

August 4, 1994

P.S. Protest No. 94-15

INTERLEAF, INC.

Solicitation No. 102590-94-A-0038

DIGEST

Protest against solicitation for an Electronic Technical Document System is denied where specifications are not unduly restrictive of competition and protester has failed to prove that the specifications are unreasonable.

DECISION

Interleaf, Inc., timely protests the terms of solicitation 102590-94-A-0038 for an Electronic Technical Document System (ETDS), claiming that they are unduly restrictive of competition.

The solicitation was issued February 11, 1994, by the Automation Purchasing Office in Merrifield, VA, for the purpose of obtaining for the Maintenance Technical Support Center (MTSC) in Norman, OK, the capability to create and edit technical manuals, and to print hard copies of manuals in various sizes and formats or to generate electronic media copies through the use of an electronic handbook feature.

The Statement of Work (SOW) requires that the ETDS "must be designed around an open system architecture that will allow the inclusion of other software and hardware products as required" and the SOW contains specifications which are designed to allow exchange of information with various entities having different but compatible software.¹ The desktop publisher portion of the ETDS must use the Standard Generalized Markup Language

¹ The SOW describes the MTSC's requirements as follows:

The [MTSC] requires an integrated, user-friendly Electronic Technical Document System (ETDS) with on-demand printing capabilities to enhance the capabilities of its Technical Publications Unit . . . for production of both hard copy documentation and electronic handbooks. The ETDS will also streamline other documentation requirements throughout MTSC.

(SGML), which is a non-proprietary universally-available "language for document representation that formalizes markup or tagging and frees it of system and processing dependencies. SGML identifies the structure of a document."² The SGML "tags" the parts of a document relating to structure, such as the document heading or paragraph. The document type definition (DTD) "defines a set of rules and relationships for a document. The tags identify the structure of documents and do not address document format." The SOW requires that formats (such as typefaces or fonts) assigned to tagged parts be identified by the Format Output Specification Instance (FOSI), which "defines the appearance of an SGML document by determining the format of each tag described in a DTD. FOSI is . . . the recognized government standard for format until [Document Style Semantics and Specification Language (DSSSL)] is approved as the superseding international standard." The SOW also calls for an electronic handbook which "must accept native SGML input as the source information."

After five amendments were issued the initial offer due date became May 3. On May 2, Interleaf filed its protest pursuant to Procurement Manual (PM) 4.5.4 b.³

Interleaf claims that the solicitation contains specifications that are unduly restrictive because they "are written as to enable only a single vendor or group of vendors to be able to comply technically. . . ." Interleaf also claims that there are "inconsistencies" throughout the solicitation. In support of its contentions, Interleaf makes the following assertions:

- Only one vendor, Arbortext, can meet the requirement that the publisher support FOSI in the present and DSSSL when that is completed.
- The Postal Service is mistaken that FOSIs are necessary to ensure consistent document formats, and Interleaf's "pre-DSSSL solution . . . is equally capable of ensuring document style and consistency."
- FOSIs "do not support output to electronic handbook format."
- The requirement that the publisher "provide a high-level interface" to assist in the development of formats "specifically refers to a FOSI editor, which is available from only one vendor, Arbortext." Interleaf's product, although not a FOSI editor, allows users to modify format within a document and "maintain consistency across all the documents in a given book or volume. . . ."
- The requirement for a publisher to provide a feature allowing previewing of a formatted document on-screen before printing is "relatively outdated technology" when compared with the "more desirable WYSIWYG⁴ capability." Such a preview

² The definitions in this paragraph are from a glossary attached to the contracting officer's statement.

³ That section states: "Protests based upon alleged deficiencies in a solicitation that are apparent before the date set for the receipt of proposals must be received by the date and time set for the receipt of proposals."

⁴ WYSIWYG ("What You See Is What You Get") is a "computer system where each user action is immediately displayed on the screen in a way that closely resembles the formatted document on paper." (Contracting officer's glossary.)

feature also is available only from Arbortext.

-- Some solicitation requirements for the electronic handbook can only be met by EBT/Dynatext, including the capabilities of allowing a single book to be viewed in different formats and of modifying file formats "once those files have been converted to a view-only collection." Interleaf contends that the "requirement to support multiple formats in the electronic handbook format is inconsistent with the requirement that the publisher support FOSIs."

-- Only EBT's Dynatext allows "dynamic regeneration of display screens"; allows users to "selectively display only certain information in a view-only document"; allows users to store annotations with text "even after updates or new versions are generated"; and allows printing of graphics separate from text and text separate from graphics. Interleaf would like the Postal Service to explain the need for these features.

Interleaf asks that the solicitation as currently written be cancelled.

