**Acquisition Plan**

**For**

**[Enter name of Program/System -**

**Agile Software Development Services]**

**U.S. General Services Administration**

**Federal Acquisition Services**

[**FAR 7.105**](https://www.acquisition.gov/far/part-7#FAR_7_105)

[Name of Office]

**[Date]**



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(icon) Program?

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# Part I - Acquisition Background and Objectives

## 1. Statement of Need

## Statement of Need

\*Instructions\* for the Procurement Office:

This section is a brief summary that leverages the \*Product Framing Document\* (provided from the \*program office\*) provide a summary of the need.

This requirement is for Background of the Mission

Insert Problem Statements

Insert The product vision is [Sample: to make it easier for users to find the information they need and to comply with government-wide and agency requirements.] Note: (summary of any key challenges and product vision, summary of approach.

\*Example\* Verbiage for Agile Software Development:

With this acquisition, [requiring office] is intending to shift into an agile, human-centered software development process for [Insert the product/website/thing.]

Agile software development refers to software development methodologies centered around the idea of iterative development, where requirements and solutions evolve through collaboration between a cross functional government team and a modern software development contractor.

This collaboration is typically in the form of sprint planning and sprints. Sprint planning is typically a meeting between the contractor and government product owner to prioritize tasks and convert those to user stories. A sprint is where the contractor turns user stories into implementable code; including testing, and the product owner/customer feedback against a given user .

In software development a user story is an informal, plain language description of features of a software system. User stories are written from the perspective of an end user or user of a system, and may be recorded on index cards, Post-it notes, or digitally in project management software.

The ultimate value in agile software development is that it allows the Government to task the contractor with work based on user and program needs as those needs arise and change (i.e., user stories). Agile software development enables programs to deliver value faster to users, with greater quality and predictability, and greater aptitude to respond to change.

### Technical and Contractual History

#### Technical History

\*Instructions\* Acquisition office will pull current state from the \*technical discovery document\* (completed by program office paired with tech lead)\*



\*[Requiring Office]\* developed the [incumbent product or Minimally Viable Product] on a [previous system/platform/product].The contractor was responsible for design, development, security, and maintenance. The period of performance of the current contract ends [date PoP expires]. The site is available at: [Location and access instructions]. All information posted on the main website is public. The Government owns all code, data, image licenses, user information, and domain names.

#### Contractual History

\*Boiler Plate\* The current contract/task order was solicited and awarded XXXX under XXXX and set aside XXX (as applicable).

Contract/Delivery Order/Task Order Number:

Awardee:

Type of Award (single or multiple award):

Dollar Value:

Period of Performance:

Issuing/Contracting Office:

Customer:

Scope:

Competitive or Sole Source:

Contract Vehicle Used:

Contract Type:

Supply or Service or Both:

### Acquisition Alternatives

#### Feasible contract alternatives:

\*Instructions:\* Acquisition Office completes this and can lean on the BBB decision (tech doc completed by program office paired with tech lead) to better complete.

\*Example language\* [Program Office] considered a variety of alternatives, including [List contracting vehicles considered] the GSA Schedules program, open market, small business set-asides, Government-Wide Acquisition Contracts (GWACs), and the GSA Alliant contract vehicle. After careful consideration of the client’s requirements and review of the marketplace, [Program Office] selected the GSA Multiple Award Schedule (MAS) Information Technology Professional Service, Special Item Number (SIN) 54151S (or XXXXX) as the best alternative to meet the Government’s needs. A detailed discussion of the alternatives is provided in the “Sources” section of the AP.

#### Impact of prior acquisitions on the alternatives described above:

Tailor the language below to your procurement if applicable.

\*boiler plate\* The prior acquisition for [XXXX] was on a different technical stack (infrastructure) and does/does not impact the alternatives described above. For more information, see “Technical History.”

#### Related in-house efforts:

**\*Instructions\***

[Describe any effort previously undertaken by the Government that is directly relevant to the current acquisition. Include the development of a minimally viable product (MVP) related to this procurement, other related predecessor products, and the product to be built.

See the sample below describing work completed for the acquisition of a website with backend functionality.

Tailor the language below to your procurement if applicable.

\*Example\* (As applicable) [Program Office] partnered with the GSA Service Delivery (GSA SD) team and developed a user research plan to clearly define the users of the website(s) and to uncover user needs and opportunities for improvement of the websites. The GSA SD team is building a minimally viable product (MVP) of the sites using an iterative and user-centered delivery cadence. The GSA SD team expects the MVP for each website to be complete by [Date].

[Program Office] is also partnering with the GSA SD team to build an acquisition strategy and procurement that supports continued software development of [Program Office’s product.]

## 2. Applicable Conditions

### Significant conditions affecting the acquisition

Instructions: [Describe any environmental/technical/operating/budgetary/time constraints conditions that are expected to impact the procurement and the development of the product. An example related to the development of a

\*Example\* (tailor as needed) The agile software development services for this procurement are for the XXXX website(s) that will/will not operate on [insert platform or other environment]. The prior website operated on a XXXXX management system. (as applicable) As a result, there are no requirements for compatibility with existing or future systems or programs.

#### Known cost constraints

\*Instructions\* See sample boiler plate verbiage below. In Agile, this area needs to be validated after a draft RFI (Solicitation).

\*boiler plate\* The primary cost constraint is the Government’s budget. The government estimate represents the minimum labor categories and hours required to achieve the scope given a 12-month period performance. However, historical market research shows this amount is below what most software development budgets would be. The government cost constraints impact how much XXXXX can accelerate or expand development throughout the life of the contract.

#### Known schedule constraints

\*Boiler Plate\* (Tailor as applicable) The primary schedule constraint is the anticipated award schedule of this acquisition. The period of performance for the current contract for operations and maintenance support XXXXX. Ideally, the awarded contractor would be onboarded as close as possible to XXXXX (by GSA SD Team) to support security actions, further system development, and transition from the SD team to the awarded contractor.

#### Known capability or performance constraints

\*Instructions\* See sample boiler plate verbiage below. In Agile, this area needs to be validated after a draft RFI (Solicitiation).

\*Boiler plate\* The primary capability constraint for this procurement is the contractor must be capable of performing agile software development. There are several performance constraints around this procurement, to include, various system access required at GSA, the coding environment the contractor will be working in, the design standards the contractor must follow, numerous information technology security requirements, and confidentiality requirements based on the nature of the work.

**Environment requirements (Tailor as applicable)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitiation).

1. Software development services will occur in the GSA XXXX environment(s).

2. Website usage will be tracked with the Digital Analytics Program.

3. Hosting will be on cloud.gov. Pages for building and serving front-end static assets and cloud.gov for serving APIs and hosting the database and other backend services. Services are provided through an interagency agreement that XXXXX has in place with cloud.gov.

4. Current coding languages are Python for the back-end and JavaScript (Astro and Vue.js) for the front-end. The Government is not prescribing that these must be the coding language(s) moving forward.

**Design requirements (Tailor as applicable)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitiation).

1. Software development services shall leverage the U.S. Web Design System.

2. Content development will follow XXXX style guide.

**System access requirements (Tailor as applicable)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitiation).

1. All Contractor personnel working under the task order will need to be U.S. citizens and reside in the United States.
2. Homeland Security Presidential Directive 12 (HSPD-12) applies to Contractor development personnel as such performance requires access to internal government information technology (IT) systems. As a result of HSPD-12 applicability to the requirements of this document, the Government will perform all required background investigations for Contractor personnel, and the Contractor shall ensure their personnel requiring physical access to Federally- controlled information technology systems have identification that complies with HSPD-12 policy. Immediately upon award, the credential process shall commence. The Contractor will not be given the Notice to Proceed (NTP) to start work until all Contractor personnel have the proper identification to satisfy this requirement.
3. Medium risk security clearance (Tier 2) shall be required. Access to GSA data and systems cannot be provided until a favorable adjudication is received.
4. NIST phishing resistant multi-factor authentication (MFA) shall be required for privileged and non-privileged users where login is required.
5. Once the award is made, the Government will begin the process to provide the Government Furnished Equipment (GFE) and GSA Access Cards (GAC) to the contractor. Until the GFE and GACs are provided to the contractor by the Government, the contractor shall use their own equipment (which should abide by GSA security requirements) for work on the project at no additional cost. After the GFE and GACs are provided to the contractor by the Government, the contractor must use the GFE (which requires a GAC to operate) for work on the project.

