



GSA Office of Governmentwide Policy

2/1/2023

Class Deviation CD-2022-02

## MEMORANDUM FOR FAS HEADS OF CONTRACTING ACTIVITY

DocuSigned by:  
*Jeff Koses*  
21BD80B9E8AC4A0...

FROM: JEFFREY A. KOSES  
SENIOR PROCUREMENT EXECUTIVE  
OFFICE OF ACQUISITION POLICY (MV)

SUBJECT: GSAM Class Deviation, Revised Transactional Data Reporting (TDR)  
Requirements for Non-Federal Supply Schedule Contracts

**1. Purpose.** This class deviation to the General Services Acquisition Manual (GSAM) revises GSAM 516.506(c) and the clause at 552.216-75, Transactional Data Reporting. These revisions clarify TDR requirements and provide standardization in transactional data collection for GSA-awarded indefinite-delivery indefinite-quantity (IDIQ), Governmentwide acquisition contracts (GWACs), and multi-agency contracts (MACs) where transactional data is required. This class deviation does not apply to Federal Supply Schedule (FSS) contracts, GSA SmartPay contracts, or GSA E-Gov Travel Service contracts.

**2. Background.** The Office of Management and Budget (OMB) and GSA have found transactional data to be conducive to improving competition, lowering pricing, and increasing transparency. With more robust data, GSA achieves better pricing outcomes in partnership with its customers. Transactional data also helps GSA achieve best-in-class data standards, and fulfill OMB reporting requirements.

GSAM 507.103(b)(3) requires acquisitions seeking additional transactional data elements than those listed in subparagraph (b)(2) of GSAR clause 552.216-75 to obtain approval from the Senior Procurement Executive (SPE). On June 28, 2022, Federal Acquisition Service submitted a business case in accordance with GSAM 507.103(b)(3) to request additional transactional data elements be added to this clause for the GSA Polaris GWAC (see Attachment C). The business case was determined to provide a clear and reasonable basis for the collection of additional transactional data elements.

To support the aforementioned business needs and to provide a standard set of transactional data elements across GSA-awarded IDIQs, GWACs, and MACs where transactional data is required, the SPE determined to issue this class deviation with a broader applicability.

**Class Deviation CD-2022-02**

**3. Applicability.** This class deviation applies to solicitations and contracts for GSA-awarded IDIQs, GWACs, and MACs where transactional data is required. This class deviation does not apply to FSS contracts, GSA SmartPay contracts, or GSA E-Gov Travel Service contracts.

**4. Authority.** This class deviation is issued under the authority of GSAM 501.404 and in accordance with the requirements of GSAM 507.103(b)(3).

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

- a. Amending 516.506(c) to revise the prescription for GSAR clause 552.216-75. The purpose is to clarify when the clause is to be included in solicitations and contracts.
- b. Amending GSAR clause 552.216-75 to update the clause language (e.g., add additional transactional data elements to paragraph (b)(2) and make other necessary technical edits).

**6. Effective Date.** This class deviation is effective immediately and remains in effect until rescinded or incorporated into the GSAM. GSAM Case 2023-G507 has been opened to address this class deviation.

**7. Point of Contact.** Any questions regarding this class deviation may be directed to GSA Acquisition Policy Division at [GSARPolicy@gsa.gov](mailto:GSARPolicy@gsa.gov).

**Attachments.**

Attachment A – GSAM Text, Line-In/Line-Out

Attachment B – Illustrative Definitions for Transactional Data Elements

## Attachment A - GSAM Text, Line-In/Line-Out

### GSAM Baseline: Change 160 effective 01/12/2023

- 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 516 - Types of Contracts

\* \* \* \* \*

### Subpart 516.5 - Indefinite-Delivery Contracts

\* \* \* \* \*

### 516.506 Solicitation provisions and contract clauses.

\* \* \*

(c) ~~The Contracting Officer~~**[contracting officer]** may insert **[the]** clause **[at]** 552.216-75**[, Transactional Data Reporting,]** in solicitations and **[contracts for]** GSA-awarded ~~IDIQ~~**[indefinite-delivery indefinite-quantity (IDIQ)]** contracts, ~~not including Federal Supply Schedule (FSS) contracts~~ **[where transactional data is required]**. ~~This clause should be included~~**[The contracting officer shall insert this clause]** in **[solicitations and contracts for]** GSA-awarded Governmentwide acquisition contracts and multi-agency contracts **[where transactional data is required]**. See 507.103 for the process for adding additional transactional data elements to this clause. This clause is not applicable to Federal Supply Schedule (FSS) contracts, GSA SmartPay contracts, or GSA E-Gov Travel Service contracts. See 538.273 for **[the]** clauses applicable to FSS contracts.

