U.S. Department of Education
Institute of Education Sciences

SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM
PHASE IA
PROGRAM SOLICITATION FOR FY 2026 REQUEST FOR PROPOSALS

PHASE IA
RFP Number: 91990026R0003

Issue Date: April 30, 2026

Closing Date: June 29, 2026

11:00 a.m., Eastern Time (ET)

PHASE IA PRIORITY AREA (1)

Prototypes of Novel Education Technology Products for Use by Learners, Educators or Administrators (or Other School Personnel) for which No or Limited Prior Research and Development Has Already Occurred

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I. PHASE IA SOLICITATION OVERVIEW

The U.S. Department of Education's (ED) Small Business Innovation Research Program (SBIR), administered by the Institute of Education Sciences (IES), provides awards for the research and development of new, commercially viable education technology products ("products"). The goal of the program is to grow a portfolio of research-based products that are widely deployed to address pressing needs across education.

Solicitation #91990026R0003 invites eligible for-profit small business firms and partners to submit "Phase IA" proposals for $250,000 contracts over a period of nine (9) months to research and develop a prototype of a novel education technology product for which no (or limited) previous development has occurred. Awardees who successfully complete a Phase IA project under this solicitation will be eligible to submit a proposal in 2027 for a $1,000,000 Phase II award to fully develop the new education technology product over a period of two (2) years and to prepare for commercialization.

ED/IES SBIR is a highly competitive program – historically between 5 and 7% of submitted proposals result in a Phase I award, and about 50% of Phase I awardees receive a Phase II award the following year.

A. ED/IES SBIR: Two Program Tracks

The 2026 ED/IES SBIR program is divided into two tracks, each with its own solicitation.

- **The current solicitation ("Phase IA") requests proposals for Phase I projects for the development of a prototype of a *novel* (i.e., first of its kind, not successfully tried before) education technology product for which no or limited previous technological development has occurred.** The goal of the Phase IA track is to solicit proposals for ground-breaking high-risk high-reward approaches to solve pressing problems in education. See Section II "Phase IA Solicitation Details" for more information on the background and specifications for this Phase IA track.

- The other solicitation ("Phase IB") requests proposals for Phase I projects for the development of a prototype for a new component (or multiple new components) to be integrated into an existing education technology prototype or product**.** The goal of the Phase IB track is to strengthen existing research-based prototypes or products in addressing pressing problems in education. See solicitation #91990026R0004 for more information on the Phase IB program. The submission due date for Phase IB proposals under these solicitations is the same date as under this Phase IA solicitation, June 29, 2026.

  ED/IES SBIR anticipates that up to a total of 16 Phase I awards will be made in

2026, eight under each of its respective Phase I solicitations.

Offerors are not permitted to submit the same or similar proposals under the 2026 Phase IA, IB, or Direct to Phase II solicitations. Any duplicate or similar proposals that are submitted under more than one of these 2026 solicitations will be rejected without review.

Offerors are permitted to submit multiple proposals under either or both solicitations provided the proposals have different foci.

B. Additional 2026 ED/IES SBIR Solicitation for Direct to Phase II Projects

In addition to the Phase IA and IB solicitations, ED/IES SBIR has released a "Direct to Phase II" solicitation #91990026R0005, requesting proposals for awards of $1,000,000 over a period of 2 years, with a submission due date of June 29, 2026, at 2 p.m. ET.

The Direct to Phase II program requests proposals for the development of new education technology products to ready existing evidence-based innovations for use at scale.

To be eligible for the Direct to Phase II solicitation, projects are required to adhere to the below specifications:

- Projects must focus on readying existing evidence-based innovations for use at scale. Projects that focus on advancing innovations that are not evidence-based are not eligible for the Direct to Phase II program.
- The existing evidence-based innovation is required to have originally been conceptualized and developed by an academic researcher while at an academic institution or by a researcher at a non-profit education research organization.
    - Innovations that were originally conceptualized and with development that was led by a small business or by an entrepreneurial developer outside of an academic institution or at a non-profit education research organization are not eligible for the Direct to Phase II program. Such projects may be appropriate for submission under ED/IES SBIR's 2026 Phase IB solicitation #91990026R0004.
- One (or more) of the researchers who originally created and established evidence for the innovation is required to be part of the team in the proposed ED/IES SBIR project, whether as an employee of the small business or as a consultant to the small business that receives the SBIR award.

- Offerors are not permitted to submit the same or similar proposals under the 2026 Phase IA, IB, or Direct to Phase II solicitations. Any duplicate or similar proposals that are submitted under more than one of these 2026 solicitations will be rejected without review.

View this page for a link to the 2026 ED/IES SBIR solicitations on SAM.gov

II. PHASE IA SOLICITATION DETAILS

A. Key Dates

April 30, 2026	Solicitation release date.
May 21, 2026	Deadline to submit questions in writing about this solicitation to Contract Specialist David.Yadeta@ed.gov and Contracting Officer David.Geary@ed.gov, is 5 p.m. Eastern Time (ET). All responses will be posted publicly as an amendment on SAM.gov several days after this date. Visit the ED/IES SBIR FAQ page to view frequently asked questions.
June 29, 2026	Proposal submission deadline is 11 a.m. Eastern Time. *The submission timestamp is logged as the time received, not sent; there will be no exceptions to the deadline.*
September 28, 2026	On or before this date, ED will email an official notification to all offerors with reviewer evaluations and list of potential awardees. (This e-mail will be sent to the identified Project Director listed on the proposal).
October 5, 2026	ED anticipates this as the earliest possible award start date.

B. Phase IA or IB Program Track: Selecting the Correct Solicitation

The information presented below is designed to assist an offeror in deciding whether to submit a proposal for an intended project under the purview of the Phase IA #91990026R0003 (novel prototype) or Phase IB #91990026R0004 (integrating a new component with an existing prototype/product) solicitations.

- Offerors must determine whether to prepare a proposal under the Phase IA or IB solicitations. Once the solicitation is open, ED/IES SBIR program officials are unable to provide guidance regarding whether a proposal is a better fit for the Phase IA or IB track.

- Offerors **are not permitted to submit the same or similar proposals** under the 2026 Phase IA, IB, or Direct to Phase II solicitations. Any duplicate or similar proposals that are submitted under more than one of these 2026 solicitations will be rejected without review. (Offerors are permitted to submit multiple proposals under either or both solicitations provided the proposals have different foci.)

Phase IA projects are required to propose the development of a novel education technology product for which no (or limited) previous technological development has occurred.

What is "Limited" Previous Technological Development

For projects with some limited previous technological development, offerors should consider the nature and amount of the prior development in determining the goodness of fit for a proposal under the Phase IA versus Phase IB program tracks.

In cases where "limited" technological development has already occurred, the prototype should not yet be usable by end-users (e.g., learners, educators, administrators) without the assistance of the developer. This may include cases where an early prototype (such as a wireframe or clickable prototype) functions only when handled by a developer in a laboratory setting but not by an end-user in an education setting without developer assistance. Phase IA would also be appropriate if a prototype was developed that never functioned in or outside of a laboratory setting because the initial technological development failed, and a complete reconceptualization of the technological approach is required.

If limited previous development has already occurred, offerors are required to describe the initial prototype that was developed and how and under what conditions it functions (or does not function), and present research findings that demonstrate the merit of the approach and insights gained which inform the current proposed project and the new technological approach. If a prototype functions when used by end-users outside of a laboratory setting without a developer assistance, such as for testing or research purposes, but there is a need to develop additional components to enhance the prototype's performance as an education technology product, the project would be appropriate for the Phase IB track under solicitation #91990026R0004.

How Similar is Too Similar?

In cases where the small business (or a member of the project team) has previously developed other education technology prototypes or products that end-users can utilize without developer assistance, the novel education technology product that is proposed under the Phase IA solicitation is required:

- **To be independent from (will not be integrated with) the existing prototype or product.** For example, if a company (or members of the project team) previously developed an algebra learning game for middle school, a proposal to create a new AI-based algebra assessment that could be integrated with the existing algebra game would not be considered an independent product. In such

cases, offerors could prepare a Phase IB proposal, for a project to add a new component to an existing product.

- **To employ a different technological approach from the existing prototype or product.** If a company (or members of the project team) previously developed eight chapters of a virtual science textbook, a proposal to add four more chapters on different science topics following the same template would not be considered a different approach from the existing product. Similarly, if a company had previously developed a story-based cartoon to enhance grade school reading and wished to develop a similarly structured story-based cartoon to facilitate pre-reading skills in pre-K, that would not be considered an independent product.

  Alternatively, if a company previously developed a virtual reality-based chemistry laboratory intervention, a proposal to develop a novel augmented reality-based physics game would be considered an independent product and therefore would likely be an appropriate fit for the Phase IA track.

The Timing of the Development Cycle in Relation to Submitting a Phase IA Proposal

For projects where limited development of a prototype has already occurred and will be ongoing, offerors must also consider the timing of development cycle in relation to preparing and submitting a Phase IA proposal to the ED/IES SBIR program.

Although projects with limited prior development will be considered for Phase IA, offerors who plan to continue development of a limited prototype to the point of a functioning prototype after submission and before the project start date of October 5, 2026, **should not submit a proposal under the 2026 Phase I solicitation.** Such offerors may wish to consider deferring their proposal until the following year and apply under the Phase IB program.

Proposals that do not clearly adhere to the above Phase IA solicitation requirements will likely be triaged and will not proceed to a review by a full panel. (See Section V. "Method of Selection and Evaluation Criteria" for more information on the Triage Round of the review.)

C. Priority Area

A Prototype of a Novel Education Technology Product for Use by Learners, or Educators or Administrators for which No or Limited Prior Research and Development had Already Occurred

Phase IA projects are to develop a prototype of a *novel* education technology product for which no or limited previous development has occurred. The goal of projects funded in Phase IA is ground-breaking high-risk high-reward approaches to solve pressing problems in education.

Novel education technology products for learners are intended to improve learning or promote relevant outcomes in one or more of the following areas: early childhood learning and school readiness; English language arts; civics education and social studies; foreign language or English language learning; STEM (science, technology, engineering [including cyber security], math, and data science); social and behavioral skills to support academic and other relevant school and career-related outcomes; the arts; and technical or vocational career readiness skills.

Novel education technology products for educator or administrator use (or other school personnel use) must be intended to either: (a) facilitate instruction; (b) improve the efficiency or accuracy of day-to-day administrative tasks or responsibilities; or (c) support decision making on the selection, implementation, or evaluation of interventions including practices, programs, or policies.

Additional Specifications

- Products may be for use at any level from prekindergarten to Grade 16, or for adult education. Products for adult education programs must address basic or secondary reading, writing, or mathematics skills, or other skills needed for an occupational certificate or degree.
- Products for learners may be for use in education settings, which can include schools or remote locations to replace, supplement, or enable the delivery of curricula or instruction or that facilitate out- of-school learning opportunities (e.g., after-school or summer programs, distance learning programs, on-line programs, enrichment programs, self-directed learning).

- Products that focus on novel education technology products for *learners* may include elements engaging parents or caregivers for learners in pre-K to grade 12, provided the intended outcomes support learning or promote outcomes in one of the topic areas listed in the paragraph regarding **"novel education technology products for learners"** above.
- Proposals for *novel* education technology products in other areas not specified above will be considered based on the relevance and significance of the need in the field of education.

III. PROPOSAL CONTENTS (SECTIONS A-N)

Content and Formatting Requirements

To ensure that the text of the proposal is well-organized for reviewers and that all offerors have the same amount of available space in which to describe their projects, offerors must adhere to the below page, font size, and format specifications for Section III. PROPOSAL CONTENTS (A – N)

- For the purpose of proposals submitted under this solicitation, a page is 8.5 inches x 11 inches, with 1-inch margins at the top, bottom, and both sides.
- Single space text in the project narrative, including titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, tables, figures, and graphs.
- Type must conform to the following requirements:
    - The height of the letters must not be smaller than 12 point using Microsoft Word.
    - Type density, including characters and spaces, should be no more than 15 characters per inch (cpi).
    - For proportional spacing, the average for any representative section of text should not exceed 15 cpi.
    - Type size must yield no more than 6 lines of type within a vertical inch. Standard black type must be used for text.
    - 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.
- Figures, charts, graphs, tables, or screen shots (outside of what is requested in other sections) must be included within the 10-page limit for "SECTION B. Project Narrative."
- Offerors are strongly encouraged to follow the outline with the exact sections and headers in the same order as presented in the Technical Narrative Section. Offerors are also advised to adhere to the guidelines for page length for each section.
- Proposals may not be resubmitted with or without revision after the submission deadline under this program solicitation.

SECTION A: Cover Pages

Guidance for "SECTION A. COVER PAGES"

- All items in the "SECTION A. COVER PAGES" are required to be inserted as the opening pages of a Phase IA proposal. To structure Part I of a proposal, offerors must follow the exact format as the items below. Offerors should cut and paste the below table directly into the body of the proposal.
- Proposals shall not include any other cover pages beyond what is specified below.
- Do not include page numbers on the Cover Pages. Numbering should begin with "1" on the first page of the "SECTION B. Project Narrative."

SOLICITATION Phase IA: #91990026R0003	
A) Cover Page Certification: Offerors are not permitted to submit the same or similar proposals under the 2026 Phase IA, IB, or Direct to Phase II solicitations. Any duplicate or similar proposals that are submitted under more than one of these 2026 solicitations will be rejected without review. Offerors are permitted to submit multiple proposals under either or both solicitations provided the proposals have different foci. Did this offeror submit a similar proposal under either the 2026 ED/IES SBIR Phase IB or Direct to Phase II solicitation?	Choose an item.
B) Phase IA Project Title:	Click or tap here to enter text.
C) Unique Entity Identifier (UEI) as registered on SAM.gov: SAM.gov | Duns - Sam UEI Note: the UEI is now required at the time of submission of the proposal. Proposals without a UEI will be rejected without review. If you do not already have a UEI registered on SAM.com please be advised, registration can take several weeks.	Click or tap here to enter text.
D) Name of Small Business to which the UEI is registered	Click or tap here to enter text.
E) If applicable, other company names operated under, including DBAs	Click or tap here to enter text.

F) Contact Person: For the representative authorized to represent the small business concern in negotiations, fill in the information below: a. Contact Name:	Click or tap here to enter text.
b. Contact Title:	Click or tap here to enter text.
c. Contact Phone (format 555-555-1212)	Click or tap here to enter text.
d. Contact Email:	Click or tap here to enter text.
G) Project Director: For the Project Director, fill in the information below: a. Project Director Name:	Click or tap here to enter text.
b. Project Director Title:	Click or tap here to enter text.
c. Project Director Phone (format 555-555-1212)	Click or tap here to enter text.
d. Project Director Email:	Click or tap here to enter text.
H) HUBZone-owned SBC Certification: Does the offeror qualify as a HUBZone-owned SBC and meet the definition as stated in this solicitation as defined by SBA? *The website listed below contains information about the SBA's HUBZone program:* HUBZone program | U.S. Small Business Administration	Choose an item.
I) Woman-owned SBC Certification: Does the offeror qualify as a woman- owned SBC and meet the definition as stated in this program solicitation as defined by SBA? *The website listed below contains information about the SBA's Woman-Owned program:* Women-Owned Small Business Federal Contract program | U.S. Small Business Administration	Choose an item.
J) 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 as defined by SBA? *The website listed below contains information about the SBA's Disadvantaged program:* Small Disadvantaged Business | U.S. Small Business Administration	Choose an item.

K) Service-Disabled Veteran Owned Small Business Certification: Does the offeror qualify as a Service-Disabled Veteran Owned Small Business as defined by SBA? *The website listed below contains information about the SBA's Veteran program:* Veteran contracting assistance programs | U.S. Small Business Administration	Choose an item.
L) Small Business Address: For the address of the small business, fill in the information below: (Please do not enter address information in ALL CAPS) a. Street Address:	Click or tap here to enter text.
b. Address Line 2: Enter apartment, suite, or floor (optional).	Click or tap here to enter text.
c. City:	Click or tap here to enter text.
d. State: Enter the state's current postal abbreviation designated by the U.S. Postal Service. The *website listed below contains information about postal abbreviations for U.S. states and territories:* USPS State Abbreviations	Click or tap here to enter text.
e. ZIP Code (5 digits)	Click or tap here to enter text.
M) Small Business Phone: (format 555-555-1212)	Click or tap here to enter text.
N) Company Website URL:	Click or tap here to enter text.
O) YouTube Video Demonstration in Support of the Proposal (Optional for Phase IA proposals): May include a URL (Uniform Resource Locator) link to a three-minute or shorter video demonstration of the proposed project. INSERT YouTube URL to video demonstration here:	Click or tap here to enter text.

Video Demonstration Requirements

- If a video is included, reviewers will be required to watch and evaluate the video as a component of the proposal.
  - Videos may be a maximum of 3 minutes. Reviewers will be instructed to stop watching a video at the end of minute 3.
  - Offerors must ensure that a reviewer will be able to click on a "live" URL on YouTube to watch the video. URLs that are scanned and not clickable may not be able to be viewed by the reviewers.

- There is no sample of a successful video for the Phase IA program. Offerors must determine the appropriate video content to assist reviewers in understanding the nature and value of the novel product concept being proposed.
  - For projects where no development has occurred, offerors are encouraged to provide a video presenting mockups or plans for the development of the proposed novel product to give reviewers context for project.
  - For projects to develop a new prototype where limited development has already occurred, offerors are encouraged to include a video that presents the limited prototype that has been developed and how it is functioning, while highlighting the goal for the novel product concept.
- All video demonstrations must be posted to YouTube (http://www.youtube.com/) prior to the submission deadline and must remain available during the 90-day review period following submission. If the video demonstration is posted on a website other than YouTube, it is possible reviewers will not be able to watch the video. Videos can be posted as "public" or "private," with private viewers only able to access the video with the URL link.
- Videos may not be updated after submission. If the posting date on YouTube for the video is later than the submission date on June 29, 2026, at 11 a.m. Eastern Time (ET), the video will be deemed ineligible for inclusion in the review process.

P) For every member of the project team, fill in the below table.

- At a minimum, each project must list two team members, including a Project Director and a Contractor Security Liaison.
  - See "Section C. Project Team and Company, Résumés, and Certifications" and the Security Requirements for Contractors Doing Business with the Department of Education for more information on contractor security vetting processes and the role of the Contractor Security Liaison.
  - Only one individual may serve as the Project Director. Co-Project Director are not permitted.
  - The Contractor Security Liaison is permitted to serve in more than one role, and other roles may be added in the same box.

- The individual who is listed as the Project Director is not permitted to also be listed as the CSL.

- As many lines as needed may be added, to reflect additional members of the project team and the Project Roles. While there is no requirement for a proposal to list the names or qualifications of a subcontractor organization or individuals in key project roles – providing the names and qualifications of individuals and organizations will assist reviewers in determining if the project personnel have the relevant expertise and appropriate effort to conduct the work proposed.

- All work must be conducted by individuals who are located within the United States who are either citizens or hold a green card. Individuals who are in the United States without citizenship, visa, or green card, and U.S. citizens working outside the U.S. are not eligible to conduct work on the contract.

