

**DECISION****THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

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**FILE:** B-216255**DATE:** December 14, 1984**MATTER OF:** Kepner-Tregoe, Inc.**DIGEST:**

1. When record contains no documentary evidence supporting protester's allegations, GAO will regard them as speculative. Protester has the burden of diligently pursuing and affirmatively proving its allegations, and when it fails to do so, GAO will deny the protest.
2. When no useful purpose would be served by a conference, GAO will deny a protester's request for one.

Kepner-Tregoe, Inc. protests allegedly improper actions of the General Services Administration in procuring civil rights training for agency executives. We deny the protest.

In an initial filing on August 30, 1984, the firm alleged that the training requirement was not synopsisized in the Commerce Business Daily (CBD), as required by an amendment to the Small Business Act, Pub. L. No. 98-72, 97 Stat. 403, 15 U.S.C.A. § 637(e) (1984 Supp.). The firm also alleged that GSA had made or planned to make improper sole source awards to Xerox Corporation and a firm identified as ODI for a seminar originally suggested by Kepner-Tregoe.

GSA responded by providing us with a copy of the CBD of July 5, 1983, in which a requirement for training aids and devices had been synopsisized. According to the agency, it subsequently made multiple awards to several firms including Xerox and Kepner-Tregoe itself. GSA states that use of this Federal Supply Schedule contract, No. GS-03F-84114, is mandatory, and that the training in question has been procured by placing individual orders under it.

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In a supplemental protest and comments dated September 28 and October 18, 1984, Kepner-Tregoe further alleged that \$200,000 orders have been placed with other contractors; that these orders exceed the maximum order limitation for multiple award schedule contracts; and that training seminars are not covered by contract No. GS-03F-84114. The firm concluded that GSA should have conducted a new, competitive procurement. It also requested a conference on this matter.

GSA now argues that the supplemental protest is unsupported since a representative of Kepner-Tregoe knew or should have known of the placement of several individual orders with Xerox by August 27, 1984, when so informed by the director of GSA's Office of Training. In any event, according to GSA, although the Xerox contract contains a \$50,000 maximum order limitation, it applies solely to individual orders; the total amount of the Xerox contract is \$219,000. Individual orders placed with Xerox on July 20 and August 21, 18, and 29, 1984, GSA states, totaled only \$71,200, or well within this amount. GSA also maintains that the orders have been for training aids and devices, as described in the CBD, and not for training seminars.

Kepner-Tregoe's protest concerning failure to synopsise the original requirement clearly is without legal merit, since the synopsis appeared in the July 5, 1983 issue of the CBD. In any event, the Small Business Act Amendment relied on by the protester was not enacted until August 11, 1983, and did not become effective until 90 days thereafter, or well beyond the date of the original solicitation. Further, under this amendment, procurements from mandatory sources of supply are exempt from the requirement to synopsise. 15 U.S.C.A. § 637(e)(1)(D) (1984 ed. sup.). We therefore agree with GSA that subsequent orders under the multiple award schedule contracts need not have been synopsized.

Even if we regard the supplemental protest as a merely amplification of the initial one, we find that Kepner-Tregoe has not met its burden of proof with regard to the later allegations. Kepner-Tregoe has provided no documentary evidence as to the existence or amount of orders to ODI and has not shown that the individual orders to Xerox exceeded the maximum set forth in that firm's contract. Although its own contract contains a limit of

\$100,000, page 16 of the original solicitation, GSA-3FC-83N-008, contains a provision stating that the maximum order limitation will be negotiated individually for each schedule contract. Nor has Kepner-Tregoe provided any support for its allegation that the orders placed with Xerox are beyond the scope of the contract. We therefore regard Kepner-Tregoe's allegations on this point as mere speculation. See Janel, Inc., B-214036.2, May 22, 1984, 84-1 CPD ¶ 547.

Kepner-Tregoe has presented us with a list of eight questions concerning GSA's planning and decisionmaking for this procurement and the agency's future plans for obtaining training services. Kepner-Tregoe not only contends that our Office should obtain this information, but also states that it expects a conference on the matter.

It is not the function of our Office to investigate allegations made in the context of a bid protest. Rather, the protester has the burden of diligently pursuing and affirmatively proving its case. See P-III Associates, B-213856 et al., July 31, 1984, 84-2 CPD ¶ 136. Kepner-Tregoe does not appear to have made any effort to do so, for example by filing a Freedom of Information Act request with GSA. Under these circumstances, we must conclude that Kepner-Tregoe has not met its burden of proof, since we have only conflicting statements by the protester and the contracting agency. See Holley Electric Construction Co., Inc., B-209834, Jan. 31, 1983, 83-1 CPD ¶ 103.

In view of the above, we do not believe any useful purpose would be served by granting Kepner-Tregoe's request for a conference. See Janel, Inc., supra.

The protest is denied.

*for*   
Comptroller General  
of the United States