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Decision

Matter of: Ball Aerospace & Technologies Corp.

File: B-411359; B-411359.2

Date: July 16, 2015

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DIGEST

1. Protest that awardee's proposal violated solicitation's funding profile limitations is denied where the plain language of the solicitation did not prohibit the awardee's approach.
 2. Protest challenging agency's evaluation of past performance is denied where agency's evaluation conclusions are reasonable and consistent with the terms of the solicitation.
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DECISION

Ball Aerospace & Technologies Corp. (Ball), of Boulder, Colorado, protests the National Aeronautics and Space Administration's (NASA) issuance of a delivery order to Orbital Sciences Corporation (Orbital), of Dulles, Virginia, under an unnumbered request for offers (RFO) for three spacecraft buses to support the Joint Polar Satellite System (JPSS). Ball contends that Orbital's proposal violated the terms of the solicitation and that the evaluation of proposals was unreasonable.

We deny the protest.

BACKGROUND

The Joint Polar Satellite System (JPSS) program is a multi-mission cooperative program between NASA and the National Oceanic and Atmospheric Administration (NOAA) to design, develop, and fly the next series of polar-orbiting environmental-sensing satellites. Contracting Officer's Statement (COS) at 3. Ball was awarded a noncompetitive delivery order in 2010 for the JPSS-1 mission, which is still under development.¹ Id. at 6-7.

The RFO here was issued to contract holders under the Rapid Spacecraft Acquisition (RAPID III) indefinite-delivery/indefinite-quantity contracts.² COS at 4. Ball and Orbital are both contract holders under the RAPID III contract, which was designed to serve as a fast and flexible government-wide procurement tool for proven spacecraft designs and spacecraft components. Id.

The RFO provided that the evaluation would be conducted in accordance with Federal Acquisition Regulation (FAR) § 16.505(b), and sought proposals to provide spacecraft for the JPSS-2 mission, as well as options for the JPSS-3 and JPSS-4 missions. RFO at 326, 1033.³ The RFO provided that a fixed-price delivery order would be issued based on consideration of three evaluation factors: past performance, mission suitability, and price. Past performance was to be evaluated on a pass/fail basis. Mission Suitability and price were approximately equal in importance. RFO at 324. The delivery order was to be issued to the offeror receiving a rating of "pass" for past performance and representing the best-value to the government. Id.

As relevant here, the RFO required that offerors propose a spare parts program as follows:

¹ The JPSS-1 mission includes some, but not all, of the requirements under this procurement. COS at 6. Instrument differences and other requirements changes will require changes in design from the JPSS-1 satellite. Id. at 7.

² Only RAPID III contract holders that participated in a JPSS-2 Spacecraft Accommodation Study were eligible to compete for this delivery order. Four RAPID III contract holders, including Ball and Orbital, participated in the study. COS at 5.

³ NASA submitted its agency report (AR) with Bates numbers; citations to the agency report (AR) use the Bates numbers assigned by the agency.

4.3.1.8 Spare Parts Program

SOW-67. The Contractor shall provide a Sparing Plan for approval by the Government in accordance with . . . Program Management Plan.

SOW-68. The Contractor shall develop a Spacecraft sparing plan that minimizes the risk of a major schedule delay defined as greater than 3 months in the event of a part or component failure or inadvertent damage during assembly or testing based on the Contractor’s historical experience, current practices, and lessons learned from similar missions.

RFO at 369.

The solicitation instructed offerors to submit fixed prices for the: basic mission (JPSS-2); option 1 (JPSS-3); and option 2 (JPSS-4). RFO at 1033. The RFO also required offerors to provide fixed prices for possible anticipated changes (pre-priced changes), including for example: instrument late delivery (18 months), instrument late delivery (monthly rate), additional ambient test, additional vacuum test, additional monthly storage (monthly rate), and change of launch vehicle. RFO at 1034.

