



National Aeronautics and
Space Administration
Washington, DC 20546

Procurement Class Deviation

PCD 25-14

AUGUST 23, 2025

CLASS DEVIATION FROM FEDERAL ACQUISITION REGULATION (FAR) PART 36 AND NASA FAR SUPPLEMENT (NFS) PART 1836 TO IMPLEMENT THE REVOLUTIONARY FAR OVERHAUL (NASA Case 2025-N0016)

PURPOSE: To provide a Class Deviation from the FAR to implement the FAR Council's model deviation text to FAR Part 36, Construction and Architect-Engineer Contracts, and deviation to NFS 1836.

BACKGROUND: On April 15, 2025, the Executive Order (E.O.) 14275, "[Restoring Common Sense to Federal Procurement](#)" was signed. Section 2 of the E.O. establishes the policy that the FAR "should only contain provisions required by statute or essential to sound procurement, and any FAR provisions that do not advance these objectives should be removed." To implement E.O. 14275, the Office of Federal Procurement Policy (OFPP) is leading the **Revolutionary FAR Overhaul (RFO)** initiative. This effort is supported by the Federal Acquisition Regulatory Council (the Council) member agencies— General Services Administration, Department of Defense, NASA, along with other agencies. In line with the E.O., the initiative aims to eliminate unnecessary regulations and policies across all levels of the federal government.

The Office of Management and Budget (OMB) memorandum, M-25-26 issued on May 2, 2025, titled, Overhauling the Federal Acquisition Regulation, provided additional guidance to federal agencies regarding the FAR overhaul.

FAR Streamlining. As part of the RFO, the FAR will be streamlined to include only statutory requirements, while non-statutory content will move to new buying guides, collectively forming the Strategic Acquisition Guidance (SAG). The Council will first issue model deviation guidance by FAR part, followed by formal rulemaking through the notice-and-comment process. Agencies will have 30 days to issue class deviations based on the model text once it is released.

Streamlining Agency Acquisition Supplements. Agencies must streamline their FAR supplements by removing regulations not based on statute or executive orders and aligning with the FAR Council's deviation guidance. Supporting policies must also be updated to

reflect these changes. This approach ensures the NASA FAR Supplement (NFS) remains consistent with the streamlined FAR.

FAR Buying Guides and NFS Companion Guide (CG) (coming soon). As the FAR and the NFS are streamlined, helpful non-regulatory content will be moved to new FAR Buying Guides and NFS CG. These guides are intended to offer practical instructions and best practices for implementing effective contracting methods.

RFO Part FAR Part 36, Construction and Architect-Engineer Contracts, is one of the model deviations released by the FAR Council. RFO Part 36 establishes policy for the procurement of construction and architect-engineering services. Burdensome, duplicative, or outdated language and language not required by statute have been removed from FAR Part 36. This plain language version of FAR Part 36 shall be adhered to.

To align with the RFO FAR Part 36, the NFS 1836, Construction and Engineer Contracts, is revised to remove non-statutory and outdated language. This deviation implements the revised RFO Part 36 and NFS Part 1836.

GUIDANCE:

(1) Contracting officers shall follow the RFO Part 36 deviated text instead of FAR Part 36 as codified at 48 CFR Chapter 36. The FAR Council's RFO text is available at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-36>.

(2) COs shall also follow the NFS Part 1836 deviated text enclosed within this deviation.

ACTION REQUIRED BY CONTRACTING OFFICERS: Effectively immediately, ensure that new contract actions issued on or after the effective date complies with the policy in the PCD.

EFFECTIVE DATE: This PCD is effective as dated and shall remain in effect until implemented in the FAR and NFS or otherwise rescinded.

PROVISION AND CLAUSE CHANGES: This deviation renders the provision at NFS 1852.236-74, Magnitude of Requirement, obsolete.

HEADQUARTERS CONTACT: Daniel J. Walt, Senior Procurement Analyst, Procurement and Grants Policy Division, e-mail daniel.j.walt@nasa.gov.

