U.S. Department of Education
Institute of Education Sciences

SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM
DIRECT TO PHASE II
PROGRAM SOLICITATION FOR FY 2026 REQUEST FOR PROPOSALS

DIRECT TO PHASE II
RFP Number: #91990026R0005

Issue Date: April 30, 2026

Closing Date: June 29, 2026

2:00 p.m., Eastern Time (ET)

DIRECT TO PHASE II PRIORITY AREA (1)

Projects to Develop New Education Technology Products to Ready Existing Evidence-Based Innovations for Use at Scale in Education Settings, and to Plan for Commercialization

IMPORTANT INFORMATION ABOUT THIS SOLICITATION FOR OFFERORS CONSIDERING A DIRECT TO PHASE II PROPOSAL

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

- Projects must focus on readying existing evidence-based innovations (e.g., products, programs, practices) for use at scale. Projects that focus on advancing innovations that are not evidence-based are not eligible for this program.
- The existing evidence-based innovation is required to have originally been conceptualized and developed by an academic researcher while at a university (or 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 #91990025R0004.
- One (or more) of the researchers who originally conceptualized and developed the innovation is required to be part of the team in the proposed ED/IES SBIR project, whether as an employee/owner 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.
    - Offerors are permitted to submit multiple proposals under either or both solicitations provided the proposals have different foci.

Offerors should fully review the whole of this solicitation for additional specifications.

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I. DIRECT TO PHASE II 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. The goal of the program is to grow a portfolio of research-based products that are widely deployed to address pressing needs across topic areas in education and special education.

The SBIR Policy Directive provides authorization to three agencies to make Direct to Phase II awards, including ED. As the name implies, Direct to Phase II awards bypass the requirement that offerors receive a Phase I award for projects to develop and test a prototype of a new education technology product. This ED/IES SBIR Direct to Phase II program solicitation #91990026R0005 invites eligible small businesses to submit a Direct to Phase II proposal for projects to ready existing evidence-based innovations (products, programs, or practices) for use at scale in education and to plan for commercialization. The projects funded through this solicitation ($1,000,000 contract over a period of two (2) years) are intended to result in the successful transition of existing evidence-based innovations to education through the distribution of scalable new education technology products that are sustainable over time.

Section II "Direct to Phase II Solicitation Details" below provides more information on the background and specifications for this Direct to Phase II solicitation.

ED/IES SBIR anticipates that up to a total of three (3) Direct to Phase II awards will be made in 2026 overall.

Two Additional 2026 ED/IES SBIR Solicitations

In addition to this Direct to Phase II solicitation, ED/IES SBIR has released two other solicitations, including Phase IA solicitation #91990026R0003 for the development of novel prototypes and Phase IB solicitation #919900260004 for the development of new components to add to existing education technology prototypes or products. These programs will provide awards of $250,000 for 9-month projects. The submission date for proposals under these solicitations is June 29, 2026, at 11 a.m. EST.

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

NOTE: 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.

II. DIRECT TO PHASE II 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 Solicitation Information page to view frequently asked questions.
June 29, 2026	Proposal submission deadline is 2 p.m. EST. *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. Background Information About Direct to Phase II Awards

The goal of this solicitation is to support small businesses in successful transitioning existing rigorously evaluated evidence-based innovations that were originally created by academic and non-profit researchers into scalable, sustainable education technology products.

In recent decades, funders in and outside of government have made a significant investment in the development of new innovations, including products, programs, or practices that have been created by researchers at universities (or other academic institutions) or non-profit education research organizations, and in evaluations of their efficacy. Examples of innovations include technology- or non-technology-based interventions, apps, assessments, tools, professional development materials or manuals, or educator-delivered approaches. Awards to researchers at universities and non-profit organizations have yielded an array of evidence demonstrating that use of the innovation improves outcomes when implemented in education or early intervention/special education settings. These findings may come from one or more well-designed and well-implemented randomized control experimental, single-case experimental, or quasi-experimental studies to evaluate the innovation, including controlled laboratory studies, researcher-implemented school pilots, or efficacy trials. Despite compelling research evidence for many innovations, few researcher-developed innovations have successfully transferred into

practice and are used at scale. This means that learners, educators, and administrators ultimately have not been able to benefit from many evidence-based innovations.

Barriers to wide-scale replication, adoption, and sustainability of researcher-developed and evidence-based innovations in education are well documented and include lack of: (a) access to the needed technology infrastructure for scalable deployment, (b) feasibility to implement at scale, appropriate market-fit, and (c) researchers' capacity to commercialize the innovation. Examples may include:

- Technology-based innovations that were built on outdated or obsolete back-end software systems,
- Innovations that rely on one-on-one researcher-delivered trainings, professional development, or coaching, making implementation at scale challenging, or
- Older innovations that lack sufficient current product-market fit with respect to interface or delivery system.

Planning for commercialization is an additional challenge for researcher-developed innovations to be used at scale in practice. Many researchers, whether at universities or non-profit education research organizations, lack the experience to support commercialization including capacity to license, market, distribute, sell, or maintain and update interventions. Researchers may not have the capacity to provide support to schools that would be willing to use the innovations, or to connect to local school systems or school administrators and teachers to provide information that the innovation is available.

A successful model to address these challenges effectively and efficiently is for university and non-profit education researchers to leverage partnerships with or launch small business technology firms, and/or to partner with industry organizations staffed with individuals who possess the technological and commercialization expertise to develop, distribute, and sustain updated and more robust versions of the existing evidence-based innovations established by the researcher(s).

This approach is the focus of the current Direct to Phase II solicitation. Some examples of this model are described in this Inside IES Research blog and below:

- University researchers initially created a non-technology delivered innovation to apply growth mindset to instruction and learning. However, the innovation's scalability was limited because it relied on face-to-face teacher training and static paper-and-pencil learner activities. To develop a scalable model, a small business partnered with the researchers to create an education technology platform with automated training modules and animated lessons to deploy this instructional approach, permitting the existing innovation to be implemented at scale and to be more engaging and interactive for participants.

- Researchers initially developed an online literacy program for early readers that personalized instruction through formative feedback to educators. However, the backend of the technology system could not process large amounts of learner data and implementation required significant researcher involvement and tailored adaptation across schools. To ready the innovation for use in schools at scale, a small business upgraded the underlying data architecture and created automated support and adaptation functionalities in consultation with the researchers.
- A university researcher created an evidence-based intervention that employed hand-held puppet characters to teach learners about different emotions, to promote social and emotional development. The intervention was delivered by individual trained educators and was therefore not a scalable model. The researcher launched a small business and in 2022 received a Direct to Phase II award from ED/IES SBIR to develop a new digital version of the intervention and to plan for commercialization.

This Direct to Phase II solicitation requests proposals for projects to include: (1) full-scale development of a new education technology product to ready an existing evidence-based innovation (originally developed by researchers at universities or non-profit education research organizations) for use at scale in education settings; (2) pilot research to demonstrate the promise of the new education technology product to be readied for use at scale; and (3) preparation for the commercialization of the new education technology product to be distributed at scale and sustained over time through revenue or some other funding source.

Because the focus of the Direct to Phase II project is to ready existing innovations already demonstrated to be evidence-based, projects supported through this solicitation will be funded without a prior Phase I award.

C. Priority Area

Projects to Develop New Education Technology Products to Ready Existing Evidence-Based Innovations for Use at Scale in Education, and to Plan for Commercialization

New education technology products to ready existing evidence-based innovations for use at scale in education are intended to improve learning or promote relevant outcomes in one of 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, 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.

New 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 focusing 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 "**new education technology products to ready existing evidence-based innovations for use at scale in education**" 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.

D. Requirements

Evidence-Base for the Existing Innovation

- There must be a strong evidence-base for the existing innovation that was originally conceptualized and developed by a researcher at a university (or other academic institution) or a non-profit education research organization.

- The proposal must include compelling research findings from one or more well-designed and well-implemented randomized control experimental or quasi-experimental study that support the efficacy of the innovation. The offeror is required to detail the design of the study and present the findings demonstrating that the existing innovation leads to

the intended outcomes. Data should also be demonstrating the usability, feasibility, and fidelity of implementation. Proposals must cite peer-reviewed published works supporting the evidence base for the outcomes.