The solicitation further required offerors to propose milestone-based payment schedules for the basic delivery order and the two options. Specifically, the RFO contained a performance-based payment schedule that was to be completed by the offerors, which would link payments to certain milestone events. An excerpt from the schedule is shown below:

Table G-I.1 Basic Delivery Order Performance Based Payment Schedule

Months	Milestone Payment Event	Payment Percent	Payment Amount	Cumulative Payment
TBP	Kick-off Meeting	1%	\$TBP	\$TBP ^[4]
TBP	Spacecraft Critical Design Review (CDR)	2%	\$TBP	\$TBP
TBP	Structure Build and Test Complete	5%	\$TBP	\$TBP
TBP	Integration Readiness Review (IRR)	10%	\$TBP	\$TBP
TBP	Instrument #1 Integration Complete	2%	\$TBP	\$TBP
TBP	Instrument #2 Integration Complete	2%	\$TBP	\$TBP

RFO at 960.

⁴ The RFO specified that “TBP” meant “to be proposed.” RFO at 960.

Offerors were permitted to propose their own payment schedules, within the limits set forth in the RFO. Specifically, the RFO specified that the payment milestones and schedule “shall not exceed 100% of the Total Spacecraft Price for each Satellite order (Basic Delivery Order, Option 1, and Option 2),” RFO at 960, and that “[t]he cumulative payment percentage for any calendar year must not exceed the Cumulative Funding Profile . . . of Attachment J, Funding Profile.” Id.

The RFO’s Attachment J further limited the cumulative percentage of the total price that could be proposed as milestone payments over time. For example, the Attachment J funding profile for the basic delivery order provided:

Table J-1 Basic Delivery Order Cumulative Funding Profile

Calendar Year	2015	2016	2017	2018	2019	2020
Cumulative Funding (% of Total Spacecraft Price, Basic)	9%	27%	56%	78%	85%	100%

RFO at 993.

The RFO specified that “Table J-1 does not include any funding for . . . the Options for additional spacecraft;” instead, the limits on cumulative funding for offerors’ option prices were set forth in two separate tables, directly below Table J-1. RFO at 993. These tables provided similar funding profiles regarding the distribution of payments for option 1 and 2 fixed prices as follows:

Table J-2 Option 1 Cumulative Funding Profile

Calendar Year	2020	2021	2022	2023	2024
Cumulative Funding (% of Total Option 1)	25%	50%	75%	85%	100%

Table J-3 Option 2 Cumulative Funding Profile

Calendar Year	2024	2025	2026	2027	2028
Cumulative Funding (% of Total Option 2)	25%	50%	75%	85%	100%

RFO at 993.

With regard to price, the RFO specified that the agency would evaluate the proposals as follows:

The Government will evaluate the Total Proposed Firm Fixed Price which is equal to the Total Spacecraft Price for the Basic DO [delivery order] and both Options, plus the Total Pre-Priced Change Price for the Basic DO [delivery order] and both Options. A price analysis will be conducted, as described in FAR Part 15.404-1(b), on

the Offeror's Total Proposed Firm Fixed Price. This analysis is done to ensure that a "fair and reasonable" price is paid by the Government.

RFO at 1044.

As noted, the RFO provided for a limited, pass/fail consideration of past performance. Offerors were not to submit past performance proposals. RFO at 1022. Rather, the RFO stated that, following proposal receipt, the contracting officer would review the Past Performance Retrieval System (PPIRS) to locate relevant past performance information for the offerors "since March 31, 2010, the date of the master contract award." RFO at 1043. If the agency located adverse past performance information, it would contact the offeror and allow it to provide a written response addressing the adverse information. Id. The RFO stated that an offeror would receive a rating of fail:

only in the event that its relevant past performance history since March 31, 2010 reflects significant performance issues (e.g. spacecraft failures, extensive contractor caused delays) which were inadequately explained in their written response.

RFO at 1043.

Two offerors, Ball and Orbital, submitted proposals in response to the RFO. COS at 7.

