 30, 2009	Revised the size of 14 buildings; added one new building; revised utility infrastructure installation; added compensation for redesign delays and additional security; and descoped seven facilities and six other projects, i.e., parking areas, driver and weapon ranges, and tree planting.	Task order increased by almost \$11.5 million and schedule extended by 12 months to June 10, 2011.
MOD 2	Apr. 2, 2010	Expanded scope to include provision for security at Task Force Kabul (see note) for 2 months.	Task order increased by \$40,796.
MOD 3	May 18, 2010	Extended requirement for AMEC to provide security at Task Force Kabul; added funds to cover additional cost for wastewater treatment facility; changed design of ANSU headquarters building; and descoped six facilities and one project, i.e., asphalt paving.	Task order increased by \$22,196.
MOD 4	Sep. 14, 2010	Changed requirements for culverts, power generation, and electrical work and descoped six facilities.	No change to schedule or cost.
MOD 5	Oct. 8, 2010	Revised scope to include providing communication backbone for all Phase I facilities; included requirements to connect water line to existing Kabul city water line; and descoped one project, i.e., support area well.	Task order increased by \$1.0 million.
MOD 6	Jan. 10, 2011	Changed design of one entry control point and descoped two facilities.	No change to schedule or cost.
MOD 7	Feb. 23, 2011	Made minor adjustment to the design of two facilities.	No change to schedule or cost.
MOD 8	Jun. 2, 2011	Descoped one project, i.e., the entry control point between ANSU/Task Force Kabul; added funds to construct additional generator/transformer pad; install 64 base cabinets, 60 lab bench tops, and seven chemical exhaust hoods in building 162; added rejection lane and two drop arm barriers.	Task order increased by \$452,479 and extended schedule by over 1 month to July 31, 2011.
MOD 9	Jul. 21, 2011	Increased the funding ceiling while longer extension was being prepared.	Task order increased by \$654,480 and extended schedule by 2 weeks to August 15, 2011.

Award	Date	Purpose	Cost/Schedule Changes
MOD 10	Aug. 8, 2011	Provided increased funding; no change in scope.	Task order increased by \$7.6 million and extended schedule by over 2 months to October 31, 2011.

Source: Developed by SIGAR from HQ AFCEE contract, task order, and modification data.

Note: Task Force Kabul is a separate ANA facility adjacent to ANSU but within the ANSU perimeter wall.

According to an AFCEE official, AMEC has turned over 38 facilities and continues to work on the remaining facilities.

Several Factors Combined to Increase Cost and Delay Completion

The reasons for the cost growth and schedule delay were a combination of added work, the need for AMEC to wait for the U.S. Army Corps of Engineers (USACE) to conduct demining of the work site and for CSTC-A to decide on desired design changes to facilities, and increases in AMEC's construction cost. According to AFCEE, additional reasons for cost growth were logistical and transportation delays of materials and equipment, unforeseen site conditions, delays due to security incidents and the high threat environment, and a lack of skilled local labor. Overall, we determined that AFCEE has paid \$21.3 million more for 18 fewer facilities and 8 fewer projects than originally planned.

Because facilities that were removed will likely be included in later contracts for construction at ANSU, the overall cost of construction at ANSU could easily be higher. Although AFCEE deleted \$12 million in work from the Phase I task order, it also added a total of \$33.4 million, for an overall cost increase of \$21.3 million. The \$33.4 million included \$14.8 million to pay for new work and changes to planned facilities, \$5.7 million to cover the costs of government delay, and \$12.9 million to pay for higher construction costs and increased labor costs associated with the longer construction period. Specifically,

