



FAR FACTS
SEASON 2023, EPISODE SIX
FAR PARTS 4 AND 24

1. Generally, only a contracting officer can sign a contract on behalf of the Government. **FAR 4.101**. The scope of a contracting officer's authority is based on the dollar value of their warrant authority, which is granted based on their education and experience.
2. The CO is required to ensure that the person signing on behalf of the contractor has authority to bind the contractor. The CO may ask for a board letter or affidavit proving that the company official signing the contract has authority on behalf of the company. **FAR 4.102**.
3. For corporations, the contract must be signed in the corporation's name followed by the term "by" and signed by a corporate official with authority to sign the contract. **FAR 4.102(c)**. Moreover, the corporate official who signs the contract must make sure that the corporation has not misrepresented anything or the official could be prosecuted False Claims Act. The recent Yates DoJ memo instructs prosecutors to go after the responsible individuals as well as corporations in False Claims Act violations.
4. Contractors should make sure that invoices and bills are accurate, including the correct tax ID number and contractor ID number. **FAR 4.203**.
5. The Government is required to use electronic commerce whenever practicable or cost effective. **FAR 4.502(a)**. Agencies are permitted to accept electronic signatures and records in connection with Government contracts. **FAR 4.502(d)**.
6. The Federal Procurement Data System (FPDS) is an online tool that agencies are required to use to report contract actions. **FAR 4.603**. Contractors can use the FPDS for business intelligence or to prepare for agency assist visits. Government employees can use it to conduct market research during the acquisition planning phase.
7. **FAR Part 4.7** only applies to contracts which contain an Audits and Records clauses. **FAR 4.702**. The rules set forth at **FAR 4.7** do not apply commercial item contracts. Note, however, that commercial contractors should be aware of the record retention obligations set forth in 52.212-5(d) (a.k.a., the "Comptroller General Examination of Records clause) which is required to be included in **ALL FAR Part 12 and 8** commercial contracts.

8. As a general rule, Contractors must retain documents created under a federal government contract for a period no less than 3 years from final payment. **FAR 4.703.**

9. **FAR 4.703(c)** lists the requirements that must be followed if a contractor wishes to store only electronic records of its Government contract-related books and records.

10. The Government must retain its contract records for 6 years after final payment. **FAR 4.805 (Table 4-1).**

11. It is critical for contractors to make certain that any information they submit for inclusion in the System for Award Management (SAM) is complete and accurate. **FAR 4.1102.**

12. Contractor IT systems that generate, store, or transfer "Federal Contract Information are subject to multiple IT controls which are set forth at **FAR 52.204-21**. Federal Contract Information is defined as any "information not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government", but not administrative information such as that necessary to process payments." **FAR 4.1901.**

13. All contracts issued by the Federal Government for the performance of services that require the design, development or operation of a searchable system of records on individuals must include the privacy safeguards set forth in **FAR 52.224-1**.

14. Contractor proprietary business information delivered to the Government, if properly marked is protected by exemption (b)(4) of the Freedom of Information Act as well as the U.S. Trade Secrets Act.

15. Contractor proposals that do not result in the award of a contract or order are not subject to disclosure under the Freedom of Information Act. **FAR 24.202(a).**