

**U.S. Department of Education  
Institute of Education Sciences  
SMALL BUSINESS INNOVATION RESEARCH PROGRAM**

**SPECIAL EDUCATION FAST-TRACK (PHASE I & PHASE II) OPTION**

**PROGRAM SOLICITATION FOR FY 2012  
REQUEST FOR PROPOSALS**

**RFP Number: ED-IES-12-R-0005**

**PRIORITY: Education Technology Products Used by Infants, Toddlers, or Students With or At Risk for Disabilities, or Teachers (or other Instructional Personnel, Related Services Providers, or Family Members) in Early Interventions or Special Education**

**ISSUE DATE: January 3, 2012**

**CLOSING DATE: February 22, 2012  
11:00 A.M., Eastern Time**

**SPECIAL EDUCATION FAST-TRACK**

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U.S. DEPARTMENT OF EDUCATION  
INSTITUTE OF EDUCATION SCIENCES  
SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM SOLICITATION  
FY 2012

*SPECIAL EDUCATION* FAST-TRACK (PHASE I & II) OPTION

REQUEST FOR PROPOSALS RFP# ED-IES-12-R-0005

**I. PROGRAM OVERVIEW**

**A. Introduction**

The U.S. Department of Education (ED) invites qualified small business firms to submit a SBIR Special Education Fast-Track proposal under this program solicitation. **This solicitation is for offerors who are submitting a SBIR Special Education Fast-Track proposal (Phase I *and* Phase II combined into one proposal) to develop an education technology product for use by infants, toddlers, or students with or at risk for disabilities, or teachers (or other instructional personnel, related services providers, or family members) in early interventions or special education.**

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 prime contractor.<sup>1</sup>

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

**B. SBIR Program Description and Award Levels**

The SBIR program consists of three phases, as described below. The current solicitation is for submitting a SBIR Special Education Fast-Track proposal in 2012.

Phase I – Phase I is to determine, insofar as possible, the scientific or technical merit of ideas submitted under the SBIR program. The proposal shall concentrate on R/R&D that will establish the feasibility of the technological approach, a prerequisite for further ED support in Phase II. Awards are for periods up to 6-months in amounts up to \$150,000.

Phase II – Phase II is to expand on the results of and to further pursue the development of Phase I projects. Phase II is the principal R/R&D effort. It requires a more comprehensive plan that outlines the effort in detail and describes the commercial potential of the product. Awards are for periods up to 2-years in amounts up to \$900,000.

Phase III – In Phase III, the small business uses non-SBIR capital to pursue commercial proposals of the R/R&D.

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

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<sup>1</sup> Note: 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.”

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

- In order to apply for SBIR Special Education Fast-Track funding, offerors must submit *both* (1) a full SBIR Phase I proposal *and* (2) a Fast-Track proposal. **SBIR Fast-Track proposals that are submitted without a full Phase I proposal will not be evaluated.** (See Section VI "Proposal Submittal Information," for instructions on submitting a full Phase I proposal and a Fast-Track proposal within the same package.)
- The SBIR Special Education Fast-Track proposal includes descriptions of the proposed Phase I activities and the proposed Phase II activities.
- In the Phase I portion of the SBIR Special Education Fast-Track proposal, the offeror must (1) describe the significance of the project; (2) specify clear, measurable goals (milestones) that detail the development of a functioning prototype of a technology product in early intervention or special education programs; and (3) specify a research plan to test the feasibility of the prototype. This work must be achieved prior to initiating Phase II, as it will be used to judge the success of the Phase I effort.
- In the Phase II portion of the SBIR Special Education Fast-Track proposal, the offeror must (1) specify clear, measurable goals (milestones) that detail the R/R&D process through which the prototype will become, or will be on a trajectory to become, a commercially viable technology product for early intervention or special education programs, (2) provide a research plan to test the feasibility, usability, and promise of the product for achieving the intended outcomes when implemented in an early intervention or special education delivery setting, and (3) detail a commercialization plan for the sale and distribution of the product.
- The Phase I proposals will be evaluated by a Phase I Special Education Technical Evaluation Review Panel. The Phase I Technical Evaluation Review Panel will not have access to the SBIR Special Education Fast-Track proposal that was submitted in the same package.
- After the review of the Phase I proposals, if an offeror's Phase I proposal is under consideration for a Phase I award, the SBIR Special Education Fast-Track proposal will then be evaluated. *In cases where an offeror's Phase I proposal is not under consideration for a Phase I award, the SBIR Special Education Fast-Track proposal will not be evaluated.*
- All eligible SBIR Special Education Fast-Track proposals will be evaluated by a Fast-Track Special Education Technical Evaluation Review Panel. The SBIR Special Education Fast-Track proposal will receive a single rating for the proposed Phase I and Phase II project.
- The government reserves the right to award a contract solely for Phase I to offerors who have also submitted a SBIR Special Education Fast-Track proposal. Offerors who submit a SBIR Special Education Fast-Track proposal who are unwilling to accept a Phase I-only award, should not submit a proposal.

**NOTE:** Offerors who intend to submit a proposal through the SBIR Special Education Fast-Track option ***must submit both 1) a full Phase I proposal and 2) a SBIR Special Education Fast-Track proposal in the same package.*** For the SBIR Special Education Fast-Track option in 2012, when an offeror's Phase I proposal is not under consideration for an award, the SBIR Special Education Fast-Track (Phase I & Phase II) proposal will not be reviewed.

- ❖ For specific SBIR Special Education Fast-Track proposal submittal information, view Section VI of this solicitation.
- ❖ For more information on preparing the full Phase I proposal, view the [Phase I solicitation here](#).

### **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 ED, 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](#). 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 II).

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 contract 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 contract 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 priority areas listed in this program solicitation (see Section IX for the priority under this solicitation). There is no limitation on the number of different proposals that an offeror may submit under this competition. However, additional packages with duplicate proposals will not be reviewed.

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

## IES SBIR Special Education 2012 FAST-TRACK RFP

ED is required under P.L. 106-554 to participate in the SBIR program. The Government's obligation is contingent upon the availability of appropriated funds from which payments are made. ED is not bound by the estimates given below.

The number of SBIR Special Education Fast-Track awards shall be determined based on the number of high quality proposals that are submitted and the availability of funds. It is expected that ED will announce the SBIR Special Education Fast-Track awards on the [Federal Business Opportunities](#) website in June 2012. All offerors shall receive notification and reviewer evaluations from ED approximately two weeks after the announcement on the Federal Business Opportunities website.

The Phase I portion of the SBIR Special Education Fast-Track project start date shall be June 15, 2012. Successful offerors have up to 6-months to carry out the proposed Phase I effort. The decision to fund the Phase II portion of the SBIR Special Education Fast-Track award will occur in December 2012, after the successful completion of the technical objectives that are set forth for the Phase I period, and after the submission and review of the Phase I final report. Awardees whose Phase I objectives are achieved will proceed to Phase II. Awardees whose objectives are not met will not be funded during Phase II. The Phase II portion of the Fast-Track project start date shall be January 3, 2013. Successful offerors have up to 2-years to carry out the proposed Phase II effort.

***NOTE: Prior to the posting of the awards on the Federal Business Opportunities website, offerors should not contact ED personnel with questions regarding the timing of the announcement.***

### **G. Important Notices**

#### **Award Limits**

This Department has an award limit of \$150,000 for Phase I of the SBIR Special Education Fast-Track in 2012.

This Department has an award limit of \$900,000 for Phase II of the SBIR Special Education Fast-Track in 2012.

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

### **H. 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>>.

### **I. AGENCY CONTACT**

All questions must be directed in writing to Contract Specialist, Scott Frankel. Any responses would be posted as an amendment to the solicitation on FedBizOpps. The Government cannot guarantee that questions submitted after January 13, 2012, 2 P.M. EST, will receive a response.

Scott Frankel  
Email: [Scott.Frankel@ed.gov](mailto:Scott.Frankel@ed.gov)

**IES SBIR Special Education 2012 FAST-TRACK RFP**

*NOTE: Prior to the posting of the awards on the Federal Business Opportunities website, offerors are advised to not contact ED personnel with questions regarding the timing of the announcement.*

## **II. DEFINITIONS**

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

### **A. Affiliate**

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

### **B. Awardee**

The Small Business Concern (SBC) receiving an SBIR contract.

### **C. 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.

### **D. 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.

### **E. 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.

### **F. 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.

### **G. Feasibility**

The extent to which the product (or prototype if during Phase I) operates or functions as intended when used by the intended end-user.

### **H. 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.

**I. Historically Underutilized Business Zone (HUBZone)**

An SBC meeting the following criteria:

- Located in a “historically underutilized business zone” or HUBZone area located in one or more of the following:
  - A qualified census tract (as defined in section 42(d)(5)(C)(i)(I) of the Internal Revenue Code of 1986);
  - 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
  - Lands within the boundaries of federally recognized Indian reservations.
- Owned and controlled by one or more US Citizens; and
- At least 35% of its employees must reside in a HUBZone.

