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Decision

Matter of: KBR Wyle Services, LLC

File: B-423901.2

Date: March 24, 2026

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DIGEST

1. Protest that awardee’s proposal should have been rejected for failing to include small disadvantaged business participation information is denied where the awardee, as a small business, was not required to submit the information and the solicitation expressly stated that offerors would not be rejected for failing to meet small business goals.
2. Protest challenging the agency’s evaluation of proposals under several of the solicitation’s evaluation factors is denied where the record shows that the agency’s evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

KBR Wyle Services, LLC (KBR), of Fulton, Maryland, protests the award of a contract, referred to as the Contract for Organizing Spaceflight Mission Operations and Systems (COSMOS), to ASCEND Aerospace & Technology, LLC (ASCEND), a small business joint venture¹ of Cape Canaveral, Florida, under request for proposals (RFP)

¹ ASCEND is an unpopulated small business mentor-protégé joint venture (JV) between Aerodyne Industries, LLC (Aerodyne), a veteran-owned small business and a service-disabled veteran-owned small business, and Jacobs Technology Inc. (Jacobs), a large business. Agency Report (AR), Tab 7.2D, ASCEND Responsibility Consideration Proposal at 13. Aerodyne is the JV managing partner and will manage

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No. 80JSC024R0003, issued by the National Aeronautics and Space Administration (NASA) for spaceflight mission operations and system services. The protester challenges the agency's evaluation of proposals and resulting award decision.

We deny the protest.

BACKGROUND

COSMOS is the "follow-on" procurement of the current NASA Mission Systems Operations Contract (MSOC) contract. Contracting Officer's Statement (COS) at 2. The COSMOS contract "supports systems integration, critical operations, and human spaceflight operations providing imperative protection of human life and property for NASA missions." *Id.*; AR, Tab 3, Pre-Proposal Conference Briefing Slides at 13. The solicitation details the work needed for the successful operation of NASA's Flight Operations Directorate's mission systems. AR, Tab 2.1 Conformed RFP at 16. As relevant to the protest, the solicitation defines mission systems as "the systems and subsystems of integrated hardware, software, networks, telecommunications, data, displays, and mockups used in the preparation for and performance of mission operations." *Id.* Mission systems support planning, training, flight operations, and vehicle development. *Id.*

NASA issued the RFP on an unrestricted basis on October 25, 2024, pursuant to Federal Acquisition Regulation (FAR) part 15 procedures and NASA FAR supplement part 1815 procedures for negotiated contracts.² *Id.* at 1. The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity contract and the issuance of cost-plus-award-fee task orders during a 5-year base period and two 2-year options. *Id.* at 8-10, 73. The contract value is not to exceed \$1.8 billion. *Id.* at 10.

The RFP provided that the contract would be awarded using a best-value tradeoff considering: (1) mission suitability, (2) past performance, and (3) cost/price. *Id.* at 503. Mission suitability and past performance when combined were significantly more important than cost/price. *Id.* The solicitation provided that the mission suitability factor was approximately equal to the cost/price factor and was more important than the past performance factor. *Id.* The solicitation also provided that the cost/price factor was more important than the past performance factor. *Id.* While the evaluation criteria was organized into factors and subfactors, the solicitation advised that NASA would "conduct an integrated evaluation to consider consistency among proposal information" such that

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the contract. *Id.* Jacobs was acquired by Amentum Holdings LLC effective September 27, 2024. *Id.* at 13, 15.

² The solicitation was amended four times before proposals were due, none of which are relevant to the protest; citations to the RFP are to the conformed version. COS at 3. Citations to the record use the Adobe PDF pagination of the documents produced.

a lack of consistency could result in negative evaluation findings across factors and subfactors. *Id.* at 503-504.

The mission suitability factor was to be evaluated on a 1,000-point scale and divided into three subfactors that were assigned point scores reflecting their relative importance as follows: (1) management approach (450 points); (2) technical approach (350 points); and (3) small business utilization approach (200 points).³ *Id.* at 504-505. Past performance was to be evaluated on recency, relevance, and performance.⁴ *Id.* at 508. Cost/price was to be evaluated for reasonableness and realism. *Id.* at 511-512; COS at 15. For selection purposes, the RFP established that the evaluators would consider the aggregate of an offeror's proposed costs for a phase-in period, base period, two option periods, and a 6-month option to extend services, including proposed fee and any probable cost adjustments. Conformed RFP at 511-512; COS at 15.

NASA received timely proposals from seven offerors, including KBR, the incumbent, and ASCEND. COS at 3. The source evaluation board (SEB) evaluated proposals and presented its findings to the source selection authority (SSA). *Id.* The SSA made the initial source selection decision and awarded the contract to ASCEND on August 28, 2025. *Id.*

KBR filed a timely protest with our Office arguing the agency miscalculated several aspects of the proposals and made an unreasonable award decision. *KBR Wyle Servs., LLC*, B-423901, Nov. 19, 2025 (unpublished decision). We dismissed the protest because NASA notified our Office of its intent to take corrective action that included the issuance of a new award decision, and thus, rendered the challenges to the initial evaluation academic. *Id.* NASA advised that it would "review the findings and ensure that all offers were evaluated in accordance with the criteria set forth in the solicitation," make a new best-value determination, and issue a new source selection decision. AR, Tab 16.1, Notice of Corrective Action.

To implement its corrective action, the SEB reviewed its evaluation findings to ensure that all offerors were evaluated consistent with the solicitation evaluation criteria. COS at 4. The SEB updated its evaluation and presented the evaluation results to the SSA. *Id.*; see AR, Tab 15.1, Memo. to File Past Performance Corrective Action (explaining discovery of clerical error that did not change evaluation findings); AR, Tab 15.2, Memo.

³ As will be discussed in greater detail below, the mission suitability subfactors each would be assigned one of the following adjectival ratings: excellent, very good, good, fair, and poor. AR, Tab 1, Source Evaluation Plan at 6-7. The point values for the subfactors are based on these adjectival ratings. *Id.*

⁴ Past performance will be assessed with an overall adjectival confidence rating that includes relevance and performance components. Conformed RFP at 510-511. The past performance level of confidence ratings are as follows: very high, high, moderate, low, very low, and neutral. *Id.*

to File Small Business Corrective Action (explaining reevaluation of small business utilization approach). The SSA reviewed the SEB findings and engaged in a discussion with the evaluators before accepting the SEB findings and making a new source selection decision. COS at 4-5; AR, Tab 11.2, Source Selection Statement (SSS) at 1.

