



# Decision

**Matter of:** United Capital Investment Group, Inc.

**File:** B-423682

**Date:** August 11, 2025

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## DIGEST

Protest is dismissed as untimely where protest of solicitation improprieties was filed after closing time for submission of proposals.

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## DECISION

United Capital Investment Group, Inc. (UCIG), of McLean, Virginia, protests its exclusion from consideration for award under request for proposals (RFP) No. SPE605-25-R-0200, issued by the Defense Logistics Agency (DLA) for aviation turbine fuel. The protester contends that its exclusion is improper because the solicitation's registration requirement is a matter of responsibility that can only be considered at the time of award and cannot be the basis for eliminating the firm from the competition.

We dismiss the protest.

## BACKGROUND

The solicitation, issued on May 2, 2025, anticipated the award of a fixed-priced contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15. Req. for Dismissal (RFD), encl. 5, RFP at 1, 3.<sup>1</sup> Proposals were due on May 16. *Id.* at 4. The solicitation required offerors to be "registered and approved in JCCS [the Joint

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<sup>1</sup> Citations are to the sequential page numbers of the Adobe PDF documents. Unless otherwise noted, references to solicitation are to the conformed RFP provided at enclosure 5 to the agency's request for dismissal.

Contingency Contracting System] to be eligible for contract award(s) in the U.S. Central Command (CENTCOM) Area of Operation (AOR).”<sup>2</sup> *Id.* at 53. The solicitation further advised that “[i]f Offeror is not approved by May 16, 2025 (Proposal deadline date), Offeror WILL NOT be further evaluated.” *Id.*

The protester submitted its proposal on May 16. RFD at 3. In evaluating UCIG’s offer, the agency found that UCIG was not approved in JCCS by the proposal deadline. *Id.* As such, the protester was eliminated from the competition. *Id.* The contracting officer sent an unsuccessful offeror notice to UCIG on May 29. Protest, exh. 6, Unsuccessful Offeror Notice at 1. The protester filed an agency-level protest with DLA on June 5. Protest, exh. 8, Agency-Level Protest. The agency denied that protest on June 26. Protest, exh. 9, Agency-Level Protest Decision at 4. The protester then filed a protest with our Office on June 29.

## DISCUSSION

The protester challenges the agency’s decision to eliminate the firm from the competition. In this connection, UCIG’s main grievance is with the solicitation’s requirement for offerors to be registered--i.e., vetted and approved--in JCCS by the due date for proposal submission. Specifically, the protester contends “[r]egistration in the JCCS system and government findings from that system are a responsibility matter and are therefore to be evaluated at the contract award and cannot be used to remove a bidder from competition,” and that “[r]equiring registration at the time of bid effectively means, under the JCCS process, that only current active DLA contract holders were eligible to bid on this work.”<sup>3</sup> Protest at 2; Protest, exh. 8, Agency-Level Protest at 1.

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<sup>2</sup> JCCS is a “U.S. Government Information Technology (IT) system supporting contingency contracting” where “Theater Contracting Commands and Host Nation (HN) vendors access the JCCS website for accurate and up-to-date Contingency Business Information (CBI) including . . . Vendor Registration; Centralized Solicitation Posting; and Electronic Proposal Submission and Retrieval.” Joint Contingency & Expeditionary Services, JCCS, <https://www.jccs.gov/JCCSCOE/JCXSAapps.aspx> (last visited Aug. 7, 2025).

<sup>3</sup> As an initial matter, the protester conflates the concept of responsiveness of bids applicable to procurements conducted under the sealed bidding procedures of FAR part 14 and the evaluation of proposals under the negotiated contracting procedures of FAR part 15. In this regard, UCIG refers to the firm’s submission in response to the RFP as a “bid” throughout the protest and argues the following:

Responsiveness concerns a bidder’s commitment to provide the required goods or services and must be determined by the agency from the face of the bid at bid opening, *Propper Manufacturing Co., Inc.; Columbia Diagnostics, Inc.*, B-233321, B-233321.2, Jan. 23, 1989, 89-1 CPD ¶ 58; and an agency may reject a nonresponsive bid. *Sac & Fox Indus., Ltd.*, B-231873, Sept. 15, 1988, 88-2 CPD ¶ 250. In contrast, responsibility  
(continued...)

## Solicitation Challenges

Prior to the agency report due date, the agency requested that our Office dismiss the protest. The agency asserts that the protest is untimely because UCIG challenges the terms of the solicitation but failed to file its protest prior to the deadline for proposal submissions. RFD at 3. We agree.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Our timeliness rules specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1); see *AmaTerra Envtl. Inc.*, B-408290.2, Oct. 23, 2013, 2013 CPD ¶ 242 at 3.

