MEMORANDUM FOR FAS CONTRACTING ACTIVITIES

FROM: JEFFREY A. KOSES   *DocuSigned by:*
          Jeffrey A. Koses
          SENIOR PROCUREMENT EXECUTIVE
          ——21BD80B9E8AC4A0——
          OFFICE OF ACQUISITION POLICY (MV)

          SUBJECT: GSAR Class Deviation, Revised Transactional Data
          Reporting (TDR) Requirements for Federal Supply Schedule (FSS)
          Contracts

1. Purpose. This class deviation amends the General Services Acquisition Regulation (GSAR) to revise 538.273 and Alternate I of the clause 552.238-80, Industrial Funding Fee and Sales Reporting.

2. Background. On April 24, 2024, Federal Acquisition Service (FAS), citing a need to collect four additional data elements under the Transactional Data Reporting (TDR) program, submitted a business case.[1] The business case explained that collecting information on (1) Order date, (2) Ship date, (3) Zip code shipped to, and (4) Federal Customer - Treasury Agency Code will provide additional insight into what is bought and sold through the FSS program. Furthermore, adding these elements will help the FSS program to best align with OMB's Better Contracting Initiative.

The business case explains that contractor reporting of these four (4) TDR elements will be optional. Since Alternate I of the clause 552.238-80 does not provide for the collection of optional TDR elements, the clause is being revised via this class deviation.

Prior to the submission of this recent business case, the SPE previously approved the collection of additional TDR elements via the following SPE memoranda[2]:

- Special Item Number.
  - Approved via SPE-2016-06-30, Request for Special Item Number as a Data Element Under Transactional Data Reporting, dated June 30, 2016.

- Agency Name and Tier 3 Agency Name for OS4 SINs only.

---

[1]The FAS business case is entitled, Transactional Data Reporting (TDR) Elements For The Multiple Award Schedule (MAS), dated April 23, 2024 (see Attachment B).
[2]Copies of these SPE memoranda are available on the GSA Acquisition Portal at https://insite.gsa.gov/acquisitionportal.

○ Approved via SPE-2019-09, Additional Transactional Data Reporting (TDR) Enhanced OS4 SINs, dated July 26, 2019.

These memoranda are incorporated into this deviation, so the underlying SPE memoranda are canceled.

3. Applicability. This class deviation applies to the FSS solicitation and to contracts that are subject to Alternate I of GSAR clause 552.238-80.

4. Authority. This class deviation is issued under the authority of GSAM 501.404 and according to the requirements of GSAM 507.103(b)(4).

5. Deviation. This class deviation involves amending the GSAR. For full text changes of this class deviation see Attachment A - GSAR Line-In/Line-Out Text. The following is a summary of the revisions to the GSAR:

a. Amending 538.273(d) to-

   ● Revise the clause citation from FAR 52.212-4 to 552.212-4. The reason for the revision is because FSS solicitations and contracts use GSAR clause 552.212-4 instead of FAR clause 52.212-4.

b. Amending 538.273(d)(4) to revise the prescription for Alternate I of GSAR clause 552.238-80. The purpose of this revision is to move the Note currently contained in paragraph (b)(2) of Alternate I of the clause to this section and to update the citation[3]. Moving the information to this section makes sense as the Note is an internal instruction concerning how additional TDR elements can be added to the clause.

c. Amending Alternate I of GSAR clause 552.238-80 to-

   ● Add the additional TDR elements approved via the aforementioned SPE memorandum (see paragraphs (b)(2)(xii) through (xiv) of the clause).

   ● Add the four (4) additional TDR elements identified in Attachment B (see paragraph (b)(3) of the clause).

   ● Make other necessary technical edits (e.g., remove the Note currently contained in paragraph (b)(2) of the clause because the Note provides internal instruction).

6. Effective Date. This class deviation is effective immediately and remains in effect until rescinded or incorporated into the GSAR.

---

[3]The citation as shown in eCFR says "507.103(b)(3)" while Acquisition.gov says 507.105(b)(3), both of which are incorrect. The correct citation is 507.103(b)(4).

FAS Office of Policy and Compliance in coordination with the MAS Program Office are responsible for implementing this class deviation.

7. Cancellation. The following policies are hereby canceled and replaced by this class deviation:

    a. SPE-2016-06-30, Request for Special Item Number as a Data Element Under Transactional Data Reporting.

    b. SPE-2019-09, Additional Transactional Data Reporting (TDR) Enhanced OS4 SINs.

8. Points of Contact.

    a. Questions regarding this class deviation may be directed to GSA Acquisition Policy Division at GSARPolicy@gsa.gov.

    b. Questions regarding transactional data reporting requirements and implementation of this class deviation may be directed to FAS Office of Policy and Compliance at fasofficeofpolicyandcompliance@gsa.gov.

