

# ATSP4 RFP Questions and Answers

## Round 2

Last edited 17 March 2015

Questions have been modified only to provide anonymity

This Q&A document provides responses to questions submitted to DMEA in response to both the Full and Open RFP (HQ0727-15-R-0001) and the Small Business Set-Aside RFP (HQ0727-15-R-0002), which was released 17 February 2015. Please note: Other than the official solicitations (HQ0727-15-R-0001 and HQ0727-15-R-0002), posted information is for informational use only, is non-binding, and is subject to change.

**Round 1:** Includes responses to questions submitted to DMEA in response to the Virtual Pre-Proposal Conference question submission deadline of 27 February 2015. All questions received after 27 February 2015 are not included in this round of Q&A and will be responded to in a subsequent round of Q&A.

**Round 2:** Includes responses to questions submitted to DMEA between 27 February 2015 and 12 March 2015. In addition, questions have been reordered by solicitation section / topic and a table of contents has been added. New content and questions are in **red**.

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### General Questions

1) Is the small business prime required to perform 50% of the effort?

A: It depends on what you mean by effort. In accordance with 52.219-14(c)(1), for services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

- 2) Are companies that propose as a prime contractor on the full and open competition prohibited from being a subcontractor on the small business set aside competition?

A: Absolutely not. In fact, no prime contractors are prohibited from being a subcontractor to any other task.

## Section H Questions

- 3) On page 50, under the clause 52.219-9000 Small Business Utilization, what is meant by “The contractor shall report actual achievement of small business utilization dollars both as a result of each task order and aggregated throughout contract performance in accordance with the specified CDRLs.” Does this refer to the CDRLs in the ATSP4 PWS found on pages 74-76? Or does it mean a CDRL be added to the CET if reporting against a task order is required?

**(The clause 52.219-9000 is not applicable to Small Businesses)**

A: Yes, this refers to the ATSP4 PWS CDRLs. At this point, we do not anticipate requiring a CDRL be added to the CET, but intend for this information to be conveyed at monthly Program Management Reviews (PMRs) via ATSP4 PWS CDRL A001.

- 4) Page 50, 52.219-9000 Small Business Utilization  
Please provide the location in the solicitation for 52.246-9001 referenced here.

**(The clause 52.219-9000 is not applicable to Small Businesses)**

A: The clause 52.246-9001 is not included; therefore, it does not apply. This reference will be removed on a future solicitation amendment or on the basic contract.

- 5) Page 44, 52.216-9000 Ordering Procedures, paragraph (j)  
Please confirm that the “then-applicable threshold figure established in 10 U.S.C. 2306a” concerning submission of cost or pricing data is the same threshold provided in FAR 15.403-4(a), Requiring Certified Cost or Pricing Data, currently \$700,000. Please clarify why DMEA cites the U.S.C. in this instance, instead of using “then-applicable threshold figure established in FAR 15.403-4(a)”.

A: Yes, the threshold is currently \$700,000, but is subject to change in the future. There is no specific reason why we use the 10 U.S.C 2306a reference in this instance rather than the FAR 15.403-4(a) reference. However, the FAR reference and the U.S.C reference are meant to point to the same thing, and the differing references are inadvertent.

- 6) 52.216-9003 ESTABLISHING AN INCENTIVE PRICING ARRANGEMENT (FEB 2015)  
DMEA: Could DMEA please clarify how the over & under target share ratio are used to calculate incentive fee? Determining the ratios is simple enough, but it’s not apparent how that calculation is then applied in determining the fee target or range.

A: The clause 52.216-9003 provides the overall method and the limits for pessimistic cost and fee/profit and optimistic cost and fee/profit. Unless the task RFP specifically identifies an optimistic and pessimistic percentage, the contractor shall propose a target

cost and target profit/fee. The contractor will also, as part of their proposal in response to a CPIF/FPI RFP letter, proposed cost deviations amounts for optimistic (favorable) and pessimistic (unfavorable) cost estimates as well as optimistic and pessimistic profit/fee as part of their competitive proposals. The Government will then, along with the evaluation of the proposal, evaluate the cost reasonableness, cost realism, and completeness of the proposed pricing. The target cost, target profit/fee rate, optimistic and pessimistic cost, and optimistic and pessimistic fee/profit rate will be established prior to task order award.