- A determination will be made at the beginning of the contract by ED regarding which project teams members will be required to proceed through the data security moderate risk/public trust clearance process (to include non-U.S. citizen waivers as applicable). Project team members who have contact with students (whether in person or through remote interactions) or who have access to data or networks that include personally identifiable information will be required to undergo the data security moderate risk/public trust process prior to initiating such tasks on the contract. Refer to "Section C: Project Team and Company Résumés" for more details.

Name	**Professional Affiliation (list only one affiliation, whether at the small business or another organization, or as an independent consultant)**	**Project Role**	**Email**
		Project Director *(required)*	
		Contractor Security Liaison *(required)*	

(Add additional lines for more team members)

Q) Certifications for Phase IA Projects

If responses to any of the following questions are "No", the proposal does not meet the requirements for a Phase IA proposal. The offeror may consider submitting a proposal to the Phase IB solicitation.

Yes ☐	No ☐		The proposal is for the development of a novel education technology product for which no or limited previous R&D has occurred.
Yes ☐	No ☐	N/A ☐	In cases where "limited" technological development has already occurred, the prototype is not yet able to be used by end-users (e.g., learners, educators, administrators) without the assistance of the developer, and if development continues after the proposal is submitted, a functioning prototype will not be ready prior to the project start date of October 5, 2026. *(If no previous development has occurred, please check N/A.)*
Yes ☐	No ☐	N/A ☐	The novel education technology product that is proposed under the Phase IA solicitation will be independent from (will not be integrated with) with any other existing education technology prototypes or products previously developed by the small business (or a member of the project team). *(If the company and project team members have not previously developed education technology prototypes or projects, please check N/A.)*
Yes ☐	No ☐	N/A ☐	The novel education technology product that is proposed under the Phase IA solicitation will employ a different technological approach from any other existing education technology prototypes or products previously developed by the small business (or a member of the project team). *(if the company and project team members have not previously developed education technology prototypes or projects, please check N/A.)*

R) Project Abstract:

- Describe the *novel* education technology product that would be fully developed if awards were provided in Phase I and II from the ED/IES SBIR program (**200 word maximum**).

S) Signatures for the Authorized Representative and the Project Director

X

Authorized Signature

Provide the authorized signature for the representative authorized to represent the small business concern in negotiations in the above box.

X

Authorized Signature

Provide the authorized signature for the Project Director in the above box.

T) SBA Company Registry:

U.S. Small Business Administration

SBIR.gov SBC Registration Control ID Form

Company Information					
SBC Control ID					
Company Name					
Address					
City		State		Zip	
TIN/EIN		DUNS			
Company URL					
Number of Employees					
Is this SBC majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms?					
What percentage (%) of the SBC is majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms?					

All offerors to the SBIR program are required to register at the SBA Company Registry (https://www.sbir.gov/) prior to proposal submission. Offerors are required to attach a .pdf FILE of the SBIR.gov SBC Registration Control ID Form as proof of registration in this section of the proposal. **Proposals that do not include the .pdf file will be returned without review.** See below an image of a blank SBIR.gov Registration Control ID Form that offerors will complete, save as a .pdf FILE, and include within the proposal.

SECTION B: Project Narrative (10-pages maximum)

Guidance for Section B. PROJECT NARRATIVE

- All contents that make up "SECTION B. Project Narrative" must total ten (10) pages or less. Any content in this section beyond ten (10) pages will not be reviewed.
- Numbering should begin on the first page of the "SECTION B. Project Narrative" with "1" in the top right-hand corner.
- Offerors are required to follow the exact format specified in the items below to structure the proposal.

1. Significance

A. Problem Statement and Best Current Practices
(About 1 page is recommended for this section)

(1) Succinctly describe the problem that the proposed novel education technology product is intended to address.

- To support the significance of the proposed novel education technology product, cite the most recent data establishing the scope and nature of the problem in education.
- Describe why this problem persists.

B. *Novel* Product to be Developed if Phase I and II Funds Were Provided
(About 2 pages are recommended for this section)

(1) Describe the *novel* education technology product that would be fully developed, following completion of the Phase IA and *Phase II* projects.

(2) In this description:

- List and briefly describe the key components of the proposed product and any additional materials required to support implementation. Indicate the hardware on which this product will operate (e.g., desktop computer, tablet, smart phone, Virtual Reality headset).
- Specify the intended user(s) of the product and grade level being addressed.
- Indicate whether the product would replace, supplement, or be integrated within existing education practice(s). Describe whether the

product will be used for formal or informal learning, for in-class or remote learning, or some combination of the above.

- Briefly discuss how the product will engage universal design principles and address the needs of all potential users for which the product is intended. Include whether and how the product addresses accessibility to users with various needs, consistent with new guidance under Title II of the American s with Disabilities Act (ADA) (e.g. a student with visual impairment using a screen reader to access a mobile science app or an administrator who is deaf using closed captions to navigate training modules in a web-based continuing education application). See relevant resources below.
    - Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments | ADA.gov
    - Federal Register: Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities
- Describe how the product would function and how it would be implemented.
- Indicate the expected cost to schools overall and per student to purchase the product, and the level of resources (e.g., time, schedules, equipment) needed to implement and use the product.
- Present a concise user case or hypothetical example to further detail the implementation and user experience when engaging with the *novel* product that would be developed in Phase IA and a subsequent Phase II project.

C. Prior Existing Research that Relates to the Novel Product to be Developed, and any Prior Related R&D (if applicable).

(About 1 page is recommended for this section)

- Detail prior research conducted by the project team related to the current project and how this previous research guides and provides a foundation for the *novel* product. Offerors are strongly encouraged to include results from concept testing research in which users (e.g., learners, educators, administrators) provided feedback after viewing mock-ups detailing the proposed novel product and its intended implementation.

- ***Required only for projects where some limited previous development has already occurred.*** For projects that propose to develop a prototype of a novel education technology product for which some limited previous development has already occurred, describe the initial prototype that was developed in its' current state and describe how and under what conditions it functions. Detail findings from research that tested the initial prototype, and that demonstrate the merit of approach and insights gained to inform the technological approach. (Indicate the sample of beta-testers, the sample size, and the measures that were used in this research).

D. Theoretical and empirical support

(About 1 page is recommended for this section)

Describe the underlying theoretical framework and provide any data from relevant studies in the extant scientific literature to show that the *novel* version of the education technology product, and its components, can be expected to produce the intended results. Relevant references to the scientific literature should be included.

E. Market Competitors and Potential Commercial Application

(About 1 page is recommended for this section)

Describe the most commonly used products and practices that are currently being used in this area of education. Describe the shortcomings of the current products or practices. Explain why the proposed *novel* education technology product will have a competitive advantage in the marketplace relative to other products or practices.

After the *novel* version of the education technology product is fully developed through Phase IA and Phase II R/R&D, describe how it will be commercialized (disseminated to potential end-users and revenue strategies to sustain the product over time) in the private sector marketplace. To support this commercialization plan, offerors must indicate how the letters included in "SECTION F. Letters of Support For Potential Pathways To Commercialize The New Proposed Education Technology Product" (described below) establish that pathways would be available toward the eventual commercial dissemination and sustainability of the proposed product in the private marketplace.

2. Phase IA Work Plan

The purpose of the Phase IA project is to develop a functioning prototype (or initial version) of a novel education technology product, and to conduct a pilot study to test the prototype with end users. Offerors must indicate the appropriate focus and scope of the prototype to be developed, identifying the part of the project that is most important to develop and evaluate in Phase I, as a proof of concept to demonstrate that the full-scale development is viable and warranted in Phase II.

A. Development of the Prototype

(About 2 pages are recommended for this section)

- Describe the prototype of the *novel* education technology product that will be developed in Phase I into a functioning prototype and describe how it will be functioning by the end of the Phase I project.

- Describe the R/R&D procedures through which the prototype will be developed and will be functioning by the end of Phase I. The development plan should include a description of the research procedures that will be used to iteratively test and refine the new prototype as development occurs. For this research, offerors should describe how and when data will be collected, the characteristics of the sample participating in the research, and the procedures for analyzing and drawing conclusions from the data.

B. Pilot Research at the End of Phase IA

(About 2 pages are recommended for this section)

Describe the pilot study that will be conducted near the end of the Phase IA period, after the prototype is developed and functioning. The pilot study should both (1) test the usability (or functioning) and feasibility of the prototype when it is used by the anticipated end user, and (2) provide results from concept testing, in which users provide feedback following a presentation of the plans or mock-ups for the new education technology product that would be developed by the end of Phase II. This pilot test should include hands-on interaction with the prototype by representative intended users.

When describing the pilot study, offerors should include the following details:

Research questions. Pose clear, concise research questions. For example:

***To test usability*:** Does the prototype function as intended? Are users able to physically use the prototype? Are users able to easily follow the instructions to learn to use the prototype? Does the prototype generate and present data to the end-user as intended?

***To test feasibility of the prototype*:** Are users engaged while using the prototype? Were educators able to implement the prototype within standard practice (or a simulated version thereof) as intended by the developer? Do users report that the prototype showed promise for leading to the intended outcomes (e.g., improved student learning from pre- to post-test, improved student attitudes about learning in the target area, educators persuaded that a more efficient process is possible)?

Concept testing: After using the prototype and seeing plans or mock-ups for the full development of the novel education technology product, do users believe the fully-developed product (after Phase II) could be successfully implemented in the intended setting? Do users believe that the product has the potential to improve user outcomes if implemented as envisioned? Do users have feedback for improving or changing the prototype or the concept during subsequent product development?

Sample. Phase IA studies should include a small sample of individuals who resemble the intended user population. For these studies, describe the population (e.g., learners, educators, administrators) and the setting (e.g., school, early intervention setting, remote setting) for the studies to inform iterative refinements to the prototype and to test the feasibility and usability of the prototype at the end of Phase I. Provide information on the number and demographic characteristics of the participants who will participate in research. Wherever appropriate, offerors are encouraged to include underserved learners in their samples. Offerors must include one letter of agreement for participation in research from a representative of an education setting, should the proposal be awarded. This letter should be no longer than one (1) page and is to be included in "SECTION E. Letter of Agreement to Participate in The Phase IA R/R&D."

Instruments. Describe the instruments that will be used to measure usability and feasibility of the prototype as well as concept testing of the fully-developed novel product. Include information on reliability and validity of the instruments that will be employed, if available.

Procedures. Describe how and when data will be collected to determine usability and feasibility, and to conduct concept testing of the fully-developed novel product.

Data Analysis. Include a clear and detailed description of the data analysis procedures, including the hypotheses to be tested and the outcome measures to be used. For quantitative data, specific statistical procedures must be described. For qualitative data, the specific methods used to index, summarize, and interpret data must be delineated.

Foundations for Phase II. In concluding this section, briefly discuss how the Phase IA R/R&D will provide a foundation for the Phase II R/R&D effort. Briefly describe any potential problem areas that are anticipated in Phase IA and provide alternative strategies that would be considered in such circumstances to address these problems.

Key Terms for the Phase IA Workplan

Education Settings: Education settings refers to the location where the product is used, whether in a physical school (e.g., in a class), from a remote setting (e.g., a home), or an out-of-school setting (e.g., summer program).

Usability of the Prototype: The extent to which the prototype developed during Phase I functions as intended, can collect data, or generate results as intended, can be understood and/or easily used and learned by the intended user, and functions effectively and efficiently.

Feasibility of the Prototype: The extent to which the prototype can be used in the intended education setting for pilot testing within the requirements and constraints; evidence that users are engaged while using the prototype, that the prototype can be used as a standard education practice for formal or informal learning, instruction, or administration, and that the prototype shows promise for improving outcomes of interest.

Concept Testing the Full Product Concept: After using a prototype and seeing mock-ups or plans for the full concept of the completely new education technology product, the extent to which users believe that the full product would be a good fit to replace or supplement currently utilized content, could be implemented within the requirements and constraints of the targeted education setting, would engage learners or would be a product educators would want to use, and would be likely to improve the outcomes of interest for end-users.

Fidelity of Implementation: The extent to which the prototype is able to be delivered and used as it was designed to be by end users in an education setting.

Promise of Education Outcomes: The extent to which the pilot research shows improvement in education outcomes of interest.

3. CITATIONS

All citations should be included on page 11 (and beyond if needed), or the page immediately following the project narrative. Offerors are encouraged to use the formatting citation style of the American Psychological Association (APA).

SECTION C: Project Team and Company, Résumés, and Certifications

Project Team and Company

(This section should be a maximum of 1 page)

Describe the company and the key partner organizations. Provide an overview of the project team and the roles of the individuals that make up the team.

- The project team must demonstrate expertise in the following areas: the design and development of new education technology products; education theory and practice; education research for the development and evaluation of education technology (including research experience in school settings), and in the commercialization of education technology-related products. In addition, the team must have expertise with the current innovation and in the targeted content domain (e.g., history pedagogy, reading, English Learning, STEM).

- One member of the project team must be designated as the "Contractor Security Liaison" (CSL) to lead the Contractor Vetting Security Process for each contract. See the information below and Security Requirements for Contractors Doing Business with the Department of Education for more information on contractor security vetting processes and ED information security and privacy requirements.
    - The CSL may be an employee at the company or a consultant from outside of the company.
    - The CSL's role is to manage the post-award data security clearance process and support all members of the project team in the contractor security vetting process until completion.
    - The individual who is listed as the Project Director is not permitted to also be listed as the CSL.
    - The CSL may serve in other project roles.
    - The individual who is assigned to be the CSL should possess strong administrative skills and attention to detail, to ensure compliance with data security requirements.
    - The exact number of hours that a CSL will work on an ED/IES SBIR contract can vary from project to project and depends on many factors including the number of personnel involved. At a minimum, the role will require daily administrative work for several months of the Phase I project. More information about the precise tasks of the role will be provided upon award.
    - ED will provide training for the CSL at the beginning of the contract.
    - A determination will be made at the beginning of the contract by ED regarding which project teams members will be required to proceed through the data

security moderate risk/public trust clearance process. Project team members who have contact with students (whether in person or through remote interactions) or who have access to data or networks that include personally identifiable information will be required to undergo the data security moderate risk/public trust process prior to initiating such tasks on the contract.

- Background investigations are conducted by the Defense Counterintelligence and Security Agency on behalf of ED in accordance with 5 C.F.R. § 731.104 and HSPD-12 requirements.
- Data Security moderate risk/public trust requirements include:
  - Initiation and scheduling of the appropriate investigation;
  - A favorable review of the: electronic security questionnaire (e-App), FBI fingerprint results, the Declaration of Federal Employment (OF-306), and the National Student Loan Data Base system (NSLDS) check;
  - Cyber Security Training Certificate;
  - Fair Credit Release Form and
  - Non-U.S. Citizen Waiver (as applicable). Note: individuals that have received an approved waiver from ED in the past are not eligible for another waiver.
- See "Security Requirements for Contractors Doing Business with the Department of Education for more information on contractor security vetting processes and ED information security and privacy requirements.

- Offerors may determine how to structure the role of the CSL in the project budget.

Résumés and Résumé Certifications

Each named individual on the project team must include a résumé (one (1) page maximum) including educational qualifications, experience, and bibliographic information most relevant to the project activities, including pertinent peer-reviewed publications when relevant.

- In the Project Director's résumé, describe the expertise, educational qualifications, and experiences that are most relevant to the proposed project and address why this individual is well-qualified to manage the proposed project.

On the page following each résumé, project team members must provide a Certification by providing the information below:

"I hereby certify that my information in the resume section C, and as relevant, section K, L, M, and N, is accurate to the best of knowledge and belief."

Individual's Name (TYPED): Click or tap here to enter text.

Individual's Email: Click or tap here to enter text.

Electronic Signature:

X

Authorized Signature

Date:

An 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): Click or tap here to enter text.

Individual's Email: Click or tap here to enter text.

Electronic Signature:

X

Authorized Signature

Date:

SECTION D: Phase IA Budget

Offerors shall provide a budget spreadsheet for the Phase IA period using the below template and a one (1) page maximum narrative budget justification.

For the narrative budget justification, the offeror should provide a justification for all pricing associated with the proposed project and describe why the pricing is within the scope of the proposed activities. Expenses that are allowable include all costs for research and development of the education technology product, including direct and indirect costs. For the budget spreadsheet:

- information should be displayed in a spreadsheet (SAMPLE BUDGET is below),
- all personnel should be listed by name,
- the number of hours assigned to the project for all personnel should be included,
- hourly rates for personnel should be included,
- labor costs per person should be included,
- funds for travel must be justified and related to the needs of the project,
- funds may be allocated to provide an incentive to a school or participants in a study for R&D purposes.
- for offerors who do not have an in-house Institutional Review Board (IRB), funds *must* be allocated to support a third-party review of human subjects' involvement in the pilot study (see IRB section for more information), and
- cost sharing should not be included.

Use of funds to support a Technical and Business Assistance Plan (TABA) should be justified in "SECTION I. Technical and Assistance Business Plan (TABA)," and not included in the overall budget justification. However, these funds *should* be included in the $250,000 budget total and should not be considered additional funding.

The Phase I Budget must sum to precisely $250,000 total for a 9-month project, including subcontracts, indirect costs, and fees, but excluding any proposed cost sharing. (Other than ensuring that the budget does not exceed the maximum, the total budget of the proposal is not part of the Evaluation Criteria, therefore there is no advantage to be gained by proposing less than $250,000).

The small business that is the prime on the contract is required to be allocated a minimum of 66 2/3% of the funds, or $166,667. Budgeting for subcontractors cannot exceed 33.3% ($83,333) of the budget.

While a reasonable fee for profit is technically allowable according to the Small Business Administration and the SBIR Policy Directive, and overhead and fringe are allowable, ED strongly encourages offerors to prioritize sufficient funds to cover all necessary costs for R/R&D and commercialization planning to ensure that the project is successful and that the small business is in position to be successful in applying for a Phase II award.

The Phase IA Budget section in the solicitation includes an embedded spreadsheet and template (available in the Microsoft Word version) that offerors can copy and paste into their proposal.

PHASE IA BUDGET NARRATIVE AND SPREADSHEET
($250,000 FOR 9 MONTHS)

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					$ _____
Institutional Review Board (IRB) Costs					$ _____
Technical Assistance (maximum of $6,500) (See SECTION I)					$ _____
Consultant					$ _____
Subcontractors (*no more than 33% of the total Phase I price*)					$ _____
Total Other Direct Costs					$ _____
Total Direct Costs					$ _____
G&A	Rate	%			$ _____
Total Cost					$ _____
Profit	Rate	%			$ _____
TOTAL PRICE					$250,000

Budget Narrative (1-page maximum)

As noted above, offerors must provide a justification for all pricing associated with the proposed project and describe why the pricing is within the scope of the proposed activities.

SECTION E: Letter of Agreement for School Participation in the Phase IA R/R&D (Maximum 1 letter)

In SECTION E, offerors should provide one and only one letter of agreement from a representative of an education setting that will participate in or organize the Phase IA pilot research.

The purpose of the letter is to demonstrate to the Technical Evaluation Reviewers that the offeror has the capacity to conduct the proposed research with a dedicated sample of research participants.

For research that will occur within an education setting or remote learning setting, a letter of agreement in Section E must come from a school or early care setting indicating that students or children will participate in the research.

For research that will occur in out-of-school learning context (e.g., after-school or summer programs, distance learning programs, on-line programs, enrichment programs, self-directed learning), a letter of agreement in Section E must come from a representative of an organization to indicate that research will be conducted under the auspice of their organization.

