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**Comptroller General  
of the United States**

Washington, D.C. 20548

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# Decision

**Matter of:** Carol Solomon & Associates

**File:** B-271713

**Date:** July 19, 1996

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Carol W. Solomon for the protester.

Robert A. Lincoln, Esq., Library of Congress, for the agency.

Christine Davis, Esq., and James A. Spangenberg, Office of the General Counsel, GAO, participated in the preparation of the decision.

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## **DIGEST**

Agency properly evaluated the protester's high-priced quotation and the awardee's low-priced quotation as essentially technically equal in a procurement for a training course on writing, where the teaching experience of the awardee's proposed instructor was roughly comparable to that of the protester's proposed instructors.

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## **DECISION**

Carol Solomon & Associates (CS&A) protests the award of a contract to WordMasters Writing Consultants, under request for quotations (RFQ) No. 96-P-28, issued by the Library of Congress for a training course on writing.

We deny the protest.

The Library issued the RFQ to three firms, including WordMasters and CS&A.<sup>1</sup> The RFQ requested fixed-price quotes to teach a "Writing Essentials" course to approximately 80 students. The students were administrative, clerical, and support staff of the Library, who had completed an introductory "Essentials of English" course taught by the protester. The "Writing Essentials" course was for an additional 24 hours of instruction, broken down into several sessions. Classes were to include 20 students each and were to be held during the period from April 1 through June 15, 1996.

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<sup>1</sup>Although the Library, as a legislative branch agency, is not subject to the Federal Acquisition Regulation (FAR), see 41 U.S.C. § 253(a)(1)(A) (1994), the Library reports that it conducted the acquisition guided by the simplified acquisition procedures of part 13 of the FAR.

The RFQ established four evaluation factors: (1) level of experience in conducting similar types of grammar and writing courses; (2) ability to meet time requirements; (3) commitment to give priority to this work; and (4) fair and reasonable price. The RFQ did not assign relative weights to the factors.<sup>2</sup>

The Library received three quotes by the March 15 receipt date. WordMasters submitted the lowest-priced quote of \$10,888; another firm submitted the next low-priced quote of \$11,600; and CS&A submitted the highest-priced quote of \$14,250. The contracting officer selected WordMasters' quote for award because she considered the three quotes to be technically equal and WordMasters' low price to be therefore determinative.

CS&A protests that the agency misevaluated its quotation under the first evaluation factor, level of experience in conducting similar types of grammar and writing courses.<sup>3</sup> Under a proper evaluation, contends CS&A, its quotation would have been deemed sufficiently superior to WordMasters to offset the awardee's price advantage. As evidence of its experience, the protester notes that it taught the introductory writing course under the predecessor contract and "produced outstanding results by any instructional standards."

The determination of the relative merits of proposals, particularly with regard to technical considerations, is primarily the responsibility of the contracting agency, not our Office, since the agency must bear the burden of any difficulties resulting from a defective evaluation. Delta Computec, Inc., B-225442, Feb. 9, 1987, 87-1 CPD ¶ 139. In reviewing an agency's technical evaluation, we will not reevaluate the proposals, but will instead examine the agency's evaluation to ensure that it was reasonable and consistent with the evaluation criteria stated in the solicitation. AVR Filing & Storage Systems, Inc., B-250924, Feb. 25, 1993, 93-1 CPD ¶ 179.

Based upon our review of the record, we find that the contracting officer reasonably found WordMasters' and CS&A's quotations essentially equal under the contested evaluation factor. The contracting officer considered each offeror's relevant teaching experience at universities, secondary schools, and government agencies, as well as their experience in designing and developing course materials. The awardee's quotation showed that its proposed instructor had "important"

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<sup>2</sup>Where, as here, a solicitation does not indicate the relative importance of the evaluation factors, it must be presumed that each will be given approximately equal weight in making an award. Ira T. Finley Investments, B-222432, July 25, 1986, 86-2 CPD ¶ 112; Riggins Co., Inc., B-214460, July 31, 1984, 84-2 CPD ¶ 137.

<sup>3</sup>CS&A does not specifically contest the relative evaluation under the other two technical factors.

teaching and publications experience. For example, the instructor currently holds a faculty position with the University of Maryland's Professional Writing Program and has previously directed writing programs or taught writing courses at several other universities and government agencies; she also wrote the textbook proposed as the basis for the "Writing Essentials" course. In comparison, CS&A proposed two instructors, who predominantly design and teach writing courses on a contractual basis for governmental and corporate clients; one of the proposed instructors taught the "Essentials of English" course under the predecessor contract for these services. Although the awardee lacked CS&A's experience under the predecessor contract, the awardee's quotation did demonstrate its instructor's pertinent and substantial teaching experience. In our view, the contracting officer could reasonably consider this experience as roughly comparable to that possessed by the protester's instructors. Because the quotations demonstrated comparable experience and were not distinguishable under the remaining technical factors (ability to meet time requirements and commitment to give priority to this work), the contracting officer reasonably selected WordMasters' lowest-priced quote for award.

CS&A nevertheless argues that the contracting officer should have done more to assure that the selection of WordMasters' quotation represented the best value. For example, CS&A contends that the contracting officer should not have confined her review to offerors' proposals, but should have interviewed the instructors, reviewed course materials, and checked references. The protester also argues that the contracting officer should have documented her consideration of the competing quotations' technical merit.

While there is no contemporaneous documentation regarding the Library's evaluation of quotations, our review must consider the entire record, including statements and arguments made in response to the protest. See ROH, Inc., B-261132, Aug. 18, 1995, 95-2 CPD ¶ 169. The fact that the agency's explanation was not contained in the contemporaneous record does not provide a basis to disregard it in our review. See Sociometrics, Inc., B-261367.2, B-261367.3, Nov. 1, 1995, 95-2 CPD ¶ 201. As discussed above, the record in this case reasonably supports the contracting officer's conclusion that WordMasters' and CS&A's quotations were basically equal from a technical standpoint. In addition, the contracting officer performed an evaluation consistent with the stated evaluation criteria, considering the information submitted with each quotation. There was no requirement that the contracting officer perform the more exhaustive evaluation suggested by CS&A.

The protest is denied.

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