**Security requirements (Tailor as applicable)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitiation).

The website properties supporting the Program (as identified below) are Federal information systems that are presently categorized at FIPS 199 Low Impact.

Main website ([https://.gsa.gov](https://smartpay.gsa.gov))

Training website ([https://training..gsa.gov](https://training.smartpay.gsa.gov))

Section 889 Representations tool website ([https://889..gsa.gov](https://889.smartpay.gsa.gov))

As GSA Federal Information systems, the websites are required to comply with the Federal Information Security Management Act (FISMA) (44 U.S.C. 3544); OMB policy, GSA Information security policies and information security guidelines, and Cybersecurity & Infrastructure Security Agency (CISA) Binding Operational Directives and Emergency Directives. Security compliance will be continuous through DevSecOps practices and via user stories issued in sprint planning.

The Vendor shall support the security and privacy requirements for Internal Systems enumerated in Section 2.0 of GSA IT Security Procedural Guide 09-48, Security and Privacy Requirements for IT Acquisition Efforts, Revision 6, dated April 15, 2021 at the direction of the Program and Information System Security Manager (ISSM). This includes but is not limited to documentation, implementation, assessment support, and continuous monitoring of NIST 800-53 R5 security and privacy controls to support the initial and ongoing authorization to operate for the in-scope Program websites. The specific assessment & authorization (A&A) approach for the Program websites will be directed by the Program and ISSM and may involve an initial Lightweight ATO followings GSA’s Lightweight Security Authorization Process; final authorizations for applications/systems on Cloud PaaS/SaaS that are FedRAMP authorized shall be assessed and authorized to the corresponding FedRAMP Customer Responsible Matrix (CRM) controls.

The required policies and regulations are specified in Security and Privacy Requirements for IT Acquisition Efforts; CIO-IT Security-09-48, April 15, 2021 (Attachment A) or latest version; Managing Enterprise Cybersecurity Risk CIO-IT Security-06-30, May 9, 2022 or latest version (Attachment B); GSA Information Technology Security Policy, CIO 21001N, September 21, 2022 or latest version (Attachment C); CIO IT Policy Requirements Guide-12-2018, June 9, 2023 or latest version (Attachment D).

The contractor shall design and implement ICAM solutions that are consistent with GSA requirements as outlined in Identification and Authentication Procedural Guide [CIO IT Security 01-01 Rev. 7] and Access Control Procedural Guide [CIO IT Security 01-07, Rev 5].

**Specific Security Requirements**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation).

The Contractor shall have all staff members complete a confidentiality agreement and submit to the Contracting Officer prior to starting contract performance.

## 3. Cost

### Life-Cycle Cost (Tailor as applicable)

\*Instructions\*: In Agile, costs are higher in the base year and go down in the out years. Consider the requirements with program closely to craft this language. After your draft RFI (Solicitation) you will be better positioned to estimate for the IGCE.

\*Example\* The Government expects that the cost will be highest in the base year of the contract assuming the most and the largest features will be built and implemented during this period. The total cost is expected to be XXXX (base, options as applicable). Additionally, the base year is most likely the period in which the Authority To Operate (ATO) will need to be achieved to launch the websites into production. The option years are expected to have minimal cost as a result of continued iteration.

The IGCE shows XXXX a higher/lower cost in the base year with higher/lower costs in the option years but was developed to estimate only **the minimal life-cycle costs that can be accepted** to meet the requirement. The IGCE also assumes the same level of effort from year to year and only demonstrates higher costs in the option years due to inflation/escalation of rates from year to year. Additional assumptions are listed below:

1. All labor categories and rates taken from <https://buy.gsa.gov/pricing> or similar buys of a previous nature.

2. Estimated hours are based on 1,880 hours per work year, which assumes holidays & use of sick leave and annual leave.

The Government anticipates having one Contract Line Item Number (CLIN) for agile software development services for the base year and each option year.

The minimal estimated life-cycle costs that can be accepted are:

(Enter total cost/price of the IGCE)

*Base & Option Period Labor Categories:*

*Labor categories should be based on the build. A typical agile team is 3-9 individuals. If you think you require multiple agile teams it is recommended you start with one then scale up. Depending on the project this may also include a Cybersecurity role.*

*Over a $1,000,000 may look like:*

*\*project lead, aka scrum master, aka product manager*

*\*product owner owns the thing and should be a government official, but the product manager role may also be needed as a counterpart to the product owner (and may be outsourced) to ensure …*

**

*Under a $1,000,000 may look like:*

**

### Design-to-Cost

\*Boiler Plate\* required to address

Design-to-cost objectives were/were not considered because (Indicate why design-to-cost objectives were or were not considered) (For example: they are not applicable due to the nature of the requirement. The services required do not involve any design cost management techniques.)

### Should-Cost

\*Boiler Plate\* required to address

Should-cost analysis was/was not performed because (Indicate why should-cost analysis objectives were or were not considered) (for example: it is not applicable due to the nature of the requirement. If any should-cost analysis is later performed, it will be performed by the client agency at the program level and not at the task order level.

## 4. Capability or Performance

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation).

(Tailored)The required capability and performance for this procurement is agile software development services. The services to be provided will include all aspects of the software development process, including planning, design, software development and coding, prototyping, documentation, and testing. (boiler plate) The services also include support of \*agency security sme\* documentation and testing.

There are several performance standards around this procurement, to include, various system access required at GSA, the coding environment the contractor will be working in, the design standards the contractor must follow, numerous information technology security requirements, and confidentiality requirements based on the nature of the work.

**Environment requirements (Describe all environment requirements, as applicable)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation). \*Tip\*GSA’s aim is to procure a government owned and hosted site to the maximum extent possible

1. Software development services will occur in XXXX.

2. Website usage will be tracked with XXXX.

3. Hosting will be on cloud.gov. Pages for building and serving front-end static assets and cloud.gov for serving APIs and hosting the database and other backend services. Services are provided through an interagency agreement that our organization has in place with cloud.gov.

4. Current coding languages are Python for the back-end and JavaScript (Astro and Vue.js) for the front-end. The Government is not prescribing that these must be the coding language(s) moving forward.

\*Tip\* Government use open source, modern programming language

**Design requirements**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation).

1. Software development services shall leverage the U.S. Web Design System at this direct link: <https://designsystem.digital.gov/>

\*Tip: Refer to this site to comply with IDEA Act requirements

2. Content development: Software development will follow [Section 508 compliance](https://www.section508.gov/) standards and accessibility guidelines using Web Content Accessibility Guidelines 2.1 AA standards. Refer <https://www.w3.org/TR/WCAG21/>

Software development will follow organization’s style guide, agency-specific branding

\*Tip: Refer to this site to ensure “digital accessibility/508 compliance”

**System access requirements**

**(Describe all system access requirements & tailor with your local security SME)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation).