As noted above, our timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. More specifically, underlying our timeliness rules regarding solicitation improprieties is the principle that challenges which go to the heart of the underlying ground rules by which a competition is conducted, should be resolved as early as practicable during the solicitation process, but certainly in advance of an award decision if possible, not afterwards. *Continental Staffing, Inc.*, B-299054, Jan. 29, 2007, 2007 CPD ¶ 18 at 4. Such a rule promotes fundamental fairness in the competitive process by preventing an offeror from taking advantage of the government as well as other offerors, by waiting silently only to spring forward with an alleged defect in an effort to restart the procurement process, potentially armed with increased knowledge of its competitors' positions or information. *Draeger, Inc.*, B-414938, Sept. 21, 2017, 2017 CPD ¶ 308 at 5. It also promotes efficiency by ensuring that concerns regarding a solicitation are raised before contractor and government resources are expended in pursuing and awarding the contract, thus avoiding costly and unproductive litigation after the fact. *Id.*

Further, the rules for filing an agency-level protest are generally established by the FAR. The FAR requires that agency-level protests based on alleged apparent improprieties in a solicitation be filed before bid opening or the closing date for receipt of proposals.

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relates to a bidder's capability to perform the contract. *Beta Construction Co.*, B-274511, Dec. 13, 1996, 96-2 CPD ¶ 230 at 2.

Protest at 7. Notably, all three cases cited by the protester in support of this proposition are decisions from our Office resolving protests of procurements conducted under the sealed bidding procedures of FAR part 14; they do not involve acquisitions conducted using the negotiated procedures of FAR part 15, as does the RFP issued here. In any event, we need not address the protester's conflation because, as discussed below, the protest is untimely.

FAR 33.103(e). A matter initially filed with a contracting activity will be considered timely by our Office only if the agency protest was filed within the time limits provided by our regulations, unless the contracting agency imposes a more stringent time for filing, in which case the agency's time for filing will control. 4 C.F.R. § 21.2(a)(3); *Tower Corp.*, B-254761.3, Mar. 8, 1994, 94-1 CPD ¶ 186 at 4; see *M2 Glob. Tech., Ltd.*, B-400946, Jan. 8, 2009, 2009 CPD ¶ 13 at 2.

Here, under the solicitation's "Special Instructions," offerors were specifically advised of the following:

All offerors **must be registered and approved in JCCS to be eligible for contract award(s)** in the U.S. Central Command (CENTCOM) Area of Operation (AOR). **If Offeror is not approved by May 16, 2025** (Proposal deadline date), Offeror **WILL NOT** be further evaluated. The offeror shall provide the CAGE Code and JCCS number for the prime contractor (i.e. the Offeror). The Offeror's JCCS account information SHALL be current, accurate and complete by the date that offers are due. The Government may reject an offer if the offeror is not approved in JCCS and uploaded all required documents by the deadline for receipt of proposals. Award(s) will not be made to any offeror who is not registered and approved in JCCS.

RFP at 53.

Thus, it was apparent on the face of the solicitation that (1) JCCS registration was required at the time of proposal submission; (2) offerors not registered at that time would not "be further evaluated;" and (3) award would "not be made to any offeror who is not registered and approved in JCCS." *Id.* To the extent that the protester believed the solicitation's JCCS registration requirement "cannot be used to remove a bidder from competition," or that "requiring registration at the time of bid effectively means . . . that only current active DLA contract holders were eligible to bid on this work," the protester was required to challenge the unambiguous solicitation requirement on or before May 16, the due date for receipt of proposals. Protest at 2; FAR 33.103(e); see 4 C.F.R. § 21.2(a)(1); *L&N/MKB, Joint Venture*, B-403032.3, Dec. 16, 2010, 2010 CPD ¶ 298 at 4. The protester did not file a protest with the agency, however, until June 5. Having waited until after award to file its protest with DLA, UCIG's agency-level protest was untimely. FAR 33.103(e); *L&N/MKB, Joint Venture, supra*. Thus, UCIG's protest to our Office, challenging the terms of the solicitation, is also untimely. 4 C.F.R. § 21.2(a)(3); *Tower Corp., supra*.

#### Exceptions To Timeliness Rules

In response to the agency's request for dismissal, the protester does not refute the agency's argument that UCIG's protest is untimely. See Resp. to RFD. Instead, UCIG requests that GAO invoke an exception to our timeliness rules and consider the protest

because, according to the protester, UCIG's protest "raises a significant issue that has not been the subject of a prior GAO decision." Resp. to RFD at 1-3.

