

U.S. Department of Education

SMALL BUSINESS INNOVATION RESEARCH PROGRAM

**PHASE I
REQUEST FOR PROPOSALS**

RFP Number: Ed-08-R-0007

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 5, 2007

**CLOSING DATE: January 22, 2008
12:00 Noon, Eastern Time**

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**U.S. DEPARTMENT OF EDUCATION
INSTITUTE OF EDUCATION SCIENCES (IES)
SMALL BUSINESS INNOVATION RESEARCH (SBIR)
PHASE I
PROGRAM SOLICITATION FOR FY 2008**

1. PROGRAM OVERVIEW

A. Introduction

The Department of Education's (ED) Institute of Education Sciences (Institute) invites small business firms to submit Phase I research proposals under this program solicitation entitled Small Business Innovation Research (SBIR). 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.¹

The purpose of this 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

The SBIR program consists of three phases.

Phase I. – Phase I determines, 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. Institute 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 proposal, 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.

Both Phase I and Phase II awards may include a reasonable profit/fee.

¹ 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 (Phase I & II) option. – A Fast-Track proposal is a single proposal that contains both Phase I and Phase II activities. Through the Fast-Track option, the Institute intends to fund meritorious proposals that have a high potential for the commercialization of technologically innovative products that contribute to improved student learning and academic achievement in the field of education. By incorporating a submission and review process in which the key activities of Phase I and Phase II are submitted and reviewed concurrently, Fast-Track has the potential to minimize any funding gap between the Phase I and Phase II periods. For more information and for instructions on how to submit a Fast-Track proposal, view the Institute’s 2008 Fast-Track Solicitation at <http://www.fedbizopps.gov>., Solicitation Number: ED08R0007.

NOTE: In order to apply for Fast-Track funding, offeror’s must submit *both* 1) a full Phase I proposal *and* 2) a Fast-Track proposal. Fast-Track proposals that are submitted without a Phase I proposal will not be evaluated.

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 total 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 total 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 of Phase I awards will be determined based on the number of high quality proposals that are submitted and the availability of funds. The Institute expects to announce Phase I awards by March, 2008. The Phase I project start date should be between June 1 and June 30, 2008. Successful offerors have up to 6 months to carry out the proposed Phase I effort. Specific instructions for the preparation and submission of Phase II proposals will be sent to qualifying Phase I awardees near the completion of the Phase I work in November 2008.

G. Important Notices

Award Limits

The Institute has the following award limits for the SBIR program:

Phase I limit -- \$100,000

Phase II limit -- \$750,000

The Institute is under no obligation to fund any specific proposal or make any specific number of awards in a given research priority area. The Institute 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.

2. AGENCY CONTACTS

All questions must be directed in writing to John Machen. Any responses would be posted as an amendment to the solicitation on FedBizOpps. The Government cannot guarantee that questions submitted after December 21, 2007, will receive a response.

John Machen
Contract Specialist
US Department of Education
550 12th Street, SW Room 7119
Washington, DC 20065-4230
Phone: (202) 245-6009
Email: John.Machen@ed.gov

Joseph Gibbs
Contract Specialist
US Department of Education
550 12th Street, SW Room 7121
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Phone: (202) 245-6016
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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 Underutilized 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.

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. CONTRACT PROPOSAL PREPARATION INSTRUCTIONS AND REQUIREMENTS

A. Proposal Requirements

A proposal to the Institute under the SBIR program shall present a sound approach to the research and development 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 Institute's SBIR program priorities. The proposal should also 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 Institute's standpoint, a Phase I SBIR project would be successful if:

At the end of a 6-month Phase I period, the investigators had: (1) developed a functioning prototype of an education technology product, and (2) conducted research to determine the feasibility of the prototype for implementation in a school or other formal education delivery settings. This form of feasibility research typically involves observation and collection of data on the users of the prototype (e.g., students, teachers, principals) in laboratory and school settings.

For planning purposes, from the Institute's standpoint, a funded Phase II SBIR project would be successful if at the end of a 2-year Phase II period, the investigators had: (1) developed a commercially viable education technology product (including materials and components necessary for implementation of the product in a school), (2) evaluated the efficacy of the product for attaining the intended outcomes (e.g., improving student reading achievement), and (3) developed a commercialization plan for the sale and 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 to small firms in preparing a Phase I 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 no more than 15 pages in length;
- Offerors must ensure to include the required information in Appendices A, B, D, & F.

Your proposal should be formatted as follows:

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, proposals should 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 should not be smaller than 12 point.
- Type density, including characters and spaces, must 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. Graphs, color figures and charts should be able to be photocopied clearly 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 not required, nor is it necessary, to use binders, tabs, or blank color pages within the proposal to divide or delineate sections. Offerors are not required to use, nor is it necessary, to use forms or bindings, such as plastic covers bound by comb binding, 3-ring binders, or folders. Proposals should be bound by binder clips or 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 throughout the document.

