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Decision

Matter of: Precise Federal Consulting, LLC

File: B-419956.28; B-419956.29

Date: July 8, 2022

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Karyne Akhtar, Esq., and Krystal A. Jordan, Esq., Department of Health and Human Services, for the agency.

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DIGEST

1. Protest challenging the terms of a solicitation as unduly restrictive of competition and latently ambiguous is dismissed because it was filed after the time for receipt of initial proposals. Although the agency issued guidance after the initial closing date concerning the interpretation of the solicitation, which effectively changed the terms of the solicitation, subsequent guidance issued by the agency reversed the change. Because the change and reversal took place without an opportunity to submit revised proposals, it did not give rise to a new timely protest argument.

2. Protest arguing that the agency interprets a solicitation amendment to improperly permit offerors to revise proposals in a manner inconsistent with the terms of the amendment is denied where the agency states it will not permit such revisions.

DECISION

Precise Federal Consulting LLC, an 8(a) small business mentor-protégé joint venture¹ of Greenbelt, Maryland, challenges the terms of request for proposals (RFP)

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. This program is commonly referred to as the 8(a) Business Development program (or simply “8(a) program”). A mentor-protégé joint venture is an arrangement between a small business protégé firm and a mentor firm

No. 75N98121R00001, which was issued by the Department of Health and Human Services, National Institutes of Health (NIH), for the award of multiple indefinite-delivery, indefinite-quantity (IDIQ) governmentwide acquisition contracts for information technology services, known as Chief Information Officer-Solutions and Partners (CIO-SP4). The protester argues that the terms of the solicitation are unduly restrictive of competition and contain latent ambiguities that do not permit competition on a common basis. The protester also argues that the agency improperly permitted offerors to revise proposals in a manner inconsistent with the terms of the solicitation.

We dismiss the protest in part and deny it in part.

BACKGROUND

NIH issued the solicitation on May 25, 2021, seeking proposals to provide information technology (IT) solutions and services in the areas of health, biomedical, scientific, administrative, operational, managerial, and information systems requirements. Request for Dismissal (RFD) at 2; RFD, exh. 17d, RFP amend. 16 at 9.² The purpose of the CIO-SP4 contracts is to “provide government agencies a mechanism for quick ordering of IT solutions and services at fair and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements, and give government agencies a mechanism to help meet their socio-economic contracting goals.” RFP at 7.

The RFP anticipates the award of multiple contracts, each of which will have a base period of performance of 5 years and one 5-year option. RFP at 38. The solicitation states that the agency will award approximately 305 to 510 IDIQ contracts, including as relevant here, 100 to 125 contracts to small businesses. *Id.* at 143. Each awarded contract will have a maximum ordering value of \$50 billion. *Id.* at 50.

The RFP provides for a 3-phase evaluation of proposals. *Id.* at 173. As discussed below, the phase 1 competition requires offerors to submit a self-scoring sheet that assigns points based on offerors’ representations concerning experience and other capabilities. *Id.* at 157. The solicitation advises that “[o]nly the highest rated offerors will advance to phase 2 of the evaluation.”³ *Id.* at 174.

that is treated as a small business. 15 U.S.C. § 644(q)(1)(C); 13 C.F.R. § 125.8(e). Precise is a joint venture comprised of Swingtech Consulting, Inc. (protégé firm) and Miracle Systems, LLC (mentor firm).

² Citations to the solicitation are to RFP amendment 16, unless otherwise noted. Citations to the record and the parties’ briefings are to the Adobe PDF pages for those documents.

³ In phase 2 of the evaluation, the agency will validate whether offerors’ proposals comply with “go/no-go” criteria and other mandatory certification requirements. RFP at 174. Proposals that satisfy the phase 2 evaluation criteria will advance to phase 3 of

As relevant here, the self-scoring criteria for the phase 1 competition in RFP sections L.5.2.1 through L.5.2.4 provide that offerors may claim points based on experience in the following areas: corporate experience; leading edge technology; federal multiple-award contracts; and Executive Order 13779, which concerns historically black colleges and universities. *Id.* at 157. The value of each experience example will depend on the dollar value of the example, with larger values meriting more points. *Id.* at 157-65.

NIH issued RFP amendment 3 on June 22, 2021. This amendment incorporated questions and answers (Q&As), which included the following concerning the calculation of the dollar value of leading edge technology experience:

Dollar values are calculated for Leading Edge Technology experiences, by calculating the obligated [value] up to the date of submission - obligated not contract ceiling, options, [not to exceed], etc. - dollar amounts for each experience. These experiences cannot have terminated more than 3-years prior to the CIO-SP4 proposal close date.