1. All Contractor personnel working under the task order will need to be U.S. citizens and reside in the United States.
2. Homeland Security Presidential Directive 12 (HSPD-12) applies to Contractor development personnel as such performance requires access to internal government information technology (IT) systems. As a result of HSPD-12 applicability to the requirements of this document, the Government will perform all required background investigations for Contractor personnel, and the Contractor shall ensure their personnel requiring physical access to Federally- controlled information technology systems have identification that complies with HSPD-12 policy. Immediately upon award, the credential process shall commence. The Contractor will not be given the Notice to Proceed (NTP) to start work until all Contractor personnel have the proper identification to satisfy this requirement.
3. Medium risk security clearance (Tier 2) shall be required. Access to GSA data and systems cannot be provided until a favorable adjudication is received.
4. NIST phishing resistant multi-factor authentication (MFA) shall be required for privileged and non-privileged users where login is required.
5. Once the award is made, the Government will begin the process to provide the Government Furnished Equipment (GFE) and GSA Access Cards (GAC) to the contractor. Until the GFE and GACs are provided to the contractor by the Government, the contractor shall use their own equipment (which should abide by GSA security requirements) for work on the project at no additional cost. After the GFE and GACs are provided to the contractor by the Government, the contractor must use the GFE (which requires a GAC to operate) for work on the project.

**Security requirements (Describe all security requirements, as applicable)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation).

Sample: The website properties supporting this program (insert name) (as identified below) are Federal information systems that are presently categorized at FIPS 199 Low Impact.

Main website:

Training website as applicable:

889 Sites, as applicable:

As GSA Federal Information systems, the websites are required to comply with the Federal Information Security Management Act (FISMA) (44 U.S.C. 3544); OMB policy, GSA Information security policies and information security guidelines, and Cybersecurity & Infrastructure Security Agency (CISA) Binding Operational Directives and Emergency Directives. Security compliance will be continuous through DevSecOps practices and via user stories issued in sprint planning.

The Vendor shall support the security and privacy requirements for Internal Systems enumerated in Section 2.0 of GSA IT Security Procedural Guide 09-48, Security and Privacy Requirements for IT Acquisition Efforts, Revision 6, dated April 15, 2021 at the direction of the (insert leads as applicable) Information System Security Manager (ISSM). This includes but is not limited to documentation, implementation, assessment support, and continuous monitoring of NIST 800-53 R5 security and privacy controls to support the initial and ongoing authorization to operate for the (list in-scope program related/as applicable websites). The specific assessment & authorization (A&A) approach for the GSA Program websites will be directed by the Program and ISSM. (as applicable); and may involve an initial Lightweight ATO followings GSA’s Lightweight Security Authorization Process; final authorizations for applications/systems on Cloud PaaS/SaaS that are FedRAMP authorized shall be assessed and authorized to the corresponding FedRAMP Customer Responsible Matrix (CRM) controls.

The required policies and regulations are specified in Security and Privacy Requirements for IT Acquisition Efforts; CIO-IT Security-09-48, April 15, 2021 (Attachment A) or latest version; Managing Enterprise Cybersecurity Risk CIO-IT Security-06-30, May 9, 2022 or latest version (Attachment B); GSA Information Technology Security Policy, CIO 21001N, September 21, 2022 or latest version (Attachment C); CIO IT Policy Requirements Guide-12-2018, June 9, 2023 or latest version (Attachment D).

\*\*Pro Tip\* Every Agency has their Security policies; but GSA has a best practice to check Gitrepo, a public repository of the latest policies linked here.

The contractor shall design and implement ICAM solutions that are consistent with GSA requirements as outlined in Identification and Authentication Procedural Guide [CIO IT Security 01-01 Rev. 7] and Access Control Procedural Guide [CIO IT Security 01-07, Rev 5].

**Specific Security Requirements (Describe all specific security requirements)**

\*Instructions\* See example verbiage below. In Agile, this area needs to be validated and pulled from a draft RFI (Solicitation).

The Contractor shall have all staff members complete a confidentiality agreement and submit to the Contracting Officer prior to starting contract performance.

## 5. Delivery or Performance Period Requirements

### Explanation for Urgency

\*Instructions\* Per the FAR this section is the basis for establishing delivery or performance period requirements (

Sample: The period of performance may be up to [insert] (For example: three *(3)* years, which consists of a one-year base period and two (2), one-year option periods.)

(Provide a basis for establishing the period of performance)

The basis for establishing a XXXX-year period of performance is to XXXX (for example, if a shorter POP: Shorter periods of performance are a best practice in the agile software development services space. Similar to the concept of modular contracting (FAR Part 39), an objective of the period of performance is to encourage contractors who offer quick delivery to users and are highly skilled in software development services to compete. These are the types of competitive quotations that will lead to the most value to the Government. Additionally, shorter periods of performance allows the Government an opportunity for subsequent increments of work to take advantage of any evolution in technology or needs that occur during implementation and use of the earlier increments. )

Longer periods of performance using traditional software acquisition methods (where the Government defines the requirements at the start of performance) and FFP contract type tends to encourage non-innovative competition, which is not suited for this requirement. Typically, longer periods of performance cause the prices to increase and the quality to decrease.

Additionally, after award of a contract, constant, competitive pressure is needed to ensure a high quality work product throughout the period of performance. When not enough competitive pressure exists or the contract performance is poor, a shorter period of performance affords the Government the opportunity to recompete the effort sooner. Therefore, it is more prudent for the Government to re-compete every three years to mitigate the negative effects from longer periods of performance and FFP contract type.

### Explanation for Urgency

Select one as applicable:

The Government is/is not conducting this procurement on the basis of urgency.

## 6. Trade-Offs

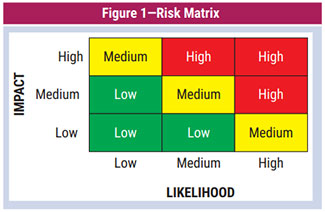
Instructions: (Describe how the government intends to utilize the trade-off process and which trade-offs are critical to address)

Sample focused on Cost Trade Offs: For this requirement, the Government intends to XXXX (for example: maximize software development in the base year and is willing to accept a higher cost commensurate with the allocated higher budget. The Government recognizes its annual budget is lower than a typical greenfield (building from scratch) software development purchase (typically $1M) and agile software development team size (typically 6-9 people). However, the Government is willing to accept a smaller development team. With a smaller team, will need to prioritize functionality to be built and balance trade-offs.

## 7. Risks

Instructions: GSA leverages a matrix approach to address Risks, adjust as applicable

Sample Table:



### Technical Risks

Instructions: Please use your Matrix to complete and assign the level of technical risks section. Describe the technical risk for the requirement. Be sure to involve your Security POC in risk management and mitigation.

Sample: Note: Authority to Operate (ATO) is the critical path and a required technical risk consideration.

The technical risk for this requirement is (for example: not achieving the Authority to Operate (ATO). ATO is the critical path for most software technology requirements. The current ATO process is most suited for commercial off-the-shelf software versus software that is continuously iterated on through user story.)

Risk: Not achieving Authority-To-Operate (ATO)

Likelihood: Low

Impact: Low

Sample: Mitigation: First, IT security is invited to every sprint demo to see what code and features have been completed. Also, as a best practice will employ development, security, and operations (DevSecOps), which is a development practice that integrates security initiatives at every stage of the software development lifecycle to deliver robust and secure applications. Second, a dedicated Product Owner (PO) will ensure that communication between the contractor and GSA IT will remain consistent and clear. Also, a dedicated software engineer (and other agile roles as needed) from GSA Service Delivery Team will assist the PO in oversight and has the technical know-how to ensure the objectives of this acquisition are met. Third, due to the fact that the contractors we intend to solicit have the capability to provide development services in an agile manner and have demonstrated their abilities to produce working, manageable software in the commercial market, they should have more-than-adequate technical and professional capabilities to mitigate the risk of this requirement. Lastly, the project will have an ongoing risk log that will be reviewed in each sprint planning cycle to identify if, for any reason, the technical risk becomes higher than initially identified.