The letter must not exceed one (1) page in length.

SECTION F: Letters of Support for Potential Pathways to Commercialize the Proposed Education Technology Product (Maximum 3 letters for Phase IA)

In SECTION F, offerors may include up to three (3) letters of support for potential pathways for the eventual commercial dissemination and sustainability of the proposed novel education technology product that would be fully developed after a successful 2026 Phase IA project *and* a successful 2027 Phase II project. Each letter must not exceed one (1) page in length. Letters must adhere to the requirements as set forth in the solicitation. Historically, the highest scoring proposals have tended to include three (3) letters indicating a clear interest in supporting the product's commercial success and offering a concrete mechanism of support (e.g., investment, adoption, licensing).

Recommendations for Strong Letters of Support for Commercial Pathways:

- Strong letters (1) state the endorser's qualifications (e.g., what expertise does this individual/organization have in the area of the proposed product?), (2) briefly speak to the significance of the proposed novel product in the field of education, (3) refer to plans and pathways that the offeror will pursue to facilitate the wide-scale commercial distribution and sustainability of the product, and (4) may specify future roles or involvement by the endorser or the endorser's organization in commercialization for the product under development down the line (e.g., Phase III), should it be successful.
- Letters speaking to potential pathways for commercial dissemination and sustainability may come from individual experts, associations, organizations in the specific field of interest, future potential distribution partners or investors, or from groups of schools or districts who would potentially adopt the product if it were commercially available, among others.
- Although letters from university professors or individual educators often speak to the significance of an approach, these writers often lack experience with or a connection to the commercialization process and as a result, such letters often do not provide a viable plan or establish that pathways toward commercialization are available on a wide enough scale.
- Offerors should not include letters of endorsement from key members of the project team, such as consultants or subcontractors as a method to confirm a project team member's involvement in the project. Confirmation of involvement of members of the project team is to be provided in "**SECTION C. Project Team, Resources, Résumés, & Certifications**" and can be discussed in terms of how the project is managed.
- Offerors should *not* include letters from banks or personal lenders as a means to demonstrate the potential availability of Phase III (commercialization stage) financing.

- Scanned or copied letters of endorsement or emails from endorsers are appropriate for inclusion in the proposal. However, offerors should ensure that all letters of support are legible.
- There is no requirement that the letters in Section F must come from US-based institutions, although the primary goal of the program is to develop new education technology products to improve education in the United States.
- Letters should be addressed to: "ED/IES SBIR Program Reviewer."

REQUIRED: Financial Connection Disclosure Requirement

If the endorser and the offeror are currently or were ever personally related or financially connected (e.g., the endorsing organization invested in the offeror's company, the endorsing organization was created specifically to commercialize products developed by the offeror, the endorser paid or is paying the offeror for services or products, the offeror is paying the endorser for services), the letter of endorsement is required to include a footnote disclosing and describing the nature of the relationship. This disclosure is intended to clarify for reviewers the precise nature of the relationship between the endorser and the offeror.

Footnotes are not required in letters when there is no current or prior familial or financial connection between the endorser and offeror.

SECTION G: Documentation and Status of SBIR Phase I and Phase II Awards Since 2010

Small businesses or the Project Directors (when at the small business or previously at a different firm) who have received ANY prior SBIR Phase I or II awards from any U.S. Federal agency since **2010** for a project related to topics in this solicitation are required to provide information about those SBIR awards in this section, to include:

- Part I: Opening Statement
- Part II: Phase I & II linked awards
- Part III: Phase I only awards

If neither the offeror or Project Director has received any prior Fast-Track or Phase I, Direct to Phase II, or Phase II awards related to topics in this solicitation, offerors may include an otherwise blank page with the heading "SECTION G: No Prior Phase I or Phase II SBIR awards to report."

Part I: Opening Statement

If the small business [to include other company names operated under/Doing Business As (DBA)] or the Project Director in this proposal has received one or more SBIR awards (Phase I and/or II) from any U.S. Federal agency since 2010 for any topic related to the priorities in this solicitation, a table with an opening statement must be provided below.

Part I: Opening Statement	
Total number of prior Phase I awards received by the *offeror* or the *Project Director* related to topics in this solicitation since 2010:	Choose an item.
Total number of prior Phase II awards received by the *offeror* or the *Project Director* related to topics in this solicitation since 2010:	Choose an item.
Total number of prior Fast Track (Phase I & Phase II) awards received by the *offeror* or the *Project Director* related to topics in this solicitation since 2010:	Choose an item.
Indicate the total combined dollar amount of all prior Phase I & Phase II awards received by the *offeror* or the *Project Director* related to topics in this solicitation since 2010	Click or tap here to enter text.
Provide a succinct statement on the societal impact of each of the products that were developed by the offeror or Project Director with the support of all SBIR projects related to topics in this solicitation since 2010.	Click or tap here to enter text.

Part II: Information on Each Phase I & Linked Phase II Award

Using the template below, *provide a separate table for each* Phase I and subsequent Phase II SBIR award received by the small business or the Project Director related to the topics in this

solicitation since **2010**, if applicable. Phase I awards that were not followed by a Phase II award for the same product should be reported in Part III below. Proposals that do not provide complete and provide accurate information on all applicable prior SBIR awards in the requested format will be rejected without further review. Offerors may expand the sections of the table as needed to provide complete responses.

Duplicate the table template for each Phase I award followed by a Phase II award.

Part II: Information on each Phase I and linked Phase II projects since 2010		
Name of the awarding agency and office:	Click or tap here to enter text.	
Title of the project:	Click or tap here to enter text.	
Dates of award:	**Start (Month/Year)**	**Finish (Month/Year)**
	Click or tap to enter a date.	Click or tap to enter a date.
Phase II Contract/grant number for Phase II:	Click or tap here to enter text.	
URL for the project abstract on the government website for Phase II:	Click or tap here to enter text.	
URL to a YouTube Video featuring the product that was developed with SBIR funding, if available:	Click or tap here to enter text.	
Total Award Amount (Phase I and II combined):	Click or tap here to enter text.	
A short description of the product that was developed as a result of the award:	Click or tap here to enter text.	
If it is a web-based product, provide a link to the product (and login information) so that a reviewer may access the product.	Click or tap here to enter text.	
Information on the Commercialization of the Product		
Detail the number of current active users of the product, including schools, educators, and students (paid and free):	Click or tap here to enter text.	
Detail the number of users of the product over its history, including schools, educators, and students (paid and free):	Click or tap here to enter text.	
Detail the distribution pathways through which the product has been made available to end users:	Click or tap here to enter text.	

Provide the total revenue ($) generated from the sale of the product in the past year and overall in its history:	Click or tap here to enter text.	
Provide information on any follow-on funding agreements or outside investments for commercialization, including dollar ($) amounts and the sources of the funding:	Click or tap here to enter text.	
Other Relevant Information:		
List any industry awards received by the product:	Click or tap here to enter text.	
Provide the Digital Object Identifier (DOI) number for any published peer-reviewed journal publications which resulted from the direct R/R&D of the product. *(Do not include manuscripts "in preparation" or "submitted for review," or conference presentations.)*	Click or tap here to enter text.	
Succinctly describe findings from research that has been conducted to evaluate the promise or efficacy of the product at scale. Describe the sample, design, and all key findings. Include the funding source of this research.	Click or tap here to enter text.	
Indicate whether (**yes or no**) and if so, during what years the offeror or a research partner has leveraged the SBIR awards to subsequently submit a full application (funded or unfunded) to the IES Research Grants programs to evaluate the efficacy of this product.	**Yes** ☐	**No** ☐
	If "Yes," include Years: Click or tap here to enter text.	

Part III: Information on Phase I only Awards (for which no Phase II award followed)
Provide the information in the box below for Phase I awards for which no subsequent Phase II award followed.

Duplicate the table template for each Phase I award when no Phase II was awarded.

Part III: Information on Phase I only Awards (when no Phase II award followed)	
Year	Click or tap here to enter text.
Title	Click or tap here to enter text.
Name of Awarding SBIR Agency	Click or tap here to enter text.
URL to the Abstract on the Government's Website	Click or tap here to enter text.
Phase I Project Description	Click or tap here to enter text.
Current Status of the Product that was Developed in Phase I	Click or tap here to enter text.

SECTION H: Disclosure of Similar or Related Awards or Proposals

If the small business concern has received ANY prior award(s) from ED (grants, contracts, etc.), or any other U.S. Federal agency *for similar or closely related activities*, the offeror must provide the name of the awarding agency, the date of award, the funding agreement number, the amount, and the project title. The offeror must also describe the technical differences and reasons why the proposed new Phase I research is different from the research conducted under prior related awards.

If an offeror has submitted identical proposals containing a significant amount of essentially equivalent work to another funder, a statement must be included in this section indicating: the name of the agency to which proposal(s) was/were submitted; the date of the proposal submission and date of anticipated award; the title, a URL link to the program solicitation under which proposal(s) was/were submitted; the titles of research projects; the name and title of the Project Director for each proposal submitted.

Offerors are not permitted to submit the same or similar proposals under the 2026 Phase IA, IB, or Direct to Phase II solicitations. Any duplicate or similar proposals that are submitted under more than one of these 2026 solicitations will be rejected without review.

If the offeror does not have any similar or closely related activities to report, simply indicate *"No Prior award or under review proposals to report."*

Duplicate the table template for each similar or related award.

Information on similar or closely related activities	
Name of Awarding Agency	Click or tap here to enter text.
Date of award	Click or tap to enter a date.
Type of Award	Click or tap here to enter text.
Funding agreement number	Click or tap here to enter text.
Amount	Click or tap here to enter text.
Title	Click or tap here to enter text.
Funding agreement number	Click or tap here to enter text.
Technical differences and why different than proposed	Click or tap here to enter text.
Current Status of the Product that was Developed in Phase I	Click or tap here to enter text.

SECTION I: Technical and Business Assistance Plan (TABA) (Maximum 1 page)

Per guidance from the Small Business Administration's Technical and Business Assistance (TABA) Project Working Group in the fall of 2018, ED provides awardees the option to use part of the Phase I and II awards for technical assistance for specialized strategic business training.
If offerors choose to use a technical assistance provider/vendor, the offeror is required to include this vendor as a consultant in the budget and to provide a separate detailed budget justification. Per the Small Business Innovation and Economic Security Act, SBIR awardees are also provided the authority to use TABA funds to hire staff, augment staff, or direct staff to conduct or participate in training activities consistent with the eligible uses of TABA funds. (Please note – offerors are not required to utilize funding for this purpose.)

Offerors may request a maximum of $6,500 per Phase I project and a maximum of $50,000 per Direct to Phase II or Phase II project (total across all years) for assistance. Offerors may include TABA funds in the budgets for both phases. However, these funds should be included in the $250,000 budget total and should not be considered additional funding.

Reimbursement is limited to services received that comply with 15 U.S.C. § 638(q), as follows:

> To provide small business concerns engaged in SBIR projects with technical and business assistance services, such as access to a network of scientists and engineers engaged in a wide range of technologies, product sales, IP protections, market research, market validation, development of regulatory plans, manufacturing plans, or access to technical and business literature available through on-line data bases, for the purpose of assisting in such concerns as:
>
> - making better technical decisions;
> - solving technical problems;
> - minimizing technical risks; developing and commercializing new commercial products and processes, including intellectual property protections; and
> - cybersecurity assistance and screening for potential foreign involvement in technology development or commercialization activities.

To request technical assistance from a provider:

- Label the requested cost "Technical Assistance" in the Budget line.
- In this section, provide a detailed description (1-page maximum) of the technical or business assistance that the vendor will provide, including the name of the vendor and the expected benefits and results of the technical or business assistance.

If the offeror does not plan to use the option for TABA, simply indicate *"Not using TABA" on the page under Section I.*

SECTION J: Required Certifications to Include in the Proposal

All offerors must include a completed SBIR/STTR Funding Agreement within Section J of the proposal submission using the form below:

SBIR/STTR Funding Agreement Certification

All small businesses that are selected for award of an SBIR/STTR Funding Agreement must complete this certification at the time of award and any other time set forth in the Funding Agreement that is prior to performance of work under this award. This includes checking all of the boxes and having an authorized officer of the Awardee sign and date the certification each time it is requested.

Please read carefully the following certification statements. The Federal Government relies on the information to determine whether the business is eligible for a Small Business Innovation Research (SBIR) program or Small Business Technology Transfer (STTR) program award. A similar certification will be used to ensure continued compliance with specific program requirements during the life of the Funding Agreement. The definitions for the terms used in this certification are set forth in the Small Business Act, SBA regulations (13 CFR part 121), the SBIR/STTR Policy Directive and also any statutory and regulatory provisions referenced in those authorities.

If the Funding Agreement officer believes that the business may not meet certain eligibility requirements at the time of award, they are required to file a size protest with the U.S. Small Business Administration (SBA), which will determine eligibility. At that time, SBA will request further clarification and supporting documentation in order to assist in the verification of any of the information provided as part of a protest. If the Funding Agreement officer believes, after award, that the business is not meeting certain Funding Agreement requirements, the agency may request further clarification and supporting documentation in order to assist in the verification of any of the information provided.

Even if correct information has been included in other materials submitted to the Federal Government, any action taken with respect to this certification does not affect the Government's right to pursue criminal, civil or administrative remedies for incorrect or incomplete information given in the certification. Each person signing this certification may be prosecuted if they have provided false information.

The undersigned has reviewed, verified, and certifies that (all boxes must be checked unless otherwise directed):

(1) ☐ The Awardee business concern meets the ownership and control requirements set forth in 13 CFR 121.702.

(2) If a corporation – all corporate documents (namely: articles of incorporation and any amendments, articles of conversion, by-laws and amendments, shareholder meeting minutes showing director elections, shareholder meeting minutes showing officer elections, organizational meeting minutes, all issued stock certificates, stock ledger, buy- sell agreements, stock transfer agreements, voting agreements, and documents relating to stock options, including the right to convert non-voting stock or debentures into voting stock) must evidence that the corporation meets the ownership and control requirements set forth in 13 CFR 121.702. (Check one box).

☐ Yes ☐ N/A Explain why N/A: Click or tap here to enter text.

(3) If a partnership -- the partnership agreement evidences that it meets the ownership and control requirements set forth in 13 CFR 121.702. (Check one box).

☐ Yes ☐ N/A Explain why N/A: Click or tap here to enter text.

(4) If a limited liability company – the articles of organization and any amendments, and operating agreement and amendments, evidence that it meets the ownership and control requirements set forth in 13 CFR 121.702. (Check one box).

☐ Yes ☐ N/A Explain why N/A: Click or tap here to enter text.

(5) The birth certificates, naturalization papers, or passports show that any individuals it relies upon to meet the eligibility requirements are U.S. citizens or permanent resident aliens in the United States. (Check one box).

☐ Yes ☐ N/A Explain why N/A: Click or tap here to enter text.

(6) ☐ The Awardee business concern has no more than 500 employees, including the employees of its Affiliates.

(7) ☐ SBA has not issued a size determination currently in effect finding that this business concern exceeds the 500-employee size standard.

(8) During the performance of the award, the Project Director will spend more than one half of their time (based on a 40-hour workweek) as an employee of the Awardee (or Research Institution – STTR only) or has requested and received a written deviation from this requirement from the Funding Agreement officer. (Check one box).

☐ Yes ☐ Deviation approved in writing by Funding Agreement officer: __%

(9) All Essentially Equivalent Work, or a portion of the work, proposed under this project (check applicable line):

☐ Has not been submitted for funding to this Agency or another Federal agency.

☐ Has been submitted for funding to this Agency or another Federal agency but has not been funded under any other grant, contract, subcontract or other transaction.

☐ A portion has been funded by another grant, contract, or subcontract as described in detail in the proposal and approved in writing by the Funding Agreement officer.

(10) During performance of award, the Awardee will perform the applicable percentage of work unless a deviation from this requirement is approved in writing by the Funding Agreement officer (check applicable line and fill in if needed):

☐ SBIR Phase I: at least two-thirds (66 2/3%) of the research.

☐ SBIR Phase II: at least half (50%) of the research.

☐ STTR Phase I or Phase II: at least forty percent (40%) of the research.

☐ Deviation approved in writing by the Funding Agreement officer (SBIR only):__%

(11) ☐ During performance of award, the R/R&D will be performed in the United States.

(12) ☐ During performance of award, the R/R&D will be performed at the Awardee's facilities by the Awardee's employees, except as otherwise indicated in the SBIR/STTR application and approved in the Funding Agreement.

(13) The SBIR Awardee has registered itself on SBA's database as majority-owned by venture capital operating companies, hedge funds or private equity firms (check one box).

☐ Yes ☐ N/A Explain why N/A: Click or tap here to enter text.

(14) The SBIR Awardee is a Covered Small Business Concern (a Small Business Concern that: (a) was not majority-owned by multiple venture capital operating companies (VCOCs), hedge funds, or private equity firms on the date on which it submitted an application in

response to an SBIR solicitation; and (b) on the date of the SBIR award, which is made more than 9 months after the closing date of the solicitation, is majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms). (Check one box).

☐ Yes ☐ No

(15) ☐ I will notify this Agency immediately if all or a portion of the work authorized and funded under this award is subsequently funded by another Federal Agency.

(16) [*For STTR only*] The Small Business Concern, and not a partnering Research Institution, is exercising management direction and control of the performance of the STTR Funding Agreement.

☐ Yes ☐ No

(17) ☐ I understand that the information submitted may be given to Federal, State, and local agencies for determining violations of law and other purposes.

(18) ☐ I am an officer of the business concern authorized to represent it and sign this certification on its behalf. By signing this certification, I am representing on my own behalf, and on behalf of the business concern that the information provided in this certification, the application, and all other information submitted in connection with this application, is true and correct as of the date of submission. I acknowledge that any intentional or negligent misrepresentation of the information contained in this certification may result in criminal, civil or administrative sanctions, including but not limited to: (1) fines, restitution and/or imprisonment under 18 U.S.C. 1001; (2) treble damages and civil penalties under the False Claims Act (31 U.S.C. 3729 et seq.); (3) double damages and civil penalties under the Program Fraud Civil Remedies Act (31 U.S.C. 3801 et seq.); (4) civil recovery of award funds, (5) suspension and/or debarment from all Federal procurement and non-procurement transactions (FAR subpart 9.4 or 2 CFR part 180); and (6) other administrative penalties including termination of SBIR/STTR awards.

Signature	Date __ /__ /__
Print Name (First, Middle, Last)	
Title	
Business Name	

Offerors that are majority-owned by multiple venture operating companies, hedge funds, or private equity firms must also include the following certification. For all others, this certification is not applicable:

Certification for SBIR Applicants that are Majority-Owned by Multiple Venture Capital Operating Companies, Hedge Fund or Private Equity Firms

Any small business that is majority-owned by multiple venture operating companies (VCOCs), hedge funds, or private equity firms and is submitting an application for an SBIR Funding Agreement must complete this certification prior to submitting an application. This includes checking all of the boxes and having an authorized officer of the Applicant sign and date the certification each time it is requested.

Please read carefully the following certification statements. The Federal Government relies on the information to determine whether the business is eligible for a Small Business Innovation Research (SBIR) program award and meets the specific program requirements during the life of the Funding Agreement. The definitions for the terms used in this certification are set forth in the Small Business Act, SBA regulations (13 CFR part 121), the SBIR/STTR Policy Directive and also any statutory and regulatory provisions referenced in those authorities.