- AFCEE added \$14.8 million to fund new work and changes to facilities under the original contract. Between June 2009 and April 2010, AFCEE added construction of two K-spans⁷ and a small arms storage building. It also added a communication system for the site. According to file documentation, AFCEE removed facilities in order to cover cost overruns, ensure AMEC was able to meet the completion date, and pay for added facilities or design changes. In commenting on a draft of this report, CSTC-A indicated that facilities were added and removed as the vision and requirements for ANSU evolved and were updated, and that these mission and associated end-user requirements were responsible for a significant portion of the cost and schedule growth.
- AFCEE also added \$5.7 million to the task order to pay costs AMEC incurred awaiting completion of demining and design changes.
 - Regarding demining, CSTC-A and AFCEE did not ensure that site demining was synchronized with the construction effort. AFCEE awarded the contract for construction of ANSU 2 weeks prior to USACE awarding a separate contract for demining on the site. According to a USACE official, having AMEC on site during demining delayed USACE's progress because CSTC-A requested that demining activities be moved multiple times. The official added that typically demining should be complete or nearly complete before

⁷A K-span is a pre-engineered building built with roll-formed arched steel structures that weld together in large sections to form a self-supporting building with no internal structure. A K-span building can be used many ways, including as a warehouse, hangar, office space, or troop barracks.

any construction contract is awarded. The portion of the increased cost due to delays in demining is unclear.

- According to the project files, after the task order was awarded, CSTC-A requested changes to facility designs, including making buildings more ornate. After AMEC spent several months developing these new designs, the government estimate revealed that the desired changes would cost \$37 million, so CSTC-A decided not to pursue them. More than 6 months later, and after a rotation of personnel, AFCEE requested that the facility designs revert to the original, basic plans specified in the task order, and CSTC-A agreed. As with the demining costs, the portion of the increased cost due to delays while awaiting design changes is unclear.
- Finally, higher construction costs and increased labor costs associated with the longer construction period totaled \$12.9 million. According to AFCEE, these costs increased for a number of reasons. For example, AMEC's cost estimates for construction were 3 years old and, therefore, did not reflect current costs. In addition, customs issues in Pakistan delayed shipping of major components needed to build ANSU's power plant. Finally, poor performance on the part of some of AMEC's subcontractors resulted in a 30 to 45 day delay in construction of some of the larger buildings, including the dining facility, auditorium, and headquarters building.

Schedule Delays Appear to Be a Systemic Issue

The construction delays at ANSU are not unique. We reported in our review of construction at the Kabul Military Training Center that about 80 percent of all AFCEE construction projects for CSTC-A experienced schedule delays.⁸ Specifically, between 2006 and 2010, our review of AFCEE data showed that 33 of 41 of AFCEE construction projects for CSTC-A were delayed. The delays ranged from less than 1 month to 24 months and averaged 10 months. We found that delays occurred for a variety of factors, including work added to task orders, unanticipated site conditions, contractor performance problems, difficulties in delivering materials, security concerns, and delays associated with waiting for government action. Based on meetings with contractor, CSTC-A, and AFCEE officials, we concluded that aggressive schedules driven by mission needs did not take factors that cause delays into account. Consequently, construction often could not be completed within the desired timeframe. AFCEE told us that schedules are purposely aggressive to push the contractors to complete construction in the shortest time possible so that the overall mission is successful.

Construction Quality Generally Met Contract Requirements

We found that the quality of construction at ANSU generally met contract requirements. When our engineer inspected the ANSU site in May 2011, he noted some problems, but found that construction quality generally aligned with contract standards. For example, most of the construction at this facility is reinforced concrete pier and beam with concrete masonry unit walls. In the finished and in-progress construction samples he observed, reinforced concrete and concrete masonry unit construction was generally acceptable in walls, columns, beams, flooring, and roofs. No cracks or failures were evident. Floors were finished with a two-part epoxy, which should last for years. A good quality example is the main dining facility—a large facility designed to seat 2,000 people—which is constructed almost entirely of reinforced concrete and had no evidence of any structural defects. Because construction of this phase of work was nearing completion, our inspection was limited to the nearly completed structures; we were not able to examine construction features such as foundation footings and wiring inside walls that are no longer visible.

⁸ SIGAR Audit-12-2 *Better Planning and Oversight Could Have Reduced Construction Delays and Costs at the Kabul Military Training Center*, October 26, 2011.

Although overall construction met contract requirements, we identified quality issues involving plumbing fixtures. Specifically, we found the contractor had installed “goose-neck” faucets and unsubstantial shower heads in the shower buildings, as shown in photos 2 and 3.

