

manner by which the supplies or services will otherwise be acquired; and

- (G) Disclosing the status of performance and payments under the contract, including contemplated performance and payments.
 - (iii) A signed copy of the bid involved.
 - (iv) A copy of the invitation for bids and any specifications or drawings relevant to the alleged mistake.
 - (v) An abstract of written record of the bids received.
 - (vi) A written request by the contractor to reform or rescind the contract, and copies of all other relevant correspondence between the Contracting Officer and the contractor concerning the alleged mistake.
 - (vii) A copy of the contract and any related change orders or supplemental agreements.
 - (viii) A determination and findings.
- (f) A record of (1) all determinations made in accordance with this subsection, (2) the facts involved, and (3) the action taken in each case shall be included in the contract file.

5. Mistakes in Quotation on Small Purchases.

(a) A written offer submitted on a term contract or normal bid differs contractually from an oral quotation on a small purchase. A written offer, if responsive to the solicitation and submitted by a responsible offeror becomes an effective contract upon acceptance by the Government. The contract is bilateral since the parties have indicated their mutual assent. A request for quotations and a quotation in response, such as occurs with small purchases, becomes an effective unilateral contract when the contractor who has been issued the purchase order (the Government's offer) signs the order or begins work on the requirement (the contractor's acceptance). The distinction between bilateral and unilateral contracts as to the effective contract date, affects the administrative procedures utilized in handling a claim of mistake in quotation. The procedures used for a bilateral contract mistake-in-bid claim have been previously discussed in this section. Claims of mistakes in oral small purchase quotations fall into the following categories.

(1) *Suspected mistakes in quotation.* Whenever the Contracting Officer suspects that a mistake may have been made in a small purchase quotation, the supplier shall be

requested to review and confirm the accuracy of its quotation. The requirement shall be orally repeated if the original request for quotation was delivered orally. The contractor shall not be notified of the percentage or dollar difference between the low quotation and next low quotation.

(2) *Mistakes claimed prior to the issuance of a purchase order.* Should the contractor claim a mistake in quotation at this point the Contracting Officer may take any one of three actions:

- (i) allow the contractor to withdraw its quotation;
- (ii) accept a corrected quotation; or
- (iii) negotiate a change in quotation.

(3) *Mistakes claimed after the issuance of a purchase order but prior to contractor performance.* Technically, in this area the Contracting Officer can take actions similar to those described in the preceding paragraph within the following guidelines:

(i) Cancel the purchase order. If the claim of mistake does not appear fair and reasonable or the integrity of the competitive system is jeopardized, the Contracting Officer may cancel the purchase order. The procurement then could be offered to the next lowest supplier or re-solicited.

(ii) Allow the contractor to correct its quotation up to an amount not greater than the next low quotation, providing the Contracting Officer determines that any upward correction is fair and reasonable.

(4) *Mistakes after the contractor has begun performance.* Mistakes falling into this category shall be handled in the same manner as any post-award mistake in bid as covered previously in this section.

(b) *Special considerations.* If a small purchase is of a particularly critical nature or the prospective contractor has a history of claiming mistakes in quotation, the Contracting Officer can require the awarded contractor to return a signed copy of the purchase order as verification of the contractor's acceptance of the order. This will lessen the delay in procuring the requirement, should there be a claim of mistake in quotation, by establishing an effective contract date as early as possible.