D. Phase I 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. Those 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 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 those 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 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 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 Phase I proposal. No other cover pages are permitted to precede page i.

a) KEY INFORMATION FOR THE PHASE I PROPOSAL

- 1) Project title:
- 2) Name and website (if applicable) of the small business concern:
- 3) Name and contact information (address, phone/fax, and email) for the principle investigator:
- 4) Name and contact information for a representative of the concern authorized to represent the 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 on 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 should provide an abstract with the following two components. (*NOTE: Nothing in this section should be proprietary or confidential.*)
- 1) Technical Abstract (describing Phase I R/R&D) of no more than 200 words.
 - 2) Summary of Anticipated Results and Potential Commercial Proposals of the research for both Phases I and II of no more than 200 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 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 Disable Veteran Owned Small Business Certification –

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

- Yes No

[NOTE: The next item would be used as a tie-breaker in cases where there is a tie between offerors]

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."

Any other legend may be 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 Phase I proposal "3. Project Narrative – Technical Content" on page "1".

1. Significance.

- Describe the intended product that would be developed as a result of the Phase I and Phase II R/R&D. Describe the features or components of the product. Note the intended user of the product (e.g., middle school science students, struggling adult readers, school administrators). Describe how the proposed product will be implemented in a school or other formal 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? Note 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 problem in the field of education that the product would address.
- Describe the theoretical and empirical foundations for the product. For example, what theory and empirical evidence support that idea that the proposed product would improve student outcomes, improve the way teacher's teach, or the way administrators operate schools?
- Describe the proposed product's potential commercial application and why the product would be likely to be successful relative to similar education products (if similar products exist) or current education practices.

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.
- Describe the technological R/R&D procedures through which the prototype will be developed and through which the feasibility testing will occur. Describe the iterative research process that will be used throughout Phase I to collect data to inform further development. Describe the research process that will be used at the end of the Phase I period to demonstrate the feasibility of the prototype. Describe how the prototype will be functioning at the end of Phase I, including its main features and components.

In strong proposals, offerors should include details on the following:

- *Research questions.* Offerors should pose clear, concise hypotheses or research questions.
- *The sample* (e.g., students, teachers) *and settings* (e.g., laboratory, schools) *that will be used to assess the feasibility of the prototype.*
NOTE: Offerors should include one letter of agreement from a school or other formal education delivery setting that has agreed to participate in the feasibility testing of the prototype should Phase I be awarded. This letter should be no longer than 1-page, and can be included in [Appendix A](#).
- *The measures used in collecting feasibility data.* Offerors should clearly describe what needs to be observed in order to inform further development of the prototype and to determine if the prototype is operating as intended at the end of Phase I.
- *The procedures for determining if the prototype is functioning as intended* (e.g., Does the initial prototype of the software program crash when students use it? Are teachers able to integrate an initial version of the intervention within their existing curriculum?) Offerors should clearly describe how data will be collected and analyzed to determine feasibility. Observational, survey, or qualitative methodologies are encouraged.
- 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, and provide alternative strategies that would be considered in such circumstances.

4. Bibliographical Summary of Key Personnel Detailing Directly Related Work

- Identify all key personnel in Phase I. Provide a short biographical summary for all key personnel, focusing on the most relevant experience and publications.
NOTE: Each biographical summary within the proposal must be accompanied by two certifications in [Appendix B](#).

Biographical summaries must be included within the 15 pages. Certifications should not be included with the 15-page limit, but rather should be included in [Appendix B](#).

- 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. [See “Considerations” section for “Subcontracting Limits.”]
- For the Phase I effort, describe whether members of the investigative team bring qualified expertise in the following areas: technological R/R&D, and education theory, practice, and research. Describe their directly-related education, experience, and bibliographic information.

5. Facilities

- The conduct of advanced research may require the use of sophisticated instrumentation or computer facilities. The offeror should describe whether there is adequacy of support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors, to carry out necessary Phase I R/R&D.

6. Similar or Closely Related Proposals or Awards

- If the small business concern has received ANY prior Phase I or Phase II award(s) from IES, ED, or any other Federal agency for similar or closely related research, submit the name of the awarding agency, date of award, funding agreement number, amount and topic or subtopic title. Describe the technical differences and reasons why the proposed new Phase I research is different from the research conducted under prior SBIR awards. This required information shall be counted toward the proposal pages count limitation.

If an offeror elects to submit identical proposals or proposals containing a significant amount of essentially equivalent work under other Federal program solicitations, a statement must be included in this proposal indicating: The name and address of agencies to which proposal(s) was/were submitted; The date(s) of proposal submission and date(s) of award; The title, number and date of SBIR program solicitation under which proposal(s) was/were submitted; The applicable research priority in the program solicitation for each SBIR proposal submitted or award received; The titles of research projects; The name and title of the principal investigator for each proposal submitted.