Project Scope:

- Projects funded through this Direct to Phase II solicitation must preserve the nature and essential functionality of an existing evidence-based innovation, while adding a new technology component, or adapting or upgrading the technology to enable the new product to be used at scale.
- Proposed activities in response to this solicitation must involve technological development and commercialization planning of sufficient scope to justify the award and the amount of funding provided.

- The existing evidence-based innovation that was conceptualized and developed by a researcher may or may not currently be technology-based. For example, some proposed innovations may be adaptations of paper-based workbooks or interventions, instructional approaches delivered by educators, or a training delivered by coaches.

- The technological development proposed by offerors in response to this solicitation may take a variety of forms including projects to upgrade an innovation or to integrate the innovation with an already established product. Examples may include projects to:
    - upgrade the backend structure of an existing technological innovation with modern software standards so that the new product can function or be usable at scale
    - develop an interactive website to enable or streamline professional development, and support feasible delivery and implementation of an existing evidence-based innovation
    - improve a component of the evidence-based innovation to achieve a product-to-market fit, such as converting a paper-based workbook to a technology-delivered intervention, redesigning a student user-interface, or developing an educator data dashboard to inform decision-making
    - combine or integrate an existing evidence-based innovation (which may be too narrow in scope by itself to allow for a commercially viable product that would be broadly adopted) with another product, such as merging an evidence-based assessment battery with an existing product

- The Direct to Phase II program is <u>not</u> intended to support projects with the main purpose of developing additional content to be added to or more fully populate an existing partially-completed intervention. For example, a proposal to develop four new

chapters to add an existing evidence-based online textbook to complete the full year of content is not an appropriate fit for this program.

- The primary purpose of the Direct to Phase II program is for technological development of a new education technology product to ready an existing evidence-based innovation for commercial use at scale. The budget is set at $1M. If the technological development and research activities are not commensurate with the award amount, then the Direct to Phase II program is likely not an appropriate fit for a proposal.

Eligibility:

- The existing education innovation must have originally been conceptualized and developed by a researcher or team of researchers at either a university (or other academic institution) or non-profit education research organization.
    - Cases in which an academic researcher directed a project that included a sub-award to a for-profit firm to assist in the technological development of the innovation are also eligible under this solicitation.

- The proposing small businesses must fit the following eligibility requirements described in this solicitation.
    - In all cases, a small business must lead the proposal (a requirement of the SBIR program).
    - The Project Director must be an employee of the small business.
    - One or more of the researchers that created the innovation is required to be a member of the team for the proposed SBIR project, either as an employee at the small business or as a consultant.
    - Projects to ready existing evidence-based technology-based innovations for use at scale that were originally conceptualized and developed at a small business are not permitted through this competition. Under some circumstances, such projects may be appropriate for submission under ED/IES SBIR's 2026 Phase IB solicitation #91990026R0004 to add a new component to an existing education technology prototype or product
      .
- Offerors must clearly describe by whom and where the innovation was developed. If the academic researcher conceptualized the evidenced-based innovation and directed the project at a university or non-profit setting and then sub-contracted to a small business to support the technological development, the project would likely be eligible for the Direct to Phase II program. If the small business co-conceptualized the innovation with an academic researcher and the small business directed the technological development, the Direct to Phase II program would likely not be appropriate.

- The small business may follow different models for submission to the Direct to Phase II program:
    - One possible model is that an existing small business partners with one or more of the university/non-profit researchers who developed the existing evidence-based product or practice. In such cases, the small business (the prime for the contract) would subcontract to the researchers to collaborate on the work of the project.
    - Another possible model is that the academic or non-profit researcher who was the original creator of the innovation could launch their own small business. In such cases, the small business would add team members or sub-contract with experts in key project areas to support development, research, and commercialization.

- In all cases, the proposal must present a plan stipulating who among researchers, universities, or the small business will hold the intellectual property, and specify plans for what entity will commercialize the product. Such plans should be provided in the technical narrative of the proposal.

Rationale and Need for Additional Development to Support Scaling:

- Proposals must explain why the existing innovation is not yet ready for use at scale, and must provide results from concept testing through focus groups with a small number of intended users and decision makers (e.g., superintendents, district administrators, principals, educators, learners, parents) who have viewed plans and mock-ups, provided feedback, and believe the new education technology product would be usable, feasible, and meet current need(s).

Commercially Deployed Innovations:

- Existing evidence-based innovations that are or have been commercially deployed and available at a smaller scale (e.g., a few schools) are eligible to be the focus of a proposal under this solicitation. However, such proposals must justify why additional funding would be required to further ready the innovation to be used at a greater scale and indicate how the scope of the proposed new technological development and planning for commercialization is commensurate with the amount of funding requested.
- Evidenced-based innovations that are already commercially deployed at a larger scale (e.g., 50 schools or more, used by more than 5,000 students) outside of research studies, and that are generating significant revenue through the sale of the innovation **are not eligible to submit a proposal through this program**, as this program intends to support innovations that have not been implemented in schools at a large scale. Such

innovations may be more appropriately considered as candidates for the development of a new component to be added to their product through the 2026 Phase IB solicitation #91990026R0004.

Proposals that do not clearly adhere to the above Direct to Phase II 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.)

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 15-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 Direct to Phase II 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 Direct to Phase II: #91990026R0005	
A) Cover Page Certification #1: Proposals in response to this Direct to Phase II solicitation are only permitted for projects that focus on readying existing evidence-based innovations for scale that were originally conceptualized and developed by researchers at universities (or academic institution) or researchers at non-profit education research organizations, NOT by a for-profit small business. Was the evidence-based innovation originally conceptualized and developed by researchers at a university (or academic institutions) or researchers at non-profit education research organizations?	Choose an item.
B) Cover Page Certification #2: 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.	Choose an item.

Did this offeror submit a similar proposal under a 2026 ED/IES SBIR Phase I solicitation?	
C) Direct to Phase II Project Title:	Click or tap here to enter text.
D) 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.
E) Name of Small Business to which the UEI is registered	Click or tap here to enter text.
F) If applicable, other company names operated under, including DBAs	Click or tap here to enter text.
G) 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.
H) 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.
I) 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.
J) 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?	Choose an item.

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	
K) 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.
L) 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.
M) 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.
N) Small Business Phone: (format 555-555-1212)	Click or tap here to enter text.
O) Company Website URL:	Click or tap here to enter text.
P) Video Demonstration in Support of the Proposal: Must include a URL (Uniform	Click or tap here to enter text.

Resource Locator) link to a three-minute or shorter video demonstration of the proposed project. INSERT YouTube URL to video demonstration here:	

Video Demonstration Requirements

- 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.
- The video should (a) briefly describe the problem, (b) describe the existing evidence-based innovation originally conceptualized and developed by a researcher and (c) describe the proposed project to develop a new education technology product to ready the innovation for use at scale and to plan for commercialization.
- Offerors may view sample videos from the previous 2024 Direct to Phase II awardees within the project abstracts for those awards. See this page to locate the award abstracts and videos within the abstracts for those years.
- 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.
- Video demonstrations 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 2 p.m. Eastern Time (ET), the video will be deemed ineligible for inclusion in the review process.

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

- At a minimum, each project must list the following team members, including: a Project Director, a researcher (who originally conceptualized and developed the innovation), 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.

- The Researcher who was involved in the creation of the innovation in an academic or non-profit setting is permitted to also serve in the role of the Project Director.

- 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)*	
		Researcher who was involved in the creation of the innovation in an academic or non-profit setting *(required)*	

(Add additional lines for more team members)

R) Certifications for Direct to Phase II Projects

The answer is required to be "Yes" for all five certifications below, otherwise the proposal does not meet the required specifications under the Direct to Phase II solicitation.

Yes ☐	No ☐	The existing innovation was originally conceptualized and developed by a researcher at a university (or other academic institution) or a non-profit education research organization.
Yes ☐	No ☐	There is a strong evidence-base for the existing innovation.
Yes ☐	No ☐	The proposed project preserves the nature and essential functionality of an existing evidence-based innovation, while adding a new technology component, or adapting or upgrading the technology to enable the new product to be used at scale.
Yes ☐	No ☐	One or more researchers from the team that originally conceptualized and developed the innovation is listed as a member of the project team for the ED/IES SBIR project.
Yes ☐	No ☐	The existing evidenced-based innovations has not already been commercially deployed at a larger scale (e.g., 50 schools or more, used by more than 5,000 students) outside of research studies, and has not generated significant revenue through the sale of the innovation.