If the Funding Agreement officer believes that the business may not meet certain eligibility requirements at the time of award, he/she is required to file a size protest with the U.S. Small Business Administration (SBA), which will determine eligibility. At that time, SBA will request further clarification and supporting documentation in order to assist in the verification of any of the information provided as part of a protest. If the Funding Agreement officer believes, after award, that the business is not meeting certain Funding Agreement requirements, the agency may request further clarification and supporting documentation in order to assist in the verification of any of the information provided.

Even if correct information has been included in other materials submitted to the Federal Government, any action taken with respect to this certification does not affect the Government's right to pursue criminal, civil or administrative remedies for incorrect or incomplete information given in the certification. Each person signing this certification may be prosecuted if they have provided false information.

The undersigned has reviewed, verified, and certifies that (<u>all boxes must be checked</u>):

(1) ☐ The Applicant is NOT more than 50% owned by a single VCOC, hedge fund, or private equity firm.

(2) ☐ The Applicant is more than 50% owned by multiple domestic business concerns that are VCOCs, hedge funds, or private equity firms.

(3) ☐ I have registered with SBA at www.SBIR.gov as a business that is majority-owned by multiple VCOCs, hedge funds or private equity firms.

(4) ☐ I understand that the information submitted may be given to Federal, State, and local agencies for determining violations of law and other purposes.

(5) ☐ All the statements and information provided in this form and any documents submitted are true, accurate, and complete. If assistance was obtained in completing this form and the supporting documentation, I have personally reviewed the information, and it is true and accurate. I understand that, in general, these statements are made for the purpose of determining eligibility for an SBIR Funding Agreement and continuing eligibility.

(6) ☐ I understand that the certifications in this document are continuing in nature. Each SBIR Funding Agreement for which the small business submits an offer or application or receives an award constitutes a restatement and reaffirmation of these certifications.

(7) ☐ I understand that I may not misrepresent status as small business to: 1) obtain a contract under the Act; or 2) obtain any benefit under a provision of Federal law that references the SBIR program.

(8) ☐ I am an officer of the business concern authorized to represent it and sign this certification on its behalf. By signing this certification, I am representing on my own behalf, and on behalf of the SBIR Applicant or Awardee, that the information provided in this certification, the application, and all other information submitted in connection with this application, is true and correct as of the date of submission. I acknowledge that any intentional or negligent misrepresentation of the information contained in this certification may result in criminal, civil or administrative sanctions, including but not limited to: (1) fines, restitution and/or imprisonment under 18 U.S.C. 1001; (2) treble damages and civil penalties under the False

Claims Act (31 U.S.C. 3729 et seq.); (3) double damages and civil penalties under the Program Fraud Civil Remedies Act (31 U.S.C. 3801 et seq.); (4) civil recovery of award funds, (5) suspension and/or debarment from all Federal procurement and nonprocurement transactions (FAR subpart 9.4 or 2 CFR part 180); and (6) other administrative penalties including termination of SBIR/STTR awards.

Signature	*Date__/__/___*
Print Name (First, Middle, Last)	
Title	
Business Name	

Sections K through Section N Introduction

Commencing with the Congressional reauthorization of the SBIR/STTR program in 2022, U.S. Federal Agencies operating SBIR/STTR programs were required to establish a Foreign Influence Due Diligence process to assess the potential for undue influence (including financial or other affiliations) by foreign countries of concern. These countries include the People's Republic of China, the Democratic People's Republic of Korea, the Russian Federation, the Islamic Republic of Iran, and any other country determined by the U.S. Secretary of State to be a country of concern with respect to SBIR. Malign foreign talent recruitment programs are of particular concern. The SBIR/STTR programs are also charged with ensuring that Small Business Entities that receive federal funding establish appropriate cybersecurity practices to protect against unauthorized access to proprietary Research and Development technology and information.

The following Sections K through N require offerors to disclose foreign affiliations, associations, and funding sources (both from countries of concern and other foreign countries) that may need to be considered as ED/IES conducts its Foreign Influence Due Diligence process prior to making SBIR awards to individual offerors. Disclosed foreign affiliations or funding sources are not, by default, grounds for declining to make an SBIR award, but will be evaluated for potential risk of foreign influence and may require further risk mitigation measures or may disqualify an offeror from award without further discussion. In cases where the due diligence analysis discovers undisclosed foreign associations, affiliations, or funding sources ED/IES reserves the right to decline to recommend the IES proposal for award or propose mitigation strategies to reduce or eliminate such risks. If a proposal is awarded, updated disclosures must be provided within 30 days of any substantive changes to project.

SECTION K: Foreign Influence Disclosure and Certification

The following definitions apply to Section K (the numbers preceding each definition reflect the numbers assigned to the same or a similar definition in SBIR and STTR Extension Act of 2022 codified at 15 USC § 631):

(15) Covered individual - the term "covered individual" refers to any individual who

(A) contributes in a substantive, meaningful way to the scientific development or execution of a research and development project proposed to be carried out with a research and development award from a Federal research agency; or

(B) is designated as a covered individual by the Federal research agency concerned; for the Department of Education (ED), this is to include, at minimum, the Project Director, the authorized signing official, and any individual with 25% or greater financial interest or ownership in the business;

(16) Foreign affiliation - the term "foreign affiliation" means a funded or unfunded academic, professional, or institutional appointment or position with a foreign government or government-owned entity or based in a foreign country, whether full-time, part-time, or voluntary (including adjunct, visiting, or honorary);

(17) Foreign Country of Concern - the term "foreign country of concern" means the People's Republic of China, the Democratic People's Republic of Korea, the Russian Federation, the Islamic Republic of Iran, or any other country determined to be a country of concern by the Secretary of State with respect to SBIR;

(18) Malign Foreign Talent Recruitment Program - the term "malign foreign talent recruitment program" has the meaning given such term in section 19237 of Title 42; (see below)

(19) Federally funded award - the term "federally funded award" means a Phase I, Phase II (including a Phase II award under subsection (cc)), or Phase III SBIR or STTR award made using a funding agreement.

Malign Foreign Talent Recruitment Program

(4) Malign foreign talent recruitment program (42 USC 19237, as October 20, 2022)

The term "malign foreign talent recruitment program" means-

(A) any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non de minimis value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country, whether or not directly sponsored by the foreign country, to the targeted

individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue, in exchange for the individual-

(i) engaging in the unauthorized transfer of intellectual property, materials, data products, or other nonpublic information owned by a United States entity or developed with a Federal research and development award to the government of a foreign country or an entity based in, funded by, or affiliated with a foreign country regardless of whether that government or entity provided support for the development of the intellectual property, materials, or data products;

(ii) being required to recruit trainees or researchers to enroll in such program, position, or activity;

(iii) establishing a laboratory or company, accepting a faculty position, or undertaking any other employment or appointment in a foreign country or with an entity based in, funded by, or affiliated with a foreign country if such activities are in violation of the standard terms and conditions of a Federal research and development award;

(iv) being unable to terminate the foreign talent recruitment program contract or agreement except in extraordinary circumstances;

(v) through funding or effort related to the foreign talent recruitment program, being limited in the capacity to carry out a research and development award or required to engage in work that would result in substantial overlap or duplication with a Federal research and development award;

(vi) being required to apply for and successfully receive funding from the sponsoring foreign government's funding agencies with the sponsoring foreign organization as the recipient;

(vii) being required to omit acknowledgment of the recipient institution with which the individual is affiliated, or the Federal research agency sponsoring the research and development award, contrary to the institutional policies or standard terms and conditions of the Federal research and development award;

(viii) being required to not disclose to the Federal research agency or employing institution the participation of such individual in such program, position, or activity; or

(ix) having a conflict of interest or conflict of commitment contrary to the standard terms and conditions of the Federal research and development award; and

(B) a program that is sponsored by-

(i) a foreign country of concern or an entity based in a foreign country of concern, whether or not directly sponsored by the foreign country of concern;

(ii) an academic institution on the list developed under section 1286(c)(8) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; 1 Public Law 115–232)[1]; or

(iii) a foreign talent recruitment program on the list developed under section 1286(c)(9) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; 1 Public Law 115–232).

[1] 10 USC Subtitle A, PART V, Subpart E: Research and Engineering (house.gov).

Firm Name: _____

Firm EIN (UEI if EIN is unavailable): _____

As indicated below, this document may contain trade secrets or commercial or financial information that is privileged or confidential and is exempt from public disclosure. Such information shall be used or disclosed only for evaluation purposes or in accordance with a financial assistance agreement between the submitter and the Department. The Department may use or disclose any information that is not appropriately marked or otherwise restricted, regardless of source.

Disclosure Questions

(Add additional rows as needed)

1. Please list all Covered Individuals involved in this project, including all individuals who contribute in a substantive, meaningful way to the scientific development or execution of the proposed research and development project. This must include the Principal Investigator, the authorized signing official, and any individual with 25% or greater financial interest or ownership in the business. Please also include any other individuals (i.e., key personnel) who will contribute significantly to the development or execution of the proposed project.

Full Legal Name	Street Address	City	State/Province	Zip	Country	Project Role

2. Does the applicant or awardee have an owner, officer, or covered individual that has a foreign affiliation with a research institution located in a foreign country of concern?

   ☐ **Yes** ☐ **No** *If yes, disclose the first and last name of each owner, officer, or covered individual that has a foreign affiliation with a foreign country of concern, identify their role (i.e., owner, officer, or covered individual), and the name of the foreign research institution and the foreign country of concern where it is located.*

Full Legal Name	Role	Name of Foreign Research Institution	Country

3. Is your small business concern wholly owned in a foreign country?

   ☐ **Yes** ☐ **No** *If yes, please disclose the foreign country.*

Foreign Country

4. Is any owner or covered individual party to any malign foreign talent recruitment program?

   ☐ **Yes** ☐ **No** *If yes, please disclose the name of each owner, officer, or covered individual and the foreign talent recruitment program.*

First Name	Last Name	E-mail Address	Role (Owner or Covered Individual)	Current Country of Residence	Foreign Talent Recruitment Program (including Country Name)

5. Is there a parent company, joint venture, or subsidiary, of your small business concern that is based in or received funding from, any foreign country of concern?

   ☐ **Yes** ☐ **No** *If yes, please disclose the name and address of each parent company, joint venture, or subsidiary.*

Entity Name	Street Address	City	State/Province	Zip	Country	Relationship (i.e., Joint Venture, Subsidiary)

6. Does your small business concern have any venture capital or institutional investment?

   ☐ **Yes** ☐ **No** *If yes, please proceed to question 6a . If no, please proceed to question 7.*

   6a. Does the investing entity have a general partner or any other individual holding a leadership role who has a foreign affiliation with any foreign country of concern? ☐ **Yes** ☐ **No** *If yes, please populate the table below. If no, please proceed to question 7.*

Venture Capital or Institutional Investor	Percentage of Investment	Type of Investment (e.g., Equity, Debt, or Equity and Debt)
☐ Check box if this table contains trade secrets or commercial or financial information this is privileged or confidential and exempt from public disclosure.		

7. During the previous 5-year period, did your small business concern have any technology licensing or intellectual property sales or transfers to a foreign country of concern?

   ☐ **Yes** ☐ **No** *If yes, please disclose the name and address of the institution or entity that licensed, purchased, or received the technology or intellectual property.*

Licensee or Intellectual Property Buyer Name	Foreign Country of Concern	Street Address	City	State	Zip	Country
☐ Check box if this table contains trade secrets or commercial or financial information this is privileged or confidential and exempt from public disclosure.						

Questions 8 and 9 relate to ANY foreign countries.

8. Does your small business concern have any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a foreign state or any foreign entity?

   ☐ **Yes** ☐ **No** *If yes, please disclose the name and address of the enterprise and the nature of the business relationship.*

Enterprise or Foreign Entity Name	Relationship Type (i.e., current or pending contractual arrangement, financial obligation, other agreement/business arrangement, joint venture-like arrangement)	Description of Relationship	Enterprise Owned by a Foreign State (Y/N)	Foreign State/Entity & Country Name

☐ Check box if this table contains trade secrets or commercial or financial information this is privileged or confidential and exempt from public disclosure.				

9. Is there any foreign business entity, offshore entity, or entity outside the United States related to your small business concern?

☐ **Yes** ☐ **No** *If yes, please disclose the name and address of the entity and the relationship to your small business concern.*

Entity Name	Entity Type (i.e., foreign business entity, offshore entity, entity outside the United States)	Description of Relationship	Foreign State/Entity Country Name	Street Address	City	State	Zip	Country
☐ Check box if this table contains trade secrets or commercial or financial information this is privileged or confidential and exempt from public disclosure.								

Certification

I certify to the best of my knowledge and belief that the information contained in this Disclosure of Foreign Relationships is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3733 and 3801-3812).

I understand that the small business concern will be required to repay all amounts received under the award if there is a material misstatement that ED determines poses a risk to national security, or there is a change in ownership, change to entity structure, or other substantial change in circumstances of the small business concern that ED determines poses a risk to national security. (15 U.S.C. § 638(g)).

I further understand and agree that (1) the statements and representations made herein are material to ED's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award if: (i) there is any change to a disclosure required under questions 1-7, (ii) there is any material misstatement that ED could determine poses a risk to national security, or (iii) there is a change in ownership, change to entity structure, or other substantial change in circumstances of the small business concern that ED could determine poses a risk to national security. (15 U.S.C. § 638(g)).

Signature	*Date* Click or tap to enter a date.
Print Name (First, Middle, Last)	
Role/Title	
Name of Small Business Concern	

The Disclosure of Foreign Relationships is a part ED's due diligence program under 15 U.S.C. § 638(vv) and is exempt from Chapter 35 of Title 44 United States Code (commonly known as the Paperwork Reduction Act).

SECTION L: Patent Information

1. Has the company held any patents?

   ☐ **Yes** ☐ **No** *If yes, populate the table below and answer question 1a. If no, please proceed to question 2.*

Name of the Patent	Patent Number

(Add additional lines as needed)

1.a. Have any of the patents disclosed in the table above been assigned to another entity?

☐ **Yes** ☐ **No** *If yes, populate the table below.*

Name of the Patent	Patent Number	Assignee

(Add additional lines as needed)

2. Has a Covered Individual involved in this project (including all individuals who will contribute in a substantive, meaningful way to the scientific development or execution of the proposed research and development project) held any patents?

   ☐ **Yes** ☐ **No** *If yes, populate the table below and answer question 2a. If no, please proceed to Section M.*

Name of the Patent	Patent Number

(Add additional lines as needed)

2.a. Have any of the patents disclosed in the table immediately above been assigned to another entity?

☐ **Yes** ☐ **No** *If yes, populate the table below.*

Name of the Patent	Patent Number	Assignee

SECTION M: Foreign Funding Information

1. Has the company received any foreign funding (e.g. grants, contracts, cash awards)?

☐ **Yes** ☐ **No** *If yes, populate the table below.*

Type of Funding	Amount	Entity Providing Funding	Country

(Add additional lines as needed)

2. Has any Covered Individuals involved in this project received any foreign funding (e.g. grants, contracts, cash awards)?

☐ **Yes** ☐ **No** *If yes, populate the table below.*

Name of Team Member	Type of Funding	Amount	Entity Providing Funding	Country

(Add additional lines as needed)

SECTION N. COVERED INDIVIDUAL AFFILIATIONS

Each covered individual must complete this section. List items that are relevant to the definition of "foreign country of concern" listed in Section K definition (17).

1. Have you ever attended an educational institution in a foreign country of concern for any length of time?

   ☐ **Yes** ☐ **No** *If yes, populate the table below.*

Educational Institution	Country	Dates

(Add additional lines as needed)

2. Have you ever been employed by a company owned by or located in a foreign country of concern?

   ☐ **Yes** ☐ **No** *If yes, populate the table below.*

Company Name	Position Held	Country where you were physically working	Country of ownership	Dates

(Add additional lines as needed)

3. Have you co-authored any published items or collaborated with an individual who has an affiliation in a foreign country of concern?

   ☐ **Yes** ☐ **No** *If yes, populate the table below.*

Name of Co-Author/Collaborator	Publication Name/ Type of Collaboration	Country	Date

(Add additional lines as needed)

4. Do you have any publications for which the publisher is owned by or has an affiliation with a country of concern?

   ☐ **Yes** ☐ **No** *If yes, populate the table below.*

Title of Item	Publication Name	Country	Date

(Add additional lines as needed)

5. Have you attended conferences or given presentations in a foreign country of concern?

☐ **Yes** ☐ **No** *If yes, populate the table below.*

Event Name	Attended	Presented	Location	Year	Compensation
	☐Yes ☐No	☐Yes ☐No			☐Yes ☐No
	☐Yes ☐No	☐Yes ☐No			☐Yes ☐No

(Add additional lines as needed)

IV. INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal Submission

A single MS WORD or PDF document must be emailed to:

David.Yadeta@ed.gov, Contract Specialist with a CC to

David.Geary.ed.gov, Contracting Officer

The due date and time for the receipt of proposals is *11 a.m. EST on June 29, 2026*. All components of the proposal, including the Video Demonstration and the letter from an education setting, must be submitted in a single PDF or Word Document prior to the deadline. Proposals without the required components (to include certifications and signatures) will not be reviewed.

ED's email servers will *not* accept files larger than 25MB; therefore, ***proposals over 25MB will not be accepted.*** Hence, ED strongly recommends that offerors assess the size of their documents and files prior to submitting the proposal via email.

No physical packages will be accepted. Only proposals submitted to the email address above prior to the deadline will be considered. No other method of electronic proposal submission (e.g., faxed proposals) will be accepted.

Proposal Package

The email to David.Yadeta@ed.gov and David.Geary@ed.gov must contain one (1) Phase I proposal in PDF or MS WORD format.

The document *must* be named using the following file nomenclature:
"CompanyName.PhaseIA.ProposalTitle.pdf" or
"CompanyName.PhaseIA.ProposalTitle.doc(x)"

Note: The total character count for the nomenclature is limited to 50 characters.

Please avoid or shorten excessively long company names and proposal title names when creating the document.

All components of the electronic version of the proposal (Project Information, Project Narrative, all Appendices) must be included as a single file.

If submitting the proposal in PDF format, offerors are strongly encouraged to confirm that their email attachment can be opened by an Adobe reader before final submission. ED currently uses Adobe Acrobat XI to open PDF files. While compatibility should exist across all Adobe platforms, it has been ED's experience that occasionally PDF files are corrupted upon creation, precluding our ability to accept the proposal.

Approximately 48 hours to one week after the proposal is received, ED personnel will send an email to the individual listed as the Project Director to provide notification that the proposal was received. If you do not receive email confirmation after one week, please contact David.Yadeta@ed.gov, Contract Specialist, with a CC to David.Geary.ed.gov, Contracting Officer.

