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United States Senate

COMMITTEE ON HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS WASHINGTON, DC 20510-6250

February 6, 2025

VIA EMAIL: GSACongressionalAffairs@gsa.gov

Stephen Ehikian Acting Administrator and Deputy Administrator General Services Administration 1800 F Street NW Washington, DC 20006

Dear Mr. Ehikian:

I write to seek clarification and information regarding your January 24, 2025 memo to GSA employees, titled "Acquisition Pause," which has caused confusion that is impacting constituents and essential missions, including those for homeland security and national security.

I would appreciate your providing the below information by Monday, February 17, 2025 to assist in clarifying your intent and the scope of your memo.

- 1. Is it your intent to pause purchases by the military services, the Department of Veterans Affairs, or other Departments and agencies that depend on GSA?
- 2. Is it your intent to effectively halt support for disaster preparation and recovery? You except "emergency and urgent obligations below \$50,000 (e.g., in response to a declared disaster, or to protect life and property)". However, disaster declarations are made when the capabilities of localities or states is exceeded – typically more than \$50,000.
- 3. Reports indicate that GSA has already terminated, rather than paused, contracts due to your instructions.
 - a. By what factors are you and other leaders deciding to terminate contracts, agreements, and leases?
 - b. How many contracts, agreements and leases have been so terminated; with whom; for what specific goods or services; and at what cost to the government?
- 4. Please provide the estimated overall cost of implementing your memo, including the costs of the below, and on what assumptions it is based.
 - c. While many government contracts have a clause allowing the government to stop work, there is often a cost to the government for doing so.
 - d. It is complicated and costly to modify contracts and agreements to restart work after a pause.
 - e. What costs will occur if funding lapses at the end of the current continuing resolution, which goes through March 14, 2025?

- 5. Your memo appears to forbid new contracts with Ability One, which employs and trains nearly 37,000 people who are blind or have significant disabilities. Is this your intent? Do you consider Ability One to be "DEI"?
- 6. Will you reimburse small businesses that relied on GSA's word in making preparations and forgoing other business opportunities in order to support the government?
- 7. Duty station preparedness: your memo mentions building maintenance, but not construction and renovation work. Do you intend to pause removal of toxins and other safety hazards from buildings, or office space build out? If so, what is your plan to provide safe space for workers?
- 8. Please explain why you believe that you may pause contracting for "zero emission vehicles" when specific appropriations have been made for this purpose by Congress?
- 9. Are you pausing Indefinite Delivery, Indefinite Quantity (IDIQ) contracts?
- 10. By what authority does GSA believe it may take the steps required by your memo to employees?
- 11. You describe your actions as "temporary." Specifically, how long will this "pause" last?

Thank you for your attention to this matter.

Sincerely Gary C. Peters

Ranking Member