**J. 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.

**K. 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.

**L. 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.

**M. 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 shall be included if their involvement meets the definition of Key Personnel. Consultants shall 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.

**N. 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. 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>>.

**O. 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.

**P. 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.

**Q. 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 contract.

**R. Prototype**

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

**S. Research or Research and Development (R/R&D)**

Any activity that is:

- A systematic, intensive study directed toward greater knowledge or understanding of the subject studied;
- A systematic study directed specifically toward applying new knowledge to meet a recognized need; or
- 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.

**T. SBIR Technical Data**

All data generated in the performance of any SBIR funding agreement.

**U. 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. (See FAR 52.277-20, Rights in data – SBIR program.)

**V. Small Business Concern**

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

- is organized for profit, with a place of business located in the United States, that operates primarily within the United States or that makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor;
- is in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the firm 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;
- 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
  - has, including its affiliates, not more than 500 employees.

**W. Socially and Economically Disadvantaged Individual**

A member of any of the following groups:

- Black Americans;
- Hispanic Americans;
- Native Americans;
- Asian Pacific Americans
- Subcontinent Asian Americans;
- 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).

**X. Subcontract**

Any agreement, other than one involving an employer/employee relationship, entered into by an awardee of a contract calling for supplies or services required solely for the performance of the original contract. For Phase I, the proposing firm must perform at least two-thirds of the R/R&D. For Phase II, the proposing firm must perform at least one-half of the R/R&D.

**Y. 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.

**Z. 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.

### **III. FAST-TRACK CONTRACT PROPOSAL PREPARATION INSTRUCTIONS AND REQUIREMENTS**

#### **A. Proposal Requirements**

The Department is concerned with the scientific and technical merit of all of the research it supports and the relevance of the research for improving the education system and student outcomes. Proposals to the Department under the SBIR program shall present a sound scientific and technical approach to the R/R&D of an education technology product for the purpose of improving student learning, teacher practices, or education research. The proposal must be self-contained and written with the care and thoroughness accorded to papers for publication.

Proposals submitted to the Department 's SBIR program must be responsive to the Department 's SBIR program priorities. The proposal shall 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 *shall not* be submitted because such efforts are considered the responsibility of the private sector.

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

It is ED's policy to use information included in proposals for evaluation purposes only and to protect such information from unauthorized use or disclosure. Although this policy does not require that the proposal bear a notice, protection can be assured only to the extent that the legend specified in the "Rights in Data – SBIR Program" 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. Content and Formatting Requirements**

This Fast-Track program solicitation is designed to reduce the investment of time and money required by small firms in preparing a proposal. *The proposal will be rejected if it does not conform to the requirements listed below.*

##### **1. What to Include, Page Limitations, and Page Numbering**

###### **a. Section III.E. Project Narrative – Key Information, Abstract, Certifications, and Legend**

This section must be no more than 3 pages in length and numbered as pages i, ii, and iii.

###### **b. Section III.F. Project Narrative – Technical Content**

This section must be no more than 25 pages in length. Pages shall be numbered consecutively beginning with the first page of this section numbered as "1." Any references, figures, charts, graphs, tables, or screen shots must be included within this 25-page section.

###### **c. Section X. Appendices**

Offerors must include the required information in Section X. Appendices A, B, E, and G are required for all offerors. (Appendices C "Similar Awards or Proposals" and D "Prior Phase II Awards" are required for offerors with previous awards that fit the criteria listed within.)

##### **2. General Format and Binding Requirements**

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

**a. Page and margin specifications**

For the purpose of proposals submitted under this solicitation, a “page” is 8.5 inches x 11 inches, on one side only, with 1 inch margins at the top, bottom, and both sides.

**b. Spacing**

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.

**c. Type specifications (font specifications)**

Type must conform to the following requirements:

- The height of the letters must not be smaller than 12 point.
- Type density, including characters and spaces, shall be no more than 15 characters per inch (cpi). For proportional spacing, the average for any representative section of text shall not exceed 15 cpi.
- Type size must yield no more than 6 lines of type within a vertical inch.
- Standard black type must be used for text to permit photocopying.
- Offerors must 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.

**d. Figures, charts, and graphs**

The proposal can contain color figures, charts, or graphs, but it must contain only material that reproduces well when printed out or photocopied in black and white. Such figures, charts, or graphs must be included within the 25-pages in this section.

**e. Binding proposals**

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

**f. Double-Sided Printing**

To conserve paper and save on shipping costs associated with the weight of the packages mailed, offerors are encouraged to submit proposals with double-sided printed pages (i.e., print on both sides of the page).

**D. SBIR Special Education Fast-Track Proposal Guidance**

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

**1. Contractor Registration**

Before ED can award a contract to a successful offeror under this solicitation, the offeror must be registered in the Central Contractor Registry (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. ORCA is a web-based system that centralizes, standardizes, and moves the collection and storing of contractor representation and certifications online.

- To register in CCR, go to [www.ccr.gov](http://www.ccr.gov) or call 1-888-227-2423.
- To register in ORCA go to <http://orca.bpn.gov/>.

Please contact the above sites directly for technical support. ED does not provide technical support for either CCR or ORCA. Offerors that do not have a current registration in both CCR and ORCA at the time of award will be excluded from the competition.

## 2. Contractor Certifications

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

## **E. Project Narrative – Key Information, Priorities, Abstract, Certifications, Statements and Legend**

*All of the “E. Project Narrative” components (1 through 6) must be included within pages i, ii, and iii of the Phase I proposal. No other cover pages are permitted to precede page i.*

### 1. Key Information for the SBIR Special Education Fast-Track Proposal

- Solicitation Number ED-IES-12-R-0005
- Small Business name
- Small Business address, phone, fax, and website
- Small Business DUNS Number
- Project title
- Typed name, signature, title, contact information (address, phone/fax, and email) and date of signature for the Principal Investigator
- Typed name, signature, title, contact information and date of signature for a representative authorized to represent the small business concern in negotiations
- Names and professional affiliations of all project team members

### 2. Priorities

Select the one priority area. See Section IX. for additional information on the Priority Area.

**PRIORITY: Education Technology Products Used by Infants, Toddlers, or Students With or At Risk for Disabilities, or Teachers (or other Instructional Personnel, Related Services Providers, or Family Members) in Early Interventions or Special Education**

### 3. Abstract

The offeror must provide an abstract with the following two components. *Nothing in this section should be proprietary or confidential.*

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

### 4. Certifications

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

- **Small Business Certification –**

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

Yes       No

The next four (4) items are for statistical purposes only.

- **Socially and Economically Disadvantaged SBC Certification –**

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

- Yes       No

- **Woman-owned SBC Certification –**

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

- Yes       No

- **HUBZone-owned SBC Certification –**

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

- Yes       No

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

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

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

Does the offeror qualify as a Service Disabled Veteran Owned Small Business?

- Yes       No

- **Manufacturing-Related Project Certification –**

If R/R&D from an eventual Phase II award 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.)*

## 5. Statements

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

- **Duplicate Research Statement –**

The offeror and/or principal investigator (choose one: "has" or "has not") submitted proposals for essentially equivalent work under other Federal program solicitations (choose one: "has" or "has not") received other Federal awards for essentially equivalent work? (Identify proposals and/or awards in "Appendix C. Similar or Related Awards or Proposals.")

- **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

## 6. 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 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 contract 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 contract 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 (insert page number here) of this proposal."

The use of any other legend is unacceptable to the Government and may constitute grounds for removing the proposal from further consideration without assuming any liability for inadvertent disclosure. The Government will limit dissemination of such information to/within official channels.

**F. R/R&D of products used by Infants, Toddlers, or Students With or At Risk for Disabilities, or Teachers (or other Instructional Personnel, Related Services Providers, or Family Members) in Early Interventions or Special Education**

**Project Narrative – Technical Content**

The project narrative must be titled "Project Narrative – Technical Content" and shall begin on page "1".

**1. Significance**

**a. Problem**

Describe the problem that the product is intended to address and justify the importance of investing in R/R&D to solve this problem.

**b. The product, its implementation, and the intended outcomes**

Describe the product that would be developed after Phase I *and* Phase II R/R&D is complete. Specify the intended user of this product (e.g., toddlers with disabilities in an early intervention program, middle school social studies students with or at risk for disabilities or guidance counselors working with high school students with or at risk for disabilities). Describe the features or components of this product and any additional materials required to support implementation (e.g., student or teacher handbooks). Describe how this product will function. Describe how this product would be implemented in an early intervention or special education delivery setting (e.g., special education classroom, supplemental education service, after school program). For example, would the product replace or supplement existing curricula, instructional approaches, or programs? How would it be integrated within existing practices as an intervention? Specify the intended outcomes that would come from using this product (e.g., improve school readiness, improve reading, or employment potential). For products to be used by teachers, specify outcomes at the teacher *and* the student level.

**c. Theoretical and empirical support, and the theory of change**

Describe the theoretical rationale and provide empirical evidence to support the idea that the proposed product will achieve the intended goals (e.g., improve student outcomes or improve the way teachers teach). Provide a theory of change for the product; the theory of change is an explanation of how the features or components of the product relate to each other and to the intended outcomes temporally, operationally, and theoretically (e.g., why A leads to B and the pathway through which A leads to B). Further, describe how the unique features or "active ingredients" of the product are hypothesized to produce the desired outcomes.