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. E.T. 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 will be posted on the SAM.gov where the Phase IA solicitation is posted. See Part VI. Additional Information, Section F for details.
- 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 proposal submitted in response to this solicitation to be valid for 180 days from the closing date of the solicitation, unless otherwise specified by the offeror. Debriefings will be conducted in accordance with FAR Subpart 15.5.
- Offerors are strongly encouraged to submit their proposals well in advance of the deadline. This allows sufficient time for email servers to function properly, and helps

avoid last-minute mistakes such as a corrupt file attachment, an error in the email address, a system overload, etc. The proposal must be received by the Department's servers by the posted deadline in order to be considered timely. For example, if the deadline is 11:00 A.M. E.T., and the offeror submits their email at 10:55 A.M. E.T., but the Department's servers time-stamp receipt of the email at 11:01 A.M. E.T., the proposal **will be considered "late" and not reviewed.**

V. METHOD OF SELECTION AND EVALUATION CRITERIA

Introduction

The goal of the ED-supported R/R&D, through the SBIR program, is to contribute to solving education problems through the development of commercially viable products, and to provide reliable information about the promise of products for improving learning or instruction. As such, the reviewers will assess multiple aspects of the proposal to judge the likelihood that the proposed R/R&D will meet these goals.

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 Phase I proposals will be evaluated and judged on a competitive basis solely against the evaluation criteria listed below. 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.

Review

All Phase I proposals will potentially go through three stages of review: (1) Pre-review screening, (2) Triage evaluation, and (3) Full technical review.

STAGE 1: Pre-Review Screening

All Phase I proposals will undergo 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 not be reviewed or receive further consideration:

- Does the Technical Narrative include all the required components?
- Does the proposal contain all required components listed in the "Proposal Checklist?"
- In Section A Cover Pages (Q. Project Certifications), did the offeror indicate "Yes" (or N/A) for the following items?

Yes ☐	No ☐		The proposal is for the development of a novel education technology product for which no or limited previous R&D has occurred.
Yes ☐	No ☐	N/A ☐	In cases where "limited" technological development has already occurred, the prototype is not yet able to be used by end-users (e.g., learners, educators, administrators) without the assistance of the developer, and if development continues after the proposal is submitted, a functioning prototype will not be ready prior to the project start date of October 5, 2026. *(If no previous development has occurred, please check N/A.)*
Yes ☐	No ☐	N/A ☐	The novel education technology product that is proposed under the Phase IA solicitation will be independent from (will not be integrated with) any other existing education technology prototypes or products previously developed by the small business (or a member of the project team). *(If the company and project team members have not previously developed education technology prototypes or projects, please check N/A.)*
Yes ☐	No ☐	N/A ☐	The novel education technology product that is proposed under the Phase IA solicitation will employ a different technological approach from any other existing education technology prototypes or products previously developed by the small business (or a member of the project team). *(if the company and project team members have not previously developed education technology prototypes or projects, please check N/A.)*

Any deviations from the proposal instructions will lead to a proposal being rejected without further review.

STAGE 2: Triage Evaluation Round

The purpose of the Triage Evaluation Round is to determine whether a proposal is recommended for review by a full panel. The Phase IA Triage will include up to two reviewers per proposal, including research scientists and education technology experts from the agency or other federal agencies. The Triage Evaluation Round process is as follows:

- There are two Rounds in the Triage review.
- Reviewers will independently review each proposal based on the evaluation criteria listed below in this section.
- Each reviewer will provide a recommendation for each proposal to either (a) "advance for further review" or (b) "not advance for further review."

- If at least one of the two reviewers provide an "advance for further review" recommendation, a proposal will advance to the Technical Evaluation Review Panel Round. (If this occurs in the first round, the proposal does not require a second reviewer in the Triage review.)
- If both reviewers provide a "not advance for further review" recommendation, a proposal will not advance to the Technical Evaluation Review Panel Round.
- Proposals that do "not advance for further review" will receive a single written evaluation prepared by one Triage Reviewer identifying major strengths and weaknesses of the proposal.
- Proposals that are recommended to "advance for further review" will receive written evaluations from each of the three Technical Evaluation Review Panel Reviewers as described below.

STAGE 3: Technical Evaluation Review Panel Round

The purpose of the Technical Evaluation Review Panel Round is to evaluate proposals to determine the most promising products. The Phase I Technical Evaluation Review Panels will consist of three reviewers from the agency or other Federal agencies, including research scientists and education technology experts. The Technical Evaluation Review Panel Round process is as follows:

- Reviewers will review proposals and prepare written evaluations identifying strengths and weaknesses for each of the evaluation criteria (listed below).
- Reviewers will assign scores based on these evaluation criteria, with the maximum number of points for each criterion listed in parentheses.
- Scores on each of the five criteria will be summed (for a maximum of 100 points).
- Proposals from all Phase I 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.

A. Evaluation Criteria

Each Phase IA proposal will be evaluated during the Triage Evaluation Round and (where applicable) the Technical Evaluation Review Panel Round according to its (1) Significance, (2) Phase I R&D Plan, (3) Project Team and Budget, and (4) Prior SBIR Awards (if applicable).

Details are described in the sections below.

(1) Significance (40 points)

- If a YouTube video is included, does its clearly describe or present the proposed new education technology product and does it demonstrate the significance of the proposed product?
- Does the proposal clearly describe an entirely new education technology product (for which no or limited technological development has previously occurred) that would be developed as a result of the Phase IA and Phase II projects? Is the proposed novel product independent of and distinct from existing education technology products developed by the offeror?
- If the new product is developed as proposed in Phase IA and II, would the education technology product significantly improve education outcomes more than the existing prototype or product?
- Does the proposal present results from concept testing research in which intended users provided feedback after viewing mock-ups of the proposed product?
- *If applicable.* For projects to develop a prototype of a new education technology product for which some limited previous development has already occurred, did the proposal (a) describe what development has already occurred and (b) detail research findings that demonstrate the merit of the approach and insights gained?
- Does the proposal present a strong theoretical framework and present research from the extant peer-reviewed scholarly literature to demonstrate that the product will lead to the intended outcomes?
- Would the product have a competitive advantage in the marketplace compared to other existing products or practices?
- Based on the proposal and the letters included in Based on the proposal and the letters included in "SECTION F. Letters of Support for Potential Pathways To Commercialize The Proposed Product," are strong plans in place and are pathways available for the eventual commercialization of the proposed product after it is fully developed?

(2) Phase I R/R&D Objectives and Work Plan (30 points)

- Does the offeror describe what the prototype of the new education technology product will be and how it will function at the end of Phase I?
- Does the proposal describe how the prototype will be developed? Will the prototype be developed as proposed?
- Is the research design appropriate for demonstrating the usability and feasibility of the prototype by the end of the Phase IA project? Is the plan for concept testing the plans or mock-ups to obtain user feedback on the full product development plan in Phase II appropriate and useful?
- Has the offeror provided one letter of agreement from a representative at an education setting to participate in the Phase IA research.

(3) Project Team, Budget, and Prior SBIR Projects (if applicable) (30 points)

- Does the Project Director have the appropriate expertise, experience, and training to oversee and manage the proposed project?
- Do the project team members named in the proposal bring qualified expertise in all of the following areas: technological R/R&D; education theory, practice, and research methods for the development and research of the proposed product; commercialization of education or technology-related products?
- Is the scope of the project appropriate for the proposed Phase IA budget? Is sufficient funding allocated to the actual technological R&D and evaluation of the prototype of the new component, as opposed to other secondary costs?
- In addition to the above criteria, the evaluation weighs the success and status of all previously funded SBIR projects by the firm and the Project Director (if applicable) in education since 2010 after projects end. This evaluation criterion focuses on relevant details provided in the whole of the proposal and in "SECTION G. Documentation and Status of SBIR Phase I And Phase II Awards Since 2010" demonstrating return on investment (ROI) resulting from prior SBIR awards made by the government. Considerations will include (a) commercialization success in the dissemination of all products developed with SBIR funds (e.g., numbers of learners/educators/schools using the product) and sustainability (e.g., the level of revenue generated by the sale of the products or the model that sustains and improves upon the product over time), (b) industry awards for innovation recognizing products, and (c) the results of past research, peer-reviewed publications resulting from research, and ongoing efforts for additional research on product effectiveness.

The Government intends to evaluate proposals and award contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Pursuant to FAR 15.304(c)(3)(iii), the Contracting Officer has determined that due to the unique nature and innovation contained in SBIR proposals, past performance is not an appropriate evaluation factor and will not be evaluated. Past performance in this context is not to be confused with Commercialization Benchmark or the record of success on prior SBIR products after a project ends.

VI. ADDITIONAL INFORMATION

A. SBIR Program Information, Eligibility

The Small Business Innovation Research (SBIR) program is a highly competitive program that encourages domestic for-profit small businesses to engage in Federal Research/Research and Development (R/R&D) with the potential for commercialization. Through a competitive awards-based program, SBIR enables small businesses to explore their technological potential and provide the incentive to profit from its commercialization. By including qualified small businesses in the nation's R&D arena, high-tech innovation is stimulated, and the United States gains entrepreneurial spirit as it meets its specific research and development needs.

The mission of the SBIR program is to support scientific excellence and technological innovation through the investment of Federal research funds in critical American priorities to build a strong national economy. The program's goals are to:

- Stimulate technological innovation.
- Meet Federal research and development needs.
- Foster and encourage participation in innovation and entrepreneurship by women and socially or economically disadvantaged persons.
- Increase private-sector commercialization of innovations derived from Federal research and development funding.

Each year, Federal agencies with extramural research and development (R&D) budgets that exceed $100 million are required to allocate 3.2% (since FY 2017) of this extramural R&D budget to fund small businesses through the SBIR program. Currently, eleven Federal agencies, including ED, participate in the SBIR program. Each agency administers its own individual program within guidelines established by Congress. These agencies designate R&D topics in their solicitations and accept proposals from small businesses. Awards are made on a competitive basis after proposal evaluation.

The ED/IES SBIR program emphasizes product innovation, rigorous and relevant research, and commercialization planning.

- ***Product Innovation –*** ED/IES SBIR projects are funded to invent new forms of technologies or to adapt existing technologies for application in education. Recent emerging technologies funded by the program include artificial intelligence or machine learning-based tutors that personalize learning, virtual and augmented reality-based interventions to engage students in learning academic content, platforms to organize data to inform decision making, technologies to enable and facilitate remote learning and collaborative experiences, and assistive technologies to meet the needs of students with or at risk for disabilities. Many ED/IES SBIR-supported products have received industry awards for technological innovation in education, read about many of the awards in the IES News Archive.

- ***Research –*** ED/IES SBIR requires each project to be evidence-based, and to conduct rigorous and relevant research – including cycles of iterative studies with end-users to inform refinements to prototypes and pilot studies to examine the feasibility of implementation and the promise of finished products to lead to intended outcomes. Many ED/IES SBIR awardees partner with researchers to continue evaluating their product's effectiveness after commercial launch.

- ***Commercialization –*** ED/IES SBIR awardees focus on private sector commercialization after development is complete so that products can be disseminated to the public and used at scale and be sustained over time. In recent years thousands of schools and millions of students and educators across the country used education technology products developed through ED/IES SBIR for in-class and remote learning. See the Success Stories for companies that have commercialized ED/IES SBIR products on a wide scale.

The Three Phases of SBIR/STTR

The SBIR Program is structured in three phases:

- **Phase I** – Phase I is to determine, insofar as possible, the scientific or technical merit of ideas submitted under the SBIR program. The proposal should concentrate on R/R&D that will establish the feasibility of the technological approach, a prerequisite for further ED support in Phase II. Awards through ED/IES SBIR are for periods up to 9 months in amounts up to $250,000.

- **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 or tool. Awards through ED/IES SBIR are for periods up to 2 years in amounts up to $1,000,000.
    - Direct to Phase II awards are made for projects to ready existing evidence-based innovations into commercially viable education technology products that can be used at scale. Direct to Phase II awards are made without a subsequent Phase I project and are for periods up to 2-years in amounts up to $1,000,000.

- **Phase III** – Phase III is for the private-sector commercialization of products that were developed in Phase I and II. ED/IES SBIR does not provide funding for Phase III efforts.

Policy Directive

The Small Business Act (the Act) requires that the SBA issue a policy directive setting forth guidance to the Federal Agencies participating in the SBIR program (Participating Agencies). The design of

ED's SBIR program is designed and implemented in accordance with the SBIR Program Policy Directive.

The SBIR Policy Directive outlines how agencies must generally conduct their programs. When incorporating SBIR policy into agency-specific regulations and procedures, Participating Agencies may develop and apply processes needed to implement the policy effectively; however, no Participating Agency may develop and apply policies, directives, or clauses, that contradict, weaken, or conflict with the policy as stated in the directive.

- SBIR/STTR Policy Directive
- The Small Business Innovation and Economic Security Act reauthorizes through FY2031 and modifies SBIR program, the Small Business Technology Transfer (STTR) program, and related pilot programs.

Eligibility

Only United States small businesses are eligible to participate in the SBIR/STTR programs. A small business must meet the eligibility requirements set forth in 13 CFR 121.702 "What size and eligibility standards are applicable to the SBIR and STTR programs?" at the time of Phase I and II awards, which specify the following criteria

(1) Organized for profit, with a place of business located in the United States
(2) More than 50% owned and controlled by one or more individuals who are citizens or permanent resident aliens of the United States, or by other small business concerns that are each more than 50% owned and controlled by one or more individuals who are citizens or permanent resident aliens of the United States; and
(3) No more than 500 employees, including affiliates (refer to SBA's Table of Size Standards).

The Small Business Administration has developed an SBIR Eligibility Guide for reference.

Majority Owned Small Business Concerns

Beginning with its FY 2018 program, ED accepts proposals and is authorized to make awards to small business concerns owned in majority by multiple venture capital operating companies, hedge funds, or private equity firms. Proposals submitted by these entities in response to this solicitation are subject to the same peer review process that applies to all other applicants to ensure that they meet IES' standards for scientific and technical merit and have the potential for commercialization. Note: The Department cannot award more than 15 percent of its SBIR budget for any single fiscal year to this group of offerors.

Phase I to Phase II Transition Benchmark

Section 6 of the SBIR Policy Directive calls for each Federal agency participating in SBIR to set a Phase I to Phase II transition rate benchmark in response to Section 5165 of the SBIR Reauthorization Act of 2011. The rate is the minimum required ratio of past Phase II/Phase I awards

that an awardee firm must maintain to be eligible for a new Phase I award from a particular agency. The benchmark will apply to those Phase I applicants that have received 20 or more Phase I awards Program-wide. Small businesses can view their transition rate on www.sbir.gov upon completion of registration. When logging in, the Phase I to Phase II transition rate will be displayed in the welcome screen.

The ED/IES SBIR benchmark uses a five-year period and counts an applicant's total number of Phase I awards over the last five fiscal years, excluding the most recently completed fiscal year; and the total number of Phase II awards over the last five fiscal years, including the most recently completed year.

The ED/IES SBIR Phase I to II Transition Benchmark as published in the Federal Register is: For all SBIR Program Phase I contract applicants that have received 20 or more Phase I awards over the 5-year period, the ratio of Phase II awards received to Phase I awards received must be at least 0.25. Small Businesses that do not meet this benchmark are ineligible to submit a proposal to the ED SBIR program.

Commercialization Benchmark

The Commercialization Benchmark requirement applies only to Phase I offerors that have received more than 15 Phase II awards over the past 10 fiscal years, excluding the last two years. These companies must have achieved at least the minimum required levels of commercialization activity, resulting from their past Phase II work, to be eligible to receive a new Phase I award. The current Commercialization Benchmark requirement, agreed upon and established by all 11 SBIR agencies, is that the awardee applicant must have received, to date, an average of at least $100,000 of sales and/or investments per Phase II award received, or have received a number of patents resulting from the SBIR work equal to or greater than 15% of the number of Phase II awards received during the period. Small Businesses that do not meet this benchmark are ineligible to submit a proposal to the ED SBIR program. Please visit the Benchmark Requirements for Phase I offerors for more information. 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. In circumstances where eligibility is unclear, ED will not make an SBIR award until the SBA provides a determination.it appears that an offeror organization does not meet the eligibility requirements, ED will request an evaluation by the SBA. In circumstances where eligibility is unclear, ED will not make an SBIR award until the SBA provides a determination.

Increased Minimum Performance Standards

Effective April 1, 2024, an SBC that received or receives more than 50 Phase II awards during the consecutive period of 10 fiscal years preceding the most recent 2 fiscal years ("covered period"), must have an average of $250,000 of aggregate sales and investments per Phase II award received during such covered period. An SBC that received or receives more than 100 Phase II awards during the consecutive period of 10 fiscal years preceding the most recent 2 fiscal years ("covered period") must have an average of $450,000 of aggregate sales and investments per Phase II award received during such covered period. The SBA is charged with implementation of the increased minimum

performance standards. Each SBC that is subject to an increased minimum performance standard must submit to the SBA supporting documentation evidencing that all covered sales of the SBC were properly used to meet the increased minimum performance standard. Covered sales are defined at 15 U.S.C. § 638(qq)(3)(B)(iii)(II). There are consequences of failure to meet the increased minimum performance standards, including prohibition against receiving more than 20 total Phase I awards and Phase II awards from each agency during the 1-year period beginning on the date on which such determination is made.

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 ED/IES SBIR Program encourages innovative manufacturing-related projects, as defined by the Executive Order.

Reporting Fraud, Waste and Abuse

The Office of Inspector General Hotline at the U.S. Department of Education accepts tips from all sources about potential fraud, waste, abuse, and mismanagement in Department of Education programs. The reporting individual should indicate that the fraud, waste, and/or abuse concerns an SBIR grant or contract, if relevant.

Awards

ED anticipates awarding up to eight (8) firm-fixed price (FFP) contracts under this solicitation.

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. 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 in this solicitation. The number of Phase II awards shall be determined based on the number of high-quality proposals that are submitted and the availability of funds. The Department is under no obligation to fund any specific proposal or make any specific number of awards in a given research priority area.

B. Considerations for Offerors Who are Awarded Contracts

(1) Award Period

Successful offerors have up to (nine) 9 months to carry out the proposed Phase I project.

(2) Prior to a Funding Agreement

Before award of an SBIR funding agreement, the Government will undertake a due diligence investigation of risk of foreign influence and may also request the applicant to submit certain organizational, management, personnel, and financial information to assure responsibility of the applicant.

(3) Monies Expended Before the Award

The Government is not responsible for any monies expended by the applicant before award of any funding agreement.

(4) Institutional Review Board (IRB)

All projects must undergo initial Institutional Review Board (IRB) review for the protection of human subjects prior to conducting any pilot research with users. Initial review will determine whether the research activities require compliance with ED regulations outlined in 34 CFR 97.102, or are exempt. Grounds for exemptions differ for adult versus child participants. Whether the protocol is exempt and if so, on what grounds must be reported to ED post-award. SBIR has established a training module on governmental regulations relating to human and animal protections in research that may be a useful guide or resource.

(5) Phase I Reporting

For Phase I, a kick-off report is required and will be due at the end of week one (1) and an interim progress report at the end of month four (4). A final report is required and will be due at the end of month nine (9). Failure to submit interim or final progress report may result in a delay of payment. The contractor shall email each report to the Contracting Officer's Representative (COR).

The kick-off and interim reports shall include a description of the research and development carried out, 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 I R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED. The kick-off and interim reports shall also include the SBIR Funding Agreement Certification (found below).

