Case materials will be provided on TWEN. The Federal Acquisition Regulation (in Title 48 of the Code of Federal Regulations) is known as “the FAR.” It is an important source of rules and regulations that relate to the federal procurement system, and we will expect you to have reviewed the assigned FAR provisions. You can access the current version of the FAR (free of charge) for class purposes at the following website: https://www.acquisition.gov/?q=browsefar.

Class 1 (August 18) – Introduction; the FAR System; Authority to Contract:
Appropriations
- FAR Subpart 1.6
- G.L. Christian & Assoc. v. United States, 312 F.2d 418 (Ct. Cl. 1963)
- General Dynamics v. United States, 131 S. Ct. 1900 (2011)
- 31 U.S.C. §§ 1301, 1341, 1342, 1350, 1351, 1502, 1552, and 1558

Class 2 (August 25) – Types of Contracts; Commercial Item Contracting
- FAR 2.101 (definition of commercial item); FAR Part 12; FAR 52.212-4
- American Electronic Laboratories v. United States, 774 F.2d 1110 (Fed. Cir. 1985)
- Urban Data Systems, Inc. v. United States, 699 F.2d 1147 (Fed. Cir. 1983)
- CGI v. United States, 779 F.3d 1346 (Fed. Cir. 2015)

Class 3 (September 1) – Competition in Contracting; Noncompetitive Procedures
- FAR Part 6
- AT&T Communications v. WilTel, 1 F.3d 1201 (Fed. Cir. 1993)
- Emery Worldwide Airlines, Inc. v. United States, 264 F.3d 1071 (Fed. Cir. 2001)

Class 4 (September 8) – Sealed Bidding and Negotiated Procurement
- Sealed Bidding
  - FAR Part 14 (excluding Subpart 14.5)
  - FAR 5.002 & Subparts 5.1 and 5.2
- Negotiated Procurements
  - FAR Part 15 (excluding Subpart 15.4)
  - Lockheed Missiles & Space Co. v. Bentsen, 4 F.3d 955 (Fed. Cir. 1993)
  - Information Technology & Applications Corp. v. United States, 316 F.3d 1312 (Fed. Cir. 2003)
- GSA Schedule Competitions and IDIQ Contracts
  - FAR 8.405; FAR 16.505
Class 5 (September 15) – Bid Protests
• 28 U.S.C. § 1491
• FAR Subpart 33.1
• 4 C.F.R. Part 21
• The Boeing Company, B-311344, June 18, 2008, 2008 CPD ¶ 114
• Statistica, Inc. v. Christopher, 102 F.3d 1577 (Fed. Cir. 1996)
• RAMCOR Servs. Group, Inc. v. United States, 185 F.3d 1286 (Fed. Cir.1999)
• Blue & Gold Fleet, L.P. v. United States, 492 F.3d 1308 (Fed. Cir. 2007) (through § II.B.2 of decision only)

Class 6 (September 22) – Sources of Contract Disputes I--Changes, Delays, Differing Site Conditions, and Acceleration
• FAR Part 43; FAR 52.243-1
• FAR § 52.242.17; FAR 52.249-14
• FAR §52.236-2
• White v. Edsall Constr. Co., 296 F.3d 1081 (Fed. Cir. 2002)
• Ace Constructors, Inc. v. United States, 499 F.3d 1357 (Fed. Cir. 2007)
• Fraser Constr. Co. v. United States, 384 F.3d 1354 (Fed. Cir. 2004)
• Int’l Tech. Corp. v. Winter, 523 F.3d 1341, 1348-49 (Fed. Cir. 2008)

Class 7 (September 29) – Sources of Contract Disputes II--Contract Interpretation and Pricing of Adjustments
• LAI Servs., Inc. v. Gates, 573 F.3d 1306 (Fed. Cir. 2009)
• Bell BCI Co. v. United States, 570 F.3d 1337 (Fed. Cir. 2009)
• Servidone Constr. Corp. v. United States, 931 F.2d 860 (Fed. Cir. 1991)
• Propellec Corp. v. Brownlee, 342 F.3d 1335 (Fed. Cir. 2003)
• Grumman Aerospace Corp. v. Wynne, 497 F.3d 1350 (Fed. Cir. 2007)
• Mabis v. General Dynamics C4 Systems, Inc., 633 F.3d 1356 (Fed. Cir. 2011)

