



8/14/2020

GSA Office of Governmentwide Policy

Class Deviation CD-2020-16

MEMORANDUM FOR: VALERIE BINDEL
CONTRACTING OFFICER
ASTRO PROGRAM, FEDSIM

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SUBJECT: FAR Class Deviation: Exception to the Maximum Quantity
Requirement for the ASTRO Program

1. Purpose.

This memorandum approves the contracting officer's request for a class deviation from the Federal Acquisition Regulation (FAR) requirement to establish a maximum quantity for indefinite-quantity contracts (see FAR 16.504) for the ASTRO program.

2. Background.

The ASTRO program is a family of separate multiple award, indefinite delivery, indefinite quantity (IDIQ) task order contracts, encompassing 10 separate pools based on functionally. The ASTRO program will provide ordering activities with the ability to purchase total solutions for the operations, maintenance, readiness, research, development, support, training, and systems integration of manned, unmanned, and optionally manned systems and platforms on land, sea, air, and space, as well as the services that support such systems and platforms. The ASTRO program is anticipated to encompass approximately 450 separate IDIQ task order contracts¹ each with a five year base ordering period with an option to extend the ordering period an additional 5 years. The General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Service (AAS), Federal Systems Integration and Management Center (FEDSIM) will award and administer the ASTRO program.

¹The 450 is based on the anticipation of making 45 awards per Pool. In the event of a tie at the position of 45, all offerors tied for this position will be awarded a IDIQ task order contract. As a result, in the event of a tie, the total number of possible awards for the ASTRO program could be higher

FAR 16.504 prescribes various requirements concerning the solicitation and award of indefinite-quantity contracts. One of these being the inclusion of limits that are stated within the solicitation and contract². This requirement is specifically called out in FAR 16.504(a)(4)(ii) which states “A solicitation and contract for an indefinite quantity must—...Specify the total minimum and maximum quantity of supplies or services the Government will acquire under the contract.” Altogether, the need for this class deviation is because the intent is to solicit and subsequently award the IDIQ task order contracts without the maximum quantity required by the FAR.

The areas of the FAR that are covered by this class deviation are: 4.1005-2, 16.504, 16.505, and 52.216-22.

3. Authority.

This class deviation is issued under the authority of FAR 1.404 and General Services Administration Acquisition Manual (GSAM) 501.404.

This class deviation is issued following consultation with the Chair of the Civilian Agency Acquisition Council (CAAC) in accordance with FAR 1.404(a) and GSAM 501.404(a).

4. Applicability.

This class deviation applies only to the ASTRO program.

5. Deviation.

See Attachment B of this document for a line-in/line-out of the areas of the FAR being amended by this class deviation.

6. Effective Date and Expiration Date.

This class deviation is effective immediately and remains in effect until the completion of the ASTRO program or otherwise rescinded by the SPE, whichever comes first.

7. Point of Contact.

Any questions regarding this class deviation may be directed to GSARPolicy@gsa.gov.

Attachments Attachment A – [Deviation Request for a No-Max Qty Contract](#)

²FAR 16.504 allows for “Quantity limits may be stated as number of units or as dollar values” as a result when expressing the limit in dollar it is sometimes known as the ‘maximum value of the contract’. Additionally, the FAR requirement for a maximum is covered in 41 U.S.C. 4103(b)(2) & (e) and 41 U.S.C. 4106(f).

Attachment B – FAR Class Deviation Line-In/Line-Out Text
ATTACHMENT B
FAR DEVIATION LINE-IN/LINE-OUT TEXT
FOR CLASS DEVIATION CD-2020-16

FAR Baseline: FAC 2020-07 published on 07/02/2020

- Additions to baseline made by deviation are indicated by **[bold text in brackets]**
- Deletions to baseline made by deviation are indicated by ~~strikethroughs~~
- Five asterisks (*****) indicate that there are no revisions between the preceding and following parts or sections
- Three asterisks (***) indicate that there are no revisions between the material shown within a section and subsection or subsection

PART 4—ADMINISTRATIVE AND INFORMATION MATTERS

Subpart 4.10—UNIFORM USE OF LINE ITEMS

4.1005-2 Exceptions.

(a) Indefinite-delivery contracts—***

(2) *Indefinite-delivery indefinite-quantity (IDIQ) and requirements contracts.* (i) IDIQ and requirements contracts may omit the quantity at the line item level for the base award provided that the total contract minimum ~~and maximum, or the estimate, respectively,~~ is stated.

PART 16—TYPES OF CONTRACTS

Subpart 16.5—INDEFINITE-DELIVERY CONTRACTS

16.504 Indefinite-quantity contracts.

(a)***

(1) The contract must require the Government to order and the contractor to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, ~~not to exceed the stated maximum. The contracting~~

~~officer should establish a reasonable maximum quantity based on market research, trends on recent contracts for similar supplies or services, survey of potential users, or any other rational basis.~~

(2) To ensure that the contract is binding, the minimum quantity must be more than a nominal quantity, but it should not exceed the amount that the Government is fairly certain to order.

(3) The contract may also specify maximum or minimum quantities that the Government may order under each task or delivery order and the maximum that it may order during a specific period of time.

(4) A solicitation and contract for an indefinite quantity must—

(i) Specify the period of the contract, including the number of options and the period for which the Government may extend the contract under each option;

(ii) Specify the total minimum ~~and maximum~~ quantity of supplies or services the Government will acquire under the contract;

* * *

16.505 Ordering.

(a) General. (1) In general, the contracting officer does not synopsise orders under indefinite-delivery contracts; except see 16.505(a)(4) and (11), and 16.505(b)(2)(ii)(D).

(2) Individual orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, **[and]** issued within the period of performance, ~~and be within the maximum value of the contract.~~

* * *

(10)(i) No protest under subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except—

(A) A protest on the grounds that the order increases the scope, **[or]** period, ~~or maximum value of the contract;~~ or

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PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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Subpart 52.2—TEXT OF PROVISIONS AND CLAUSES

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52.216-22 Indefinite Quantity.

As prescribed in 16.506(e), insert the following clause:

INDEFINITE QUANTITY (OCT 1995) **[(DEVIATION)]**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule ~~up to and including the quantity designated in the Schedule as the maximum~~. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ____ [*insert date*].

(End of clause)