After corrective action, the final evaluation ratings for the offerors' proposals are as follows:

| Offeror | Mission Suitability | | | | Total Evaluated Cost/Price | Past Performance |
|-----------|---------------------|-------------------------------|------------------------------|--------------------------------------|----------------------------|------------------|
| | Score 1000 pts | Management Approach (450 pts) | Technical Approach (350 pts) | Small Business Utilization (200 pts) | | |
| Offeror A | 799.5 | 315 Good | 290.5 Very Good | 194 Excellent | \$1.77 billion | High |
| Offeror B | 675.5 | 297 Good | 192.5 Good | 186 Excellent | &1.76 billion | Moderate |
| Offeror C | 823.5 | 369 Very Good | 262.5 Very Good | 192 Excellent | \$1.70 billion | Moderate |
| KBR | 758 | 306 Good | 266 Very Good | 186 Excellent | \$1.62 billion | High |
| Offeror D | 682 | 247.5 Good | 248.5 Very Good | 186 Excellent | \$1.60 billion | High |
| Offeror E | 872.5 | 391.5 Very Good | 301 Very Good | 180 Very Good | \$1.57 billion | Moderate |
| ASCEND | 828 | 373.5 Very Good | 255.5 Very Good | 199 Excellent | \$1.49 billion | High |

AR, Tab 11.1, SEB Briefing Slides for SSA, at 33, 178. NASA did not rank offerors as part of the evaluation. AR, Tab 11.2, SSS at 54.

As noted above, the solicitation provided that award would be made using a best-value tradeoff between cost and the non-cost factors. Conformed RFP at 503. In conducting the best-value analysis, the SSA compared the SEB findings for all the offerors and selected ASCEND's proposal as the best value to the government. AR, Tab 11.2, SSS at 54-60. In this connection, the SSA determined that ASCEND proposed the lowest cost, which was one of the most heavily weighted factors. *Id.* at 61. The SSA also determined that ASCEND was the second strongest proposal under the mission suitability factor, which was the other most heavily weighted factor. The SSA concluded that the "additional qualitative value" provided by the firm with the strongest proposal under the mission suitability factor, which was a firm other than the protester, did not justify paying a six percent cost/price premium over ASCEND. *Id.* The SSA found that ASCEND had a rating of high confidence under the past performance, the least important factor, which gave it an advantage over three offerors, and an equivalent value to the government as three other offerors, including KBR. *Id.* The SSA

acknowledged that the evaluators found five weaknesses with ASCEND's proposal but accepted these risks because she had "confidence that none of these [w]eaknesses will impact ASCEND's successful contract performance." *Id.* The SSA concluded that "ASCEND presents a sufficient combination of non-price and price attributes to be considered to represent the best value to the government." *Id.*

On December 3, NASA notified KBR that ASCEND had been awarded the COSMOS contract. AR, Tab 6.5, Notice of Unsuccessful Offer at 1. After NASA provided a post-award debriefing on December 10, KBR filed this protest with our Office. AR, Tab 13.1, KBR Debriefing Email; AR, 13.2, KBR Debriefing Slides.

DISCUSSION

KBR challenges nearly every aspect of NASA's evaluation. While our decision does not specifically discuss every argument raised, we have considered all the protester's allegations and find that none provides a basis to sustain the protest.⁵ By way of example, we discuss the following principal arguments: (1) ASCEND failed to propose any participation by small disadvantaged business (SDB) concerns in performance of the contract and therefore its proposal should have been rejected as unacceptable; (2) NASA's evaluation of proposals under each of the mission suitability subfactors-- management approach, technical approach, and small business utilization approach-- was unreasonable and unequal; and (3) NASA's past performance evaluation failed to comply with the solicitation's evaluation criteria, was unreasonable and unequal.⁶ KBR contends that it suffered competitive prejudice as a result of all the agency's errors such that it would have had a substantial likelihood of award if not for the agency's improper evaluation.

It is well-established that the evaluation of proposals is a matter within the discretion of the contracting agency. *Vectrus Sys. Corp.*, B-412581.3 *et al.*, Dec. 21, 2016, at 3. An offeror's disagreement with an agency's judgment, without more, is insufficient to

⁵ For example, KBR alleged that the SSA abused her discretion by failing to hold discussions. Protest at 46-48. In this regard, KBR argued that the SSA "never considered the advantages or disadvantages of holding discussions" and did not explain her decision not to hold discussions. *Id.* at 48. We dismissed these allegations because the RFP provides that the agency intended to award the contract without discussions. Electronic Protest Docketing System No. 19. Where, as here, a solicitation advises offerors that an agency intends to make award on the basis of initial proposals, the agency is under no obligation to engage in discussions, and properly may make award based on initial proposals. *General Dynamics Info. Tech., Inc.*, B-422272, B-422272.2, Mar. 15, 2024, at 10.

⁶ KBR also alleged NASA failed to conduct an appropriate cost/price evaluation and cost realism analysis; however, upon receipt of the agency report, the protester withdrew these allegations. Comments at 65.

establish that the agency acted unreasonably. *Id.* In reviewing an agency's evaluation, we will not substitute our judgment for that of the agency, but instead will examine the agency's evaluation to ensure that it was reasonable and consistent with the solicitation's evaluation criteria and with procurement statutes and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, at 4-5.

Evaluation of ASCEND's SDB Participation

KBR contends that ASCEND failed to propose SDB participation as required by the small business utilization approach criteria, and therefore, NASA should have rejected its proposal as unacceptable because SDB participation is a material requirement of the solicitation. Protest at 13-16. NASA responds that SDB participation is not a material requirement and that the solicitation specifically advised offerors that "a proposal will not be rejected solely because the submitted [small business subcontracting plan] does not meet the NASA recommended [small business] goals." Memorandum of Law (MOL) at 6-8 (quoting Conformed RFP at 449). In addition, NASA contends that it assigned a weakness to ASCEND's proposal for failing to submit SDB participation information as required by the solicitation. COS at 29; see *also* AR, Tab 8.1, ASCEND Mission Suitability Findings at 24. Based upon our review of the record, we find the agency's decision not to eliminate ASCEND's proposal from the competition was reasonable.