Photo 2: Sink Plumbing Fixtures



Source: SIGAR, May 2011

Photo 3: Shower Plumbing Fixtures



Source: SIGAR, May 2011

According to the AFCEE COR, the plumbing fixtures that were installed are acceptable for ANSU because it is a university and not a typical ANA facility. However, these plumbing fixtures will be more difficult to maintain in the long-term due to the heavy use they will receive. The AFCEE COR is aware of the concern that “goose-neck” faucets are not sufficiently sturdy for facilities in Afghanistan.

On February 3, 2011, well after the ANSU requirements were developed in 2006-2007, CSTC-A issued a memorandum on “austere” construction specifications. Among other things, the new standards call for the use of more durable low profile metal valves, rather than “goose-neck” faucets. CSTC-A officials explained that developing construction standards for use by the ANSF has been a learning experience regarding cultural differences, and that the changes to the standards reflect the results of that experience. In our May 2011 site inspection of ANSU, we observed the use of austere standards in flooring, heating, and cooling systems, but not in plumbing fixtures.

AFCEE DEMONSTRATED STRONG CONTRACT OVERSIGHT, BUT CONTRACT ADMINISTRATION NEEDS IMPROVEMENT

Versar, AFCEE’s quality assurance contractor, exercised extensive contract oversight at ANSU; however, AFCEE’s contract administration was weak in some instances. Versar performed a wide array of oversight functions, including design reviews, onsite inspection, and testing of construction material. At the same time, AFCEE did not fully exercise all of its contract administration responsibilities. For example, AFCEE’s task order files contained incomplete and sometimes inconsistent information as to the reasons for modifications and, for the most part, did not include notices to proceed called for by the FAR. In addition, AFCEE did not comply with administrative requirements when awarding AMEC two task order modifications for work outside the original scope of the ANSU task order. Finally, AFCEE paid AMEC almost \$54,000 for demining activities that should have been covered under a USACE contract for demining.

AFCEE and Versar Demonstrated Active Oversight of ANSU Construction

We found extensive contract oversight at ANSU. Versar's daily and weekly activity reports and construction deficiency logs/contractor non-compliance logs contained considerable information on a variety of topics, including quality, status, and key events. For example, our review of the daily reports indicated that Versar prepared documentation relevant to the various construction activities and the reports complied with criteria found in the contract. The reports were detailed and indicated the contractor paid close attention to the construction. We also found that the AFCEE COR closely reviewed Versar's reporting, adding his own observations as comments to the weekly activity report. In addition, during our inspection of ANSU, we observed Versar personnel on site providing inspection, field construction management, and quality assurance oversight of the project. Finally, we observed that Versar personnel assisted AFCEE's COR in enforcing contractual requirements and construction standards and that AFCEE's COR periodically visited the work site.

The Contract File Was Largely Complete, but Documentation Could Be Improved

Our review of the ANSU task order files showed them to be largely complete, with some exceptions. According to FAR Subpart 4.8, contract files shall contain documentation sufficient to constitute a complete history of the transaction.⁹ We reviewed AFCEE's official contract file for the ANSU Phase I award and all modifications, as of April 25, 2011. For the ANSU task order and its modifications, about 150 items should be included in the file. We found that all but five of the required items were in the file.

While the contract files were largely complete, the ANSU contract file contained incomplete and sometimes contradictory information as to the reasons for modifying the contract. As was the case with our review of AFCEE's construction task orders for construction at the Kabul Military Training Center,¹⁰ the ANSU task order modifications did not provide detail as to the reasons for them. We were able to identify the reasons for some, but not all, from a review of other file documentation. In addition, the files sometimes contained contradictory information. For example, file documentation was inconsistent in explaining reasons for cost growth.

- In one instance involving increased security costs, the change request included in the file indicated an increase of about \$440,000, but the award was for \$1.5 million. The file contained no explanation as to why the amounts differed.
- In another instance, AFCEE documentation indicated delays in demining resulted in increased cost, while AMEC documents indicated the primary reason was changes to facility designs. The file contained no discussion of the costs associated with adding and revising facilities.