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 I R/R&D. This project summary is to be submitted without restriction on publication and may be published by ED. Project team members shall review abstracts posted on the ED/IES SBIR website for examples of content to ensure that the summary can be posted with minimal editing by ED/IES SBIR program staff.
The Phase I final report shall 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. The final report shall also include the (i) Acknowledgement Statement and (ii) SBIR Funding Agreement Certification.

The Phase I final report shall include a final version of the abstract that is posted on the ED/IES SBIR website, including providing a description of the prototype that was developed and the results of the research conducted during Phase I.

(6) Acknowledgement Statement

All presentations or publications shall include the following acknowledgment statement:

Acknowledgement Statement

"The research reported here was supported by the Institute of Education Sciences, U.S. Department of Education, through Contract [insert your contract number here] to [insert your Company's name here]. The opinions expressed are those of the authors and do not represent views of the Institute or the U.S. Department of Education."

(7) Phase I Payment Schedule

Payments will be made in accordance with the payment schedule negotiated and agreed to by the Contracting Officer. The offeror shall include his or her cash flow requirements as part of the budget for Phase I. The Prompt Payment Act allows agencies to pay within 30- days; however, once invoices are received, ED intends to pay 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 9 months after project start. The invoice shall accompany the final summary report.

Contractors shall receive three (3) payments during the Phase I contract performance period. Each invoice shall be accompanied by an interim or final progress report. Payments will be disbursed as follows: $100,000 of the Phase I contract price is reserved for the initial payment; $100,000 of the contract price is reserved for the interim report; and $50,000 is reserved for payment after acceptance of the final report.

(8) Innovations, Inventions and Patents
Rights in Data Developed Under SBIR Funding Agreements

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

LEGEND

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.

(9) 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 that is described in the paragraph above this section.

(10) 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. Furthermore, contractors should adhere to the requirements in FAR clause 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014) when notifying and registering patents.

(11) 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.

(12) 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 Contracting Officer (CO) after consultation with the SBIR program manager.

In addition, the awardee company must also comply with all subcontract reporting requirements included in the contract such as the Federal Funding Accountability and Transparency Act (FFATA) and FAR clause 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

(13) 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 Regulation (FAR). 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.

Standards of Work

Work performed under the contract must conform to high professional standards.

Contract Type

This will be a Firm Fixed-Price contract. The Contractor is obligate 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.

Inspection
Work performed under the contract is subject to Government inspection and evaluation at all reasonable times.

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.

Default
The Government may terminate the agreement if the contractor fails to perform the work contracted.

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.

Disputes
Any dispute concerning the contract that cannot be resolved by agreement shall be decided by the Contracting Officer with right of appeal.

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).

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.

Officials Not to Benefit
No Government official shall benefit personally from the agreement.

Covenant Against Contingent Fees

No person or agency has been employed to solicit or secure the agreement upon an understanding for compensation except bon-a-fide employees or commercial agencies maintained by the contractor for the purpose of securing business.

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.

Patent Infringement
The contractor shall report each notice or claim of patent infringement based on the performance of the agreement.

American Made Equipment and Products
When purchasing equipment or a product under the SBIR contract, purchase only American-made items whenever possible.

Publications
Any publications resulting from this contract shall include 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. Any publications produced with ED/IES SBIR funding are subject to the IES Public Access Policy.

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 Department of Education Acquisition Regulation (EDAR) 3452.224–71 Notice about Research Activities Involving Human Subjects.

Proposal Limitations
Proposals for the development of proven concepts toward commercialization or for market research should not be submitted because such efforts are considered the responsibility of the private sector.

Project Scope
For all Phase I and 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 this 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) Terms of the Contract Are Controlling

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.

(19) No Unsolicited SBIR Proposals are Accepted

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 (to include Direct to Phase II).

(20) Essentially Equivalent Work

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.

(21) Accommodating for Individuals with Special Needs

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).

(22) Freedom of Information Act (FOIA)

While FOIA allows the public to request certain documents from the Government, there are nine specific exemptions as to what may be released. Exemption number four (#4) includes trade secrets and commercial or financial information obtained from a person

[that is] privileged or confidential. The exemption covers two distinct categories of information in Federal agency records, (1) trade secrets, and (2) information that is (a) commercial or financial, (b) obtained from a person, and (c) privileged or confidential. Historically, the most universally accepted definition of a "trade secret" was virtually any information that provides a competitive advantage. The Court of Appeals for the District of Columbia Circuit, however, has adopted a more narrow definition. They have found that a "trade secret" is "a secret, commercially valuable plan, formula, process, or device that is used for the making, preparing, compounding, or processing of trade commodities and that can be said to be the end product of either innovation or substantial effort."[2]

As included in the section of definitions, innovation is something new or improved, having marketable potential, including: (1) development of new technologies; (2) refinement of existing technologies; or (3) development of new applications for existing technologies. Based on this information, it has been determined that proposals submitted under the SBIR Program meet the definition of both innovation and trade secrets. They are original ideas, processes that support the ideas, and research to support the processes, all for the purposes of developing a commercial product, and are therefore exempt from FOIA in their entirety. The Department has consistently applied FOIA exemption #4 in this manner.

(23) Certifications

"SECTION J. Required Certifications to Complete Now at the Time of the Proposal" lists certifications that must completed within the proposal that is submitted. These certifications are also required at points during an award. In addition, contractors must complete the below certification during the contract.

SBIR/STTR Funding Agreement Certification – Life Cycle Certification

All SBIR/STTR Phase I and Phase II (to include Direct to Phase II) Awardees must complete this certification at all times set forth in the Funding Agreement (see § 8(j) of the SBIR/STTR Policy Directive). This includes checking all of the boxes (unless otherwise directed) and having an authorized officer of the Awardee sign and date the certification each time it is requested.

Please read carefully the following certification statements. The Federal Government relies on the information to ensure compliance with specific program requirements during the

[2] 704 F.2d at 1288; see also Freeman v. Bureau of Land Mgmt., 526 F. Supp. 2d 1178, 118889 (D. Or. 2007) (concluding that trade secrets are not limited to processes "actually proven to be" commercially valuable; rather, it was sufficient for plaintiff to show that his manufacturing process "may" have commercial value); Appleton v. FDA, 451 F. Supp. 2d 129, 142 & n.8 (D.D.C. 2006) (rejecting plaintiff's argument that trade secret, as defined in Public Citizen, requires "sole showing of 'innovation or substantial effort,'" and emphasizing that trade secret applies to information that constitutes the "'end product of either innovation or substantial effort'" (quoting Pub. Citizen, 704 F.2d at 1288)).

life of the Funding Agreement. The definitions for the terms used in this certification are set forth in the Small Business Act, the SBIR/STTR Policy Directive, and also any statutory and regulatory provisions referenced in those authorities.
If the Funding Agreement officer believes that the business is not meeting certain Funding Agreement requirements, the agency may request further clarification and supporting documentation in order to assist in the verification of any of the information provided.

Even if correct information has been included in other materials submitted to the Federal Government, any action taken with respect to this certification does not affect the Government's right to pursue criminal, civil or administrative remedies for incorrect or incomplete information given in the certification. Each person signing this certification may be prosecuted if they have provided false information.

The undersigned has reviewed, verified, and certifies that (all boxes must be checked except where otherwise directed):

(1) The Project Director/Project Manager spent more than one half of his/her time (based on a 40-hour workweek) as an employee of the Awardee (or Research Institution – STTR only) or the Awardee has requested and received a written deviation from this requirement from the Funding Agreement officer.

☐ Yes ☐ No ☐ Deviation approved in writing by Funding Agreement officer: __%

(2) All Essentially Equivalent Work, or a portion of the work, performed under this project (check the applicable line):

☐ Has not been submitted for funding to this Agency or another Federal Agency.

☐ Has been submitted for funding to this Agency or another Federal agency but has not been funded under any other grant, contract, subcontract, or other transaction.

☐ A portion has been funded by another grant, contract, or subcontract as described in detail in the proposal and approved in writing by the Funding Agreement officer.

(3) Upon completion of the award, the Awardee will have performed the applicable percentage of work, unless a deviation from this requirement is approved in writing by the Funding Agreement officer (check the applicable line and fill in if needed):

☐ SBIR Phase I: at least two-thirds (66 2/3%) of the research.

☐ SBIR Phase II: at least half (50%) of the research.

☐ STTR Phase I or Phase II: at least forty percent (40%) of the research.

☐ Deviation approved in writing by the Funding Agreement officer (SBIR only):__%

(4) The work is completed and the small business Awardee has performed the applicable percentage of work, unless a deviation from this requirement is approved in writing by the Funding Agreement officer (check the applicable line and fill in if needed):

☐ SBIR Phase I: at least two-thirds (66 2/3%) of the research.

☐ SBIR Phase II: at least half (50%) of the research.

☐ STTR Phase I or Phase II: at least forty percent (40%) of the research.

☐ Deviation approved in writing by the Funding Agreement officer: __%

☐ N/A because work is not completed.

(5) [*For STTR only*] The Small Business Concern, and not a partnering Research Institution, is exercising management direction and control of the performance of the STTR Funding Agreement.

☐ Yes ☐ No

(6) The R/R&D is performed in the United States unless a deviation is approved in writing by the Funding Agreement officer.

☐ Yes ☐ No ☐ Waiver has been granted.

(7) The R/R&D is performed at the Awardee's facilities by the Awardee's employees, except as otherwise indicated in the SBIR/STTR application and approved in the Funding Agreement.

☐ Yes ☐ No

(8) ☐ I will notify this Agency immediately if all or a portion of the work authorized and funded under this award is subsequently funded by another Federal Agency.

(9) ☐ I understand that the information submitted may be given to Federal, State, and local agencies for determining violations of law and other purposes.

(10) ☐ I am an officer of the Awardee business concern authorized to represent it and sign this certification on its behalf. By signing this certification, I am representing on my own behalf, and on behalf of the business concern, that the information provided in this certification, the application, and all other information submitted in connection with the award, is true and correct as of the date

of submission. I acknowledge that any intentional or negligent misrepresentation of the information contained in this certification may result in criminal, civil or administrative sanctions, including but not limited to: (1) fines, restitution and/or imprisonment under 18 U.S.C. 1001; (2) treble damages and civil penalties under the False Claims Act (31 U.S.C. 3729 et seq.); (3) double damages and civil penalties under the Program Fraud Civil Remedies Act (31 U.S.C. 3801 et seq.); (4) civil recovery of award funds, (5) suspension and/or debarment from all Federal procurement and nonprocurement transactions (FAR subpart 9.4 or 2 CFR part 180); and (6) other administrative penalties including termination of SBIR/STTR awards.

Signature	*Date__/__/___*
Print Name (First, Middle, Last)	
Title	
Business Name	

C. Definitions

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

(a) Act. The Small Business Act (15 U.S.C. 631, et seq.), as amended.

(b) Additionally Eligible State. A State in which the total value of funding agreements awarded to SBCs (as defined in this section) under all agency SBIR Programs is less than the total value of funding agreements awarded to SBCs in a majority of other States, as determined by SBA's Administrator in biennial fiscal years and based on the most recent statistics compiled by the Administrator.

(c) Applicant. The organizational entity that qualifies as an SBC at all pertinent times and that submits a contract proposal or a grant application for a funding agreement under the SBIR Program.

(d) Affiliate. This term has the same meaning as set forth in 13 CFR part 121—Small Business Size Regulations, §121.103, What is affiliation? Further information about SBA's affiliation rules and a guide on affiliation is available at www.SBIR.gov and www.SBA.gov/size.

(e) Awardee. The organizational entity receiving an SBIR Phase I, Phase II, or Phase III award.

(f) Commercialization. The process of developing products, processes, technologies, or services and the production and delivery (whether by the originating party or others) of the products, processes, technologies, or services for sale to or use by the Federal government or commercial markets.

(g) Cooperative Agreement. A financial assistance mechanism used when substantial Federal programmatic involvement with the awardee during performance is anticipated by the issuing agency. The Cooperative Agreement contains the responsibilities and respective obligations of the parties.

(h) Covered Small Business Concern. A small business concern that: (1) was not majority-owned by multiple venture capital operating companies (VCOCs), hedge funds, or private equity firms on the date on which it submitted an application in response to a solicitation under the SBIR program; and (2) is majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms on the date of the SBIR award.

(i) Eligible State. A State: (1) where the total value of SBIR and Small Business Technology Transfer (STTR) Program awards made to recipient businesses in the State during fiscal year 1995 was less than $5,000,000 (as reflected in SBA's database of fiscal year 1995 awards); and (2) that certifies to SBA's Administrator that it will, upon receipt of assistance, provide matching

funds from non-Federal sources in an amount that is not less than 50% of the amount of assistance provided.

(j) Essentially Equivalent Work. Work that is substantially the same research, which is proposed for funding in more than one contract proposal or grant application submitted to the same Federal agency or submitted to two or more different Federal agencies for review and funding consideration; or work where a specific research objective and the research design for accomplishing the objective are the same or closely related to another proposal or award, regardless of the funding source.

(k) 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. For the Agency for International Development, the "extramural budget" must not include amounts obligated solely for general institutional support of international research centers or for grants to foreign countries. For the Department of Energy, the "extramural budget" must not include amounts obligated for atomic energy defense programs solely for weapons activities or for naval reactor programs. (Also see §7(i) of this Policy Directive for additional exemptions related to national security.)

(l) Feasibility. The practical extent to which a project can be performed successfully.

(m) Federal Agency. An executive agency as defined in 5 U.S.C. §105, and a military department as defined in 5 U.S.C. 102 (Department of the Army, Department of the Navy, Department of the Air Force), except that it does not include any agency within the Intelligence Community as defined in Executive Order 12333, §3.4(f), or its successor orders.

(n) Federal Laboratory. As defined in 15 U.S.C. §3703, means any laboratory, any federally funded research and development center, or any center established under 15 U.S.C. §§ 3705 & 3707 that is owned, leased, or otherwise used by a Federal agency and funded by the Federal Government, whether operated by the Government or by a contractor.

(o) 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.

(p) Funding Agreement Officer. A contracting officer, a grants officer, or a cooperative agreement officer.

(q) Grant or Contract. A financial assistance mechanism providing money, property, or both to an eligible entity to carry out an approved project or activity. A grant or contract is used whenever the Federal agency anticipates no substantial programmatic involvement with the awardee during performance.

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

(s) Intellectual Property. The separate and distinct types of intangible property that are referred to collectively as "intellectual property," including but not limited to: (1) patents; (2) trademarks; (3) copyrights; (4) trade secrets; (5) SBIR technical data (as defined in this section); (6) ideas; (7) designs; (8) know-how; (9) business; (10) technical and research methods; (11) other types of intangible business assets; and (12) all types of intangible assets either proposed or generated by an SBC as a result of its participation in the SBIR Program.

(t) Joint Venture. See 13 C.F.R. §121.103(h).

(u) Key Individual. The Project Director/project manager and any other person named as a "key" employee in a proposal submitted in response to a program solicitation.

(v) Project Director/Project Manager. The one individual designated by the applicant to provide the scientific and technical direction to a project supported by the funding agreement.

(w) Program Solicitation. A formal solicitation for proposals issued by a Federal agency that notifies the small business community of its R/R&D needs and interests in broad and selected areas, as appropriate to the agency, and requests proposals from SBCs in response to these needs and interests. Announcements in the Federal Register or the GPE are not considered an SBIR Program solicitation.

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

(y) Research or Research and Development (R/R&D). Any activity that is: (1) A systematic, intensive study directed toward greater knowledge or understanding of the subject studied; (2) A systematic study directed specifically toward applying new knowledge to meet a recognized need; or (3) A systematic application 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.

(z) Small Business Concern (SBC). A concern that meets the requirements set forth in 13 C.F.R. §121.702.

(aa) Socially and Economically Disadvantaged SBC (SDB). See 13 CFR part 124, Subpart B.

(bb) Socially and Economically Disadvantaged Individual. See 13 C.F.R. §§ 124.103 & 124.104.

(cc) SBIR Participants. Business concerns that have received SBIR awards or that have submitted SBIR proposals/applications.

(dd) SBIR Technical Data. All data generated during the performance of an SBIR award.

(ee) SBIR Technical Data rights. The rights an SBIR awardee obtains in data generated during the performance of any SBIR Phase I, Phase II, or Phase III award that an awardee delivers to the Government during or upon completion of a Federally-funded project, and to which the Government receives a license.

(ff) Subcontract. Any agreement, other than one involving an employer-employee relationship, entered into by an awardee of a funding agreement calling for supplies or services for the performance of the original funding agreement.

(gg) Technology Development Program.
(1) the Experimental Program to Stimulate Competitive Research of the National Science Foundation as established under 42 U.S.C. 1862g; (2) the Defense Experimental Program to Stimulate Competitive Research of the Department of Defense; (3) the Experimental Program to Stimulate Competitive Research of the Department of Energy; (4) the Experimental Program to Stimulate Competitive Research of the Environmental Protection Agency; (5) the Experimental Program to Stimulate Competitive Research of the National Aeronautics and Space Administration; (6) the Institutional Development Award Program of the National Institutes of Health; and (7) the Agriculture and Food Research Initiative (AFRI) of the Department of Agriculture.

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

(ii) Women-Owned SBC (WOSB). An SBC that is at least 51% owned by one or more women, or in the case of any publicly owned business, at least 51% of the stock is owned by women, and women control the management and daily business operations.

D. Scientific and Technical Information Sources

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

SBIR Program-Related

ED/IES SBIR Program: http://ies.ed.gov/sbir/

Official U.S. Government Small Business Innovation Research Program (SBIR) website: www.sbir.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: https://ies.ed.gov/about/national-center-education-research-ncer

National Center for Special Education: https://ies.ed.gov/about/national-center-special-education-research-ncser

General

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

Report Fraud, Waste, or Abuse: https://oig.ed.gov/oig-hotline

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

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

Contract Opportunities on SAM.gov: https://sam.gov/

E. Proposal Checklist

☐ CLOSING DATE: Are you aware that the closing date and time are **June 29, 2026, at 11 a.m. EST?**

☐ Have you checked SAM.gov for any amendments to the original solicitation? See Part IV. Additional Information, Section F. Navigating Solicitations in SAM.gov for details.

☐ Are all the required components included in each section below? **Proposals without the required components (to include certifications and signatures) will not be reviewed.**

- ☐ **Section A.** Cover Pages
  - ☐ Are items A-T answered?
  - ☐ Has the small business been registered with SAM and provided certification?
  - ☐ Has a PDF FILE of the SBIR.gov SBC Registration Control ID Form been included in the Cover Pages?
  - ☐ Have the Authorized Representative and the Project Director signed?
- ☐ **Section B.** Project Narrative (10 pages maximum)
  - ☐ Did the Phase I Work Plan describe the R/R&D process in which a new education technology prototype will be developed and that a pilot study will be conducted?
- ☐ **Section C.** Project Team and Company, Résumés, and Certifications
  - ☐ Is there a certification page and a 1-page résumé for each individual listed on the project personnel team, signed by the proposed employee and by someone with the authority to bind the company?
- ☐ **Section D**. Phase IA Budget
  - ☐ Is there a Phase I narrative budget justification and budget spreadsheet?
  - ☐ Does the budget demonstrate that the proposing firm is spending a minimum of 66 2/3% ($166,667) of the Phase I funding (no more than 33 1/3% or $82,500 on subawards)?
- ☐ **Section E.** Letter of Agreement for School Participation (Maximum 1 letter)
- ☐ **Section F.** Commercial Pathway Letters (Maximum 3 letters)
- ☐ **Section G.** Documentation And Status of SBIR Phase I and Any Type of Phase II Awards Since 2010
- ☐ **Section H.** Disclosure of Similar or Related Awards or Proposals
- ☐ **Section I.** Technical and Business Assistance Plan (TABA)
- ☐ **Section J.** Required Certifications to Include in the Proposal

☐ **Section K.** Foreign Influence Disclosure and Certification

☐ **Section L.** Patent Information

☐ **Section M.** Foreign Funding Information

☐ **Section N**. Covered Individual Affiliations

☐ Are all files named using the following file nomenclature?

