

**U.S. Department of Education**

**SMALL BUSINESS INNOVATION RESEARCH PROGRAM**

**FAST-TRACK (PHASE I & II)  
REQUEST FOR PROPOSALS**

**RFP Number: ED-IES-09-R-0004  
Institute of Education Sciences**

**Priority 1: Education Technology Products for Students  
Priority 2: Education Technology Products for Teachers  
Priority 3: Education Technology Products for School Administrators**

**ISSUE DATE: December 9, 2008**

**CLOSING DATE: January 22, 2009  
12:00PM Eastern Standard Time**

**FAST-TRACK TABLE OF CONTENTS**

<b>Section</b>	<b>Page</b>
1. <a href="#">Program Overview</a> .....	2
2. <a href="#">Agency Contact</a> .....	6
3. <a href="#">Definitions</a> .....	7
4. <a href="#">Contract Proposal Preparation Instructions and Requirements</a> .....	12
5. <a href="#">Method of Selection and Evaluation Criteria</a> .....	25
6. <a href="#">Considerations</a> .....	28
7. <a href="#">Proposal Submittal Information</a> .....	35
8. <a href="#">2009 Priorities</a> .....	37
9. <a href="#">Scientific and Technical Information Sources</a> .....	38
10. <a href="#">Fast-Track Proposal Package Checklist</a> .....	39
<a href="#">Appendix A</a> (Letter of Agreement for Participation - Maximum 1 letter).....	40
<a href="#">Appendix B</a> (Biographical Summary Certification Pages).....	41
<a href="#">Appendix C</a> (Documentation of Previous Phase II awards).....	42
<a href="#">Appendix D</a> (Phase I Budget & Phase II Budget) .....	43
<a href="#">Appendix E</a> (Human Subjects Information).....	44
<a href="#">Appendix F</a> (ED Required Information).....	45
<a href="#">Appendix G</a> (Letters of Endorsement – Maximum 5 letters).....	55

**U.S. DEPARTMENT OF EDUCATION  
INSTITUTE OF EDUCATION SCIENCES  
SMALL BUSINESS INNOVATION RESEARCH PROGRAM**

**FAST-TRACK (PHASE I&II)  
REQUEST FOR PROPOSALS**

**PROGRAM SOLICITATION FOR FY 2009**

**1. PROGRAM OVERVIEW**

**A. Introduction**

The Department of Education's (ED) Institute of Education Sciences (Institute) invites qualified small business firms to submit a "Fast-Track" (Phase I & Phase II) proposal under this program solicitation. Firms with strong research or research and development (R/R&D) capabilities in education technology in the priority areas listed within are encouraged to participate. Consultative or other arrangements between such firms and universities or other non-profit organizations are permitted, but the small business must serve as the contactor.<sup>1</sup>

The purpose of the Small Business Innovation Research (SBIR) program is to stimulate technological innovation in the private sector, strengthen the role of small business in meeting ED research and development needs, increase the commercial potential of ED-supported research results, and improve the return on investment from Federally-funded research for economic and social benefits to the Nation.

**B. SBIR Program Description and Award Levels for Fiscal Year 2009**

The SBIR program consists of three phases. The following describes these phases, and the current solicitation for submitting a Fast-Track (Phase I & II) proposal in 2009.

**Phase I** – Phase I is to determine, insofar as possible, the scientific or technical merit of ideas submitted under the SBIR program. The proposal should concentrate on R/R&D that will significantly contribute to proving the feasibility of the technological approach, a prerequisite for further ED support in Phase II. Awards are for periods up to 6 months in amounts up to \$100,000.

**Phase II** – Phase II is to expand on the results of and to further pursue the development of Phase I projects. Phase II is the principal R/R&D effort. It requires a more comprehensive plan, outlining the effort in detail including the commercial potential. Awards are for periods up to 2 years in amounts up to \$750,000.

**Phase III** – In Phase III, the small business uses non-SBIR capital to pursue commercial proposals of the R/R&D. Also, under Phase III, Federal agencies may award non-SBIR follow-on funding for products or processes that meet the needs of those agencies.

---

<sup>1</sup> A note of caution that such arrangements may be permitted as long as they do not affect the small business size, status or eligibility of the prime awardee as provided for in Definitions – "Small Business Concern."

**Fast-Track** – A Fast-Track proposal is a single proposal that contains both Phase I and Phase II activities. Through the Fast-Track (Phase I & II) mechanism, ED intends to fund meritorious proposals that have high potential for the commercialization of technological products that contribute to improved student learning and academic achievement in the field of education. By providing the opportunity to concurrently submit and review a proposal that contains both Phase I and Phase II activities, the Fast-Track option has the potential to minimize any funding gap between the Phase I and Phase II periods.

Awards may include a reasonable profit/fee.

**NOTE:** This solicitation is for Fast-Track (Phase I & II) proposals only.

**The following provides details on the preparation, submission, and review of the Fast-Track proposal:**

- In order to apply for Fast-Track funding, offerors must submit a Fast-Track proposal that contains components of both the Phase I and Phase II periods.
- In the Phase I section of the Fast-Track proposal, the offeror must (1) specify clear, measurable goals (milestones) that detail the development of a functioning prototype of an education technology product; and (2) specify a research plan to test the feasibility of the prototype.
- In the Phase II section of the Fast-Track proposal, the offeror must (1) specify clear, measurable goals (milestones) that detail the R/R&D process through which the prototype will become, or will be on a trajectory to become, a commercially viable education technology product; (2) provide a research plan to test the feasibility and usability of the product, as well as the promise of the product for achieving the intended outcomes when implemented in education delivery settings; and (3) detail a commercialization plan for the sale and distribution of the product should all the technical objectives be achieved.
- All eligible proposals will be evaluated by a Technical Evaluation Review Panel.

**C. Authorization**

P.L. 106-554, the “Small Business Reauthorization Act of 2000 (the “Act”) was enacted on December 21, 2000. The Act requires certain agencies, including the Department of Education, to establish SBIR programs by reserving a statutory percentage of their extramural research and development budgets to be awarded to small business concerns for R/R&D through a uniform, highly competitive, three-phase process. The Act further requires the Small Business Administration (SBA) to issue policy directives for the general conduct of the SBIR programs within the Federal Government.

The Small Business Innovation Research Policy Directive Notice was published in the “Federal Register” / Vol. 67, No. 185 / Tuesday, September 24, 2002 / pages 60072 – 60098. It is also available from the Small Business Administration’s SBIR website at:

<http://www.sba.gov/sbir/sbirpolicydirective.html>

The SBIR policy directive guides the information and requirements set forth in this proposal package.

#### **D. Offeror Eligibility**

Each organization submitting a proposal must qualify as a small business concern as defined by the SBA at the time of the award. The definition of a small business concern is included in “Definitions” (see Section III).

In addition, the primary employment of the principal investigator must be with the small business firm at the time of award and during the conduct of the proposed research. That is, more than one-half of the principal investigator’s working time must be spent with the small business firm during the period of performance. Also, for both Phase I and Phase II the R/R&D work must be performed in the United States. “United States” means the 50 states, the territories and possessions of the Federal Government, the Commonwealth of Puerto Rico, the District of Columbia, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

Joint ventures are permitted, provided that the business entity created qualifies as a small business in accordance with the Small Business Act, 15 U.S.C. 631. For Phase I, the proposing firm must perform at least two-thirds of the research and/or analytic effort. Furthermore, the total of all consultant fees, facility leases or usage fees, and other subcontracts or purchase agreements may not exceed one-third of the Phase I funding agreement price. For Phase II, the proposing firm must perform at least one-half of the research and/or analytic effort. Furthermore, the total of all consultant fees, facility leases or usage fees, and other subcontracts or purchase agreements may not exceed one-half of the Phase II funding agreement price.

ED staff will examine all SBIR proposals with the above considerations in mind. If it appears that an offeror organization does not meet the eligibility requirements, ED will request an evaluation by the SBA. Under circumstances in which eligibility is unclear, ED will not make an SBIR award until the SBA provides a determination.

#### **E. Proposal Limitations**

A proposal must be relevant and appropriate to priorities listed in this program solicitation (see Section 8 for the priorities under this solicitation). There is no limitation on the number of different proposals that an offeror may submit under this competition. Duplicate proposals will be returned without review.

#### **F. Key Dates and Award Information**

The Department of Education is required under P.L. 106-554 to participate in the Small Business Innovation Research (SBIR) program. The Government’s obligation under this award is contingent upon the availability of appropriated funds from which payments are made. The Department is not bound by the estimates given below.

The number Fast-Track awards will be determined based on the number of high quality proposals that are submitted and the availability of funds. A Fast-Track includes a Phase I award of up to \$100,000 and a Phase II award up to \$750,000. The decision to fund the Phase II portion of the Fast-Track award will occur after the successful completion of the technical objectives that are set forth for the Phase I period, and after the submission and review of the Phase I final report. Awardees whose Phase I objectives are achieved will proceed to Phase II, which will be outlined in the contract document. Awardees whose objectives are not met will not be funded during Phase II.

ED expects to announce Fast-Track awards by May, 2009. Awards will begin in June, 2009 and end in December, 2011.

### **G. Important Notices**

#### **Award Limit**

The Institute has a \$100,000 award limit for Phase I of the SBIR program.

The Institute has a \$750,000 award limit for Phase II of the SBIR program.

ED is under no obligation to fund any specific proposal or make any specific number of awards in a given research priority area. ED is not responsible for any monies expended by an offeror before an award.

#### **Executive Order 13329: Manufacturing-Related Innovation**

Executive Order 13329 states that continued technological innovation is critical to a strong manufacturing sector of the United States economy. The U.S. Department of Education's SBIR Program encourages innovative manufacturing-related projects, as defined by the Executive Order. For more information on Executive Order 13329, visit the following website <<http://www.sba.gov/sbir/execorder.html>> or contact the Department of Education SBIR Program Manager Edward Metz at [Edward.Metz@ed.gov](mailto:Edward.Metz@ed.gov).