WARNING

While it is permissible, with proposal notification, to submit identical or essentially equivalent proposals for consideration under numerous Federal program solicitations, it is unlawful to enter into funding agreements requiring essentially equivalent effort. If there is any question concerning this it must be disclosed to the soliciting agency or agencies before award.

7. Prior SBIR 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 name of awarding agency, the date of award, the funding agreement number, the amount, the topic or subtopic title, the follow-on agreement amount, source and the date of commitment and current commercialization status for each Phase II. This required proposal information shall not be counted toward proposal pages count limitation, and shall be included in [Appendix C](#) in the proposal.

8. Cost Breakdown/Proposed Budget

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

9. Human Subjects

Offerors should include information on human subjects (if applicable) 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 is to contribute to the solution of education problems and to provide reliable information about the effect 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, the Institute will make every effort to protect the confidentiality of the proposal and any reviews of the proposal. All Phase I proposals will be judged on a competitive basis solely against the evaluation criteria (see below under D).

B. Pre-Review Screening

All 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 "Section 4.2- Project Narrative-Key Information, Abstract, Certifications, Statements, and Legend"?
- Is the proposal's "Section 4.3 Project Narrative – Technical Content" 15 pages or less?
- Is the proposed R/R&D in the field of education, and applicable to the priority areas?
- In Appendix A, is there a letter of agreement from one school that has agreed to participate in the Phase I research?
- 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?

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

C. Technical Evaluation Review Panels

The technical evaluation review process is as follows:

- Each proposal that is approved through the pre-review screening process will be assigned to a Phase I technical evaluation review panel consisting of three reviewers from the agency, including research scientists and technology experts.
- The 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 criteria will be summed (for a maximum of 100 points).

- Proposals from all of the Phase I review panels will be ranked in order from highest average score out of 100 to lowest average score.
- 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 Phase I proposal will be evaluated according to the following criteria:

I. Significance (40 points)

- Did the offeror clearly describe the intended product that would be developed as a result of the Phase I *and* Phase II R/R&D. Are the intended user and anticipated outcomes described? Does the proposal provide a reasonable explanation as to how the product would be implemented in schools (or other formal education delivery setting) and integrated within existing practice?
- 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 (e.g., improved student learning)?
- Does the proposed technology have a high degree of potential to lead to a widely disseminated and utilized product?

II. Phase I Workplan (40 points)

- Does the workplan specify clear, appropriate, well-integrated, and measurable goals (milestones) for the technological development of the prototype?
- Is the research design adequate for collecting empirical data to inform development and for demonstrating the feasibility of the prototype at the end of Phase I?
- Is the workplan that is proposed appropriate for the 6-month period?
- Does the Phase I R/R&D provide a foundation for the Phase II efforts?

III. Project Team, Company/Resources, and Budget (20 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?
- Is there adequacy of support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors?
- Is the Phase I budget adequate to support the proposed project? Or, is the scope of the project beyond the amount of funding to be provided? Are the costs reasonable in relation to the objectives, design, and potential significance of the proposed project?

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:

For Phase I, an interim progress report is required and will be due at the end of month 3, and a final report is required and will be due at the end of month 6. The contractor shall email each report to the Contracting Officer's Representative and to the Contract Specialist.

The interim report shall include a brief description of the technological R/R&D carried out up to the end of month 3, the plans for feasibility testing, an update on any obstacles encountered during the period, and an update on 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 descriptions of the prototype that was developed, the technological R/R&D process, the findings or results from the feasibility testing, an update on any obstacles encountered during the period, and of the potential commercial applications which would 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.

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.”

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. 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 shall be paid upon completion of the final project summary report, normally 6 months after project start. The invoice shall accompany the final summary report.

Contractors may propose to receive up to 2 payments during the Phase I portion of the contract. Contractor's may propose a payment of no more than 50% of the Phase I price to accompany the successful completion of the Interim Progress Report.

C. Government Performance and Results Act

The Government Performance and Results Act (GPRA) of 1993 places new management expectations and requirements on Federal departments and agencies by creating a framework for more effective planning, budgeting, program evaluation, and fiscal accountability for Federal programs. The intent of the Act is to improve public confidence by holding departments and agencies accountable for achieving program results. Departments and agencies should clearly describe the goals and objectives of their programs, identify resources and actions needed to accomplish these goals and objectives, develop a means of measuring progress made, and regularly report on their achievement.