Request for Dismissal (RFD), exh. 4h, Response to Q&A No. 56, at 18.

NIH issued RFP amendment 6 on July 9, 2021, and stated that corporate experience and leading edge technology examples “must be from the last three years prior to the date the solicitation was originally released (May 25, 2021).” RFD, exh. 7d, RFP amend. 6 at 162, 164. For federal multiple-award contracts experience and Executive Order 13779 experience, the amendment stated that examples “must be from the last three years prior to the date the solicitation was originally released.” *Id.* at 166-67. Initial proposals were due by August 27, 2021. RFD, exh. 12a, RFP amend. 11 Cover Letter at 1.

Following the issuance of our Office’s decision in *Computer World Services Corp.; CWS FMTI JV LLC*, B-419956.18 *et al.*, Nov. 23, 2021, 2021 CPD ¶ 368, the agency issued RFP amendments 12-16.⁴ None of these amendments, however, revised the provisions concerning the May 25, 2021, cutoff for submission of experience examples, or the “date of submission” provision for calculating the value of experience. Revised proposals were due on February 11, 2022.

the evaluation. *Id.* In phase 3 of the evaluation, the agency will evaluate proposals under the following four evaluation factors: (1) health IT capability; (2) management approach; (3) past performance; and (4) price. *Id.* at 176. For purposes of award, the solicitation states that “the government will use a selection methodology that awards contracts to offerors whose proposals represent the best value to the government at fair and reasonable prices.” *Id.* at 173.

⁴ Our decision in *Computer World Services Corp.; CWS FMTI JV LLC* sustained the protest in part, finding that the solicitation improperly limited the number of experience examples that may be submitted by large business mentor firms in a mentor-protégé joint venture, without a reasonable basis to do so.

As relevant here, RFP amendment 12 was issued on December 15, and permitted offerors to make changes to their experience examples, but only if those examples were “affected by the changes in section L.5.2.1 through L.5.2.4,” which concerned experience for firms competing as mentor-protégé joint ventures. RFD, exh. 13a, RFP amend. 12, Cover Letter at 1; see *also id.*, RFD exh. 13d, RFP amend. 12 at 146. These changes addressed the maximum number of experience examples that may be submitted by mentor firms and the minimum requirements for experience examples of protégé firms. *Id.* at 158-165.

The agency issued RFP amendment 16 on February 3, 2022, and affirmed that offerors whose proposals were affected by the revisions in RFP amendment 12 may submit revised proposals. RFD exh. 17a, RFP amend. 16 Cover Letter at 1. Additionally, offerors were required to acknowledge RFP amendments 12-16 and, if no revisions were required, to state the following: “No further action is necessary to acknowledge or address each of these amendments unless an offeror is changing its proposal in accordance with amendment 12 and needs to submit a revised proposal to address the change.” RFD, exh. 17e, RFP amendment 16 attach. J.9 at 1. On February 11, Precise submitted an acknowledgment stating that its proposal did not require revision based on RFP amendment 12. RFD exh. 21b, Precise Acknowledgement.

On March 11, the agency issued a notice advising as follows: “In accordance with the solicitation, the agency will validate the scores to ensure the scores are only based on total obligated contract values within three years prior to May 25, 2021.” RFD, exh. 18, CIO-SP4 Notice, Mar. 11, 2022, at 1. This notice did not permit offerors to submit revised proposals.

On April 20, the agency issued a notice revising the guidance provided in the March notice, as follows:

Per sections L.5.2.1 through L.5.2.4 of the solicitation: “all . . . experience examples must be from the last three years prior to the date the solicitation was originally released (May 25, 2021).” Any experience examples beyond this period will not be considered.

Total obligated (funded) contract values for Corporate Experience . . . will be evaluated in accordance with the solicitation, *i.e.*, total obligated (funded) contract values will be calculated by calculating the total obligated contract values up to the date of proposal submission. (see Amendment 0003, Question and Answer Number 56, page 18).

RFD, exh. 19, CIO-SP4 Notice, Apr. 20, 2022, at 1.

