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DECISION



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

FILE: B-207786

DATE: June 28, 1982

MATTER OF: EMS Development Corporation

DIGEST:

1. GAO will review a termination for convenience when it is based on an agency determination that the initial contract award was improper.
2. Where the specifications contained in the solicitation were ambiguous and offerors did not compete on a common basis, the contract award based on those specifications was improper.

EMS Development Corporation protests the termination for convenience of its contract No. N61339-82-C-0054 by the Department of the Navy. We deny the protest.

According to EMS, the decision to terminate its contract was based on the Navy's determination that the contract requirements were not clearly defined and were subject to different interpretations. Whether a contract should be terminated for the convenience of the Government is a discretionary administrative decision which ordinarily does not rest with our Office. However, we will review a termination for convenience where, as here, it is based on an agency determination that the initial contract award was improper. See American Vault Company, Inc., B-198605, September 3, 1980, 80-2 CPD 168.

We agree that the award was improper in this case. It is a basic principle of Federal procurement law that specifications must be sufficiently definite as to permit competition on a common basis, and accordingly, they must be free from ambiguity. An ambiguity exists if the specifications are susceptible to more than one reasonable interpretation. M. J. Rudolph Corporation, B-196159, January 31, 1980, 80-1 CPD 84. In the present case, the

agency found that the specifications are subject to different interpretations and EMS does not dispute that this is true.

EMS does argue that the agency should have given it the opportunity to modify its offer to comply with the desired changes rather than issuing a resolicitation containing revised specifications. However, we believe that this would be prejudicial to the other offerors who responded to the solicitation and who were not afforded an opportunity to compete on a common basis.

EMS also asserts that the Navy's actions are suspect because the ambiguities should have been apparent prior to contract award. Even assuming that this allegation is true, the contract award based upon ambiguous specifications is nevertheless improper and the termination for convenience therefore appropriate.

Since the protester's initial submission affirmatively demonstrates that the protest is legally without merit, we have reached our decision without requesting an agency report. Racon Inc., B-199964, September 3, 1980, 80-2 CPD 174.

The protest is summarily denied.

for *Harry P. DeLoach*
Comptroller General
of the United States