- "CompanyName.PhaseIA.ProposalTitle.pdf"

OR

- "CompanyName.PhaseIA.ProposalTitle.doc(x)"

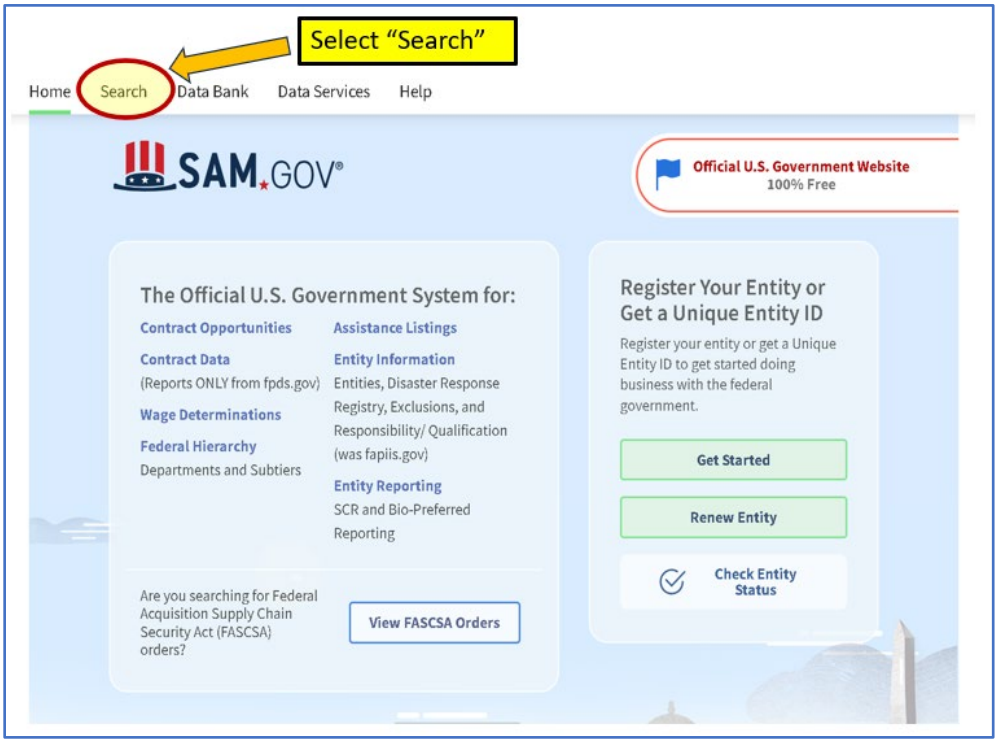
☐ Has a single PDF or MS WORD document been emailed to:

David.Yadeta@ed.gov Contract Specialist, **with a cc to:**
David.Geary.ed.gov, Contracting Officer

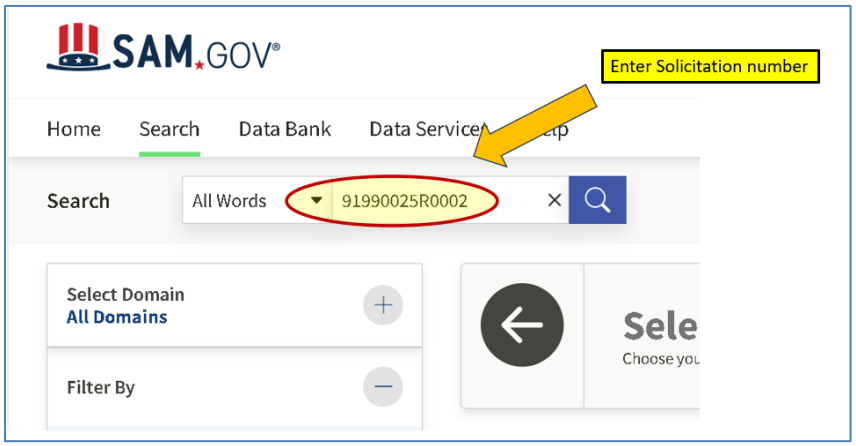
☐ Have you received a confirmation receipt no later than one week?
If not, send an inquiry to David.Yadeta@ed.gov and David.Geary.ed.gov

F. Navigating Solicitations in SAM.gov

Links for solicitations in this document may go to the pre-solicitation landing pages. Please use the following instructions to ensure you are using the most current version of the solicitation.

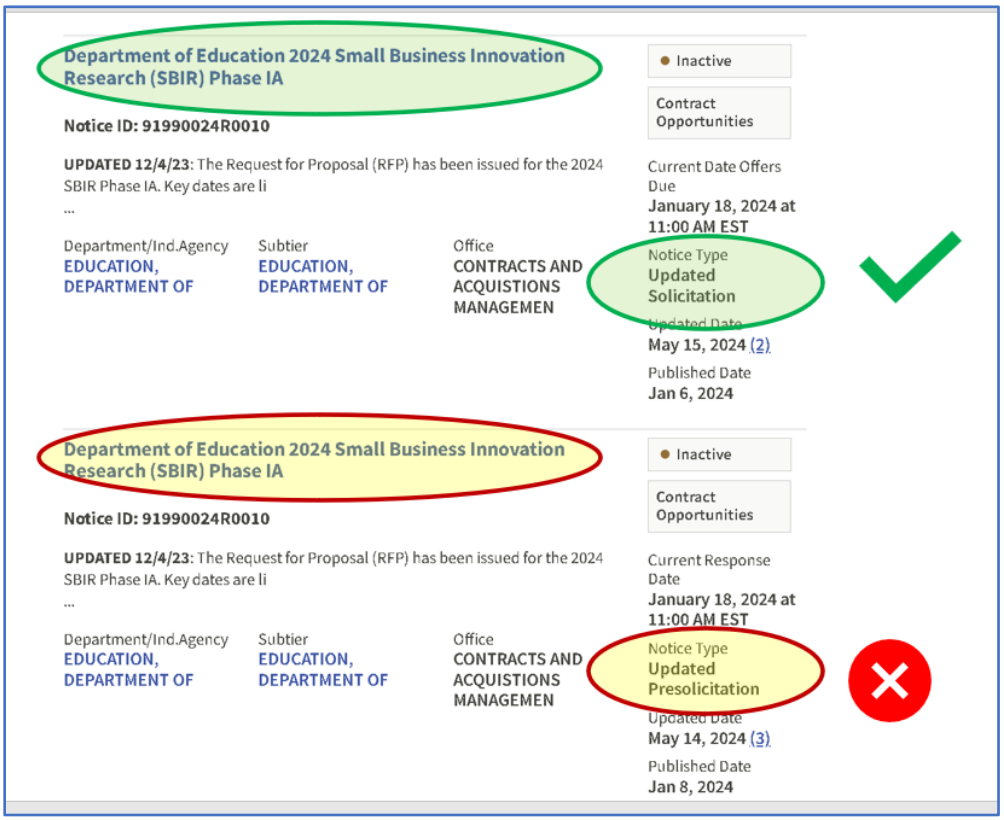


1. Go to SAM.gov and select "search" tab.



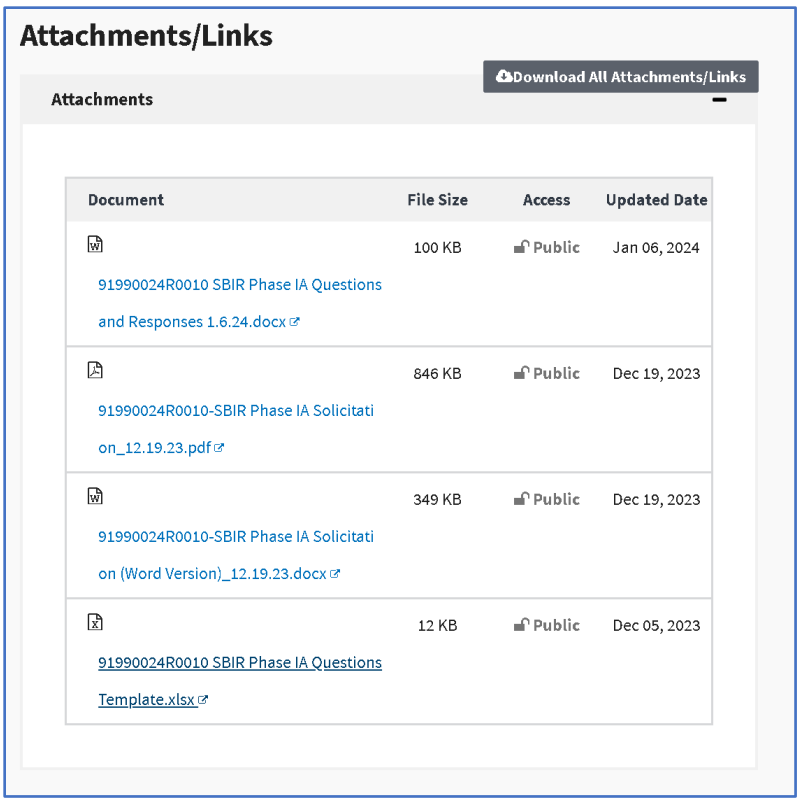
2. Enter the 2026 Phase IA solicitation number into the search box (91990026R0003).

NOTE: The following screenshots are from the 2024 Phase IA solicitation, NOT 2026.

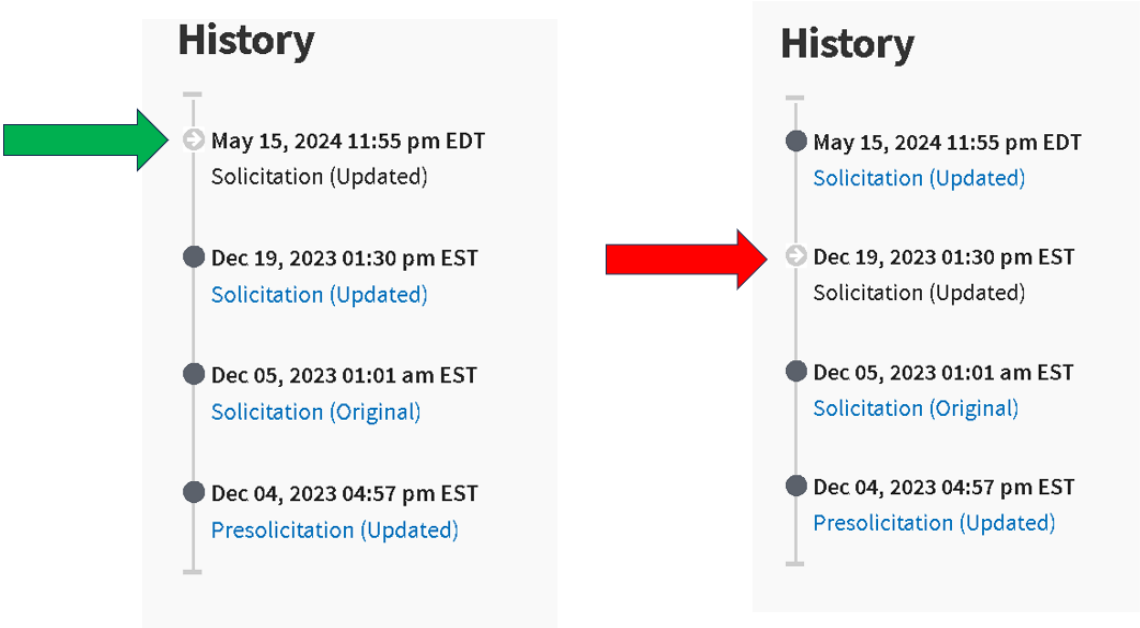


3. If there is more than one option with the same name, select the "**Solicitation**" and *not* the "**Presolicitation**"

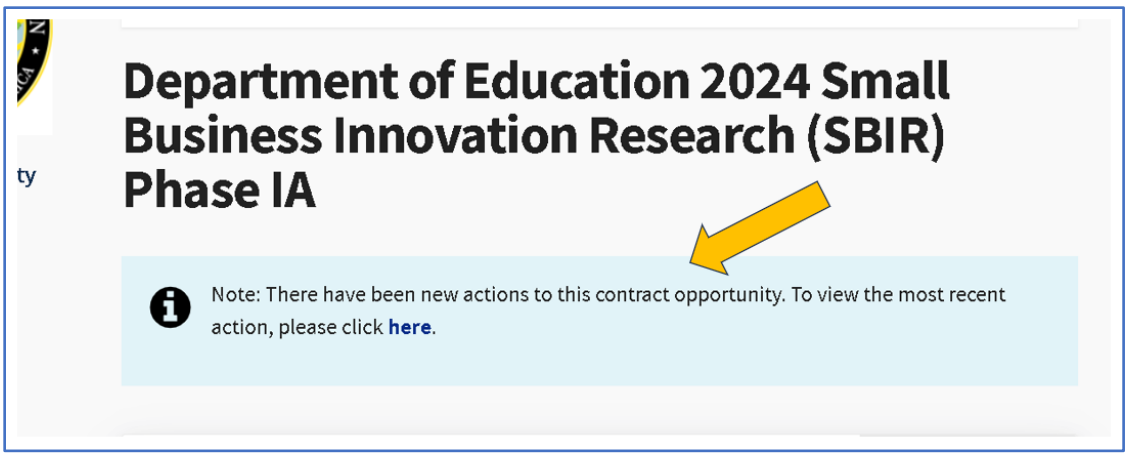
4. Click or scroll to the "Attachments/Links"

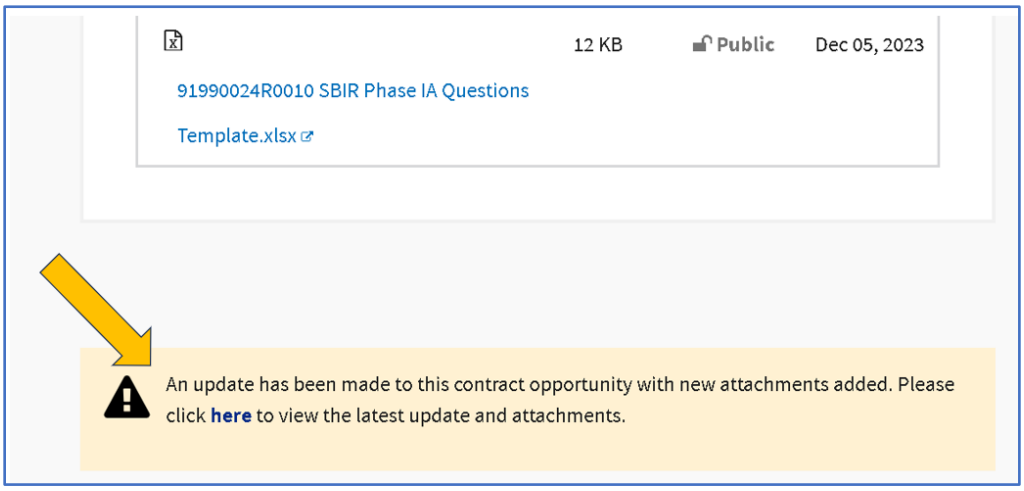


5. Downloadable MS Word and PDF versions of the solicitation with any amendments and questions and answer documents.



6. The history will show which version you are viewing. The example on the left is showing the current version; the right example is showing a previous version.





7. If you see a blue or yellow banner like the ones above, you are not viewing the most current version of the solicitation.

VII. Contracts and Acquisition Management Clauses

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING	PAGE 1 OF PAGES 30

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	91990025R0002	SEALED BID (IFB) NEGOTIATED (RFP)		

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
US Department of Education 400 Maryland Avenue SW, LBJ-2C274 Washington DC 20202	CAMLBJ	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in David.Yadeta@ed.gov, with Cc:david.geary@ed.gov mailto: until 11:00 AM ET *(Hour)* local time JUNE 29, 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawls: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	David Yadeta	202	245-7045		david.yadeta@ed.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART 1 - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	20 - 24
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 6			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7 - 7		J	LIST OF ATTACHMENTS	-
X	D	PACKAGING AND MARKING	8 - 8			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	9 - 9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	25 - 27
X	F	DELIVERIES OR PERFORMANCE	10 - 10				
X	G	CONTRACT ADMINISTRATION DATA	11 - 11	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	28 - 30
X	H	SPECIAL CONTRACT REQUIREMENTS	12 - 19		M	EVALUATION FACTORS FOR AWARD	-

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER *(Type or print)*		27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 6/2014)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	2026 Small Business Innovation Research Phase IA: The Development of a Prototype of an Entirely New Education Technology Product				

Table of Contents

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I)
The total fixed price of this contract is <q>Enter total fixed price of contract</q> .

Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified..

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 302-2a SCOPE OF WORK (SBIRs)(MAY 1997)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Technical Proposal. This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract. The contractor's technical proposal dated June 29, 2026 and Representations and Certifications are hereby incorporated into the contract.