## **2. AGENCY CONTACTS**

All questions must be directed in writing to Natasha Boyce. Any responses would be posted as an amendment to the solicitation on FedBizOpps. The Government cannot guarantee that questions submitted after December 17, 2008, will receive a response.

Natasha Boyce  
Contract Specialist  
US Department of Education  
550 12th Street, SW Room 7121  
Washington, DC 20065-4230  
Phone: (202) 245-6128  
Email: [Natasha.Boyce@ed.gov](mailto:Natasha.Boyce@ed.gov)

### **3. DEFINITIONS**

The Small Business Administration (SBA) developed the following definitions relevant to the Small Business Innovation Research (SBIR) Program:

#### **Affiliate**

This term has the same meaning as set forth in 13 CFR Part 121 - Small Business Size Regulations, §121.103.

#### **Awardee**

The SBC receiving an SBIR funding agreement.

#### **Commercialization**

The process of developing marketable products and producing and delivering products for sale (whether by the originating party or by others) to Government and/or commercial markets.

#### **Contract**

An award instrument establishing a binding legal procurement relationship between a funding agency and the recipient, obligating the latter to furnish an end product or service and binding the agency to provide payment therefore.

#### **Essentially Equivalent Work**

The "scientific overlap," which occurs when (1) substantially the same research is proposed for funding in more than one contract proposal or grant proposal submitted to the same Federal agency; (2) substantially the same research is submitted to two or more different Federal agencies for review and funding consideration; or (3) a specific research objective and the research design for accomplishing an objective are the same or closely related in two or more proposals or awards, regardless of the funding source.

#### **Extramural Budget**

The sum of the total obligations for R/R&D minus amounts obligated for R/R&D activities by employees of a Federal agency in or through Government-owned, Government-operated facilities.

#### **Feasibility**

The practical extent to which a project is capable of being successfully performed.

#### **Funding Agreement**

Any contract, grant, or cooperative agreement entered into between any Federal agency and any SBC for the performance of experimental, developmental, or research work, including products or services, funded in whole or in part by the Federal Government.



### **Historically Under-utilized Business Zone (HUBZone)**

An SBC meeting the following criteria:

1. Located in a “historically underutilized business zone” or HUBZone area located in one or more of the following:
  - a) A qualified census tract (as defined in section 42(d)(5)(C)(i)(1) of the Internal Revenue Code of 1986);
  - b) A qualified “non-metropolitan county” (as defined in section 143(k)(2)(B) of the Internal Revenue Code of 1986) with a median household income of less than 80 percent of the State median household income or with an unemployment rate of not less than 140 percent of the Statewide average, based on US Department of Labor recent data; or
  - c) Lands within the boundaries of federally recognized Indian reservations.
2. Owned and controlled by one or more US Citizens; and
3. At least 35% of its employees must reside in a HUBZone.

### **Innovation**

Something new or improved, having marketable potential, including (1) development of new technologies, (2) refinement of existing technologies, or (3) development of new proposals for existing technologies.

### **Intellectual Property**

The separate and distinct types of intangible property that are referred to collectively as “intellectual property,” including but not limited to: patents, trademarks, copyrights, trade secrets, SBIR technical data (as defined in this section), ideas, designs, know-how, business, technical and research methods, and other types of intangible business assets, and including all types of intangible assets either proposed or generated by an SBC as a result of its participation in the SBIR Program.

### **Joint Venture**

An association of persons or concerns with interests in any degree or proportion by way of contract, express or implied, consorting to engage in and carry out a single specific business venture for joint profit, for which purpose they combine their efforts, property, money, skill, or knowledge, but not on a continuing or permanent basis for conducting business generally. A joint venture is viewed as a business entity in determining power to control its management, has its own Employer Identification Number as assigned by the Internal Revenue Service, and is eligible under the SBIR Program provided that the entity created qualifies as a "SBC" as defined in this section.

### **Key Personnel**

In addition to the principal investigator, Key Personnel are defined as individuals who contribute to the scientific development or execution of the project in a substantive, measurable way, whether or not salaries are requested. Typically, these individuals have doctoral or other professional degrees, although individuals at the masters or baccalaureate level should be included if their involvement meets the definition of Key Personnel. Consultants should also be included if they meet the definition of Key Personnel. Key Personnel must devote measurable effort to the project whether or not salaries are requested - "zero percent" effort or "as needed" are not acceptable levels for those designated as Key Personnel.

### **Manufacturing (Executive Order 13329)**

Executive Order 13329 ensures that Federal agencies assist the private sector in its manufacturing innovation efforts. Manufacturing-related R/R&D encompasses improvements in existing methods or processes, or wholly new processes, machines or systems. Broadly speaking, ED's SBIR program encourages R/R&D in manufacturing through systems level technology development. These projects encompass a range of topics, such as artificial intelligence, IT devices, software, delivery systems, rehabilitation technology, assistive technology and devices, and product design, among others. It is likely that some products funded under this solicitation will be manufactured (e.g. large-scale production) after the Phase II R/R&D is completed. For more information on Executive Order 13329, please visit the following website <http://www.sba.gov/sbir/execorder.html> or contact the Department of Education's SBIR Program Manager Edward Metz at [Edward.Metz@ed.gov](mailto:Edward.Metz@ed.gov).

### **Other Significant Contributors**

This category identifies individuals who have committed to contribute to the scientific development or execution of the project, but are not committing any specified measurable effort to the projects. These individuals are typically presented at "zero percent" effort or "as needed" (individuals with measurable effort cannot be listed as Other Significant Contributors). Consultants should be included if they meet this definition.

### **Offeror**

The organizational entity that, at the time of award, will qualify as a Small Business Concern (SBC) and submits a contract proposal for a funding agreement under the SBIR Program.

### **Principal Investigator/Project Manager**

The one individual designated by the offeror to provide the scientific and technical direction to the project that will be supported by the funding agreement.

### **Prototype**

A model of something to be further developed, which includes designs, protocols, questionnaires, software, and devices.

### **Research or Research and Development (R/R&D)**

Any activity that is:

1. A systematic, intensive study directed toward greater knowledge or understanding of the subject studied;
2. A systematic study directed specifically toward applying new knowledge to meet a recognized need; or
3. A systematic proposal of knowledge toward the production of useful materials, devices, and systems or methods, including design, development, and improvement of prototypes and new processes to meet specific requirements.

### **SBIR Technical Data**

Means all data generated in the performance of any SBIR funding agreement.

### **SBIR Technical Data Rights**

The rights an SBC obtains in data generated in the performance of any SBIR funding agreement that an awardee delivers to the Government during or upon completion of a Federally-funded project, and to which the Government receives a license.

### **Small Business Concern**

A concern that, on the date of award for both Phase I and Phase II funding agreements:

1. is organized for profit, with a place of business located in the United States, which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials or labor;
2. is in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture (as defined in this section) there can be no more than 49 percent participation by foreign business entities in the joint venture;
3. is at least 51 percent owned and controlled by one or more individuals who are citizens of, or permanent resident aliens in, the United States; and
4. has, including its affiliates, not more than 500 employees.

### **Socially and Economically Disadvantaged Individual**

A member of any of the following groups:

1. Black Americans;
2. Hispanic Americans;
3. Native Americans;
4. Asian Pacific Americans
5. Subcontinent Asian Americans;
6. Other groups designated from time to time by SBA to be socially disadvantaged; or any other individual found to be socially and economically disadvantaged by SBA pursuant to Section 8(a) of the Small Business Act, 15 U.S. C. 637(a).

**Subcontract**

Any agreement, other than one involving an employer/employee relationship, entered into by an awardee of a funding agreement calling for supplies or services required solely for the performance of the original funding agreement.

**United States**

Means the 50 states, the territories and possessions of the Federal Government, the Commonwealth of Puerto Rico, the District of Columbia, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

**Woman-Owned Small Business Concern**

A small business concern that is at least 51 percent owned and operated by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

## **4. PROPOSAL PREPARATION INSTRUCTIONS & REQUIREMENTS**

### **A. Proposal Requirements**

A proposal to ED under the SBIR program shall present a sound approach to the R/R&D of an education technology product for the purpose of improving student learning and achievement.

A proposal should be self-contained and written with the care and thoroughness accorded to papers for publication. The scientific and technical merit of the proposed research is the primary concern for all research supported by the Institute. The proposed R/R&D must be responsive to the Institutes' SBIR program priorities. The proposal should serve as the base for new commercial education technology products that may benefit the public. A firm must not propose market research, patent proposals, or litigation. Proposals for the development of proven concepts toward commercialization or for market research *should not* be submitted because such efforts are considered the responsibility of the private sector.

#### **From the Government's standpoint, a Fast-Track project would be successful if:**

At the end of a 6-month Phase I period of the Fast-Track award, the investigators had: (1) developed a functioning prototype of an education technology product; and (2) conducted research to determine the feasibility of the prototype.

At the end of the 2-year Phase II period of the Fast-Track award, the investigators had: (1) fully developed a commercially viable education technology product (including materials and components necessary for implementation); (2) collected data addressing the feasibility and usability of the product, as well as the promise of the product for achieving the intended outcomes when implemented in an education delivery setting; and (3) developed a commercialization plan for the distribution of the product.

### **B. Protection of Information in Proposals**

It is ED policy to use information included in proposals for evaluation purposes only and to protect such information from unauthorized use or disclosure. While this policy does not require that the proposal bear a notice, protection can be assured only to the extent that the legend specified below in "Rights in Data Developed Under SBIR Funding Agreements" is applied to those data that constitute trade secrets or to other commercial or financial information that is confidential or privileged. Other information may be afforded protection to the extent permitted by law, but ED assumes no liability for use and disclosure of information to which the legend has not been appropriately applied.