The RFP included conflicting instructions as to how the agency would evaluate proposals under the small business utilization approach subfactor. On the one hand, the solicitation explained that under the small business utilization approach subfactor, "[a]ll offerors except for small businesses" were required to submit a small business contracting plan that includes proposed subcontracting goals. Conformed RFP at 447, 507. On the other hand, the RFP provided that the SDB participation instructions apply to all offerors and identifies NASA SDB subcontracting goals as 5.0 percent. *Id.* at 447-448. In addition, the RFP provided that the "evaluation of SDB participation applies to all Offerors." *Id.* at 507. The RFP further provided that small businesses would be evaluated on the amount of work that the small business prime contractor proposes to perform and that "[i]ndividual subcontracting goals by small business categories will not be evaluated for small business prime [contractors]." *Id.* Moreover, the RFP expressly advised that NASA would not reject proposals solely for not proposing to meet its recommended subcontracting goals. *Id.* at 449.

During the corrective action, the agency realized these solicitation terms were inconsistent. COS at 28; MOL at 6 7 & n.6. In particular, the SEB found that while ASCEND, a small business, was not required to submit a subcontracting plan including SDB participation, the RFP advised SDB participation would be evaluated for all offerors. AR, Tab 8.1, ASCEND Mission Suitability Findings at 24. The solicitation did not, however, provide instructions on how small businesses were to address SDB participation when not required to submit a subcontracting plan. The agency explains that during its reevaluation, the SEB strictly evaluated ASCEND against the evaluation criteria, which required consideration of SDB participation. See COS at 29. Because ASCEND, as a small business JV, did not submit a small business subcontracting plan

with its proposal, NASA assessed a weakness to ASCEND's proposal because it did not submit any SDB participation information. AR, Tab 7.2A, Ascend Mission Suitability Proposal at 191; AR, Tab 11.2, SSS at 43.

As noted above, KBR contends that ASCEND's failure to propose SDB participation as required by the small business utilization approach criteria should have rendered its proposal unacceptable. This argument is misplaced. As noted above, the solicitation plainly states that proposals would not be rejected if they did not propose to meet any of the subcontracting goals established in the solicitation. Thus, assuming that ASCEND should have addressed the requirement at all given that it was a small business concern itself, the failure to identify any level of SDB participation, which would be nothing other than a failure to demonstrate a plan to meet the agency's subcontracting goals, could not, by the terms of the solicitation, result in the rejection of ASCEND's proposal. Additionally, there is an open question as to whether ASCEND was required to submit a subcontracting plan at all given the solicitation's clear statement that all offerors "except for small businesses" were required to submit a small business contracting plan, and the solicitation otherwise provides no instructions on how small businesses are to address SDB participation when not required to submit a subcontracting plan. AR, Tab 7.2D, ASCEND Responsibility Consideration Proposal at 13; AR, Tab 7.2A, ASCEND Mission Suitability Proposal at 191. We therefore find no basis to conclude that the agency acted improperly by not rejecting ASCEND's proposal. This protest ground is denied.

Mission Suitability Evaluation

KBR raises various challenges to the agency's evaluation of the mission suitability factor and three subfactors--management approach, technical approach, and small business utilization approach. In this regard, the protester challenges the assessment, or lack thereof, of various strengths and weaknesses to its proposal, ASCEND's proposal, and the other offerors' proposals, arguing that the proposals were not evaluated reasonably or equally. We have reviewed all the protester's arguments and find that none provide a basis to sustain the protest. We discuss below representative examples from each of the subfactors.

Management Approach Subfactor Evaluation

KBR argues that the agency unreasonably failed to assign a significant strength to its proposal under the management approach subfactor for its contract management plan, which, in the protester's view, prevented KBR from receiving a higher point score.⁷ Protest at 20-24. KBR contends that its proposal merited a significant strength because of the language NASA used in its initial award decision to ASCEND. In this regard, the

⁷ The solicitation defines a significant strength as "some aspect of the proposal that greatly enhances the potential for successful contract performance." Conformed RFP at 505.

protester maintains that the agency improperly changed its evaluation findings during corrective action to remove the word “greatly” to preserve the agency’s original award to ASCEND. *Id.* at 21, 23. KBR further asserts that without a significant strength, it cannot receive an adjectival rating greater than good which limits the number of points it is able to receive under this subfactor and the overall mission suitability factor. *Id.* at 20-21. KBR contends that it lost up to 144 points in the evaluation of its proposal because of NASA’s failure to credit it with a significant strength and that the “loss of these 144 points was the difference between a 1st place ranking in Mission Suitability and the 5th place ranking that KBR received.” *Id.* at 21. Based on our review of the record, we find no basis to conclude that the agency’s evaluation was unreasonable.

As a preliminary matter, KBR’s argument is based on a mistaken premise about how the SEB assigned point values during the evaluation. The agency did not deduct points from the available points for each subfactor, as the protester asserts. Instead, the SEB developed a consensus adjectival rating for the proposals under each subfactor of the mission suitability factor based on the evaluation findings, which considered the significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies assessed to each proposal. AR, Tab 1, Source Evaluation Plan at 6. Each adjectival rating has a narrative definition and an assigned percentile range as follows:

| Adjectival Rating | Definition | Percentile Range |
|-------------------|--|------------------|
| Excellent | A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists. | 91-100 |
| Very Good | A proposal having no deficiency and which demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist. | 71-90 |
| Good | A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the Offeror’s response. | 51-70 |
| Fair | A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths. | 31-50 |
| Poor | A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct. | 0-30 |

Id. at 6-7. Then, the SEB developed a consensus percentile rating within the range corresponding to the adjectival rating. *Id.* at 7. After the SEB assigns a percentile for the subfactor, the SEB calculates the subfactor points score by multiplying the

percentile assigned by the available points.⁸ *Id.* The total mission suitability score is derived by adding the points assigned to the subfactors.

The management approach subfactor consisted of the following three elements: contract management, staffing and critical skills approach, and contract phase-in.⁹ Conformed RFP at 506. As relevant here, under the contract management element, the agency would evaluate an offeror's contract management plan for "overall demonstrated understanding for reasonableness, feasibility and completeness and any ensuing associated impact and risk to the Government."¹⁰ Conformed RFP at 506. Consistent with the corrective action, the SEB reviewed all evaluation findings to ensure that proposals were evaluated consistent with the RFP and then made any necessary adjustments to its findings where appropriate. COS at 30. In this connection, the contracting officer explains in response to the protest that KBR was assigned a strength in the initial evaluation and that the agency's findings regarding the strength "incorrectly stated that it 'greatly reduces the risk' of performance" and "that this phrasing was "an oversight by NASA in its original evaluation." COS at 30. In reevaluating this aspect during corrective action, the SEB determined that KBR's contract management plan still warranted a strength¹¹ and revised its evaluation findings to remove the term "greatly" to avoid confusion with the definition of significant strength; revising the wording of the evaluation finding did not alter the assessment of a strength to KBR's proposal for the contract management plan. *Id.* The SEB also removed the term "greatly" from its evaluation findings of other proposals that were assessed strengths, including ASCEND's. *Id.* at 31.

