



## FALL 2025 COURSE SYLLABUS

Course Number: 230-001  
Course Title: Government Contracts  
Credit Hours: 2  
Meeting Time(s): WED 8:10P-10:10P  
Meeting Mode: ON CAMPUS  
Exam Time(s): TAKE HOME  
Exam Mode: TAKE HOME  
Prerequisite(s): N/A  
Corequisite(s): N/A  
Instructor(s):

George Petel | Ryan Frazee

### Contact Info:

[gpel@gmu.edu](mailto:gpel@gmu.edu) | [jfrazee2@gmu.edu](mailto:jfrazee2@gmu.edu) | If you have any questions about grading or other such administrative matters, please contact one of us.

### Reading(s) & Supplement(s):

Case materials are available on Westlaw and Lexis. 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/browse/index/far>.

### Course Overview

This course examines the basic statutory and regulatory principles of contracting with the United States Government. Topics covered will follow the “life cycle” of a government contract, from acquisition planning and contract formation through performance and termination. We will also cover ethics and compliance obligations that are unique to government contracts and issues that arise in corporate transactions involving government contractors.

### Course Learning Outcomes

By the end of the course students should have acquired:

- 1) An understanding of the basic principles that make government contracts different from commercial contracts between private parties
- 2) The skills of statutory and regulatory analysis, including the application of statutes and regulations to contract formation, performance and termination
- 3) An understanding of the unique administrative and judicial fora responsible for resolving disputes involving government contracts and their contributions to government contracts law

## Grading Policies

### Attendance:

Per AR 3-1.4, “maintenance of matriculation requires regular class preparation, participation and attendance, registration in the course of study required for the student’s program (full-time or part-time), successive registration for each fall and spring term of each academic year until study is completed, and compliance with all other relevant requirements.”

### Absences:

Per AR 4-1.1, “if a student is absent for any reason for more than 20 percent of the sessions of a course, the student is not eligible for credit in that course. A student who is not present for at least 75 percent of a session of the course is absent from that session.”

### Participation & Preparation:

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:

The exam will be a take-home exam, with 24 hours to complete it. The exam will be open book. We will likely give two essay questions and 4-5 short-answer questions. The essay questions will likely be in multiple parts and of the issue-spotting variety. We usually ask one essay question about contract formation and another question about contract administration/changes/termination (but reserve the right to change our minds as the semester progresses).

### Use of Technology & AI:

Generative AI tools may be used in this course only for the following purposes, and with the following guidelines. Students may use AI in this course to brainstorm, outline, explore, and assist in summarizing case law, but may not use AI at any point during the 24-hour exam period. Students must use AI tools responsibly, verify facts presented by AI, disclose when AI tools are used to create course work product, properly cite any AI tools utilized, and should be prepared to produce the transcript of prompts and responses upon request. Misuse of AI or use during the exam will be treated as a violation of academic standards.

### Additional Comment(s):

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.

### Use of Electronic Text Books During Exams:

Students are permitted one laptop computer for exam taking purposes. Additional laptop computers or any other electronic data storage devices are not allowed in an exam room, unless permitted by the course instructor's written exam instructions. Electronic text books (e-books) may be used during exams that are designated as open book by the instructor, and the instructor allows text books to be used during the exam and allows access to a student's computer files during the exam (open exam). E-books may not be used in exams where the instructor does not allow students to access their computer files during the exam (secure exam) even if the instructor permits access to text books. If the instructor has blocked access to the internet or computer files, you must bring a hard copy of the allowed text book(s) you wish to consult. Students will need to borrow or otherwise locate a hard copy of the e -book or print resources needed from the e-book to take into the exam room. The instructor determines the length of the examination and whether or not it is secure or open and what, if any, study materials are permitted during the exam. Students are responsible for adhering to the instructor's standards for all examinations, which are included in the examination materials.

## Course Schedule & Assignments

### **Class 1 (August 20) – Introduction; the FAR System; Authority to Contract**

- FAR Subpart 1.6
- G.L. Christian & Assoc. v. United States, 312 F.2d 418 (Ct. Cl. 1963)
- Federal Crop Ins. Corp. v. Merrill, 332 U.S. 380 (1947)
- Reliable Disposal Company, Inc., ASBCA No. 40100, 91-2 BCA ¶ 23895 (1991)
- Panther Brands, LLC v. United States, 146 Fed. Cl. 204 (2019)

### **Class 2 (August 27) – Types of Contracts; Commercial Item Contracting; GSA Schedule Contracts; Other Transaction Agreements**

- FAR Subpart 16.1; FAR §§ 16.201-203; 16.301-306; 16.500-501; 16.601-602
- FAR 2.101 (definition of commercial product and service); FAR Part 12; FAR 52.212-4
- FAR 8.405
- 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)
- Oracle America, Inc., B-416061, May 31, 2018, 2018 CPD ¶ 180
- CGI Federal Inc. v. United States, 779 F.3d 1346 (Fed. Cir. 2015)
- Palantir USG Inc. v. United States, 904 F.3d 980 (Fed. Cir. 2018)