**d. Related R/R&D by the project team**

Describe significant R/R&D conducted by the project team members or by the proposing small business that is directly related to the proposal. Describe results from relevant research. Describe how previous R/R&D relates to and provides a foundation for the proposed effort.

**e. Similar products or typical practices**

Describe similar products or current typical practices in the proposed area of special education. Include a description of relevant research on these products or practices that is available. Describe why the proposed product is an improvement on these products or practices.

**2. Phase I Technical Objectives**

**a. Phase I R/R&D objectives**

State the specific objectives of the Phase I R/R&D effort. Clearly identify each of the components or features of the prototype that must be developed in Phase I and what work must be completed in order to have a fully functioning prototype. The Phase I R/R&D objectives shall include activities to test the feasibility of the prototype with the intended end-user.

**b. Project period**

Explain how the proposed objectives will be accomplished within a 6-month period. A timeline shall be included.

**3. Phase I Work Plan**

Offerors shall provide a detailed plan of the technological R/R&D activities 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 plan shall address the objectives detailed in Section III.F.2.a. (Phase I Technical Objectives). Offerors shall make clear how the work plan addresses each of the objectives.

**a. Development of the prototype**

As part of the plan, offerors shall describe the R/R&D procedures through which the prototype will be developed and the procedures that will be used to test and refine the prototype so that the completed prototype functions as intended. Describe the steps that will be followed to develop the prototype. Describe how and when data will be collected, the characteristics of the sample (e.g., children or students with disabilities), and the procedures for analyzing data to inform refinement and further development to produce a fully functioning prototype.

**b. Research on the feasibility of the prototype**

Offerors shall describe the research process that will be used to demonstrate the feasibility of the prototype. By "feasibility of the prototype," the Department means the degree to which the prototype operates as intended when used in an early intervention or special education delivery setting by the intended end-user (child, student, or teacher). Such research might involve conducting a small pilot test of the prototype being used in an early intervention or special education classroom setting by the students and collecting data to determine if students are able to use the prototype in the way that it is intended, whether students are attentive and engaged in learning when they use the prototype, and whether students appear to learn what they are intended to learn when they use the prototype. Offerors might include a think-aloud study in which a small sample of intended end-users use the product and say what they are thinking as they use the product. Such think-aloud studies can help developers, for example, identify instructions that are not clear, determine if users will click on links to obtain additional information, or detect trouble spots that users have difficulty navigating. Pilot studies shall include a small sample of individuals who are like those for whom the fully developed product is intended.

To describe the feasibility research, offerors shall include the following details:

*Research questions.* Offerors shall pose clear, concise hypotheses or research questions (e.g., Does the prototype function as intended? Are teachers and students able to follow the instructions for using the product? Are students engaged in the material when using the product?).

*Sample.* Describe the population (e.g., infants, children, or students with or at risk for disabilities, or teachers) and the setting (e.g., school or laboratory) that will be used in the R/R&D activities to develop the prototype and to assess the feasibility of the prototype. For the purpose of Institute's special education small business innovation research program, students, infants, and toddlers with disabilities are defined in Public Law 108-446, the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

*Measures.* Describe the measures that will be used in this research (e.g., where appropriate, information on reliability and validity of instruments).

*Procedures.* Describe when and how data will be collected to determine the feasibility of the prototype. Include a clear and detailed description of the data analysis procedures. For quantitative data, specific statistical procedures shall be described. The relation between hypotheses, and the independent and dependent measures shall be clear. For qualitative data, the specific methods used to index, summarize, and interpret data shall be delineated. Offerors shall specify how the collected data will be used to refine the product.

**c. Potential Problems, relation of Phase I R/R&D to Phase II R/R&D**

Describe any potential problem areas that are anticipated in Phase I and provide alternative strategies that would be considered in such circumstances. Discuss how the Phase I R/R&D will provide a foundation for the Phase II R/R&D effort.

**4. Phase II Technical Objectives**

**a. Phase II R/R&D objectives**

State the specific objectives of the Phase II R/R&D effort. Clearly identify any modifications that must be made to the product in order to have it function well in education delivery settings. Specify any materials or supplementary components (e.g., teacher's manual) that need to be developed in order to implement the product in early intervention or special education delivery settings. The Phase II R/R&D objectives must include activities to test the feasibility and usability of the product in an early intervention or special education delivery setting and to evaluate the promise for achieving the intended outcomes in that setting. By "feasibility of the product," the Department means the degree to which the product operates as intended when used in an early intervention or education delivery setting by the intended end-user. By "usability of the product," the Department means the degree to which the product is easily used and incorporated into the practices of the district, school, classroom, or other settings. By "promise of the product," the Department means the degree to which implementation of the product is associated with better outcomes when compared to typical or alternative practices.

**b. Project period**

Explain how the proposed objectives will be accomplished within a 2-year period. A timeline shall be included.

**5. Phase II Work Plan**

Offerors shall provide a detailed plan of the R/R&D activities that will occur in Phase II, including what will be done, where it will be done, and how it will be carried out. The Phase II R/R&D plan

shall address the objectives detailed in Section III.F.1.4.a (Phase II Technical Objectives). Offerors shall make clear how the work plan addresses each of the objectives.

**a. Full-scale development of the product**

Describe the R/R&D procedures through which the prototype will become (or will be on a trajectory to become) a commercially viable product. Describe any iterative research that will be used to collect data to inform the refinement of the product or any of its components or features.

**b. Research on feasibility and usability, and on the promise of the product to achieve the intended outcomes**

Offerors shall describe the research process that will be used to demonstrate the feasibility and usability of the fully developed product in an early intervention or special education delivery setting, and to evaluate the promise of the product to achieve the intended outcomes in the setting.

To describe the Phase II research, offerors shall include the following details:

- *Research questions.* Offerors shall pose clear, concise hypotheses or research questions (e.g., Does the product function as intended? Is implementation of the product associated with improved outcomes when compared to an alternative practice? Do teachers find the product easy to use and to incorporate into practice? Are students engaged in the material when using the product?).
- *Sample.* Describe the population (e.g., infants, children, or students with or at risk for disabilities, or teachers) and the setting (e.g., school) that will be used in the R/R&D activities to fully develop the product and to assess the feasibility and usability, and the promise of the product to achieve the intended outcomes. For the purpose of Institute's special education small business innovation research program, students, infants, and toddlers with disabilities are defined in Public Law 108-446, the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

***NOTE:** Offerors must include one (1) letter of agreement from an early intervention or special education delivery setting (e.g., school) providing agreement to participate in the Phase I and Phase II research should the proposal be awarded. This letter shall be no longer than one (1) page, and is to be included in [Appendix A](#).*

- *Measures.* Describe the measures that will be used in this research to test feasibility and usability, and the promise of the product for achieving the intended outcomes (e.g., where appropriate, information on reliability and validity of instruments).
- *Procedures.* Under Phase II, demonstration of the feasibility and usability of the product, and the evaluation of the promise of the product for achieving the desired outcomes, must occur in early intervention or special education delivery settings. Clearly describe what data will be collected, how and when it will be collected, and how the data will be analyzed. Include a clear and detailed description of the data analysis procedures. For quantitative data, specific statistical procedures shall be described. The relation between hypotheses, and the independent and dependent measures shall be clear. For qualitative data, the specific methods used to index, summarize, and interpret data shall be delineated.

Offerors shall propose research that is appropriate for the specific priority area. For **products used by infants, toddlers, or students with or at risk for disabilities**, a primary question of interest in testing the promise of the product to

achieve the intended outcomes is: "Does this product show promise for increasing child or student outcomes?" Such proposals must include child or student outcome data.

For **products used by teachers or intervention delivery providers**, a primary question of interest in testing the promise of the product to achieve the intended outcomes shall be either of the following:

(1) For products intended to facilitate instruction: "Does this product show promise for improving teacher *and* child or student outcomes?" Such proposals shall demonstrate that when teachers/intervention delivery providers use the proposed technology - their own performance as well as the children or students' performance would be improved. Such proposals must include teacher/intervention delivery provider outcome data and child or student outcome data; or

(2) For products intended to improve the efficiency or accuracy with which teachers carry out administrative responsibilities: "Does this product show promise for improving the ability of teachers/intervention delivery providers to carry out their job on some quantifiable measure (e.g., does the product reduce the amount of time teachers spend recording and calculating students' grades)?" Such proposals shall evaluate whether the product shows promise for improving the ability of teachers/intervention delivery providers to carry out their job in the area proposed.