The SEB found that "KBR proposed a reasonable, feasible, and complete [c]ontract [m]anagement plan that demonstrates a clear understanding of an effective and efficient

⁸ For example, the SEB assessed KBR's proposal with a rating of good for the management approach subfactor and established its percentile score at 68 percent (which is within the established range). AR, Tab 11.1, SEB Briefing Slides for SSA at 65. Accordingly, the agency assigned 306 points (out of 450 available points) to KBR for this subfactor. *Id.* Mathematically, this is represented as $0.68 \times 450 = 306$ or $68 \text{ percent} \times 450 = 306$. See *id.* at 67.

⁹ The RFP also included a fourth subfactor for evaluation, diversity, equity, inclusion, and accessibility (DEIA) Plan, but after Executive Order 14148, "Initial Rescissions of Harmful Executive Orders and Actions" was signed on January 20, 2025, the contracting officer notified offerors that NASA would not evaluate this subfactor and the DEIA Plan would be removed from the contract. COS at 8.

¹⁰ Under contract management, the agency would also evaluate the offeror's work breakdown structure and dictionary. Conformed RFP at 506.

¹¹ Per the solicitation a strength is a proposal aspect that "will have some positive impact on the successful performance of the contract." Conformed RFP at 505.

organizational structure required to successfully execute the [statement of work] requirements.” AR, Tab 8.3, KBR Mission Suitability Findings at 2. Among the SEB findings, the agency determined that KBR proposed reasonable processes and an integration platform that would consolidate data from multiple tools into a single platform, thereby increasing contract efficiency and performance while reducing the risk of “excessive resource allocation.” *Id.* at 2-3. The SSA agreed with and adopted the SEB findings and specifically considered whether KBR’s strength should be a significant strength. AR, Tab 11.2, SSS at 44. While the SSA determined that KBR’s proposed contract management plan was solid and complete--with strong processes and an integration office and platform that will improve coordination of data from multiple tools and reduce the risk that resources will be misallocated during contract performance--the SSA did not find that KBR’s proposed plan would “greatly enhance contract performance on COSMOS,” and therefore, that a significant strength was not warranted. *See id.*

KBR misapprehends the standard of our review of proposal evaluations and the essence of its protest ground harkens back to the agency’s initial evaluation rather than focusing on the reasonableness of the current evaluation record. In this regard, KBR does not argue that the substance of its proposal merits a significant strength; rather, it contends that the agency’s deletion of the word “greatly” in the reevaluation reflects the agency’s unreasonable evaluation. Based upon our review of the record, we find that the agency’s evaluation was reasonable.

The fact that an agency’s reevaluation varies from an original evaluation does not constitute evidence that the reevaluation was unreasonable. *Mancon, LLC*, B417571.5, B-417571.6, May 12, 2020, at 8. To the contrary, we consider it implicit that a reevaluation could result in different findings and conclusions. *Id.* Quite simply, the overriding concern for our review is not whether the evaluation results are consistent with the earlier evaluation results, but whether they reasonably reflect the relative merit of the offers. *Id.* A protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that an evaluation was improper. *Id.*

The record reflects that NASA reviewed all evaluation findings to ensure that proposals were evaluated consistent with the RFP. The SEB and the SSA concluded that KBR’s proposal did not contain an aspect that greatly enhanced the potential for successful contract performance, and therefore, NASA did not elevate KBR’s strength to a significant strength for its contract management plan. The SEB revised its findings to alleviate any confusion with wording similar to the RFP’s definition of significant strength. MOL at 9-12. As we have long noted, point scores or adjectival ratings are guides for intelligent decision-making in the procurement process; where the record shows that the evaluators and SSA reasonably considered the underlying bases for the ratings in a manner that is consistent with the terms of the RFP, a protester’s disagreement with the ratings or point scores assigned essentially is inconsequential. *DB Consulting Grp., Inc.*, B-401543.2, B-401543.3, Apr. 28, 2010, at 5. Although the protester argues that the agency improperly changed its evaluation findings during corrective action to remove the word “greatly” to preserve the agency’s original award

decision, the record demonstrates that the agency considered the underlying bases for its evaluation findings and the corresponding point values calculated for KBR.¹² The protester's disagreement with the agency's evaluation fails to render it unreasonable. As such, we find the agency's action unobjectionable and we deny this protest ground.

Technical Approach Evaluation

In another example, KBR challenges the weakness that the agency assessed to its proposal under the technical approach subfactor of the mission suitability factor because, in KBR's view, the agency ignored the substance of its proposal.¹³ Protest at 30-33. In this regard, KBR contends that the SEB incorrectly found that KBR cited the wrong data requirement description (DRD) in its proposal and argues that the SEB "ascribed a non-existent error to KBR's proposal for using the very terminology NASA used in its own [s]olicitation."¹⁴ *Id.* at 33. In response, NASA contends that the SEB appropriately assigned a weakness to KBR's proposal because "KBR's various references to DRD-0031 reflected lack of attention to detail to the requirements of the COSMOS contract's [statement of work] and DRDs." COS at 38. We have reviewed the record and find nothing unreasonable regarding the agency's evaluation.

It is an offeror's responsibility to submit an adequately written proposal with sufficient information for the agency to evaluate and determine compliance with the solicitation's requirements. *PEAKE*, B-417744, Oct. 11, 2019, at 4. An offeror that does not

¹² To the extent KBR is alleging a lack of good faith by the agency in its implementation of its corrective action and the conduct of this procurement, government officials are presumed to act in good faith, and a protester's contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof. *Perimeter Sec. Partners, LLC*, B-422666.4, Mar. 11, 2025, at 7 n.7. Our Office will not consider allegations based on mere inference, supposition, or unsupported speculation. *Id.* The protester has not provided any evidence of such bad faith beyond its allegations and we will not infer improper conduct without convincing proof. Accordingly, we find this allegation to be without merit.

¹³ A weakness was defined as "a flaw in the proposal that increases the risk of unsuccessful contract performance." Conformed RFP at 505.