In addition, we found that AFCEE did not maintain documentation of the notices to proceed.¹¹ The FAR cites the notices to proceed as examples of records normally contained in contract files, if applicable.¹² AFCEE's Contingency Construction Project Manager Handbook¹³ also recognizes the importance of notices to proceed. The handbook states that the project's notice to proceed authorizes the contractor

⁹This documentation serves to provide a basis for informed decisions, to support actions taken, to provide information for reviews and investigations, and to furnish essential facts in the event of litigation or congressional inquiries.

¹⁰SIGAR Audit-12-2, *Better Planning and Oversight Could Have Reduced Construction Delays and Costs at the Kabul Military Training Center*, October 26, 2011.

¹¹The notice to proceed is the government's authorization for the contractor to begin work.

¹²FAR Subpart 4.803.

¹³The handbook was developed by AFCEE from lessons learned throughout its contingency construction experiences and serves as guidance concerning contract file documentation.

to begin initial activities and that any work change cannot be executed until a notice to proceed is issued by the CO.

AFCEE and AMEC officials could not provide documentation of partial or full notices to proceed directing the contractor to begin work on the basic award or any modifications. Although we found a partial notice to proceed for a stone wall project, AFCEE officials told us they do not document notice to proceed because it is included with the award of the task order. An AMEC official agreed that notice to proceed is included in the award of the task order. However, we found that not documenting notices to proceed created some confusion. For example, ANSU project correspondence contains an email from one of the project CORs who was confused about what the contractor was directed to do and when. Without including the notice to proceed in the contract file, the file did not provide a complete history of the transaction, which can lead to confusion and potential waste if the contractor is performing work without specific direction to do so. In discussing this matter with AFCEE, the CO for ANSU agreed that AFCEE should include notices to proceed in the file. In July 2011, AFCEE officials stated that including notices to proceed in the files was initially an informal process, but that they are now including them more systematically.

AFCEE Did Not Follow DOD Policy and FAR Requirements in Awarding Almost \$60,000 in Work That Was Out of Scope

AFCEE modified the ANSU task order to award almost \$60,000 to AMEC to provide security at Task Force Kabul, but did not follow DOD policy and FAR requirements in awarding this out-of-scope work. Task Force Kabul is a separate ANA facility within the ANSU perimeter wall. Work at Task Force Kabul was being conducted by a different contractor, CH2M Hill Constructors, Inc. (CH2M Hill), under a separate AFCEE contract. AFCEE officials told us that as Task Force Kabul was being completed, it became clear that while the contractor was demobilizing, the ANA was not ready to accept transfer of the Task Force Kabul facility. AFCEE reviewed its options for protecting the site, including extending CH2M Hill's contract versus providing security through AMEC's task order for ANSU. Although it recognized that this work was out of the scope of the ANSU task order, AFCEE determined that using AMEC would be in the best interest of the government. As a result, AFCEE modified the ANSU task order, adding a total of \$59,704 for AMEC to provide security at Task Force Kabul.

However, AFCEE did not adhere to both DOD policy and FAR requirements in doing so. DOD's Defense Procurement and Acquisition Policy¹⁴ allows for modifying existing contracts to add work that is outside the scope of the existing contract as long as three general rules are followed. Those rules are (1) the modification must be agreed to by both the government and the contractor; (2) the modification must have a justification and approval; and (3) if the modification value exceeds \$550,000, it must be approved above the CO level. AFCEE did not comply with the first two rules, and the third did not apply.¹⁵ Specifically, AFCEE made the award unilaterally, not bilaterally, and did not prepare the required justification and approval.

Adding security for Task Force Kabul to the ANSU task order was also, in effect, a sole source award, i.e., the work was awarded without competition. According to the FAR, the CO must justify the award in writing, certify the accuracy and completeness of the justification, and obtain relevant approvals.¹⁶ However, as of May 2011, AFCEE has not complied with this FAR requirement. According to AFCEE, the government obtained cost savings by using the task order with AMEC. Furthermore, AFCEE stated that

¹⁴ *Defense Contingency Contracting Handbook*, Chapter 6-Contract Administration.

¹⁵ For the Task Force Kabul modification, the value was less than \$60,000, so it only required contracting officer approval.