With regard to the mission suitability factor, Ball's proposal earned three significant strengths and seven strengths, while Orbital's earned one significant strength and seven strengths. In evaluating mission suitability, the evaluators noted that the two offerors took different approaches to the RFO's requirement for a spare parts (sparing) strategy. Ball's approach relied on "residual items" from the JPSS-1 mission and "engineering model" spacecraft components, as well as relationships with parts suppliers to ensure that spare parts would be provided within an acceptable time frame to minimize schedule impact. See COS at 28; AR, Tab 16, Ball Final Mission Suitability Proposal, at 2494-2498. Ball's plan also envisioned procuring certain additional parts to serve as spares. Id. at 2495. The Source Evaluation Board (SEB) noted that Ball's plan primarily relied on the availability of parts from suppliers and "residual items," and concluded that, while not warranting a strength, the plan was "marginally acceptable." COS at 29.

Orbital, on the other hand, proposed a "dual use" spare parts plan, under which Orbital would buy one complete set of spare parts (an extra "shipset") that would be readily available to address the need for spares for the JPSS-2. COS at 30, 59; Supp. AR at 11; AR, Tab 18, Orbital Final Mission Suitability Proposal, at 2811, 2817. To the extent these spare parts are not used on JPSS-2, Orbital's proposal

stated that they could be used on JPSS-3 and JPSS-4, reducing the price associated with those options. In evaluating this plan, the SEB concluded that it represented a significant strength because the plan greatly reduced technical and schedule risk. AR, Tab 24, Briefing Slides, at 3181.

With regard to past performance, the agency reviewed three PPIRS reports for Orbital and one for Ball. The PPIRS reports for both contractors included a range of performance ratings, including ratings of unsatisfactory, marginal, satisfactory, and very good. Specifically, the PPIRS reports for Orbital each included a rating of unsatisfactory for schedule, and two included ratings of marginal for cost control. AR, Tab 23, Orbital PPIRS, at 2, 7, 12. Similarly, the PPIRS for Ball included two ratings of unsatisfactory, with one unsatisfactory rating in cost control and the other in subcontract management. Ball’s PPIRS report also included a rating of marginal for management. AR, Tab 22, Ball PPIRS, at 3. After reviewing these PPIRS reports for the offerors, the SEB concluded that both offerors would receive a past performance rating of “pass.”

Finally, with regard to price, the evaluators reviewed each offeror’s price proposal and concluded that they were “confident that each of the offerors can accomplish the required work for the offered price.” AR, Tab 21, Final Price Analysis Report, at 3096. The offerors’ final proposed prices were as follows:

Proposed Price (in millions)				
	Basic	Option 1	Option 2	Total
Ball	\$227.2	\$154.8	\$163.3	\$545.3
Orbital	\$253.2	\$130.2	\$86.5	\$469.9

AR, Tab 21, Final Price Analysis Report, at 2.

In comparing the proposals, the source selection authority (SSA) considered that, while “[Ball]’s proposal offered a discernable technical advantage over [Orbital]’s in the Mission Suitability Factor,” Orbital’s total proposed fixed price was significantly lower than Ball’s. AR, Tab 25, Source Selection Decision Document (SSDD), at 3227. In this regard, the SSA further considered the following pricing risk associated with Orbital’s proposal:

In studying the pricing break-down, I also noted that [Orbital]’s proposed Basic Price was somewhat higher than the Basic Price proposed by [Ball]. While I noted that the higher proposed basic price offered by [Orbital] does create some risk that the Government would pay a higher price if the options are not exercised, the overall

price advantages associated with [Orbital]'s proposal outweigh this risk, particularly in light of the RFO's specific instruction that the selection be based on the Total Proposed Firm Fixed Price, which includes options.

Id.

