



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Benchmark Security, Inc.

File: B-247655.2

Date: February 4, 1993

Thomas C. Wheeler, Esq., Mark A. Riordan, Esq., and Patricia A. Wentworth, Esq., Pettit & Martin, for the protester. Richard J. Webber, Esq., Arent, Fox, Kintner, Plotkin & Kahn, for Wackenhut Services, Inc., an interested party. Allen W. Rigsby, Jr., Esq., Department of Energy, for the agency.

Guy R. Pietrovito, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. The source selection official in a negotiated procurement is not bound by the recommendations and evaluation judgments of the lower-level evaluation board, and may properly conduct his own independent evaluation of proposals.
2. In a negotiated procurement in which offerors were informed that the firms' experience in managing comparable facilities and in providing similar services would be evaluated, the source selection official (SSO) could properly consider the incumbent's specific experience since such specific experience was intrinsically related to the general experience evaluation factors; the SSO could reasonably select the incumbent's proposal as the most advantageous to the government based upon the incumbent's specific experience advantage where the proposals were otherwise essentially technically equivalent and the firms' evaluated costs were essentially equivalent.
3. Protest that the agency did not conduct meaningful discussions with the protester concerning its experience is denied where, although the agency was concerned with some aspects of the protester's experience, the protester's proposal was found technically acceptable and its overall experience viewed as good and not to be a significant weakness.

DECISION

Benchmark Security Inc. protests the award of a contract to Wackenhut Services Inc. under request for proposals (RFP) No. DE-RP34-92RF00283, issued by the Department of Energy, for protective services at the Rocky Flats Plant in Golden, Colorado. Benchmark contends that the award selection was improperly based upon incumbency.

We deny the protest.¹

The RFP, issued on December 19, 1991, contemplated the award of a cost-plus-award-fee, management and operating (M&O) contract² for protective services at the Rocky Flats Plant for a 3-year base period and 2 option years. The protective force contractor will provide protection for special nuclear material, the government's facility and property, and Rocky Flats's personnel. The primary M&O contractor at Rocky Flats is EG&G, Inc., which is responsible for all management and operation services other than security.

Rocky Flats's primary mission, until recently, was to produce plutonium triggers for nuclear weapons. Production of nuclear weapons components at Rocky Flats ceased in 1989, due to environmental, safety and health concerns, and was never restarted. On January 28, 1992, the government ceased production of all nuclear weapons indefinitely, and Energy determined that the mission of Rocky Flats would be changed from production of nuclear weapons components to environmental restoration and decontamination, and economic development.

The RFP, as amended, provided a detailed statement of work to perform the necessary services, and also provided offerors with the current agreement between the incumbent protective forces contractor and the Rocky Flats's security forces union. Offerors were informed that award would be made to the responsible offeror whose conforming offer was determined to be most advantageous to the government. The

¹A protective order was issued in this case, and counsel for Benchmark and Wackenhut were admitted under the protective order and received access to protected materials.

²A "management and operating contract" is an agreement under which Energy or other agencies enter into a special relationship with a contractor for the operation, maintenance or support of a government-owned or controlled facility. See Federal Acquisition Regulation Part 17.6.

following were stated to be the evaluation factors, in descending order of importance:

1. Technical--Program and Operational Management
2. General Business Management
3. Financial and other Considerations

Subfactors were stated for the technical and general business management factors, and the technical evaluation factor was stated to be far more important than the general business management and financial evaluation factors. The subfactors for the technical evaluation factor were identified as (1) management plan; (2) experience (in managing comparable facilities, and safeguards and security experience); and (3) key management personnel. The solicitation also provided that proposals would be evaluated in accordance with Energy's Source Evaluation Board Handbook (DOE/MA-0154), May 1984. Offerors were informed that the evaluation of proposed costs would be limited to a consideration of limited cost information, consisting of the offerors' estimated costs for a 12-month period for a hypothetical 100 non-union administrative persons, and an evaluation of offerors' estimated transition costs.³

Energy received five proposals, including offers from Benchmark (a newly created subsidiary of Mason & Hanger/Silas Mason Co., Inc.) and Wackenhut (the incumbent protective force contractor at Rocky Flats).⁴ After evaluation of the proposals by the source evaluation board (SEB), the source selection official (SSO) found three proposals, including Benchmark's, and Wackenhut's, to be in the competitive range. The SEB visited the corporate facilities of the competitive range offerors, discussions were conducted, and revised proposals received. The SEB's final evaluation results were as follows:

<u>Offeror</u>	<u>Rating</u> (900 Pts. Max)
Benchmark	889
Offeror A	810
Wackenhut	797

³Estimated or historical figures for protective force manning at Rocky Flats are classified and were not provided to offerors.