- 7) 52.209-9000 ORGANIZATION CONFLICTS OF INTEREST (FEB 2015) DMEA: The natural extension of much of the development work performed under ATSP is, where possible, to mature the capability into a production asset. The clause as drafted is ambiguous and overly broad in the restrictions placed on the Contractor as it relates to the Contractor's exclusion from future Government contracts. Can the Government provide more information as it relates to the intent and application of this clause within the terms of this IDIQ, and provide more information on the differences it sees in instances where a contractor may participate in competitions, versus circumstances under which Contractor will be excluded from competitions? Given an award on the basic contract, many business sectors may make a strategic decision not to bid tasks based on how the clause is currently being interpreted.

A: DMEA takes very seriously its integrity in the acquisition process. DMEA intends that no contractor has an undue advantage over other contractors in the pool. ATSP is an engineering development vehicle and as such, FAR 9.505-2 applies.

In accordance with FAR 9.505-2, "In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the Government. In many instances the Government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence no prohibition should be imposed."

Clauses 52.209-9000 and 52.209-9001 was inadvertently worded and is in the process of being amended in accordance with the spirit of FAR 9.505-2.

- 8) How will DMEA determine the contract type for individual Delivery Orders?

A: The Government will make a unilateral determination for the pricing arrangement before issuance of the task order RFP.

## **Section I Questions**

- 9) Why does the RFP include the following FAR clauses when they are not prescribed for use by DoD?

52.227-14 Rights in Data--General MAY 2014

52.227-14 Alt II Rights in Data--General (May 2014) - Alternate II DEC 2007

52.227-14 Alt III Rights in Data--General (May 2014) - Alternate III DEC 2007

52.227-14 Alt V Rights in Data--General (MAY 2014) - Alternate V DEC 2007  
52.227-16 Additional Data Requirements JUN 1987  
52.227-19 Commercial Computer Software License DEC 2007  
52.227-21 Technical Data Declaration, Revision, and Withholding of  
Payment--Major Systems MAY 2014

A: Included within Section I are clauses/provisions that *may* apply to a task order. In this case, with a Government end user that is not in the DoD (i.e. CIA or DHS), these FAR clauses would be applicable.

10) Which authorization and consent clause will apply – FAR 52.227-1 or 52.227-1 ALT I?

A: Since no work is being acquired under the basic contract, the clauses above only apply to task orders. IAW FAR 27.201-2, when the task involves Experimental, Developmental, and Research (ED&R) work, the task RFP letter will specify that ED&R fee is allowed, IAW 10 U.S.C. 2306. In such cases, the clause with its ALT I will apply. Otherwise, the clause will apply without its alternate.

11) Why are the following clauses included when the contractor will most likely not know if it is infringing a third party's patent?

52.227-3 Patent Indemnity APR 1984

52.227-3 Alt I Patent Indemnity (Apr 1984) - Alternate I APR 1984

52.227-3 Alt II Patent Indemnity (Apr 1984) - Alternate II APR 1984

A: The prescription for these clauses states that these clauses and its associated alternates shall be included in the contract. The clauses require contractors to be wary of potential patent infringements that they are integrating into the delivered items.

12) Why is DFARS 252.227-7000, Non-estoppel, included when the RFP does not involve the settlement of a patent dispute?

A: Included within Section I are clauses/provisions that may apply to a task order. With this clause, this may apply to patent releases, license agreements, and/or assignments associated with a task order.