NIH explains that the April notice was issued because the March notice was inconsistent with Q&A No. 56 from RFP amendment 3, which advised that the dollar value for experience examples would be calculated based on the “total obligated

(funded) contract values . . . up to the date of proposal submission, [August 27, 2021]” rather than the values as of May 25, 2021, as stated in the March notice. RFD at 6. The April notice therefore reversed the change from the March notice. See *id.* This notice also did not permit offerors to submit revised proposals.

Precise filed this protest on May 2, arguing that the solicitation is unduly restrictive of competition and contains latent ambiguities that do not permit competition on a common basis. Protest at 8-12. On May 13, NIH requested that our Office dismiss the protest, arguing that the protest was untimely because it was not filed prior to the time for receipt of initial proposals. RFD at 7-12. On May 18, Precise filed its response to the request, and also filed a supplemental protest arguing that NIH’s request stated for the first time that the agency interpreted the solicitation as permitting revised proposals in a manner inconsistent with RFP amendments 12 and 16. Response to RFD & Supp. Protest at 5-8.

On May 26, our Office advised the parties that we dismissed the initial protest challenging the terms of the solicitation as untimely.⁵ Electronic Protest Docketing System (Dkt.) 15. We instructed the agency to file a response to the supplemental protest and provided the protester an opportunity to file comments.

DISCUSSION

Precise argues that the terms of the solicitation, as reflected in RFP amendments 12 and 16, and two notices issued by the agency in March and April 2022 clarifying the terms of the solicitation, are unduly restrictive of competition and contain latent ambiguities that did not permit competition on a common basis. The protester also argues that the agency’s request for dismissal shows that RFP amendments 12 and 16 were ambiguous with regard to the revisions permitted for experience examples. For the reasons discussed below, we dismiss the protester’s first argument as untimely and deny the protester’s second argument.

Challenge to Solicitation Terms

Precise argues that the RFP is unduly restrictive of competition because NIH’s guidance issued on April 20, 2022, “unduly restricts offerors from including experience examples under Sections L.5.2.1 – L.5.2.4 that occurred between May 26, 2021 and proposal submission [*i.e.*, August 27, 2021] yet permits the calculation of obligated values up to the date of proposal submission.” Protest at 9. The protester argues that “[t]he Agency should amend the RFP to (1) confirm the initial proposal submission date of August 27, 2021 (or a new revised proposal submission date) will be utilized to calculate obligated values for experience examples, (2) reflect that experience examples occurring up to that same date will be considered, and (3) permit offerors to submit revised proposals

⁵ Our discussion below finding Precise’s initial protest of the solicitation terms untimely is substantially the same as the explanation provided to the parties on May 26, 2022. See Dkt. 15.

based on these amended terms.” *Id.* at 8. NIH contends that the protest is untimely because the solicitation terms were not challenged prior to the time for receipt of initial proposals. We agree with the agency and dismiss this protest argument.

Solicitations must be drafted in a fashion that enables offerors to intelligently prepare their proposals and compete on a common basis. *Raymond Express Int’l*, B-409872.2, Nov. 6, 2014, 2014 CPD ¶ 317 at 9. An agency’s description of its needs must be free from ambiguity and describe the agency’s minimum needs accurately. *Global Tech. Sys.*, B-411230.2, Sept. 9, 2015, 2015 CPD ¶ 335 at 19. We will consider post-award challenges to the terms of a solicitation where the record shows that the solicitation was ambiguous in a manner that prevented offerors from competing on a common basis. See *Arch Sys., LLC; KEN Consulting, Inc.*, B-415262, B-415262.2, Dec. 12, 2017, 2017 CPD ¶ 379 at 10-11.

Our Bid Protest Regulations require that protests based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals must be filed before that time. 4 C.F.R. § 21.2(a)(1); see *Dominion Aviation, Inc.--Recon.*, B-275419.4, Feb. 24, 1998, 98-1 CPD ¶ 62 at 3. Where an alleged solicitation impropriety is incorporated into a solicitation by, for example, the issuance of an amendment after proposals have been submitted, but there is no opportunity to submit revised proposals, the alleged impropriety must be protested within 10 days of when its existence is known or should be known by the protester. *Id.*; see also *Protect the Force, Inc.--Recon.*, B-411897.3, Sept. 30, 2015, 2015 CPD ¶ 306.