Overall, the SSA concluded that the significant price savings offered by Orbital's proposal "significantly outweigh[ed]" the technical advantage of Ball's proposal and the price risk of Orbital's proposal in the event that the options are not exercised. Id. Therefore, the SSA selected Orbital's proposal for issuance of the delivery order. This protest followed.⁵

DISCUSSION

Ball contends that Orbital's proposal violated the terms of the solicitation and that the evaluation of proposals was unreasonable. While our decision does not address every argument raised by the protester, we have considered all of the protester's assertions and find that none furnish a basis for sustaining the protest.

In reviewing protests of an agency's evaluation and source selection decision, even in a task or delivery order competition as here, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. Diamond Info. Sys. LLC, B-410372.2, B-410372.3, Mar. 27, 2015, 2015 CPD ¶ 122 at 7; ACCESS Sys., Inc., B-400623.3, Mar. 4, 2009, 2009 CPD ¶ 56 at 7. Our Office will review evaluation challenges to task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. Alion Sci. & Tech. Corp., B-410666, Jan. 22, 2015, 2015 CPD ¶ 91 at 6; Logis-Tech, Inc., B-407687, Jan. 24, 2013, 2013 CPD ¶ 41 at 5; Bay Area Travel, Inc., et al., B-400442 et al., Nov. 5, 2008, 2009 CPD ¶ 65 at 9. A protester's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. Alion Sci. & Tech. Corp., supra; STG, Inc., B-405101.3 et al., Jan. 12, 2012, 2012 CPD ¶ 48 at 7.

⁵ Since the value of the delivery order issued to OSC is approximately \$470 million, this procurement falls within our jurisdiction to hear protests related to the issuance of task and delivery orders issued under multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contracts valued in excess of \$10 million. See 10 U.S.C. § 2304c(e)(1)(B).

Funding Profile

As an initial matter, Ball contends that Orbital's proposal should have been rejected as unacceptable due to its "dual use" spare parts plan, under which Orbital would buy one complete set of spare parts (an extra "shipset"), which could be used as spare parts for the basic satellite, and, if unused as spares, would then be applied to the option spacecraft. Protest at 15-18; Protester's Comments at 4-10. Specifically, Ball contends that the "RFO expressly prohibited offerors from including costs for the Option 1 spacecraft in the funding profile for the Basic delivery order spacecraft," and that therefore Orbital's proposal to buy during performance of the basic requirement a set of spare parts which could be applied to the option spacecraft if not used as spare parts for the basic satellite, was inconsistent with this solicitation limitation. Protester's Comments at 10. As support for its interpretation of the RFO, Ball cites the following prefatory language of Table J-1: "Table J-1 does not include any funding for . . . the Options for additional spacecraft." RFO at 993.

Where a dispute exists as to the actual meaning of a particular solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all its provisions; to be reasonable, an interpretation of a solicitation must be consistent with such a reading. Raytheon Co., B-404998, July 25, 2011, 2011 CPD ¶ 232 at 17; The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 34.

Here, we find Ball's interpretation to be inconsistent with the plain language of the solicitation. It is clear from the caption to Table J-1 ("Table J-1 Basic Delivery Order Cumulative Funding Profile"), as well as the text in the table ("Cumulative Funding (% of Total Spacecraft Price, Basic)"), that Table J-1 simply governs the maximum percentage of the offeror's price for the basic order that can be recovered through milestone payments each year. As indicated in the text above the table ("Table J-1 does not include any funding for Pre-Priced Changes, nor the Options for additional spacecraft"), any payments under the milestones applicable to the option 1 or option 2 spacecraft were governed by Table J-2 and Table J-3, respectively, and not Table J-1. Thus, offerors could not propose that milestone payments made toward the price of the basic requirement be applied toward the price of the options, or that milestone payments made toward the price of the options be applied toward the price of the basic requirement.