¹⁴ A DRD is a "detailed request for a specified data item, including purpose, content, format, references, maintenance requirements, submittal requirements and other pertinent information." Conformed RFP at 143. Section J of the RFP identifies all the DRDs required for the COSMOS contract; however, not all DRDs are required to be submitted in the proposal submission. COS at 7 n.4. DRDs required to be submitted with proposals are identified in the evaluation criteria and the RFP made clear that they "are vital to NASA to assess an [o]fferor's understanding and ability to meet contractual requirements. Those DRDs ultimately become part of the contract and govern performance process and expectations." *Id.*

affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. *PAE Aviation & Tech. Servs., LLC*, B-417639, Sept. 11, 2019, at 6. Our Office has consistently stated that in evaluating a proposal, an agency is under no obligation to reach favorable conclusions regarding the merits of a proposal or the compliance of the proposal with a solicitation's requirements where the information supporting such conclusions is "not readily apparent[.]" See, e.g., *DATEX, Inc.*, B-270268.2, Apr. 15, 1996, at 6. Nor is an agency required to deduce that a proposal meets certain requirements where the proposal lacks the level of detail the RFP requires, or accept a proposal that the agency finds unclear or ambiguous regarding its merits or compliance with the solicitation's requirements. *Perspecta Enter. Sols., LLC*, B-418533.2, B-418533.3, June 17, 2020, at 16-17.

As relevant here, under the technical approach subfactor, the RFP instructed offerors to submit their contractor security management plan (DRD-COSMOS-0030) and advised that offerors would be evaluated on their "overall demonstrated understanding for reasonableness, feasibility and completeness[,] and any ensuing associated impact and risk to the Government."¹⁵ Conformed RFP at 506. DRD-COSMOS-0030 provided that the contractor security management plan would be "used to define the [c]ontractor security management task" including communications security procedures, secure operations procedures, and sensitive/protected operation procedures. *Id.* at 317-319. The plan must "address the 24X7 monitoring of all [m]ission [s]ystems elements" and establish standard operating and security procedures, contractor and government relationships, and responsibilities for all information technology (IT) security, physical security and personnel security for all activities and facilities for COSMOS. *Id.* at 318.

In the section of KBR's proposal that addressed DRD-COSMOS-0030, the agency noted several references to "DRD-0031." AR, Tab 8.3, KBR Mission Suitability Findings at 14-15. KBR's proposal did not define DRD-0031 and appeared to use this term in three different ways--DRD-0031, security plan DRD-0031, and mission systems security plans DRD-0031--without explaining whether the references were interchangeable. See *id.*; COS at 37-38. The SEB assigned a weakness to KBR's proposal because it referenced non-existent DRD content and included incorrect DRD references that, in the agency's view, failed to provide a feasible approach and understanding of the COSMOS technical DRD and increased the government's risk of "not having complete documentation in place for the quality needed to safely support human spaceflight operations." AR, Tab 8.3, KBR Mission Suitability Findings at 14-15. The SSA agreed with the SEB assessment of a weakness to KBR's proposal because "it highlights [KBR's] complacency and a lack of attention to detail which will introduce risk to the

¹⁵ The technical approach subfactor consisted of four elements: (1) technical DRDs; (2) technical understanding, efficiencies and innovative techniques, narrative, and areas of emphasis; (3) technical scenarios; and (4) safety and health approach. Conformed RFP at 506-507. Under the technical DRD element, the agency would also evaluate the offeror's software standards and development plan (DRD-COSMOS-0057). *Id.* at 506.

[g]overnment of incomplete or incorrect documentation during contract performance.” AR, Tab 11.2, SSS at 45.

NASA further explains in response to the protest that while the RFP does include DRD-COSMOS-0031, this DRD is for security requirements for unclassified IT resources, which are separate requirements from DRD-COSMOS-0030. COS at 37 n.16; see also Conformed RFP at 320 (describing that this requirement is “[t]o ensure that IT security reporting requirements, including Cyber Supply Chain Risk Management (C-SCRM), are met for all IT systems utilized during work associated with this contract and necessary training requirements are fulfilled.”). Indeed, the SEB did not interpret KBR’s mission systems security plans identified as DRD-0031 to be the same as the security requirements for unclassified IT resources DRD-COSMOS-0031, and instead, found that KBR’s approach was not feasible because the security plans requirements were described in statement of work section 2.6, and DRD-COSMOS-0030 itself. AR, Tab 8.3, KBR Mission Suitability Findings at 15. In this regard, the agency maintains that it is illogical for KBR to refer to a deliverable for security plan DRD-0031 because DRD-COSMOS-0031 does not include a security plan requirement. See *id.* (“KBR proposes an infeasible understanding of COSMOS Technical Data Requirements Description (DRD) as it references a non-existent DRD’s content and includes incorrect DRD references throughout KBR’s proposal.”); see also COS at 37-38.

Based upon our review of the record, we conclude the agency’s evaluation was reasonable. The RFP provides that the offeror’s proposal “shall be clear, concise, and shall include sufficient detail for effective evaluation and substantiation of all information.” Conformed RFP at 430. The DRD to be evaluated under the technical DRD subfactor is the contractor security management plan DRD-COSMOS-0030 and addresses different requirements than the security requirements for unclassified IT resources DRD-COSMOS-0031. Moreover, the solicitation does not require offerors to address DRD-COSMOS-0031 requirements with their proposals; instead, only the awardee will submit DRD-COSMOS-0031. *Id.* at 320-323 (providing that reports due for this deliverable are “due at the start of phase-in” and annually thereafter.)

The agency reasonably questioned how KBR intended the term DRD-0031 to be interpreted within the section of its proposal addressing technical DRDs. The record shows that KBR uses the term DRD-0031 to reference multiple deliverables under DRD-COSMOS-0030 and security requirements under section 2.6 of the statement of work, as well as requirements under DRD-COSMOS-0031. For example, KBR proposes to submit its mission systems security plan “as a deliverable to NASA annually per the DRD-0031 requirements.” AR, Tab 7.1, KBR Mission Suitability Proposal at 123. However, the requirement for the contractor to “develop, maintain, and adhere to Mission Systems Security Plans” is set forth in a section of the statement of work in conjunction with DRD-COSMOS-0030. Conformed RFP at 24, 317. Elsewhere in the same section, KBR states that it will develop a cybersecurity supply chain risk management (C-SCRM) plan developed in accordance with DRD-0031 that will establish a COSMOS contract-wide strategy for C-SCRM. AR, Tab 7.1, KBR Mission

Suitability Proposal at 126. As noted above, DRD-COSMOS-0031 includes IT security reporting requirements, including C-SCRM. Conformed RFP at 320.

