GAO U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Presidential Aviation, Inc.

File: B-415631.2

Date: February 7, 2018

Diana Lentz, for the protester.
Robert K. Tompkins, Esq., and Rodney M. Perry, Esq., Holland & Knight, LLP, for Classic Air Charter, Inc., the intervenor.
Cassandra Maximous, Esq., and Kasey Podzius, Esq., Department of Homeland Security, for the agency.
Eric M. Ransom, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protestor's challenge to agency's evaluation of its quotation as technically unacceptable is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Presidential Aviation, Inc., of Fort Lauderdale, Florida, protests the rejection of its quotation as technically unacceptable by the Department of Homeland Security, Immigration and Customs Enforcement (ICE), under request for quotations (RFQ) No. HSCECR-17-Q-00005, for air charter services. The protester alleges that the evaluation of its quotation was unreasonable and contrary to the terms of the RFQ.

We deny the protest.

BACKGROUND

ICE issued the RFQ via the General Services Administration (GSA) e-Buy system on June 14, 2017, to all vendors on GSA travel solutions schedule contract 599, under special item number (SIN) category 599-4 "Air Charter Services--Owner Operated," and SIN 599-5 "Air Charter Services--Brokers." The RFQ anticipated issuance of a single order for air charter services for a 1-year base period and four 1-year option periods. The RFQ explained that the agency would issue the order on a best-value tradeoff basis considering three evaluation factors: technical capability, past performance, and price.

Between the three factors, technical capability was significantly more important than past performance, and the two non-price factors, when combined, were significantly more important than price. Additionally, the RFQ provided that the technical capability factor consisted of three subfactors in descending order of importance: technical approach/quality assurance surveillance plan (QASP), corporate experience, and key personnel.

As relevant here, the RFQ performance work statement (PWS) set forth two primary requirements: daily scheduled larger aircraft (DSLA) and special high-risk charter aircraft (SHRC). With respect to the DSLA requirement, the PWS explained that the vendor was required to provide 10 aircraft capable of transporting a minimum of 148 passengers, with a minimum range of 2,000 nautical miles, exclusively available to the agency Monday through Friday, 52 weeks per year. The RFQ instructions provided that, under the technical approach/QASP subfactor, the vendors "shall supply/address" multiple documentation requirements for the DSLA aircraft, including a requirement to "[p]rovide copies of required insurance and liability and hull insurance coverage." Agency Report (AR), Tab 3, RFQ Amendment 1, at 42-43.

The agency received four quotations in response to the RFQ, including the quotation submitted by Presidential. After a brief initial evaluation, the agency concluded that each vendor had omissions, typos, or unclear sections rendering their quotations unacceptable or incomplete, and that discussions with the vendors would be required. The agency sent a discussion letter to each vendor on July 21, 2017, giving the vendors the opportunity to address their deficiencies or weaknesses. Concerning the protester, the agency's discussion letter advised Presidential, among other things, that its quotation had not provided copies of required insurance and liability and hull insurance coverage concerning its proposed DSLA aircraft.

In its response, Presidential did not provide insurance documentation concerning its proposed DSLA aircraft, but instead advised the agency that it had provided evidence of insurance coverage for three of the five air carriers included in its quotation. Concerning the remaining two air carriers, Presidential explained that they "have not yet provided us with a copy of their insurance certificates," but that the carriers had confirmed their willingness to fly for Presidential under the contract. AR, Tab 6, Discussion Response, at 1. The protester also advised the agency that both carriers' current insurance coverage would be on file with the Federal Aviation Administration (FAA), but that it had contacted the appropriate FAA office and had received no response.

In the agency's source selection decision document (SSDD), the source selection authority (SSA) reviewed multiple weaknesses in Presidential's technical approach in addition to the deficiency concerning failure to provide insurance certificates for DSLA aircraft. The SSA explained that the deficiency was raised with Presidential in discussions, "[h]owever, even after discussions specifically directed the company to this deficiency, Presidential did not provide the required documents." AR, Tab 4, SSDD, at 18. In the final analysis, the SSA concluded that:

> Presidential's Technical Approach/QASP contained multiple weaknesses that were considered significant and a deficiency that remained uncured despite discussions with the government. Because of the multiple weaknesses and the uncured deficiency, the [technical evaluation committee] rated this sub-factor as UNACCEPTABLE.