\* \* \* \* \*

### Part 552 - Solicitation Provisions and Contract Clauses

\* \* \* \* \*

### Subpart 552.2 - Text of Provisions and Clauses

Class Deviation CD-2022-02

\* \* \* \* \*

**552.216-75 Transactional Data Reporting.**

As prescribed in 516.506(c), insert the following clause:

**TRANSACTIONAL DATA REPORTING  
(~~JUN 2016~~)(**FEB 2023**) (**DEVIATION**)**

(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 Transactional Data.* 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, <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 Number
- (ii) Delivery/Task Order 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 ~~per~~ **[P]**er Unit.
- (xi) Total Price.
- [(xii) Invoice-Reporting Period.**
- (xiii) Invoice-Number.**
- (xiv) Invoice-Paid Date.**
- (xv) Invoice-Amount.**
- (xvi) Invoice-Contract Line Item Number.**
- (xvii) Invoice-Line Item Identifier.**
- (xviii) Invoice-Line Item Type.**
- (xix) Contract Access Fee-Line Item Amount.**
- (xx) Contract Access Fee-Voucher Number.**
- (xxi) Contract Access Fee-Amount Allocated.**
- (xxii) Contract Access Fee-Remit Payment Date.**
- (xxiii) Subcontracting-Vendor Name(s).**
- (xxiv) Subcontracting-Vendor Unique Entity Identifier(s).**

## Class Deviation CD-2022-02

- (xxv) Subcontracting-Total Amount Subcontracted for Services.
- (xxvi) Subcontracting-Similarly Situated Entity Identification.
- (xxvii) Services-Employee Security Clearance Level.
- (xxviii) Services-Employee Labor Category.
- (xxix) Services-Employee Applicable Labor Law.
- (xxx) Services-Employee Location.
- (xxxi) Services-Employee Indirect Hourly Costs.
- (xxxii) Services-Type of Work Performed.
- (xxxiii) Services-Place of Performance.]

*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 507.105.*

(3) **[After the conditions in paragraph (b)(6) of this clause are met, the]**The Contractor 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) 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) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(6) *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.~~

**[(i) For each month with no contract transactions, the Contractor must submit a confirmation as specified in paragraph (b)(3) of this clause.**

**(ii) For each month with contract transactions, the Contractor must report transactional data after the ordering activity has approved and paid an invoice for the reported transaction.]**

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

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

(9) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

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

Class Deviation CD-2022-02

(c) *Contract Access Fee (CAF)*. (1) GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity[,] but remitted to GSA by the Contractor. GSA has the unilateral right to change the fee[CAF] structure at any time, but not more than once per year;[.] GSA will provide reasonable notice prior to the effective date of any change [to the CAF structure].

(2) Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(3) The Contractor must remit the CAF to GSA in U.S. dollars.

(4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the ~~United States~~[U.S.] Government under the terms of FAR §[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 sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of clause)

## **Attachment B - Illustrative Definitions for Transactional Data Elements**

This Attachment is for illustrative purposes only. The actual definitions for the transactional data elements identified in paragraph (b)(2) of GSAR clause 552.216-75, Transactional Data Reporting, will be contained within the Government designated reporting system.

