



**C2BMC Spiral Capability Development Contract**

**Attachment 8**

**Special Studies/Special Emphasis Projects/Technical Reports  
Task Instruction Procedures**

**November 30, 2016**

**Revision 5**

**Modification P00059**

A. The procedures herein and the form titled Task Instruction (TI) shall apply to Special Studies/Special Emphasis Projects/Technical Reports (SS/SEP/TRs). Task Instructions will be issued under CLIN 1000 for CPFF efforts or under CLIN 3000 for FFP efforts as a modification to the relevant Task Order. All TIs will define the specific requirements of the task, a period of performance, deliverables, and Not-To-Exceed limits on Materials and Travel.

CPFF TIs shall include allowable hours by Min DPLH, Target DPLH and Max DPLH. The allowable hours will be Level-of-Effort (LOE).

FFP TIs shall include an overall labor price.

The contractor shall incur costs under the applicable CLIN only in the performance of a TI for SS/SEP/TRs issued by the Contracting Officer (PCO) or by a PCO approved modification of an existing TI. The contractor is not authorized to exceed the TI's negotiated costs. No other costs are authorized without the express written consent of the PCO. Only the designated MDA PCO is authorized to issue a TI for SS/SEP/TRs under the task orders. All TIs are subject to the terms and conditions of this contract. In the event of a conflict between a TI and this contract, the contract shall prevail.

B. Section B of the task order will set forth the estimated cost and fee, or price, once issued under a TI for SS/SEP/TRs. The estimated labor cost or price will be comprised of the Hourly Wrap Rate delineated below times the estimated Direct Productive Labor Hours (DPLHs) for that Rate in each labor category plus any Travel and/or Material costs. An Hourly Wrap Rate is defined as a burdened (includes wages, overhead, G&A, other factors) hourly rate excluding fee which is used for bidding purposes under a TI. The Fixed Fee shall be in accordance with the CLIN on that task order under which the TI is issued as identified below:

<b>Task Order</b>	<b>Rate of Fee</b>	<b>Description</b>
Task Order 0001/CLIN 0001	(b)(4)	Development
Task Order 0001/CLIN 0101		Material
Task Order 0001/CLIN 0201		Deployment
Task Order 0001/CLIN 0401		Sustaining Engineering
Task Order 0001/CLIN 0402		S6.4 SMR
Task Order 0001/CLIN 0501		NC2 (Labor)
Task Order 0004/CLIN 0005		Training
Task Order 0004/CLIN 0101		Material
Task Order 0013/CLIN 0101		Material
Task Order 0013/CLIN 0201		ILS
Task Order 0013/CLIN 0202		Deployment
Task Order 0013/CLIN 0401		COCOM Integration
Task Order 0013/CLIN 0701		O&M of C2BMC
Task Order 0013/CLIN 0702		O&M KCS SITE COMMS
Task Order 0014/CLIN 0101		Material

Task Order 0014/CLIN 0201	(b)(4)	S8.2-3 Operational Software
Task Order 0014/CLIN 0202		Planner Software
Task Order 0014/CLIN 0203		BMDS C2BMC Model
Task Order 0014/CLIN 0204		Deployment
Task Order 0014/CLIN 0205		Cybersecurity
Task Order 0014/CLIN 0401		Integrated Logistics Support
Task Order 0015/CLIN 0101		Material
Task Order 0015/CLIN 0401		Test & Integration Labor
Task Order 0016/CLIN 0101		Material
Task Order 0016/CLIN 0201		Training Support System
Task Order 0016/CLIN 0202		Distributed Training System
Task Order 0017/CLIN 0101		Material
Task Order 0017/CLIN 0201		S8.2-5 Development
Task Order 0017/CLIN 0202		Planner Software
Task Order 0017/CLIN 0401		X-Lab
Task Order 0017/CLIN 0402		Cybersecurity

\*Note: Fee rates noted above are applied to fee bearing cost elements

DPLHs are estimated labor hours (exclusive of vacation, holiday, sick leave and other absences) required to perform the task issued pursuant to this provision. The negotiated Hourly Wrap Rate identified below includes the direct labor required to perform the task. Travel, Other Direct Costs and Materials shall not be included in the wrap rate and shall be proposed separately. For CLIN 1000 or CLIN 3000, the estimated number of DPLHs multiplied by the Hourly Wrap Rate and the fixed fee rate per hour is used to estimate the labor cost and fixed fee, or price, of a proposed TI, unless otherwise agreed to by the Parties and as reflected in the approved TI.

The Hours are priced by Calendar Year as follows:

(b)(4)
--------

C. If Material (i.e. Hardware and Software) is required for performance of a TI for SS/SEP/TRs, the Contractor shall provide a Bill of Material, documenting that the price proposed is fair and reasonable based on the requirements of FAR Part 15 and receive written PCO authorization prior to purchase of said Material. Material shall be purchased on a CLIN separate from the Labor CLIN. The Contractor shall submit a request for Government-Furnished items (GFx), if not currently covered under the contract for which access is required for performance.