### **C. Limitations on Length of Proposal**

This program solicitation is designed to reduce the investment of time and money required by small firms in preparing a Fast-Track proposal.

- Offerors must ensure that "Section 4.2 Project Narrative – Key Information; Abstract, Certifications, and Legend" is no more than 3 pages in length (and noted as pages i, ii, & iii);

- Offerors must ensure that “Section 4.3 Project Narrative – Technical Content” is 25 pages or less in length;
- Offerors must be sure to include the required information in Appendices A, B, D, E, and F;

Your proposal will be rejected if it does not conform to the following requirements:

A “page” is 8.5” x 11”, on one side only, with 1” margins at the top, bottom, and both sides. Single space all text in the proposal narrative, including titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, tables, figures, and graphs.

To ensure that the text is easy for reviewers to read and that all offerors have the same amount of available space in which to describe their projects, offerors must adhere to the type size and format specifications for the entire proposal narrative, including footnotes.

The proposal must conform to the following requirements:

- The height of the letters must not be smaller than 12 point.
- Type density, including characters and spaces, should be no more than 15 characters per inch (cpi). For proportional spacing, the average for any representative section of text should not exceed 15 cpi.
- Standard black type should be used for text to permit photocopying.
- The proposal can contain color figures, charts, or graphs, but must contain only material that reproduces well when printed out or photocopied in black and white.

Offerors should check the type size using a standard device for measuring type size, rather than relying on the font selected for a particular word processing/printer combination.

**NOTE:** Offerors are asked not to use binders, tabs, or blank color pages within the proposal to divide or delineate sections. Also, offerors should not use forms or bindings, such as plastic covers bound by comb binding, 3-ring binders, or folders. Proposals should be bound by binder clips only, and not staples. Any other method increases cost and does not affect the evaluation of the technical proposal.

In Section 4.3 Project Narrative - Technical Content, a proposal should place page numbers consecutively and consistently throughout the document.

#### **D. Proposal Guidance**

To avoid any misunderstanding, offerors should be aware that proposals not satisfying all the required instructions will be returned to the proposing organization without review. Returned proposals may not be resubmitted with or without revision under this program solicitation.

**1. Contractor Registration:** Before ED can award a contract to a successful offeror under this solicitation, the offeror must be registered in the Central Contractor Registration

(CCR) database and the Online Representations and Certifications Application (ORCA). The CCR allows Federal Government contractors or firms interested in conducting business with the Federal Government to provide basic information on business capabilities and financial information. To register, visit [www.ccr.gov](http://www.ccr.gov) or call 1-888-227-2423. ORCA is a web-based system that centralizes, standardizes, and moves the collection and storing of contractor representation and certifications online. To register in ORCA visit <http://orca.bpn.gov/>. Please contact the above sites directly for technical support—ED does not provide technical support for either CCR or ORCA. Offerors that do not have a current registration in both CCR and ORCA at the time of award will be excluded from the competition.

In addition to registering in CCR and ORCA, offerors must complete the certifications contained in Appendix F of this document. Offers submitted without completed Appendix F certifications are not eligible for award. Offerors shall submit one copy of the completed certifications with the proposal. This should be a separate document from the proposal and will not be counted as part of the page limit.

## **2. PROJECT NARRATIVE – KEY INFORMATION, ABSTRACT, CERTIFICATIONS, STATEMENTS, AND LEGEND**

***NOTE: All of the “2. Project Narrative” components (a through e) must be included within pages i, ii, and iii of the Fast-Track proposal. No other cover pages are permitted to precede page i.***

### **a) KEY INFORMATION FOR THE FAST-TRACK PROPOSAL**

- 1) Project title:
- 2) Name and website of the small business concern:
- 3) Name and contact information (address, phone/fax, and email) for the principal investigator:
- 4) Name and contact information for a representative authorized to represent the small business concern in negotiations:
- 5) Names and professional affiliations of all project team members:

### **b) PRIORITIES**

Select the one priority area that is most appropriate for this project: (Note: See [Section 8](#) for information about the Priority Areas.)

- Priority 1: Education technology products for students
- Priority 2: Education technology products for teachers
- Priority 3: Education technology products for school administrators

### **c) ABSTRACT**

The offeror must provide an abstract with the following two components.

*(NOTE: Nothing in this section should be proprietary or confidential.)*

- 1) Technical abstract limited to 200 words.
- 2) A summary of the commercial potential of the product if development were completed as described above limited to 100 words.

d) **CERTIFICATIONS**

The offeror should respond to the following certifications required by the Small Business Administration.

**Small Business Certification –**

Does the offeror certify that it is a SBC and meets the definition as stated in the program solicitation or that it will meet that definition at the time of award?

Yes       No

*[NOTE: The next four(4) items are for statistical purposes only.]*

**Socially and Economically Disadvantaged SBC Certification –**

Does the offeror qualify as a socially and economically disadvantaged SBC and meet the definition as stated in this program solicitation?

Yes       No

**Woman-owned SBC Certification –**

Does the offeror qualify as a woman-owned SBC and meet the definition as stated in this program solicitation?

Yes       No

**HUBZone-owned SBC Certification –**

Does the offeror qualify as a HUBZone-owned SBC and meet the definition as stated in this solicitation?

Yes       No

*The website listed below contains information about the SBA's HUBZone program:*

<http://www.sba.gov/hubzone/>

**Service Disabled Veteran Owned Small Business Certification –**

Does the offeror qualify as a Service Disabled Veteran Owned Small Business and meet the definition as stated in this program solicitation?

Yes       No

**Manufacturing-Related Project Certification –**

If Phase I and Phase II R/R&D leads to a completed product, is it possible that this product will be manufactured (e.g. production) on a wide scale basis?

Yes       No

*In cases where there is a tie in the award selection process, ED will give priority to projects that are manufacturing-related. (This “tie-breaker” specification allows the ED program to apply an additional preference without compromising the quality standards or established criteria of the program.)*

e) **STATEMENTS**



The offeror should respond to the following statements required by the Small Business Administration.

**Duplicate Research Statement –**

Has the offeror and/or principal investigator submitted proposals/proposals for essentially equivalent work under other Federal program solicitations or received other Federal awards for essentially equivalent work?

Yes       No

If yes, identify proposals and/or awards in “Project Narrative – RELATED PROPOSAL(S) OR AWARD(S).”

**Disclosure Permission Statement –**

Will the offeror permit the Government to disclose the title and technical abstract page of the proposed project, plus the name, address, and telephone number of the corporate official of the offeror’s firm, if the proposal does not result in an award, to concerns that may be interested in contacting you for further information?

Yes       No

f) **LEGEND FOR PROPRIETARY INFORMATION**

Information contained in unsuccessful proposals will remain the property of the offeror. The Government may, however, retain copies of all proposals. Public release of information in any proposal submitted will be subject to existing statutory and regulatory requirements.

If proprietary information provided by an offeror in a proposal constitutes a trade secret, proprietary commercial or financial information, confidential personal information, or data affecting the national security, it will be treated in confidence to the extent permitted by law. This information must be clearly marked by the offeror with the term "confidential proprietary information" and the following legend must appear in this section of the proposal:

“These data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than evaluation of this proposal. If a funding agreement is awarded to this offeror as a result of (or in connection with) the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the funding agreement and pursuant to applicable law. This restriction does not limit the Government’s right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages \_\_” \_\_” \_\_ of this proposal.”

The use of any other legend is unacceptable to the Government and may constitute grounds for removing the proposal from further consideration, without

assuming any liability for inadvertent disclosure. The Government will limit dissemination of such information to/within official channels.

### 3. PROJECT NARRATIVE – TECHNICAL CONTENT

**NOTE: Begin the main body of the Fast-Track proposal “3. Project Narrative – Technical Content” on page “1”.**

#### 1. Significance

- Describe the problem in the field of education that the intended product would address.
- Describe the intended product to be developed as a result of the Phase I and Phase II R/R&D. Describe its features or components, and any additional materials to support implementation (e.g., student or teacher handbooks). Specify the intended user (e.g., middle school science students, struggling adult readers, school administrators). Describe how the product will be implemented in an education delivery setting and how it will be integrated within existing practices as an intervention. For example, would the product replace or supplement existing curricula, instructional approaches, or programs? Specify the intended outcomes that will come from using the product (e.g., improve knowledge of biology, improve English vocabulary knowledge, improve school leadership).
- Describe the theoretical and empirical evidence to support the idea that the proposed product will achieve the intended goals (e.g., improve student outcomes, the way teachers teach, or the way administrators operate schools). Offerors should provide a theory of change for the product – which explains how the features or components of the product relate to each other temporally, operationally, pedagogically, or theoretically (e.g., why A leads to B). Further, offerors should describe how the unique features or "active ingredients" of the product are hypothesized to produce the desired outcomes compared to similar products or to current typical practices.
- Describe the potential commercial application of the product, and why the technology has potential to be widely disseminated and utilized.

#### 2. Phase I Technical Objectives.

- State the specific objectives of the Phase I R/R&D effort, including the technical questions it will try to answer to determine the feasibility of the proposed approach. Briefly describe the prototype that will be developed through the Phase I R/R&D. Describe why the stated objectives are appropriate for a 6-month period. A timeline may be included.

#### 3. Phase I Workplan.

- Include a detailed plan describing the technological R/R&D that will occur in Phase I, including what will be done, where it will be done, and how it will be carried out. The Phase I R/R&D technological plan should address the objectives and the questions cited in **Section 4.3.2** (Phase I Technical Objectives) immediately above. *In the plan:* Describe the technological R/R&D procedures through which the prototype will be developed, and any iterative research through which the prototype will be refined. Describe the research process that will be used to demonstrate the feasibility of the prototype by the end of Phase I. Describe how

the prototype will be functioning at the end of Phase I, including its main features and components.