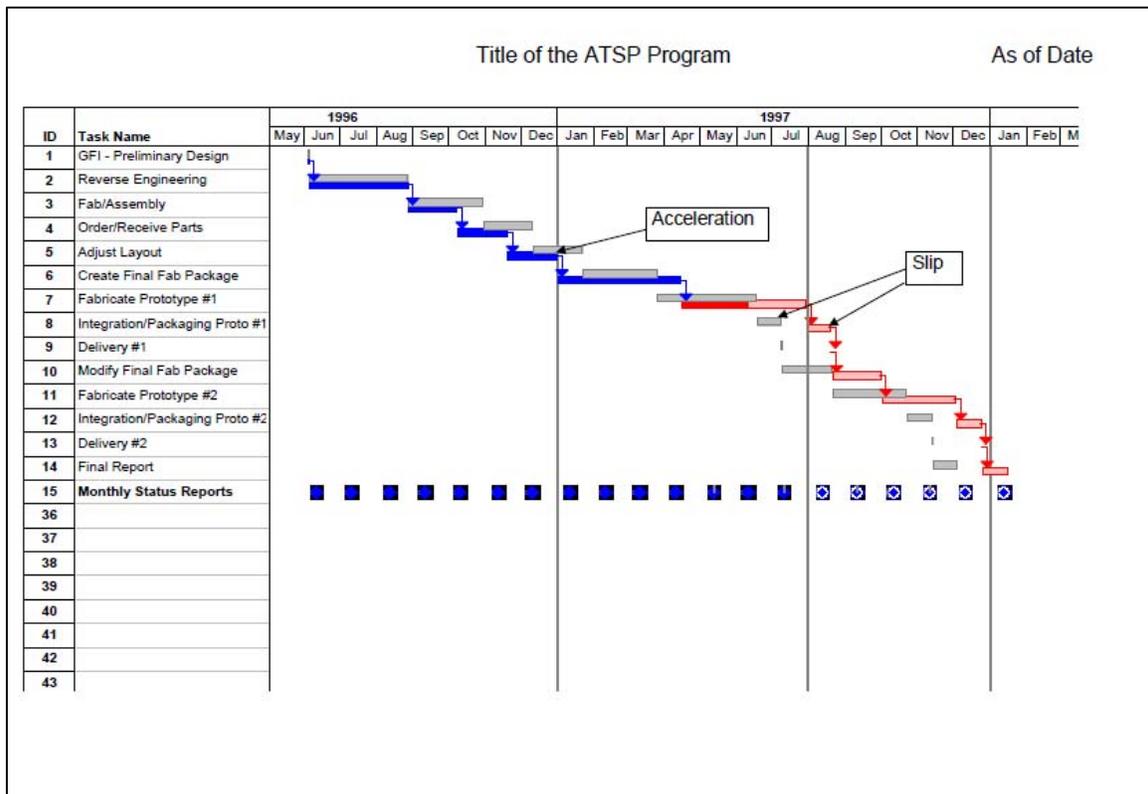
## **Section J / PWS Questions**

13) Reference Section J, PWS: Does the proposer need to include any direct written response to the PWS in section J?

A: No, not necessarily. If the offeror has any issues or exceptions to take with the PWS, the offeror may submit these with their proposal in volume 6, Contract Documentation. Please see IFPP 8.0.

14) On page 74, CDRL A001, block 16, please define what is meant by “For large businesses, monthly reporting of small business subcontracting dollars is required.” Does this mean we





16) Based on page 72, Paragraph, 3.2.1 PMRs, and Page 74, CDRL A001, will all PMRs be full PMRs?

A: Typically, a “full-up” PMR is every other month briefing every task. The alternate months will brief only the those tasks that are yellow or red in Cost, Schedule, Technical, and/or Customer Satisfaction (considered a red/yellow PMR). The status colors are not necessarily an indication of poor contractor performance, but more a forward looking indicator of the “health” of the task. For example, a yellow in cost could mean that an increment of funding is needed soon and action by the Government is needed. PMRs are a “Quality Surveillance” activity and frequency of surveillance may vary due to the success, or lack of success, of a contractor in maintaining good quality. In any case, the CDRL requires monthly data delivery.