The agency reasonably concluded that KBR's use of the term DRD-0031 in its proposal section addressing DRD-COSMOS-0030 failed to provide the clarity and detail required under the solicitation. NASA therefore reasonably concluded that KBR failed to provide a feasible approach and understanding of the COSMOS technical DRD and increased the government's risk of "not having complete documentation in place for the quality needed to safely support human spaceflight operations." AR, Tab 8.3, KBR Mission Suitability Findings at 14-15. It is the protester's obligation to submit a proposal with adequately detailed information in such a manner as to allow for a meaningful review by the agency. *PEAKE, supra*. Here, the protester failed to do so. Accordingly, we deny this protest allegation.

Small Business Utilization Approach Evaluation

For a final example, we return to the small business utilization approach subfactor discussed above. KBR contends that the agency's reevaluation of ASCEND under the small business utilization approach subfactor was unreasonable and unequal. Protest at 17-20. KBR argues that NASA unreasonably assigned ASCEND an adjectival rating of excellent with 199 points out of 200 points for this subfactor when it also assigned a weakness to ASCEND's proposal for failing to submit SDB participation information as required by the solicitation. Protest at 19-20. KBR also argues that the agency unequally evaluated proposals because KBR's proposal, which did not have any weaknesses, also received a rating of excellent, and yet only received 186 points. *Id.* For the following reasons, we find the agency's evaluation was reasonable.

The small business utilization approach subfactor included two elements--small business subcontracting and commitment to the small business program. Conformed RFP at 507-508. As discussed above, the small business utilization approach subfactor did not require small businesses to submit a small business contracting plan. *Id.* at 447, 507. In addition, the solicitation provided that "[i]ndividual subcontracting goals by small business categories will not be evaluated for small business primes[.]" *Id.* at 507. The RFP further provided that the SDB participation instructions applied to all offerors and that all offerors would be evaluated for SDB participation. *Id.* at 447, 507. The RFP, however, provided no instructions on how small businesses were to address SDB participation when not required to submit a subcontracting plan.

As part of NASA's corrective action, the SEB reevaluated all proposals under the small business utilization approach subfactor and identified ASCEND's failure to submit SDB participation as a weakness. AR, Tab 8.1, ASCEND Mission Suitability Findings at 24; see also AR, Tab 15.2, Memo. to File Small Business Corrective Action at 1-2. In this context, the SEB found that while ASCEND, a small business, was not required to submit a subcontracting plan including SDB participation, the RFP advised SDB participation would be evaluated for all offerors. AR, Tab 8.1, ASCEND Mission Suitability Findings at 24. The SEB noted, however, that absent the SDB participation

information, NASA would be “at risk of verifying if SDBs will contribute to the execution of requirements over the life of the contract for both SDB represented and underrepresented areas[.]” *Id.* During the SEB briefing to the SSA, the evaluators advised that they had assigned ASCEND a rating of excellent for this subfactor with a corresponding 99.5 percent, which was calculated to be 199 points.¹⁶ AR, Tab 11.1, SEB Briefing Slides for SSA at 59, 62-63. The SEB assigned a rating of excellent to ASCEND’s proposal because it was assessed two significant strengths in addition to the weakness.¹⁷ *See id.* at 59-63. The SSA concurred with the SEB’s findings and stated, “[t]o me, this Weakness is minor and doesn’t cause me serious concern on ASCEND’s ability to perform the contract as this information will be easily attainable during contract administration.” AR, Tab 11.2, SSS at 38, 43.

In response to the protest, NASA acknowledges the contradiction between the solicitation instructions and the evaluation criteria. COS at 28; MOL at 6-7 & n.6. In this connection, and as discussed above, during the corrective action reevaluation, the SEB strictly evaluated ASCEND against the evaluation criteria, which required consideration of SDB participation, and assessed a weakness because no information was submitted. *See* COS at 29. The agency explains further that because the evaluation criteria did not require the evaluation of individual subcontracting goals for small businesses and ASCEND is a small business, “when considering the actual risk to contract performance, the SEB found that risk to be minor.” *Id.*

On this record, we find that the agency’s evaluation of ASCEND’s proposal was reasonable. The agency evaluated the proposal consistent with the evaluation criteria, even after it recognized ambiguity in the solicitation terms, and assigned a weakness. The record shows that in assigning the adjectival rating and corresponding percentile to

¹⁶ In the management approach subfactor evaluation section discussed above, we discuss the methodology NASA used to calculate the point scores for the subfactors. *See supra* text at 7-8 and accompanying note 9. ASCEND’s point score was calculated by multiplying 99.5 percent by 200 points to derive the 199 point value. The mathematical expression is $99.5\% \times 200 = 199$ or $0.995 \times 200 = 199$. *See* AR, Tab 11.1, SEB Briefing Slides for SSA at 62.

¹⁷ ASCEND received a significant strength for the small business subcontracting element for “notably exceeding the overall small business subcontracting goal for COSMOS” because as a small business JV, ASCEND will eliminate the risk of NASA failing to meet its small business goals, where the government evaluated how much of the total contract value small business will perform. AR, Tab 8.1, ASCEND Mission Suitability Findings at 21-22; *see also* Conformed RFP at 507. ASCEND also received a significant strength for the commitment to the small business program element for “exceptional commitment to the small business program by having a small business perform all work across the statement of work and including high technology.” AR, Tab 8.1, ASCEND Mission Suitability Findings at 26-27; *see also* Conformed RFP at 507-508.

ASCEND's proposal, the agency reasonably considered the application of the provision in light of ASCEND's status as a small business concern and found that the weakness presented minimal performance risk to the government. Accordingly, we find nothing objectionable with the agency's assignment of 199 points to ASCEND under this subfactor.

Moreover, even though KBR complains that it should have received more points under the small business utilization approach subfactor, KBR has provided no basis for how its proposal could have received more points according to the evaluation methodology or why the agency's determination to assign its proposal a 93 percent for its excellent rating was unreasonable. The record shows that NASA assigned KBR an adjectival rating of excellent and a corresponding percentile of 93, which was equal to 186 points based on the assessment of one significant strength and one strength.¹⁸ AR, Tab 11.1, SEB Briefing Slides for SSA at 73-77. In challenging the assignment of point scores, KBR does not take issue with the agency's underlying substantive findings concerning the merits of its proposal which, the record shows, ultimately formed the basis for the SSA's selection decision. Rather, based solely on the fact that ASCEND was assessed a weakness, while KBR was not, KBR disputes the points allotted to it and argues it should have received more. As noted above, however, in addition to the weakness assessed to ASCEND's proposal, ASCEND also received two significant strengths, which the record reflects formed the basis of the percentage and points assigned to ASCEND.