The Phase I research design should include the following details:

- *Research questions.* Offerors should pose clear, concise hypotheses or research questions.
- *Sample.* Describe the population (e.g., students, teachers) and settings (e.g., laboratory, schools) that will be used to inform development and to assess the feasibility of the prototype.
- *Measures.* Specify what measures or observations will be used to assess whether the prototype is functioning as intended. Include information on the reliability, validity, and appropriateness of any proposed measures.
- *Procedures.* Describe the procedures for determining if the prototype is functioning as intended (e.g., Does the initial prototype of the software program operate as intended?). Describe when and how the data will be collected. Describe how data will be analyzed to determine feasibility.
- Discuss how the Phase I R/R&D will provide a foundation for the Phase II R/R&D effort. Offerors should describe any potential problem areas that are anticipated in Phase I, and provide alternative strategies that would be considered in such circumstances.

#### 4. Phase II Technical Objectives

- State the technical objectives of the Phase II R/R&D effort, including the specific research questions that will be addressed in the project. In strong proposals, the offeror clearly links the stated technical objectives with the research plan and shows how the state objectives can be met within a 2-year project period. A timeline may be included.

#### 5. Phase II Work and Research Plan

- Include a detailed plan describing the technological R/R&D that will occur in Phase II, including what will be done, where it will be done, and how it will be carried out. The Phase II R/R&D technological plan should address the objectives and the questions cited in **Section 4.3.4** (Phase II Technical Objectives) immediately above. *In the plan:* Describe the technological R/R&D procedures through which the prototype will become (or will be on a trajectory to become) a commercially viable education technology product. Describe any iterative research that will be used to collect data to inform the refinement of the product or any of its components or features. Describe the research process to be employed to demonstrate the feasibility and usability, and promise of the product to achieve the intended outcomes in an education delivery setting. Such evidence could include pilot data demonstrating that performance on outcome measures is progressing in the appropriate direction (e.g., students' post-intervention scores on curriculum-based tests are substantially higher than pre-intervention scores) or pilot data demonstrating that the implementation of the intervention is associated with activities and behaviors that are consistent with the underlying theory of change of the product. The pilot data are not intended to be a test of the efficacy of the intervention.

Research Requirements by Priority:

- For products used by students, a primary question of interest is, "Does this product show promise for increasing student outcomes?" Such proposals must include student outcome data.
- For products used by teachers, a primary question of interest should be one of the following:
  - "Does this product show promise for improving student outcomes?" Such proposals should demonstrate that when teachers use the proposed technology, their students show promise for achieving better outcomes.
  - "Does this product show promise for improving teachers' ability to carry out their job on some quantifiable measure (e.g., does the product reduce the amount of time teachers spend recording and calculating students' grades)?" Such proposals should evaluate whether the product shows promise for improving teachers' ability to carry out their job in the area proposed.
- For products used by school administrators, a primary question of interest is, "Does this product show promise for improving administrators' ability to carry out their job on some quantifiable measure that is important to education leadership and administration?" Such proposals should evaluate whether the product shows promise for changing administrators' practices and improving the manner by which administrators operate and manage schools. For example, does use of the proposed technology show promise for reducing the amount of time administrators must spend performing a particular task?

The Phase II research design must include the following details:

- *Research questions.* Provide clear, concise hypotheses or research questions for any iterative research that will inform refinements of the technology, determine the feasibility and usability of the product, and show the promise of the fully developed product for achieving the intended outcomes.
- *Sample.* Describe the sample (e.g., students, teachers) and settings (e.g., laboratory, schools) that will be used to inform development, and to assess the feasibility and usability, as well as the promise of the product for achieving the intended outcomes. Indicate whether (or how many) school(s) have agreed to participate in the Phase II research.  
**NOTE:** Offerors must include one letter of agreement from a school (or education delivery setting) that has agreed to participate in the Phase II research should the proposal be awarded. This letter should be no longer than one (1) page, and can be included in [Appendix A](#). Letters that have been secured from other school(s) (or education delivery settings) that are noted in a proposal must be made available to ED upon request.
- *Measures.* Specify what measures will be used to determine feasibility and usability, as well as whether the product shows promise for

improving outcomes. Include information on the reliability, validity, and appropriateness of the proposed measures. In strong proposals, investigators will make clear that the skills or content the product is designed to address are captured in the various measures that are proposed.

- *Procedures.* Describe the procedures for any iterative research to inform the refinement of the technology. Describe the procedures for determining the feasibility (e.g., Does the software program crash when used?) and usability of the product (e.g., Are teachers able to integrate the intervention within their existing curriculum?), as well as the promise the product has for achieving the intended outcomes (e.g., Do students' math scores improve after using the product? Are teachers spending less time grading homework when using the product?). Describe when and how data will be collected. Include a clear and detailed description of the data analysis procedures. For quantitative data, specific statistical procedures should be described. The relation between hypotheses, and the independent and dependent measures should be clear. For qualitative data, the specific methods used to index, summarize, and interpret data should be delineated.
- Offerors should describe any potential problem areas that are anticipated in Phase II, and provide alternative strategies that would be considered in such circumstances.

**NOTE:** The Institute anticipates that after the conclusion of the Phase II period of the SBIR project, investigators may submit proposals for funding to conduct research examining the efficacy of the product through the Institute's National Center for Education Research or the National Center for Special Education Research grants programs (see [http://ies.ed.gov/funding/ncer\\_progs.asp](http://ies.ed.gov/funding/ncer_progs.asp) or [http://ies.ed.gov/funding/ncser\\_progs.asp](http://ies.ed.gov/funding/ncser_progs.asp) for more information).

#### 6. Related R/R&D

- Describe any significant R/R&D that is directly related to the proposal including any conducted by the project manager/principal investigator or by the proposing small business concern. Describe how it relates to the proposed effort, and any planned coordination with outside sources. The offeror must persuade reviewers of his or her awareness of key, recent R/R&D conducted by others in the specific topic area.

#### 7. Relationship with Future R/R&D

- State the anticipated results of the proposed approach if the project is successful. (Phase I and Phase II).

#### 8. Commercialization Plan

- The Fast-Track proposal must include a succinct Commercialization Plan. Provide a description in each of the following areas:

a) *Project Value, Expected Outcomes, and Impact.* Describe, in laypersons' terminology, the proposed project and its key technology objectives. Clarify the need(s) addressed, specifying weaknesses in the current approaches attempting to meet this need. In addition, describe the commercial potential of the research and the innovation inherent in this proposal. Be sure to also specify the potential educational benefits of this work. Explain how the non-commercial impacts contribute to the overall significance of the project. Briefly explain how the SBIR project integrates with the overall business plan of the company.

b) *Company.* Give a brief description of your company, including: corporate objectives, core competencies, present size (annual sales level and number and types of employees), history of previous Federal and non-Federal funding, regulatory experience and subsequent commercialization, and any current products/services that have significant sales. Include a short description of the origins of the company. Indicate your vision for the future, how you will grow/maintain a sustainable business entity, and explain how you will meet critical management functions as your company evolves from a small technology R/R&D business to a successful commercial entity.

c) *Market, Customer, and Competition.* Describe your marketing and sales strategy, and provide a description of the market and/or market segments you are targeting (detailing a brief profile of the potential customer). Explain what significant advantages your innovation will bring to the market, e.g., better performance, lower cost, faster, more efficient or effective, new capability. Include the hurdles you must overcome to gain market/customer acceptance of your innovation. Describe any strategic alliances, partnerships, licensing agreements, or endorsements you have in place to help market and sell your product.

- Provide letters detailing such agreements or endorsements in [Appendix G](#).

Give an overview of the current competitive landscape and any potential competitors over the next several years.

d) *Intellectual Property (IP) Protection and Licensing.* Describe how you are going to protect the IP that results from your innovation. Also note other actions you may consider taking that will constitute at least a temporal barrier to others aiming to provide a solution similar to yours. Describe the steps you will take to license your product.

e) *Finance Plan.* Describe the necessary financing you will require, and when it will be required, as well as your plans to raise the requisite financing to launch your innovation into Phase III and begin the revenue stream. Plans for this financing stage may be demonstrated in one or more of the following ways:

- Letter of commitment of funding (include in [Appendix G](#));
- Letter of intent or evidence of negotiations to provide funding, should the Fast-Track project be successful and the market need still exist (include in Appendix G);
- Letter of support for the project and/or some in-kind commitment (include in Appendix G);
- Specific steps you are going to take to secure Phase III funding.

f) Production Plan. Describe how the production of your product will occur (e.g., in-house manufacturing, contract manufacturing).

g) Revenue Stream. Explain how you plan to generate a revenue stream for your company should this project be a success. Examples of revenue stream generation include (but are not limited to) manufacture and direct sales, sales through value added resellers or other distributors, joint venture, and licensing, service. Describe how your staffing will change to meet your revenue expectations.

Offerors through the Fast-Track mechanism are encouraged to seek commitment(s) of funds and/or resources from an investor or partner organization for commercialization of the product(s) resulting from the SBIR award. Your Phase III funding may stem from any one of a number of different sources, including (but not limited to): the SBIR firm itself, private investors or "angels", venture capital firms, investment companies, joint ventures, R/R&D limited partnerships, strategic alliances, research contracts, sales of prototypes (built as part of this project), public offering, state finance programs, non SBIR-funded R/R&D, or production commitments from a Federal agency, with the intention that the results will be used by the United States government or other industrial firms. Documentation of such commitments should be included in [Appendix G](#).

**NOTES:** Offerors may provide up to five (5) letters of interest or endorsement in [Appendix G](#). Each letter must be less than one (1) page in length. Letters in Appendix G are not counted toward the 25 page limit of the Fast-Track proposal.