The contracting officer's statement in response to the protest asserts that the Postal Service's requirement for an SGML-based publishing system which uses FOSI encourages competition because FOSI is widely used in government and industry and is considered the standard pending the development of DSSSL. This "open, general standard makes it possible for many vendors to produce compatible software." The contracting officer asserts that for future planning purposes, acquiring a system that uses FOSI means that the ETDS "can be upgraded or modified by more than one vendor." In contrast, if the Postal Service chooses an ETDS such as the one Interleaf contends should be considered, it will be procuring an ETDS which "uses a proprietary formatting specification." The latter would permit upgrades or modifications to be made only by the original vendor, "thus limiting competition for future procurements."

The contracting officer lists several other advantages to using FOSI, including a resultant ability to trade technical information with the various vendors which produce the Postal Service's technical documents without those vendors having to own an identical proprietary publishing system. Also, with FOSI the Postal Service will be able to apply different formats to one source document without changing that source document. In specific response to Interleaf's assertions, the contracting officer makes the following additional points:

-- FOSI does not pertain to electronic copies of documents. "As no government accepted standard applies to both hard copy and electronic documentation, MTSC specified a known standard (FOSI) with additional requirements specified separately (Electronic Handbook Style Sheets)."

-- The Postal Service must exchange information with other entities, including contractors and other government agencies. "This can only be accomplished using widely-accepted standards. A . . . FOSI can be exchanged with other entities even though the production tools may not be shared."

-- Formatting options "must be defined outside the document to maintain

consistency with other users' documents." The MTSC does not want individual users to have format editing capability.

The contracting officer concludes that FOSI "is the only government accepted standard for output specifications that meets our needs."

In response to Interleaf's assertions that many of the requirements are unnecessary, the contracting officer provides the reasoning behind the specifications in the SOW. For example, with reference to the electronic handbook, the contracting officer states that its users are not "typical," in that they are maintenance personnel having "a wide range of computer knowledge and experience" and different levels of expertise with each level requiring "different information." MTSC "needs an electronic handbook that is information oriented"; it must "be an interactive tool." The contracting officer states that he does not know whether Interleaf is correct that Arbortext and EBT are the only vendors capable of meeting the requirements, but asserts that any offeror may "purchase the software of either company to create a complying overall system, and that this software is only a small part of the overall document system."

The contracting officer emphasizes that the specifications are "reasonably related" to the Postal Service's needs, and that Interleaf has not met its burden of proving that they are clearly unreasonable, citing *Express One International, Inc.*, P.S. Protest Nos. 92-28, 92-30, 92-35, July 15, 1992. "The apparent inability of Interleaf to meet [the specifications] does not constitute a reason to change the solicitation. Interleaf's protest should be denied."

In response to the contracting officer's statement, Interleaf argues that FOSI is not a standard; interpretation is system-dependent and is effectively proprietary. "An SGML system that uses FOSI does not encourage competition." The protester has submitted a document containing its technical arguments. The protester states, for example, that "[t]wo separate FOSIs are required to change a page size . . . in contrast to a more flexible publishing system like Interleaf" The protester alleges that the Postal Service will require "highly trained and technical personnel to construct FOSIs" because the "process is detailed, and non-intuitive." The protester reiterates its position that only Arbortext can meet the desktop publishing requirements of the solicitation, and that only EBT can meet those for the electronic handbook. "Interleaf contends that the specifications are unduly restrictive because only one vendor can meet them -- not merely because Interleaf is unable to meet them."

In rebuttal, the contracting officer contends that Interleaf's technical information is irrelevant to its claim that the specifications are unduly restrictive.⁵ The contracting officer points to

⁵ The contracting officer asserts that Interleaf has failed to complete its challenge to the Postal Service's needs as stated in the specifications by failing to respond to the reasoning presented in his initial statement on the protest. Nonetheless, the contracting officer has submitted a statement in response to Interleaf's technical arguments which in effect reiterates the advantages of a FOSI compliant editor and restates the Postal Service's needs. The contracting officer concludes:

Interleaf does not understand MTSC's formatting requirements. MTSC's documents are very technical, and all documents of a particular type have identical formats. An individual author's choice or creativity is not desired. The ability in Interleaf's system for the author to make changes would result in chaos to MTSC's publishing system

the interested parties' comments, set forth below, which indicate that there are additional sources of "compliant software" in both the SGML/FOSI desktop publishing and electronic handbook areas. The contracting officer asserts that the Postal Service specifications in this procurement are not unduly restrictive of competition because they are "reasonably related to Postal Service needs" and "several software vendors can comply."