17) Based on page 75, CDRL A002, does the submittal of a Subcontract Summary Report (SRR) via the electronic Subcontracting Reporting System (eSRS) fully comply with the CDRL A002 requirements? Or doe DMEA expect the A002 reporting only to be against ATSP4 TOs?

**(The reporting of small business subcontracting data is not applicable to Small Businesses)**

A: No, submissions into eSRS do not satisfy this CDRL requirement. DMEA expects this information to be delivered via CDRL A002 using the DMEA Contractor Delivery Portal.

- 18) Based on page 75, CDRL A003, does submittal of our annual Comprehensive Subcontracting Plan/Data fully comply with the CDRL A003 requirements? Or does DMEA expect the A003 reporting only to be against ATSP4 TOs?

**(The reporting of small business subcontracting goals is not applicable to Small Businesses)**

A: The annual submittal of the Comprehensive Subcontracting Plan does comply with CDRL A003 requirements for subcontracting goals as long as it is delivered to DMEA in accordance with the distribution list identified in Section 4.1 of the ATSP4 PWS. However, this does not meet the requirement for small business participation goals.

**Section K Questions**

- 19) If the offeror is registered in SAM, does section “K” (to include the Proposal Adequacy Checklist and Rights in Data identification requirements) apply only to Task Orders released against the IDIQ?

A: Being registered in SAM does not cover all the Section K clauses/provisions included in the ATSP4 RFP. In order to be responsive to this requirement, all of the Section K clauses/provisions must be completed and provided as a part of Volume 6, Contract Documentation. Since Section K of the RFP falls off at contract award, this section applies only to the basic contract and not to the task orders issued against the contract.

**Section L/M: General Questions:**

- 20) The IFPP, paragraph 1.2(a)(2), defines the only “contract team arrangement” considered a “prime offeror” is a partnership or joint venture. For Small Businesses, will the government also add to the definition of “prime offeror” FAR 9.601(2) which is the classic prime/subcontractor teaming arrangement, provided evidence of such teaming arrangement exists through a fully executed teaming agreement submitted with the offeror’s proposal.

A: No, DMEA does not anticipate making a change to the definition of “prime offeror”, however the evaluation criteria in section M provide allowances for other than “in-house” experience to be proposed on certain subfactors for certain types of work. Per BFA/EFFA 6.3.b, if teaming/subcontracting is proposed, the prime offeror shall provide adequate evidence of the agreement, if one exists, for the DMEA to determine the exact nature of the relationship (i.e. the offeror must show how the proposed subcontractor is responsible for the completion of the tasks). It is acceptable to propose a subcontracting teaming agreement. However, this agreement is not considered to be an “in-house resource” for subfactors 2.1, 2.4, and 2.5 but is allowed for subfactor 2.2 in regard to fabrication and production and is allowed for subfactor 2.3 in regard to production.

21) Based on the verbal clarification we received during the Small Business webinar conducted on Thursday, March 5, 2015, we understand that for those teammates where we have a fully executed Teaming Agreement that specifies performance requirements, it is acceptable for us to use the resources and experience of these teammates in all Factor 1 and Factor 2 Sub-factors of our SB proposal response. Please confirm this is correct.

A: Not entirely. It depends on which subfactor and development phase you are intending. It is acceptable to propose a teaming agreement so long as the agreement is consistent with the definition of such in FAR 9.6. However, unless the teaming arrangement is one such that each member is equal (similar or equal to a joint venture, signified by the establishment of a new CAGE code), the resources of the non-prime team member within the agreement are not considered to be “in-house resources” for subfactors 2.1, 2.4, and 2.5 but are allowed for subfactor 2.2 in regard to fabrication and production and are allowed for subfactor 2.3 in regard to production.

22) In IFPP 1.2(b)(7), the significant delivered production definition includes the term “weapon system.” What does DMEA consider a weapon system?

