Title Page

Legal aspects of contract

1. 41 U.S.C 405a deals with the Uniform Federal procurement regulations and procedures. This section gives the author to the Administrator of the Office of Federal Procurement Policy to analyze an the regulations adopted by small businesses. He ensures that the firm's regulations of bidding, administration procedures, and contract procedures. It highlights the functions and authority of the administrator. Section (a) provides the procurement policy regarding the regulations of property, services, research & development, construction, and repair. The regulations are known as Federal acquisition regulations that define public contracts. Section (b) deals with the procurement regulations imposed by the government. The administrator ensures that the activities and programs follow the policy and procedures defined by law. Section (c) stresses on the noninterference with executive agencies. This defines the limitations of the Administrator as he will not interfere with the determination of the executive agencies or their use of property or services. The functions of the Administrator also require assurance that the development of the system is within the regulations of the government. These regulations define that the procurement system of the companies complies within the state's regulations (41 U.S.C § 405a).
2. 48 CFR § 16.102 prohibits the use of cost-plus-percentage of cost contract. The 10 U.S.C 2306 (a) defines that the contracts must not use the cost-plus-percentage-of-cost system. The owner of the business can use any kind of contract that aims at promoting the best interest of America. The awarded contracts contain a warranty other than the sealed-bid procedures. If the contractor breaks the warranty, the state will be liable to deduct the brokerage, percentage or commission fee. The section does not apply to the amount that is not more than the simplified acquisition threshold. It is also not applicable to the commercial items (48 CFR § 16.102).
3. The judge Susan Braden issued an injunction for denying Microsoft from the deployment of the business productivity of cloud computing services. Onix Networking filed a suit against the DOI claiming that the bidding process of cloud-based email acted in favor of Microsoft while Google was not part of the bidding process. Microsoft mentioned that the state ignored the DOI’s reasons for stance against Google. It also claimed that Google lacks the security demands needed for the cloud system while Microsoft provided solutions. The Department of Interior found that Microsoft met the minimum security requirement that Google was lacking. The decision was thus made in the best interest of the government.

*(Google, Inc and Onix Networking v. US and Softchoice Corporation,* 10 Fed. Cl 743C, 2011).

4. U.C.C Article 2 s 2-201 Formal Requirements Stature of Fraud explains the conditions when the contract is enforceable or not. Maryland Code Commercial Law identifies the conditions of sales and stature of fraud. The stature claims that sales of any good are not enforceable that is having a price of $500 or high. To enforce such a contract, the defense must sufficient written evidence that proves the sales contract made between the signing party and authorized agent or broker. The quantity of good must also be written in the document. If the contract occurs between the merchants, it must be within a reasonable time of writing and satisfies the conditions of section one. The contract cannot be enforced; it does not fulfill the conditions of sub-section one. If the party on whom the contract was enforced admits pleading the contract will not be enforceable (*MM Comm L Code* s 2-201, 2016).

References

Google, Inc and Onix Networking v. US and Softchoice Corporation, 10 Fed. Cl 743C (2011).

MM Comm L Code s 2-201 (2016).

41 U.S.C § 405a.

48 CFR § 16.102.