Attachments
Attachment A – GSAR Text, Line-In/Line-Out
Attachment B – Copy of Business Case

**Attachment A -
GSAR Text, Line-In/Line-Out**

GSAM Baseline: Change 179 effective 04/29/2024
• Additions to baseline made by proposed rule are indicated by **[bold text in brackets]**
• Deletions to baseline made by proposed rule are indicated by ~~strikethroughs~~
• Five asterisks (* * * * *) indicate that there are no revisions between the preceding part and/or subpart, and following section
• Three asterisks (* * *) indicate that there are no revisions between the material shown within a section or subsection

_____

Part 538 - Federal Supply Schedule Contracting

* * * * *

Subpart 538.2 - Establishing and Administering Federal Supply Schedules

* * * * *

538.273 FSS solicitation provisions and contract clauses.
     The following clauses and provisions apply to FSS solicitations and contracts, unless otherwise excepted (see 538.001) or as otherwise stated below. For example, if only used in solicitations, the prescription will clearly state this. If the language does not specify "solicitations" then the clause applies to both FSS solicitations and contracts.
* * *
     (d) Insert the following clauses in FSS solicitations and contracts as an addendum to ~~Clause FAR~~ **[clause 5]**52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services:
* * *
          (4) 552.238-80, Industrial Funding Fee and Sales Reporting. Use Alternate I for FSS with Transactional Data Reporting requirements. **[See 507.103(b)(4) for the process to add additional transactional data reporting elements to those listed in Alternate I of this clause.]**
          (5) 552.238-81, Price Reductions. Use Alternate I for FSS with Transactional Data Reporting requirements.
          (6) 552.238-82, Modifications (Federal Supply Schedules).
               (i) Use Alternate I for FSS that only accept eMod.
               (ii) Use Alternate II for FSS with Transactional Data Reporting requirements.
* * *

* * * * *

Part 552 - Solicitation Provisions and Contract Clauses

* * * * *

Subpart 552.2 - Text of Provisions and Clauses

* * * * *

552.238-80 Industrial Funding Fee and Sales Reporting.

* * *

Alternate I ~~(MAY 2023)~~**[(MAY 2024)(DEVIATION)]**. As prescribed in 538.273(d)(4), substitute the following paragraphs (a), (b), (c), and (d) for paragraphs (a), (b), (c), and (d) of the basic clause:

 (a) *Definition*. "*Transactional data*"**[, as used in this clause,]** encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

 (b) *Reporting of ~~T~~[t]ransactional ~~D~~[d]ata*. The Contractor must report all transactional data under this contract as follows:

  (1) The Contractor must electronically report transactional data by utilizing the ~~automated~~ reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website~~,~~**[at]** https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

  (2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

   (i) Contract or Blanket Purchase Agreement (BPA) Number.
   (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
   (iii) Non Federal Entity.
   (iv) Description of Deliverable.
   (v) Manufacturer Name.
   (vi) Manufacturer Part Number.
   (vii) Unit Measure ~~(each, hour, case, lot)~~.
   (viii) Quantity of Item Sold.
   (ix) Universal Product Code.
   (x) Price Paid ~~p~~**[P]**er Unit.
   (xi) Total Price.
   [(xii) Special Item Number (SIN).
   (xiii) Agency Name (for OS4 SINs only).
   (xiv) Tier 3 Agency Name (for OS4 SINs only).
  (3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:
   (i) Order Date.

(ii) Ship Date.
(iii) Zip Code Shipped To.
(iv) Federal Customer - Treasury Agency Code.]
~~Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.103(b)(3).~~

~~(3)~~**[(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the]**~~The c~~**[C]**ontractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

~~(4)~~**[(5)]** The Contractor must report ~~the price paid per unit, total price, or any other~~**[transactional]** data elements with an associated monetary value ~~listed in (b)(2) of this section~~**[(e.g., price paid per unit and total price)]** in U.S. dollars.

~~(5)~~**[(6)]** The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

~~(6)~~**[(7)]** The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

~~(7)~~**[(8)]** Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or
(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

~~(8)~~**[(9)]** The Contractor must ~~continue to~~ furnish **[transactional data]** reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

~~(9)~~**[(10)]** Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other ~~or~~ information that would compromise national security are exempt from this reporting requirement.

~~(10)~~**[(11)]** This clause does not exempt the Contractor from fulfilling ~~existing~~ reporting requirements contained elsewhere in the contract.

~~(11)~~**[(12)]** GSA reserves the unilateral right to change reporting instructions **[and reporting procedures]** following 60 calendar days~~'~~ advance notification to the Contractor.

(c) *Industrial Funding Fee ~~(IFF)~~*.

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321~~: Acquisition Services Fund~~. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the ~~fee~~**[IFF]** amount at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective

date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The ~~fee~~[IFF] is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The ~~fee~~[IFF] will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) ~~P~~[p]art 12, ~~FAR Part~~ 13, ~~FAR Part~~ 14, or ~~FAR Part~~ 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d)[*Non-compliance.*] The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR ~~S~~[s]ubpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

* * * * *