Marvin L. Horne

Acting Assistant Administrator for Procurement

Enclosure

Changes in the NFS Deviation text below are identified as follows:
Deletions shown as ~~strike-throughs~~; and
Additions are shown as **[bold in brackets]**

PART 1836
CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS
(September 2015)

TABLE OF CONTENTS

SUBPART	<u>1836.2-</u> <u>[1836.1</u>	SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION
[1836.101		PRE-SOLICITATION]
1836.203[101-6]		Construction]
[1836.101-7		Government estimate of construction costs[estimate].
[1836.101-770		Clauses]
1836.209		Clauses and provisions]
1836.213—		Construction contracts with architect-engineer firms.
1836.213-3		Special procedures for sealed bidding in construction contracting.
1836.213-370—		Invitation for bids.
1836.213-4		Additive and deductive items.
		Notice of Award.
 SUBPART	 <u>1836.5</u>	 CONTRACT CLAUSES
1836.570—		NASA solicitation provisions and contract clause.
 SUBPART	 <u>1836.6</u>	 ARCHITECT-ENGINEER SERVICES
1836.602-2		Evaluation boards.
1836.602-4		Selection authority.
1836.602-5		Short selection process for contracts not to exceed the simplified
acquisition threshold.		
1836.602-70		Selection of architect-engineer for master planning.
1836.603		Collecting data on and appraising firms' qualifications.
1836.605		Government cost estimate for architect-engineer work.
 SUBPART	 <u>1836.70</u>	 PARTNERING
1836.7001		Definition.
1836.7002		General.
1836.7003		Policy.
1836.7004		NASA solicitation provision and contract clause.

PART 1836
CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

Subpart 1836.2—Special Aspects of Contracting for Construction
[1836.1 Pre-Solicitation]

1836.101 Construction

1836.203101-6 Government cost [estimate]. ~~of construction costs.~~

[Contracting officers must follow the procedures in the NFS Companion Guide regarding handling of government cost estimates for acquisitions using sealed bidding.]~~(c)(i) If the acquisition is by sealed bidding, the contracting officer shall file a sealed copy of the detailed Government estimate with the bids until bid opening. After the bids are read and recorded, the contracting officer shall read the estimate, and record it in the same detail as the bids.~~

~~(ii) If the acquisition is by negotiation, the contracting officer may disclose the overall amount of the Government estimate after award upon request of offerors.~~

~~1836.209 Construction contracts with architect-engineer firms.~~

~~(a) Except as indicated in paragraph (c) of this section, the Senior Procurement Executive is the approval authority.~~

~~1836.213 Special procedures for sealed bidding in construction contracting.~~

~~1836.213-3 Invitations for bids.~~

~~1836.213-370 Additive and deductive items.~~

~~When it appears that funds available for a project may be insufficient for all the desired features of construction, the contracting officer may provide in the invitation for bids for a first or base bid item covering the work generally as specified and one or more additive or deductive bid items progressively adding or omitting specified features of the work in a stated order of priority. In such case, the contracting officer, before the opening of bids, shall record in the contract file the amount of funds available for the project and determine the low bidder and the items to be awarded in accordance with the provision at 1852.236-71, Additive or Deductive Items.~~

~~1836.213-4 Notice of Award.~~

~~(e) Contract delivery or performance schedules, commencement of work, or notices to proceed shall not be expressed in terms of a notice of award. (See 1814.408-1.)~~

Subpart 1836.5—Contract Clauses

~~1836.570 NASA solicitation provisions and contract clause.~~

~~[1836.101-7 Clauses]~~

~~1836.513 [101-7] NASA solicitation and contract c-[C]lause[s][and provisions].~~

~~[(a)] **Accident prevention.** For additional guidance on the use of FAR clause 52.236-13, Accident Prevention, and its Alternate I in NASA contracts, see 1823.7001(d).~~

PART 1836
CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

(a**[b]**) The contracting officer ~~shall~~ **[must]** insert the provision at 1852.236-71, Additive or Deductive Items, in invitations for bids for construction when it is desired to add or deduct bid items to meet available funding.

(b**[c]**) The contracting officer ~~shall~~ **[must]** insert the provision at 1852.236-72, Bids with Unit Prices, in invitations for bids for construction when the invitation contemplates unit prices of items.