### Cost Risks

Instructions: Please use your Matrix to complete and assign the level of cost risks given the requirements.

Sample for a budget constrained requirement:

The cost risk of this acquisition is that XXXX (for example: requirements for the websites cannot be fully known prior to development. Also the budget is limited for the base year of the contract . For this need, while the Government has defined the period of performance, the extent of the work beyond the contractor providing agile software development services is unknown. Agile provides for the discovery of requirements while the project is underway, usually based on user feedback. This is the reason that agile project requirements are typically stated as problems to solve (user stories), rather than solutions to build. So even if the Government could estimate a known set of work to do, in Agile we have the additional problem of not knowing what the set of work will actually be until the project is underway or until we have the feedback from users on a newly added feature. Additionally, with a limited budget the team size of the contractor will likely be smaller, limiting the amount of user stories can be completed each sprint.)

Risk: The base year budget is limited and the extent, and universe of user needs (requirements), of the work to be performed is not fully known upfront which could result in varying costs throughout the contract.

Likelihood: Low

Impact: Low

Mitigation: The inclusion of a not-to-exceed ceiling helps limit the financial risk to the Government overall. Further, in each sprint the Government controls how much or how little work is to be performed by the contractor and the duration of the sprint. Typically sprint duration is no more than two weeks. To account for any cost risk, the Government plans for oversight of this task by establishing and using several different principles. The Government will be conducting appropriate surveillance of the contractor’s performance to give reasonable assurance that efficient methods and effective cost controls are being used by establishing a Not-to-Exceed ceiling for the task order and a Quality Assurance Surveillance Plan (QASP) specified for software development services. The limited budget has available for the base year means they will need to prioritize functionality to be developed to reasonably contain costs within the contract ceiling.

### Schedule Risks

Instructions: Please use your Matrix to complete and assign the level of schedule risks given the requirements. Describe schedule risks

SAMPLE: There are no notable schedule risks because of the agile methods being utilized. Agile development will provide the Government with a project management structure that will ensure contractor performance is frequent, monitored and issues are immediately addressed. The ultimate value in agile software development services is that it allows the Government to task the contractor with work based on user and program needs as those needs arise and change. It enables programs to deliver value faster to users, with greater quality and predictability, and greater aptitude to respond to change without disrupting the schedule. Through the use of user-stories, that are prioritized by the Government team’s Product Owner in a Product Backlog, scheduling work is continuous and performed in two-week long sprints.

Risk:N/A

Likelihood: N/A

Impact: N/A

### Cyber/Supply Chain Risks

Instructions: Please use your Matrix to complete and assign the level of cost risks given the requirements. Pair with your assigned IT Security person and the Product Owner

(Describe the cyber/supply chain risks for the requirement)

SAMPLE: The Government completed a risk assessment utilizing the Criticality Analysis tool (completed by the GSA IT Security personnel and provided to Acquisition) to evaluate any *Cyber/Supply Chain Risks*. The risk ranked low for criticality, and it was determined that no mitigations were required as a result in part because this is a build, and the government had more control over risk mitigation.

Risk: Cyber/Supply chain

Likelihood: Low

Impact: Low

Mitigation:

There are no notable cyber/supply chain risks identified at this time as a result of the critical analysis tool assessment, which can be found under Tab 3 of the contract file.

## 8. Acquisition Streamlining

Instructions: Determine whether your acquisition is subject to Acq Streamlining first per FAR 7.105(a)8. When the acquisition is subject to streamlining, follow FAR guidance to complete.

SAMPLE for when the Acquisition is not subject to Acq Streamlining: Though not subject to acquisition streamlining, the following acquisition streamlining methods were used:

1. A draft solicitation was issued with draft Statement of Objectives (SOO) and Request for Information (RFI)

2. Limited quotation requirements and length of quotations

3. Intent to issue solicitation/RFQ through GSA e-Buy

# Part II - Plan of Action

## 1. Sources

### Sources of Supplies or Services

### Instructions: Once you complete your BBB analysis (technical discovery document) you can best determine the best Acquisition vehicle. You will circle back to your market research as well, as part of your validation process.

SAMPLE: This acquisition is for software development services, which will be acquired through competitive award of a task order against GSA Multiple Award Schedule (MAS) Information Technology Professional Services, Special Item Number (SIN) 54151S.

### Required Sources of Supplies or Services

\*Boiler Plate\* IAW FAR 8.002(a)(2) - Priorities for use of mandatory Government sources (Services), the only required source consideration for services is services that are on the Procurement List maintained by the Committee for Purchase from People Who Are Blind or Severely Disabled. A review of the list demonstrated this source could not satisfy the requirements for agile software development services.

### Small Business Considerations

Instructions: Determine during market research and after BBB, make this determination.

Pro tip: Many Agile Software Development Companies are classified as Agile. Also lean on agency small business office to make these determinations

\*boiler plate\* This acquisition is/is not set-aside for small businesses. The market research and historical data demonstrates that many small businesses are capable of providing agile software development services.

### Impact of Any Consolidation or Bundling

#### Bundling

\*boiler plate\* This acquisition does/does not meet the definition of bundling as defined in FAR 2.101 because the Government is not consolidating two or more requirements that were previously performed under separate smaller contracts into a solicitation for a single contract that is likely to be unsuitable to be awarded to a small business concern.

#### Consolidation

\*boiler plate\* This acquisition does/does not meet the definition of consolidation as defined in FAR 2.101 because the Government is not issuing a solicitation for a single contract, multiple-award contract, task order, or a delivery order to satisfy two or more requirements that have been provided to or performed under two or more separate contracts, each of which was lower in cost than the total cost of the contract for which offers are solicited.

### Extent and Results of Market Research

Instructions: Finalize after the Request for Information (RFI) posting, which included a draft solicitation

To comply with the statutory preference for commercial services as provided at 41 U.S.C. 3307, the Government performed a survey of the market and determined that commercial agile software development services are suitable to meet the [name of requirement].

The objective of the market research, conducted in MM/YY, was to find the most experienced pool of potential sources. The following were considered during the market research:

The review of mandatory sources did/did not demonstrate the capabilities to meet the required need for agile software development services.

Additional market research consisted of XXXX historical data review, GSA Multiple Award Schedule (MAS) Information Technology Professional Services, Special Item Number (SIN) 54151S and the issuance of a Request for Information (RFI) posting, which included a draft solicitation and accompanying response form.

A review of historical contracting data XXXX and GSA Multiple Award Schedule (MAS) Information Technology Professional Services, Special Item Number (SIN) 54151S for similar agile software development services demonstrated there was an adequate number of small businesses capable of performing the work.

The results of the market research indicated that these services are commercially available and through the GSA MAS Information Technology Professional Services, SIN 54151S. There are small businesses capable of performing this requirement therefore this acquisition will be set aside for small businesses through the GSA MAS program.

### Contractors that Use or Provide Prohibited Telecommunications and/or Video Equipment

\*Boiler Plate\* (Follow Agency-Specific Guidance)

In compliance with MV-20-10 and FAR 4.2105, the solicitation will include FAR provision 52.204-24 and FAR clause 52.204-25.