⁴Prior to 1990, the primary M&O contractor at Rocky Flats provided the protective force services. In 1990, Energy awarded a sole-source M&O contract to Wackenhut for protective services at Rocky Flats "for reasons of national security."

Benchmark's highest point scored proposal reflected the SEB's conclusion that Benchmark's proposal contained no significant weaknesses, reflected an excellent technical understanding, and demonstrated extensive Energy, M&O, and special nuclear materials experience. Wackenhut's proposal, the SEB concluded, also demonstrated a strong technical approach and excellent experience. A number of weaknesses, however, were noted in Wackenhut's proposal, including management controls, the hiring of less than qualified supervisors, and the technical understanding of some of its key personnel who were added after the initial proposal. The three firms' transition plans were all found to be excellent, and the SEB found the firms' financial/limited cost information, which in accordance with the stated evaluation scheme were not numerically rated, to be reasonable and essentially equal.

The SSO was briefed by the SEB as to its evaluation findings; the SEB, however, in accordance with Energy's Source Evaluation Board Handbook, did not provide any recommendation to the SSO regarding the relative merits of the offerors' proposals. The SSO received and reviewed copies of the SEB's briefing slides, the offerors' proposals, the SEB's final evaluation report, and the SEB's handwritten consensus scoring sheets. SSO Hearing Transcript (SSO Tr.) at 16-17.⁵ Based upon his review of the firms' proposals and the evaluation scoring sheets, the SSO requested that the SEB review the weaknesses identified for the offerors and state whether any of the identified weaknesses were significant in relation to the intended contract work. SSO Tr. at 17-18.

In response, the SEB prepared an addendum report that determined that 10 of the weaknesses identified in Wackenhut's proposal were either not weaknesses or not significant. SEB Chair Hearing Tr. at 36-37, 90. The SEB found that Wackenhut's proposal continued to have four weaknesses concerning overtime control management, integration of management controls, key personnel, and the hiring of less than qualified supervisors based upon equal opportunity (EEO) considerations; the SEB concluded that each of these weaknesses would affect performance at Rocky Flats. SEB Chair Tr. at 90-92. The SEB did not change its technical point scores or relative ranking of the offerors.

⁵Hearings were conducted pursuant to 4 C.F.R. § 21.5 (1992) to receive testimony from the SSO and the SEB chairman regarding the SEB's evaluation and the SSO's source selection decision.

The SSO then independently evaluated the firms' technical and business management proposals. SSO Tr. at 27. The SSO also contacted senior Energy program officials concerning the competitive range offerors' past experience. Id. Based upon his evaluation of the firms' proposals, the SEB's final and addendum reports, and the information received from the senior program officials, the SSO rescored the firms' proposals as follows:

Wackenhut	868
Benchmark	837
Offeror A	828

The 71-point increase in Wackenhut's technical score reflected the SSO's judgment that Wackenhut's proposal did not contain any significant weaknesses. Specifically, the SSO found that Wackenhut's proposal adequately discussed the integration of management controls and cost scheduling and management and that Wackenhut did not propose to hire less than qualified supervisors but to use EEO considerations in evaluating otherwise qualified supervisory applicants. Regarding Benchmark's proposal, the SSO decreased the protester's technical score by 52 points to reflect the SSO's judgment concerning the quality of Benchmark's past experience and qualifications. Specifically, Benchmark's proposal was downgraded in the areas of managing comparable facilities, safeguards and security experience, demonstrated key management personnel qualifications, and labor relations.

The SSO found, in his source selection statement, that the firms exhibited different strengths and none presented any significant weaknesses in terms of impact on the Rocky Flats mission and operation, and that all three firms were essentially technically equivalent. See SSO Tr. at 116-118, 121, 142. The SSO also found that the limited cost information indicated no cost advantage for any of the firms; the SSO concluded that given the offerors' proposed similar management structures, the offerors' probable costs would also be equivalent. SSO Tr. at 141-143. The SSO selected Wackenhut's proposal for final negotiations for award because "the need to maintain continuity during this time of turmoil as well as [Wackenhut's advantages as incumbent of being in-line with Rocky Flats management control systems] will ensure continued effective and efficient operations." Source Selection Statement; SSO Tr. at 118-119, 122.