(e**[d]**) The contracting officer ~~shall~~ **[must]** insert the clause at 1852.236-73, Hurricane Plan, in solicitations and contracts for construction at sites that experience hurricanes.

~~(d) The contracting officer shall insert the provision at 1852.236-74, Magnitude of Requirement, in solicitations for construction. Insert the appropriate estimated dollar range in accordance with FAR 36.204.~~

Subpart 1836.6—Architect-Engineer Services

1836.602 Selection of firms for architect-engineer contracts.

1836.602-1 Selection criteria-

~~(a)(2) The evaluation of specialized experience and technical competence shall be limited to the immediately preceding ten years.~~

~~(a)(4) The evaluation of past performance shall be limited to the immediately preceding ten years.~~

~~(a)(6) The architect-engineer selection board may also establish evaluation criteria regarding the volume of work previously awarded to the firm by NASA, with the object of effecting an equitable distribution of contracts among qualified architect-engineer firms, including minority-owned firms and firms that have not had prior NASA contracts.~~

1836.602-2 Evaluation boards.

~~(a) Installations shall establish an architect-engineer selection board to be composed of the selection authority and at least three voting members. Membership shall at least include: one currently registered architect or professional engineer, who shall serve as the board chairperson; an official from the requiring office; if appropriate, a technical official familiar with any unique subject matter critical to the requirement; and a procurement official (a contracting officer, if feasible) as an ad-hoc advisor to the board. Where appropriate, the procurement official may serve as a voting member. Non-Government employees shall not be appointed as voting members.~~

1836.602-4 Selection authority.

~~(a) The selection authority shall be appointed in accordance with installation procedures.~~

PART 1836
CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

~~1836.602-5 Short selection process for contracts not to exceed the simplified acquisition threshold.~~

~~The procedures at FAR 36.602-5(a) or (b) may be used at the discretion of the selection authority.~~

~~1836.602-70 Selection of architect-engineer for master planning.~~

~~(a) Definition of master plan. A master plan is an integrated series of documents presenting in graphic, narrative, and tabular form the present composition of the installation and the plan for its orderly and comprehensive development to perform its various missions in the most efficient and economical manner.~~

~~(b) Selection.~~

~~(1) Selection of an architect-engineer shall be made by the Official, appointed by the Center Director. The report of the architect-engineer selection board will be concurred in at NASA Headquarters by the Assistant Administrator for Strategic Infrastructure, the Senior Procurement Executive, the Chief Financial Officer, and the General Counsel.~~

~~(2) The Official, appointed by the Center Director, shall be responsible for the architect-engineer selection board report required by FAR 36.602-3(d).~~

~~1836.603 Collecting data on and appraising firms' qualifications.~~

~~The architect-engineer selection boards (see 1836.602-2) are designated as NASA's evaluation boards for the purposes of FAR 36.603.~~

~~1836.605 Government cost estimate for architect-engineer work.~~

~~(b) The contracting officer may disclose the overall amount of the Government estimate after award upon request of offerors.~~

Subpart 1836.70—Partnering

~~1836.7001 Definition.~~

~~"Partnering" means a relationship of open communication and close cooperation that involves both Government and Contractor personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve contract objectives and resolve issues and implementing actions as required.~~

~~1836.7002 General.~~

~~(a) The establishment of a partnering environment usually leads to higher quality products completed more quickly at lower overall costs and with fewer accidents and litigation.~~

~~(b) The use of partnering is encouraged as it has been shown to reduce the average contract cost and schedule growth and to reduce contract claims and litigation.~~

~~(c) Partnering is a voluntary contract relationship within the management process that is not to be used to unofficially alter terms of the contract.~~

PART 1836
CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

1836.7003 Policy.

~~(a) Partnering should be used on a contract when the contracting officer, in coordination with the project manager, determines that the benefits to be achieved from its use are expected to be greater than the costs see [NASA Partnering Desk Reference](#).~~

~~(b) In determining whether the benefits of partnering are greater than the costs, the following factors should be considered:~~

~~(1) The estimated dollar value of the contract.~~

~~(2) The complexity of the work to be performed.~~

~~(3) The contemplated length of the contract.~~

~~(4) The estimated costs to be incurred in conducting the partnership development and team building initial and follow-up workshops.~~

1836.7004 NASA solicitation provision and contract clause.

The contracting officer may insert a clause substantially the same as stated at 1852.236-75, Partnering for Construction Contracts, in solicitations and contracts for construction, when it has been determined that the benefits to be derived from partnering exceed the costs.

