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Decision

Matter of: PCI Bhate JV, LLC

File: B-423853

Date: January 2, 2026

Joseph G. Martinez, Esq., Dentons US LLP, for the protester.
Colonel Justin A. Silverman, Lieutenant Colonel Jeffrey J. Hannon, Isabelle P. Cutting, Esq., and Lyric L. Clark, Esq., Department of the Air Force, for the agency.
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DIGEST

Protest challenging agency's evaluation of its proposal as technically unacceptable is denied where the record shows the protester's proposal exceeded the solicitation's page limits, and the agency's decision not to consider the extra information within the extra pages was reasonable and consistent with the solicitation's terms.

DECISION

PCI Bhate JV, LLC, of Reston, Virginia, protests the agency's decision not to select it for award of an indefinite-delivery, indefinite-quantity (IDIQ) contract under request for proposals (RFP) No. FA4600-25-R-0002 issued by the Department of the Air Force for construction and design-build projects. The protester challenges the agency's evaluation of its proposal as technically unacceptable as a result of the agency's decision not to consider information on pages exceeding the solicitation's page limits.

We deny the protest.

BACKGROUND

On February 18, 2025, the agency issued the solicitation as a total small business set-aside, pursuant to Federal Acquisition Regulation part 15, seeking to award multiple-award construction IDIQ contracts for a "diverse group of construction and design-build projects" at Offutt Air Force Base, Nebraska. Agency Report (AR), Tab 3,

RFP at 1, 5, 52.¹ The solicitation sought to award contracts to eight offerors, but reserved the right for the agency to award to more or fewer offerors. AR, Tab 6, RFP amend. 3 at 5-6. The solicitation also contemplated a 5-year base period and one 6-month option period. AR, Tab 3, RFP at 1, 14.

Award was to be made on a lowest-priced, technically acceptable basis considering the following three evaluation factors: price, technical, and past performance. AR, Tab 6, RFP amend. 3 at 6. The technical factor contained four subfactors: site management/key personnel, quality control, experience, and seed projects. *Id.* at 6. In setting out the evaluation factors for award, the solicitation “cautioned” offerors to “submit sufficient and correct information . . . in the format specified” in the solicitation. *Id.* at 5. The solicitation further explained that “[f]ailure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award.” *Id.*

The solicitation directed offerors to organize their proposals into separate volumes, with volume I addressing the price factor, volume II addressing the technical factor, and an optional volume III addressing the past performance factor. AR, Tab 7, RFP amend. 4 at 2-3; COS at 5-6. The solicitation also provided specific instructions for the content of each volume. AR, Tab 7, RFP amend. 4 at 2-3. As relevant here, in volume II, the solicitation instructed offerors to include information addressing each technical subfactor. *Id.* at 4. For example, with regard to the seed project subfactor, offerors were required to submit information for two seed projects, to include a management plan, project schedule, and information addressing the solicitation’s prescribed technical standards.² *Id.*

Of importance to this protest, the solicitation prescribed a 100-page limit across all volumes. *Id.* at 3. The solicitation also explained the following: “Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal.” *Id.*

Under the solicitation, the agency stated it would evaluate proposals as follows:

The Government will rank the proposals by total overall price (both seed projects combined) and only evaluate the eight (8) lowest priced proposals initially. The Government will then evaluate those eight (8) proposals for Price, Technical, and Past Performance. Any proposals outside this initial

¹ The RFP was amended four times. See Contracting Officer’s Statement (COS) at 3-6. Tab 3 of the Agency Report is a copy of the RFP as originally issued, while tab 6 contains the most recently amended evaluation criteria, and tab 7 contains the most recently amended instructions to offerors.

² The seed projects described in the solicitation are for the repair of a water main and heating, ventilation, and air conditioning repair and renovation. AR, Tab 6, RFP amend. 3 at 7-8.

evaluation pool will not be evaluated, unless necessary to obtain the desired effective competition of offerors rated as “acceptable” in all technical subfactors and the past performance factor.