Evidence of the promise of interventions shall include a comparison of performance on intended outcomes between those using the intervention and those who do not use the intervention. For example, testing the promise of products intended to directly improve infant, child, or student outcomes shall include pilot data testing whether performance on outcome measures in early intervention or special education settings using the product is associated with better outcomes when compared to students in similar settings using an alternative practice. However, the pilot study does not need to be a test of the efficacy of the intervention. Hence, it would be acceptable for the offeror to propose a small quasi-experimental study incorporating a comparison group with pretest and posttest data. Under this solicitation, evidence of the promise of the product could also be obtained using single-case experimental designs. Offerors shall be aware that reviewers are generally more convinced of the promise of the intervention for achieving the desired outcomes when the effect of the product on intended outcomes is compared to change in the intended outcomes over a comparable period for some other group or compared to the baseline condition for single-case experimental designs.

For products that are intended to indirectly improve child/student outcomes (e.g., through improving instruction or services that are provided), the pilot study shall compare the difference in the outcomes of those to be directly affected by the product (e.g., the differences in instruction between teachers who used the product and similar teachers who did not) and also compare the gains of students who are to be affected by the use of product with those who are not (e.g., those taught by teachers using the product versus those taught by teachers not using it).

**c. Potential problem areas**

Offerors shall describe any potential problem areas that are anticipated in Phase II, and provide alternative strategies that would be considered in such circumstances.

## **6. Commercialization Plan**

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

### **a. Project value, expected outcomes, and impact**

Describe the commercial potential of the proposed product.

### **b. Company**

Briefly describe the company. In the description, detail the following: the origins of the company, corporate objectives, core competencies, and present size (annual sales level and number and types of employees); the history of previous Federal and non-federal funding and subsequent commercialization and any current products that have significant sales; a vision for why the business will be a sustainable entity in the future and over time; and how this SBIR project would integrate with the overall business plan of the company.

### **c. Market, customer, and competition**

Describe the company's marketing and sales strategy. Describe the targeted market and provide a brief profile of the potential customer. Describe what hurdles must be overcome to gain market/customer acceptance of the product. Describe any strategic alliances, partnerships, licensing agreements, or endorsements that are in place to help market and sell your product. (Provide letters detailing such agreements or endorsements in [Appendix H.](#)) Give an overview of the current competitive landscape and any potential competitors over the next several years.

### **d. Intellectual Property (IP) protection and licensing**

Describe how the company is going to protect the IP of the product that results from the project. Also note other actions that may be considered that will constitute at least a temporal barrier to others aiming to provide a similar solution. Describe the steps that will be taken to license the product.

### **e. Finance plan**

Describe the necessary financing that will be required and when it will be required, as well as plans to raise the requisite financing to launch the product into Phase III and begin the revenue stream. Plans for this financing stage may be demonstrated in one or more of the following ways:

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

### **f. Production plan**

Describe how the production of the product will occur (e.g., in-house manufacturing or contract manufacturing).

### **g. Revenue stream**

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

Offerors through the SBIR Special Education Fast-Track mechanism are encouraged to seek commitment(s) of funds and/or resources from an investor or partner organization for

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

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

**Strong letters of interest or endorsement must be from organizations or individuals not affiliated with the project. Such letters endorse the significance and the commercial potential of the proposed product.**

Letters of interest or endorsement may come from investors, venture capital firms, future potential commercial partners, manufacturers, experts in the field, associations or organizations in the specific area of the proposal, or from school practitioners who would purchase or use the product if it were available.

Strong letters of endorsement (1) state the endorser's qualifications (e.g., why does this individual/organization have expertise in the area of the proposed product?), (2) refer to the specifics of the proposal including the commercialization plan, and (3) specify any future roles or involvement with the project should it be successful.

Strong commercialization plans in Section III.F.6 refer to the specifics of the letters of interest or endorsement that are included in [Appendix H](#).

For example, strong letters of support may

- demonstrate the intent of an outside organization (e.g., venture capital firm) to possibly provide or invest funds should the project goals be achieved and the market need still exist;
- detail a possible agreement between the offeror and an organization (e.g., a publishing company) to possibly assist in the distribution of the product should it be successfully developed, or
- demonstrate the intent of an outside organization (e.g., a reading or teacher association) to possibly provide an endorsement of the product should it become commercially viable.

Offerors shall *not* include letters of interest or endorsement from members of the project team, such as consultants or subcontractors, as the confirmation of involvement of members of the project team is to be provided in the Biographical Summary of Key Personnel (Section III.F.7. below) and can be discussed in terms of how the project is managed.

Offerors shall *not* include letters from banks or personal lenders as a means to demonstrate the potential availability of Phase III financing.

## **7. Project Team – Biographical Summary of Each Key Project Personnel**

Within this section in the 25-page narrative, offerors must list and provide a short biographical summary for each member of the project team, including consultants.

The project team should have expertise in education technology, special education theory and practice, special education research, research methods for the development and research of education technology (including experience performing research in early intervention or special education delivery settings), and in the commercial application of education or technology-related products. In addition, ED strongly encourages offerors interested in applying to this program to assemble research teams that collectively have expertise in the development of advanced technology (e.g., artificial intelligence capabilities), instructional design, and the targeted content domain (e.g., history or mathematics).

In the summary of the principal investigator, describe relevant educational qualifications and experience. List all other commitments that the principal investigator has during the proposed period of performance. Describe why this individual is capable of managing the proposed project. In the summary of each of the remaining key personnel, describe the role of each individual in the project, and describe relevant educational qualifications and experience.

***NOTE:** While biographical summaries must be included within the 25-pages, Appendix B must also include two certifications and a 1-page resumé for each of the key personnel listed above in 7. Project Team.*

#### **8. Resources**

The conduct of advanced R/R&D may require the use of sophisticated instrumentation or computer facilities. The offeror must describe the adequacy of available 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.

#### **9. Cost Breakdown/Proposed Budget**

Offerors must provide a Phase I narrative budget justification and budget spreadsheet and a Phase II budget narrative budget justification and budget spreadsheet in [Appendix E](#). The budget cannot exceed the maximum dollar amount of \$150,000 in Phase I and \$900,000 in Phase II. Proposals with budgets exceeding \$150,000 in Phase I and \$900,000 in Phase II will be rejected prior to review. See [Appendix E](#) for formatting requirements.

#### **10. Human Subjects**

Offerors shall include information on human subjects (if applicable) in [Appendix F](#). See [Appendix F](#) for information.

#### **11. Similar or Closely Related Awards or Proposals**

If the small business concern has received ANY prior Phase I or Phase II award(s) from ED, or any other Federal agency *for similar or closely related research*, submit the name of the awarding agency, the date of award, the funding agreement number, the amount, and the project title. Describe the technical differences and reasons why the proposed new Phase I (and eventually Phase II) research is different from the research conducted under prior SBIR awards. This required proposal information shall not be counted toward proposal pages count limitation and shall be included in [Appendix C](#) in the proposal.

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

submitted or award received; the titles of research projects; and the name and title of the principal investigator for each proposal submitted.

**WARNING**

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

**12. Documentation and Status of Prior SBIR Phase II Awards**

If the small business concern or the principal investigator (when previously at a different firm) has received ANY prior Phase II awards from any Federal agency in the prior 7 fiscal years, provide the following:

- Name of the awarding agency and office
- Dates of award (start and finish)
- Contract/grant number
- Award amount
- Title of the project
- A short description of the product that was developed as a result of the award
- Details on the commercialization history and current status of the product, including:
  - details on any follow-on agreements or partnerships
  - the marketing and sales strategy for how the product is made available for purchase (e.g., website, trade magazines, licensing agreements)
  - the sales history and revenue generated from the product
  - data on the number of past and current users (e.g., schools, students)
- Details on peer-reviewed journal publications resulting from the R/R&D of the product

This required proposal information shall not be counted toward proposal 25-page limit of the project narrative and shall be included in

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

##### **A. Introduction**

The goal of ED-supported R/R&D through the SBIR program is to contribute to the solution of education problems and to provide reliable information about the promise of products for improving learning or instruction. Reviewers will assess several aspects of the proposal in order to judge the likelihood that the proposed R/R&D will meet this goal. In the evaluation and handling of proposals, ED will make every effort to protect the confidentiality of the proposal and any reviews of the proposal. All SBIR Special Education Fast-Track proposals will be evaluated and judged on a competitive basis solely against the evaluation criteria (see below under D). Proposals will be initially screened to determine responsiveness. Proposals passing this initial screening will be technically evaluated to determine the most promising technical and scientific approaches. Each proposal will be judged on its own merit. The Agency is under no obligation to fund any proposal or any specific number of proposals in a given priority area.

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

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

- Does the proposal contain all of the information required under "III.E. Project Narrative-Key Information, Abstract, Certifications, Statements, and Legend"?
- Is the project narrative of the proposal 25-pages or less in length, excluding the cover pages (pages i, ii, & iii) and the Appendices?
- In Appendix B, is there a certification page and a 1-page resumé 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 E, is there a Phase I narrative budget justification and budget spreadsheet and a Phase II narrative budget justification and budget spreadsheet?