Strong letters of interest or endorsement must be from organizations or individuals not affiliated with the project. Such letters endorse the commercial potential of the proposed product. Letters of interest or endorsement may come from future potential commercial partners or manufacturers, associations or organizations in the specific area of the proposal, or from school practitioners who would purchase or use the product if it were available. Strong letters of endorsement 1) state the endorser's qualifications, 2) refer to the specifics of the proposal, and 3) specify any future roles or involvement with the project should it be successful. For example, strong letters of support may demonstrate the intent of an outside organization to possibly provide or invest funds should the project goals be achieved and the market need still exist, or may demonstrate the intent of an outside organizations to provide an endorsement of the product should it become commercially viable.

Offerors should *not* include letters of interest or endorsement from members of the project team, such as consultants or subcontractors. The confirmation of involvement of members of the project team is to be provided in the Bibliographical Summary of Key Personnel (Section 3.6 below) and can be discussed in terms of how the project is managed.

## 9. Bibliographical Summary of Key Personnel Detailing Directly Related Work



- Describe whether the principal investigator is appropriately trained and capable of managing the proposed project. List all other commitments that the principal investigator has during the proposed period of performance. Involvement of consultants in the planning and research stages of the project is permitted. If such involvement is intended, discuss how the project will be managed.
- Identify any additional key personnel for the Phase I and Phase II periods. Provide a *short biographical summary* for each key personnel, focusing on their most relevant experience and publications.

**NOTE:** Each biographical summary in the proposal must be accompanied by two certifications in [Appendix B](#).

*(Biographical summaries must be included within the 25 page limit.*

*Certifications should not be included with the 25 page limit, but rather should be included in Appendix B.)*

- Describe whether members of the investigative team bring qualified expertise in the following areas: technological R/R&D, education theory, practice, research (*including research performing school-based research*), and experience in the commercialization of education technology products. Describe each member's educational qualifications directly related to the project, experience, and bibliographic information.

**NOTE:** ED strongly encourages applicants interested in applying to this program to assemble research teams that collectively have expertise in the development of advanced technology (e.g., with artificial intelligence capabilities), instructional design, the targeted content domain (e.g., reading, mathematics), as well as the implementation of and research on technology in an education delivery settings.

#### 10. Facilities

- Conducting research may require the use of sophisticated instrumentation or computer facilities. The offeror should provide a detailed description of the availability and location of the facilities and equipment necessary to carry out the Fast-Track project.

#### 11. Cost Breakdown/Proposed Budget

- Offerors must provide a Phase I budget and a Phase II budget in [Appendix D](#). See Appendix D for formatting requirements.

#### 11. Human Subjects

- Offerors must include information on human subjects participating in the research in [Appendix E](#). See Appendix E for information.

## **5. METHOD OF SELECTION AND EVALUATION CRITERIA**

### **A. Introduction**

The goal of Institute-supported R/R&D through the SBIR program is to contribute to the solution of education problems and to provide reliable information about the promise of products for supporting learning and improving academic outcomes. Reviewers will be expected to assess several aspects of a proposal in order to judge the likelihood that the proposed R/R&D will meet this goal. In the evaluation and handling of proposals, ED will make every effort to protect the confidentiality of the proposal and any reviews of the proposal. All Fast-Track proposals will be judged on a competitive basis solely against the evaluation criteria (see below under D).

### **B. Pre-Review Screening**

All Fast-Track proposals will proceed through a pre-review screening to determine responsiveness to the specific requirements of the solicitation. If the answer to any of the following questions is "NO," the proposal will be returned to the offeror without review or further consideration.

- Does the proposal contain all of the information required under "2-Project Narrative-Key Information, Abstract, Certifications, Statements, and Legend"?
- Is the proposal 25 pages or less in length, excluding the cover pages (pages i, ii, & iii) and the Appendices (A through G)?
- Is the proposed R/R&D in the field of education, and applicable to at least one of the priority areas?
- In Appendix B, is there a certification page for each individual listed on the project personnel team, signed by the proposed employee and by someone with the authority to bind the company?
- In Appendix D, is there a Phase I budget and a Phase II budget?

Any deviations from the proposal instructions will lead to a proposal being rejected.

### **C. Review Panels**

The evaluation process is as follows:

- Fast-Track Technical Evaluation Review Panels will consist of three reviewers from the agency, including research scientists and technology experts. Reviewers will review proposals and complete written evaluations by identifying strengths and weaknesses for each of the evaluation criteria (listed below under D).
- Reviewers will assign scores based on these evaluation criteria, with the maximum number of points for each criteria listed in parentheses.
- Scores on each of the five criteria will be summed (for a maximum of 100 points).
- Proposals from all of the Fast-Track Technical Evaluation Review Panels will be ranked in order from highest average score out of 100 to lowest average score, with the top scores recommended for funding based on the availability of funds.

- Contracts staff will evaluate business-related aspects of proposals. The final award decision is made by the Contracting Officer, informed, but in no way obligated, by the recommendation of the technical evaluators.

#### **D. Evaluation Criteria**

Each Fast-Track proposal will be evaluated according to the following criteria:

##### I. Significance (30 points)

- Did the offeror clearly describe the product to be developed as a result of the Phase I *and* Phase II R/R&D.
- Is the proposed product likely to contribute to solving an important problem in the field of education?
- Do the theoretical and empirical foundations for the project suggest that the product is likely to result in the intended outcomes?
- Does the proposed technology have a high degree of potential to lead to a widely disseminated and utilized product?

##### II. Phase I & II Workplan (40 points)

- Does the Phase I workplan specify clear, appropriate, well-integrated, and measurable goals (milestones) for the development of the prototype in Phase I?
- Is the research design appropriate for demonstrating the feasibility of the prototype by the end of Phase I?
- Does the Phase II workplan specify clear, appropriate, well-integrated, and measurable goals (milestones) for the full-scale product development in Phase II?
- Is the research design appropriate for demonstrating the feasibility and usability of the product, as well as the promise of the finished product for achieving the intended outcomes by the end of Phase II?
- Has the offeror provided one letter of agreement from a school indicating the intention to participate in the Phase II research?

##### III. Commercialization Plan (18 points)

- To what extent did the offeror obtain letters of support for endorsing the product should it become commercially viable or letters of intent to provide funding (should the project goals be achieved and the market need still exist)?
- Is the marketing plan to sell the product clear, appropriate, and well-integrated? Would the plan provide a competitive advantage in the current marketplace? Does the offeror adequately detail the necessary financing required to sustain the project after Phase II funding expires, and to launch the innovation and begin the revenue stream?

##### IV. Project Team, Company/Resources, and Budget (12 points)

- Is the principal investigator appropriately trained and capable of managing the proposed project? Does the investigative team bring qualified expertise in the following areas: technological R/R&D; education theory, practice, and research methods for the development and evaluation of the proposed product; and business marketing?

- Is there adequacy of support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors? Has the proposing firm successfully commercialized technology where prior awards were made?
- Are the Phase I budget and the Phase II budget adequate to support the proposed project? Or, is the scope of the project beyond the scope of the funding to be provided?

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All provisions of FAR 52.215-1 are incorporated by reference into this solicitation. The Contracting Officer has waived the requirement to evaluate past performance for this solicitation.

## **6. CONSIDERATIONS**

### **A. Reports**

#### **Phase I of the Fast-Track Award:**

For Phase I, a kick-off report will be due five (5) days after the start date of the contract, and an interim progress report is required and will be due at the end of month three (3). For Phase I, a final report is required and will be due at the end of month six (6). The contractor shall email each report to the Contracting Officer's Representative and to the Contract Specialist.

The kick-off report shall include a brief description of the technological R/R&D to be carried out up from the start date to the end of month three (3), and any other updates on the project.

The interim report shall include a brief description of the technological R/R&D carried out up to the end of month three (3), the plans for feasibility testing and the pilot evaluation, an update on the commercial plan, an update on any obstacles encountered during the period, and a brief description of the potential commercial applications which will result from the Phase II R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

The Phase I final report shall include a one-page project summary as the first page. The report shall identify the purpose of the R/R&D, include a brief description of the technological R/R&D carried out, the findings or results from the feasibility testing, an update on the commercial plan, an update on any obstacles encountered during the period, and a description of the potential commercial applications which will result from the Phase II R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

***NOTE: The Phase I final report will be reviewed and judged in order to determine whether the contractors should proceed to Phase II. Awardees whose Phase I objectives are achieved will proceed to Phase II. Awardees whose objectives are not met will not be funded during Phase II.***

All reports shall carry the following acknowledgment statement on the cover page:

“This material is based upon work supported by the U.S. Department of Education under purchase order number \_\_\_\_\_. Any opinions, findings, conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views or policies of the Department of Education.”

#### **Phase II of the Fast-Track Award:**

For Phase II, a kick-off report will be due at the start of month one (1), and tri-yearly interim progress reports are required and will be due at the end of months four (4), eight (8), twelve (12), sixteen (16), and twenty (20). For Phase II, a final project report is required and will be due at the end of month twenty-four (24). The contractor shall email each report to the Contracting Officer's Representative and to the Contract Specialist.

The kick-off report shall include a description of the technological R/R&D carried out, as well as the research to be carried out in Phase II, and shall provide an updated project timeline.

The interim reports shall include a brief description of the technological R/R&D carried out up to the end of the particular reporting period, an update on the feasibility and usability testing, as well as the pilot research, an update on the commercial plan, an update on any obstacles encountered during the period, and a brief description of an update on the potential commercial applications which will result from the Phase II R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

The Phase II final project report shall include a one-page project summary as the first page. The report shall identify the purpose of the R/R&D, include a detailed description of the technological R/R&D carried out, the findings or results from the feasibility testing and the pilot research, an update on the commercial plan, a description of obstacles that were encountered, and a detailed description of the commercial applications resulting from the Phase II R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

All reports shall carry the following acknowledgment statement on the cover page:

“This material is based upon work supported by the U.S. Department of Education under contract number \_\_\_\_\_” “\_\_\_\_\_”. Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views or policies of the Department of Education.”