D. If Travel and/or ODCs are required for performance of a TI for SS/SEP/TRs task, the Contractor shall propose a Not-to-Exceed cost for Travel and ODCs and include supporting rationale. Proposed Travel and ODCs are Cost Reimbursable only and will apply to CLIN 0008 or CLIN 0800. Proposed travel and ODC's for tasks utilizing outside agency OMA funding will only apply to CLIN 0800.

E. The Contractor shall use its best efforts to accomplish the SS/SEP/TRs task within the estimated cost set forth in the TI. The Contractor shall not exceed the cost ceiling specified without a modification to the TI issued by the PCO. The Contractor shall invoice the actual cost and fee incurred for the CLIN(s) in accordance with Section G of the contract. Expenditures in excess of the funds authorized without prior written PCO approval will be deemed unallowable.

F. The TI for a SS/SEP/TRs task shall be issued by the PCO in writing and in accordance with the procedures contained herein and shall include, but not be limited to, the following information:

- (1) Effective date of SS/SEP/TRs TI;
- (2) Contract, Task Order and TI number;
- (3) Description of the task to be performed;
- (4) Description of the exit criteria, Government acceptance and deliverable(s), if applicable;
- (5) Identification of applicable CDRL items and, as applicable, the outline of the content of the final report;
- (6) Identification of Government-Furnished items, if not currently covered under the contract, for which access is required;
- (7) Identification of Material, if applicable;
- (8) Identification of Travel/ODCs, if applicable;
- (9) Period of performance (PoP) for the task including due date(s) for any deliverables;
- (10) Minimum, Target and Maximum number of Hours (if applicable);
- (11) Total estimated cost plus fixed fee, or price, for labor;
- (12) Total value of the TI (inclusive of Material, Travel and ODCs).

G. The Contractor shall only incur cost under the applicable CLIN in performance of the TIs and revisions as issued by the PCO. No other costs are authorized under the CLIN without the express written consent of the PCO. For CPEF TIs, the SS/SEP/TRs task will be issued by the PCO on a LOE type basis based on the hours, as estimated by the Government. A LOE type task shall be considered fully accomplished when such work has been fully completed to the satisfaction of the Government, or all hours are expended and the Government elects not to add additional hours.

H. For CPFF TIs, payment of fixed fee for TIs will be invoiced by actual costs incurred associated to Labor Hours performed times the fee rate of the task order under which the TI is issued. Total Fixed Fee is earned when hours expended fall within the minimum, maximum range of hours established on the Task Instruction. Payment for all other costs shall be in accordance with the terms of the contract.

I. Nothing in this special contract requirement shall be construed to constitute authorization for work not in accordance with FAR clause 52.232-22, Limitation of Funds.

J. The attached form, shown on pages 6 through 8, will be used for all TIs.

K. Procedures for SS/SEP/TRs task: When the Government has a task requirement, the PCO will issue a Draft TI on the attached form to the Contractor. The Draft TI will include, but not be limited to, the description of the task to be performed, the period of performance, and a description of the deliverables. Issuance of a Draft TI does not authorize the performance of the task. Signature of the PCO is required for execution. The Contractor shall review and provide comments, if any, within 2 business days after receipt of the Draft TI for SS/SEP/TRs or within such time as otherwise agreed to by the Contractor and PCO (review period). At the expiration of the review period, the Contractor shall return a signed copy of the TI whereby the PCO will provide either an executed TI via a bilateral modification to the task order increasing the hours and dollar value of the CLIN and adding the TI as an attachment to the Task Order authorizing the TI or advise the Contractor of any changes made to the TI or proposed pricing. Each executed TI shall be added to the task order under Section J.

L. Procedures for completion of SS/SEP/TRs task: Upon the completion of a TI, the Contractor shall invoice all costs to the subCLIN as soon as practicable. Within 15 days after the final invoice, the Contractor will provide the Government a comparison of the hours and dollars invoiced to the CLIN value associated to the TI. The Government may deobligate unexpended hours and dollars from the CLIN, at its discretion. The Contractor will not present invoices to a closed subCLIN unless mutually agreed to by both parties. The Government will fund all allowable charges by subCLIN until the CLIN is closed and final invoice is paid.

**MISSILE DEFENSE AGENCY - TASK INSTRUCTION – [Add TI #]**

**1. Contractor Name And Address**

Lockheed Martin Corporation  
700 N Frederick Avenue, Location A  
Gaithersburg, MD 20879-3328

**2. Contract No.:** HQ0147-12-D-0003-XXXX  
**Modification No.:**

**3. SOW Paragraph:** [Identify SOW paragraph # that this effort relates to, not the Surge SOW paragraph]

**4. Government Requiring Office**

Name (printed): \_\_\_\_\_  
Office Symbol \_\_\_\_\_ Telephone \_\_\_\_\_ Office Symbol \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

**5. Contracting Officer's Representative**

Name (printed): \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**6. Description Of Task – Government ONLY**

**7. Contractor Technical and Mgt. Approach – Contractor ONLY**