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

##### **C. Technical Evaluation Review Panels**

The evaluation review process is as follows:

- SBIR Special Education Fast-Track Technical Evaluation Review Panels will consist of three reviewers from the agency, including research scientists and technology experts. Reviewers will review proposals and complete written evaluations by identifying strengths and weaknesses for each of the evaluation criteria (listed below under D).
- Reviewers will assign scores based on these evaluation criteria, with the maximum number of points for each criteria listed in parentheses.
- Scores on each of the four criteria will be summed (for a maximum of 100 points).
- Proposals from all of the Special Education Technical Evaluation Review Panels will be ranked in order from highest average score out of 100 to lowest average score, with the top scores recommended for funding based on the availability of funds.
- Staff from ED's Contracts and Acquisition Management office 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 SBIR Special Education Fast-Track proposal will be evaluated according to the (1) Significance, (2) Phase I and II R/R&D Objectives and Work Plan, (3) Commercialization Plan,

and (4) Project Team, Company/Resources, and Budget. Details are described in the sections below.

**1. Significance (20 points)**

- Did the offeror justify the importance of solving the problem that the product will address? Is the proposed product likely to contribute to solving this problem?
- Did the offeror clearly describe the product – its features or components and any additional materials to support its implementation – to be developed as a result of the Phase I *and* Phase II R/R&D? Did the offeror clearly identify the intended user of the proposed product? Did the offeror clearly describe how the product is intended to function and how it would be implemented in an early intervention or special education delivery setting? Is there a clear description of the intended outcomes from using the product?
- Do the theoretical and empirical foundations for the project suggest that the product is likely to produce the intended outcomes? Is the theory of change logical and plausible?
- Would the proposed technology be an improvement on similar products or current typical practices?

**2. Phase I & II R/R&D Objectives and Work Plan (40 points)**

- Does the offeror provide a clear, logical, and complete set of Phase I and Phase II R&D objectives that detail what must be developed to produce a fully functioning product along with supporting materials that will enable the implementation of the product with infants, children, or students or at risk for disabilities, or teachers in early intervention or special education delivery settings, what must be accomplished to demonstrate the feasibility, usability, and promise of the product?
- Does the Phase I Work Plan specify clear, appropriate, well-integrated, and complete plans for the development and refinement of the prototype in Phase I?
- Is the Phase I research design appropriate for demonstrating the feasibility of the prototype by the end of Phase I?
- Does the Phase II Work Plan specify clear, appropriate, well-integrated, and complete plans for how the product will be fully developed and refined in Phase II?
- Is the Phase II research design appropriate for demonstrating the feasibility and usability of the product in an early intervention or special education delivery setting, and for evaluating the promise of the product for achieving the intended outcomes in an early intervention or special education delivery setting?
- Has the offeror provided one letter of agreement from an early intervention or special education delivery setting to participate in Phase II research?

**3. Commercialization Plan (20 points)**

- To what extent do the letters of interest and endorsement support the claim that the intended product would be commercially viable (should the project goals be achieved and the market need still exist)?
- Is the plan to sell (or disseminate) the product clear, well-integrated, and plausible given the current marketplace? Does the plan refer to specific details within the letters of interest or endorsement that are provided in Appendix H (e.g., a publishing company indicates a potential agreement to sell the proposed product on its website, a reading association indicates it may endorse the proposed product in its newsletter, a venture capitalist may invest in the proposed product, etc.)?
- Does the plan adequately account for the necessary financing required to sustain the project after Phase II funding expires, and to launch the innovation and begin the revenue stream?

- In addition to the above, the evaluation also considers a proposal's commercial potential as evidenced by the record of commercializing SBIR or other research by the small business and members of the project team.

**4. Project Team, Company/Resources, and Budget (20 points)**

- Does the principal investigator have the appropriate experience and training to oversee and manage the proposed project?
- Does the research team bring qualified expertise in the following areas: technological R/R&D; special education theory, practice, and research methods for the development and research of the proposed product; and commercialization of education or technology-related products?
- Is there adequate support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors?
- Are the narrative budget justifications for Phase I and Phase II appropriate for the project and in line with the budget line-items? Are the Phase I and Phase II budgets adequate to support the proposed project? Or, is the scope of the project beyond the scope of the funding to be provided?

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal shall 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.

## **V. CONSIDERATIONS**

### **A. Phase I Reports**

For Phase I, interim progress reports are required and will be due at the end of month one (1) and three (3). A final report is required and will be due at the end of month six (6). The contractor shall email each report to the Contracting Officer's Representative (COR) and to the Contract Specialist (CS).

The interim reports shall include a brief description of the technological R/R&D carried out up to the end of months one (1) and three (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 (1) 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 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.

The Phase I final report shall also include a video demonstration to highlight the main features and components of the prototype developed in Phase I. Specific instructions on the format for the video and for submitting the video will be provided to the contractor by the Contracting Officer's Representative along with the request for the final report approximately one month prior to the end of Phase I.

### **2. Phase II of the Fast-Track**

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

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

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

The Phase II final project report shall include a one (1) page project summary as the first page. The report shall identify the purpose of the R/R&D, include a detailed description of the technological R/R&D carried out, the findings or results from the feasibility testing and the research evaluation, an update on the commercial plan, a description of obstacles that were encountered, and a detailed description of the commercial applications resulting from the Phase II R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED.

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The Phase II final report shall also include the final product (if the product is a website providing a username and password to the website is sufficient), as well as a video demonstration to highlight the main features and components of the product. Specific instructions on the format for the video and for submitting the video will be provided to the contractor by the COR along with the request for the final report approximately two months prior to the end of Phase II.

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

"This material is based upon work supported by the U.S. Department of Education under contract number (insert contract number here). 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 SBIR Special Education Fast-Track. Once invoices are received, the invoice should be paid on the 15th day after the designated billing office receives a proper invoice from the contractor or the 15th day after ED accepts goods or supplies performed by the contractor, whichever is later. 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 shall receive three (3) 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. Contractors are free to propose any breakdown they wish, as long as at least 20% of the Phase I contract price is reserved for payment after acceptance of the final report.

Contractors shall receive seven (7) payments during the Phase II contract performance period. Each invoice shall be accompanied by an interim or final progress report. 20% of the Phase II contract price is reserved for the initial payment and 20% is reserved for payment after acceptance of the final report. 60% of the contract price is reserved for payment of the five (5) interim reports, which approximates to 12% payment for each interim report after acceptance by the Department.

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

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

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

#### **LEGEND**

SBIR Rights Notice (Dec 2007)

These SBIR data are furnished with SBIR rights under Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). For a period of 4 years, unless extended in accordance with FAR [27.409\(h\)](#), after acceptance of all items to be delivered under this contract, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the protection

period, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This notice shall be affixed to any reproductions of these data, in whole or in part.

## **2. Copyrights**

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

## **3. Patents**

Small business firms normally may retain the principal worldwide patent rights to any invention developed with Government support. The Government receives a royalty-free license for Federal Government use, reserves the right to require the patent holder to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must normally manufacture it domestically. To the extent authorized by 35 U.S.C. 205, the Government will not make public any information disclosing a Government-supported invention for a 4-year period (that may be extended by subsequent SBIR contracts) to allow the awardee a reasonable time to pursue a patent.

## **4. Invention Reporting**

SBIR awardees must report inventions to the awarding agency within 2 months of the inventor's report to the awardee. The reporting of inventions may be accomplished by submitting paper documentation, including fax.

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

For Phase I, at least two-thirds of the research and/or analytic effort must be performed by the proposing small business concern unless otherwise approved in writing by the contract officer after consultation with the Contracting Officer (CO) and the SBIR program manager.

For Phase II, at least one-half of the research and/or analytic effort must be performed by the proposing small business concern unless otherwise approved in writing by the Contracting Officer after consultation with the CO and the COR.

### **E. Awardee Commitments**

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

The outline that follows is illustrative of the types of clauses that will be included in the contract. 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 contract must conform to high professional standards.

#### **2. Contract Type**

This will be a Firm Fixed-Price contract. The Contractor is obligated 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 contract 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 contract 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 contract, purchase only American-made items whenever possible.

**15. Publicity**

Any publications resulting from this contract will need a disclaimer noting that the project was funded by the U.S. Department of Education and that publication does not necessarily reflect the views or policies of the U.S. Department of Education.

**16. Background Investigation Requirement**

Any contractor/subcontractor staff or consultants who will work on the contract for thirty (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 (two fingerprint sets are required per person).

**17. Research Activities Involving Human Subjects**

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

**F. Joint Ventures or Limited Partnerships**

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

**G. Cost-Sharing**

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

**H. Profit/Fee**

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

**I. Standard Terms and Conditions**

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

**J. Additional Information**

- 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 contract, then the terms of the contract are controlling.
- In the interests of those with special needs, the Offeror is encouraged to develop products that also include alternate formats (e.g., closed- or open-captioning for films and/or videotapes, Braille, large print, or audiotape).
- Before award of an SBIR funding agreement, the Government may request the applicant to submit certain organizational, management, personnel, and financial information to assure responsibility of the applicant.
- The Government is not responsible for any monies expended by the applicant before award of any funding agreement.
- This program solicitation is not an offer by the Government and does not obligate the Government to make any specific number of awards. Also, awards under the SBIR Program are contingent upon the availability of funds.