AR, Tab 6, RFP amend. 3 at 6. The solicitation stated that the eight lowest-priced responsible offerors determined to be “acceptable” under the technical and past performance factors, and with a fair and reasonable price, would be awarded a contract. *Id.* The solicitation further explained that if any of the initial eight proposals were not rated “acceptable,” the agency would then evaluate the next lowest-priced proposal until there were eight “acceptable” proposals or, alternatively, until all the proposals were evaluated. *Id.*

As amended, the final due date for receipt of proposals was April 28. COS at 3;³ AR, Tab 5, RFP amend. 2 at 1-2. The agency received 24 proposals, including one from the protester. COS at 6; AR, Tab 11, Source Selection Evaluation Board (SSEB) Report at 9-10. The agency proceeded by evaluating volume I, the price volume, to identify the eight lowest-priced proposals. COS at 7. At this stage, the agency also verified that the proposals complied with the solicitation’s instructions, including the page limitation. *Id.* The protester’s proposal was identified by the agency as one of the eight lowest-priced proposals, and the agency noted that the protester’s proposal was 112 pages, thereby exceeding the page limitation by 12 pages. *Id.* The protester’s proposal was organized into two volumes with volume I addressing the price factor with 65 pages, and volume II addressing the technical factor with 47 pages; the protester did not submit an optional volume III addressing the past performance factor. *Id.* Before evaluating the protester’s proposal, the agency removed the excess 12 pages from its final volume, *i.e.*, the technical volume, “starting at the last page and working backwards . . . to allow for an attempted evaluation.” AR, Tab 11, SSEB Report at 32. This approach was consistently applied to each proposal the agency evaluated. *See id.* at 45.

Subsequently, the agency proceeded with its evaluation of the protester’s proposal for technical acceptability. COS at 7. As relevant here, the agency assigned the protester’s technical proposal “unacceptable” ratings under subfactors three and four due to its failure to provide all required information to evaluate both subfactors. AR, Tab 11, SSEB Report at 33. The record shows that certain information addressing the experience and seed project subfactors was within the final 12 pages of the protester’s technical proposal and therefore excluded from the agency’s evaluation. *Id.* at 32-33; *see also* AR, Tab 9b, PCI Bhate Proposal, Vol. II: Technical at 36-47. For example, for the seed project subfactor, the evaluators noted that “PCI Bhate’s proposal did not contain information regarding either of the two seed projects as required” and “[d]ue to this, PCI Bhate did not meet requirements outlined” in the solicitation. AR, Tab 11, SSEB Report at 33.

³ The contracting officer explains that amendment 4 to the RFP contained a typographical error stating that proposals were due on March 28. COS at 3 n.1; AR, Tab 7, RFP amend. 4 at 2.

As a result, the agency evaluated the protester's proposal as technically unacceptable and ultimately eliminated the protester from the competition. *Id.* at 18, 34. Thereafter, in accordance with the terms of the solicitation, the agency proceeded with its evaluation of proposals and selected eight proposals for award. See AR, Tab 12, Source Selection Decision Document (SSDD) at 1, 3.

On August 2, the agency notified the protester that it was not selected for award. AR, Tab 13, Unsuccessful Offeror Notification and Debriefing Letter at 2; AR, Tab 14, Emails at 3-4. On August 5, the protester filed an agency-level protest arguing that the agency did not evaluate proposals in accordance with the terms of the solicitation and should have used its discretion to waive the page limitation. AR, Tab 15, Agency-Level Protest at 1-2. The agency denied the protest on August 15. AR, Tab 16, Resp. to Agency-Level Protest at 1. Subsequently, the protester filed this protest with our Office.