Benchmark was notified of the rejection of its proposal and Energy's intention to negotiate an award only with Wackenhut. After receiving a debriefing and a copy of the SSO's source selection statement, Benchmark timely protested to our Office.

Benchmark argues that the SSO's independent evaluation of proposals is not adequately documented and is unreasonable. Specifically, Benchmark believes that the SSO did not have an adequate and rational basis to overrule the SEB's evaluation findings--that awarded Benchmark's proposal the highest technical point score--and to conclude that the offerors were essentially equivalent. Benchmark also argues "that the SSO selected [Wackenhut] based on an evaluation factor, incumbency, not set forth in the solicitation." In this regard, Benchmark contends that, as a matter of law or policy, incumbency cannot be considered in selection decisions.

As Benchmark recognizes, source selection officials in negotiated procurements are not bound by the recommendations or evaluation judgments of lower-level evaluators, even though the working level evaluators may normally be expected to have the technical expertise required for such evaluations. See Wyle Laboratories, Inc.; Latecoere Int'l, Inc., 69 Comp. Gen. 649 (1990), 90-2 CPD ¶ 107; Grey Advertising, Inc., 55 Comp. Gen. 111 (1976), 76-1 CPD ¶ 325. Thus, source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results, and their technical judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. Id.; Oklahoma Aerotronics, Inc.--Recon., B-237705.2, Mar. 28, 1990, 90-1 CPD ¶ 337.

In determining whether a particular evaluation conclusion is rational, we examine the record to determine whether the judgement was reasonable and in accord with the evaluation criteria listed in the solicitation. Abt Assocs., Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223. Such judgments are by their nature often subjective; nevertheless, the exercise of these judgments in the evaluation of proposals must be reasonable and must bear a rational relationship to the announced criteria upon which competing offers are to be selected. Bunker Ramo Corp., 56 Comp. Gen. 712 (1977), 77-1 CPD ¶ 427; Hydraudyne Sys. and Eng'g B.V., B-241236; B-241236.2, Jan. 30, 1991, 91-1 CPD ¶ 88. Implicit in the foregoing is that these judgments must be documented in sufficient detail to show that they are not arbitrary. Northwest EnviroService, Inc., 71 Comp. Gen. 453 (1992), 92-2 CPD ¶ 38; Widdell Eng'g Corp., 60 Comp. Gen. 11 (1980), 80-2 CPD ¶ 269. Where there the supporting rationale in the record for the source selection decision is inadequate, we cannot conclude that the agency had a reasonable basis for the decision. Id.; American President Lines, Ltd., B-236834.3, July 20, 1990, 90-2 CPD ¶ 53.

Here, the SSO's source selection was detailed and documented in the record, which includes the SSO's 4-page source selection statement, the SSO's contemporaneous handwritten notes on the SEB's briefing slides, and the SSO's independent scoring sheets that detail the SSO's technical judgments and scores for each offeror under each evaluation factor and subfactor.⁶ In addition, statements by the SSO and agency during the protest, and testimony of the SSO and SEB chairman at the hearings that provide detailed descriptions of the SSO's evaluation judgments. While Benchmark contends that we should only consider contemporaneous evidence, we determine the rationality of a source selection decision from all the information provided, including the arguments of the parties.⁷ Hydraudyne Sys. and Eng'g B.V., supra.

We also find, from our review of the record, that the SSO's evaluation was reasonable. First, regarding Benchmark's proposal, the record shows that the SEB assessed Benchmark's overall prior experience and qualifications as very good based upon Benchmark's parent corporation's experience⁸ in performing M&O contracts at Energy's Pantex (Texas) and Los Alamos National Laboratory (New Mexico) facilities,⁹ which Energy acknowledges are comparable facilities and involve the handling of special nuclear material. The SEB recognized that Mason & Hanger had "some problems at [Los Alamos]

⁶Benchmark argues that the SSO's scoring sheets were only prepared in response to the protest. The SSO testified, however, that the substance of the scoring sheets was prepared prior to making his selection decision, as evidenced by his contemporaneous handwritten notes on the briefing slides, and that the document itself was formalized in response to the protest. SSO Tr. at 113-115.

