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**DECISION**



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

**FILE: B-191766**

**DATE: JUN 6, 1978**

**MATTER OF: Fire & Technical Equipment Corp.**

**DIGEST:**

1. Protester's allegations, without evidence sufficient to affirmatively support its position (small business subcontracting to large business violates 100-percent small business set-aside), are speculative and, therefore, protester has not met burden of proof. In any event, review of record discloses (1) that subcontracting, if occurring, represents minor portion of work and (2) no evidence to show contractor will not make significant contribution to manufacture or production of end item. Therefore, protest is denied.
2. It is not GAO practice, pursuant to bid protest function, to conduct investigations for purpose of establishing validity of protester's speculative statements.

Fire & Technical Equipment Corp. (Fire-Tec) has protested the award of a contract, No. N62472-78-C-1609, to Gibson Motor and Machine Service, Inc. (Gibson), under invitation for bids (IFB) No. N62472-78-B-1609, issued as a 100-percent small business set-aside by the Naval Facilities Engineering Command (Navy) for various firefighting equipment.

Fire-Tec contends that Gibson is allegedly purchasing the Twin Agent Firefighting Unit (Twin Agent), which is mounted on the truck chassis with other components, from a large business in violation of the terms of the IFB. Fire-Tec, in support of its contention, indicates that IFB paragraph C.9 (Notice of Total Small Business Set-Aside (1972 Jul) (ASPR § 1-706.5(c)), subparagraph "b," "states that the manufacturer or regular dealer must agree to furnish end items manufactured or produced by small business concerns." Then, Fire-Tec, while admitting that "it is not possible \* \* \* to provide all end items

from small business (i.e., truck chassis, steel, certain supply items etc.)," argues that since the Twin Agent is a "major end item" and manufactured by small business, Gibson must either manufacture the item or purchase it from a small business concern. In further support of its position, Fire-Tec makes an unsupported allegation that a large business may be involved in more than just supplying the fire-fighting equipment. Furthermore, Fire-Tec requests that our Office investigate the subject award and make a determination with respect to Gibson's compliance with the contract requirements. Fire-Tec believes that an investigation by our Office should disclose from whom Gibson is obtaining the Twin Agent.

While an investigation may in fact produce such disclosure, we should note at this point that it is the responsibility of the protester to present evidence to affirmatively establish its position. Phelps Protector Systems, Inc., B-181148, November 7, 1974, 74-2 CPD 244. It is not the practice of our Office to conduct investigations, as Fire-Tec requests, pursuant to our bid protest function for the purpose of establishing the validity of a protester's speculative statements. Mission Economic Development Association, B-182686, August 2, 1976, 76-2 CPD 105. In the absence of probative evidence, we must assume that the protester's allegations are speculative and conclude that the protester has not met its burden of proof. Dependable Janitorial Service and Supply, B-190231, January 3, 1978, 78-1 CPD 1; Mission Economic Development Association, supra.

Notwithstanding, Navy, while neither confirming nor denying Fire-Tec's allegation that Gibson is purchasing Twin Agents from large business, appears to take the position that even if such allegation was true, Gibson is making a significant contribution to the manufacture or production of the firefighting truck, as required by the contract. In support of its position, Navy provided a list of items involved in the purchase of the firefighting trucks and their approximate relationship to the total cost, as follows:

<u>"Item</u>	<u>% of total cost</u>
"a. Chassis including engine, transmission and heavy duty cooling system	50%

<u>"Item</u>	<u>% of total cost</u>
"b. Twin agent package	10%
"c. Accessories for fire apparatus (lights, sirens, etc.)	10%
"d. Internal assembly, finishing	10%
"e. Testing and final shipment preparation	10%
"f. Data	5%
"g. Delivery f.o.b. destination	5%

We have held that as long as a small business firm, even though it has subcontracted a major portion of the work under a contract with the Government to large business, makes some significant contribution to the manufacture or production of the contract "end item," it has met the contractual requirement, as here, that the "end item" be manufactured or produced by small business. See Southwest Tool & Die Co., Inc., 49 Comp. Gen. 41 (1969); J&H Smith Mfg. Co. Inc., B-186303, July 14, 1976, 76-2 CPD 45. Here, we note that the item in question, "b," represents a minor portion, approximately 10 percent, of the total cost of the firefighting trucks, the "end item." Additionally, we find nothing in the record to indicate that Gibson will not make a significant contribution to the manufacture or production of the end item.

Accordingly, Fire-Tec's protest is denied.

*R. P. K. 1976*  
Acting Comptroller General  
of the United States