A: DMEA considers a weapon system the same as defined in the Department of Defense Dictionary of Military and Associated Terms, Joint Publication 1-02 (JP 1-02) which is, “a combination of one or more weapons with all related equipment, materials, services, personnel, and means of delivery and deployment (if applicable) required for self-sufficiency.” In addition, the words, “or mission,” from the definition of significant delivered production are meant to indicate that valid experiences need not necessarily come from weapon systems.

### **Section L/M: Technical Factors (Volume 1) Questions:**

23) On page 121 [Full and Open RFP], the row for “Delivered Production” in the subfactor 2.4 table contains values. Is this correct? Note: the same row in subfactors 2.2 and 2.3 contains no values.

A: The sample data is strictly intended for illustration purposes only and are not meant to be representative of any rating. If one of the experience matrix tables contains no data, it is purely a Government oversight. The Government did not intend for these rows to be interpreted any differently than any of the others.

24) The Instructions For Proposal Preparation (IFPP) paragraph 3.2(d) states “This matrix, or a reasonable facsimile...” and “Submit a separate matrix for each evaluation factor, in the format described below.” Is the exact format mandatory?

A: The exact elements of the experience matrix are mandatory to be included, but the exact format may deviate. We expect the sizes of the cells to vary considerably depending on the response but we would not expect new columns, new rows, or for any titles to be changed. Electronically, this could be done in many ways, such as Microsoft Word, Excel, etc.

25) In Section 3.2.1 Subfactor 2.1: Analysis/Studies Experience, the [IFPP] states that “(a) The proposal shall summarize past efforts that document a minimum of five (5) valid prime contractor experiences”. Does (5) valid prime contractor experiences mean 5 separate contracts? Can each experience represent a separate Task Order on one contract?

A: The 5 valid experience requirement does not necessarily mean 5 separate contracts as we understand one contract can cover many different technologies. With regards to the latter question, separate task orders under one contract may be considered as individual experiences.

26) Does the small business prime need to propose against all of the PWS elements or can they propose only those PWS elements that they are qualified to perform?

A: The PWS is really the scope document of the ATSP4 program. All offerors, small and large, must propose to all proposal instructions in the IFPP, including all of the technology areas and development phases. All subfactors will be rated for each offeror.

27) Members of our company have worked on several development efforts and other programs, but some of this experience was with other companies. Given the current trend of engineers migrating between companies, are relevant experiences on government contracts (military, NOAA, etc.) acceptable even if the contract information is not known or available?

A: Experience requested by the solicitation is experience held within the company. DMEA values experiences that demonstrate the use of proposed company resources flowing through the development phases and resulting in significant delivered production. BFA/EFFA paragraph 6.2.1(c) (as well as the equivalent paragraphs in 6.2.2, 6.2.3, 6.2.4, and 6.2.5) explains that in order to be considered valid, all of the experiences must be obtained from in-house prime offeror resources identified in factor 1. Experience is much more than the personnel experience, it is all the resources used together, personnel, processes, facilities, equipment etc. to produce the product that is important to the DoD/warfighter. Therefore, work performed by an in-house engineer while employed by another company would not be valid. Contract information requested by the IFPP, in this instance specifically in paragraph 3.2(c) of the solicitation, is a requirement of the proposal.

28) Will the Government modify the evaluation criteria to allow for Small Businesses having weapons systems specific expertise, which enables technology insertion, to participate despite not having all required categories of past performance?

A: No. The engineering development efforts to be performed by ATSP4 contractors requires a spectrum of capability. Per BFA/EFFA, paragraph 6.2(a), DMEA is interested in offerors that have experiences that successfully flow through the development phases, resulting in delivered production significant for the application. Therefore, specific expertise in one technology area or development phase, when not complemented by expertise in the other areas or phases, may result in a lower evaluation rating and weaknesses and/or deficiencies in the proposal.

29) Would a proposal be considered non-compliant and therefore automatically be disqualified if the proposer does not meet the requirements for each and every technical capability subfactor with in-house resources and experiences? In particular, Subfactor 2.2: Integrated Circuit Development Experience is one that [our company] itself does not have sufficient experiences to denote, however a teammate of ours may.