Based upon our review of the record, we find nothing objectionable about the SEB assessing KBR's proposal with a rating of excellent nor its assignment of 93 percent for the subfactor, where KBR's proposal received a strength and a significant strength.¹⁹ While the protester contends that the agency evaluated its proposal and ASCEND's unequally, KBR has failed to demonstrate that the percentages and points assessed to the proposals were not based on differences in the proposals. *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, at 10 ("Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals."). Under the evaluation methodology for this procurement, and with a rating of 93 percent, the agency is incapable of awarding more than 186 points. The protester's disagreement with the evaluation, without more, is insufficient to establish that an evaluation was improper. *Mancon, LLC*, *supra*. Accordingly, we have no basis to object to the agency's scoring of proposals for the reasons advanced by KBR and we therefore find no basis on which to sustain this protest ground.

¹⁸ The SEB found KBR's proposal merited a strength for the small business subcontracting element and a significant strength for the commitment to the small business program element. AR, Tab 8.3, KBR Mission Suitability Findings at 8-13.

¹⁹ In comparison, ASCEND received two significant strengths and a weakness for a rating of excellent, an assignment of 99.5 percent, and 199 points.

Past Performance

KBR argues that NASA's past performance evaluation was unreasonable and unequal. Protest at 37-42. KBR contends that the agency improperly assigned its proposal a rating of high confidence rather than very high confidence despite the fact that KBR is the incumbent contractor on the MSOC contract, which is the predecessor to the COSMOS contract and has a nearly identical scope and complexity of work. *Id.* at 38. In addition, KBR challenges the agency's evaluation of ASCEND's proposal and argues that NASA "over-credited" it under the past performance factor because ASCEND is a new mentor-protégé JV without a record of past performance. *Id.* at 40-41. We have reviewed all the protester's allegations and find no basis to sustain the protest. We discuss a representative sample of our findings below.

Our Office will review an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, as determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. *TeleCommunication Sys., Inc.*, B-413265, B-413265.2, Sept. 21, 2016, at 7; *American Env'tl. Servs., Inc.*, B-406952.2, B-406952.3, Oct. 11, 2012, at 5. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonable evaluation ratings; an offeror's disagreement with an agency's evaluation, by itself, does not demonstrate that those judgments are unreasonable. *Cape Env'tl. Mgmt., Inc.*, B-412046.4, B-412046.5, May 9, 2016, at 8.

Here, the solicitation instructed offerors to identify up to five past contracts that demonstrate their ability to perform the COSMOS contract. Conformed RFP at 450. The RFP advised that an offeror's proposal should clearly describe what parts of the statement of work the offeror and its team members would be responsible for performing and the specific resources allocated and relied upon to perform the proposed work.²⁰ *Id.* at 451.

As noted above, the agency would evaluate proposals for "recency, relevance, and performance" and assign an adjectival rating representing the government's overall confidence in the offeror's successful performance of the contract. *Id.* at 508, 510. As relevant here, the RFP provided that the past performance of the offeror and its team members would be compared to the work proposed to be performed by the individual entity, and weighed accordingly in assigning the past performance rating. *Id.* at 508. The solicitation also provided that the past performance of a JV would be weighted more heavily than work performed by the individual JV partners. *Id.* In addition, the RFP advised that the proposed program manager's past performance would be

²⁰ The solicitation identified the following types of team members: "the prime [contractor], major subcontractors, proposed [p]rogram [m]anager, teaming partner, and/or joint venture partner." Conformed RFP at 451.

weighted less heavily than the past performance of the offeror and its major subcontractors. *Id.* The solicitation further notified offerors that the agency would also consider past performance information “independently obtained from other [g]overnment and commercial sources[.]” *Id.* at 508.

The solicitation defined each of the three aspects of the past performance factor. *Id.* at 509-510. For recency, the RFP provided that the agency would consider information within five years from the date of the final RFP. *Id.* at 510. The RFP further provided that within this five year period, performance occurring more recently would receive greater consideration in the evaluation than more distant performance. *Id.*

After determining whether the referenced contract was recent, the agency would evaluate its degree of relevance based on the size, content, and complexity of the work performed.²¹ *Id.* The RFP provided that “content” referred to “the contract’s scope of services, work, requirements, or supplies, in comparison to the requirements of this solicitation.” Among other things, contracts exhibiting all the types of services in the COSMOS statement of work would be considered more relevant. *Id.* In addition, the RFP explained the term “complexity” encompasses contracts “supporting multiple customers with changing priorities and workload while retaining a skilled workforce, managing the hazards, real-time and other operations, training, systems, and maintenance. *Id.* The past performance reference would be assessed as very relevant (“essentially the same content”); relevant (“much of the content”); somewhat relevant (“some of the content”); and not relevant (“little or none of the content”). *Id.* at 509-510.

For the assessment of the offeror’s performance of its contract reference, the solicitation provided that the agency would consider “performance quality, schedule adherence, cost control, small business subcontracting, and safety and health performance[.]” *Id.* at 510. The agency will determine the quality of the contract performance and assign one of the following adjectival ratings: excellent, very good, satisfactory, marginal, or poor/unsatisfactory. *Id.*

Evaluation of KBR’s Past Performance

KBR submitted five contract references; the agency determined that one contract--the MSOC, which is the predecessor contract--was very relevant. AR, Tab 8.4, KBR Past Performance Findings at 3, 5. The SEB determined that three of the protester’s references were relevant and one was somewhat relevant based on comparison of the scope of the effort to the scope and magnitude of effort and complexities required by the solicitation here. *Id.* at 5-6.

With regard to KBR’s record of performance, the SEB found KBR generally received adjectival ratings ranging from very good to excellent with one satisfactory rating for

²¹ As used in the ratings, the term “pertinent” is equivalent to the term “relevant.” See *id.* at 509-510; see also COS at 13.

cost control in the most recent contractor performance assessment reporting system (CPARS) report for the MSOC contract. *Id.* at 8; see also AR, Tab 11.2, SSS at 45. Furthermore, the SEB determined that the protester's proposed program manager past performance merited a rating of very good. AR, Tab 8.4, KBR Past Performance Findings at 9.

During the initial evaluation, the SEB overlooked the rating of satisfactory for cost control for the MSOC. The SEB explained its mistake to the SSA and provided her with the underlying CPARS reports. AR, Tab 11.2, SSS at 46. After considering KBR's recent past performance rating of satisfactory for cost control, the SSA concurred with the SEB's assignment of a high level of confidence for KBR's proposal and stated that she had a "[h]igh [l]evel of [c]onfidence that KBR will successfully perform the COSMOS [statement of work]." AR, Tab 11.2, SSS at 46.