¹⁶ See FAR Subpart 6.303-1.

it would not have solicited just the additional security work to all Heavy Engineering, Repair, and Construction contractors. While this information helps explain why AFCEE awarded the work to AMEC, it does not explain why AFCEE failed to follow the policies or requirements related to sole-source awards.

AFCEE Unnecessarily Paid About \$53,500 for Demining at ANSU

AFCEE paid AMEC \$53,519 for demining at ANSU in 2009, even though a USACE contract was in place to provide for demining at the site. Beginning in September 2008, USACE contracted with Ronco Consulting Corporation (Ronco) to clear landmines and unexploded ordnance at ANSU. AFCEE informed AMEC of this contracting arrangement and instructed AMEC in writing that it was not to conduct any demining activities. However, in December 2008, AMEC subcontracted with Ronco to conduct demining at the site and between October and December 2009 AMEC submitted three invoices to AFCEE totaling \$53,519 for Ronco's work. AFCEE accepted these invoices for payment in December 2009.

However, in a review of AMEC's invoices, the AFCEE program manager identified AMEC's divergence from AFCEE's instructions. The program manager then informed AMEC that he had rejected paying one invoice because demining was not covered as a reimbursable expense in the contract between AFCEE and AMEC. According to an internal AFCEE memo, when the issue was brought to another AFCEE official, that official stated the charges should be paid because "the auditors would not catch something this small" and because "we [AFCEE] do what we need to do to get the job done." AMEC resubmitted this invoice, and AFCEE approved it for payment in March 2010.

When we asked AFCEE officials why they ultimately agreed to pay the voucher, they stated that they had determined that the voucher was allowable because of confusion at the time regarding the scope of Ronco's two demining contracts. Specifically, AMEC had initially understood the contract between USACE and Ronco to cover demining only up to a 1-meter depth. AMEC subcontracted with Ronco only to sweep and clear areas from the 1 meter already cleared to a depth of approximately 3 to 4 meters. The AFCEE COR in Afghanistan also understood the two contracts to cover different depths. Therefore, according to AFCEE, "AMEC's limited clearance during the pre-clarification period was an allowable task...and not a duplication of effort."

In its response to our draft report, AFCEE asserted that the USACE contract did not include the demining activities required and was not the exclusive contract for demining. AFCEE also stated that since AMEC used the same demining subcontractor that USACE used, Ronco, the government did not have to pay for additional mobilization costs.

Our review of USACE's contract with Ronco shows that it did not limit demining to a 1-meter depth and, therefore, the two contracts are duplicative. In addition, project file correspondence among AFCEE, USACE, and AMEC shows that AFCEE and USACE ultimately reached agreement that all demining should be done by USACE and that AMEC's work was duplicative of USACE's contract. Therefore, AFCEE did not have to pay the \$53,519 in demining work because it was covered under the USACE contract with Ronco. Although AFCEE could take steps to recoup the \$53,519 from AMEC, this may not be warranted because AFCEE shares responsibility for any confusion during the period of performance under the subcontract.

ISSUES IN PROVIDING SECURITY SERVICES ALMOST SHUT DOWN CONSTRUCTION AT ANSU

Work at ANSU almost shut down in December 2010 when AMEC's security provider, G4S, informed AMEC that it would have to stop providing security services because of its inability to renew the visas of its non-Afghan personnel.¹⁷ The Afghan government was unwilling to issue visas, despite promises to do so and AFCEE's support of the visa request. In a December 10, 2010 email and an update on December 16, 2010, AMEC advised AFCEE that its security subcontractor would be required to withdraw all of its non-Afghan security personnel unless its visas were renewed by December 19, 2010. Due to the decreased security force, AMEC advised AFCEE that it would withdraw its personnel if it could not supplement G4S security personnel with another security subcontractor. Although AMEC was able to negotiate a transition to another security provider, Olive Group, and continue work in Afghanistan, AMEC had begun making plans to close its ANSU operations. Olive Group took over movement security and security for AMEC's life support areas in December 2010, and AMEC restructured its contract with G4S to limit it to perimeter and entry control point security. Effective June 12, 2011, all security services transitioned to Olive Group.