A: You would not necessarily be specifically disqualified from the competition if you don't meet the minimum requirements. You may, however, receive a lower evaluation rating. The technical/risk is not a pass/fail evaluation for the technical subfactors, rather we are using color ratings. With regards to your last statement about a teammate's experience, we provided an answer to a similar question in the ATSP4 Q&A. Please refer to the response to question 20. Please refer to the Basis for Award/Evaluation Factors for Award (BFA/EFFA) paragraph 5.0(b) which details the five color ratings that we'll be using in our combined technical/risk rating evaluation. This may shed some clarity as to how DMEA will be handling proposals that include areas that don't meet the minimum requirements.

### **Section L/M: Management (Volume 2) Questions:**

30) Page 124, Section 4.1.1, Subfactor 3.1 Program Organization:

Paragraph (e) – Please clarify the purpose for requiring the proposer to describe its distribution of sales and profit. Also, please confirm that this description is limited to relationships between the prime contractor and partners, teammates, subcontractors or vendors, and does not extend to inter-organizational relationships within the prime.

A: Technical factor 1 requires the offeror to discuss the resources being proposed and identify the sources (currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.) of these resources. DMEA needs the ability to verify that the resources being proposed will be accessible to the proposing organization. We have had experience in the past with companies that do not share profit/sales figures across the business sectors which has led to poor corporate collaboration and availability across sectors/divisions.

Conversely, DMEA cares about the inter-organizational relationships within the prime. We do not need to know the distribution of sales and profit between the prime organization and any other non-partnering organization. For example, we want to see the distribution of sales/profit between Company A division 1 and Company A division 2 (sister divisions or sectors within the prime's organization), but do not need to see the distribution of sales/profit between Company A and Company B. This way, if Company A Division 1 is proposing the resources of their division and a sister division (Division 2), DMEA can have greater confidence that those resources from other divisions would be willing to perform on a task order of its sister division.

31) Page 124, Section 4.1.1, Subfactor 3.1 Program Organization:

Paragraph (f) - Please clarify the purpose for requiring a description of the proposer's program organization business development process. Also, please confirm that such description should be limited to specific business development processes related to ATSP4 requirements.

A: It is our intent that ATSP4 contractors would suggest ATSP4 as a vehicle to Government program offices as a solution to their advanced technology development needs, marketing the efficiencies of acquisition available within ATSP4. In addition, contractors that require inefficient source selection approaches to ATSP4 tasks will not achieve the efficient acquisition objectives of ATSP4. As such, it is important to DMEA to understand the methods the contractor will employ in their interaction with potential Government program office. It is not our intention or our desire that contractors be involved in the development of government requirements.

Yes, the description should be limited to specific business development processes related to ATSP4.

32) Page 125 Section 4.1.2 Subfactor 3.2, (a) Task Implementation Approach

Please clarify the purpose for requiring a description of the proposer's proposal, negotiation and commitment process and responsible persons. Also, please confirm that this should be limited to the proposed process approach for ATSP4.

A: Efficiencies of acquisition is a main objective of ATSP4. It is important DMEA understands that the contractor has an established process for ensuring attention to and effectual ATSP4 contract and task execution, and that sufficient and appropriate personnel with actionable authority are ready and available to propose on and agree to terms on task order requirements. A clear management chain, both contractual and technical, ensures effective reaction to new ATSP4 requirements.

Yes, the description should be limited to the proposal processes related to ATSP4.

**Section L/M: Past Performance (Volume 3) Questions:**

33) I've been going through the instructions I see that a "past performance questionnaire" is required for Volume 3 (Factor 4). I could not find this questionnaire, and was wondering if you could point me to that file.

A: The past performance questionnaires for the Full and Open RFP and the Small Business Set-Aside RFP begin on pages 137 and 134, respectively.

34) I see that a "past performance questionnaire" is required for Volume 3 (Factor 4), but the questionnaire in that section is called "ATSP4 Performance Risk Assessment Questionnaire" not "Past Performance Questionnaire." Can you verify that is what was meant, or if there is another questionnaire somewhere?