Further, Ball's argument that the Table J-1 percentages can be read as a limitation on the allocability of costs associated with an offeror's prices for the basic requirement is inconsistent with the language of Table J-1, which refers to "% of Total Spacecraft Price, Basic," that is, price, not cost. Not only does the table itself make no reference to the costs of the basic spacecraft, nothing elsewhere in the solicitation indicates that the agency would "go behind" an offeror's proposed "Total Spacecraft Price, Basic" to determine whether any portion of that price could

potentially be for work that might be allocable to an option satellite. In this regard, this procurement was conducted on a fixed-price basis; accordingly, the solicitation did not require offerors to provide the detailed cost information needed for determining the allocability of costs, but instead only required “minimal pricing data.” AR at 10; see RFO at 1033-35. Thus, we agree with the agency that nothing in Table J-1 precluded Orbital’s “dual use” approach of buying a set of spare parts which could be used as spare parts for the basic satellite, and, if unused as spares, would then be applied to the option spacecraft.

Past Performance

Ball next contends that the agency unreasonably concluded that the awardee’s past performance warranted a rating of “pass” for past performance under the RFO’s pass/fail evaluation scheme. As noted, the RFO stated that an offeror would receive a rating of fail “only in the event that its relevant past performance history since March 31, 2010 reflects significant performance issues (e.g. spacecraft failures, extensive contractor caused delays).” RFO at 1043. Ball argues that the awardee experienced performance problems with respect to two spacecraft, which Ball contends should have resulted in a rating of “fail” for past performance and the elimination of Orbital’s proposal from the competition. Protest at 10-15. As additional support for its assertion that Orbital should have received a rating of fail, Ball points to the fact that Orbital’s Past Performance Retrieval Information System (PPIRS) reports included ratings of unsatisfactory in some categories.

Where a solicitation requires the evaluation of offerors’ past performance, we will examine an agency’s evaluation to ensure that it was reasonable and consistent with the solicitation’s evaluation criteria. Recogniti, LLP, B-410658, Jan. 21, 2015, 2015 CPD ¶ 49 at 4; see TriWest Healthcare Alliance Corp., B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 24. An agency’s evaluation of past performance is a matter of agency discretion which we will not disturb unless the agency’s assessments are unreasonable or inconsistent with the solicitation criteria. Recogniti, LLP, supra; see Presidio Networked Solutions, Inc., et al., B-408128.33 et al., Oct. 31, 2014, 2014 CPD ¶ 316 at 14; AT&T Gov’t Solutions, Inc., B-406926 et al., Oct. 2, 2012, 2013 CPD ¶ 88 at 15-16. In assessing past performance, it is proper for the agency’s evaluation to reflect the totality of an offeror’s prior contract performance, and an agency may reasonably assign a satisfactory rating to an offeror despite the fact that portions of its prior performance have been unsatisfactory. Nuclear Production Partners LLC; Integrated Nuclear Production Solutions LLC, B-407948 et al., Apr. 29, 2013, 2013 CPD ¶ 112 at 18-19.

Landsat 8 Program

As the first instance of alleged negative past performance, Ball contends that Orbital misapplied battery power during the integration and test phase of the Landsat 8⁶ spacecraft program, which damaged spacecraft electronics and resulted in a high likelihood of damage to electronic components on the Operational Land Imager (OLI) instrument, leading to a 2-month delay in the program. Protest at 10-11. According to the protester, the chair of the SEB for the procurement here was involved in the Landsat 8 program and thus familiar with the problems experienced by Orbital. Ball concludes that Orbital's performance problems on the Landsat 8 program should have resulted in Orbital's elimination from the competition on the basis of unacceptable past performance. Protest at 12.