## 2. Competition

### Promoting Competition

Sample: In order to promote competition to the fullest, (insert your contracting office) issued an RFI on (insert date) to the government point of entry at [GitHUB.com](http://github.com)https://github.com/GSA/SmartPay-RFI (this platform was used because of the nature of the requirement; any developer platform that allows developers to create, store, manage and share their code may be used for posting)

For this requirement the government is targeting modern software development companies. GitHub makes it easy for developers to share code and collaborate with fellow developers on open-source projects. Working collaboratively in the open enables transparency, which in turn increases quality, security, and usability. Cross-functional teams in modern software development companies spend their days working in GitHub and are very familiar with the tool. As a result, the Government chose this medium to issue the Request for Information (please see Github posting justification) in addition to the required Government point of entry (GPE) of e-buy.

The agency conducted Market Research and anticipates [XXXX] SAMPLE: quotes will be received from at least three (3) small business contractors that can fulfill the requirements. To encourage competition, the solicitation will be issued on GSA’s eBuy as a small business set-aside to GSA’s MAS Information Technology Professional Services, SIN 54151S schedule holders*.*

### Major Component Competition

Instructions: Complete as applicable.

This procurement does/does not have elements of a major component competition.

### Spare and Repair Parts Competition

Instructions: Complete as applicable.

This procurement does/does not have elements of a spare and repair parts competition.

### Subcontracting Competition

Instructions: Complete as applicable. A blue shopping cart with a dollar sign

Description automatically generatedA group of circles with different colors

Description automatically generated with medium confidence

This will/will not be a small business set aside, which is/is not subject to subcontracting competition.

## 3. Contract Type SelectionA blue and purple logo Description automatically generated

*The contract type determined to be most appropriate for this acquisition is* XXXX Sample: TIME & Materials (T&M) (Define the requirements for the contract type selected) ex:

*FAR 16.1 outlines the test all contracts must face in the contract selection process. FAR 8.404(h) and 12.207 outline the specific guidelines under which a contract type must be selected.*

*As FAR 16.103(b) states, FFP contracts are for those that involve work that “can be predicted with an acceptable degree of certainty”; otherwise, “other contract types should be considered”, including T&M and LH, which is the preferable approach for an agile software development procurement.*

*FAR 16.202-2 states FFP contracts are “suitable for acquiring commercial items” when there are “reasonably definite functional or detailed specifications”. One example outlined in FAR 16.202-2(d) includes situations where “performance uncertainties can be identified and reasonable estimates of their cost impact can be made”.*

*FAR 16.602 outlines that a LH contract is a type of T&M contract, with the major difference being that “materials are not supplied by the Contractor.” FAR 16.601(c) states that LH contracts "may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence."*

T&M contract type was selected because, IAW with FAR 8.404(h)(3)(i), a time-and-materials or labor-hour order may be used for the acquisition of commercial services only when it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. For agile software development to realize its maximum benefit to the Government, a contract type that allows the contractor to perform work under a scope in an incremental manner and allows for the program office to work in a collaborative and flexible nature with the contractor should be selected.

## 4. Source Selection Procedures

Instructions: Note, this is tailored per FAR 8. Finalize after the Request for Information (RFI) posting, which included a draft solicitation

Pro TIP: Evaluation Panel should have Agile SMEs and Evaluation Criteria are unique for this requirement.

SAMPLE: Evaluation will be conducted IAW FAR 8.405-2(d). After release of the *RFQ*, offerors will have *30 calendar days* to submit quotations. The quotations will be required to consist of [insert evaluation criteria] technical approach, staffing approach, similar experience (including *code repository submittal),* and cost/price.

The Technical Evaluation Board (TEB) will consist of [insert] *, and [as applicable, GSA Service Delivery team]*. TEB members will be finalized prior to receipt of quotes. Technical Advisors (agile software development SMEs) will provide input on the technical aspects of the quotation in their area of expertise. A Contracting Officer (CO), (First Name, Last Name), will lead all Government and quoter’s interaction. The CO will perform the pricing evaluation and make a determination of price reasonableness.

A task order will be awarded to the Contractor whose quotation is the most advantageous to the Government, price and other factors considered. Technical quotations will be evaluated based on the following factors: [insert evaluation factors below]

*(1) technical approach,*

*(2) staffing approach, and*

*(3) similar experience*

All technical evaluation factors when combined are significantly more important than price. Award may be made to other than the lowest price technically acceptable proposal.

There is no intent to evaluate cyber/supply chain risks because there are no notable risks identified at this time as a result of the Critical Analysis Tool assessment. This tool prompts users to rate the impact and likelihood of 10 scenarios that could happen during a project. The ratings help determine the criticality of each of those scenarios, and this tool automatically generates a list of NIST Controls from Special Publication 800-53 that can be used in a solicitation to mitigate the most critical risks. The tool uses the 800-53 R5 Baseline Low for selected NIST controls with supplemental guidance from 800-161 R1 for the selected controls. The assessment results can be found under Tab 3 of the contract file.

## 5. Acquisition Considerations

### Contracting Considerations

#### Use of multiyear contracting, options, or other special contracting methods

*\*boiler plate\**

*The Government intends/does not intend to include Options IAW FAR 17.202(d) The Government has/does not have a need for continuity of operations and there will be a need beyond the anticipated base contract period. The Contracting Officer will document the justification for use of options IAW FAR 17.202.*

*(as applicable) Materials and ODCs will/will not be authorized in accordance with the terms of the MAS contract. Travel will/will not not be required.*

#### Use of special clauses, special solicitation provisions, or FAR *deviations required*

*Pro Tip:* Build: Include Data Rights clause in all software development efforts to ensure that the government owns the code and it is in the public domain.

*The Government intends/does not intend to include special clauses for data rights and payment by government-wide purchase card.*



Unlimited Data Rights - [FAR Clause 52.227-14)](https://www.acquisition.gov/far/52.227-14)

*Data Rights and Ownership of Deliverables – [XXXX] intends that all software and documentation delivered by the Contractor will be owned by [XXXX] and committed to the public domain. This software and documentation includes, but is not limited to, data, documents, graphics, code, plans, reports, schedules, schemas, metadata, architecture designs, and the like; all new open source software created by the Contractor and forks or branches of current open source software where the Contractor has made a modification; and all new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.*

*To the extent that the Contractor seeks to incorporate any software that was not first produced in the performance of the task order in the software delivered under the task order, [XXXX] will encourage the Contractor to incorporate either software that is in the public domain, or free and open source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. The Contractor must obtain written permission from [XXXX] before incorporating into the delivered software any software that is subject to a license that does not qualify under the Open Source Definition promulgated by the Open Source Initiative. If [XXXX] grants such written permission, then the Contractor’s rights to use that software must be promptly assigned to [XXXX].*

*If software delivered by the Contractor incorporates software that is subject to an open source license that provides implementation guidance, then the Contractor must ensure compliance with that guidance. If software delivered by the Contractor incorporates software that is subject to an open source license that does not provide implementation guidance, then the Contractor must attach or include the terms of the license within the work itself, such as in code comments at the beginning of a file, or in a license file within a software repository.*

(as applicable) GSA included a write up on FFP Considerations:



**PRO TIP: Include a Write Up (per the D&F) in the Acq Plan on FFP Considerations:**

**Build**: For Agile development efforts, it is generally expected that the level of effort will become more predictable after the initial phase of development. A Firm Fixed Price contract may be contemplated after most of the features have been developed and deployed.

The Government intends/does not intend to use other than Firm Fixed Price (FFP) for this performance-based acquisition. (Provide a brief explanation of FFP considerations) While the program’s website support contract has been FFP for many years, the program’s websites recently moved off of a Drupal platform and will be moving into an agile software development environment. As prescribed with the acquisition of commercial services, a review was done of typical commercial/industry practices when acquiring agile software development services and contracts, which showed that the preferred contract type is Time and Materials (T&M).

To facilitate development work using modern software development practices (i.e., agile development) and because the requirements for the websites cannot be fully known prior to development, T&M is the preferred contract type to allow the program to prioritize and direct the contractor’s work.