### **Class 3 (September 10) – Competition in Contracting; Noncompetitive Procedures; Sealed Bidding and Negotiated Procurement**

- FAR Part 6
- FAR 5.002 & Subparts 5.1 and 5.2
- FAR Part 15 (excluding Subparts 15.4 and 15.5)
- 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)
- 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)

**Class 4 (September 17) – Debriefings & Bid Protests**

- FAR Subpart 15.5
- DFARS 215.506; DFARS 215.506-70
- 28 U.S.C. § 1491
- FAR Subpart 33.1
- 4 C.F.R. Part 21
- SRA Int'l, Inc. v. United States, 766 F.3d 1409 (Fed. Cir. 2014)
- 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)
- Distributed Solutions, Inc. v. United States, 539 F.3d 1340 (Fed. Cir. 2008)
- Percipient.ai, Inc. v. United States, CACI, Inc.-Fed., 104 F.4th 839 (Fed. Cir. 2024)

**Class 5 (September 24) – 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 6 (October 1) – 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)
- Propellex Corp. v. Brownlee, 342 F.3d 1335 (Fed. Cir. 2003)

**Class 7 (October 8) – 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)
- 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)
- ECC Int'l Constructors, LLC v. Sec'y of Army, 79 F.4th 1364 (Fed. Cir. 2023)

**Class 8 (October 15) – Terminations for Convenience; Terminations for Default**

- FAR 52.249-2; FAR Subparts 49.1, 49.2
- FAR 52.249-8; FAR Subpart 49.4
- 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)
- 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 9 (October 22) – Teaming and Subcontracting; Socioeconomic Programs**

- FAR Subpart 9.6, FAR Subpart 19.5, FAR Subpart 19.7, FAR Part 44
- FAR 52.244-2; FAR 52.244-5
- EG&G Inc. v. The Cube Corp., 63 Va. Cir. 634 (Va. Cir. Ct. 2002)
- Cyberlock Consulting, Inc. v. Info. Experts, Inc., 939 F. Supp. 2d 572 (E.D. Va. 2013)
- Ultima Servs. Corp. v. U.S. Dep't of Agric., 683 F. Supp. 3d 745, 759 (E.D. Tenn. 2023)
- eAntitrust Guidelines for Collaborations Among Competitors, issued by Department of Justice and Federal Trade Commission (April 2000) (*available on FTC website*)

**Class 10 (October 29) – 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 Subpart 9.4
- Caiola v. Carroll, 851 F.2d 395 (D.C. Cir. 1988)
- Agility Def. & Gov't Servs. v. Dep't of Defense, 739 F.3d 586 (11<sup>th</sup> Cir. 2013)

**Class 11 (November 5) – 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)
- Lodge Constr., Inc. v. United States, 158 Fed. Cl. 23 (2022)
- Universal Health Servs., Inc. v. United States ex rel. Escobar, 136 S. Ct. 1989 (2016)
- Kousisis et al v United States, No. 23-909 (Slip Op. May 22, 2025)

**Class 12 (November 12) – Special Topics in Government Contracting Policy**

- FAR Subparts 22
- FAR Subpart 25.1; Executive Order 13881, "Maximizing Use of American-Made Goods, Products, and Materials" (84 FR 34257, July 15, 2019); Executive Order 14005, "Ensuring the Future is Made in All of America by All of America's Workers" (86 FR 7475, Jan. 28, 2021)
- Section 889 of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232); FAR 52.204-24; FAR 52.204-25; FAR 52.204-26
- Interim Rule, "Federal Acquisition Regulation: Prohibition on a ByteDance Covered Application" (88 FR 36430, June 2, 2023); FAR 52.204-27

**Class 13 (November 19) – Review/Make-up**

**Exam Period: December 2-17, 2025**



## [Student Resources](#)

[Antonin Scalia Law School Academic Regulations](#)

[GMU Common Course Policies Addendum](#)

[Mason Square Services](#)

[Mason Square Police](#)

Van Metre Hall, Room 110

Emergency - Dial 911

Escort Services - 703-993-8070

Dispatch – 703-993-2810

[Student Support and Advocacy Center \(SSAC\)](#)

Mason Square Sexual Assault Services:

Van Metre Hall, Room 222D

703-993-8186

[Notice of Mandatory Reporting of Sexual Assault, Sexual Harassment, Interpersonal Violence, and Stalking:](#)

As a faculty member, I am designated as a “Non-Confidential Employee,” and must report all disclosures of sexual assault, sexual harassment, interpersonal violence, and stalking to Mason’s Title IX Coordinator per University Policy 1202. If a student wishes to speak with someone confidentially, please contact one of Mason’s confidential resources, such as Student Support and Advocacy Center (SSAC) at 703 -380-1434 or Counseling and Psychological Services (CAPS) at 703 -993-2380. Students may also seek assistance or support measures from Mason’s Title IX Coordinator by calling 703 -993-8730, or emailing [titleix@gmu.edu](mailto:titleix@gmu.edu).

[Mason Square Clinic](#)

Van Metre Hall, Room B102

703-991-2831

[Counseling and Psychological Services](#)

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