S) Project Abstract:

- Describe the evidence-based innovation that was initially conceptualized and developed by a researcher at a university (or academic institution) or non-profit education organization.
- Describe the new education technology product that would be developed to ready the existing evidence-based innovation for use at scale in education or early intervention/special education settings if an award is provided in the Direct to Phase II project from the ED/IES SBIR program (**200 word maximum**).

T) 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.

U) SBA Company Registry:

SBA
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 (15-pages maximum)

Guidance for Section B. PROJECT NARRATIVE

- All contents that make up "SECTION B. Project Narrative" must total fifteen (15) pages or less. Any content in this section beyond fifteen (15) 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

(1) Describe the problem that the new education technology product will address, and how the proposed product uniquely addresses the problem relative to existing approaches in education settings.

- Cite the most recent data establishing the scope and nature of the problem, to support the significance of the proposal.

(2) Describe the existing evidence-based innovation that was initially created by a researcher at a university or at a non-profit education research organization.

- Specify the intended user(s) of the existing innovation, including the age group, grade levels and/or special populations.
- List and briefly describe the key components of the existing innovation. If a component of the existing innovation is technology-based, indicate the hardware on which it operates (e.g., desktop computer, tablet, smart phone).
- Indicate any universal design features and whether the existing innovation was designed to be replicated across settings, cultural contexts, or users, or if components can be adapted or changed depending on a particular setting, user needs, or cultural context.
- Indicate whether the existing innovation was designed to replace, supplement, or be integrated within existing education practice(s).
- Briefly list the outcomes that result from using the existing innovation. (More detailed description of the research evidence demonstrating these outcomes should appear in "Existing Evidence-Based Innovation

Information & Justification of the Need for the New Education Technology Product" rather than in this section).

(3) Describe the new education technology product that would be developed with the Direct to Phase II award to ready the existing evidence-based innovation for use at scale in education or early intervention/special education settings.

- List each of the components of the existing innovation that will remain the same during the development of the new education technology product. Describe the new component(s) of the new education technology product to be developed and/or the components that will be adapted/updated from the existing innovation.
- 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 new education technology product will ready the existing innovation to be used at scale.
  - For existing evidence-based innovations originally created without the use of technology, explain how the core components of the innovation will be preserved in the new education technology product, and explain why further developing the existing innovation as a new education technology product will lead to successful scaling.
- Indicate how the new technology product will be designed or adapted to be delivered successfully across settings, users, and cultural contexts.
- Indicate the expected cost to schools overall and per learner to purchase the new education technology product, and the level of resources (e.g., time, schedules, equipment) needed to implement and use the product.
- Beyond what is provided in the description of the existing innovation in the section above, list additional outcomes, if any, that are intended to result

from the use of the new education technology product by learners, educators, or administrators.

2. Existing Evidence-Based Innovation Information & Justification of the Need for the New Education Technology Product

This section describes the creation of and the prior research-base for the existing evidence-based innovation that is the focus of this proposal and provides information to justify the need for a new education technology product and plan to ready the innovation for use at scale in education settings.

A. Development of the Existing Innovation

Provide a concise summary of the development process for establishing and evaluating the existing innovation by researchers at a university or at a non-profit education research organization. Provide a timeline for when key milestones in the development and refinement of the innovation occurred.

B. Theoretical Support

Explain the theory of change underlying the research supporting the initial development of the existing evidence-based innovation and justify why the new education technology product is expected to produce the intended results. Include relevant references to the scientific literature.

C. Prior Research on the Existing Evidence-Based Innovation

Present the evidence for the efficacy of the existing innovation and demonstrate how the existing innovation leads to the intended outcomes to establish convincingly that the existing innovation is evidence-based. Include citations to peer-reviewed published works supporting the evidence base for the outcomes.

- Provide a summary of research on the usability, feasibility, and fidelity of implementation for the existing innovation. If applicable, present research on the validity of assessment components.
- Discuss research findings that demonstrate challenges with usability, feasibility, and/or fidelity of implementation at scale that justify the need to propose further development of the new education technology product.
- Include information on the sample size and characteristics, design, measures, procedures, and analyses for the above studies.

D. Research to Support the Proposed New Education Technology Product

Describe procedures and findings from user-concept or focus-group testing that was conducted in preparation for this proposal, in which a small group of intended end-users and school decision makers were presented plans or mock-ups for the

proposed new education technology product. Describe sample characteristics, what feedback was gathered, and whether the groups of individuals were supportive of the proposed new education technology product.

E. Previous Initiatives to Distribute the Existing Innovation

This section *requests information on any prior initiatives by the researcher (or partners) to distribute the existing innovation to education settings (i.e., schools or districts) outside of research studies, whether for free or for a fee. Offerors should select "(1)" or "(2)" to respond to below, based on whether the innovation has already been distributed.*

(1) If distribution has occurred outside of research studies, indicate the number of users (learners, educators, special educators or other instructional personnel, related service providers, family members) and schools that used or are using the existing innovation, and whether the existing innovation was available for free or for a fee. Describe the strategy that was used to distribute the existing innovation, and why the existing innovation has not been distributed to a larger number of settings. Describe successes and problems that occurred during these distribution and implementation efforts.

(2) If there have been no users that have used the existing innovation outside of research, indicate if any initiatives were attempted to distribute the existing innovation. If not, offerors should describe why no initiatives were attempted.

3. Direct to Phase II Work Plan

A. Full-Scale Development of the New Education Technology Product

- Describe the R/R&D procedures that will be employed to iteratively develop the new education technology product so that it can function at scale (usability) and can be implemented and used flexibly across different settings and with diverse populations (feasibility and fidelity of implementation). Describe how the development work will support the delivery of or be integrated with the components of the existing innovation that are preserved through the development process.
- Provide a timeline presenting the ordering of the steps in the iterative development process. This plan may entail separate small-scale studies of multiple independent components. Such activity should be conducted with the targeted user audience (e.g., educators, learners in prekindergarten). If the new education technology product includes an assessment as a

component, offerors must also provide a plan to establish the validity of the assessment and its connection to education outcomes.

B. Pilot Study

Present a plan for a pilot study after the new education technology product is fully developed.

The goals of the Direct to Phase II pilot study are to:

- demonstrate the promise of the new education technology product to be ready for scale (e.g., to be usable and feasible, and able to be implemented with fidelity) in education settings and
- to demonstrate that the outcomes that result from using the new product are consistent with (or similar to) the outcomes from prior studies that establishing the evidence-based for the outcomes of the innovation.

The design and scope of the pilot study in a Direct to Phase II proposal are expected to vary from project to project, depending upon the costs and timing required to accommodate the unique focus and characteristics of the new education technology product and its implementation context (e.g., learner, classroom, school). As a result, it is expected that pilot studies may vary in the number of districts, schools, classrooms, educators, families, or learners. Depending on budget and timing considerations, offerors may propose to include a larger (and more representative and diverse) sample of end-users for some parts of the Pilot Study to measure the promise of the new education technology product to be ready for use at scale in education or early intervention/special education settings. However, offerors are not expected or advised to propose a full research study at a large scale (e.g., 10 districts, 100 schools).

(1) Measuring the Promise of the Product to be Used at Scale

- To measure the promise of the new education technology product to be ready for use at scale, researchers may compare the implementation of the new product to the implementation of the existing innovation that occurred during prior research studies. This solicitation does not require offerors to propose pilot studies that include a business-as-usual control group or comparison group.

- The primary questions of interest in measuring whether the new product is ready for use at scale are (1) “Are end-users able to more successfully implement the new product compared to implementation that occurred

during prior research studies?" and (2) “Are the outcomes for the end-users comparable to those in the initial research and development for the innovation?” Proposals must compare measures of usability, feasibility, and fidelity of implementation to those from the prior research. The pilot study may also include new measures to understand the promise of the new education technology product to be used at scale.