The record, however, does not support the protester's claim that the problems experienced in the Landsat 8 program and Orbital's role in those problems amounted to the "significant performance issues (e.g. spacecraft failures, extensive contractor caused delays)" that the solicitation indicated could warrant a rating of "fail." RFO at 1043. In this regard, the SEB Chair, who also served as the observatory manager on the Landsat 8 program, provided the following information in a signed statement:

[Ball's] protest conveys an implication that this incident was the result of a failure by Orbital Science Corporation (OSC) to follow established test procedures. In fact, the inadvertent power application was due to an accidental battery short, created by a combination of circumstances, not a failure to follow established procedures. Further, while the spacecraft did suffer some damage, and required additional testing to negate or eliminate the possibility that other damage had occurred, there is no known technical impact or degradation of spacecraft or Operational Land Imager (OLI) instrument performance resulting from the voltage incident. There was no schedule impact to the launch, or increase in the price of the Landsat 8 fixed price delivery order. Despite what might be inferred from the protestor's brief, this incident did not involve the integration of the OLI. After the incident, [Ball] verified that damage to the OLI due to the incident was highly improbable. Since the spacecraft became operational in 2013, there have been no indications of degradation of performance to either the spacecraft or the OLI instrument attributable to this incident.

COS, Attach. C, Declaration of SEB Chair, at 1. The record indicates that the SEB shared information about the "voltage incident" on Landsat 8 with the voting

⁶ Landsat 8 refers to the Landsat Data Continuity Mission (LDCM). COS, Attach. C, Declaration of SEB Chair, at 1.

members of the evaluation team, which concluded that it did not constitute an incident of sufficient gravity or concern to rise to the level of considering a past performance rating of fail. COS at 61; COS, Attach. C, Declaration of SEB Chair, at 1-2. Instead, the members of the team concluded that the incident was “typical of integration and test occurrences that are not unexpected in the development of any complex flight system.” COS, Attach. C, Declaration of SEB Chair, at 2. Based on our review of the record here, we find no basis to question the agency’s conclusions in this regard.

ICESat-2 Program

As the second instance of alleged negative past performance, Ball contends that Orbital encountered “significant performance mishaps” on the ICESat-2⁷ spacecraft. Protest at 13. Specifically, Ball cites publicly available information as demonstrating that the ICESat-2 program experienced several defects, such as parts failures and board layout errors. Id. Ball contends that these “mishaps” should have resulted in Orbital’s elimination from the competition on the basis of unacceptable past performance. In response to the protest, the observatory manager for the ICESat-2 program, who also serves as the contracting officer’s representative on Orbital’s ICESat-2 delivery order, submitted a signed statement responding to the protester’s claims. In this regard, the observatory manager reported that, while Orbital has experienced some issues in performance of the contract, Ball’s characterization of the issues as significant mischaracterizes the situation. Specifically, the observatory manager described the issues encountered on the ICESat-2 program as follows:

[T]hey are not so significant as to make this effort stand out as more problematic than other similar spacecraft developments. On the contrary, they are quite typical and generally expected as part of a complex I&T [integration and test] effort. The identified risk was satisfactorily addressed by [Orbital] with no cost or schedule impacts to the ICESat-2 mission.

COS, Attach. B, Declaration of ICESat-2 Observatory Manager, at 1. Significantly, the observatory manager stated that issues encountered by OSC on this project resulted in “no cost or schedule impacts” to the program. Id.

As noted, the RFO stated that only “significant” performance issues, such as spacecraft failures or “extensive” contractor caused delays, could result in a past performance rating of fail. RFO at 1043. Given that the protester has failed to demonstrate that OSC experienced performance issues rising to the level of a “significant” performance problem as specified by the RFO, we see no basis to

⁷ ICESat-2 refers to NASA’s Ice, Cloud and Land Elevation Satellite-2.

question the agency's conclusion here that the problems on this effort did not warrant a rating of fail.⁸

GEMS Program

Finally, the protester contends that because the PPIRS reports for Orbital's performance on the Gravity and Extreme Magnetism Small Explorer (GEMS) spacecraft program included three ratings of "unsatisfactory," this demonstrates that Orbital had adverse past performance. Protester's Comments & Supp. Protest at 26 (citing AR, Tab 23, OSC PPIRS, at 2, 7, 12).