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- 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.
- 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 are currently being, paid for essentially equivalent work by any agency of the Federal Government.

### **K. Awards**

The Department anticipates awarding up to 2 firm-fixed price contracts under this solicitation.

## **VI. PROPOSAL SUBMITTAL INFORMATION**

### **A. Proposal Submission**

A single package must either be mailed or hand-delivered to

Scott Frankel  
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 (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 Scott Frankel (202) 245-6822 or Lenox Coles at (202) 245-6176 to accept the proposal.

**The due date and time for the receipt of proposals is 11 A.M. EST on February 22, 2012.**

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

### **B. Proposal Package**

The package must contain the following:

- One (1) original Phase I proposal and three (3) copies of the Phase I Proposal
- One (1) original and three (3) copies of the Fast-Track proposal;
- Two (2) Compact Discs with an electronic version of the Phase I proposal and the SBIR Special Education Fast-Track proposal in Microsoft Word (Word) format.
- One (1) self-addressed and stamped postcard. Approximately 1-week after the proposal is received, ED personnel will mail the offeror this post card as a notification that the proposal was received.

#### ***NOTES:***

- *Please include all components of the electronic versions of the proposal (Project Information, Project Narrative, all Appendices) in a single file.*
- *Please ensure that the company name is labeled on the compact disks.*
- *Please ensure that the compact disks are placed in a protective casing or sleeve so as to avoid damage.*

### **C. Additional Instructions**

- 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
  - 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
- 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
  - It was the only proposal received.
- 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.gov postings for this solicitation.
  - Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
  - The Government intends to make the awards without holding discussions with the offerors. However, the Government may hold discussions if it determines that they are necessary.
  - 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. Debriefs will be conducted in accordance with Federal Acquisition Regulation 15.5.
  - Email and facsimile proposals will not be accepted.
  - 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.

**VII. SCIENTIFIC AND TECHNICAL INFORMATION SOURCES**

The below internet resources may provide useful information in preparing SBIR proposals.

**SBIR Program-Related**

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

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

Official U.S. Government Small Business Innovation Research Program (SBIR) website:  
[www.sbir.gov](http://www.sbir.gov)

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

**Institute of Education Sciences (IES)**

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

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

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

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

**General**

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

What Works Clearinghouse: <http://ies.ed.gov/ncee/wwc/>

*No Child Left Behind Act* of 2001: <http://www.ed.gov/nclb/overview/intro/edpicks.jhtml?src=ln>

Federal Acquisition Regulation: <https://www.acquisition.gov/>

Federal Business Opportunities (FedBizOpps): <https://www.fbo.gov>

**VIII. FAST-TRACK PROPOSAL PACKAGE CHECKLIST**

**CHECK:**

- CLOSING DATE: FEBRUARY 22, 2012 at 11A.M. Eastern Time**
- Have you prepared the proposal according to the instructions set forth?
- Did you provide your DUNS No.?
- Does **“Section III.F. Project Narrative Technical Content”** contain no more than 25 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 – Cover Pages”** section? Including the following: Key Information, Abstracts, Certifications, Statements, and Legend
- Have you addressed each of the components of the **“Project Narrative – Technical Content** section? Including the following: Significance, Technical Objectives, Work Plan for Phase I, Project Personnel, and Resources
- Have you addressed each of the components of the **“Project Narrative – Technical Content** section? Including – Significance; Technical Objectives; Work Plan for Phase I and Phase II; Commercialization Plan; Project Personnel; and, Resources
- In Appendix C, have you provided notification of **“Similar or Related Award(s) or Proposal(s)”** in the proposal narrative, if applicable?
- Have you provided notification of **“Documentation and Status of Phase II Awards”** in Appendix D, if applicable?
- Have you registered with CCR and with ORCA?
- Have you submitted all applicable appendices (including, at a minimum, appendices A, B, E, and G).
- Have you submitted all required copies of documents and CDs for the proposal package described in **Section VI. Proposal Submittal Information.**

## IX. 2012 PRIORITY

For fiscal year 2012, the Department has selected one priority for this SBIR solicitation. The priority consists of the development of products to improve infant, toddler, or student outcomes directly or indirectly (e.g., through teacher practices) in early intervention or special education programs (including general education classes with students with disabilities).

### **(1) R/R&D of education technology products for use by infants, toddlers, or students with or at risk for disabilities, or teachers (or other instructional personnel, related services providers, or family members) in early intervention or special education.**

Products for use by or with infants, toddlers, or students with or at risk for disabilities in early intervention or special education programs (including general education classes with students with disabilities) must be designed to improve outcomes in one of more of the following areas: cognitive, functional and adaptive skills; physical skills; school readiness; reading; writing; communication and language; mathematics; the sciences (e.g., biology, physics, computer science, social sciences); engineering; economics; history; social studies; geography; civics; foreign languages; general study skills; social skills and behaviors that support academic and other important school-related outcomes (e.g., high school graduation rates); or transition outcomes for secondary students with disabilities.

Examples of projects could include:

- A computer-based instructional program for biology that is paired with a haptic hardware device to improve science outcomes for students with visual impairments.
- An intelligent tutor designed to teach basic mathematics concepts for students with learning disabilities that monitors students' incremental progress.
- An interactive learning station with SMART board technology that is designed to improve access to the general curriculum for students with physical disabilities.
- An interactive technology that is intended to help young children with autism learn to read facial expressions.

Products for use by teachers or other service delivery providers (e.g., early interventionists, guidance counselors, speech/language pathologists, or school psychologists) in early intervention or special education programs must be intended either:

- (a) to improve outcomes in one of more of the following areas: cognitive, functional and adaptive skills; physical skills; school readiness; reading; writing; communication and language; mathematics; the sciences (e.g., biology, physics, computer science, social sciences); engineering; economics; history; social studies; geography; civics; foreign languages; general study skills; social skills and behaviors that support academic and other important school-related outcomes (e.g., high school graduation rates); or transition outcomes for secondary students with disabilities.

*or*

- (b) to improve the efficiency or accuracy with which teachers or service delivery providers carry out their administrative responsibilities (e.g., recording and transmitting information to a central database, monitoring progress on Individualized Education Program (IEP) goals).

Examples of projects could include:

- A personal computing device or handheld device to help early intervention service providers record improvements in developmental skills of toddlers with developmental disabilities and present data in a way that can be easily understood by parents.
- An online program to help with the development of Individualized Education Programs (IEPs) and Individualized Family Service Plans (IFSPs)

**Specifications:**

**Types of Products**

- Products may create or adapt existing technologies specifically to enhance outcomes for or enable access by infants, toddlers, or students with disabilities.
- Products may be, but are not limited to, products that: provide instruction or intervention, replace existing curricula, supplement existing curricula, or assess student learning to inform teacher instructional practice.
- Products may be in the following forms, but are not limited to: software (e.g., intelligent tutors or assessment engines), digital format readers, multi-media products (e.g., DVDs, videotapes, videoconferencing, or television programs), on-line instruction (e.g., "e-learning" products, distance learning products, or virtual worlds), or other education technology (e.g., interactive whiteboards, clickers, personal computing devices, tables, or handheld devices).

**Definitions**

- This solicitation is restricted to R/R&D for infants, toddlers, or students with disabilities or at risk for disabilities. For the purpose of The Department's R/R&D programs, a student with a disability is defined in Public Law 108-446, the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), as a child — "(i) with mental retardation, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this title as 'emotional disturbance'), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and (ii) who, by reason thereof, needs special education and related services" (Part A, Sec. 602).
- An infant or toddler with a disability is defined in IDEA as, — "an individual under 3 years of age who needs early intervention services because the individual (i) is experiencing developmental delays, as measured by appropriate diagnostic instruments and procedures in 1 or more of the areas of cognitive development, physical development, communication development, social or emotional development, and adaptive development; or (ii) has a diagnosed physical or mental condition that has a high probability of resulting in developmental delay" (Part C, Sec. 632).

**Product Usage**

- Products must be for use in schools, alternative school settings, early intervention or early childhood special education settings, or supplemental education services as defined in Section 1116(e) of the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001.
- Products to be used with infants and toddlers receiving early intervention services may be implemented in other natural settings (e.g., home-based, child care settings, family-focused interventions). Products for prekindergarten through Grade 12 students must be implemented as school-based alone or as school-based with a home or community component.

**Age and grade level**

- Products for use by or with individuals with disabilities or at risk for disabilities must be for individuals from infancy through Grade 12.

- Products for use by teachers, intervention delivery providers in early intervention or special education programs, or parents or family members, must be for serving individuals with or at risk for disabilities from infancy through Grade 12.

**Measures and Outcomes**

- All applicants must include measures of child or student outcomes. By child or student outcomes, the Department means those measures of development, learning, and achievement that are important to parents, teachers, and school administrators (e.g., school readiness for young children, grades, achievement test scores, graduation rates, percentage of time spent in the general education environment).
- Transition outcomes for middle or high school students include the behavioral, social, communicative, functional, occupational, and academic skills that enable young adults with disabilities to obtain and hold meaningful employment, live independently, and obtain further training and education (e.g., postsecondary education, vocational education programs).