(2) Measuring Outcomes Resulting from the Use of the New Education Technology

- To measure *outcomes* resulting from the use of the new education technology, researchers may compare performance on the same (or similar) intended outcomes between individuals using the new education technology product and retrospectively, to performance using the existing innovation in prior research studies.

- For new education technology products to be used by **learners**, a primary question of interest in measuring whether the new product achieves the intended outcomes is "Does this new product improve outcomes for learners to the same or greater extent as the existing innovation during prior research studies conducted with similar learners?" Such proposals must include the same or equivalent learner/child outcome data (e.g., test scores or other assessment data; completion of academic courses; measures of behavior) as the previous research studies that used the existing innovation.

- For new education technology products to be used by **educators/administrators (or other instructional personnel)** that are designed to show promise for improving educator/administrator ***and* learner outcomes**, a primary question of interest in testing the promise of the product should be "Does this new product improve outcomes for educator/administrator *and* learner outcomes to the same or greater extent as the existing innovation during prior research studies conducted with similar learners and educators/administrators?" Such proposals should demonstrate that, when educators/administrators use the proposed technology, their own performance as well as learner performance would be consistent (or improved) relative to that in previous research using the existing innovation. Such proposals must include outcome data from educators/administrators/family members and learners.

- For new education technology products used **by educators/administrators (or other instructional personnel)** that are designed to show promise for improving educator/administrator (***and*** **not learner) outcomes**, a primary question of interest in testing the promise of the product should be "Does this new product improve educator/administrator outcomes to the same or greater extent as the existing innovation during prior research studies conducted with similar educators/administrators?" Such proposals should evaluate whether the product shows equal or greater promise for improving educators' ability to carry out their job in the area proposed relative to research on the existing innovation and need not include learner level outcome data.

(3) Pilot Study Specifications

Design. The offeror should describe the design of the pilot study and provide a rationale for why this is the most appropriate design to demonstrate the promise of the new education technology to be ready for use at scale, and to demonstrate that the intended outcomes from using the new education technology product are equivalent (or improved) when retrospectively compared to similar groups that used the existing innovation in prior research.

Research Questions. Offerors should pose clear, concise hypotheses or research questions that address the new product's usability and feasibility, the users' fidelity of implementation, the promise of impact on outcomes, and the cost.

Usability: Does the new education technology product function as intended? Do users understand how to navigate the various components of the new product easily?

Feasibility: Are learners engaged in the material when using the new education technology product? Do educators find the new product to be useful as an instructional tool for their course? Can the educator implement the new product during regular instruction, whether in a physical classroom or through remote learning, as intended?

Fidelity of Implementation**:** Are educators/administrators able to implement the new education technology product in a school, classroom,

or other education setting, and are they easily able to integrate within existing practice in the manner in which the developer intended?

Impact on Outcomes. Does implementation of the new education technology product yield similar outcomes to those using the existing innovation in past research studies?

Cost: All proposals must provide plans for measuring the cost of the new education technology product and the cost to implement the product. A cost analysis can help schools, districts, and states understand both total and per student monetary costs of implementing any given product (e.g., expenditures for personnel, facilities, equipment, materials, training, and other relevant inputs). Resources on developing and conducting a cost analysis are available as part of the Standards for Excellence in Education Research (SEER) principles on the IES website. See SEER Standards for more information.

Validity of Assessments (if included as a component of the new education technology product). What is the extent to which the assessment adequately measures the intended constructs, and generates results that are meaningful and that are as intended, or statistically valid?

Promise of Readiness to Use at Scale. Is the new education technology product usable, feasible, and able to be integrated into existing practice in the manner in which the developer intended, across a representative sample of settings?

Sample. Direct to Phase II studies should include a 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., schools) for the studies to inform iterative refinements and to test the feasibility, usability, and promise of the product. Provide information on the number and demographic characteristics of the participants who will participate in research. Whenever appropriate, offerors are encouraged to include underserved learners in their samples. Offerors must include a letter from one school that has agreed to participate in the Direct to Phase II research, 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 for School Participation in the Direct to Phase II R/R&D." Letters are not

needed from multiple schools or settings, even if more than one school or setting has agreed to participate in the research.

Instruments. Describe the instruments that will be used to measure whether the new education technology product is ready for use at scale, including the usability, feasibility, and fidelity of implementation measures. Researchers may propose to use existing instruments to determine readiness to scale or create new instruments.

Describe the instruments that will be used to measure the intended outcomes for the end-users from the new education technology product. Researchers should propose to use the same measures as were used in prior studies of the existing innovation in order to compare outcomes of the innovation between the current and prior studies. Offerors should also discuss the psychometric properties (e.g., reliability and validity) of the outcome measures. Offerors should identify all instruments to be used to measure proximal and distal outcomes.

Offerors should discuss how usability, feasibility, and fidelity of implementation measures were selected or will be developed and used, including information about reliability and validity of the instruments when relevant. Offerors should assess scalability and examine contextual factors that may amplify or inhibit scale-up, using established instruments from the literature on scaling evidence-based interventions or develop new measures.

If new instruments will be developed, offerors should describe what will be developed, why new instruments are necessary, how they will be developed, and as appropriate, the process for assessing reliability and validity.

Procedures. Clearly describe what data will be collected, how and when it will be collected, and how the data will be analyzed. Include a clear and detailed description of the data analysis procedures. For quantitative data, specific statistical procedures should be described. The relation between hypotheses and the independent and dependent variables should be clear. For qualitative data, the specific methods used to index, summarize, and interpret data should be delineated.

C. Potential problems

Describe any potential challenges or problem areas in completion of the proposed plan and provide alternative strategies that would be considered in such circumstances to address or resolve them.

Key Terms for the Direct to Phase II Work Plan

Usability: The extent to which the product functions as intended, and the extent to which the intended user understands or can learn to use the product effectively and efficiently, and is physically able to use the product.

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).

Feasibility: The extent to which the product can be implemented, whether in-schools or remote settings.

Validity of Assessments (If included as a component of the product): The extent to which the assessment adequately measures the intended constructs, and generates results that are meaningful and are actually intended, or statistically valid.

Fidelity of Implementation: The extent to which the product is being delivered as it was designed to be by end users, whether in-schools or in a remote setting.

Promise of Education Outcomes: The extent to which the pilot research shows improvement in the outcomes of interest, consistent with individuals who participated in prior research studies of the existing innovation.

4. Market Competitors and Commercialization Plan

The Direct to Phase II proposal must include a brief analysis of the most commonly used competitor products or services within the area of the new education technology product, as well as a succinct Commercialization Plan, with a description of potential pathways for the eventual commercial distribution and sustainability of the proposed new education technology product that readies an existing evidence-based innovation for use at scale.

A. Describe the most commonly used products, services, or practices available to accomplish the same education outcomes or goals as the existing innovation. Characterize the strengths and shortcomings of the currently available resources and explain how and why the product to be developed by the end of the Direct to Phase II product would have a competitive advantage in the marketplace.

B. Provide a succinct Commercialization Plan that describes potential pathways for the eventual commercial dissemination and sustainability of the proposed new education technology product that would be fully developed and ready for commercial launch by the end of the Direct to Phase II period, including, as relevant, how the offeror envisions penetrating a market with successful close competitor products or services.

C. Include a description of each of the following areas:

(1) **Commercial Potential**
Describe the commercial potential of the proposed new product.

(2) **Plans for Intellectual Property (IP), Leading Commercialization, and Licensing**
Present plans for who among the small business, the researchers, universities, or other partners will hold the intellectual property (IP). Describe plans for which entity will be responsible for leading the commercialization of the product, how IP protection will be established, and planned steps towards product licensing.

(3) **Company**
Briefly describe the company. In the description, detail the following: the origins of the company, corporate objectives, core competencies, and present size (annual sales level, and number and types of employees); the history of previous federal and non-federal funding and subsequent commercialization, and any current products that have significant sales; a vision for why the

business will be a sustainable entity in the future and over time; and how this SBIR project would integrate with the overall business plan of the company.