1. Contract Number. The GSA contract number.
2. Delivery/Task Order Number/Procurement Instrument Identifier (PIID). The delivery/task order number assigned on the award document and reported to FPDS-NG. For example, on a SF26 -"CONTRACT (Proc. Inst. Indent.) NO." Block 2; SF33 - "CONTRACT NO." Block 2; SF1449 "CONTRACT NO." Block 2; GSA300 - "ORDER NO." Block 2. It may also be known as the Procurement Instrument Identifier (PIID).
3. Non-Federal Entity. A state, local, territorial, or tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization eligible to use the contract.
4. Description of Deliverable. The description of the contract/delivery/task order/PIID deliverable.
5. Manufacturer Name. The manufacturer name of the product.
6. Manufacturer Part Number. The manufacturer part number.
7. Unit of Measure. The unit of measure for each contract line item (CLIN) (e.g., unit, hour, each, package, or box).
8. Quantity of Item Sold. The quantity of items (products) sold; or hours in the case of services.
9. Universal Product Code. Eight to twelve digit bar code assigned to a product for identification of it and its manufacturer.
10. Price Paid Per Unit. The net sale price for each line item. The reported price paid per unit must be a fully burdened hourly rate for services.
11. Total Price. The product of quantity and price paid. This element is a system generated field. The formula used to calculate is "Total Price"=ROUND((Quantity of Item Sold \*Unit price),2).
12. Invoice-Reporting Period. The month and year of the report submission.
13. Invoice-Number. The number on the invoice paid by the customer.
14. Invoice-Paid Date. The date (i.e., MM/DD/YYYY) the invoice was paid by the customer.
15. Invoiced-Amount. The current total amount invoiced against the task order.
16. Invoice-Contract Line Item Number. The CLIN.
17. Invoice-Line Item Identifier. The number assigned to the invoice line item. System generated field.
18. Invoice-Line Item Type. Either the CLIN Description or the CLIN Code associated with the contract vehicle. System generated field (such as labor, travel, fee, ODC, or some other type of invoice line item).
19. Contract Access Fee-Line Item Amount. The dollar value of the contract access fee (CAF) remitted by the contractor. The CAF is to be reported as a separate line item.

## Class Deviation CD-2022-02

- 20. Contract Access Fee-Voucher Number.** The tracking number or text assigned by the contractor associated with the CAF payment.
- 21. Contract Access Fee-Amount Allocated.** The portion of the total CAF payment amount allocated to a particular task order. Applicable only to task orders.
- 22. Contract Access Fee-Remit Payment Date.** The date (i.e., MM/DD/YYYY) the CAF will be, or is expected to be paid.
- 23. Subcontracting-Vendor Name(s).** The name(s) of any subcontractors that helped fulfill the task order. Applicable only to task orders.
- 24. Subcontracting-Vendor Unique Entity Identifier(s).** The Unique Entity Identifiers (UEI) of any subcontractors that helped fulfill the task order (12-digit #). Applicable only to task orders.
- 25. Subcontracting-Total Amount Subcontracted for Services.** The dollar value for services provided by each subcontractor, excluding material and non-services costs. Applicable only to task orders.
- 26. Subcontracting-Similarly Situated Entity Identification.** Indication of whether the subcontractor has the same small business program status as the prime contractor and is considered small for the size standard under the North American Industry Classification System (NAICS) code of the prime contractor assigned to the subcontract as defined in the FAR clause at 52.219-14, Limitations on Subcontracting.
- 27. Services-Employee Security Clearance Level.** The level of security clearance held by the contractor FTE performing the work (e.g., S, TS, TS/SCI, or TS/SCI/poly)
- 28. Services-Employee Labor Category.** The primary labor category of the work performed as specified in the GSA-awarded contract or task order.
- 29. Services-Employee Applicable Labor Law.** The applicable labor law for the contractor FTE performing the work (e.g., Service Contract Labor Standards (formerly known as the Service Contract Act), Wage Rate Requirements Construction (formerly known as the Davis Bacon Act), or Exempt).
- 30. Services-Employee Location.** The ZIP code where the contractor FTE performs his/her/their work (5-digit #). Applicable only to cost-reimbursement contracts and task orders.
- 31. Services-Employee Indirect Hourly Costs.** The hourly breakdown of indirect costs captured in the fully burdened hourly labor rate. Applicable only to cost-reimbursement contracts and task orders.
- 32. Services-Type of Work Performed.** The high-level type of work that will be performed on the contract or task order.
- 33. Services-Place of Performance.** The type of site where work was performed (i.e., Government Site, Contractor Site, Remote, or N/A).