CONCLUSION

Construction at ANSU experienced net cost growth as facilities were added, overall construction costs grew, and other facilities were removed. The project's completion is currently delayed by over 1 year. Contract administration needs improvement. We found that the contract file for ANSU contained incomplete and sometimes contradictory information as to the reasons for task order modifications. In addition, contrary to FAR requirements and AFCEE's Contingency Construction Project Manager Handbook, notices to proceed were often not included in the contract files. AFCEE awarded AMEC two modifications that included a total of almost \$60,000 for providing security that was outside the original scope of the ANSU task order. While permissible, in doing so AFCEE did not follow DOD policy and FAR requirements.

RECOMMENDATIONS

To strengthen contract administration at ANSU and ensure appropriate use of government funds, SIGAR is making two recommendations to the Director, AFCEE:

1. Assure that, in the future, the ANSU task order file is complete, including complete and consistent documentation as to the reasons for task order modifications and that all notices to proceed are included in the contract files and consider expanding the practice to all CSTC-A funded task order files.
2. Assure that out-of-scope modifications are properly justified, approved, and documented.

COMMENTS

AFCEE and CSTC-A provided written comments on a draft of this report. These comments are reproduced in appendices II and III, respectively. AFCEE and CSTC-A also provided technical comments, which we incorporated into the draft, as appropriate.

¹⁷ The ANSU task order requires that AMEC provide for its own site and movement security. AMEC originally contracted with the security provider G4S (formerly Armour Group) in November 2008 to provide for all its security.

In its comments, AFCEE indicated that it has taken actions to implement our first recommendation. Specifically, AFCEE stated that the ANSU task order file has been updated and that the file will be reviewed after each modification to ensure that it is complete and accurate. In response to our second recommendation, AFCEE stated that because CSTC-A signs off on all work change requests the modification action is justified and approved by the organization responsible for the development of the project requirements and funding. In addition, AFCEE noted that the CO makes a determination to ensure that the modification is within the scope of the active task order. AFCEE also stated that all documentation is placed in the file and reviewed during every modification action. However, our review found that, despite the described process, AFCEE did not follow DOD or FAR requirements in awarding almost \$60,000 in out-of-scope work. As the contracting entity, AFCEE's responsibility is to ensure that modifications are properly justified and approved. Therefore, AFCEE still needs to take corrective action to address this recommendation.

APPENDIX I: SCOPE AND METHODOLOGY

This report provides the results of the Office of the Special Inspector General for Afghanistan Reconstruction's (SIGAR) review of construction at the Afghan National Security University (ANSU). ANSU is being built in phases. As of August 2011, the Combined Security Transition Command-Afghanistan (CSTC-A) had funded two task orders through the Air Force Center for Engineering and the Environment (AFCEE) to support construction at ANSU. Phase I is the National Military Academy of Afghanistan, which will serve as the Afghan National Army Officer Candidate School. AFCEE awarded a task order to AMEC Earth and Environmental, Inc. (AMEC) for Phase I on September 11, 2008. Construction of Phase I is nearing completion and is the focus of this report. AFCEE competitively awarded a firm-fixed-price task order to Lakeshore Engineering on February 28, 2011 for Phase II. We did not include this phase in our scope because construction is just beginning. These task orders were funded by CSTC-A and implemented by AFCEE. This report is part of a series of performance audits by the SIGAR examining contract outcomes, costs, and oversight. This report examines (1) construction at ANSU during Phase I, including cost, schedule, and outcomes; (2) contract oversight and administration by AFCEE; and (3) efforts to obtain security services for ANSU construction activity.

To examine contract modifications and whether construction at ANSU met the terms of the task order, SIGAR met with officials from AFCEE (based in San Antonio, Texas); AFCEE-Afghanistan; CSTC-A; the construction contractor (AMEC); and the quality assurance contractor (Versar, Inc.). We reviewed the contract documentation, including statements of work, modifications, email documents, and contracting officer correspondence. We conducted a site inspection in March 2011, and again in May 2011. During our site inspections, we examined the interior and exterior of all completed buildings, as well as the grounds within the perimeter of the construction sites. We also reviewed electronic files and correspondence from AFCEE-Afghanistan and CSTC-A. We did not rely on computer processed data to determine construction status. We obtained documentation available on the prime and quality assurance contractor Web sites (designed and provided in accordance with AFCEE contracts).