## **B. Payment Schedule**

Payments will be made in accordance with the payment schedule negotiated and agreed to by the Contracting Officer. The offeror shall include his or her cash flow requirements as part of the budget for Phase I and Phase II. Once invoices are received, the due date for paying invoice is the 30th day after the designated billing office receives a proper invoice from the contractor (i.e., one that has been approved by the COR) or the 30th day after ED accepts goods or supplies performed by the contractor, whichever is later (FAR 52.232-25).

Contractors may propose to receive up to three (3) payments during the Phase I contract. Each invoice shall be accompanied by an interim or final progress report. Contractors are free to propose any breakdown they wish, as long as at least 33% of the Phase I contract price is reserved for payment after acceptance of the final report.

Contractors may propose to receive up to seven (7) payments during the Phase II contract. Each invoice shall be accompanied by an interim or final progress report. Contractors are free to propose any breakdown they wish, as long as at least 20% of the Phase II contract price is reserved for payment after acceptance of the final report.

### **C. Innovations, Inventions and Patents**

#### **1. Rights in Data Developed Under SBIR Funding Agreements**

To preserve the SBIR data rights of the awardee, the Legend (or statements) used in the SBIR Data Rights clause included in the SBIR award must be affixed to any submissions of technical data developed under that SBIR award. If no Data Rights clause is included in the SBIR award, the following legend, at a minimum, should be affixed to any data submissions under that award.

#### **LEGEND**

These SBIR data are furnished with SBIR rights under Funding Agreement No. \_\_\_\_\_ (and subcontract No. \_\_\_\_ if appropriate), Awardee Name \_\_\_\_\_, Address, Expiration Period of SBIR Data Rights \_\_\_\_\_. The Government may not use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend for (choose four (4) or five (5) years). After expiration of the (four or fiveyear period), the Government has a royalty-free license to use, and to authorize others to use on its behalf, these data for Government purposes, and is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties, except that any such data that is also protected and referenced under a subsequent SBIR award shall remain protected through the protection period of that subsequent SBIR award. Reproductions of these data or software must include this legend.”

#### **2. Copyrights**

With prior written permission of the Education Program Contact, the awardee normally may copyright and publish material (consistent with appropriate national security considerations, if any) developed with ED support. The U.S. Department of Education receives a royalty-free license for the Federal Government and requires that each publication contain an appropriate acknowledgment and disclaimer statement.

#### **3. Patents**

Small business firms normally may retain the principal worldwide patent rights to any invention developed with Government support. The Government receives a royalty-free license for Federal Government use, reserves the right to require the patent holder to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must normally manufacture it domestically. To the extent authorized by 35 U.S.C. 205, the Government will not make public any information disclosing a Government-supported invention for a four-year period (that may be extended by

subsequent SBIR funding agreements) to allow the awardee a reasonable time to pursue a patent.

#### **D. Subcontracting Limits – Research and Analytical Work**

For Phase I, at least two-thirds of the research and/or analytic effort must be performed by the proposing small business concern unless otherwise approved in writing by the funding agreement officer after consultation with the agency SBIR Program Manager/Coordinator.

For Phase II, at least one-half of the research and/or analytic effort must be performed by the proposing small business concern unless otherwise approved in writing by the funding agreement officer after consultation with the agency SBIR Program Manager/Coordinator.

#### **E. Contractor Requirements**

Upon award, the contractor will be required to make certain legal commitments through acceptance of numerous provisions in the procurement.

The outline that follows is illustrative of the types of provisions that will be included in the funding agreement. This is not a complete list, nor does it contain the specific wording of these clauses. ED will make awards as described in CFR Title 48-Federal Acquisition Regulations. The resultant agreement will contain legally binding clauses. Copies of complete general clauses will be made available prior to award. A complete set of these requirements is available now upon request.

1. **Standards of Work.** Work performed under the funding agreement must conform to high professional standards.
2. **Contract Type.** The funding agreement will be a Firm-Fixed-Price contract. This obligates the Contractor to complete all work successfully on time in order to get paid. The value of this contract will not vary with the cost experience of the contractor.
3. **Inspection.** Work performed under the funding agreement is subject to Government inspection and evaluation at all reasonable times.
4. **Examination of Records.** The Comptroller General (or a duly authorized representative) shall have the right to examine any directly pertinent records of the contractor involving transactions related to this contract.
5. **Default.** The Government may terminate the agreement if the contractor fails to perform the work contracted.
6. **Termination for Convenience.** The agreement may be terminated at any time by the Government if it deems termination to be in its best interest, in which case the contractor will be compensated for work performed and for reasonable termination costs.



7. **Disputes.** Any dispute concerning the funding agreement that cannot be resolved by agreement shall be decided by the Contracting Officer with right of appeal.
8. **Contract Work Hours.** The contractor may not require an employee to work more than eight (8) hours a day or forty (40) hours a week unless the employee is compensated accordingly (that is, receives overtime pay).
9. **Equal Opportunity.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; or because he or she is a disabled veteran or a veteran of the Vietnam era; or because he or she is physically or mentally handicapped.
10. **Officials Not to Benefit.** No Government official shall benefit personally from the agreement.
11. **Covenant Against Contingent Fees.** No person or agency has been employed to solicit or secure the agreement upon an understanding for compensation except bonafide employees or commercial agencies maintained by the contractor for the purpose of securing business.
12. **Gratuities.** The agreement may be terminated by the Government if any gratuities have been offered to any representative of the Government to secure the agreement.
13. **Patent Infringement.** The contractor shall report each notice or claim of patent infringement based on the performance of the agreement.
14. **American Made Equipment and Products.** When purchasing equipment or a product under the SBIR funding agreement, purchase only American-made items whenever possible.
15. **Publicity.** Any publications resulting from this contract will need a disclaimer noting that the project was funded by the U.S. Department of Education and that publication does not necessarily reflect the views or policies of the U.S. Department of Education.
16. **Background Investigation Requirement.** Any contractor/subcontractor staff or consultants who will work on the contract for 30 days or more (in total) and who will have access to sensitive data (for example, but not limited to, data protected by the Privacy Act or FERPA) must undergo a government background investigation. This investigation will include, among other things, a credit check and criminal background check. The cost of performing the investigation is born by the Government, however, the Contractor will be responsible for the costs of fingerprinting any proposed staff that need an investigation. The cost of fingerprinting may be included

in your proposed budget. Offerors should check with their local policy agency to determine the cost of fingerprinting (2 fingerprint sets are required per person).

17. **Research Activities Involving Human Subjects.** Research activities involving human subjects must be in compliance with the regulations issued by the U.S. Department of Education to safeguard the rights and welfare of human research subjects. The human subjects contracts clause can be found at:  
<http://www.ed.gov/policy/fund/reg/clipboard/humansub.html>

#### **F. Joint Ventures or Limited Partnerships**

Joint ventures and limited partnerships are permitted, provided that the entity created qualifies as a small business concern as defined in this program solicitation.

#### **G. Cost-Sharing**

Cost-sharing is permitted for proposals under this program solicitation; however, cost sharing is not required. Cost-sharing will not be an evaluation factor in consideration of your proposal.

#### **H. Profit/Fee**

Contracts may include a reasonable fee or profit on SBIR funding agreements, consistent with normal profit margins provided to profit-making firms for R/R&D work.

#### **I. Standard Terms and Conditions**

Upon acceptance of an award, the Contractor must comply with the terms and conditions contained or referenced in the Notice of Award document. These terms and conditions, constituting legal requirements, are imposed on an awardee by statute, regulations, administrative policy, or the award document itself.

#### **J. Additional Information**

1. This program solicitation is intended for informational purposes and reflects current planning. If there is an inconsistency between the information contained herein and the terms of any resulting SBIR funding agreement, then the terms of the funding agreement are controlling.
2. In the interests of those with special needs, the Offeror is encouraged to develop products that include alternate formats (e.g., closed- or open-captioning for films and/or videotapes, Braille, large print, audiotape).
3. The SBIR program is not a substitute for existing unsolicited proposal mechanisms. The Government shall not accept unsolicited proposals under the SBIR program in either Phase I or Phase II.
4. If an award is made pursuant to a proposal submitted under this program solicitation, the Contractor will be required to certify that they have not previously been, nor is currently being, paid for essentially equivalent work by any agency of the Federal Government.

## **7. PROPOSAL SUBMITTAL INFORMATION**

**1. A single package must either be mailed or hand-delivered to:**

Natasha Boyce, Contract Specialist  
US Department of Education  
550 12th Street, SW, Room # 7120  
Washington, DC 20202-4230

If mailing, offerors are advised to use a next-day or 2-day mail carrier service provider (e.g., Federal Express, UPS, USPS, etc.) to ensure that the package is received prior to the deadline.

If hand delivering-proposals, check-in at the security desk and call Natasha Boyce at (202) 245-6128 and William Spitzgo at (202) 245-6497 to accept the proposal.

The due date and time for the receipt of proposals is 12PM EST on January 22, 2009.

**NOTE:** Fax or emailed proposals will not be reviewed.

**2. The proposal package must contain the following:**

- **One (1) original and three (3) copies of the Fast-Track proposal;**
- **Two (2) Compact Discs that contain electronic versions of the Fast-Track proposal, in one or both of the following formats: Microsoft Word and/or Portable Document Format (PDF).**

***\*NOTE 1: Please include all components of the electronic versions of the proposals (Project Information, Project Narrative, all appendices) in a single file.***

***\*\*NOTE 2: Please ensure that the compact discs are labelled with the company name.***

**3. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—**

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of

entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(3) It was the only proposal received.