(4) **Market, Customer, and Competition**

Describe the marketing and sales strategy for the product. Describe the targeted market and provide a brief profile of the potential customer. Describe what hurdles must be overcome to gain market/customer acceptance of the product. Describe any strategic alliances, partnerships, licensing agreements, or endorsements that are in place to help market and sell the product. Provide letters detailing such agreements or endorsements in "SECTION F. Letters of Support for Potential Pathways to Commercialized the New Proposed Education Technology Product."

(5) **Finance Plan**

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

- Letter of commitment of funding (include in SECTION F)
- Letter of intent or evidence of negotiations to provide funding, should the Direct to Phase II project be successful, and the market need still exists (include in SECTION F)
- Letter of support for the project and/or some in-kind commitment (include in SECTION F)
- Specific steps to be taken to secure funding when the Direct to Phase II period ends to support commercialization.

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

(6) **Production plan**
Briefly describe how the production of the product will occur (e.g., in-house manufacturing or contract manufacturing).

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

In SECTION F, offerors may provide up to five (5) letters of support for potential pathways for the eventual commercial distribution and sustainability of the proposed product. Each letter must not exceed one (1) page in length. Information provided on pages beyond the one (1) page will not be reviewed. Letters must adhere to the requirements as set forth in the solicitation (See SECTION F below).

No letters of support should be submitted by individuals listed as key personnel in the project.

Letters of support may come from investors, venture capital firms, future potential commercial partners, and manufacturers regarding feasibility and marketability, or from experts in the field, associations, or organizations in the specific area of the proposal, or from school administrators or practitioners regarding utility and desirability of the product from a consumer perspective.

5. CITATIONS

All citations must be included commencing with page 16, after the conclusion of the 15-page 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 (or more) of the researchers who originally conceptualized and developed the innovation is required to be part of the team in the proposed ED/IES SBIR project.
- Advanced R/R&D may require the use of sophisticated instrumentation or computer facilities. If applicable, describe the adequacy of available support, including facilities, equipment, supplies, and other resources, from the proposing firm and from sub-contractors to carry out necessary Direct to Phase II R/R&D.
- 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 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 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 Direct to Phase II 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: Direct to Phase II Budget

Offerors shall provide a budget spreadsheet for the Direct to Phase II 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. 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 $1,000,000 budget total and should not be considered additional funding.

The Direct to Phase II Budget must sum to precisely $1,000,000 total for a 2-year 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 $1,000,000.)

The small business that is the prime on the contract is required to be allocated a minimum of 50% of the funds, or $500,000. Budgeting for subcontractors cannot exceed 50% ($500,000) 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.

The Direct to Phase II Budget section in the solicitation (available in the WORD version) includes an embedded spreadsheet and template that offerors can copy and paste into their proposal.

DIRECT TO PHASE II BUDGET SPREADSHEET
($1,000,00(FOR 2-YEARS)

Spreadsheet for Direct to Phase II (use the template below):

Price Category		HOURS		RATE	TOTAL
Labor					
Name & Title		_____	X	$ _____	$ _____
Name & Title		_____	X	$ _____	$ _____
Name & Title		_____	X	$ _____	$ _____
Name & Title		_____	X	$ _____	$ _____
Name & Title		_____	X	$ _____	$ _____
Labor Overhead	Rate	_____ %			$ _____
Fringe Benefits		_____ %			$ _____
Total Direct Cost					$
Other Direct Costs					
Travel					$ _____
Copy/print/message					$ _____
Institutional Review Board (IRB) Costs					$ _____
Technical Assistance (maximum of $50,000) (See SECTION I)					$ _____
Consultant					$ _____
Subcontractors (*no more than 50% of the total Direct to Phase II price*)					$ _____
Total ODCs					$ _____
Total Direct Costs					$ _____
G&A	Rate	_____ %			$ _____
Total Cost					$ _____
Profit	Rate	_____ %			$ _____
TOTAL PRICE					$1,000,000

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 Direct to Phase II 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 the Direct to Phase II 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 New Proposed Education Technology Product (Maximum 5 letters for Direct to Phase II)

In SECTION F, offerors may include up to five (5) letters of support for potential pathways for the eventual commercial dissemination and sustainability of the proposed new education technology product to ready the existing evidence-based innovation for use at scale. Each letter must not exceed one (1) page in length. Letters must adhere to the requirements as set forth in the solicitation. It is recommended to include five (5) 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 of support for a Direct to Phase II proposal (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 new education product to ready the existing innovation for use at scale, (3) refer to plans and pathways that the offeror will pursue to facilitate the wide-scale commercial distribution and sustainability of the new product, and (4) may specify future roles or involvement by the endorser or the endorser's organization in commercialization of the product under development, after the Phase II project concludes (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 use or possibly purchase 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 the commercialization process and as a result, such letters often do not provide a compelling 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 Direct to Phase II research should be regarded as distinct 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 $1,000,000 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 the 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.

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 *2 p.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) Direct to Phase II proposal in PDF or MS WORD format.

The document *must* be named using the following file nomenclature:

"CompanyName.DTPII.ProposalTitle.pdf" or
"CompanyName.DTPII.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 IB 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 Direct to Phase II 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 Direct to Phase II 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 Direct to Phase II proposals will undergo a pre-review screening to determine responsiveness to the specific requirements of the solicitation. If the answer to either of the following question 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?"

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 Direct to Phase II 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 a written evaluation from the three Technical Evaluation Review Panel 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 Direct to Phase II 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 Direct to Phase II 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 Direct to Phase II proposal will be evaluated during the Triage Evaluation Round and (where applicable) the Technical Evaluation Review Panel Round according to the (1) Significance, (2) Synopsis of the Existing Evidence-Based Innovation, (3) Direct to Phase II R&D Plan, (4) Commercialization Plan, and (5) Project Team, Company/Resources, and Budget. Details are described in the sections below.

(1) Significance (30 points)

- Does the Direct to Phase II proposal clearly describe the new education technology product to be developed to ready the existing evidence-based innovation for use at scale, and the outcomes that would result from using the new product?
- Would education outcomes be significantly improved if the new education technology product was used at scale, relative to outcomes from the existing innovation and relative to outcomes for other competitor products, processes, or approaches?

(2) Synopsis of the Existing Evidence-Based Innovation (20 points)

- Did the proposal describe how the existing innovation was initially conceptualized and developed by a researcher at a university (or academic institution) or a non-profit education research firm?
- Did the proposal present sufficient prior research evidence on the existing innovation to establish convincingly that the existing innovation is evidence-based? Did the synopsis include research that demonstrated the existing innovation is usable and feasible, could be implemented with fidelity, and is likely to lead to the intended outcomes?
- Did the proposal present sufficient research to motivate the development of the proposed new education technology product, including findings from user-concept testing or focus-group testing to support the new education technology products?
- Did the proposal present sufficient information on any prior or existing initiatives to distribute the existing innovation, and the results of these initiatives?

(3) Direct to Phase II R/R&D Objectives and Work Plan (20 points)

- Do the Direct to Phase II plans adequately describe how the product will be fully developed and iteratively refined? Does the approach seem appropriate based on the stated goals for the project and the development needs identified from the prior evidence-base and market analysis?
- Can the proposed new education technology product be successfully developed as stated within the timeframe and cost proposed?
- Is the Direct to Phase II pilot test appropriate for demonstrating the promise of the new education technology product to be used at scale, and for demonstrating that the new education technology product produces outcomes that are similar to or better than outcomes observed for the existing innovation in prior research studies?

(4) Common Products or Practices and Commercialization Plan (20 points)

- Would the new product have a competitive advantage over other current products or practices that are used in the field now?
- Does the proposal present a plan stipulating who among researchers, universities, or the small business will hold the intellectual property, and discuss plans regarding which entity will commercialize the product?
- Are viable plans in place for wide scale distribution and use of the product, and will this product be likely to penetrate the marketplace given competitor products and services? Are there plans presented to sustain the product through revenue or some other funding source? Do the letters of support in "SECTION F. Letters of Support for Potential Pathways to Commercialized the New Proposed Education Technology Product" demonstrate that multiple pathways will be available to enable the wide-spread distribution and sustainability of the product in the commercial marketplace? Do the letters support how the offeror envisions penetrating a market that has successful close competitor products or services?
- Do the letters of support in Section F convincingly suggest that the new education technology product will be successfully distributed at scale in education settings, and generate revenue or plan for sustainability over time?

