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Concentrated Course in Government Contracts booklet

William & Mary Law School

Federal Publications Inc.

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Marshall-Wythe
School of Law

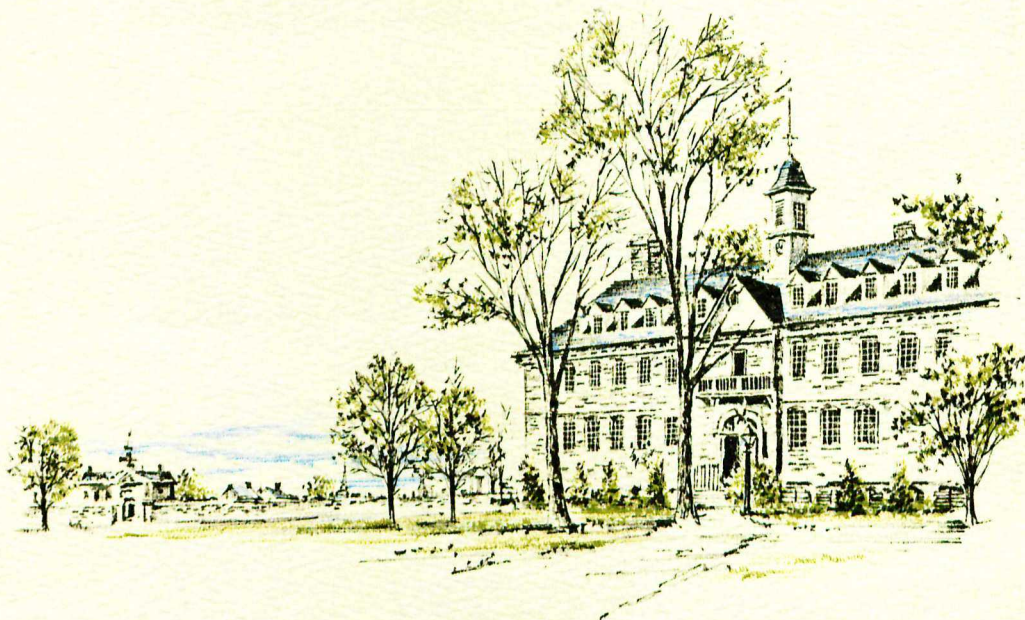


COLLEGE OF WILLIAM & MARY

CONCENTRATED COURSE in GOVERNMENT CONTRACTS

*A specially devised high intensity
learning and refresher program*

February 19-24, 1967



PRESENTED BY THE MARSHALL-WYTHE SCHOOL OF LAW IN COOPERATION WITH FEDERAL PUBLICATIONS INC.



From the Dean's Office

"an invitation to work"

Gentlemen:

This is an invitation to *work*—to spend a full week absorbed in morning, noon and night instruction. The field is Government contracting, and the approach we offer is one of *intense concentration* in aspects of that field which are of most critical concern to those heavily engaged in procurement work.

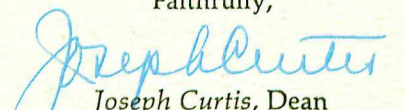
Our vehicle is a special Government contracts course, developed by Henry B. Keiser, President of Federal Publications Inc. (a company well known for publication of "The Government Contractor" and sponsorship of procurement seminars). The course is presented by Federal Publications on both Coasts—here in the East in conjunction with William & Mary, the oldest law school in the land. Excellence of the course content and faculty is evidenced by comments received from students at last year's session (some of which are reproduced in this brochure), as well as by the fact that that session was heavily oversubscribed. And the 1967 session will, we feel, be even more rewarding—reflecting certain carefully considered revisions which have been made in the curriculum, as well as an increase in the volume of specially prepared printed materials.

We are frank to admit that this tested program of instruction *demand*s much from the student—in fact, it is a course only for the *industrious*. But, to those engaged in procurement work—administrative personnel as well as lawyers (legal background is not a prerequisite)—it *offers* much in return. To the relative newcomer in the field it offers bedrock knowledge essential to efficient performance of his duties; to the veteran it offers sophisticated interpretations of past and current developments, as well as a "refresher" in the basics of his work.

Details of the course are fully outlined on the following pages.

If you are truly prepared to spend a week of serious study, the College and Federal Publications believe that you will be well rewarded by attending the course, and invite you to participate.