Four interested parties have submitted comments on this protest.⁶ Interested party 1 believes that there are no technical reasons why Interleaf cannot submit a compliant proposal, stating that "we could have proposed a compliant Interleaf solution." This company expresses agreement with the contracting officer's reasoning on requiring FOSIs, asserts that there are no inconsistencies in the solicitation sections cited by Interleaf, and, on the contention that only Arbortext can provide a compliant FOSI editor, states: "We believe that any publishing system, including Interleaf, with a high level method of expressing formatting specifications can meet this requirement. Some just meet it better than others." Interested party 1 proceeds to list several vendors in addition to those cited by Interleaf which it believes offer compliant products.

Interested party 2 also lists alternative vendors and states:

The USPS did not specify that a single vendor was to provide all of the functionality of the SOW. Bidders were free to select from the best available technology in each of the functional areas to provide the best integrated solution. Interleaf had the option of integrating any of the above mentioned products with their offerings to provide the best functional solution.

Interested party 3 asserts that Interleaf's contention that the solicitation contains inconsistencies lacks merit, and that Interleaf's opinions seem to be based on a "lack of knowledge" and understanding of the requirements and products. The fourth interested party also asserts that "more than one product [can] meet the major requirements" and that it "did not feel compelled to offer the products of a single vendor or group of vendors."

The protester declined to reply to the interested parties' comments.

DISCUSSION

When a protester alleges that a solicitation is unduly restrictive of competition:

[I]t is incumbent upon the procuring agency to establish *prima facie* support for its contention that the restrictions it imposes are reasonably related to its needs. . . .

Once the Postal Service establishes *prima facie* support for the allegedly re-

considering the size and complexity of the documents that will be produced. This ability cannot be tolerated.

⁶ We withhold the interested parties' names because the procurement is in progress.

strictive requirements, the protester must present an extremely high level of proof to show that those restrictions are clearly unreasonable.

Memorex Telex Corporation, P.S. Protest No. 92-73, January 8, 1993 (citations omitted); *Amray, Inc.*, Comp. Gen. Dec. B-208308, January 17, 1983, 83-1 CPD 43.

Interleaf has submitted a technical document with its arguments against the Postal Service's stated need for an SGML-based publishing system that uses FOSI, and the contracting officer has responded with equally detailed reasons as to why FOSIs constitute the only standard which satisfies Postal Service needs. In factual disputes, such as this one concerning the merits of using FOSIs, the contracting officer's position is afforded a presumption of correctness which the protester has the burden of overcoming with more than its opinions. See *Federal Properties of R.I., Inc.*, P.S. Protest No. 93-02, May 20, 1993.

Interleaf's allegations of unduly restrictive specifications fail. The contracting officer has given a *prima facie* justification for the FOSI-related requirements--that FOSI is an available, non-proprietary standard--and the protester has not established the unreasonableness of that position. *Memorex Telex Corporation, supra*. It appears that the thrust of Interleaf's protest is not that it or other offerors are prevented from proposing compliant solutions by the specifications, but instead that Interleaf wants to propose what it thinks are better solutions than those the Postal Service has stated that it needs. Interleaf has argued strenuously that the Postal Service should prefer its products because they offer more desirable technology and features, or because the Postal Service really does not need every feature included in the specifications. By themselves, such challenges to the judgment of the agency's technical personnel do not prove that specifications are unduly restrictive because Interleaf has not proven that the Postal Service's preferences are unreasonable. *Id.* The requiring agency has broad discretion⁷ to obtain what it prefers as long as there is sufficient competition.

In this case, the record indicates that the products of which Interleaf complains are widely

⁷ As decisions of this office have stated:

The determination of the procuring activity's minimum needs, and the technical judgments upon which those determinations are based, are primarily the responsibility of the contracting officials who are most familiar with the conditions under which the services to be procured have been used in the past and will be used in the future. . . . We have often held that "the drafting of specifications is primarily a function of the Postal Service's technical experts and this office will not substitute its judgment on a technical matter in the absence of clear and convincing evidence of an error."

Roadway Services, R&D, P.S. Protest No. 92-44, August 25, 1992, quoting *Express One International, Inc., supra*.

Further, the choice as to what is in the best interest of the Postal Service is a business decision within the discretion of the contracting officer and will not be overturned unless the contracting officer has clearly abused his discretion. *Federal Properties, supra*; *Georgia Power Company*, P.S. Protest No. 90-01, February 14, 1990.

available and could constitute components of a variety of offerors' solutions. Interleaf might be barred from offering the particular products which it manufactures and which it believes would suit the Postal Service's needs, but it is well established that the mere fact that the requirement operates to exclude some proposals does not make it unduly restrictive of competition. "If a specification is otherwise reasonable, the fact that one or more potential offerors may be precluded from participating in the solicitation does not render its terms restrictive if they reflect the legitimate needs of the procuring activity." *Dataware Systems Lease, Inc.*, P.S. Protest No. 91-41, Oct 10, 1991, quoting *International Technology Corporation*, P.S. Protest No. 89-21, May 8, 1989.

The protest is denied.

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