(5) Project Team, Company/Resources, and Budget (10 points)

- Does the Project Director have the appropriate experience and training to oversee and manage the proposed project? Is at least one researcher who conducted the original research on the existing innovation involved in the project, and is the role sufficient and well-defined? Does the team bring qualified expertise across key areas required for the R&D, evaluation, and the commercialization of the product?
- Is the scope of the project appropriate for the proposed budget? Is sufficient funding allocated to the actual technological R&D and evaluation of the prototype, as opposed to other secondary costs?
- *(If applicable.)* In addition to the above criteria, what is your assessment of the record of progress for all previously funded SBIR projects by the firm and the Project Director in areas related to education since 2010? Based on relevant details provided in the whole of the proposal and "SECTION G (Documentation Status of SBIR Phase I and Phase II awards since 2010)" in particular, has the proposal demonstrated evidence of (a) commercialization success in the dissemination and sustainability of the product/s whose development was funded by SBIR programs, (b) industry awards for innovation recognizing the product/s, and/or (c) presentation of past research, peer-reviewed publications resulting from the research, and ongoing efforts for additional research on the product's 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 ED/IES SBIR 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.

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 3 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 two years to carry out the proposed Direct to Phase II 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) Direct to Phase II Reporting

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

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

The interim reports shall include a brief description of the R/R&D carried out up to the end of the particular reporting period, an update on the feasibility and usability testing (including the research evaluation), an update on the commercial plan, an update on any obstacles encountered during the period, and a brief description of an update on the potential

commercial applications which will result from the Direct to Phase II R/R&D. The interim reports shall also include the SBIR Funding Agreement Certification (found below).

The Direct to Phase II final project report shall include a one (1) page project summary as the first page. The report shall identify the purpose of the R/R&D, include a detailed description of the technological R/R&D carried out, the findings or results from the feasibility testing and the research evaluation, an update on the commercial plan, a description of obstacles that were encountered, and a detailed description of the commercial applications resulting from the Direct to Phase II R/R&D. This project summary is to be submitted without restriction on publication and may be published by the Department.
The Direct to Phase II final report shall include the final product (if the product is a website providing a username and password to the website is sufficient), as well as a video demonstration to highlight the main features and components of the product. Specific instructions on the format for the video and for submitting the video will be provided to the contractor by the COR along with the request for the final report approximately two months prior to the end of the Direct to Phase II period.

The Direct to Phase II final report shall include an updated draft of the Direct to Phase II abstract that will be posted on the ED/IES SBIR website presenting the final results of the project.

The Direct to Phase II final report shall also include a set of one (1) page "Research Briefs," each brief authored for various project stakeholders, such as educators, administrators, policy makers, parents, or funders. The briefs will detail: the product that was developed, product implementation, and results from the pilot research. The specific briefs to be authored will be proposed to the program officer approximately two months prior to the end of the Direct to Phase II period. The interim reports shall also include the SBIR Funding Agreement Certification (found below).

(6) Acknowledgement Statement

All presentations and 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) Direct to Phase II 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 Direct to Phase II. 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 the Department accepts goods or supplies performed by the contractor, whichever is later. Contractors shall be paid upon completion of the final project summary report, normally 24 months after project start. The invoice shall accompany the final summary report.

Contractors shall receive eight (8) payments during the Direct to Phase II contract performance period. Each invoice shall be accompanied by an interim or final progress report. 20% of the Direct to Phase II contract price is reserved for the initial payment and 20% is reserved for payment after acceptance of the final report. 60% of the contract price is reserved for payment of the six (6) interim reports, 10% payment for each interim report after acceptance by the Department.

(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 Direct to Phase II, at least one-half of the research and/or analytic effort must be performed by the proposing small business concern unless otherwise approved in writing by the Contracting Officer (CO) and 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.

[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)).

(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 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 2 p.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-U 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 (15 pages maximum)
  - ☐ Did the Direct to Phase II Work Plan describe the R/R&D process in which an education technology product will be developed to ready and existing evidence-based innovation?
- ☐ **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**. Direct to Phase II Budget
  - ☐ Is there a Direct to Phase II narrative budget justification and budget spreadsheet?
  - ☐ Does the budget demonstrate that the proposing firm is spending a minimum of one-half ($500,000) the Direct to Phase II funding (no more than one-half of the funding on subawards)?
- ☐ **Section E.** Letter of Agreement for School Participation (Maximum 1 letter)
- ☐ **Section F.** Commercial Pathway Letters (Maximum 5 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.DTPII.ProposalTitle.pdf"
  OR
- "CompanyName.DTPII.ProposalTitle.doc(x)"

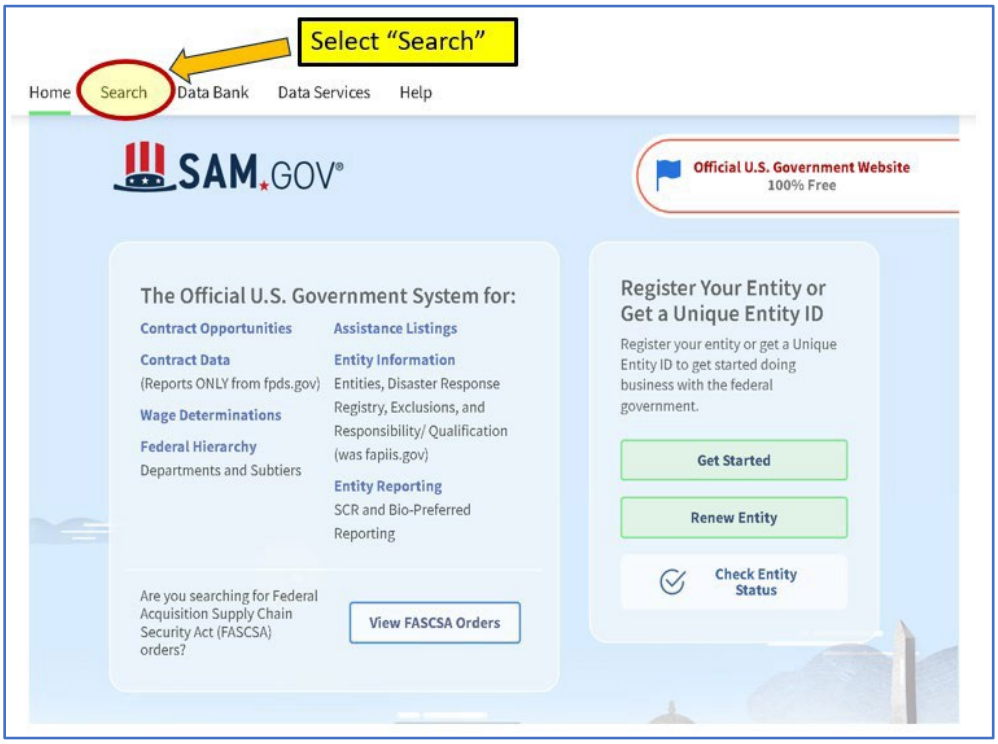
☐ Has a single PDF or MS WORD document been emailed to:

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

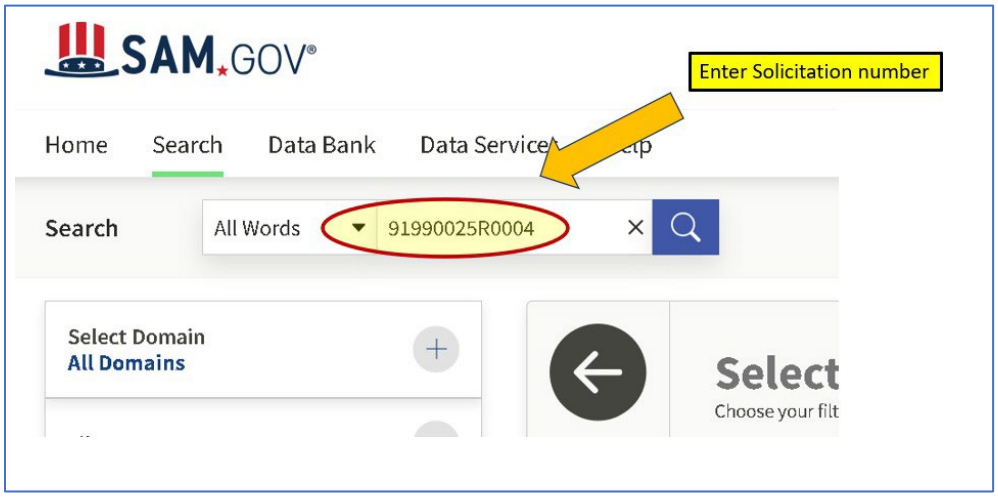
☐ Have you received a confirmation receipt no later than one week?
If not, send an inquiry to David.Yadeta@ed.gov and David.Geary@ed.gov.