A: You're absolutely correct. The questionnaire you refer to below is the past performance questionnaire. If we provide another amendment, we will be sure to correct the name.

## **Section L/M: Cost / Price & SET (Volumes 4 & 5) Questions:**

35) Cost / Price Volume question:

We plan on using one CAS segment for the majority of potential ATSP4 requirements. However, as a large corporation, we have many CAS segments. With regard to submission of FPRAs / FPRRs, would the government consider the submission of one FPRA for the segment that would be performing the majority of the work and a statement that the other segments have FPRAs and / or FPRRs as compliant?

**(Cost Accounting Standards (CAS) are not applicable to Small Businesses)**

A: The proposal shall provide a copy of the most recent Cost Accounting Standard (CAS) Disclosure and DCMA's written determination of adequacy of CAS Disclosure statements that apply to the CAS segments used in developing the SET cost proposal. However, there is no page limitation on this volume, thus offerors are free, but not required, to provide any additional CAS information they desire. See Section M, BFA/EFFA 8.1(c)(1).

36) In reference Section 6.1.c (pg. 139) Rates and Business Systems, the RFP states, "along with your cost proposal for the SET, detail the following rates and business systems that apply and were used to develop the SET proposal." Does this mean that offerors only need to provide this data for the SET? Or is the intent for the offerors to provide a single representative SET example from our primary participating CAS Segments and address all of the following points for each of our participating CAS Segments?

**(Cost Accounting Standards (CAS) are not applicable to Small Businesses)**

A: Contractors are expected to provide all the required information for the CAS segment(s) that are used to propose against the SET. Therefore, the status of any business systems, rates, DCMA/DCAA points of contact are required for only those CAS segments.

37) Are wrap rates required/preferred under ATSP4?

A: No, we do not want wrap rates. Offerors should provide the full cost build-up including the direct labor rates and indirect rates broken out.

38) Should the cost volume only contain the Contractor rates used to bid the SET?

A: Section L, 6.0 details all the requirements necessary for completing the cost volume. Only those rates that apply to the offerors proposed approach to the SET are necessary. For example, if you are not proposing to use labor category Engineer Grade 07, then you do not need to provide rates for that labor category. However, there is no page limitation on this volume, thus offerors are free, but not required, to provide any additional rate information they desire. See Section M, BFA/EFFA 8.1(c)(1).

39) Under the Solicitation Example Task (SET), Item 6 states “(6) The cost proposal shall be provided in an interactive (with formulas) Microsoft Excel spreadsheet. Please refer to IFPP 6.1(b) for further instructions regarding the preparation of the cost proposal.” There are no further instructions related to the cost proposal format. Will a spreadsheet template be provided with the RFP?

A: No, a spreadsheet template will not be provided with the RFP. The only requirement for the cost proposal is that the Microsoft Excel spreadsheet be interactive and include the formulas necessary to provide the build-up of the cost proposal. We apologize for the ambiguity.

40) Pages 126 – 135, Solicitation Example Task (SET)

Please confirm that those items marked either “Not required or evaluated for the SET” or “Not included for SET” do not need to be addressed or included in the proposer’s SET response.

A: That is correct, these items are for example only and do not need to be addressed or included in the offeror’s response.

41) The RFP states: “The offeror shall provide a recent history (within 5 years) of the FPRP submissions and FPRAs, if any.” Question: Please clarify the requirement to “provide recent history (within 5 years)...”. How many years of recent history data is required and is all supporting data for each submission required?

A: The offeror shall provide the recent 5 years of FPRP submittals and FPRA submittals, if any. If the FPRPs and the FPRAs are signed, no further supporting data is necessary.

42) Is the "Data Transfer Device Prototype Development" (the SET requirement) a real task?

A: No, this task is a somewhat simplified version of a task accomplished in the past. It has already been accomplished by DMEA personnel several years ago. Also, it should be noted that because this task was performed by DMEA personnel, no other contractor has any advantage of having performed the task.