To examine project oversight, we met with officials from AFCEE; AFCEE-Afghanistan; Versar, Inc.; and CSTC-A. We reviewed criteria and guidance in the Federal Acquisition Regulation, Versar's quality assurance reports, and AFCEE guidance for construction to determine if the contracting process and oversight of the contracts met AFCEE regulations and contract requirements. Additionally, we reviewed AFCEE guidance to determine the roles and responsibilities of AFCEE and AFCEE-Afghanistan personnel.

To examine the status of providing security, we held discussions with officials from AFCEE-San Antonio, AFCEE-Afghanistan, and AMEC, and reviewed AMEC's subcontracts for security services. We also reviewed email communication in which AMEC advised AFCEE of the difficulties its security provider was facing.

We assessed internal controls over contract administration and oversight procedures through interviews with contracting officials and reviews of relevant contract files. The results of our assessment are included in the body of this report.

We conducted work in at AFCEE headquarters in San Antonio, Texas; AMEC's corporate office in Plymouth Meeting, Pennsylvania; Versar's office in Westminster, Colorado; Kabul, Afghanistan; and Washington, D.C., from December 2010 to October 2011, in accordance with generally accepted government auditing standards. These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. The audit was conducted by the Special Inspector

General for Afghanistan Reconstruction under the authority of Public Law 110-181, as amended; the Inspector General Act of 1978; and the Inspector General Reform Act of 2008.

APPENDIX II: COMMENTS FROM THE AIR FORCE CENTER FOR ENGINEERING AND THE ENVIRONMENT



DEPARTMENT OF THE AIR FORCE
AIR FORCE CENTER FOR ENGINEERING AND THE ENVIRONMENT
LACKLAND AIR FORCE BASE TEXAS

**MEMORANDUM FOR OFFICE OF THE SPECIAL INSPECTOR GENERAL FOR
AFGHANISTAN RECONSTRUCTION (SIGAR)**

FROM: AFCEE/CX

12 OCT 2011

SUBJECT: AFCEE Response to SIGAR Audit 11-20 Contractor Performance and Oversight/ANSU Recommendations

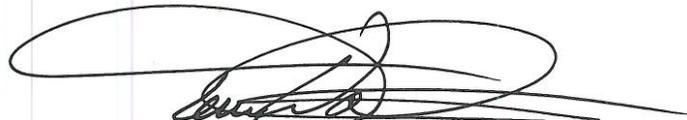
The subject audit provided two recommendations for AFCEE. The responses to these recommendations are below:

Recommendation #1: Assure that, in the future, the ANSU task order file is complete, including that the file contains complete and consistent documentation as to the reasons for task order modifications and that all notices to proceed are included in the contract files and consider expanding the practice to all CSTC-A funded task order files.

-- AFCEE Response for Recommendation #1: Noted. The ANSU task order file has been updated. It is maintained both electronically and in paper form. The COR and contracting specialist work together to ensure the latest information is in the file. The file will be reviewed after each modification to ensure that it is complete and accurate.

Recommendation #2: Assure that out-of-scope modifications are properly justified, approved, and documented.

-- AFCEE Response for Recommendation #2: Noted. All modifications are properly justified through our Work order Change Request (WCR) process. CSTC-A/CJ-ENG signs off on all WCR requests thus the modification action is justified and approved by the organization which developed the project requirements and is responsible for funding. The contracting officer makes a determination to ensure that the modification is within the scope of the active task order. All documentation both electronically and hard copy are placed in their respective files and reviewed during every modification action.