SECTION D
PACKAGING AND MARKING

D.1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to: TBD

(c) Mark deliverables for:

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED-PRICE (AUG 1996)
(Reference 52.246-7)

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference 52.242-15)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
(Reference 52.242-17)

F.3 305-4 PERIOD OF PERFORMANCE (MARCH 1986)
The period of performance shall be from 10/05/2026 to 07/04/2027, inclusive of all specified deliveries and/or task work.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 3452.201-70 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (MAR 2011)

(a) The Contracting Officer`s Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR`s name and contact information: TBD

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

G.2 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

TBD

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 3452.208-72 PAPERWORK REDUCTION ACT (MAR 2011)
(Reference 3452.208-72)

H.2 3452.227-70 PUBLICATION AND PUBLICITY (MAR 2011)
(Reference 3452.227-70)

H.3 3452.227-71 ADVERTISING OF AWARDS (MAR 2011)
(Reference 3452.227-71)

H.4 3452.239-70 INTERNET PROTOCOL VERSION 6 (OCT 2023)
(Reference 3452.239-70)

H.5 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAR 2011)
(Reference 3452.242-73)

H.6 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAR 2011)
(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
(b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

H.7 3452.204-71 CONTRACTOR SECURITY VETTING REQUIREMENTS (OCT 2023)
(a) The Contractor and its subcontractors shall comply with Department of Education personnel, cyber, privacy, and security policy requirements set forth in "Contractor Security Vetting Requirements" at http://www.ed.gov/fund/contract/about/bsp.html.
(b) Contractor employees who will have access to proprietary or sensitive Department information including "Controlled Unclassified Information" as defined in 32 CFR 2002.4(h), Department IT systems, Contractor systems operated with Department data or interfacing with Department systems, or Department facilities or space, or perform duties in a school or in a location where children are present, must undergo a personnel security screening and receive a favorable determination and are subject to reinvestigation as described in the "Contractor Vetting Security Requirements." Compliance with the "Contractor Vetting Security Requirements," as amended, is required.
(c) The type of security investigation required to commence work on a Department contract is dictated by the position designation determination assigned by the Department. All Department Contractor positions are designated commensurate with their position risk/sensitivity, in accordance with title 5 of the Code of Federal Regulations (5 CFR 731.106) and OPM`s Position Designation Tool (PDT) located at: https://pdt.nbis.mil/. The position designation determines the risk level and the corresponding level of background investigations required.
(d) The Contractor shall comply with all Contractor position designations established by the Department.
(e) The following are the Contractor employee positions required under this contract and their designated risk levels:
High Risk (HR):
Moderate Risk (MR):
Low Risk (LR):
(f) For performance-based contracts where the Department has not identified required labor categories for Contractor positions, the Department considers the risk sensitivity of the services to be performed and the access to Department facilities and systems that will be required during performance, to determine the uniform Contractor position risk level designation for all Contractor employees who will be providing services under the contract. The uniform Contractor position risk level designation applicable to this performance-based contract is:
(g) Only U.S. citizens will be eligible for employment on contracts requiring a Low Risk/Public Trust, Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.
(h) An approved waiver, in accordance with the "Contractor Vetting Security Requirements," is required for any exception to the requirements of paragraph (g) of this section.
(i) The Contractor shall-
(1) Comply with the Principal Office (PO) processing requirements for personnel security screening;

(2) Ensure that no Contractor employee is placed in a higher risk position than for which the employee is approved;

(3) Ensure Contractor employees submit required security forms for reinvestigation in accordance with the time frames set forth in the "Contractor Vetting Security Requirements";

(4) Report to the COR any information (e.g., personal conduct, criminal conduct, financial difficulties) that would raise a concern about the suitability of a Contractor employee or whether a Contractor employee`s continued employment would promote the efficiency of the service or violate the public trust;

(5) Protect sensitive and Privacy Act-protected information, including "Controlled Unclassified Information" as defined in 32 CFR 2002.4(h), from unauthorized access, use, or misuse by its Contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use, or misuse to the COR;

(6) Report to the COR any removal of a Contractor employee from a contract within one business day if removed for cause or within two business days if otherwise removed;

(7) Upon the occurrence of any of the events listed under paragraph (b) of the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, return a PIV ID to the COR within seven business days of the Contractor employee`s departure; and

(8) Report to the COR any change to job activities that could result in a change in the Contractor employee`s position or the need for increased security access.

(j) Failure to comply with any of the personnel security requirements in the "Contractor Security Vetting Requirements" at http://www.ed.gov/fund/contract/about/bsp.html, may result in a termination of the contract for default or cause.

(End Of Clause)

H.8 3452.209-71 CONFLICT OF INTEREST (MAR 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, has certified 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 non-public 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 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 (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(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 (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

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

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 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).

(End of Clause)

H.9 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAR 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

(1) Unit prices, including labor rates;

(2) Statements of Work/Performance Work Statements generated by the contractor;

(3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;

(4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);

(5) Any and all information, data, software, and related documentation first provided under the contract;

(6) Proposals or portions of proposals incorporated by reference; and

(7) Other terms and conditions.

(End of Clause)

H.10 3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (OCT 2023)

(a) In accordance with Department of Education (the "Department") regulations on the protection of human subjects in research, title 34, Code of Federal Regulations, part 97 (the Regulations), Contractors and subcontractors engaged in covered (nonexempt) research activities shall establish and maintain procedures for the protection of human subjects. The Contractor must include the substance of this clause in all subcontracts. In addition, the Contractor shall notify other entities (known to the Contractor) engaged in the covered research activities of their responsibility to comply with the regulations. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, "covered research" means research involving human subjects that is not exempt under 34 CFR 97.104 and 97.401(b).

(b) If the Department determines that proposed research activities involving human subjects are covered (i.e., not exempt under the regulations), the Contracting Officer (CO) or Contacting Officer`s Representative (COR) will require the Contractor to apply for the Federal Wide Assurance from the Office for Human Research Protections, U.S. Department of Health and Human Services, if the Contractor does not already have certification on file. The CO will also require that the Contractor obtain and send to the Department documentation of Institutional Review Board (IRB) review and approval of the proposed research.

(c) Under no condition shall the Contractor conduct, or allow to be conducted, any research activity involving human subjects prior to the Department`s receipt of the certification that the proposed research has been reviewed and approved by the IRB (34 CFR 97.103(f)). No research involving human subjects shall be initiated under this contract until the Contractor has provided

the CO (or the COR) a properly completed certification form certifying IRB review and approval of the research activity, and the CO or COR has acknowledged the receipt of such certification.

(d) In accordance with 34 CFR 97.109(f)(1), unless IRB or the Department determines otherwise, continuing review of research is not required in the following conditions:

1. Research is eligible for expedited review;

2. Research is reviewed by the IRB in accordance with the limited IRB review as described 34 CFR 97.104(d)(2)(iii); or

3. Research that is part of the IRB-approved study that has progressed to the point that it involves only one or both of the following:

i. data analysis, including analysis of identifiable private information or identifiable biospecimens, or

ii. accessing follow-up clinical data from interventions that subjects would undergo as part of clinical care.

(1) For each activity under this contract that requires continuing review, the Contractor shall submit an annual written representation to the CO or COR stating whether research activities have been reviewed and approved by the IRB within the previous 12 months. The Contractor may use the form titled "U.S. Department of Health and Human Services (HHS) Subpart C Certification Form" for this representation. For multi-institutional projects, the Contractor shall provide this representation on its behalf and on behalf of any subcontractor engaged in research activities for which continuing IRB reviews are required.

(2) If the IRB disapproves, suspends, terminates, or requires modification of any research activities under this contract, the Contractor shall immediately notify the CO in writing of the IRB`s action.

(e) The Contractor shall bear full responsibility for performing, as safely as is feasible, all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. Neither the Contractor, subcontractor, agents of the Contractor, or employees of the Contractor, nor any person, organization, institution, or group of any kind involved in the performance of such activities under this contract, shall be deemed to constitute an agent or employee of the Department or of the Federal government with respect to such activities. The Contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the Contractor, subcontractor, or their employees.

(f) Upon discovery of any noncompliance with any of the requirements or standards as stated in this clause, the Contractor shall correct such noncompliance as soon as practicable, typically no later than 1 business day. If the CO determines, in consultation with the Protection of Human Subjects Coordinator, Office of Acquisition, Grants, and Risk Management, Office of Finance and Operations, or the sponsoring office, that the Contractor is not in compliance with the requirements or standards stated in this clause, the CO may suspend work under this contract, in whole or in part, until it is determined that the Contractor has corrected such noncompliance and the CO authorizes the continuation of work.

1. Initial notice of suspension. The initial notice of suspension under this clause may be communicated orally or in writing by the CO.

2. Notice of suspension of work. The CO shall provide written notice of suspension of work under this clause. The notice shall contain the following:

a. The effective date of suspension of work.

b. The requirements and/or standards for which the Contractor is out of compliance.

c. Any special instructions for the suspension of work.

3. Authorization to resume work. If the CO determines that the noncompliance has been remedied and it is in the best interest of the Government, the CO may authorize work to resume under the contract. The CO will provide written notice to the Contractor of such authorization.

(g) Non-compliance with the requirements or standards as stated in this clause may result in the Government termination of this contract for default, in full or in part, in accordance with FAR 49.401. Such termination may be in lieu of or in addition to suspension of work under the contract. Nothing herein shall be construed to limit the Government`s right to terminate the contract for failure to fully comply with such requirements or standards.

(h) 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 website: https://www2.ed.gov/about/offices/list/ocfo/humansub.html.

Contractors 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 Finance and Operations, Office of Acquisition, Grants, and Risk Management, 400 Maryland Avenue, SW, Washington, DC 20202-4331. Email: HumanSubjectsResearch@ed.gov.

(End Of Clause)

H.11 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAR 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor`s site, if appropriate.

(End of Clause)

H.12 3452.239-71 DEPARTMENT INFORMATION SECURITY AND PRIVACY REQUIREMENTS (OCT 2023)

(a) The Contractor shall, at all times, maintain compliance with the most current version of Department security requirements as set forth in "Department Information Security and Privacy Requirements." These requirements are posted at http://www.ed.gov/fund/contract/about/bsp.html.

(b) The Contractor shall be notified when the "Department Information Security and Privacy Requirements" have been updated.

(c) If any such change causes a material increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contractor may request an equitable adjustment to the contract price or the delivery schedule, as applicable. The Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(d) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of notice of the changed requirement. However, if the Contracting Officer determines that the facts justify it, the Contracting Officer may receive and act upon the Contractor`s request for equitable adjustment submitted before final payment of the contract. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) The Contractor shall incorporate the substance of this clause, its terms and requirements, including this paragraph, in all subcontracts, and require written subcontractor acknowledgement of the same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(f) Failure to comply with this clause, including the embedded Department Information Security and Privacy Requirements, may result in a termination of the contract for default or cause.

(g) Performance of this contract X does include does not include the following: access to, collection of, or maintenance of information on behalf of the Department; or Department information technology (IT) products, systems, or hardware that are (1) used or operated by the Contractor on behalf of the Department, or (2) used in the performance of services or the furnishing of products. IT products, systems, hardware, and services include agency-hosted, outsourced, and cloud-based solutions, as well as incidental IT equipment that is acquired by the Contractor to support contract performance. When "does include" is selected, the categorizations shown below apply:

(1) In accordance with the Federal Information Processing Standard (FIPS 199), Standards for Security Categorization of Federal Information and Information Systems, the Information Security Categorization applicable to each security objective has been determined to be:

Confidentiality: Low X Moderate High
Integrity: Low X Moderate High
Availability: Low X Moderate High
Overall Risk Level: Low X Moderate High

(2) Performance of this contract X does involve does not involve Personally Identifiable information (PII) as defined in OMB A-130 (2016).

(3) Performance of this contract X does involve does not involve "Controlled Unclassified Information" as defined in 32 CFR 2002.4(h).

(End Of Clause)

H.13 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from

the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to .

H.14 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to .

H.15 306-1c INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION - IPP (MAY 2018)

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The Contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP), which can be accessed at IPP.for.fiscal.treasury.gov. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), or Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. An example of an acceptable invoice number format follows:

Contract Number: 91990018C0001
Contractor's Invoice No.: 15897126341

IPP Invoice No.: 91990018C000115897126 (Note that the last three digits ["341"] from the Contractor's invoice number were removed due to the 21 character limitation.)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" section of the Contractor's System for Award Management (SAM) registration located at https://www.sam.gov/portal/public/SAM/.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

(f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.

(g) The Contractor must ensure that the "Accounts Receivable POC" section of its SAM registration is accurate and up to date.

(h) In the event that an invoice is rejected, the Contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to the IPP Customer Support Team, as identified at http://www.ipp.gov/.

H.16 3452.204-72 DEVIATION (JUN 2021) Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021)

(a) The contractor and its subcontractors shall comply with Department of Education personnel, cyber, privacy, security policy requirements as set forth in Contractor Security Vetting Requirements at http://www.ed.gov/fund/contract/about/bsp.html.

(b) Contractor employees who will have access to proprietary or sensitive ED information including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), ED IT systems, contractor systems operated with ED data or interfacing with ED systems, ED facilities or space, and/or perform duties in a school or in a location where children are present, must undergo a personnel security screening and a receive favorable determination and are subject to reinvestigation as described in the Contractor Vetting Security Requirements. Compliance with the Contractor Vetting Security Requirements, as amended, is required.

(c) The type of security investigation required to commence work on an ED contract is dictated by the position designation determination assigned by ED. All ED contractor positions are designated commensurate with their position risk/sensitivity, in accordance with Title 5 Code of Federal Regulations (5 CFR 731.106) and OPMs Position Designation Tool (PDT) located at: https://pdt.nbis.mil/. The position designation determines the risk level and the corresponding level of background investigations required.

(d) The contractor shall comply with all contractor position designations established by ED.

(e) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): [N/A]
Moderate Risk (MR): [Principal Investigator; Education Researcher (analyst, Programmer, Statistician, Research Assistant); Data Collector]
Low Risk (LR): [N/A]

(f) For performance-based contracts where ED has not identified required labor categories for contractor positions, ED considers the risk sensitivity of the services to be performed and the access to ED facilities and systems that will be required during performance, to determine the uniform contractor position risk level designation for all contractor employees who will be providing services under the contract. The uniform contractor position risk level designation applicable to this performance-based contract is:

[Moderate]

(g) Only U.S. citizens will be eligible for employment on contracts requiring a Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.

(h) Permanent resident aliens may be eligible for employment on contracts requiring Low Risk/ Public Trust access.

(i) An approved waiver, in accordance with Contractor Vetting Security Requirements is required for any exception to the requirements of paragraphs (g) and (h) above.

(j) The Contractor shall-

(1) Comply with the Principal Office (PO) processing requirements for personnel security screening,
(2) Ensure that no contractor employee is placed in a higher risk position than for which he or she is approved,
(3) Ensure contractor employees submit required security forms for reinvestigation in accordance with the timeframes set forth in the Contractor Vetting Security Requirements,
(4) Report to the COR any information (i.e., personal conduct, criminal conduct, financial difficulties, etc.) that would raise a concern about the suitability of a contractor or whether a contractor employees continued employment would promote the efficiency of the service or violate the public trust,
(5) Protect sensitive and Privacy Act-protected, including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), from unauthorized access, use or misuse by its contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use or misuse to the COR,
(6) Report to the COR within two business days any removal of a contractor employee from a contract; or within one business day if removed for cause,

(7) Upon the occurrence of any of the events listed under paragraph (b) of FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel, return a PIV ID to the COR within seven business days of the contractor employees departure; and
(8) Report to the COR any change to job activities that could result in a change in the contractor employees position or the need for increased security access.

(k) Failure to comply with any of the personnel security requirements, set forth in Contractor Security Vetting Requirements at http://www.ed.gov/fund/contract/about/bsp.html, may result in a termination of the contract for default or cause.
(End of Clause)

SECTION I
CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (JUN 2020)
(Reference 52.202-1)

I.2 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(Reference 52.203-5)

I.4 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
(Reference 52.203-7)

I.5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
(Reference 52.203-12)

I.6 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
(Reference 52.203-19)

I.7 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
(Reference 52.204-10)

I.8 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
(Reference 52.204-13)

I.9 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
(Reference 52.204-18)

I.10 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)

I.11 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)
(Reference 52.204-23)

I.12 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
(Reference 52.204-25)

I.13 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
(Reference 52.209-10)

I.14 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 52.215-8)

I.15 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference 52.215-17)

I.16 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
(Reference 52.219-6)

I.17 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)
(Reference 52.219-8)

I.18 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)
(Reference 52.219-28)

I.19 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)

I.20 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(Reference 52.222-21)

I.21 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)
(Reference 52.222-26)

I.22 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(Reference 52.222-36)

I.23 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(Reference 52.222-37)

I.24 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)

I.25 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
(Reference 52.222-50)

I.26 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)
(Reference 52.222-54)

I.27 52.223-6 {52.223-6} [RESERVED]
(Reference 52.223-6)

I.28 52.223-18 {52.223-18} [RESERVED]
(Reference 52.223-18)

I.29 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)

I.30 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)

I.31 52.224-3 PRIVACY TRAINING (JAN 2017)
(Reference 52.224-3)

I.32 52.225-1 BUY AMERICAN--SUPPLIES (OCT 2022)
(Reference 52.225-1)

I.33 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
(Reference 52.225-13)

I.34 52.227-1 I AUTHORIZATION AND CONSENT (JUN 2020)--ALTERNATE I (APR 1984)
(Reference 52.227-1 I)

I.35 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014)
(Reference 52.227-11)

I.36 52.227-20 RIGHTS IN DATA--SBIR PROGRAM (MAY 2014)
(Reference 52.227-20)

I.37 52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
(Reference 52.232-2)

I.38 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

I.39 52.232-25 PROMPT PAYMENT (JAN 2017)
(Reference 52.232-25)

I.40 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.232-33)

I.41 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.42 52.233-1 DISPUTES (MAY 2014)
(Reference 52.233-1)

I.43 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 52.233-3)

I.44 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

I.45 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)

I.46 52.243-1 V CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE V (APR 1984)
(Reference 52.243-1 V)

I.47 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)
(Reference 52.244-6)

I.48 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
(Reference 52.249-2)

I.49 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
(Reference 52.249-9)

I.50 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

(B) Have /_/ 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 /_/ 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 /_/, have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) 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 /_/ has not /_/, 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)

I.51 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

I.52 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

(End of Clause)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)
(Reference 52.203-18)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2024)
(Reference 52.204-8)

K.3 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)
(Reference 52.204-17)

K.4 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)
(Reference 52.204-20)

K.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)
(Reference 52.209-2)

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)
(Reference 52.219-1)

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
(Reference 52.222-25)

K.8 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)
(Reference 52.225-2)

K.9 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (JUN 2020)
(Reference 52.225-25)

K.10 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
(Reference 52.232-40)

K.11 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End Of Provision)

K.12 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry`` have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End Of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.204-7)

L.2 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
(Reference 52.204-16)

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far

(End of Provision)

L.5 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (OCT 2023)
(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), Contractors and subcontractors, engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects. In addition, the Contractor must notify other entities (known to the Contractor) engaged in the covered research activities of their responsibility to comply with the Regulations.
(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(l)). 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 (34 CFR 97.102(l)).
(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, uses, studies, analyzes, or generates identifiable private information. (34 CFR 97.102(e)(1)). Under this definition:
(i) The investigator gathers information about a living person through--
(A) Intervention- Manipulating the subject`s environment for research purposes, as might occur when a new instructional technique is tested; or

(B) Interaction- Communicating or interacting with the individual, as occurs with surveys and interviews.

(ii) Identifiable private information is private information about a living person that can be linked to that individual (the identity of the subject is or may be readily ascertained by the investigator or associated with the information).

(iii) 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. 34 CFR 97.104(d) provides exemptions from the Federal Policy for the Protection of Human Subjects for research activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.104(d). However, if the research subjects are children, the exemption at 34 CFR 97.104(d)(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.

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

(1) The exemption in 34 CFR 97.104(d)(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 not participate in the activities being observed.

(2) The exemption in 34 CFR 97.104(d)(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.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department. This seven-point narrative can usually be provided in two pages or less:

(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, educational, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative interventions 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 the likely effectiveness of such procedures. 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.

(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 research activities involving human subjects shall be required

to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause at 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 proposed research prior to award. Based on 34 CFR 97.114 Cooperative Research, any institution involved in cooperative research projects (i.e., research projects covered by this Regulation that involve more than one institution) shall enter into a joint review arrangement or rely upon the approval of a single IRB (sIRB) and a reliance agreement for any research conducted within the United States.

(g) Additional information:

(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 website: https://www2.ed.gov/about/offices/list/ocfo/humansub.html.

(2) Offerors may also contact the following office to obtain information about the Regulations, the protection of human subjects, and related policies and guidelines: Protection of Human Subjects Coordinator, U.S. Department of Education, Office of Finance and Operations, Office of Acquisition, Grants, and Risk Management, 400 Maryland Avenue, SW, Washington, DC 20202-4331. Email: HumanSubjectsResearch@ed.gov.

(End Of Provision)