DISCUSSION

The protester challenges the agency's rejection of its proposal as technically unacceptable. The protester does not dispute that its proposal exceeded the 100-page limit prescribed in the solicitation; nonetheless, the protester asserts that the agency improperly deviated from the terms of the solicitation by removing the excess pages from its technical volume rather than its price volume. Protest at 4; Comments at 2. The protester argues that the agency could have evaluated its proposal within the 100-page limit had the agency began its technical evaluation immediately after determining, based on the "first several pages" of its price volume, that it was among the eight lowest-priced. Protest at 4. Accordingly, the protester maintains that the excess 12 pages should have been removed from its price volume or other parts of its proposal that "were unnecessary to the evaluation." *Id.* To support this argument, the protester asserts, among other things, that the solicitation stated the agency would "evaluate the technical acceptability and past performance of the eight lowest-priced proposals," so as to elevate the technical evaluation in order.⁴ *Id.* (citing AR, Tab 3, RFP at 53).

In response, the agency maintains that it reasonably removed the excess pages from the end of the technical volume of the protester's proposal. Memorandum of Law (MOL) at 4-5. The agency asserts that the solicitation stated clearly and unambiguously that the agency would "evaluate . . . proposals for [p]rice, [t]echnical, and [p]ast [p]erformance." *Id.* at 5 (citing AR, Tab 6, RFP amend. 3 at 6). The agency argues that the evaluation process described in the solicitation was also consistent with the order in which offerors were instructed to submit their proposals, with volume I addressing price and volume II addressing technical. *Id.* The agency further contends

⁴ We have considered the protester's various arguments, including those that are in addition to or variations of those discussed in this decision, and we find no basis to sustain the protest.

that, taken together, the language of the solicitation is unambiguous regarding the order and process by which proposal volumes would be evaluated. *Id.* Additionally, the agency argues that it had no obligation to sort through the pages of the protester's proposal to determine which pages should or should not count toward the page limitation. *Id.* at 6. We agree with the agency.

As a general matter, agencies are required to evaluate proposals consistently, and in accordance with a solicitation's instructions, including any instructions related to a solicitation's format and page limitations. *Vencore, Inc.*, B-416994.2, B-416994.3, June 17, 2019, 2019 CPD ¶ 221 at 4. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. *Kako'o Spectrum Healthcare Sols., LLC*, B-421127.5, B-421127.6, May 28, 2025, 2025 CPD ¶ 118 at 4.

In addition, offerors generally must prepare their proposals within the format limitations set out in an agency's solicitation, including any applicable page limits. *Id.* at 5; *Tipping Point Sols., Inc.*, B-422570, Aug. 8, 2024, 2024 CPD ¶ 199 at 5. Where an agency has established clear page limitations in a solicitation, the agency is not obligated to sort through a proposal exceeding the page limitation to decide which pages should or should not be counted toward that limitation. *Tipping Point, supra*; *Techsys Corp.*, B-278904.3, Apr. 13, 1998, 98-2 CPD ¶ 64 at 6. Offerors that exceed a solicitation's established page limitations assume the risk that the agency will not consider the excess pages. *DynCorp Int'l LLC*, B-411126.4 *et al.*, Dec. 20, 2016, 2017 CPD ¶ 333 at 14.

Here, the protester's argument is premised upon a mischaracterization of the solicitation's evaluation process. The protester's assertion that the solicitation required the agency to first evaluate the technical acceptability ignores the rest of the language in the solicitation describing the evaluation process and page limitations. As discussed above, the solicitation explained that the agency would determine the eight lowest-priced proposals and evaluate those proposals for price in addition to technical acceptability and past performance. AR, Tab 6, RFP amend. 3 at 6. The record demonstrates that the agency evaluated the protester's proposal in accordance with that process, by first determining that the protester was among the eight lowest-priced proposals and subsequently proceeding to evaluate its price and technical acceptability. COS at 7-8; see also AR, Tab 11, SSEB Report at 32-34. Accordingly, the premise of the protester's argument that any excess pages had to be removed from the price volume is unsupported by the record.

Moreover, as discussed above, the solicitation clearly and unambiguously prescribed a page limitation of 100 pages across all volumes in the solicitation and listed the volumes in order of the price volume, technical volume, and the optional past performance volume. AR, Tab 7, RFP amend. 4 at 2-3. The solicitation further provided that the page limitations would be treated as maximums and cautioned offerors that "[i]f

exceeded, the excess pages will not be read or considered in the evaluation of the proposal.” *Id.* at 3. The RFP also instructed offerors that “[f]ailure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award.” AR, Tab 6, RFP amend. 3 at 5.

