



Homeland
Security

MEMORANDUM FOR: Heads of Contracting Activities

FROM: Sarah Green
Deputy Chief Procurement Officer

SUBJECT: FAR Class Deviation (Number 26-01) for FAR Part 13 in Support
of Executive Order 14275 on Restoring Common Sense to Federal
Procurement

1. **Purpose.** This memorandum approves a class deviation to Federal Acquisition Regulation (FAR) part 13 for purposes of implementing the Federal Acquisition Regulatory Council's (the Council's) model deviation text to FAR Part 13.
2. **Background.** [Executive Order \(E.O.\) 14275 on 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 clarify 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.

3. **Summary of Changes.** FAR part 13 is renamed from "Simplified Acquisition Procedures" to "Simplified Procedures for Non-commercial Acquisitions". The part has been significantly changed:
 - **From a focus on:** Simplified procedures for the acquisition of commercial products and commercial services
 - **To a focus on:** Simplified procedures for the acquisition of noncommercial products and services valued at or below the simplified acquisition threshold (SAT).

The procedures in this part may be used only if:

- There are no commercial products or commercial services that can satisfy the agency's needs (see RFO part 12)
- The supplies or services are not available from a required source (see RFO part 8).

It's important to note that some statutory text and other text essential to support sound procurement has been or will be moved to other RFO FAR parts, to include:

- Definition of governmentwide commercial purchase card (RFO part 2)
- Simplified procedures for procuring commercial items (RFO part 12)
- Price or cost evaluation factor for multiple-award contracts (RFO part 16)
- Advance payments for subscriptions and fast payment procedures (RFO part 32).

Statutory requirements retained in the RFO FAR part 13 model deviation include, but may not be limited to, the following:

- 41 U.S.C. §§ 1901-1905, Simplified Acquisition Procedures
- 41 U.S.C. § 3305 and 10 U.S.C. § 3205, Simplified Procedures for Small Purchases
- 41 U.S.C. § 3306 and 10 U.S.C. § 3206, Planning and Solicitation Requirements

Change	Description
Retained	• 13.001, "Applicability", retains the prohibition on splitting requirements to stay below the SAT. • 13.101, "Competition", retains the requirement that agencies must promote competition to the maximum extent practicable when procuring noncommercial products and services valued at or below the SAT. • 13.102, "Small Business", retains the requirement that acquisitions of supplies or services with an anticipated dollar value above the MPT, but at or below the SAT, must be set aside for small business concerns. • 13.301, "Notifications", consolidates instructions for notifying unsuccessful quoters. It retains award notice posting requirements of FAR subpart 5.3 and brief explanations. • 13.302, "Cancellations and Terminations", provides a clear distinction between canceling an unaccepted purchase order and terminating an accepted purchase order and directs the contracting officer to FAR part 49 or clause 52.213-4 for terminations.

Moved / Updated	• The revised part structure now reflects the acquisition lifecycle: ○ Subpart 13.1 - Presolicitation ○ Subpart 13.2 - Solicitation, Evaluation, and Award ○ Subpart 13.3 - Postaward ○ Subpart 13.4 - Micro-purchases • The lengthy list of inapplicable laws in former 13.005 is moved to a dynamic link, now at 13.001 (https://www.acquisition.gov/inapplicablelaws). This is a significant modernization, ensuring the regulation points to a continuously updated official source rather than a static list that could become outdated. • The definition of “governmentwide commercial purchase card” is moved from the former 13.001, “Definitions”, to section 2.101. • Content regarding price or cost evaluation factors for multiple-award contracts is moved from the former 13.106-1 to RFO part 16. • 13.201, “Procedures”, and 13.202, “Evaluation”, cross reference part 12. This cross-referencing achieves several goals. It promotes consistency in government procurement practices, reducing the need for contracting officers to master two distinct sets of procedures for simple buys and leverages the best practices in commercial acquisitions. • 13.204, “Contract Clauses”, authorizes the use of the revised clause 52.213-4 for a streamlined set of terms and conditions for inspection/acceptance, excusable delays, terminations, and warranties. ○ The primary clause for noncommercial simplified acquisitions, 52.213-4, has been retitled and revised. The title is changed from “Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services)” to “Terms and Conditions—Simplified Acquisitions (Noncommercial)” to align with the new focus of part 13. ○ 13.204(c) explicitly prohibits the use of part 12 clauses (52.212-1, 52.212-2, and 52.212-4) in noncommercial acquisitions. • 13.303, “Contractor Financing and Payments”, now directs readers to part 32 for payment procedures, including fast payment procedures. • 13.401, “General”, for micropurchases, now points to part 12 when making purchases below the micropurchase threshold (MPT) ensuring that the simplest and most common type of acquisition is governed by a single, consistent set of rules, regardless of whether the item is commercial or noncommercial.
Removed	• A significant amount of content has been streamlined and removed from part 13 and shifted to other parts of the FAR as highlighted in the summary of changes above the table. • The following clauses were deleted: ○ 52.213-1, Fast Payment Procedure. Fast payments procedures will be covered in part 32. ○ 52.213-2, Invoices. General payment procedures will be covered in part 32. ○ 52.213-3, Notice to Supplier. The streamlined procedures and the general principles of offer and acceptance are deemed adequate without this specific clause.

This table is not an exhaustive list.

4. Instructions.

- The Department of Homeland Security (DHS) acquisition workforce shall follow the RFO Part 13 instead of FAR Part 13 as codified at 48 CFR Chapter 1. The Council's RFO Part 13 model deviation text is available at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-13>, and is incorporated into this class deviation.
- For new solicitations or contracts, when using any provisions or clauses that have been revised, utilize the RFO model deviation language in Attachment 1.
- 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.
- Contracting activities must review templates and related standard operating procedures to align with this class deviation and remove unnecessary processes and steps.

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 Memo M-25-26](#) and 48 CFR 1.4., and RFO FAR 1.304.

7. **Effective Date.** This class deviation is effective November 3, 2025, 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.

Attachment:

1. FAR Part 13 Solicitation Provisions and Contract Clauses Revisions

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

* * * * *

Subpart 52.2—Text of Provisions and Clauses

* * * * *

52.213-1 [Reserved (OCT 2025) (DEVIATION 26-01)] (effective November 3, 2025)

52.213-2 [Reserved (OCT 2025) (DEVIATION 26-01)] (effective November 3, 2025)

52.213-3 [Reserved (OCT 2025) (DEVIATION 26-01)] (effective November 3, 2025)

52.213-4 Terms and Conditions – Simplified Acquisitions (Noncommercial).

As prescribed in **13.304(b)**, insert the following clause:

Terms and Conditions- Simplified Acquisitions (Noncommercial) (OCT 2025) (DEVIATION 26-01) (effective November 3, 2025)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(c) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard recordkeeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(d) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(e) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)