Faithfully,


Joseph Curtis, Dean
Marshall-Wythe School of Law

Features of the Course

- Time** Realizing that it is most difficult for the busy executive to be away from his office, we have limited the Course to *one week*, and scheduled it during a time of year when pressures are generally eased. *The dates:* February 19-24, 1967.
- Intensity** Within this restricted time frame, however, we are packing *40 full hours* of instruction—day and evening.
- Scope** The program of instruction has purposely been designed to *exclude* certain subjects. Rather than offer a scattering of information on a multitude of matters, the Course focuses on in-depth treatment of those *key* areas with which procurement specialists are primarily concerned—the areas in which day-to-day operating and legal problems most often arise. Thus you are offered a *concentrated* program in what may be termed the basic “bread-and-butter” subjects.
- Faculty** We are well served in this most important aspect of instructional endeavors. Gathered together, from all parts of the country, are men from in and out of Government who are recognized as leading specialists in the procurement field. They have graciously consented to give of their time and talent to further the objects of this educational program.
- Lectures and Special Clinics** To provide you with the *most information* in the shortest possible time, *plus* the opportunity to discuss *your particular problems*, a combination of formal lectures and special Clinics has been devised. Each day, information-packed lectures are given on two different subjects (3 hours each in the morning and afternoon). These are followed by a 2-hour evening Clinic in which the day’s instructors will answer your questions—consider your problems—concentrate on particular aspects of their subjects which are of interest to you. In addition, representatives of key Government agencies and industrial concerns will be present at the Clinics to discuss the procurement operations of their organizations. *The result:* a balanced program of *general instruction* and *individual counseling*.
- Course Materials** Extensive printed materials (over 500 pages) have been specially prepared for distribution to the attendees. The purpose is two-fold: to relieve you of the burden of taking voluminous notes, thus freeing you for greater concentration on the words of each lecturer; and to provide you with a source-book of continuing value in your work.
- Certificate** A handsome *Certificate of Completion* from the College will be issued to those who faithfully attend and successfully complete the Course.
- Facilities** All sessions of the Course will be held in the Virginia Room of the new Williamsburg Conference Center. Recently constructed solely for the purpose of accommodating meetings of this type, the Conference Center incorporates the latest electrical, visual, accoustical, and furnishing features—the net effect of which is to enhance the comfort of attendees and maximize the ease-of-learning process.



Curriculum & Faculty

- COURSE DIRECTOR:** Paul H. Gantt, *Chairman, Board of Contract Appeals Atomic Energy Commission*
- ADMINISTRATOR:** Professor William F. Swindler, *Marshall-Wythe School of Law, College of William & Mary*
- DAILY SCHEDULE:** Morning Lecture 9:00-12:00 A.M.
Afternoon Lecture 1:30- 4:30 P.M.
Evening Clinic 4:45- 6:45 P.M.
Recesses, with refreshments, will be held
at mid-morning and mid-afternoon
- LOCATION:** Virginia Room, Williamsburg Conference Center
Williamsburg, Virginia

Sunday, February 19

- 5:00** Reception for Course Registrants and the Faculty
Tidewater Room ★ Williamsburg Conference Center

Monday, February 20

- 8:30** REGISTRATION
- 8:45** OPENING CEREMONIES
- 9:00** CONTRACTING TECHNIQUES
Advertising procedures and problems; bid protests; negotiation; cost reimbursement and incentive contracts; value engineering.
Gilbert J. Ginsburg, *Office of the General Counsel, NASA*
- 1:30** CONTRACT SPECIFICATIONS
Interpretation of Government specifications and drawings; rules of interpretation; defective and erroneous specifications; impossibility of performance and assumption of risk.
Walter F. Pettit, *Partner: Allan, Miller, Groezinger, Pettit, Evers & Martin*
- 4:45** CLINIC
Messrs. Ginsburg and Pettit
John Wm. Whelan, *Professor of Law: Georgetown University Law Center*



Tuesday, February 21

9:00 INSPECTION, ACCEPTANCE & WARRANTIES

Analysis and interpretation of inspection and warranty clauses, regulations, and decisions; implied warranties; acceptance and rejection; latent defects; inspection of subcontractors' products; increases in extent of inspection and in standards of performance.

Henry B. Keiser, *President: Federal Publications, Inc.*

1:30 SUBCONTRACTING

Formation of subcontracts; applicability of Uniform Commercial Code; subcontract terms and conditions; Government approval of clauses; "make or buy" procedures; sub-prime-Government relationship and rights; "privity" problems; sub-prime arbitration; cost and pricing data requirements; technical data protection.