The record, however, indicates that Ball, itself, had unsatisfactory ratings in its own PPIRS reports for a relevant contract. Specifically, a PPIRS report for the protester's performance of the Space Test Program-Standard Interface Vehicle (STP-SIV) program included two ratings of unsatisfactory and a rating of marginal in a single rating period. AR, Tab 22, Ball PPIRS, at 3125. In this regard, the PPIRS report criticized Ball in the areas of cost, management, and subcontract management. With regard to cost control, Ball received a rating of unsatisfactory, with the PPIRS report noting that the estimated cost of completion of the contract would be "[DELETED]." Id. at 3127. The PPIRS report further noted that "[DELETED]." Id. In addition, Ball received a rating of unsatisfactory in the area of subcontract management, with the report stating that Ball's subcontractor did not have the capabilities to perform all of their subcontractor requirements, and noting "[DELETED]" and inability to control its subcontractor. Id. at 3127. Finally, Ball received a marginal rating in the area of management. Id.

Despite the fact that both offerors had a few ratings of unsatisfactory in their PPIRS reports, the agency concluded that none of these issues were sufficient to result in a

⁸ The contracting officer states that, in responding to the protest, she discovered one PPIRS report for the ICESat-2 program that was in existence at the time of the evaluation and was inadvertently overlooked during the assessment of Orbital's past performance. COS at 62. This PPIRS report contains seven ratings of "very good," as well as positive narrative descriptions of Orbital's performance. COS, Attach. D, PPIRS Reports, at 2. For example, the report states that Orbital performed several activities ahead of schedule, resulting in a benefit to the government. Id. The report also references a "very successful" spacecraft requirements review, and notes that Orbital effectively addressed the agency's technical concerns in several areas. Id. Although the agency failed to consider this PPIRS report, which was, under the terms of the RFO, relevant to an assessment of Orbital's past performance, we conclude that the agency's failure to consider it did not result in competitive prejudice. That is, the favorable ratings and complimentary narrative in this PPIRS support, rather than refute, the agency's conclusion that Orbital's past performance merited a rating of pass.

past performance rating of fail. AR, Tab 24, Evaluation Briefing Slides, at 3193; COS at 62. Since both offerors were treated equally in this regard, and Ball has failed to demonstrate competitive prejudice resulting from the agency's approach, we see no basis to sustain the protest on this ground. Language Servs. Assocs., Inc., B-297392, Jan. 17, 2006, 2006 CPD ¶ 20 at 12; Oceaneering Int'l, Inc., B-287325, June 5, 2001, 2001 CPD ¶ 95 at 15. In sum, we find that the agency reasonably concluded that OSC's past performance did not include the "significant" performance issues which would warrant a rating of fail.⁹

Mission Suitability

Ball also challenges the agency's evaluation of proposals under the mission suitability factor.¹⁰ For example, Ball contends that it should have received a

⁹ Ball also argues that the agency failed to allow Orbital an opportunity to explain its alleged adverse past performance on the ICESat-2 program. Protester's Supp. Comments at 14-16. However, we note that the solicitation's provision allowing an offeror to provide justifications or explanations for adverse past performance information, similar to the opportunity to address adverse past performance information provided under Federal Acquisition Regulation § 15.306(b)(4), was for the benefit of the offeror to whom the adverse past performance information was attributed. Therefore, Ball's complaint that the agency failed to request a written explanation from Orbital regarding the ICESat-2 program fails to state a valid basis of protest. Moreover, we note that under the RFO, only past performance information so adverse that it could potentially result in the offeror's elimination from the competition was required to be addressed. In this regard, the record indicates that the agency did not request written explanations where the adverse past performance did not, in the evaluators' views, rise to the level of potentially resulting in a rating of fail. See AR, Tab 22, Ball PPIRS Reports, at 3125.