During corrective action, the SEB reviewed the past performance records of all the offerors but did not seek additional past performance information. AR, Tab 15.1, Memo. to File Past Performance Corrective Action at 1; COS at 40. The SEB discovered a clerical error in the narrative for KBR's evaluation findings, which cited the ratings from the CPARS evaluation period 10/01/2022-09/30/2023 as the most recent performance ratings for consideration instead of the ratings for the period of 10/1/2023-09/29/2024. *Id.* NASA updated the narrative evaluation findings during corrective action to correct the clerical error; this change to the narrative did not alter KBR's underlying adjectival rating for past performance.²² *Id.* at 2; COS at 42.

Our review of the record shows that the SEB assessed KBR's past performance contract references consistent with the solicitation's evaluation criteria. The SEB found that KBR's past performance as the incumbent generally received ratings of exceptional and very good on its CPARS ratings, with one recent rating of satisfactory under cost control, and therefore merited a rating of very good for performance with a high level of confidence. As the SSA noted, KBR mostly received ratings of exceptional for the MSOC when the contract operated under a fixed fee model but when the contract was converted to an award fee model, KBR's quality of performance decreased and most of its ratings were very good, with one rating of satisfactory for cost control. AR, Tab 11.2, SSS at 46. Even with one rating of satisfactory for performance quality, KBR received a rating of a high level of confidence. We find nothing objectionable regarding the agency's evaluation following corrective action. Contrary to KBR's position, it is not entitled to the highest past performance rating simply because, as the incumbent on the predecessor contract, it has the most relevant past performance. *ABSG Consulting, Inc.*, B-407956; B-407956.2, Apr. 18, 2013, at 6 (denying protest that agency was

²² Even if the adjectival rating had changed because of the reevaluation during corrective action, it would not establish that the agency's evaluation was unreasonable. As stated above, the fact that an agency's reevaluation varies from an original evaluation does not constitute evidence that the reevaluation was unreasonable. *Mancon, LLC, supra.*

required to evaluate the incumbent contractor's past performance as superior to the other offerors simply because its past performance is the most relevant). Accordingly, we find that the agency's past performance evaluation of KBR's proposal was reasonable and we deny the protest ground.

Evaluation of ASCEND's Past Performance

Next, we turn to the protester's challenge to NASA's evaluation of ASCEND'S past performance. KBR essentially argues that the agency failed to assess the risk of unsuccessful performance by ASCEND and asserts that as a mentor-protégé JV without any past performance record, it was unreasonable for the agency to have assigned ASCEND a rating of high confidence. Protest at 40-41.

As noted above, ASCEND is a small business mentor-protégé JV consisting of Aerodyne, the small business JV managing partner and Jacobs, a large business. Under the JV, Aerodyne will perform 55 percent of all the contract work and Jacobs will perform 45 percent of all the contract work. AR, Tab 7.2D, ASCEND Responsibility Consideration Proposal at 13. As a newly formed JV, ASCEND did not have a record of past performance and therefore, the SEB evaluated the four contracts submitted by the JV members and one contract on which NASA independently obtained information as permitted by the solicitation. AR, Tab 8.2, ASCEND Past Performance Findings at 5; Conformed RFP at 508. The SEB found all of ASCEND's contracts to be recent. AR, Tab 8.2, ASCEND Past Performance Findings at 11.

The RFP provided that for JVs without past performance, the past performance for each JV member would be evaluated. Conformed RFP at 510. The SEB analyzed the roles proposed for each JV member in conjunction with their respective contract references. In this regard, Aerodyne submitted two contracts that it performed as a subcontractor and the SEB found these contracts to be somewhat relevant because the size of the contracts were smaller than the size of the COSMOS contract in both value and personnel and because Aerodyne's subcontract in relation to the COSMOS contract involved only some of the content and complexity as COSMOS.²³ AR, Tab 8.2, ASCEND Past Performance Findings at 5-6. The SEB found that Aerodyne's performance for its two contracts were rated as excellent. *Id.* at 8-9.

For the five contracts evaluated for Jacobs, the SEB rated two of its contracts as very relevant because both contracts involved much of the content, complexity and size of the COSMOS contract, and assigned these two contracts a rating of very good for their

²³ For both contracts, the SEB found that the contracts themselves were essentially the same as the COSMOS contract with regard to content, complexity, and size. AR, Tab 8.2, ASCEND Past Performance Findings at 5-6.

quality of performance.²⁴ *Id.* at 6, 9. In addition, the SEB assigned two of Jacobs' contracts a rating of somewhat relevant with excellent performance and assigned one contract a rating of relevant with satisfactory performance. *Id.* at 6-7.

In addition, the SEB found that ASCEND's proposed program manager merited a rating of excellent overall. *Id.* at 11. The proposed individual is an employee of Aerodyne with recent and relevant past performance, and the quality of his performance as a program manager was rated as excellent. *Id.* at 10-11.

The SEB noted that ASCEND's "past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance." *Id.* at 11. The SEB concluded that ASCEND's past performance based on its two JV members was "highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements." *Id.* The SSA agreed with the SEB that ASCEND's proposal merited a high level of confidence that ASCEND would successfully perform the contract requirements. *Id.* at 11; AR, Tab 11.2, SSS at 44.

We have reviewed the record and find the agency's evaluation of ASCEND to be unobjectionable. The record demonstrates that the agency evaluated ASCEND's past performance consistent with the evaluation criteria and that ASCEND's JV members have strong past performance on recent contracts with relevant experience involving similar content, complexity, and size as the COSMOS contract. While the solicitation advised "past performance of an existing joint venture will be weighted more heavily than work performed by its joint venture partners separately[.]" nothing in the solicitation precluded a JV without a past performance history from receiving a rating of high confidence based on the past performance history of its members. Conformed RFP at 508.

In sum, KBR's challenge to NASA's evaluation reflects a misguided belief that the incumbent contractor is entitled to a better past performance rating simply because it is the incumbent. This disagreement with the agency's reasonable analysis is insufficient to render the evaluation unreasonable. Accordingly, we find no basis on which to sustain this protest ground.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

²⁴ ASCEND submitted three contracts for Jacobs' past performance. AR, Tab 7.2B, ASCEND Past Performance Proposal at 20-31. The SEB evaluated the past performance of two additional contracts Jacobs performed, information about which the agency independently obtained as permitted under the solicitation. AR, Tab 8.2, ASCEND Past Performance Findings at 6-7, 9; see also Conformed RFP at 508.