4. The Government reserves the right to make amendments to the solicitation at any time during the procurement process. Offerors are required to comply with any new provisions or other requirements in solicitation amendments. Any amendment would be posted at the FedBizOpps postings for this solicitation.
5. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
6. The Government intends to make the awards without holding discussions. However, the Government may hold discussions if it determines that they are necessary.
7. The Government will consider any offer submitted in response to this solicitation to be good for 180 days from the closing date of the solicitation, unless otherwise specified by the offeror.
8. Debriefs will be conducted in accordance with Federal Acquisition Regulation 15.5.
9. Email and facsimile proposals will not be accepted.
10. Due to continued delays in the U.S. mail, the Government strongly recommends that offerors submit their proposal via a commercial delivery service, courier service, or hand delivery.

## **8. 2009 PRIORITY AREAS (3)**

For fiscal year 2009, ED has selected three (3) priorities for the SBIR program. These priorities consist of the development of technological products to directly or indirectly lead to improved student learning and academic achievement in formal education delivery settings (e.g., schools, after-school programs, distance learning programs).

Products must fall within one of the three priority areas below:

### **(1) R/R&D of technological products used by students**

- Products intended for student use must address one (or more) of the following content areas: reading, writing, mathematics, science, or social and behavioral programs that support academic learning.<sup>2</sup>

### **(2) R/R&D of technological products used by teachers**

- Products for teachers to use must be address one (or more) of the following content areas: reading, writing, mathematics, science, or social and behavioral programs that support academic learning, *or* must be a tool designed to improve the efficiency or accuracy with which teachers carry out their administrative responsibilities (e.g., recording and calculating grades).

### **(3) R/R&D of technological products used by administrators**

- Technological products intended for use by school-level administrators (e.g., principal, guidance counselors, special education administrators) for improving the manner in which a school is operated (e.g., products that inform school operation, school data systems to inform practice).  
**NOTE:** Projects focusing on the R/R&D of products to be used by district or state level administrators are not eligible for submission to this program.

Products may be in the following forms, but are not limited to: software (e.g., intelligent tutors, assessment engines), digital format readers, multi-media products (e.g., DVDs, videotapes, videoconferencing, television programs), technological devices (e.g., interactive whiteboards, clickers, personal computing devices, tablets, handheld devices), on-line instruction (e.g., "e-learning" products, distance learning products, virtual worlds), or systems-level technologies (e.g., network infrastructure devices, school management programs).

Products may be implemented or integrated within school practice in the following manners: as a replacement to existing curricula, as a supplement to existing curricula, as a teacher professional development program (for in-service training for current personnel), as an

---

<sup>2</sup>For more information on the content areas that are specified in this solicitation (including reading, writing, math, science, or social and behavioral contexts for academic learning), see the National Center for Education Research (NCER) 2009 Request for Applications at <http://ies.ed.gov/ncer/projects/program.asp?ProgID=21>

instructional approach, as a student assessment, or as a management tool for school administrators.

Other specifications:

- Products may address the needs of students in regular education classes or special education classes.
- Products may address the needs of students who are English language learners, however products for foreign language learning are not permitted under the above priorities.
- Products for *reading or writing* must target students from pre-kindergarten through postsecondary. At the postsecondary level, proposals must address basic reading or writing skills for adults (e.g., remedial courses for under-prepared college students or adult literacy courses through vocational or adult education programs), or basic English composition courses intended to teach basic writing skills (e.g., instruction in organization, audience, style, and writing clear prose) at the college level (note: proposals to conduct research on education technology for teaching creative writing or literature will not be considered).
- Products for *mathematics* must target students from pre-kindergarten through postsecondary. At the postsecondary level, proposals must address basic mathematical skills for adults (e.g., remedial courses for under-prepared college students or adult mathematics courses through vocational or adult education programs).
- Education technology for *science* or *social and behavioral programs* must target students at any level from pre-kindergarten through high school.
- Products for use by teachers or administrators must target pre-kindergarten through high school.

For Phase I and Phase II, the scope of the proposed project (in terms of time needed to complete the R/R&D work and resources needed to do so) must be appropriate for the Institute's SBIR program. ED recognizes that some technological project's R/R&D requirements exceed the time and resources provided by the SBIR program. In such cases offerors should consider other avenues for funding.

For more information on the rationale for the content areas listed above and on the specific interests of the Institute of Education Sciences in the U.S. Department of Education, or for other funding opportunities for education technology development and evaluation, offerors are strongly encouraged to consult the National Center for Education Research (NCER) program announcement for research grant competitions [http://ies.ed.gov/funding/ncer\\_progs.asp](http://ies.ed.gov/funding/ncer_progs.asp) and the National Center for Special Education Research (NCSER) program announcement for research grant competitions [http://ies.ed.gov/funding/ncser\\_progs.asp](http://ies.ed.gov/funding/ncser_progs.asp).

For additional information on the types of projects the Institute has funded through its research grant competitions, please see descriptions of projects funded through NCER at <http://ies.ed.gov/ncer/projects> and descriptions of projects funded through NCSER at <http://ies.ed.gov/ncser/projects>.

## **9. SCIENTIFIC AND TECHNICAL INFORMATION SOURCES**

Certain sources can provide information that can be useful in preparing SBIR proposals. The Internet sites listed below can provide you with helpful material and links to other sites.

### **SBIR Program-Related**

ED SBIR Program: <http://www.ed.gov/programs/sbir/index.html>

SBIR State Support Entities: [http://www.ed.gov/programs/sbir/state\\_awards.html](http://www.ed.gov/programs/sbir/state_awards.html)

Small Business Administration (SBA)

Office of Technology (SBIR): [www.sba.gov/sbir/](http://www.sba.gov/sbir/)

Small Business Administration (SBA)

Technical Resources Network (TECH-Net): [tech-net.sba.gov/](http://tech-net.sba.gov/)

### **Institute of Education Sciences (IES)**

IES Home Page: <http://ies.ed.gov/>

IES SBIR Program Page: <http://ies.ed.gov/ncer/sbir/>

IES Funding Opportunities: <http://ies.ed.gov/funding/>

National Center for Education Research: [http://ies.ed.gov/funding/ncer\\_progs.asp](http://ies.ed.gov/funding/ncer_progs.asp)

National Center for Special Education Research: [http://ies.ed.gov/funding/ncser\\_progs.asp](http://ies.ed.gov/funding/ncser_progs.asp)

### **General**

U.S. Department of Education: <http://www.ed.gov/>

What Works Clearinghouse: <http://www.whatworks.ed.gov/>

*No Child Left Behind Act* of 2001:

<http://www.ed.gov/nclb/overview/intro/edpicks.jhtml?src=ln>

Educational Resources Information Center (ERIC): <http://ies.ed.gov/ncee/projects/eric.asp>

Federal Acquisition Regulation: <http://www.acqnet.gov>

## **10. FAST-TRACK PROPOSAL PACKAGE CHECKLIST**

### **CHECK:**

- CLOSING DATE: JANUARY 22, 2009 at 12PM ET**
  
- Did your package include 1 original and 3 copies of the Fast-Track proposal, and 2 compact discs?
  
- Does the Fast-Track proposal “**3. Project Narrative – Technical Content**” begin on page “1” and contain no more than 25 pages?
  
- Have you addressed each of the components of the “**Project Narrative – TECHNICAL CONTENT**” section? Including –
  - Significance;
  - Quality of Project Design;
  - Quality of Project Personnel; and,
  - Adequacy of Resources
  
- Are issues (and, if applicable, exemptions) relating to **Research Activities Involving Human Subjects** adequately addressed?
  
- Have you included all the required components of the “**2. Project Narrative – Key Information**” section?
  
- Have you provided notification of “**Related Proposal(s) or Award(s)**” in the proposal narrative, if applicable?
  
- Have you provided notification of “**Documentation of Multiple Phase II Awards**” in the appendix, if applicable?
  
- Have you registered with CCR and with ORCA?
  
- Have you submitted all applicable appendices (including, at a minimum, appendices A, B, C, and E.



**Appendix A: Letter of agreement to participate in the Phase II research**

In Appendix A, offerors should provide a letter of agreement from one school (or education delivery setting) that has agreed to participate in the Phase II research. The letter must not exceed one(1) page in length.

*NOTE:* In Appendix A, on a separate page, offerors should also list the names of other schools (or education delivery settings) that may have agreed to participate in the research. Letters of agreement from these schools are not to be included in Appendix A, but should be available to be provided to the Institute upon request.

*Schools (or education delivery settings) that have agreed to participate in the research include:*

This proposal information **is not** counted toward the 25-page limit.

**Appendix B: Biographical Summary Certification Pages**

For each individual whose biographical summary is included within the Fast-Track proposal, a separate page with the following certifications must appear within Appendix B.

***NOTE: Each individual's biographical summary must be included within Section 4.3.9 (not in Appendix B). Biographical summaries will be counted toward the 25-page limit.***

Each individual on the project team must certify the following statement by providing the information below:

*"I hereby certify that this information is accurate to the best of knowledge and belief."*

Individual's Name (TYPED):

Written signature: \_\_\_\_\_

Date:

Each employee of the offeror with the authority to bind the offeror must certify the following statement by providing the information below:

*"I hereby certify that (FILL IN THE COMPANY NAME) has verified the foregoing information and it is accurate to the best of our knowledge and belief."*

Individual's Name (TYPED):

Individual's Title (TYPED):

Written signature: \_\_\_\_\_

Date:

This proposal information **is not** counted toward the 25-page limit.

**Appendix C: Documentation of Previous Phase II awards**

If the small business concern has received ANY prior Phase II award from any Federal agency in the prior 5 fiscal years, submit the following information for each award:

Name of awarding agency:

Date of award:

Funding agreement number:

Amount:

Title of project:

Follow-on agreement amount (if any):

Source and date of commitment:

Current commercialization status:

This proposal information **is not** counted toward the 25-page limit.