#### Use of sealed bidding or negotiations

\*boiler plate\*

Although GSA has already negotiated fair and reasonable pricing, the Government may seek additional discounts before placing an order (see FAR 8.405-4).

Negotiations will be conducted IAW FAR 8.4 Federal Supply Schedules. Technical negotiations will be subject to best value determination to the Government at time of award. Pricing considerations or negotiations will be IAW FAR 8.404(d).

#### Lease or purchase

\*boiler plate\*

Leasing/no leasing requirements have been identified.

#### Other contracting considerations

Instructions: Finalize after the RFI has been issued (which includes the draft solicitation).

(Describe all other contracting considerations)

SAMPLE: Contractor staff will require various system access but will not be furnished or required to use government equipment (laptops). Security considerations for telecommuting are in accordance with the applicable National Institute of Standards and Technology (NIST) standards; GSA IT security policies, standards and guidelines; and other Government-wide laws and regulations for protection and security of IT.

This acquisition will not require work to be performed overseas.

All acquisition considerations have been addressed elsewhere in the Acquisition Plan (AP).

#### Performance-based acquisition

Reccomended Language for a Software Development requirement: Performance-based contracting methods will be used. This acquisition will contain the following performance-based elements:

1. Statement of Objectives (SOO): The SOO is outcome oriented based on the overarching problem the Government intends to solve and user needs as they arise during the performance of the contract.

2. Quality Assurance Surveillance Plan (QASP): The QASP is government-written and addresses coding and other immediate delivery performance standards as work is anticipated to be delivered in two-week cycles (sprints).

Pro Tip: You need a QASP written by the government that accounts for code-delivery.

This acquisition will be reported in Federal Procurement Data System-Next Generation (FPDS-NG) as a performance-based acquisition.

#### Information technology acquisitions capital planning and investment control requirements

*(agency specific tailoring)*

*40 U.S.C. 11312 requires the head of executive agencies to "design and implement in the executive agency a process for maximizing the value, and assessing and managing the risks, of the information technology acquisitions of the executive agency." While GSA has a plan and process for complying with the U.S.C., this acquisition does not meet the dollar threshold requiring actions beyond the normal budget request process used for program operations.*

#### Why this action benefits the Government

(Describe why this action benefits the government)

(Instruction: refer back to problem statement and re state as a solution from the RFI solicitation)

This acquisition will make it easier for stakeholders and users to find the information needed for compliance with government-wide and agency requirements. Additionally, this acquisition will help the PMO keep the websites updated and accessible to users.

#### Use of Internet Protocol

Pro Tip: Pair with the IT Security POC and/or Hosting POC

The new sites will sit on [state where the thing will be hosted] (for ex: the GSA cloud.gov platform). The Information Systems Security Manager (ISSM) for cloud.gov has advised the program that cloud.gov supports IPv6 externally (access to hosted applications) but runs on IPv4 internally (back end connectivity). This stance is captured at the following URL: <https://cloud.gov/docs/compliance/domain-standards/#ipv6> .

#### Transition to firm-fixed price

Pro Tip: After something is built and iterated----it's more straightforward in a more mature state...may be possible to FFP--understanding that T&M requires more oversight from program needs to be socialized up front. safety language that was added to acknowledge when you get to a more O&M state.

Sample:

Future requirements will be structured to maximize the use of FFP for same or similar requirements by assessing yearly the state of maturity of the website and the variation in user need. The Government will be able to maximize use of FFP contract type when all user needs can be reasonably predicted ahead of contract award and the product has reached a maturity state where it primarily requires maintenance. The Government believes a three-year period, including minimally viable product (MVP) and further development work, should be an appropriate time to consider FFP contract type.

## 6. Budgeting and Funding

### Budgeting

Instructions: Refer to draft Solicitation

Pro Tip: See local guidance---1880 vs. 1920 (assumes for holidays onlyetc)

Sample

The total budget is $XXXX (enter the dollar value of the requirement for the (enter the total number of months for the base period)-month base period and (enter the total number of option years if applicable) XXXX XX-month option periods. The independent government cost estimate (IGCE) is (enter the value of the IGCE)XXXXXXXX-month base period and XXXX 12-month option periods. All labor categories and rates are taken from (indicate where the labor categories and rates were derived if other than <https://buy.gsa.gov/pricing>) or similar buys of a previous nature. The estimated hours are based on 1,880 hours per work year, which assumes holidays, and use of sick leave and annual leave.

The budget exceeds/does not exceed the IGCE of $XXXX given that the IGCE represents the minimal amount of labor categories and hours the Government believes is necessary to complete the requirement.

### Funding

Instructions: tailor as appropriate and consult with legal

Pro Tip: Agile software development services are always considered a severable service.

This task order is for severable services. Per the Office of General Counsel (OGC) agile software development contracts are severable by definition. A “severable” service is a service that is continuing or recurring in nature and can be separated into identifiable deliverables. The Government receives the benefit of an acquisition for severable services (by receiving work delivered every two weeks in sprints) even if the Government chooses to terminate the agreement early.

(If applicable, describe the type of funding and the amount provided and the date provided. Indicate if the requirement is partially or fully funded, and if partially funded, indicate when the additional funds will be provided.)

(Ex: Acquisition Services Funding (ASF) in the amount of ($XXXX) was provided on (mm/dd/yy) prior to the release of the solicitation, intended for obligation in FY() at the time of award. The remaining ASF in the amount of ($XXXX) needed to provide full funding up to the base period ceiling is required to be provided by the customer in (mm/yy) FY (XX) funds, and will be obligated once received. For option periods, a PR will be rendered prior to exercising the option. The program intends to fully fund each option however they reserve the right to incrementally fund if necessary.

The program intends to fully fund each option however they reserve the right to incrementally fund if necessary.

## 7. Product or Service Descriptions

Sample

Pro Tip: PSC Codes change, be sure to stay current

The selected Product and Service Code (PSC) is DA01 (IT and Telecomm - Business Application/Application Support Services (Labor)) (enter the PSC code) and North American Industry Classification System (NAICS) Code is 541511 (Custom Computer Programming Services).

The services will be agile software development services. The services to be provided will include all aspects of the software development process, including planning, design, software development and coding, prototyping, documentation, and testing. The services also include support of GSA security documentation and testing.

XXXX expects that the software delivered under this task order will be committed to the public domain. The Contractor will have to obtain XXXX permission before delivering software under this task order that incorporates any software that is not free and open source. The Contractor must post all developed code to a GitHub repository designated by .

The requirements will be communicated using a XXXX (Statement of Objectives (SOO)/Performance Work Statement (PWS)/Statement of Work (SOW)).

## 8. Priorities, Allocations, and Allotments

(boiler plate)

There is no rating assigned to this procurement since this procurement is not conducted on behalf of DoD, Department of Homeland Security (DHS), or Department of Energy (DOE).

## 9. Contractor Versus Government Performance

(boiler plate)

This acquisition is not related to an A-76 effort and does not compare Government versus contractor performance of the requirements. This requirement does not fall under Office of Management and Budget (OMB) Circular A-76 as the Government intends to contract with the private sector.

## 10. Inherently Governmental Functions

(boiler plate) Tailor to Agency Clauses and Guidance as well

Pro Tip: Please note that Product Owner is inherently governmental. The Authority to Operate is also inherently governmental\.

None of the services contracted for constitute inherently governmental functions as defined in Office of Federal Procurement Policy (OFPP) [Policy Letter 11-01](https://www.govinfo.gov/content/pkg/FR-2011-09-12/pdf/2011-23165.pdf), effective October 12, 2011.

