

**DECISION**

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

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**FILE:** B-218365.3      **DATE:** June 27, 1985  
**MATTER OF:** Douglass Industries, Inc.

**DIGEST:**

Protest that contract should be conformed to extend the period of performance is denied. Absent fraud or willful deceit, one who signs a contract which he has had an opportunity to read is bound by the terms of that contract and will not be allowed to complain later that the contract does not express the terms to which it agreed.

Douglass Industries, Inc. protests that contract No. F61546-85-D-0018, awarded to Douglass by the Air Force, does not conform to request for proposals (RFP) No. F61546-84-R-0183. Douglass contends that the contract to supply carpet and carpet tile requirements should be reformed to allow Douglass to supply requirements for 1 year from the date of award. As signed by Douglass, the contract runs from the date of award, April 23, 1985, until June 30, 1985. We deny the protest.

The RFP was issued on January 25, 1984, to solicit offers for one or more requirements contracts to supply carpet and carpet tiles. Douglass submitted the low evaluated offer on a number of line items but was initially found to be nonresponsive. The procurement has been the subject of a court action by Douglass in the U.S. District Court for the District of Columbia (Civil Action No. 84-2308), a Certificate of Competency (COC) proceeding before the Small Business Administration (which issued a COC), two other protests by Douglass, Douglass Industries, Inc. Reconsideration, B-218365.2, May 9, 1985, 85-1 CPD ¶ \_\_\_\_\_, Douglass Industries Inc., B-215727, Aug. 22, 1984, 84-2 CPD ¶ 212, and a protest by Hugo Auchter, GmbH, B-217400. Although a decision on Auchter's protest is pending, the Air Force agreed with Douglass in April that

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some of the RFP line items were no longer in dispute and should be awarded to Douglass. The Air Force sent Douglass award documents which contained the following clause:

"This contract shall be effective from the date as shown on the face of this contract or the date of approval of the contract, whichever is later, through June 30, 1985."

Although Douglass acknowledges that it was aware of this provision when it received the award documents on April 23, 1985, it signed and executed the contract on that date.

Douglass contends that the RFP contained a provision, at paragraph 2871(b), which it says required any award under the solicitation to have a duration of 12 months from the award date. According to Douglass, the Air Force, by inserting the shorter performance period into the contract, changed its requirements after "bid opening" to the prejudice of Douglass and all other bidders. Douglass requests that we determine that this change was improper and order that its award be extended to April 22, 1986, 12 months from the date that its contract was awarded.

It is clear that Douglass was aware when it signed the contract that it was only to run until June 30. In the absence of fraud or willful deceit, which are not alleged here, one who signs a contract, which he has had an opportunity to read and understand, is bound by the terms of that contract and will not be allowed to complain later that the contract does not express the terms to which it agreed. B-171791, May 11, 1971.

We deny the protest.

  
Harry R. Van Cleave  
General Counsel