1852.236-71 Additive or Deductive Items.

As prescribed in 1836.570(a), insert the following provision:

ADDITIVE OR DEDUCTIVE ITEMS (MAR 1989) (DEVIATION AUG 2025)

(a) The low bidder for purposes of award ~~shall~~ **[must]** be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in order of priority listed in the Schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the Government to be available before bids are opened. If addition of another bid item in the listed order of priority would make the award exceed those funds for all bidders, it ~~shall~~ **[must]** be skipped and the next subsequent additive bid item in a lower amount ~~shall~~ **[must]** be added for each bid if award on it can be made within the funds.

(b) An example for one bid is an amount available of \$100,000, a bidder's base bid of \$85,000, and four successive additives of \$10,000, \$8,000, \$6,000, and \$4,000. In this example, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because either of them would cause the aggregate bid to exceed \$100,000.

(c) All bids ~~shall~~ **[must]** be evaluated on the basis of the same additive or deductive bid items. The listed order of priority ~~shall~~ **[must]** be followed only for determining the low bidder. After determination of the low bidder, award in the best interests of the Government may be made to that bidder on its base bid and any combination of its additive or deductive bid items for which funds are determined to be available at the time of the award, provided that award of the combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of provision)

1852.236-72 Bids with Unit Prices.

As prescribed in 1836.570(b), insert the following provision:

BIDS WITH UNIT PRICES (MAR 1989) (DEVIATION AUG 2025)

(a) All extensions of the unit prices bid will be subject to verification by the Government. If there is variation between the unit price and any extended amounts, the unit price will be considered to be the bid.

(b) If a modification to a bid based on unit prices that provides for a lump-sum adjustment to the total estimated cost is submitted, the application of the lump sum adjustment to each unit price in the bid ~~shall~~ **[must]** be stated. If it is not stated, the lump-sum adjustment ~~shall~~ **[must]** be applied on a pro rata basis to every unit price in the bid.

(End of provision)

1852.236-73 Hurricane Plan.

As prescribed in 1836.770(n), insert the following clause:

HURRICANE PLAN
(DEC 1988) (DEVIATION AUG 2025)

In the event of a hurricane warning, the Contractor ~~shall~~**[must]** –

- (a) Inspect the area and place all materials possible in a protected location;
- (b) Tie down, or identify and store, all outside equipment and materials;
- (c) Clear all surrounding areas and roofs of buildings, or tie down loose material, equipment, debris, and any other objects that could otherwise be blown away or blown against existing buildings; and
- (d) Ensure that temporary erosion controls are adequate.

(End of clause)

CLEAN REGULATORY VERSION WITH CHANGES INCORPORATED:

**PART 1836
CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**

TABLE OF CONTENTS

SUBPART	<u>1836.1</u>	PRE-SOLICITATION
1836.101		Construction.
1836.101-6		Government cost estimate.
1836.101-7		Clauses.
1836.101-770		Clauses and provisions.
SUBPART	<u>1836.70</u>	PARTNERING
1836.7004		NASA solicitation provision and contract clause.

Subpart 1836.1 – Pre-solicitation

1836.101 Construction

1836.101-6 Government cost estimate.

Contracting officers must follow the procedures in the NFS Companion Guide regarding handling of government cost estimates for acquisitions using sealed bidding.

1836.101- 7 Clauses

1836. 101-770 Clauses and provisions

(a) For additional guidance on the use of FAR clause 52.236-13, Accident Prevention, and its Alternate I in NASA contracts, see 1823.

(b) The contracting officer must insert the provision at 1852.236-71, Additive or Deductive Items, in invitations for bids for construction when it is desired to add or deduct bid items to meet available funding.

(c) The contracting officer must insert the provision at 1852.236-72, Bids with Unit Prices, in invitations for bids for construction when the invitation contemplates unit prices of items.