The solicitation terms challenged by Precise--those reflected in RFP amendments 12 and 16 and the April notice--provide that: (1) experience examples “must be from the last three years prior to the date the solicitation was originally released,” *i.e.*, May 25, 2021⁶, and (2) the value of such experience examples will be calculated based on “the obligated [value] up to the date of submission.” These solicitation terms are the same as those in effect at the time initial proposals were due on August 27, 2021. See RFD, exh. 12d, RFP amend. 11. NIH argues that because Precise did not challenge those terms prior to the initial closing date of August 27, 2021, any challenge to the identical terms reflected in the April 2022 notice are untimely. RFD at 11.

Precise argues that its protest is timely because it reasonably understood, at the time it submitted its proposal on August 27, 2021, that the RFP allowed offerors to include experience examples that began after May 25, 2021:

⁶ As discussed above, RFP amendment 6 stated that corporate experience and leading edge technology examples “must be from the last three years prior to the date the solicitation was originally released (May 25, 2021),” while federal multiple-award contracts experience and Executive Order 13779 experience “must be from the last three years prior to the date the solicitation was originally released.” *Id.* at 162, 164, 166-67. Although the solicitation phrased the cutoff date in two different ways, both clearly refer to the same date, May 25, 2021.

Here, Precise reasonably believed that it could include examples that began after May 25, 2021 and could include the value of examples submitted up until the time of proposal submission. *Indeed, nothing in the Solicitation expressly stated that the Agency would refuse to consider examples and values that were more recent than May 25, 2021.* In fact, and as it relates to value, the Agency stated in its Q&A (Question 56) that dollar values are calculated “by calculating the obligated [value] up to the date of submission.” *And nothing in the Solicitation put offerors on notice of the Agency’s interpretation that different dates applied to the recency and value determinations.*

Protest at 11 (emphasis added); see Resp. to RFD at 2.

We find that the protester’s interpretation is inconsistent with the plain language of the solicitation, which has stated at all times after the issuance of RFP amendment 6 on July 9, 2021, that experience examples “must be from the last three years prior to the date the solicitation was originally released,” *i.e.*, May 25, 2021. RFD, exh. 7d, RFP amend. 6 at 162. Additionally, as the protester notes, since the issuance of RFP amendment 3 on June 22, 2021, the RFP has provided for differing dates for the submission of experience examples (the RFP’s May 25, 2021 issuance date) and the calculation of the value of those examples (“the date of [proposal] submission”). Thus, to the extent the protester believed that the RFP unreasonably limited the submission of experience examples to May 25, 2021, or that the RFP unreasonably provided for different dates for the submission of experience and the calculation of the value of that experience, this protest should have been filed prior to the date for receipt of initial proposals on August 27, 2021.

Precise also argues that its protest is timely because NIH’s March notice changed the terms of the solicitation with regard to the date to be used to calculate the value of experience references, and that the April notice unreasonably reversed this change. Resp. to RFD at 2-3. The protester contends, in essence, that the change reflected in the March notice was favorable for offerors whose experience did not meet the May 25, 2021, cutoff, and that the April notice was unfavorable for such offerors. See *id.* at 3-4. The protester therefore argues that its protest, which was filed within 10 days of the issuance of the April notice, is timely. *Id.* at 2, 4.

We recognize that the agency’s March notice effectively changed the terms of the solicitation by stating that the dollar value of experience examples would be calculated “based on total obligated contract values within three years prior to May 25, 2021.” RFD, exh. 18, CIO-SP4 Notice, Mar. 11, 2022, at 1. The April notice, however, effectively reversed the change made by the March notice by stating that the agency would calculate the dollar value of experience examples based on the method set forth in Q&A No. 56 and RFP amendment 6. RFD, exh. 19, CIO-SP4 Notice, Apr. 20, 2022, at 1. The April notice therefore confirms that NIH will calculate the dollar value of experience examples using the methodology that was in effect at the time for initial proposal submission on August 27, 2021. In sum, the facts show that: (1) the March

notice interpreted the terms of the solicitation after the time for receipt of initial proposals regarding the calculation of the value of experience references in a manner that effectively changed the RFP's methodology that was in place at the time of initial proposal submissions; (2) the April notice reversed the agency's interpretation from the March notice, by stating that the agency would follow the methodology that was in place at the time for receipt of initial proposals; and (3) the change and reversal of that change both occurred during a time when proposal revisions were not permitted. Under these circumstances, we find no basis to find timely this protest challenging the final terms of the solicitation, as those terms are identical to the terms prior to the time for receipt of initial proposals.