For the purposes of this acquisition, the appropriate indicator in the “Inherently Governmental Functions” field in in FPDS-NG will be:Other Functions - which means neither “Closely Associated Functions” nor “Critical Functions” in accordance with GSAM Paragraph 504.606(d)(3).

## 11. Management Information Requirements

Sample

The acquisition will have a dedicated Product Owner who will work closely with the contractor monitoring performance through two main mechanisms: 1) Quality Assurance Surveillance Plan (QASP); and 2) Definition of Done documentation for each sprint as described below.

### Quality Assurance Surveillance Plan (QASP)

Pro Tip (Best practice) This QASP is ideal for requirements involving code development. The QASP should be written by the government.

The following chart sets forth the performance standards and quality levels the code and documentation, that is provided by the Contractor, must meet. It also outlines the methods [XXXX] will use to assess the standard and quality levels of that code and documentation.

|  |  |  |  |
| --- | --- | --- | --- |
| **SAMPLE Deliverable** | **SAMPLE**  **Performance Standard(s)** | **SAMPLE**  **Acceptable Quality Level** | **SAMPLE**  **Method of Assessment** |
| Tested Code  XXXX | XXXX Code delivered under the order must have substantial test code coverage | XXXX Minimum of 90% test coverage of all code. All areas of code are meaningfully tested | Combination of manual review and automated testing |
| Properly Styled Code | [18F Coding Styles](https://engineering.18f.gov/frontend/#js-style) Reference Guide | 0 linting errors and 0 warnings | Combination of manual review and automated testing |
| Accessible | Web Content Accessibility Guidelines 2.1 AA standards | 0 errors reported using an automated scanner and 0 errors reported in manual testing | Combination of manual review and automated testing (such as [pa11y](https://github.com/pa11y/pa11y)) |
| Deployed | Code must successfully build and deploy into staging environment | Successful build with a single command | Combination of manual review and automated testing |
| Documented | Summary of user stories completed every sprint. All dependencies are listed and the licenses are documented.  Major functionality in the software/source code is documented. Individual methods are documented inline in a format that permits the use of tools such as JSDoc. System diagram is provided.  Relevant security controls are documented and kept up to date. | Combination of manual review and automated testing, if available | Manual review |
| Secure | Code is free of known static and runtime vulnerabilities | Code submitted must be free of medium- and high-level static and dynamic security vulnerabilities | Tests free of medium- and high-level vulnerabilities from a static testing SaaS (such as Snyk or npm audit), from dynamic testing tools like OWASP ZAP (with documentation explaining any false positives), and ongoing code review informed by OWASP or similar standards |
| User research | Features and functionality developed should be driven by user insights and data analytics.Usability testing and other user research methods must be conducted at regular intervals throughout the development process (not just at the beginning or end). | Research plans and artifacts from usability testing and/or other research methods with end users are available at the end of every applicable sprint, in accordance with the Contractor’s research plan. | will manually evaluate the artifacts based on a research plan provided by the contractor at the end of the second sprint and every applicable sprint thereafter. |

Below: Sample Verbaige that accompanies the QASP above: This is additiona surveillance that happens in the contract post award and involves the “Definition of Done” This is an additional cost control mechanism.

The Government establishes Quality Assurance-related Non-Functional Requirements (“NFR”s) into what is called “Definition of Done” for each sprint. In agile software development, the Definition of Done is an agreement between a product team on the set of conditions that must be true in order to consider backlog items truly done. Product teams use a definition of done to bring consistency to the activities they perform for every backlog item. Functional requirements are things that can be demonstrated by using the product interfaces, particular behaviors, etc. Non-functional requirements are things still wanted in a product, but users do not necessarily see (and are therefore hard to include in a user story). They are sometimes called the -ilities because they often have names like reliability, scalability, availability, maintainability. Some non-functional requirements are difficult to define. For example, *maintainability* is often defined as how easy or hard it is to change the system. It is important that software is refactored and can continue to evolve, but this gets hard as products become more complex. One way the Government asks developers to work with an eye on maintainability is to require robust tests, which make it safer to continue to change things. Security is usually also considered a NFR (even though it does not end in -ility).

## 12. Make or Buy

Pro Tip: “Make or Buy” is FAR specific. These terms are unique and not tbe conflated with Build, Buy, Blend.

Make or buy decisions were/were not considered because XXX they were not applicable due to the size and nature of this requirement.

## 13. Test and Evaluation

(boiler plate) There is/is not applicable test program for this acquisition because XXXX this is not a major system acquisition.

## 14. Logistics Considerations

### Contractor or Agency Support Assumptions

(boiler plate)

The contractor will be responsible for all items in the task order, including maintenance and servicing.

### Reliability, Maintainability, and Quality Assurance Requirements

(Sample)

The reliability, maintainability, and quality assurance requirements are set forth in the QASP and each sprint’s Definition of Done. Software provided by the contractor will be reviewed by the Government each sprint and any defects noted for immediate correction prior to deeming the sprint complete (inspected and accepted). Precise parameters will be provided in the solicitation.

XXXX expects that the software delivered under this task order will be committed to the public domain. The Contractor must post all developed code to a GitHub repository designated by XXXX .

### Requirements for Contractor Data

Except as otherwise specified, the Government requires unlimited rights in all data. The applicable data rights and data clauses will be in the solicitation.

Data Rights and Ownership of Deliverables XXXX – intends that all software and documentation delivered by the Contractor will be owned by XXXX and committed to the public domain. This software and documentation includes, but is not limited to, data, documents, graphics, code, plans, reports, schedules, schemas, metadata, architecture designs, and the like; all new open source software created by the Contractor and forks or branches of current open source software where the Contractor has made a modification; and all new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.

To the extent that the Contractor seeks to incorporate any software that was not first produced in the performance of this task order in the software delivered under this task order, XXXX encourages the Contractor to incorporate either software that is in the public domain, or free and open source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. The Contractor must obtain written permission from XXXX before incorporating into the delivered software any software that is subject to a license that does not qualify under the Open Source Definition promulgated by the Open Source Initiative. If XXXX grants such written permission, then the Contractor’s rights to use that software must be promptly assigned to XXXX.

If software delivered by the Contractor incorporates software that is subject to an open source license that provides implementation guidance, then the Contractor must ensure compliance with that guidance. If software delivered by the Contractor incorporates software that is subject to an open source license that does not provide implementation guidance, then the Contractor must attach or include the terms of the license within the work itself, such as in code comments at the beginning of a file, or in a license file within a software repository.

### Standardization Concepts

The following standards are intended for this requirement:

1. Environment (List all environmental standards for the requirement)
2. Software development services will occur in the Github environment(s).
3. Website usage will be tracked with the Digital Analytics Program.
4. Hosting will be on cloud.gov Pages for building and serving front-end static assets and cloud.gov for serving APIs and hosting the database and other backend services. Services are provided through an interagency agreement that has in place with cloud.gov.
5. Current coding languages are Python for the back-end and JavaScript (Astro and Vue.js) for the front-end. The Government is not prescribing that these must be the coding language(s) moving forward.
6. Design (List all design standards for the requirement)
7. Software development services shall leverage the U.S. Web Design System.
8. Content development will follow style guide.
9. Security (List all security standards for the requirement)
10. The Contractor shall comply with the technology security requirements in the Federal Information Security Management Act (FISMA) (44 U.S.C. 3544); the applicable National Institute of Standards and Technology; GSA IT security policies, standards and guidelines; and other Government-wide laws and regulations for protection and security of IT.

## 15. Government-Furnished Property

Government furnished property will be provided. Property furnished to the contractor will be in accordance with FAR Part 45. It is anticipated the Government will provide the following property:(List all government furnished property below)

1. Contractor PIV card (as necessary)
2. Government Mac laptops (as necessary)

## 16. Government-Furnished Information

Government furnished information (is/is not) anticipated to be provided.

