

# PUBLIC SUBMISSION

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**Docket:** GSA-GSAR-2014-0020

General Services Administration Acquisition Regulation (GSAR); Transactional Data Reporting;  
GSAR Case 2013-G504

**Comment On:** GSA-GSAR-2014-0020-0001

General Services Administration Acquisition Regulations: Transactional Data Reporting; GSAR  
Case 2013-G504

**Document:** GSA-GSAR-2014-0020-DRAFT-0015

Comment on FR Doc # 2015-04349

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## Submitter Information

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## General Comment

Please find POGO's public comment to GSAR Case 2013-G504 Transactional Data Reporting attached.

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## Attachments

GSAR Case 2013-G504



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## PROJECT ON GOVERNMENT OVERSIGHT

2013-G504-17

May 4, 2015

General Services Administration  
Regulatory Secretariat Division (MVCB)  
ATTN: Hada Flowers  
1800 F Street, NW, 2nd Floor  
Washington, DC 20405-0001

Subject: GSAR Case 2013-G504 – Transactional Data Reporting

Dear Ms. Flowers:

The Project On Government Oversight (POGO) provides the following opposition to GSAR Case 2013-G504, “Transactional Data Reporting” (80 Fed. Reg. 11619, March 4, 2015). The proposed rule, issued by the General Services Administration (GSA) seeks comments on its proposal to amend the GSA Acquisition Regulation (GSAR) to include clauses requiring contractors to report transactional data from orders and prices paid by ordering activities. Transactional data would be reported for Federal Supply Schedule (FSS) contract vehicles and GSA’s non-FSS contract vehicles—Government wide Acquisition Contracts (GWACs) and Government-wide Indefinite-Delivery, Indefinite-Quality (IDIQ) contracts. The new contract clause reporting requirements would eliminate the need for certain aspects of the price reductions clause, but GSA would also retain the right to request updated commercial sales data where government commercial benchmarks are insufficient to establish price reasonableness.

The price reduction clause requires contractors to automatically provide the government with discounts offered to the contractor’s “most favored customer”. Simply stated, the price reduction clause forces contractors to lower their prices and ensure that the government is getting the best possible prices.

According to GSA, however, “[t]he current lack of transparency on prices paid by government customers has led to significant price variation, sometimes 300 percent or more, for identical purchases by federal agencies from the same commercial vendor as well as the unnecessary duplication of contract vehicles.”

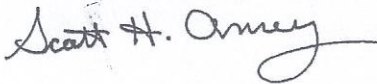
Although POGO fully understands GSA’s attempt to rein in price variations and share transactional data, POGO does not support the proposed rule. Prices paid by the government do not equate to best prices and may not reflect genuine market driven pricing, therefore, the price reduction clause should not be eviscerated.

Additionally, the proposed rule would place a burden on vendors to report prices paid by the government for goods and services and require the government to evaluate those prices to commercial benchmarks. In an era when the federal government is trying to ease burdens on

agencies and speed up the contracting process, the proposed rules seems to do the opposite and place the government at risk of paying excessive prices above those offered in the commercial market.

Thank you for your consideration of this comment. If you have any questions, please feel free to contact me at (202) 347-1122.

Sincerely,

A handwritten signature in black ink that reads "Scott H. Amey". The signature is written in a cursive style with a long, sweeping underline.

Scott H. Amey  
General Counsel