(d) The contracting officer must insert the clause at 1852.236-73, Hurricane Plan, in solicitations and contracts for construction at sites that experience hurricanes.

1836.7004 NASA solicitation provision and contract clause.

The contracting officer may insert a clause substantially the same as stated at 1852.236-75, Partnering for Construction Contracts, in solicitations and contracts for construction, when it has been determined that the benefits to be derived from partnering exceed the costs.

1852.236-71 Additive or Deductive Items.

As prescribed in 1836.770(1), insert the following provision:

ADDITIVE OR DEDUCTIVE ITEMS (MAR 1989) (DEVIATION AUG 2025)

(a) The low bidder for purposes of award must be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in order of priority listed in the Schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the Government to be available before bids are opened. If addition of another bid item in the listed order of priority would make the award exceed those funds for all bidders, it must be skipped and the next subsequent additive bid item in a lower amount must be added for each bid if award on it can be made within the funds.

(b) An example for one bid is an amount available of \$100,000, a bidder's base bid of \$85,000, and four successive additives of \$10,000, \$8,000, \$6,000, and \$4,000. In this example, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because either of them would cause the aggregate bid to exceed \$100,000.

(c) All bids must be evaluated on the basis of the same additive or deductive bid items. The listed order of priority must be followed only for determining the low bidder. After determination of the low bidder, award in the best interests of the Government may be made to that bidder on its base bid and any combination of its additive or deductive bid items for which funds are determined to be available at the time of the award, provided that award of the combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of provision)

1852.236-72 Bids with Unit Prices.

As prescribed in 1836.770(m), insert the following provision:

BIDS WITH UNIT PRICES (MAR 1989) (DEVIATION AUG 2025)

(a) All extensions of the unit prices bid will be subject to verification by the Government. If there is variation between the unit price and any extended amounts, the unit price will be considered to be the bid.

(b) If a modification to a bid based on unit prices that provides for a lump-sum adjustment to the total estimated cost is submitted, the application of the lump sum adjustment to each unit price in the bid must be stated. If it is not stated, the lump-sum adjustment must be applied on a pro rata basis to every unit price in the bid.

(End of provision)

1852.236-73 Hurricane Plan.

As prescribed in 1836.770(n), insert the following clause:

HURRICANE PLAN
(DEC 1988) (DEVIATION AUG 2025)

In the event of a hurricane warning, the Contractor must –

- (a) Inspect the area and place all materials possible in a protected location;
- (b) Tie down, or identify and store, all outside equipment and materials;
- (c) Clear all surrounding areas and roofs of buildings, or tie down loose material, equipment, debris, and any other objects that could otherwise be blown away or blown against existing buildings; and
- (d) Ensure that temporary erosion controls are adequate.

(End of clause)

1852.236-75 Partnering for Construction Contracts.

As prescribed in 1836.7004, insert the following clause:

PARTNERING FOR CONSTRUCTION CONTRACTS
(AUG 1998) (DEVIATION AUG 2025)

(a) The terms “*partnering*” and “*partnership*” used herein must mean a relationship of open communication and close cooperation that involves both Government and Contractor personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve contract objectives and resolve issues and implementing actions as required.

(b) Partnering will be a voluntary commitment mutually agreed upon by at least NASA and the prime contractor, and preferably the subcontractors and the A&E design contractor, if applicable. Sustained commitment to the process is essential to assure success of the relationship.

(c) NASA intends to facilitate contract management by encouraging the foundation of a cohesive partnership with the Contractor, its subcontractors, the A&E design contractor, and NASA's contract management staff. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual objectives. The objectives are intended to complete the contract requirements within budget, on schedule, and in accordance with the plans and specifications.

(d) To implement the partnership, it is anticipated that within 30 days of the Notice to Proceed the prime Contractor's key personnel, its subcontractors, the A&E design contractor, and NASA personnel will attend a partnership development and team building workshop. Follow-up team building workshops will be held periodically throughout the duration of the contract as agreed to by the Government and the Contractor.

(e) Any cost with effectuating the partnership will be agreed to in advance by both parties and will be shared with no change in the contract price. The contractor's share of the costs are not recoverable under any other Government award.

(End of clause)