### **Appendix D: Budgets**

In Appendix D, offerors must provide justification by including a detailed narrative description for each Phase I budget line item and Phase II budget line item. The Phase II budget should be a separate budget from Phase I and should follow. For each budget:

- Budget information should be displayed in a spreadsheet.
- All personnel should be listed by name.
- The number of hours assigned to the project for personnel should be included.
- Hourly rates for personnel should be included.
- Labor costs per person should be included.
- Budgets for travel funds must be justified and related to the needs of the project.
- Cost sharing should not be included.
- The Phase I Budget should not exceed \$100,000 for a six-month project, including subcontracts, indirect costs and fees, but excluding any proposed cost sharing.
- Phase II Budget should not exceed \$750,000 for a 2-year project, including subcontracts, indirect costs and fees, but excluding any proposed cost sharing.
- The SBA has stated that SBIR funding agencies are to provide for a reasonable fee or profit on SBIR funding agreements, including grants, consistent with normal profit margins provided to profit-making firms for R/R&D work (SBIR “Policy Directive”).

This proposal information **is not** counted toward the 25-page limit.

## **Appendix E: Human Subjects**

As Appendix E to the proposal, offerors should include information on human subjects if it is applicable to their proposed research. The narrative must be brief and to the point. For exempt research activities involving human subjects, the offeror must identify the exemption(s) that applies and provide sufficient information to allow ED to determine that the designated exemption(s) is appropriate. Normally, the exempt narrative can be provided in one paragraph. For covered (nonexempt) research, the offeror must cover the following seven points:

1. Human subjects involvement and characteristics. Provide characteristics of the subject population: anticipated number, age range, health status. Identify the criteria for inclusion or exclusion of any subpopulation.
2. Sources of materials. Identify sources of research material. Indicate whether the material or data will be obtained specifically for research purposes or whether use will be made of existing specimens, records, or data.
3. Recruitment and informed consent. Describe plans for the recruitment of subjects and the consent procedures to be followed.
4. Potential risks. Describe potential risks (physical, psychological, social, legal, or other) and assess their likelihood and seriousness.
5. Protection against risk. Describe procedures for protecting against or minimizing potential risks.
6. Importance of knowledge to be gained. Discuss why the risks to subjects are reasonable in relation to the anticipated benefits to subjects and in relation to the importance of the knowledge that may reasonably be expected to result.
7. Collaborating site(s). If research involving human subjects will take place at collaborating site (s), name the sites and briefly describe their involvement or role in the research. Normally, the seven-point nonexempt narrative can be provided in two pages or less.

Projects involving research on human subjects will require contractor compliance with the Department of Education's Protection of Human Subjects Regulations, 34 CFR Part 97. Copies of the Department of Education's regulations for the Protection of Human Subjects and related guidance are available at the ED website at:

<http://www.ed.gov/about/offices/list/ocfo/humansub.html>

For a quick overview, see in particular "Information About the Protection of Human Subjects in Research Supported by the Department -- Overview." For this and other information, you can also contact:

Protection of Human Subjects in Research Coordinator  
Grants Policy and Oversight Staff (GPOS)  
Office of the Chief Financial Officer

Washington, DC 20202- 4250  
(202) 245-6153

If the work is subject to the human subjects research regulations, no research involving human subjects can be initiated until the contractor has met the regulations' requirements.

Unless all the proposed human subjects research meets one or more of the regulation's exemptions, the contractor will be requested to obtain the Federal Wide Assurance, unless it already has one, and to have the project's research protocol reviewed and approved by an IRB. The costs related to obtaining required Institutional Review Board reviews can be included as a direct cost, provided the costs are necessary and reasonable.

**YOU DO NOT NEED AN ASSURANCE OR IRB APPROVAL AS A CONDITION OF OFFERING FOR THIS CONTRACT.**

Additionally, contractors must comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, 34 CFR Part 99. FERPA is a law that protects the privacy of students' education records. Under FERPA an educational agency or institution may not have a policy or practice of disclosing education records, or personally identifiable information from education records, without the prior written consent of the parents of students who are or who have been in attendance, unless the disclosure meets one of the exceptions noted in the law. (Once a student reaches 18 years of age or attends a postsecondary institution, written consent must be obtained from the student.)

For additional information or technical assistance, you may call (202) 260-3887 (voice). Individuals who use TDD may call the Federal Information Relay Service at 1-800-877-8339. Or you may contact us at the following address:

Family Policy Compliance Office -- U.S. Department of Education  
400 Maryland Avenue, SW -- Washington, D.C. 20202-5920

Information is also available on the ED website at:  
<http://www.ed.gov/policy/gen/guid/fpco/index.html>

This proposal information **is not** counted toward the 25-page limit.

**Appendix F: Department of Education Required Forms**

In addition to registering in CCR and ORCA, offerors must complete Appendix F certifications, contained in this appendix. Offers without completed Appendix F certifications are not eligible for award.

**F.1 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)**

Based on a FAR change, specifically in reference to FAR clauses 52.204-8, Annual Representations and Certifications, and 52.212-3, Offeror Representations and Certifications - Commercial Items, vendors are required to use the Online Representations and Certifications Application (ORCA), a new, web-based, Federal Integrated Acquisition Environment (IAE) initiative that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations (FAR). Vendors should go to <http://orca.bpn.gov/> to complete the requirements of the solicitation. However, all FAR and ED clauses NOT in ORCA should still be completed. The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

\_\_\_\_\_  
(Name of Offeror) (RFP No.)  
\_\_\_\_\_  
(Signature of Authorized Individual) (Date)

\_\_\_\_\_  
(TYPED NAME OF AUTHORIZED INDIVIDUAL) Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. The Representations and Certifications must be executed by an individual authorized to bind the offeror.

**F.2 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: \_\_\_\_\_

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

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

(C) Telephone Number: \_\_\_\_\_

(D) Individual(s) to contact re this proposal: \_\_\_\_\_  
\_\_\_\_\_

(E) Cognizant Government:  
Audit Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Auditor: \_\_\_\_\_

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:  
Sales:  
Government cost-reimbursement type prime contracts and subcontracts: \$ \_\_\_\_\_  
Government fixed-price prime contracts and subcontracts: \$ \_\_\_\_\_  
Commercial Sales: \$ \_\_\_\_\_  
Total Sales: \$ \_\_\_\_\_

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.  
Total Sales for First Preceding Fiscal Year \$ \_\_\_\_\_  
Total Sales for Second Preceding Fiscal Year \$ \_\_\_\_\_

(G) Is company an ED rate entity or division?  
\_\_\_\_\_  
If a division or subsidiary corporation, name parent company:  
\_\_\_\_\_

(H) Date Company Organized: \_\_\_\_\_

(I) Manpower:  
Total Employees: \_\_\_\_\_  
Direct: \_\_\_\_\_  
Indirect: \_\_\_\_\_  
Standard Work Week (Hours): \_\_\_\_\_

(J) Commercial Products: \_\_\_\_\_  
\_\_\_\_\_

K) Attach a current organizational chart of the company.

(L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

Estimated/ Standard



	Actual Cost	Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____
Has your cost estimating system been approved by any Government agency? Yes _____ No _____		
If yes, give name and location of agency: _____		
_____		
Has your cost accumulation system been approved by any Government agency? Yes _____ No _____		
If yes, give name and address of agency: _____		
_____		

(M) What is your fiscal year period?  
(Give month-to-month dates):

---

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

(N) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency:

\_\_\_\_\_

Date of last pre-award audit review by a Government agency:

\_\_\_\_\_

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(O) Cost estimating is performed by:  
Accounting Department: \_\_\_\_\_  
Contracting Department: \_\_\_\_\_  
Other (describe) \_\_\_\_\_

(P) Has system of control of Government property been approved by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency:

---

(Q) Purchasing Procedures:

Are purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_

Has your purchasing system been approved by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name and location of the Government agency:

---

(R) Does your firm have an established written incentive

compensation or bonus plan? Yes \_\_\_\_\_ No \_\_\_\_\_

**F.3 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)**

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former ED employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

**F.4 310-6 DUPLICATION OF COST (MARCH 1985)**

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

**F.5 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)**

The offer  does,  does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

---

---

---

---

(Date)

This proposal information **is not** counted toward the 25-page limit.

**H.2 307-13 DEPARTMENT SECURITY REQUIREMENTS (APRIL 1999)**

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in:

- A. The Statement of Work of this contract;
- B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);

C. The U.S. Department of Education, Information Technology Security Policy; and

D. The U.S. Department of Education, Administrative communications System (ACS) Handbook OIG-1, Personnel Security-Suitability.

The Contractor may arrange to review copies of the above referenced documents by contacting the Contract Specialist at telephone number (202) 708-8283. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

## **H.6 307-17 CONFLICTS OF INTEREST (AUGUST 2007)**

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

\* financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

\* significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or

\* significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services,

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity. In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, § 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, § 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

2. In accordance with clause 307-17 entitled Conflict of Interest Clause, the following plan shall be submitted to the Contracting Officer:

ATTACHMENT A

The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror.

3. The following clause is add to Section H of the contract:

#### Section H - Conflict of Interest Certification

(A) The contractor, subcontractor, employee or consultant, by signing the form in Attachment A, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in situations such as the following:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.
2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,
3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- \* financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

- \* significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or

- \* significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services,

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity. In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, § 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, § 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

4. In accordance with Section K certification requirement, the Conflict of Interest Certification shall be submitted to the Contracting Officer with the proposal:

The Offeror, \_\_\_\_\_, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. \_\_\_\_\_ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflicts of Interest (or apparent conflicts of interest).

Offeror's Name \_\_\_\_\_

RFP/Contract No. \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Appendix G: Letters of interest or endorsement**

In Appendix G, offerors may also provide up to 5 letters of interest or endorsement. Each letter must not exceed 1-page in length. Letters must adhere to the requirements as set forth on p. 23 of this solicitation. (*Warning: Letters that exceed the 1-page limit will be removed from the proposal.*)

This proposal information **is not** counted toward the 25-page limit.