TERRY WATKINS, Colonel, USAF
Chief, Contingency Construction Division

APPENDIX III: COMMENTS FROM THE NATO TRAINING MISSION-AFGHANISTAN/COMBINED SECURITY TRANSITION COMMAND - AFGHANISTAN



REPLY TO
ATTENTION OF

**DRAFT REPORT - SIGAR 11-20.
"Afghan National Security University Has Experienced Cost Growth and Schedule Delays,
and Contract Administration Needs Improvement"**

**NTM-A/CSTC-A
GENERAL COMMENTS ON THE REPORT
HEADQUARTERS**

NATO TRAINING MISSION - AFGHANISTAN
COMBINED SECURITY TRANSITION COMMAND - AFGHANISTAN
KABUL, AFGHANISTAN
APO AE 09356

NTM-A/CSTC-A

28 Sep 2011

MEMORANDUM THRU

United States Forces - Afghanistan (CJIG), APO AE 09356
United States Central Command (CCIG), MacDill AFB, FL 33621

MEMORANDUM FOR

Office of the Special Inspector General for Afghanistan Reconstruction, 400 Army Navy Drive,
Arlington, VA 22202

SUBJECT: NTM-A/CSTC-A Response to the Draft Report "Afghan National Security University Has Experienced Cost Growth and Schedule Delays, and Contract Administration Needs Improvement" (SIGAR Audit 11-20, Contractor Performance and Oversight / ANSU)

1. Reference: Draft Report, dated October 2011, Special Inspector General for Afghanistan Reconstruction (SIGAR), subject as above.
2. The purpose of this memorandum is to provide comments and respond to the SIGAR's draft report.
3. Point of contact for this action is Capt David Jones at DSN 237-0011, email: david.w.jones1@afghan.swa.army.mil.

A handwritten signature in black ink, appearing to read "Mario A. Trevino".

MARIO A. TREVINO, COL, USA
NTM-A / CSTC-A, CJ ENG
Deputy Director

DRAFT REPORT - SIGAR 11-20
**“Afghan National Security University Has Experienced Cost Growth and Schedule Delays,
and Contract Administration Needs Improvement”**

NTM-A/CSTC-A
GENERAL COMMENTS ON THE REPORT

1. Page 2, Section “Background” the Report states:

Through August 2011, AFCEE obligated approximately \$170.3 million from ASFF to construct the first two phases of ANSU. CSTC-A spending plans include an additional \$20 million for Phase III construction of ANSU.

NTM-A/CSTC-A Response:

CSTC-A will pursue Phase III only if funds are obtained from a foreign nation donor, it will not be funded with US ASFF funding.

2. Page 3, Section “Background” the Report states:

CSTC-A has not defined what will be built in Phase III; it has just designated a dollar value for what it describes as ANSU Phase III.

NTM-A/CSTC-A Response:

This is incorrect: CSTC-A has defined what will be built in Phase III. The requirement for Phase III includes one (1) Community Center, three (3) Single Faculty Housing units, and fifteen (15) Family Faculty Housing units to house a total of 339 families.

3. Page 12, Section “Conclusion” the Report states:

Construction at ANSU experienced net cost growth as facilities were added, overall construction costs grew, and other facilities were removed.

NTM-A/CSTC-A Response:

Facilities were added and removed as the vision and requirements for ANSU evolved and were updated. These mission and associated end user requirements were responsible for a significant portion of the cost/time growth.

APPROVED BY:
MARIO A. TREVINO, COL, USA
NTM-A / CSTC-A, CJ ENG
Deputy Director

PREPARED BY:
DAVID W. JONES, CAPT, USAF
NTM-A / CSTC-A, CJ ENG
Engineer, External Integration

(This performance audit was conducted under the audit project code SIGAR-040A).

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The mission of the Special Inspector General for Afghanistan Reconstruction (SIGAR) is to enhance oversight of programs for the reconstruction of Afghanistan by conducting independent and objective audits, inspections, and investigations on the use of taxpayer dollars and related funds. SIGAR works to provide accurate and balanced information, evaluations, analysis, and recommendations to help the U.S. Congress, U.S. agencies, and other decision-makers to make informed oversight, policy, and funding decisions to:

- improve effectiveness of the overall reconstruction strategy and its component programs;
- improve management and accountability over funds administered by U.S. and Afghan agencies and their contractors;
- improve contracting and contract management processes;
- prevent fraud, waste, and abuse; and
- advance U.S. interests in reconstructing Afghanistan.

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