F. Navigating Solicitations in SAM.gov

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

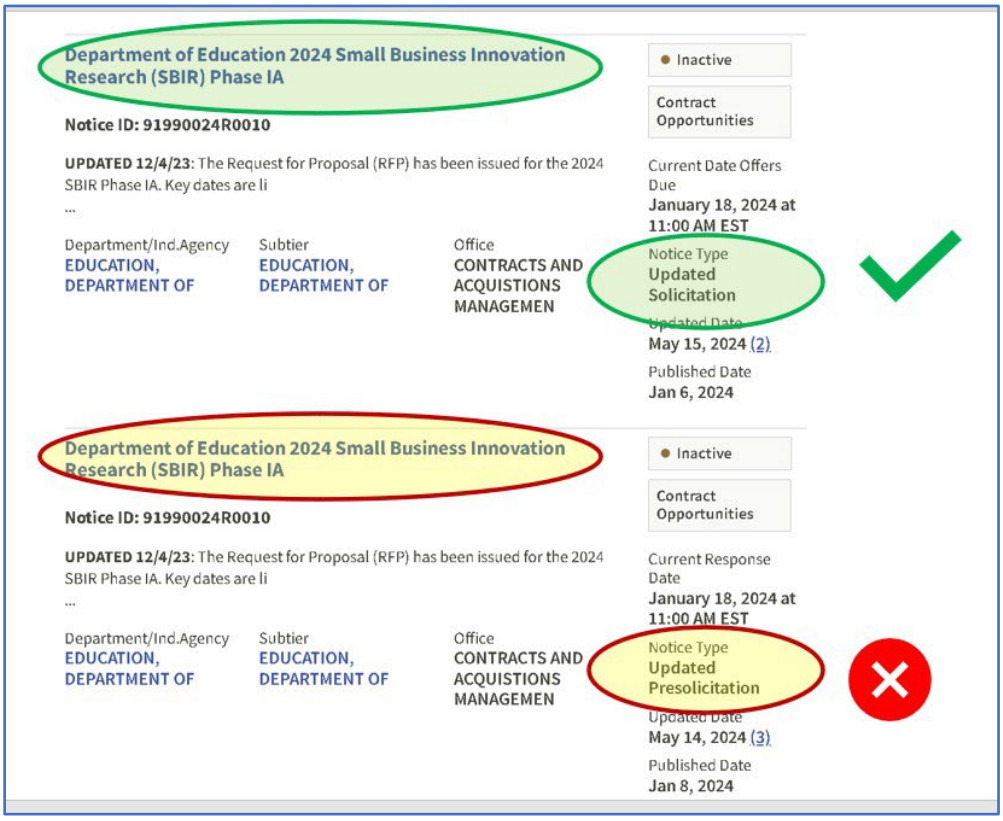


1. Go to SAM.gov and select "search" tab.

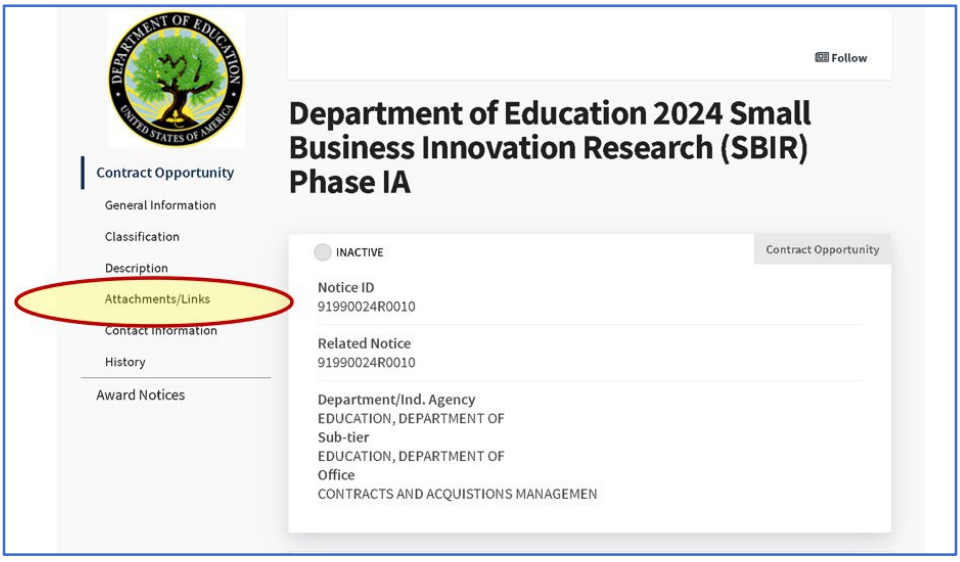


2. Enter the 2026 Direct to Phase II solicitation number into the search box (91990026R0005).

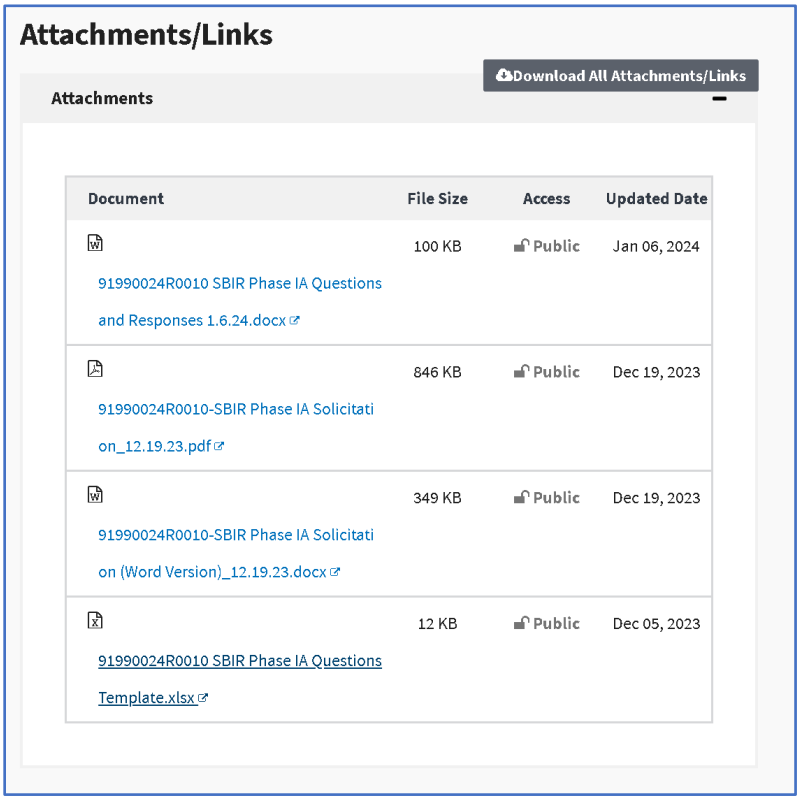
NOTE: The following screenshots are from the 2024 Phase IA solicitation, NOT 2026.