Finally, Precise argues that the solicitation contains a latent ambiguity as between the March and April notices, and that its protest is timely because it was raised within 10 days of the issuance of the April notice. In this regard, the protester contends that the agency's March interpretation and April reversal of that interpretation shows that the solicitation was ambiguous as to how the dollar value of experience should be calculated. See Resp. to RFD at 4.

An ambiguity exists when two or more reasonable interpretations of the terms or specifications of the solicitation are possible. See *Ashe Facility Servs. Inc.*, B-292218.3, B-292218.4, Mar. 31, 2004, 2004 CPD ¶ 80 at 10. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle or nonobvious. *Id.* at 11. A solicitation is not ambiguous unless it is susceptible to two or more reasonable interpretations. *LCLC Inc./CfMRF*, B-414357, May 22, 2017, 2017 CPD ¶ 153 at 5. A party's interpretation need not be the most reasonable to support a finding of ambiguity; rather, a party need only show that its reading of the solicitation is reasonable and susceptible of the understanding that it reached. *The HP Grp., LLC*, B-415285, Dec. 14, 2017, 2017 CPD ¶ 385 at 5.

We find no basis to conclude that the solicitation was ambiguous. As discussed above, the RFP plainly advised offerors that there were different dates for the timeframes of experience examples the agency would consider and for the calculation of the dollar value of the experience examples. The fact that the solicitation, prior to the March notice, clearly and unambiguously provided for different dates was apparent on its face as of the time for initial proposal submission on August 27, 2021, as well as the time for revised proposal submissions on February 22, 2022. The March notice stated the calculation of the dollar value for experience examples would be based on the May 25, 2021, cutoff. This statement clearly and unambiguously conflicted with the previous terms of the solicitation, through RFP amendment 16, which stated that the dollar value for experience examples would be based on the value at time of proposal submission. The April notice reversed this conflict by stating that the prior terms would be followed: value will be based on the time of proposal submission. Thus, while there was for a time between the March and April notices a conflict between the agency's interpretation of solicitation terms, at no time was there any ambiguity regarding the terms of the solicitation.

Although Precise contends that “nothing in the Solicitation expressly stated that the Agency would refuse to consider examples and values that were more recent than May 25, 2021,” Protest at 11, the RFP prior to the March notice clearly stated otherwise, and the April notice corrected the conflict created by the March notice to affirm the RFP’s original, unambiguous position. Because the protester’s allegation that the solicitation was ambiguous relies on an unreasonable interpretation of the solicitation, we do not agree that there was any ambiguity. *Nelnet Diversified Solutions, LLC*, B-418870.2 *et al.*, Oct. 19, 2020, 2020 CPD ¶ 329 at 15. In any event, the conflict between the two dates in the solicitation was obvious; thus, even if we were to find an ambiguity, we would find that it was patent, rather than latent. See *Ashe Facility Servs. Inc.*, *supra*. On this record, we agree with the agency that this argument sets forth an untimely challenge to the terms of the solicitation. We therefore dismiss the protest.

Latent Ambiguity Disclosed in Request for Dismissal

Precise argues that NIH’s request for dismissal of its initial protest argument characterized the terms of RFP amendments 12 and 16 in a manner that disclosed for the first time a latent ambiguity concerning offerors’ ability to submit revisions to their experience examples. Response to RFD & Supp. Protest at 5-8. We find no merit to this argument.

As discussed above, RFP amendment 12 was issued on December 15, 2021, to revise the terms of the RFP concerning experience examples that may be submitted by offerors competing as mentor-protégé joint ventures. This amendment permitted offerors to make changes to their experience examples, but only if those examples were “affected by the changes in section L.5.2.1 through L.5.2.4,” which revised the minimum and maximum numbers of experience examples that may be submitted by mentor and protégé firms. RFD, exh. 13a, RFP amend. 12, Cover Letter at 1; *see also id.*, RFD exh. 13d, RFP amend. 12 at 146. RFP amendment 16 reiterated the limitations on the submission of revised experience examples, and also instructed offerors to advise if their proposals did not require revision. RFD exh. 17a, RFP amend. 16 Cover Letter at 1.

Precise contends that it understood RFP amendment 12 to permit offerors to submit revised experience examples only if an offeror’s examples were affected by the changes in that amendment. Response to RFD & Supp. Protest at 6-7. The protester states that its proposal, submitted in August 2021, was not affected by the changes in RFP amendment 12, and that it therefore advised the agency in February 2022 that it had no revisions to its proposal. *Id.*; *see also* RFD exh. 21b, Precise Acknowledgement.

