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RFO-2025-08
Supplement 1

MEMORANDUM FOR GSA CONTRACTING ACTIVITIES

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SUBJECT: Supplement to Certain GSA Implementing Deviations in Support
of Executive Order 14275, Restoring Common Sense to Federal Procurement

1. Purpose. This supplement provides updates and amendments to certain GSA implementing deviations.

2. Background. In accordance with [Executive Order \(E.O.\) 14275, Restoring Common Sense to Federal Procurement](#), between May and September 2025, the FAR Council issued model deviation text by FAR part in support of the Revolutionary FAR Overhaul (RFO) initiative. This initiative is intended to make the FAR more concise, understandable, and focused on core procurement requirements.

In accordance with OMB Memorandum M-25-26, GSA issued implementing class deviations following release of each RFO FAR part deviation text. More information about the purpose of the RFO initiative and background on individual model deviation language can be found in the original GSA implementing deviation for each part.

Subsequent review has identified the need to update and amend GSA’s implementing deviations for RFO FAR parts 5, 8, 9, 12, 13, and 23. The specific changes and rationale are discussed below.

3. Summary of Supplement Updates

RFO FAR parts 5, 12, 13, and 23	
Background	RFO FAR parts 5, 12, 13, and 23 included corresponding definition updates to part 2, but the implementing GSA deviations did not provide instructions to the workforce on how to use the revised part 2 definitions in concert with existing definitions in part 2.
Supplement Update	In GSA’s class deviations implementing RFO FAR parts 5, 12, 13, and 23, section 4, “Instructions”, is updated to add the following bullet: The GSA acquisition workforce must use the definitions (Part 2 - Definitions of Words and Terms) found on Acquisition.gov/far-overhaul. The remainder of the deviation is unchanged.

RFO FAR part 8	
Background	The FAR Council initially released the RFO FAR part 8 model deviation text on August 14, which required use of Office of Federal Property Policy best-in-class (BIC) contracts. On August 29, OFPP updated the model deviation text to reference “required use” contracts at 8.104 instead of BIC contracts. It is understood that OFPP will be establishing a new class of “required use” contracts (and associated criteria) that will be separate from BIC contracts. “Required use” contracts will be mandatory. BICs may be prioritized, but are not mandatory. GSA’s class deviation implementing RFO FAR part 8 is amended as follows, to reflect the updated RFO FAR part 8 model deviation text:
Supplement Update 1	Section 3, “Summary of Changes”, is updated as follows: 3. Summary of Changes. FAR part 8, Required Sources of Supplies and Services, is significantly updated. The model deviation language: - Enhances usability by restructuring and organizing the part in the logical flow of the acquisition lifecycle. - Simplifies mandatory source guidance. ~~Makes the use of Governmentwide Best-In-Class (BIC) contracts mandatory~~[Makes the use of OFPP-designated “Required Use” contracts mandatory]. - Retains focus on the importance of the AbilityOne Program.
Supplement Update 2	The fourth bullet in the “Retained” section of the table in Section 3, “Summary of Changes”, is updated as follows: Use of Existing Contracts. 8.104 replaces section 8.004, “Use of Other Sources”. ~~Best-in-class (BIC)~~[OFPP-designated “Required Use”] contracts or BPAs are now ~~required~~[mandatory] to be used when a commercial product or commercial service meets an agency’s need, unless approved by the Head of the Contracting Activity (HCA). If a BIC~~["required use" contract]~~ is not suitable, agencies should consider use of an existing governmentwide contract, BPA, or shared service.
Miscellaneous	OFPP is expected to provide more information about “required use” contracts in the future.

RFO FAR part 9	
Background	The GSA implementing deviation stated that all existing provisions and clauses are retained (or remain reserved if previously reserved) with no