⁷While we consider the entire record, including statements and arguments made in response to a protest in determining whether an agency's selection decision is supportable, we accord greater weight to contemporaneous source selection materials rather than to documents that were prepared in response to protest contentions. See DynCorp, 71 Comp. Gen. 129 (1991), 91-2 CPD ¶ 575.

⁸An agency may, in appropriate circumstances, properly evaluate the experience of a new business by reference to the experience of its principal officers or a parent company. See York Sys. Corp., B-237364, Feb. 9, 1990, 90-1 CPD ¶ 172; Vector Eng'g. Inc., B-299536, July 7, 1981, 81-2 CPD ¶ 9.

⁹Mason & Hanger has been an M&O contractor at Pantex since 1956, and served as an M&O contractor at Los Alamos from 1981 until 1992.

which were primarily labor related" but concluded that these "problems were significantly reduced" by the end of the contract. The SSO disagreed with the SEB's assessment and reduced Benchmark's rating based upon his own assessment of Benchmark's parent corporation's past experience, "although they still stayed in [the] good range." SSO Tr. 40-41. Specifically, the SSO, while recognizing that Mason & Hanger's performance at Pantex was very good, was concerned by Mason & Hanger's performance failures at Los Alamos, knowledge of which the SSO had from advice he received from senior Energy program officials, a General Accounting Office (GAO) audit report¹⁰ provided to Congress, and his own experience in testifying before Congress regarding the GAO report and Mason & Hanger's performance at Los Alamos. SSO Tr. at 27-34, 40-42, 133-136. The GAO audit report documents serious performance problems by Mason & Hanger's security force at Los Alamos; specifically, the report found that "most of [Mason & Hanger's] security force lacked one or more of the nine skills that [Energy] officials say are needed to ensure the minimum level of protection for the site."¹¹ These performance problems were essentially echoed by the senior program officials that the SSO consulted.

Benchmark argues that, as the SEB recognized in its report, many of Mason & Hanger's performance problems were resolved by the end of the contract and that the SSO failed to consider Mason & Hanger's improvement. However, the SSO did recognize that improvement was made by Mason & Hanger at Los Alamos, but noted this occurred only after "significant oversight" by the agency, and that the problems, although reduced, were not completely resolved. SSO Tr. at 135-36. The SSO also stated he not only considered Mason & Hanger's

¹⁰Nuclear Safety: Potential Weaknesses at Los Alamos and other DOE Facilities (GAO/RCED-91-12, October 11, 1990).

¹¹Benchmark complains that the government was primarily responsible for the labor strike at Los Alamos that caused many of Mason & Hanger's performance problems. While the GAO report recites the problems that led up to the labor strike, as well as Energy's responsibility, the training deficiencies documented in the report are properly Mason & Hanger's responsibility. In addition, the SSO, from his own knowledge, agreed with the observations in the GAO report. SSO Tr. at 139.

performance at Los Alamos, but recognized that Mason & Hanger had performed well at Pantex,¹² SSO Tr. at 40-41. Nevertheless, the SSO was concerned that Mason & Hanger, based upon the agency's experiences with that firm at Los Alamos and Pantex, was unable "to stretch and initiate a new site." SSO Tr. at 129. We do not find that the SSO acted unreasonably in considering Mason & Hanger's performance problems at Los Alamos, and the SSO, in our view, reasonably downgraded Benchmark's proposal based upon its parent corporation's performance problems at Los Alamos.

Benchmark complains that the SSO in his evaluation had expressed concern that Benchmark was a newly-created subsidiary of Mason & Hanger. In Benchmark's view, the SSO acted inconsistently and irrationally in holding Benchmark responsible for Mason & Hanger's performance problems at Los Alamos while downgrading Benchmark for being a newly-created subsidiary. We do not find that the SSO acted unreasonably or irrationally; rather, the SSO reasonably credited Benchmark with the experience of its parent corporation, given the parent's guarantees of management and financial support. In this regard, the SSO considered Benchmark's/Mason & Hanger's overall experience to be good, as reflected in his scoring, and the protester's experience was not viewed as a deficiency or a significant weakness. SSO Tr. at 40-41, 118. The record shows that the SSO's concern with the newly-created Benchmark was that, even with the performance guarantees of Mason & Hanger, some risk remained because there was no "track record" to show how Benchmark would be supported. SSO Tr. at 125-26. We cannot say that this relatively minor concern of the SSO was unreasonable.