Here, the protester does not dispute that the solicitation prescribed a page limitation of 100 pages. Protest at 3; Comments at 1. Nor does the protester dispute that it submitted a proposal exceeding that page limit by 12 pages, and that information addressing the experience and seed project subfactors of the technical factor was found in the excess pages. Protest at 3; Comments at 1, 3. By submitting a proposal exceeding the page limitations set forth in the solicitation, the protester assumed the risk that the agency would not consider its excess pages. The agency had no obligation to sort through the various pages of the protester’s proposal to determine which pages would be excluded from its evaluation. Accordingly, based on our review of the record, we find nothing improper about the agency’s decision to remove the excess pages of the protester’s proposal from its technical volume and, consequently, the agency’s evaluation of the proposal as technically unacceptable under two of the technical subfactors.

Alternatively, the protester argues that, even if the agency could not determine the protester’s technical acceptability within the page limit, the agency had discretion to waive the page limitation and consider the excess pages of its proposal without any “competitive advantage” to PCI Bhate or prejudice to other offerors. Protest at 4; Comments at 3. The protester further argues that the agency’s decision not to do so was unreasonable because, among other things, it proposed a lower price than six of the awardees and, in the protester’s view, the agency could have awarded a ninth IDIQ contract. Protest at 4; Comments at 3. In response, the agency argues, in part, that waiver was not necessary because the agency was able to meet its needs and achieve its desired level of competition while enforcing the page limitation consistently for each proposal it evaluated. MOL at 8; COS at 14; *see also generally* AR, Tab 12, SSDD.

Competitive prejudice is an essential element of a viable protest, and where the protester fails to demonstrate that, but for the agency’s error, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *LOGMET LLC*, B-423188.2, June 10, 2025, 2025 CPD ¶ 123 at 11. In this regard, our Office has noted that, under certain circumstances, an agency may waive compliance with a material solicitation requirement, such as page limitations, in awarding a contract if the award will meet the agency’s actual needs without prejudice to other offerors. *Kako’s Spectrum Healthcare*, *supra* at 5.

Here, the protester argues that the agency could have made a ninth award to it without prejudicing the other offerors; however, the protester’s argument is misguided. Protest at 4; Comments at 3. As demonstrated above, to sustain a protest, a protester must demonstrate competitive prejudice to the protester. Here, rather than demonstrate how the agency’s actions have prejudiced the protester, the protester’s argument articulates a reason why the agency could have waived the page limitation requirement without

prejudice to other offerors; such an argument merely establishes a permissive decision the agency could have taken and does not establish an essential element necessary to sustain a protest allegation the agency unreasonably failed to award a ninth award. See *LOGMET, supra*.

Further, the protester does not assert that the agency was required to waive the page limitation. Nonetheless, the protester argues that the agency's decision not to waive the page limit, although discretionary, was unreasonable. Protest at 4; Comments at 3. This argument is unsupported by the record. The record demonstrates that the agency applied the page limitation consistently to every proposal it evaluated and eliminated any excess pages in accordance with the solicitation. AR, Tab 7, RFP amend. 4 at 3; see AR, Tab 11, SSEB Report at 32, 45. The record also shows that although the agency reserved the right to make more or fewer awards, the agency intended to award eight contracts and ultimately did so. AR, Tab 6, RFP amend. 3 at 5-6; AR, Tab 12, SSDD at 3.

Under these circumstances, we find no basis to conclude that the agency's decision not to waive the page limitation for the protester was unreasonable or in error. Moreover, whether the agency could make an additional award to the protester without prejudice to other offerors in this multiple-award construction IDIQ contract context is not the determinative question here. Ultimately, as discussed above, the protester submitted a proposal that exceeded the solicitation's page limitations, assumed the risk in doing so, and was reasonably rejected as technically unacceptable upon evaluation. We, therefore, find no basis to sustain this protest.

The protest is denied.

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General Counsel