NIH’s request for dismissal of Precise’s initial protest noted that the protester’s proposal included an experience example that was beyond the May 25, 2021, cutoff date, and thus was not eligible for consideration. RFD at 9. The agency argued that the protester appeared to have “decided” against changing this reference, despite being given the opportunity to do so in connection with RFP amendment 12:

Despite having the opportunity to revise its proposal in light of Amendment 12, the Protester *decided against exchanging its untimely experience example with one that clearly fit within the stated time limitations*. See Exs. 21a-21b. Moreover, neither the March 11, 2022, nor the April 20, 2022, Notices to Offerors changed the Solicitation requirements regarding the time period limitation for experience examples submitted under Section L.5.2. Thus, the Protester's inclusion of this experience example appears to be based on an error or perhaps an oversight on the Protester's part, rather than an unclear or unreasonable Solicitation requirement.

Id. (emphasis added).

Precise argues that NIH's statement shows that the agency interpreted RFP amendment 12 to allow offerors to substitute experience examples even if their proposals were not affected by the changes in RFP amendment 12 in sections L.5.2.1 through L.5.2.4. Response to RFD & Supp. Protest at 6. The protester contends that the agency's interpretation is contrary to the plain language of RFP amendments 12 and 16 that limited proposal revisions to those experience examples affected by the changes in amendment 12. *Id.* at 6-7. The protester states that, had it known of the agency's undisclosed interpretation, it would have substituted one of its experience examples that did not meet the May 25, 2021, cutoff date, for one that the protester contends would have merited a higher score under the self-scoring criteria. *Id.* at 7.

NIH contends that RFP amendments 12 and 16 are not ambiguous with regard to the ability to make revisions to an offeror's experience examples, and that the agency's request for dismissal neither illustrated a latent ambiguity in the amendments nor introduced a new ambiguity concerning the amendment. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. Instead, the agency explains that the statement "was meant to underscore that at the time of Amendment 12, the Protester had the opportunity to exchange its experience example in response to Amendment 12, if so warranted, *i.e.*, if done in accordance with Amendment 12 solicitation instructions." *Id.*

NIH further explains that it will only permit an offeror to revise its experience examples if its proposal was affected by RFP amendment 12. *Id.* In this regard, the agency states that its interpretation of RFP amendment 12 is the same as the protester's--that proposal revisions concerning experience are allowed only if required by RFP amendment 12's changes in sections L.5.2.1 through L.5.2.4 to the minimum and maximum number of experience examples for mentor-protégé joint venture offerors. *Id.* at 2, 4.

We agree with Precise and NIH that RFP amendments 12 and 16 clearly and unambiguously state that proposal revisions were allowed only for experience examples affected by the changes to RFP amendment 12. RFD, exh. 13a, RFP amend. 12,

Cover Letter at 1; exh. 17a, RFP amend. 16 Cover Letter at 1. Even if the agency's request for dismissal could be interpreted to state, as argued by the protester, that offerors could revise their experience examples without regard to whether the examples were affected by amendment 12, we see no basis to sustain the protest. NIH, in this regard, states that this statement was not intended to reflect an interpretation inconsistent with the plain meaning of the limitations set forth in RFP amendments 12 and 16, and that the agency will evaluate proposals based solely on the limitations set forth in those amendments concerning revisions. COS/MOL 2, 4.

In essence, Precise attempts to characterize a statement from the agency's request for dismissal of the protest to assert that the agency will allow some offerors to substitute experience references for reasons other than those permitted in RFP amendment 12, and the agency will then evaluate those references to the detriment of firms like Precise that did not substitute its references. The agency, however, clarified the statement from the request for dismissal and specifically represents that it will not permit offerors to revise their experience examples in a manner inconsistent with RFP amendment 12. COS/MOL at 2, 4. Precise, therefore, merely anticipates that NIH will evaluate proposals in a manner inconsistent with the terms of the RFP. Our Office assumes that agencies will conduct procurements in a fair and reasonable manner in accordance with the terms of the solicitation, and we will not consider a protest allegation which speculates that an agency will not evaluate proposals in the manner set forth in the solicitation. *TRAX Int'l Corp.*, B-410441.14, Apr. 12, 2018, 2018 CPD ¶ 158 at 7-8; *Booz Allen Hamilton, Inc.*, B-414822.5, Oct. 13, 2017, 2017 CPD ¶ 315 at 4. We therefore deny this protest argument.

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez
General Counsel