**Other specifications**

- Products may address the needs of students with disabilities who are also English language learners.
- The Department encourages research on high-incidence (e.g., specific learning disability) and low-incidence disabilities (e.g., visual impairments).
- Offerors proposing to study children at risk for disabilities should present research-based evidence of an association between risk factors in their proposed sample and the potential identification of disabilities. The determination of at-risk status must be made on an individual child basis and may include, for example, factors used for moving children to higher tiers in a Response to Intervention model. The method to be used for determining at-risk status should be made explicit in proposals and should be completed as part of the sample selection process. Evidence consisting only of general population characteristics (e.g., labeling all children in a school or district as “at risk for disabilities” because of community socioeconomic characteristics) is **not** sufficient for this purpose.

For Fast-Track (Phase I and Phase II) projects, 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 Department’s SBIR program. ED recognizes that R/R&D requirements for some education technology exceed the time and resources provided by the SBIR program. In such cases offerors should consider other avenues for funding.

For more information on additional funding opportunities in this area, offerors are strongly encouraged to consult the Institute’s National Center for Special Education Research (NCSER) program announcement for research grant competitions at <http://ies.ed.gov/funding/>

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

**X. APPENDICES TO THE SBIR SPECIAL EDUCATION FAST-TRACK PROPOSAL**

**[Appendix A: Letter of Agreement to Participate in the Phase II R/R&D](#)**

In Appendix A, offerors shall provide one letter of agreement from an early intervention or special education delivery setting to participate in the Phase II pilot research. The letter must not exceed one (1) page in length.

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

**Appendix B: Biographical Summary Certification and Resumé Pages**

For each individual who is listed and whose biographical summary is included in the 25-page narrative of the proposal, two separate pages must appear in Appendix B with the following information: (1) a certification page, and (2) a 1-page resumé.

**(1) Certifications (1-page)**

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 that is accurate to the best of our knowledge and belief."*

Individual's Name (TYPED):

Individual's Title (TYPED):

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

Date:

**(2) Resumé (1-page maximum)**

Each key individual on the project team must include a 1-page resumé in Appendix B. The resumé shall include relevant educational qualifications, experience, and bibliographic information including pertinent peer-reviewed publications.

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

Appendix C: Similar or Closely Related Awards or Proposals

If the small business concern has received ANY prior award(s) from ED, or any other Federal agency *for similar or closely related research*, the offeror must provide the name of the awarding agency, the date of award, the funding agreement number, the amount, and the project title. As well, the offeror must describe the technical differences and reasons why the proposed new Phase I (and eventually Phase II) research is different from the research conducted under prior awards. This information shall be included in Appendix C.

If an offeror has submitted identical proposals containing a significant amount of essentially equivalent work, a statement must be included in Appendix C indicating: the name and address of agencies to which proposal(s) was/were submitted; the date of the proposal submission and date of award; the title, number and date of SBIR program solicitation under which proposal 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.

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

**Appendix D: Documentation and Status of Phase II Awards from the Previous 7 Years**

If the small business concern or the principal investigator (when at the small business concern or when previously at a different firm) has received ANY prior Phase II awards from any Federal agency in the prior seven (7) years, the following information must be provided in Appendix D for each award:

- Name of the awarding agency and office
- Dates of award (start and finish)
- Contract/grant number
- Award amount
- Title of the project
- A short description of the product that was developed as a result of the award
- Details on the commercialization history and current status of the product, including:
  - details on any follow-on agreements or partnerships
  - the sales and marketing strategy for how the product is made available for purchase (e.g., website, trade magazines, licensing agreements)
  - the sales history and revenue generated from the product
  - data on the number of past and current users (e.g., schools, students).
- Details on peer-reviewed journal publications resulting from the R/R&D of the product

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

**Appendix E: Budget**

In Appendix E, offerors shall provide a separate narrative budget justification and a budget for the Phase I period and for the Phase II period of the SBIR SPECIAL EDUCATION FAST TRACK proposal.

For each narrative budget justification, the offeror shall provide a justification for all costs associated with the proposed project and describe why the costs are within the scope of the proposed activities.

For each budget spreadsheet

- information shall be displayed in a spreadsheet (SAMPLE BUDGETS are below),
- all personnel shall be listed by name,
- the number of hours assigned to the project for personnel shall be included,
- hourly rates for personnel shall be included,
- labor costs per person shall be included,
- funds for travel funds must be justified and related to the needs of the project, and
- cost sharing shall be included.

The Phase I Budgets shall not exceed \$150,000 for a 6-month project, including subcontracts, indirect costs, and profit but excluding any proposed cost sharing.

The Phase II Budget shall not exceed \$900,000 for a 2-year project, including subcontracts, indirect costs and profit, but excluding any proposed cost sharing.

**PHASE I OF THE SBIR SPECIAL EDUCATION FAST-TRACK BUDGET INFORMATION  
(MAXIMUM OF \$150,000 FOR 6-MONTHS)**

**Budget Narrative Justification for Phase I (limit 1-page for the narrative):  
Spreadsheet for Phase I (use the template below):**

Price Category	HOURS		RATE	TOTAL
Labor				
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Labor Overhead	Rate _____ %			\$ _____
Fringe Benefits	_____ %			\$ _____
Total Direct Cost				\$ _____
Other Direct Costs				
Travel				\$ _____
Copy/print/message				\$ _____
Consultant				\$ _____
Subcontractors( <i>no more than 33% of the total Phase I price</i> )				\$ _____
Total ODCs				\$ _____
Total Direct Costs				\$ _____
G&A	Rate _____ %			\$ _____
Total Cost				\$ _____
Profit	Rate _____ %			\$ _____
<b>TOTAL PRICE</b>				\$ _____

**PHASE II OF THE SBIR SPECIAL EDUCATION FAST-TRACK BUDGET INFORMATION  
(MAXIMUM OF \$900,000 FOR 2-YEARS)**

**Budget Narrative Justification for Phase II (limit 1-page for the narrative):  
Spreadsheet for Phase II (use the template below):**

Price Category	HOURS		RATE	TOTAL
Labor				
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Name & Title	_____	x	\$ _____	\$ _____
Labor Overhead	Rate _____ %			\$ _____
Fringe Benefits	_____ %			\$ _____
Total Direct Cost				\$ _____
Other Direct Costs				
Travel				\$ _____
Copy/print/message				\$ _____
Consultant				\$ _____
Subcontractors ( <i>no more than 50% of the total Phase II price</i> )				\$ _____
Total ODCs				\$ _____
Total Direct Costs				\$ _____
G&A	Rate _____ %			\$ _____
Total Cost				\$ _____
Profit	Rate _____ %			\$ _____
<b>TOTAL PRICE</b>				\$ _____

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

Appendix F: Human Subjects

**3452,224-71 Notice About Research Activities Involving Human Subjects (MAR 2011)**

(a) *Applicable Regulations.* In accordance with Department of Education regulations on the protection of human subjects, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects.

(b) *Definitions.*

(1) The regulations define research as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." (34 CFR 97.102(d)). If an activity follows a deliberate plan designed to develop or contribute to generalizable knowledge, it is research. Research includes activities that meet this definition, whether or not they are conducted under a program considered research for other purposes. For example, some demonstration and service programs may include research activities.

(2) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or obtains identifiable private information. (34 CFR 97.102(f)). The definition of a human subject is met if an activity involves obtaining—

(i) Information about a living person by—

(A) Manipulating that person's environment, as might occur when a new instructional technique is tested; or

(B) Communicating or interacting with the individual, as occurs with surveys and interviews; or

(ii) Private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information that has been provided for specific purposes by an individual and that an individual can reasonably expect will not be made public (for example, a school health record).

(c) *Exemptions.* The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1)–(6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2) (i.e., research involving the use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) of this provision. Research studies that are conducted under a Federal statute that requires without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter, e.g., the Institute of Education Sciences confidentiality statute, 20 U.S.C. 9573, are exempt under 34 CFR 97.101(b)(3)(ii).

(d) *Children as research subjects.*

Paragraph (a) of 34 CFR 97.402 of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted." Paragraph (b) of 34 CFR 97.401 of the regulations provides that, if the research involves children as subjects—

(1) The exemption in 34 CFR 97.101(b)(2) does not apply to activities involving—

- (i) Survey or interview procedures involving children as subjects; or
- (ii) Observations of public behavior of children in which the investigator or investigators will participate in the activities being observed.

(2) The exemption in 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to—

- (i) Educational tests; and
- (ii) Observations of public behavior in which the investigator or investigators will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to the Department on the proposed exempt and nonexempt research activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow the Department to determine that the designated exemption(s) is appropriate. Normally, the narrative on the exemption(s) can be provided in one paragraph.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department:

(i) *Human subjects' involvement and characteristics*: Describe the characteristics of the subject population, including their anticipated number, age range, and health status. Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as children, children with disabilities, adults with disabilities, persons with mental disabilities, pregnant women, institutionalized individuals, or others who are likely to be vulnerable.