¹²Benchmark argues, based upon the SSO's notation on his independent scoring sheets that Mason & Hanger's "only nuclear exp[erience] is at [Los Alamos]," that the SSO improperly weighed the Los Alamos experience. While the SSO did state in his scoring sheets that Los Alamos was Mason & Hanger's only nuclear experience, the weight of the record demonstrates that the SSO was well aware of Mason & Hanger's excellent performance at Pantex and considered this also.

Regarding Wackenhut's proposal, the SSO determined that none of the four remaining weaknesses cited by the SEB in its addendum report was actually a weakness.¹³ For example, with regard to the two weaknesses assessed for management and overtime control, the SSO found that Wackenhut had provided in its revised proposal a detailed explanation of how it would accomplish these program and operational management requirements. SSO Tr. at 24, 39. Regarding the SEB's assessment that Wackenhut may hire less than qualified supervisors because of EEO considerations, the SSO found that actually what Wackenhut proposed was a system that would be cognizant of EEO considerations in choosing qualified supervisors. SSO Tr. at 25, 38. While Benchmark apparently disagrees with the SSO's evaluation and rescore of Wackenhut's proposal, Benchmark, other than continuing to argue that the SSO's evaluation was not contemporaneously documented, has not rebutted the agency's explanation or shown how the SSO's judgment was unreasonable; Benchmark's mere disagreement with the SSO's judgment concerning Wackenhut's proposal does not demonstrate that it is unreasonable. MAR Inc., B-246889, Apr. 14, 1992, 92-1 CPD ¶ 367.

Benchmark argues that the SSO improperly considered Wackenhut's advantages as an incumbent in his evaluation and source selection. In Benchmark's view, the SSO's consideration of incumbency violated the requirements of the Competition in Contracting Act of 1984 (CICA), 41 U.S.C. §§ 252 et seq. (1988), that procuring agencies obtain full and open competition through the use of competitive procedures and evaluate proposals solely on the basis of factors specified in the solicitation. 41 U.S.C. §§ 253(a)(1)(A), 253b(a).

We do not agree that the SSO's evaluation of Wackenhut's advantages as an incumbent violated CICA. The RFP informed offerors that experience in managing comparable facilities and in providing protective force operations similar to Rocky Flats would be evaluated. Where a solicitation lists experience as an evaluation factor, the procuring agency may reasonably consider an incumbent's specific experience since such specific experience is intrinsically related to and encompassed by a general experience evaluation factor. See Sabreliner Corp., B-242023; B-242023.2, Mar. 25, 1991, 91-1 CPD ¶ 326. Incumbent contractors with good performance records can offer real advantages to the government, and

¹³The SEB in its addendum report also found that nearly 10 weaknesses it originally assessed in Wackenhut's proposal in the "final" board report were either insignificant or not weaknesses. Despite this reassessment by the SEB, Wackenhut's technical point scores inexplicably did not change.

consideration of an incumbent's advantages under a solicitation's general experience evaluation factor is not proscribed by CICA's mandate for full and open competition. Id. Thus, the SSO could reasonably consider Wackenhut's performance at Rocky Flats in assessing the firm's experience.

The SSO reviewed Wackenhut's specific experience at Rocky Flats to determine whether Wackenhut's incumbency offered any real benefits to the government and concluded that it did.¹⁴ The SSO explained in both his selection statement and during the hearing that one of his concerns was the major changes occurring in the mission of Rocky Flats from one of the weapons components production to economic development and environmental decontamination. SSO Tr. at 48-49. In viewing the situation at Rocky Flats, the SSO believed that the security area "may be one of the only stable bases of Rocky Flats in the next few years." SSO Tr. at 49. Against this background of transition and change at Rocky Flats, which would necessarily occupy the agency's time and attention, the SSO weighed the benefits of selecting an incumbent contractor that had already entered into a tripartite agreement with the agency and the primary M&O contractor at Rocky Flats against changing to a new contractor which would have to become familiar with and enter into new relationships and agreements with Rocky Flats management. SSO Tr. at 48-49. Specifically, the SSO found:

"There are a large number of management control systems that have been implemented at the Rocky Flats by [Energy] and [the primary M&O contractor] in the last few years that show up in our jargon as formality of operations type issues where that has been a great deal of documentation procedurally. . . . Getting to that point has been quite a burdensome process and has been undertaken by all the players at the Rocky Flats plant over the past few years and Wackenhut . . . is now, I think, in line with those procedures processes and it's not been an easy point to come to." SSO Tr. at 118.