Our Office may consider the merits of an untimely protest where good cause is shown or where the protest raises a significant issue of widespread interest to the procurement community. 4 C.F.R. § 21.2(c). In order to prevent our timeliness rules from becoming meaningless, exceptions are strictly construed and rarely used. *Vetterra, LLC*, B-417991 *et al.*, Dec. 29, 2019, 2020 CPD ¶ 15 at 3. With regard to the second exception, what constitutes a significant issue is decided on a case-by-case basis. *Cyberdata Techs., Inc.*, B-406692, Aug. 8, 2012, 2012 CPD ¶ 230 at 3. However, we generally regard a significant issue as one of widespread interest to the procurement community that has not been considered on the merits in a prior decision. *Vetterra, LLC, supra*. Moreover, invoking the significant issue exception is a matter entirely within GAO's discretion. *Capital Brand Group, LLC-Recon.*, B-418656.2, July 9, 2020, 2020 CPD ¶ 231 at 4.

In arguing that UCIG's protest raises a significant issue, the protester compares the facts here to the facts of our decision in *Pernix Federal, LLC* where we resolved the protest, despite the protest being untimely. *Pernix Fed., LLC*, B-422122.2, Mar. 22, 2024, 2024 CPD ¶ 73. In that decision, we found that the untimely challenge to the terms of the solicitation warranted review because the solicitation required a *de facto* joint venture to be registered in the System for Award Management (SAM), but it was impossible for a *de facto* joint venture to be registered in SAM. *Id.* at 10-11. Thus, in *Pernix*, we found that the significant issue stemmed from the agency's failure to harmonize its solicitation instructions with applicable procurement regulation "and is one that can be expected to arise in future Department of State procurements." *Id.* at 11.

We find no comparable requirements here and, therefore the issues here are distinguishable from *Pernix*. First, UCIG does not argue that the solicitation instructions are at odds with any procurement law or regulation. The protester does not--and cannot--cite to any law or regulation that prohibits a contracting agency from requiring offerors to be registered in JCCS in order to be eligible for consideration of award. In this context, UCIG simply asserts "[t]o the protester's knowledge, GAO has not definitively decided that JCCS registration is or is not a responsibility issue." Resp. to RFD at 3.

Our Office, however, has previously addressed similar requirements in the context of the facts presented here. For example, in addressing the protest of a solicitation's requirement for proposals to provide evidence of having the requisite facility security clearance, our Office explained:

[T]he ability to obtain a security clearance is generally a matter of responsibility, absent an express requirement in the solicitation to demonstrate the ability prior to award. However, where the solicitation requires offerors to submit evidence of a facility clearance at proposal

submission, depending on its terms, such provision may be a material solicitation requirement.

*ProTech Servs. USA, LLC*, B-417484, July 19, 2019, 2019 CPD ¶ 260 at 4 (citations omitted). In *Protech Servs*, we found that the facility clearance provision was a material solicitation requirement rather than a matter of responsibility because the solicitation included a deadline to submit required information and “unambiguously provided that lack of a clearance would render an offeror ‘ineligible for award.’” *Id.* Here, also, the solicitation was clear that an offeror not registered in JCCS by the submission deadline would not be eligible for award and the firm’s proposal would not be “further evaluated.” RFP at 3.

As such, we do not view the agency’s decision to make JCCS approval required at proposal submission as constituting a novel matter of widespread interest to the procurement community that warrants resolution in the context of an otherwise untimely protest. *Vigor Marine LLC*, B-420955.2, Oct. 31, 2022, 2022 CPD ¶ 276 at 4 (“[E]ven if the issue here has not been considered on the merits in a prior decision, this issue is not one of widespread interest to the procurement community.”); *Santa Fe Eng’rs, Inc.*, B-218268, June 3, 1985, 85-1 CPD ¶ 631 at 4-5 (rejecting significant issues timeliness exception where issue of whether prequalification requirement was unduly restrictive of competition had been decided on the merits); e.g., *Apogee Eng’g, LLC*, B-415976, May 1, 2018, 2018 CPD ¶ 150 at 5 n.8 (noting that in challenge to terms of solicitation, requirement to have security clearance at time of proposal submission was reasonable where requirement was not inconsistent with other solicitation language); *Air USA, Inc.*, B-409236, Feb. 14, 2014, 2014 CPD ¶ 68 at 5 (finding that requiring documentation at time of proposal submission was not unduly restrictive of competition). Accordingly, we decline to consider it under the significant issue exception to our timeliness rules. 4 C.F.R. § 21.2(c); *Vetterra, LLC*, *supra*.

We dismiss the protest.

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