Class 8 (October 6) – Contract Claims; The Contract Disputes Act
41 U.S.C. §§ 7101-7109
• FAR Subpart 33.2; FAR § 52.233-1
• Reflectone, Inc. v. Dalton, 60 F.3d 1572 (Fed. Cir. 1995)
• Bill Strong Enterprises, Inc. v. Shannon, 49 F.3d 1541 (Fed. Cir. 1995)
• Burnside-Ott Aviation Training Center v. Dalton, 107 F.3d 854 (Fed. Cir. 1997)
• Alliant Tech. Sys, Inc. v. United States, 178 F.3d 1260 (Fed. Cir. 1999)
• M. Maropakis Carpentry, Inc. v. United States, 609 F.3d 1323 (Fed. Cir. 2010)

Class 9 (October 13) – Convenience Terminations
• FAR 52.249-2; FAR Subparts 49.1, 49.2
• Torncello v. United States, 681 F.2d 756 (Ct. Cl. 1982)
• Krygoski Constr. Co. v. United States, 94 F.3d 1537 (Fed. Cir. 1996)
• Am-Pro Protective Agency, Inc. v. United States, 281 F.3d 1234 (Fed. Cir. 2002)
• SWR, Inc., ASBCA No. 56708, 15-1 BCA ¶ 35,832
Class 10 (October 20) – Default Terminations

- FAR 52.249-8; FAR Subpart 49.4
- DCX, Inc. v. Perry, 79 F.3d 132 (Fed. Cir. 1996)
- Lisbon Contractors, Inc. v. United States, 828 F.2d 759 (Fed. Cir. 1987)
- McDonnell Douglas Corp. v. United States, 567 F.3d 1340 (Fed. Cir. 2009)

Class 11 (October 27) – Teaming and Subcontracting

- FAR Subpart 9.6, FAR Part 44 and FAR Subpart 19.7
- FAR 52.244-2; FAR 52.244-5
- OFCCP v. Manheim Auctions, Inc., 11-OFC-00005 (June 14, 2011)
- UPMC Braddock et al., v. Harris, 934 F.Supp. 2d 238 (D.D.C. 2013)

Class 12 (November 3) – Ethics in Government Contracting; Contractor Responsibility; Suspension and Debarment

- Ethics in Government Act, 18 U.S.C. §§ 207-216
- Procurement Integrity Act, 41 U.S.C. § 2101-2107; FAR 3.104
- Anti-Kickback Act, 41 U.S.C. §§ 8701-8707
- FAR Subpart 3.10; FAR 52.203-13; FAR 52.203-14
- FAR Subpart 9.4
- Caioia v. Carroll, 851 F.2d 395 (D.C. Cir. 1988)
- Agility Def. & Gov’t Servs. v. Dep’t of Defense, 739 F.3d 586 (11th Cir. 2013)

Class 13 (November 10) – False Claims; Defective Pricing

- FAR 15.401-15.403
- 31 U.S.C. §§ 3729-3731
- Wynne v. United Technologies Corp., 463 F.3d 1261 (Fed. Cir. 2006)
- Daewoo Eng’g & Constr. Co. v. United States, 557 F.3d 1332 (Fed. Cir. 2009)
- Veridyne Corp. v. United States, 758 F.3d 1371 (Fed. Cir. 2014)

Class 14 (November 17) – Review/Make-up

Exam Period: December 3-16, 2016 (see notes below)

Additional Notes:

Syllabus and Communications: The syllabus (and particularly the order of classes) may change slightly. To the extent we know of changes in advance, we will announce them at class. Frequently, however, we will communicate with you via email regarding changes to the schedule, any cancellations, to distribute materials, and the like. You are responsible for checking your emails for information regarding class.

Participation: We will consider class participation in grading. We do not anticipate lowering the grade of anyone who regularly attends class, but we may make a single-increment
adjustment to the grade(s) of the student(s) whose participation has, in our sole judgment and
discretion, made the most significant contribution to the course (e.g., from “B” to “B+”).

Exam: We currently anticipate a take-home exam (but reserve the right to change our minds as the semester progresses). We will likely give two questions, which will likely be in multiple parts and of the issue-spotting variety. The exam will be open book. We usually ask one question about contract formation and another question about contract administration/changes/termination (but reserve the right to change our minds as the semester progresses).

If you have any questions about grading or other such administrative matters, please contact one of us.