Norman P. Singer, *Director of Contracts: Allied Research Associates, Inc.*

4:45 CLINIC

Messrs. Keiser and Singer

Paul G. Dembling, *The Deputy General Counsel, NASA*

Wednesday, February 22

9:00 CHANGES & CHANGED CONDITIONS

Rights and obligations arising from changes in contract work and changed conditions at the worksite; the contract clauses; changes within contract scope; recovery for unchanged work; "constructive" changes; types of changed conditions justifying relief; investigation of worksite; required notification of claims; theories, standards and elements of recovery.

Eldon H. Crowell, *Partner: Sellers, Conner & Cuneo*

1:30 DELAYS, SUSPENSION & ACCELERATION

Delays caused by the Government and by other circumstances; actual and "constructive" Government-ordered suspensions of work; concept of "unreasonable" delays; elements, practicalities and protective measures in acceleration of performance situations; available relief for delays-suspension-acceleration under applicable contract clauses and in the courts.

Herbert Bass, *Esquire, Attorney at Law*

4:45 CLINIC

Messrs. Crowell and Bass

Harold F. Blasky, *Vice President: Paul Hardeman Construction Co.*

Thursday, February 23

9:00 EQUITABLE ADJUSTMENT & COST RECOVERY

Methods of determining equitable adjustments; allowable and unallowable cost elements; overhead; profit; the basic problems and techniques of proof; cost recovery under reimbursable contracts; the specific regulations; "reasonableness" and "allocability."

Gilbert A. Cuneo, *Partner: Sellers, Conner & Cuneo*

1:30 TECHNICAL DATA ★ GOVERNMENT PROPERTY

Government technical data policies; negotiation and interpretation of data clauses; improper Government use of data./Government provision of facilities equipment, materials, designs; its obligation to furnish property on time and suitable for use; contractor record-keeping and duty of care; competitive advantage from use of Government property; commercial use; remedies under Government-furnished property clauses.

John B. Farmakides, *Esquire, Attorney at Law*

4:45 CLINIC

Messrs. Cuneo and Farmakides

Paul F. Hannah, *Partner: Gadsby, Maguire, Hannah & Merrigan*

Friday, February 24

9:00 TERMINATIONS: DEFAULT & CONVENIENCE

Default: Government right to default terminate for failure to perform or to make progress; its decision to terminate or not; procedure in place of default; waiver of default; mechanics; contractor's excusable causes; repurchase and assessment of excess costs./Convenience: Climate for convenience termination settlements; procedures; inventory disposal; partial payment; subcontractor settlements; recoverable costs and legal fees; adjustment for loss; final payment and unilateral determination.

E. K. Gubin, *Esquire, Attorney at Law*

1:30 DISPUTES & REMEDIES

Where and how to present claims—agency Boards, Comptroller General, the Courts; rules and procedures; jurisdiction problems; Comptroller General and Court review of Board decisions; possible traps and "safe" procedures to avoid them; releases and settlements.

