



Homeland
Security

MEMORANDUM FOR: Heads of Contracting Activities

FROM: Paul Courtney
Chief Procurement Officer

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SUBJECT: FAR Class Deviation (Number 25-10) for FAR Part 11 in Support of
Executive Order on Restoring Common Sense to Federal Procurement

- Purpose.** This memorandum approves a class deviation to Federal Acquisition Regulation (FAR) Part 11 for purposes of implementing the FAR Council's model deviation text to FAR Part 11.
- Background.** [Executive Order \(E.O.\) 14275, Restoring Common Sense to Federal Procurement](#), signed April 15, 2025, mandates a comprehensive review and simplification of the FAR.

The FAR is being updated to:

- Eliminate non-statutory language
- Remove redundant or obsolete language
- Enhance clarity through plain language
- Align with the new FAR framework
- Preserve essential governmentwide acquisition standards

This project is referred to as the Revolutionary FAR Overhaul (RFO) initiative. This initiative will make the FAR more concise, understandable, and focused on core procurement requirements.

- Summary of Changes.** FAR Part 11, Describing Agency Needs, has been updated to ensure requirement are clear, focused on commercial standards, and do not unnecessarily limit competition. Statutory requirements retained in the RFO FAR part 11 model deviation include, but are not limited to, the following:
 - 41 U.S.C. § 3306(a) and 10 U.S.C. § 3206(a): Planning and Solicitation Requirements
 - 41 U.S.C. § 3307 and 10 U.S.C. § 3453: Preference for Commercial Products and Commercial Services
 - 15 U.S.C. § 637(d)(4)(F): Requirements related to liquidated damages

Change	Description
Retained	• Definitions specific to Part 11 for Reconditioned and Remanufactured.

	• Using market research to promote full and open competition. • Encouraging commercial products and commercial services to the maximum extent practicable. • Procedures and corresponding clauses related to liquidated damages. • Requirements related to the Defense Priorities and Allocations System (DPAS), a Department of Commerce regulation in support of approved national defense, emergency preparedness, and energy programs. • Retained clauses and provisions to this part include: ○ 52.211-5, Material Requirements ○ 52.211-11, Liquidated Damages—Supplies, Services, or Research and Development ○ 52.211-12, Liquidated Damages—Construction ○ 52.211-13, Time Extensions ○ 52.211-14, Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use ○ 52.211-15, Defense Priority and Allocation Requirements
Removed	• Requirements related to identification and availability of specifications. • Prescriptive procedures, such as: ○ Requirements to include ecolabels in specifications based on information in the Green Procurement Compilation. ○ Requirements for brand name or equal purchase descriptions. • Twelve (12) clauses and provisions are removed: ○ The following provisions related to the availability of Federal specifications, applicable to GSA and DOD standard indices: ▪ 52.211-1, Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 ▪ 52.211-2, Availability of Defense Specifications, Standards, and Data Item Descriptions in the Acquisition Streamlining and Standardization Information System (ASSIST) Website ▪ 52.211-3, Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions ▪ 52.211-4, Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions ○ The following provisions related to brand name or equal procurements: ▪ 52.211-6, Brand Name or Equal ▪ 52.211-7, Alternatives to Government-Unique Standards ○ The following clauses related to delivery schedules for the contract: ▪ 52.211-8, Time of Delivery ▪ 52.211-9, Desired and Required Time of Delivery ▪ 52.211-10, Commencement, Prosecution, and Completion of Work (for construction contracts only) ○ The following clauses that address variations from firm fixed price contracts:

	▪ 52.211-16, Variation in Quantity ▪ 52.211-17, Delivery of Excess Quantities ▪ 52.211-18, Variation in Estimated Quantity
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- 4. Instructions.** The Department of Homeland Security (DHS) acquisition workforce shall follow the RFO Part 11 deviation text instead of FAR Part 11 as codified at 48 CFR Chapter 11. The Council's RFO Part 11 model deviation text is available at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-11>, and is incorporated as Attachment 1 to this deviation.

Do not include any of the removed provisions or clauses in future solicitations and contracts. For open solicitations or awarded contracts, the contracting officer has discretion regarding the need to enforce or amend the provisions or clauses. Note that without some of the removed provisions or clauses, the contracting officer may be required to separately address certain aspects in the contract. For example, without contract clauses addressing variations from firm-fixed price contracts, contracting officers should consider other ways to protect the Government by addressing variations during the contract's performance.

Requirements for establishing delivery or performance schedules are being moved to the FAR Companion Guide. This move allows acquisition teams greater flexibility and discretion to consider techniques which are most appropriate to their acquisition. To enforce the remaining liquidated damages clauses, it is helpful to ensure a delivery schedule is clearly identified.

- 5. Applicability.** This class deviation applies to all DHS procurements.
- 6. Authority.** This class deviation is issued under the authority of [E.O. 14275](#), [OMB M- 25-25](#), 48 CFR 1.4, and RFO FAR 1.304.
- 7. Effective Date.** This class deviation is effective immediately and remains in effect until rescinded or incorporated into the FAR.
- 8. Points of Contact.** Questions regarding this class deviation may be directed to Acquisition Policy and Legislation Branch at Acquisition.Policy@hq.dhs.gov.

Attachments:

1. FAR Part 11 Solicitation Provisions and Contract Clauses Revisions

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Subpart 52.2—Text of Provisions and Clauses

52.211-1 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-2 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-3 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-4 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-5 Material Requirements.

As prescribed in 11.302, insert the following clause:

Material Requirements (JULY 2025) (DEVIATION 25-10)

(a) Definitions.

As used in this clause—

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Remanufactured means factory rebuilt to original specifications.

(b) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(c) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(d) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

52.211-6 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-7 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-8 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-9 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-10 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-11 Liquidated Damages-Supplies, Services, or Research and Development.

As prescribed in 11.403(a), insert the following clause in solicitations and contracts:

Liquidated Damages-Supplies, Services, or Research and Development (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ _____ per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-12 Liquidated Damages-Construction.

As prescribed in 11.403(b), insert the following clause in solicitations and contracts:

Liquidated Damages-Construction (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of _____ [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will

continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 Time Extensions.

As prescribed in 11.403(c), insert the following clause:

Time Extensions (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.

As prescribed in 11.504(a), insert the following provision:

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)

Any contract awarded as a result of this solicitation will be [] DX rated order; [] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.211-15 Defense Priority and Allocation Requirements.

As prescribed in 11.504(b), insert the following clause:

Defense Priority and Allocation Requirement (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy

FAR Class Deviation 25-10 for FAR Part 11 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Attachment 1: FAR Part 11 Solicitation Provisions and Contract Clauses Revisions

program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.211-16 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-17 [Reserved (JULY 2025) (DEVIATION 25-10)]

52.211-18 [Reserved (JULY 2025) (DEVIATION 25-10)]