¹⁰ Ball's initial protest included a 16-page list of "expected" strengths and significant strengths that Ball believed should have been attributed to its proposal, and "expected" weaknesses that Ball believed should have been attributed to Orbital's proposal. Protest, Exh. 12, at 1-16. The agency report substantively responded to each of these allegations. See e.g., COS at 17-55. In its comments following receipt of the agency report, Ball argues generally that the agency's conclusions are not contained in the contemporaneous record. However, an agency is not required to document the negative--that is, there is no requirement to document each aspect of an offeror's proposal that evaluators conclude does not warrant the assignment of a strength or weakness. See The Walsh Federal, LLC, B-410316, Oct. 20, 2014, 2014 CPD ¶ 348 at 4. Beyond these general arguments, Ball substantively commented on only two alleged flaws in the mission suitability evaluation. We address one of these arguments above. We have reviewed the other allegation and find that it also does not provide a basis to question the agency's evaluation.

significant strength for its experience in interface management and implementation due to its experience on its JPSS-1 contract, which the protester contends involved an interface that was “essentially identical” to that required under this procurement. Protest Exh. 12, List of Expected Strengths, at 9; see Comments at 21-23.

In reviewing a protest challenging an agency’s technical evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion, since the agency is responsible for defining its needs and the best method of accommodating them. Research & Dev. Solutions, Inc., B-410581, B-410581.2, Jan. 14, 2015, 2015 CPD ¶ 38 at 9. Rather, we will review the record only to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Research & Dev. Solutions, Inc., *supra*; see Nuclear Production Partners LLC; Integrated Nuclear Production Solutions LLC, *supra* at 21. A protester’s disagreement with the agency’s judgment does not establish that the evaluation was unreasonable. Computer Sci. Corp., B-409386.2, B-409386.3, Jan. 8, 2015, 2015 CPD ¶ 34 at 4; see Teknion LLC, B-407989, B-407989.2, May 8, 2013, 2013 CPD ¶ 209 at 3.

Here, our review of the record provides no basis to question the agency’s evaluation under the mission suitability factor. In this regard, the contracting officer maintains that Ball’s experience on the JPSS-1 contract did not warrant assigning a strength for interface management and implementation under this procurement. Specifically, the contracting officer notes that, while Ball supported interfaces with instruments on the JPSS-1 contract, it did not formally manage the instrument interfaces. COS at 36-37; Decl. of SEB Chair at 2. In contrast, the RFO here requires interface management that will require coordination between several organizations, including NASA, NOAA, and many commercial and government instrument providers. Decl. of SEB Chair at 2. In this regard, the RFO states that the successful contractor will be responsible for “the establishment, coordination, preparation, release, maintenance, and configuration management of” all the spacecraft-to-instrument interface control documents, as well as the data format and ground interface control documents. RFO at 383; see Decl. of SEB Chair at 2.

The SEB Chair further explains that, on Ball’s JPSS-1 contract:

[T]he government performs the role of negotiator and allocator of margins (e.g. mass, power, thermal). [Ball]’s current role on JPSS-1 for interface management is chiefly to protect its own interests.

Supp. Decl. of SEB Chair at 3. The SEB Chair notes that this role is “substantially different” than the technical leadership role required on JPSS-2.” Id.

In addition, the contracting officer reports that not only will several of the instrument electrical interfaces not be the same as for JPSS-1, but, the extended instrument

deck is a new design for JPSS-2 and the instruments will be mounted in different locations, resulting in changes to the radiative thermal environment which could also require changes to the thermal design. COS at 37. Further, the new JPSS-2 instrument deck may have a different mechanical stiffness than the JPSS-1 deck, which could impact jitter environment and affect instrument pointing stability, alignment stability, and budgets. The contracting officer explains that these differences between the JPSS-1 contract and JPSS-2 decrease the utility of Ball's experience on the incumbent contract. Id. at 38.

Based on this record, we find that the evaluators reasonably concluded that Ball's proposal met the solicitation's requirements with regard to interface management and implementation, but did not warrant the assignment of a strength or significant strength. Further, having considered all of Ball's arguments in this regard, we find the agency's evaluation under the mission suitability factor to be reasonable.

The protest is denied.

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General Counsel