## 17. Environmental and Energy Conservation Objectives

### Environmental and Energy Conservation Objectives and Requirements

There are no FAR Part 23 requirements, innovative contracting solutions that address environmental issues (e.g., buying items with less packaging, greater recycled content, longer shelf life, lower carbon footprint, improved energy efficiency, less waste, or services that are performed remotely to reduce the federal carbon footprint), or climate risk requirements associated with the acquisition. A full explanation as to why the acquisition does not present any sustainable acquisition opportunities has been provided as required by [GSAM Paragraph 507.105](https://www.acquisition.gov/gsam/part-507#GSAM_507_105)(a)(2).

### Proposed Environmental Assessment Statement Issues Resolution

Since there are no environmental and energy conservation objectives associated with the acquisition as defined in FAR Part 23, 40 CFR 1502, and NEPA, an Environmental Assessment Statement was not prepared.

### Proposed Environmental Impact Statement Issue Resolution

Since there are no environmental and energy conservation objectives associated with the acquisition as defined in FAR Part 23, 40 CFR 1502, and NEPA, an Environmental Impact Statement was not prepared.

## 18. Security Considerations

There are no classified materials or facilities for this requirement, only Personally Identifiable Information (PII), which is considered to be Sensitive but Unclassified (SBU).

For system access all contractor personnel working under the task order will need to be U.S. citizens and reside in the United States.

Homeland Security Presidential Directive 12 (HSPD-12) applies to Contractor development personnel as such performance requires access to internal Government information technology (IT) systems. As a result of HSPD-12 applicability to the requirements of this document, the Government will perform all required background investigations for Contractor personnel, and the Contractor shall ensure their personnel requiring physical access to Federally- controlled information technology systems have identification that complies with HSPD-12 policy. Immediately upon award the credential process shall commence. All identified Contractor personnel must complete a GSA Form 850 – Contractor Information Worksheet (CIW) to be provided with the quote submission. The Contractor will not be given the Notice to Proceed (NTP) to start work until all Contractor personnel have the proper identification to satisfy this requirement.

Medium risk security clearance (Tier 2) shall be required. NIST phishing resistant multi-factor authentication (MFA) shall be required for privileged and non-privileged users where login is required.

The Contractor shall comply with the technology security requirements in the Federal Information Security Management Act (FISMA) (44 U.S.C. 3544); the applicable National Institute of Standards and Technology (NIST); GSA IT security policies, standards and guidelines; and other government-wide laws and regulations for protection and security of IT. The required policies and regulations are specified in Security and Privacy Requirements for IT Acquisition Efforts; CIO-IT Security-09-48, April 15, 2021 (Attachment B) or latest version; Managing Enterprise Cybersecurity Risk CIO-IT Security-06-30, May 9, 2022 or latest version (Attachment C); CIO IT Policy Requirements Guide-12-2018, June 9, 2023 or latest version (Attachment D).

Security compliance will be continuous through DevSecOps practices and via user stories issued in sprint planning. Additional information about security and confidentiality requirements can be found in CIO 21001N GSA Information Technology Security Policy, dated September 21, 2022 (or latest version) (Attachment E).

The Contractor shall have all staff members complete a confidentiality agreement and submit to the Contracting Officer prior to starting contract performance.

## 19. Contract Administration

This Task Order will be administered by the following individuals:

a. (First Name, Last Name), (Organization), CO: will provide all pre-award and post- award day to day administration (award, modification and changes) of the project.

b. (First Name, Last Name),(Organization), Contracting Officer’s Representative (COR): will be appointed by a designation letter and will provide technical oversight of the project (inspection and acceptance of all work performance, reports, and other deliverables). Key COR duties will include: reviews and/or approval of invoices; the COR will verify that all deliverables are in accordance with the quality assurance surveillance plan (QASP) and the terms and conditions of the contract; will serve as technical point of contact for the Contractor. The COR is the first-line point of contact between the vendor and the agency.

c. (First Name, Last Name), (Organization), Product Owner (PO): will be responsible for developing the product vision for the website, managing and prioritizing the product backlog, learning the market and customers’ needs to make product decisions, serve as a liaison between the business unit(s) and development team, managing stakeholder expectations, making time-sensitive decisions, reviewing / approving work before its released to production, and determining product release schedule.

## 20. Other Considerations

There are no other considerations that have not been addressed elsewhere in this plan.

## 21. Milestones for the Acquisition Cycle

|  |  |  |
| --- | --- | --- |
| **User Centered Acquisition Milestones** | **Anticipated Month of Completion** | **Completed** |
| Product Framing | MM/DD/YY | Y/N |
| User Research Plan (link) | MM/DD/YY | Y/N |
| User Research Synthesis (link) | MM//DD//YY | Y/N |
| Technical Discovery/Market Research | MM/DD/YY | Y/N |
| Agile and human-centered design training LINK | MM/DD/YY | Y/N |
| Acquisition Strategy: Build, Buy or Blend (decision paper) (link) | MM/DD/YY | Y/N |
| Draft RFQ Workshop | MM/DD/YY | Y/N |
| Market Research: (Request for Information) Draft RFQ | MM/DD/YY | Y/N |
| Final Acquisition Plan | MM/DD/YY | Y/N |
| Pre-Solicitation package approval | MM/DD/YY | Y/N |
| Issuance of RFQ | MM/DD/YY | Y/N |
| Closing of RFQ | MM/DD/YY | Y/N |
| Evaluation of Quotes | MM/DD/YY | Y/N |
| Pre-Award package approval | MM/DD/YY | Y/N |
| Contract Award | MM/DD/YY | Y/N |
| Notification to Unsuccessful Quoters | MM/DD/YY | Y/N |
| Debrief to Unsuccessful Quoters (optional) | MM/DD/YY | Y/N |

## 22. Identification of Participants in the Acquisition Plan Preparation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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XXXX Contracting Officer Date

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XXXX, Supervisory Contracting Officer Date

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## 23. Acquisition Plan Attachments:

### Attachment A: Market Research Report (LINK)

### Attachment B: [Security and Privacy Requirements for IT Acquisition Efforts, CIO-IT Security-09-48](https://github.com/GSA/SmartPay-RFQ/blob/main/Attachment%20A_Security%20and%20Privacy%20Requirements%20for%20IT%20Acquisition%20Efforts%20CIO-IT%20Security-09-48.pdf)

### Attachment C: [Managing Enterprise Cybersecurity Risk CIO-IT Security-06-30](https://github.com/GSA/SmartPay-RFQ/blob/main/Attachment%20B_Managing%20Enterprise%20Cybersecurity%20Risk%20CIO-IT%20Security-06-30.pdf)

### Attachment D: [CIO\_21001N\_GSA\_Information\_Technology\_Security\_Policy](https://github.com/GSA/SmartPay-RFQ/blob/main/Attachment%20C_CIO_21001N_GSA_Information_Technology_Security_Policy.pdf)

**Attachment E:** [**CIO IT Policy Requirements Guide-12-2018**](https://github.com/GSA/SmartPay-RFQ/blob/main/Attachment%20D%20-%20CIO-12-2018%20Revision%202%20Final_%20IT%20Policy%20Requirements%20Guide.pdf)

**Attachment F:** [**Inherently Governmental Determination**](https://drive.google.com/file/d/1EMtfih-XDj7-9oKjHZcnHGPDLdn6jFVL/view?usp=drive_link) **Attachment G:** [**Non-Personal Services Determination**](https://drive.google.com/file/d/1l30QjkPcA8MFGFP7JqZeNeKFDfWIkVtu/view?usp=drive_link)

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