F. Trowbridge vom Baur, *Partner: vom Baur, Beresford & Coburn*

4:45 CLINIC

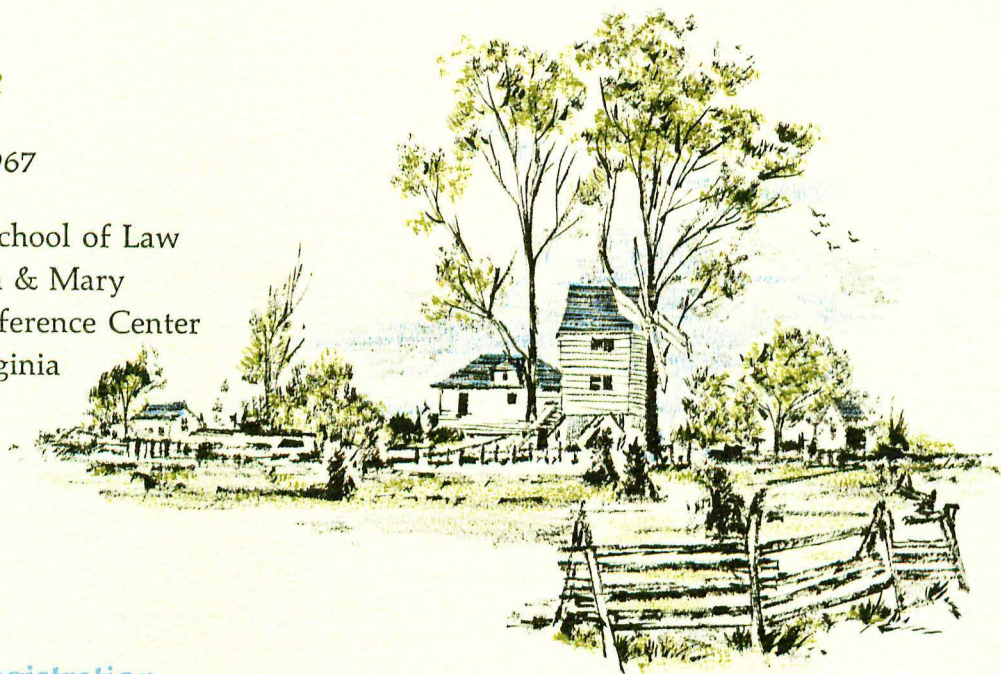
Messrs. Gubin and vom Baur

Joel P. Shedd, *Vice Chairman: Armed Services Board of Contract Appeals*

Time & Place

February 19-24, 1967

Marshall-Wythe School of Law
College of William & Mary
Williamsburg Conference Center
Williamsburg, Virginia



Registration

Fee for the Course, including all instruction materials, is \$225 (\$250 after February 4, 1967). To register, simply detach and mail the application form (at the back of this brochure) to the *Washington, D. C., street address* stated on the form. Registrations will be accepted in the order of receipt and are limited by the capacity of available facilities. Checks must be made payable to *Government Contracts Course*. Registrations may not be cancelled after February 4, 1967.

Accommodations

The entire Williamsburg Motor House has been reserved solely for Course registrants, at the following *special* room rates: \$10 for single occupancy; \$14 for double occupancy. In addition, blocks of rooms have been reserved in the Williamsburg Colonial Houses (same special rates) and Williamsburg Inn (\$14 single; \$18 double). Following receipt of your registration for the Course, a reservation form will be sent to you for use in obtaining such rooms (not included in the registration fee). *Free transportation* is provided between The Motor House and the Conference Center (the Colonial Houses and Inn are within easy walking distance).

Mail and Messages

Registrants should make arrangements to have all mail and telephone messages directed to them at their lodgings in Williamsburg. There are no facilities for delivering messages to the registrants during the Course sessions, and the sessions cannot be interrupted for that purpose.

Further Information

If additional information is wished, contact:

J. K. Van Wycks, Seminar Division, Federal Publications, Inc.
RCA Building, Wash., D.C. 20006 ★ ★ Code 202/337-8200

Government Contracts Course

Marshall-Wythe School of Law
College of William & Mary
Williamsburg, Virginia 23185

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Student Comments

Far and away the best course of any type I've ever attended. *Richard T. Clark, Jr., Newport News Shipbuilding Co.* ★ Cannot adequately express my high regard for this course—I consider it a privilege to have attended. *Walter Kasmak, Bendix Corp.* ★ An alumnus of this course could not help but be a valuable asset to any corporation . . . my employer will benefit from my week here. *Eugene P. Krach, Westinghouse Electric Corp.* ★ Outstanding lectures by well-qualified speakers. *Robert P. McKinnon, U.S. Army.* ★ Written materials alone are worth the cost of the course. *Russell Thrall, Johns Hopkins Univ. Applied Physics Lab* ★ Most comprehensive course of this type we've seen. Intend to have all company contract administrators attend. *F. Patrick Carr, Jr., Dorne & Margolin* ★ Excellent—I recommend it for both the novice and the expert. *Ladd Skinner, Veterans Administration* ★ Extremely informative in a language anyone can understand. *Stanley R. White, Firewel Co.* ★ Anyone involved in Govt procurement should take this course. *F. J. Roche, U.S. Coast Guard* ★ Excellent—the finest concentrated course I have attended. *Mervin S. Smith, University of Michigan*

Registration Application

Detach and Mail This Application To

Government Contracts Course

College of William & Mary

500 RCA Building ★ Washington, D. C. 20006

Enclosed please find my \$225 check (\$250 after February 4, 1967) covering registration for your *Concentrated Course in Government Contracts*. [Please make check payable to "Government Contracts Course."] I understand that this registration may not be cancelled after February 4, 1967.

A receipt for this registration will be sent me along with a form for my use in making room reservations at The Williamsburg Motor House, Colonial Houses or Inn.

Please Print

Name _____

Organization _____

Street Address _____

City-State-Zip _____

Important: *Please be sure to send this Application to the Washington, D. C. address noted above.*