SWORN STATEMENT

I am CPT Copper (b)(3), (b)(6) . In July 2008, I was the TF Contracting Coordinator and the battalion pay agent for 2-503D PIR at Camp Blessing, Afghanistan.

As the battalion contracting coordinator, my role was to work the funding and approval process for TF contracts. I also helped the line companies with administrative contractual issues such as alerting them when to submit the necessary paperwork to prevent gaps in service.

I worked Chosen Company's contract requests for Wanat, but I did not have an active role in the Operation Rock Move CONOP. After the attack, I helped coordinate the movement of trucks and heavy equipment to go to Wanat after the battle.

Before Operation Rock Move, Chosen Company submitted Operational Needs Statements (ONSs), statement of works (SOWs), and PR+Cs for base contracts. I cannot recall all of the contracts but believe they included services such as labor, water, Hesco filling, water delivery, heavy equipment, and construction of a stone wall. A request for heavy equipment was not only for the buildup of the FOB but for day to day activities such as moving containers and bulk material. Regarding the Hesco filling contract at Wanat, the intent was to bring in fill dirt instead of taking arable top soil from the communities to fill Hescos.

Chosen Company also had an ongoing contract for 5 Hi-lux trucks to deliver water to Bella. Upon the request by the company and the contractor's agreement, the Jalabad Joint Contracting Office acknowledged a change in the point of delivery from Bella to Wanat.

As the TF contracting coordinator, I did not personally direct Wanat contractors or direct the delivery of services to Wanat. I reviewed the contract packets and facilitated them thru the approval process. After the contracts were funded by the BDE Resource Manager, MAJ Patriot (b)(3), (b)(6) , I worked with the Joint Contracting Office (JCO) to solict bids. I explained that contentious nature of the Waygul valley and stressed that contractors be aware of the non-permissive environment that they would have to provide services to.

There was a concern that large companies based out of Kabul or Jalabad would be out of touch with the realities of the ground (both ethnic and kinetic). The JCO allowed Chosen Company and I to solicit bids from local contractors who lived and worked in the Waygul or Pesh Valleys. Chosen Company's COR, CPT Papa (b)(3), (b)(6) Papa (b)(3), (b)(6), and I contacted our respective local contractors via e-mail or other communications to solicit bids. We focused on soliciting bids from the local community whereas the JCO focused on soliciting bids from their contractor pool. This process ensured competitive bidding and allowed locals to participate in the process who otherwise would not have been contacted by the JCO.

Once a contract was cut, there were two ways that contractors would have been notified to arrive and start work. They would have reviewed the statement of work (SOW) that stated the required tasks and performance period before bidding and then signing the contract. This signature implied that the contractor would begin work and fulfill the tasks outlined in the SOW on the first day of the performance period. The second means that a contractor would receive guidance is from the Company Contracting Officer Representative (COR). The COR's duty was to monitor contract performance and ensure the contract was being executed properly. In our battalion, company executive officers (XOs) doubled as the CORs.

As the Chosen Company executive officer, Captain Papa (b)(3), (b)(6) was the COR for the Wanat contracts. Although the statement of work may have stated a specific performance period to start in June, CPT Papa (b)(3), (b)(6) could have provided additional guidance regarding the time or manner of completing the project. Any agreed upon minor deviation to the contract start time would not have negatively affected the contractor.

Before Operation Rock Move, I do not remember any instances where any service or construction contract requested was not approved, funded, or let. Additionally, I do not recall any contract performance issues regarding the delivery of supplies or heavy construction equipment to Wanat. I do not recall CPT Papa (b)(3), (b)(6) or anyone from Chosen Company notifying me of trouble

with contractors delivering heavy equipment, ground transportation of supplies, or any other items to Wanat.

After the battle, I remember trying to get trucks and equipment to Wanat. It was very difficult to convince contractors to travel into the Waygul Valley following the battle. I was told by the battalion leadership to include MAJ Red (b)(3), (b)(6) the Brigade XO, to resource Wanat with trucks and heavy equipment as soon as possible. I worked with local contractors to get resources up to Wanat. For example, contractors who provided services to Camp Blessing or outlying bases granted verbal permission to flex the equipment to Wanat. This ad hoc support was not formalized in a contract. I believe we sent equipment assets (two small dump trucks, and two jingle trucks) that we had at Camp Blessing and 8-10 large trucks from a civilian contractor. I remember sending a backhoe and earth mover. I do not recall if those pieces of heavy equipment normally provided service to Camp Blessing or came from another contractor. There may have been additional pieces of heavy equipment that I do not recall. I believe this equipment moved to Wanat the following day or two after the battle.

For planning purposes, I attended meetings with the battalion staff before the Wanat move and briefed MAJ Red (b)(3), (b)(6) and Chosen Company on the status of contracts thru the approval and funding process. I provided MAJ Red (b)(3), (b)(6) and Chosen Company with general updates on the flow of the contract process to include when we submitted requests to brigade, the status from the approval boards, the funding by the BDE resource manager, and the letting of contracts.

I believe Chosen Company submitted their contracts in a timely fashion. They were most likely submitted NLT 90 days before Operation Rock Move. I believe Chosen Company communicated with their Wanat contractors and provided them guidance. I do not know when they directed their contractors to begin work or know how far in advance they notified them. I do not recall CPT Papa (b)(3), (b)(6) requesting help from me regarding delays for any contracted service that would have impacted operations such as heavy equipment.

AFFIDAVIT

I, CPT Copper (b)(3), (b)(6), HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1 AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

Copper (b)(3), (b)(6)

Subscribed and sworn to before me, a person authorized by law to administer oaths, this 11 day of November 2009 at FOB WARHORSE, IRAQ

WITNESSES:

(b)(3), (b)(6)

Aries (b)(3), (b)(6)

ORGANIZATION OR ADDRESS

HHC, 3-2 SBCT
FOB WARHORSE, IRAQ

ORGANIZATION OR ADDRESS

Aries (b)(3), (b)(6)

(Signature of Person Administering Oath)

Aries (b)(3), (b)(6)

(Typed Name of Person Administering Oath)

10 USC 1044, JUDGE ADVOCATE

(Authority To Administer Oaths)

PORT LEWIS, WASHINGTON
JUDGE ADVOCATE GENERAL CORPS
U.S. ARMY
PURSUANT TO TITLE 10 SECTION 1044A USC

INITIALS OF PERSON MAKING STATEMENT Copper (b)(3), (b)(6)