Id. at 19.

On October 20, 2017, the agency provided Presidential with a letter, which indicated that it had not been selected for the order, and set forth a brief explanation of the award decision. The letter explained that Presidential's quotation contained multiple significant weaknesses, and contained a deficiency for failure to include required insurance information. The agency further explained that the deficiency resulted in an unacceptable rating for the technical approach/QASP subfactor, and for the technical factor overall, which rendered the quotation ineligible for the order. Presidential then protested the agency's evaluation and source selection decision with our Office on October 30.

DISCUSSION

Where, as here, an agency issues an RFQ under Federal Acquisition Regulation (FAR) subpart 8.4 and conducts a competition, see FAR § 8.405-2, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. See RVJ Int'l, Inc., B-292161, B-292161.2, July 2, 2003, 2003 CPD ¶ 124 at 5. In reviewing an agency's technical evaluation of vendor submissions, we will not reevaluate the quotations; we will only consider whether the agency's evaluation was reasonable and in accord with the evaluation criteria listed in the solicitation and applicable procurement statutes and regulations. American Recycling Sys., Inc., B-292500, Aug. 18, 2003, 2003 CPD ¶ 143 at 4. Based on the record here, we conclude that the agency's evaluation of Presidential's quotation with respect to the DSLA insurance requirement was reasonable and consistent with the terms of the RFQ.

Presidential argues that its quotation was acceptable despite the fact that it did not provide insurance information for its DSLA aircraft because it included an insurance certificate for at least one air carrier capable of fulfilling all of the RFQ's flight requirements.[1] This argument is misplaced, however, since the RFQ's documentation

[1] Presidential also alleges that the agency erred by failing to cite its proficiencies and the strengths of its technical approach, which the protester asserts outweighed its weaknesses and deficiency. However, where we conclude the agency reasonably rated Presidential's quotation unacceptable for the technical approach/QASP subfactor in light of a deficiency, and where the RFQ advised that a quotation with an unacceptable technical rating "is not eligible for award," Presidential could not receive the order,

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requirements did not require only documentation of insurance for a capable air carrier. Rather, the RFQ's documentation requirements related to the proposed DSLA aircraft, and required the vendor to "[p]rovide copies of required insurance and liability and hull insurance coverage" for each. AR, Tab 3, RFQ Amendment 1, at 42-43. Accordingly, as argued by the agency, the protester was required to include in its quotation documentation of insurance for each proposed DSLA aircraft, and failed to do so.

In this regard, the record reflects that Presidential's quotation included insurance documents relevant to only 2 of 33 total aircraft proposed.[2] AR, Tab 4, Presidential Quotation at 53, 57. Of the two aircraft for which insurance documentation was provided, the documentation indicated that they were capable of meeting only the SHRC requirements--not the DSLA requirements. Id. Accordingly, the record makes clear that Presidential's quotation failed to "[p]rovide copies of required insurance and liability and hull insurance coverage" for the DSLA aircraft, contrary to the RFQ's requirements. As a consequence, we find no basis to question the SSA's conclusion that Presidential's quotation was unacceptable under the technical approach/QASP subfactor, and ineligible to receive the order under the RFQ.

The protest is denied.

Thomas H. Armstrong
General Counsel

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notwithstanding any strengths in its approach. AR, Tab 3, RFQ Amendment 1, at 47-48; See James J. Flanagan Shipping Corp., B-286129, Nov. 27, 2000, 2001 CPD ¶ 156 at 3-4.

[2] Presidential did not specifically identify 10 DSLA aircraft, but instead provided a list of 33 aircraft, 26 of which appear to be consistent with the DSLA technical requirements, e.g., capable of transporting 148 passengers, range of 2,000 nautical miles, etc. AR, Tab 4, Presidential Quotation, at 11-12.