¹⁴While Benchmark argues that Energy's award fee determination for Wackenhut's performance at Rocky Flats indicates that Wackenhut was not a successful performer, our review of the award fee determinations, including the most recent determination for the period ending September 30, 1992, shows fully successful performance under difficult circumstances.

In sum, the SSO assessed the merits of the proposals based upon his own independent evaluation, the SEB's reports, and information he received from senior program officials, and, we find, reasonably concluded that while the firms exhibited different strengths and none presented any significant weaknesses, the three competing proposals were essentially equivalent. See Source Selection Statement; SSO Tr. at 48, 142. He then determined, as noted above, that Wackenhut's experience as an incumbent (as reflected by its 25-point score advantage under the experience technical evaluation factor) offered real advantages to the government. On this basis, and in light of the transition and turmoil existing at Rocky Flats, the SSO concluded that Wackenhut's proposal was the most advantageous to the government.¹⁵ We find no basis to challenge the reasonableness of this determination. See Ferguson-Williams, Inc., 68 Comp. Gen. 25 (1988), 88-2 CPD ¶ 344 (an agency may rely upon one particular factor, that is consistent with the solicitation's evaluation scheme, to make an award selection where the proposals are otherwise essentially equal technically and with regard to cost).

Benchmark also argues that the agency failed to conduct meaningful discussions with it. Specifically, the protester states that it was not advised of the SSO's concerns regarding Mason & Hanger's performance at Los Alamos. Benchmark contends that if it had been given an opportunity to discuss this matter, the protester would have demonstrated that most of the problems experienced at Los Alamos were "not of its own making, and were successfully resolved."

In negotiated procurements, procuring agencies are generally required to conduct meaningful discussions with all competitive range offerors; thus, offerors in the competitive range must be furnished with information as to the areas in which their proposals are believed to be deficient so that offerors may have an opportunity to revise their proposals to fully satisfy the agency's requirements. Lucas Place, Ltd., B-238008; B-238008.2, Apr. 18, 1990, 90-1 CPD ¶ 398. This

¹⁵Ordinarily, in a negotiated procurement, where competing proposals are regarded as essentially equivalent, the basis for award should be the lowest offered price or evaluated cost, even where cost or price is stated to be of less importance than technical considerations. See Science Applications Int'l Corp.; Dept. of the Navy--Recon., 71 Comp. Gen. 481 (1992), 92-2 CPD ¶ 73. Here, however, the firms' evaluated costs were determined, based upon the limited cost information requested by the RFP, to be essentially equal. Benchmark has not challenged this determination.

does not mean that agencies must afford offerors all-encompassing discussions or to discuss every element of a technically acceptable proposal that received less than the maximum possible score. Specialized Tech. Servs., Inc., B-247489.2, June 11, 1992, 92-1 CPD ¶ 510.

Here, Benchmark's proposal was found technically acceptable and to have no significant weaknesses. While it is true that the SSO evaluated and was concerned with Benchmark's parent corporation's performance problems at Los Alamos, the SSO was also aware that Mason & Hanger had improved its performance by the end of the contract. SSO Tr. at 135-136. In this regard, the record demonstrates that the SSO did not solely focus on the Los Alamos contract but also considered Mason & Hanger's successful performance on other contracts, and on this basis evaluated Benchmark's experience as good. Although Benchmark believes it should have been given an opportunity to further explain Mason & Hanger's performance at Los Alamos, we do not think that the agency was required to conduct discussions in this regard or that discussions would have resulted in any measurable increase in Benchmark's score, particularly given the fact that Benchmark's concedes there were problems at Los Alamos even though performance was later improved.¹⁶

The protest is denied.



James F. Hinchman
General Counsel

¹⁶While, as noted above, Benchmark contends that most of Mason & Hanger's problems at Los Alamos were primarily the responsibility of the government, the training problems documented in the GAO audit report properly are Benchmark's responsibility.