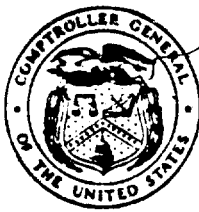


DECISION



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

FILE: B-211563

DATE: May 20, 1983

MATTER OF: Hunt Manufacturing Co.

DIGEST:

1. Responsiveness of bid concerns whether bidder has unequivocally offered to provide required item in conformance with invitation for bids.
2. Bidder's ability to perform contract according to specifications is a matter of responsibility and GAO does not review a contracting officer's affirmative determination of responsibility except in limited circumstances not applicable here.
3. Whether specification requirements are met during performance of contract is a matter of contract administration which GAO will not consider.
4. GAO has no authority to determine what information must be disclosed to protester by Government agency. Protester's recourse is to pursue disclosure remedies under the Freedom of Information Act.

Hunt Manufacturing Co. (HMC) protests the award of a contract to Wilson Jones Co. (WJC) under invitation for bids (IFB) No. 2YC-EBD-A-A1710-S issued by the General Services Administration for three-hole punches.

We dismiss the protest.

HMC contends that WJC is nonresponsive because the product WJC manufactures does not meet the IFB specifications in several respects. The responsiveness of a bid concerns whether a bidder has unequivocally offered to provide the requested item in conformance with the IFB terms and specifications. Gavlton Industries, Inc., B-199584.2, September 5, 1982, 82-1 CPD 402. HMC does not contend, however, that there is anything in the WJC bid that shows that it will not comply. Thus, there is no basis to view WJC's bid as nonresponsive. Gavlton Industries, Inc., supra.

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WJC's ability to furnish the product in accordance with the specifications is a matter of responsibility. Domar Industries, B-209861, December 30, 1982, 82-2 CPD 589. HMC has indicated that the contracting officer made an affirmative determination of WJC's responsibility and that HMC disagrees with the determination. However, our Office does not review an affirmative determination of responsibility absent a showing that the contracting officer acted fraudulently or in bad faith or that definitive responsibility criteria in the IFB were not met. Domar Industries, supra. Neither exception applies here.

Further, whether the specification requirements are met during performance of the contract is a matter of contract administration which we will not consider. Tenavision, Inc., B-208857, September 21, 1982, 82-2 CPD 256; Gavlon Industries, Inc., supra.

HMC also complains that the contracting officer has refused to provide it a copy of the preaward survey report. However, our Office has no authority to determine what information must be disclosed by Government agencies. HMC's recourse is to pursue its disclosure remedies under the procedures provided by the Freedom of Information Act, 5 U.S.C. § 552 (1976). Westec Services, Inc., B-204871, March 19, 1982, 82-1 CPD 257.

Harry R. Van Cleve
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Acting General Counsel