The purpose of the SBIR program is to stimulate technological innovation in the private sector, strengthen the role of small business in meeting Department of Education research or research and development (R/R&D) needs, increase the commercial proposal of ED-supported research results, and improve the return on investment from Federally-funded research for economic and social benefits to the Nation. Grantees are required to report on the progress of their work throughout the award period and submit final reports to the U.S. Department of Education.

D. 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 (4- or 5-year 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 (consistent with appropriate national security considerations, if any) material developed with ED support. The 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 4 year period (that may be extended by subsequent SBIR funding agreements) to allow the awardee a reasonable time to pursue a patent.

E. 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.

F. Contractor Requirements

Upon award, the contractor will be required to make certain legal commitments through acceptance of numerous provisions in the Phase I 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 US 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 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/clibrary/humansub.html>

G. 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.

H. 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 Phase I proposal.

I. 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.

J. 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.

K. 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:**

John Machen
US Department of Education
550 12th Street, SW #7119
Washington, DC 20202-4230

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

If hand-delivering proposals, check-in at the security desk and call John Machen at (202) 245-6009 or William Spitzgo at (202) 245-6497 to accept the proposal.

The due date and time for the receipt of proposals is 12:00 Noon EST on January 22, 2008.

NOTE: Faxed or emailed proposals will not be reviewed.

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

- **One (1) original Phase I proposal and three (3) copies of the Phase I Proposal**
- **Two (2) Compact Discs with an electronic version of the Phase I proposal in one or both of the following formats: Microsoft Word (Word) and/or Portable Document Format (PDF).**

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

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. 2008 PRIORITY AREAS (3)

For fiscal year 2008, the Institute has selected three priorities for the SBIR program. These priorities consist of the development of technological products that directly or indirectly lead to improved student learning and academic achievement in a school or formal education setting, from pre-kindergarten through the post-secondary level.

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 be within one (or more) of the following content areas: reading, writing, math, science, or social and behavioral contexts for academic learning.²

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

- Products for teachers to use must be within one (or more) of the following content areas: reading, writing, math, science, or social and behavioral contexts for 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), 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, as an 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.

²For 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's (NCER) 2008 Request for Applications at <http://ies.ed.gov/funding/pdf/2008305.pdf>

- 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.

For both 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. The Institute 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, or for other funding opportunities for education technology development and evaluation, offerors are strongly encouraged to consult the National Center for Education Research (NCER) Request for Applications for research grant competitions <http://ies.ed.gov/ncer/funding/> and the National Center for Special Education Research (NCSER) Request for Applications for research grant competitions <http://ies.ed.gov/ncser/funding>.

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

Small Business Administration (SBA)

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

Small Business Administration (SBA)

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

Institute of Education Sciences (IES)

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

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

National Center for Education Research: <http://ies.ed.gov/ncer/>

National Center for Special Education Research Funding Opportunities:

<http://ies.ed.gov/ncer/funding/>

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://www.ed.gov/about/offices/list/ies/ncee/eric.html>

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

10. PHASE I PROPOSAL PACKAGE CHECKLIST

CHECK:

- CLOSING DATE: JANUARY 22, 2008 at 12PM ET**
- Have you prepared the proposal according to the instructions set forth?
- Does “**Section 4.3 Project Narrative Technical Content**” contain **no more than 15 pages**?
- Are issues (and, if applicable, exemptions) relating to **Research Activities Involving Human Subjects** adequately addressed?
- Have you included all the required components of the “**Project Narrative - ABSTRACT**” section?
 - Key Information;
 - Abstracts;
 - Certifications;
 - Statements; and,
 - Legend
- Have you addressed each of the components of the “**Project Narrative – TECHNICAL CONTENT**” section? Including –
 - Significance;
 - Quality of Project Design for Phase I;
 - Quality of Project Personnel; and,
 - Adequacy of Resources
- Did your Phase I Workplan describe the R/R&D process in which a prototype of an education technology product would be developed?
- 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, D, and F.

Appendix A: Letter of Agreement to Participate in the Phase I R/R&D

In Appendix A, offerors should provide one letter of agreement from a school that has agreed to participate in the Phase I research to test the feasibility of the prototype. The letter must not exceed 1 page in length.

This proposal information **is not** counted toward the 15-page limit.

Appendix B: Biographical Summary Certification Pages

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

NOTE: Each individual's biographical summary must be included within Section 4.3.4 (not in Appendix B). Biographical summaries will be counted toward the 15-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 15-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 15-page limit.

Appendix D: Budget

In Appendix D, offerors must provide justification by including a detailed narrative description for each Phase I budget line item. 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.

Phase I Budgets should not exceed \$100,000 for a six-month 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 15-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 Institutional Review Board (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 15-page limit.

Appendix F: Department of Education Required Information (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/ Actual Cost	Standard 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 Education Department (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 15-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.

K 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 K of the contract:

Section K - 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 pp. 29-35 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 30-page limit.