(ii) *Sources of materials*: Identify the sources of research material obtained from or about individually identifiable living human subjects in the form of specimens, records, or data.

(iii) *Recruitment and informed consent*:

Describe plans for the recruitment of subjects and the consent procedures to be followed.

(iv) *Potential risks*: Describe potential risks (physical, psychological, social, financial, legal, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative treatments and procedures that might be advantageous to the subjects.

(v) *Protection against risk*: Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, where appropriate, describe the provisions for monitoring the data collected to ensure the safety of the subjects.

*(vi) Importance of knowledge to be gained:*

Discuss why the risks to the subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

*(vii) Collaborating sites:* 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 narrative can be provided in two pages or less.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for such research, the offeror should briefly describe the circumstances and nature of the potential research involving human subjects.

*(f) Assurances and Certifications.*

(1) In accordance with the regulations and the terms of this provision, all contractors and subcontractors that will be engaged in covered human subjects research activities shall be required to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause 3452.224-72 (Research activities involving human subjects).

(2) The contracting officer reserves the right to require that the offeror have or apply for the assurance and provide documentation of Institutional Review Board (IRB) approval of the research prior to award.

(g)(1) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>.

(2) Offerors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator,  
U.S. Department of Education,  
Office of the Chief Financial Officer,  
Financial Management Operations,  
400 Maryland Avenue, SW., Washington, DC 20202-4331,  
Telephone: (202) 245 8090.

(End of Provision)

OFFERORS 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.)

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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 of the project narrative.

**Appendix G: Department of Education Required Information (Forms)**

In addition to registering in CCR and ORCA, offerors must complete the certifications contained in Appendices F and G. Offerors without completed certifications in Appendices F and G will not be eligible for an award.

**G.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.

**G.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

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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 \_\_\_\_\_

**G.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.

**G.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.

**G.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)

**G.6 52.222-54 Employment Eligibility Verification (Jan 2009)**

(a) Definitions. As used in this clause— “Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics.

Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo. “Employee assigned to the contract”

means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803.

An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract. “Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders. “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor. “United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S.

Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever PAGE 11 OF 13 date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- (ii) Construction;
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.
- (End of clause)

**G.7 3452.209-70 Conflict of Interest Certification (MAR 2011)**

(a)(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that 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:

(i) *Unequal access to information.* A potential contractor, subcontractor, employee, or consultant has access to nonpublic information through its performance on a government contract.

(ii) *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.

(iii) *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:

(A) 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;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) 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.

(3) 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,

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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 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 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 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 that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) *Conflict of Interest Certification.*

The offeror, [insert name of offeror], hereby certifies that, to the best of its 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. [insert number] 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 conflict of interest (or apparent conflict of interest).

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

**RFP/Contract No**\_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

Date \_\_\_\_\_

### G.8 307-13 DEPARTMENT SECURITY REQUIREMENTS

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, Administrative communications System (ACS) Handbook OIG-1, Personnel Security-Suitability;
- D. Section 508 of the Rehabilitation Act of 1973

If the project includes the development of software applications, web sites or web-based applications, the project should meet the technical standards for software and web accessibility for individuals with disabilities, established by Section 508 of the Rehabilitation Act of 1973 as amended, located at 36 CFR 1194.21 and 1194.22.

- E. FISMA Acquisition Language for the Statement of Work.

The contractor, and all sub-contractors, shall comply with the Department of Education's IT security policy requirements, specifically those set forth in the 'Handbook for Information Assurance Security Policy (OCIO-01)', and other applicable procedures and guidance. The contractor, and all sub-contractors, shall develop and implement management, operational and technical security controls to assure required levels of protection for information systems. The contractor, and all sub-contractors, shall further comply with all applicable Federal IT security requirements including, but not limited to, the Federal Information Security Management Act (FISMA) of 2002, Office of Management and Budget (OMB) Circular A-130 Appendix III, Homeland Security Presidential Directives (HSPD), and the National Institute of Standards and Technology (NIST) standards and guidance.

These security requirements include, but are not limited to, the successful Certification and Accreditation (C&A) or Security Authorization (SA) of the system (includes commercially owned and operated systems managed by the commercial vendor and its sub contractors, supporting Department programs, contracts, and projects); obtaining a full Authority to Operate (ATO) before being granted operational status; performance of annual self-assessments of security controls; annual Contingency Plan testing; performance of periodic vulnerability scans; updating all information system security documentation as changes occur; and other continuous monitoring activities, which may include, mapping, penetration and other intrusive scanning. Full and unfettered access for the Department's third party Managed Security Services Provider (MSSP)<sup>2</sup> must be granted to access all computers and networks used for this system.

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<sup>2</sup> It is incumbent upon all offerors to incorporate anticipated costs into their proposals arising from these activities. Any offeror submitting a proposal inherently accepts the burdens and expenses of these intrusive

Additionally, when there is a significant change to the system's security posture, the system (Federal and commercial - prime and sub contractors included) must have a new C&A or SA, with all required activities to obtain a new ATO, signed by the Authorizing Official (AO).

System security controls shall be designed and implemented consistent with NIST SP 800-53 Rev 3, 'Recommended Security Controls for Federal Information Systems and Organizations.' All NIST SP 800-53 controls must be tested / assessed no less than every 3 years, according to federal and Department policy. The risk impact level of the system will be determined via the completion of the Department's inventory form and shall meet the accurate depiction of security categorization as outlined in Federal Information Publishing Standards (FIPS) 199, 'Standards for Security Categorization of Federal Information and Information Systems.'

System security documentation shall be developed to record and support the implementation of the security controls for the system. This documentation shall be maintained for the life of the system. The contractor, and all sub-contractors, shall review and update the system security documentation at least annually and after significant changes to the system, to ensure the relevance and accurate depiction of the implemented system controls and to reflect changes to the system and its environment of operation. Security documentation must be developed in accordance with the NIST 800 series and Department of Education policy and guidance.

The contractor, and all sub-contractors, shall allow Department employees (or Department designated third party contractors) access to the hosting facility to conduct C&A/SA activities to include control reviews in accordance with NIST SP 800-53, Rev. 3 and NIST SP 800-53A. The contractor, and all sub-contractors, shall be available for interviews and demonstrations of security control compliance to support the C&A/SA process and continuous monitoring of system security. In addition, if the system is rated as 'Moderate' or 'High' for FIPS 199 risk impact, vulnerability scanning and penetration testing shall be performed on the hosting facility and application as part of the C&A/SA process. Appropriate access agreements will be reviewed and signed before any scanning or testing occurs.

Identified deficiencies between required NIST SP 800-53 Rev. 3 controls and the contractor's, and all sub-contractor's implementation, as documented in the Risk Assessment Report, System Security Plan (SSP) and Security Assessment Report (SAR), shall be tracked for mitigation through the development of a Plan of Action and Milestones (POA&M) in accordance with the 'Handbook for Information Assurance Security Policy.' Depending on the severity of the deficiencies, the Department may require remediation before an ATO is issued.

All awarded IT contracts shall ensure that:

1. Their IT product/system is monitored during all hours of operations using entrusted detective/preventive systems;
2. Their IT product/system has current antiviral products installed and operational;
3. Their IT product/system is scanned on a reoccurring basis;
4. Vulnerabilities are remediated in a timely manner on their IT product/system; and
5. Access/view for cybersecurity situational awareness on their IT product/system is made available to the Department CIRC (cyber incident response capability).

#### **G.9 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (July 2010)**

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scans by the Department, third party MSSP vendors, as well as IV&V agents working on behalf of the Department's interests.

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- (a) Definitions. As used in this clause: "Executive" means officers, managing partners, or any other employees in management positions. "First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost. "Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)): (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation which is not tax-qualified. (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000. (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. (c) (1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.frs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.) (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company. (ii) Name of the subcontractor. (iii) Amount of the subcontract award. (iv) Date of the subcontract award. (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract. (vi) Subcontract number (the subcontract number assigned by the Contractor). (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district. (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district. (ix) The prime contract number, and order number if applicable. (x) Awarding agency name and code. (xi) Funding agency name and code. (xii) Government contracting office code. (xiii) Treasury account symbol (TAS) as reported in FPDS. (xiv) The applicable North American Industry Classification System code (NAICS). (2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if-- (i) In the Contractor's preceding fiscal year, the Contractor received-- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (ii) The public does not have access to information about

the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.) (3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if-- (i) In the subcontractor's preceding fiscal year, the subcontractor received— (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.) (d) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor. (e) Phase-in of reporting of subcontracts of \$25,000 or more. (1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more. (2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more. (3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more. (End of clause)

**G.10 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**G.11 52.209-7 Information Regarding Responsibility Matters (Apr 2010)**

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

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

**Appendix H: Letters of Interest or Endorsement (Maximum of 5 Letters)**

In Appendix H, offerors may also provide up to five (5) letters of interest or endorsement for the significance and the commercial potential of the proposed product. Each letter must not exceed 1-page in length. Letters must adhere to the requirements as set forth in the solicitation.

*(Warning: Letters that exceed the 1-page limit will be removed from the proposal.)*

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