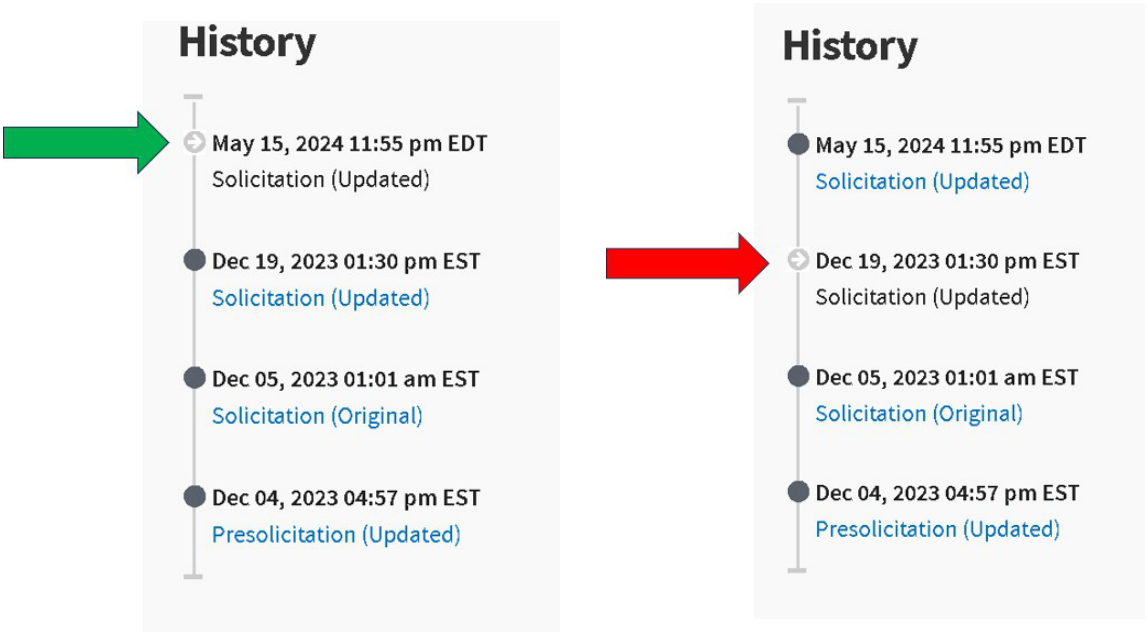
3. If there is more than one option with the same name, select the "**Solicitation**" and *not* the "**Presolicitation**"



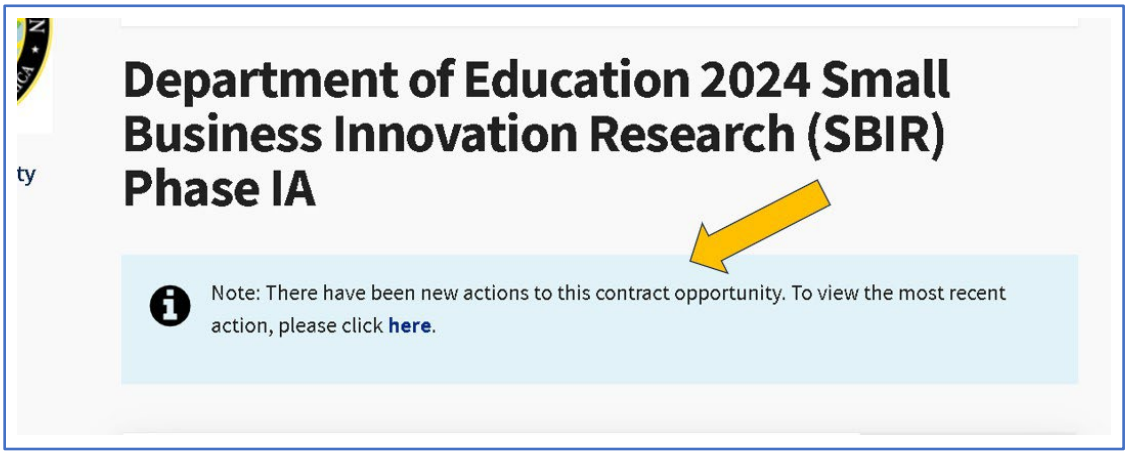
4. Click or scroll to the "Attachments/Links"

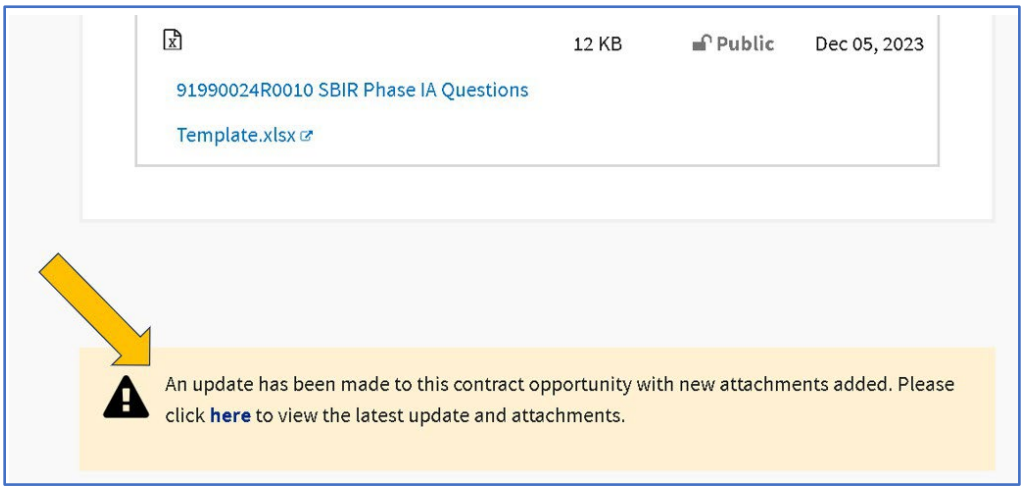


5. Downloadable MS Word and PDF versions of the solicitation with any amendments and questions and answer documents.



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 Clause

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 41

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	91990026R0005	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	04/30/2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)
US Department of Education 400 Maryland Avenue SW Washington DC 20202-0001	CAM	David.Yadeta@ed.gov

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 hand carried, in the depository located in _____ until 1400 ET (Hour) local time 06/29/2026 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: 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) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	David Yadeta	202	245-7045		David.Yadeta@ed.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
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☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	8	☐	J	LIST OF ATTACHMENTS	
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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 0 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 price 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. ACKNOWLEDGEMENT 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 AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

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. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED BY *(If other than Item 7)*	CODE	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
David Geary		

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2026 Small Business Innovation Research Direct to Phase II: Projects to Develop New Education Technology Products to Ready Existing Evidence-Based Innovations for Use at Scale in Education Settings, and to Plan for Commercialization Period of Performance: 10/05/2026 to 10/04/2028				

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B - Supplies or Services/Prices

301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I)

The total fixed price of this contract is $1,000,000.00.
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.

C - Description/Specifications

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 TBD and Representations and Certifications are hereby incorporated into the contract.

D - Packaging and Marking

List of Clauses Incorporated by Reference

Clause Database	Clause Number	Clause Title

If the above table is blank, no IBR clauses were included in this version.

List of Clauses Included by Full Text

301-1 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:

(c) Mark deliverables for:

E - Inspection and Acceptance

List of Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.246-7	Inspection of Research and Development - Fixed-Price. (AUG 1996)

If the above table is blank, no IBR clauses were included in this version.

List of Clauses Included by Full Text

F - Deliveries or Performance

Delivery and PoP Information

Item/Sub Number	Delivery Code	Quantity, if Applicable	Delivery Date, if Applicable	PoP Start Date, if Applicable	PoP End Date, if Applicable

List of Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.242-15	Stop-Work Order. (AUG 1989)
FAR	52.242-17	Government Delay of Work. (APR 1984)

If the above table is blank, no IBR clauses were included in this version.

List of Clauses Included by Full Text

305-4 Period of Performance (MAR 1986)

The period of performance shall be from 10/05/2026 to 10/04/2028, inclusive of all specified deliveries and/or task work.

G - Contract Administration Data

List of Clauses Included by Reference

Clause Database	Clause Number	Clause Title

If the above table is blank, no IBR clauses were included in this version.

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)

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

H - Special Contract Requirements

List of Clauses Included by Reference

List of Clauses Included by Reference

Clause Database	Clause Number	Clause Title
EDAR	3452.208-72	Paperwork Reduction Act. (MAR 2011)
EDAR	3452.227-70	Publication and publicity. (MAR 2011)
EDAR	3452.227-71	Advertising of awards. (MAR 2011)
EDAR	3452.239-70	Internet protocol version 6 (IPv6). (OCT 2023)
EDAR	3452.242-73	Accessibility of meetings, conferences, and seminars to persons with disabilities. (MAR 2011)

If the above table is blank, no IBR clauses were included in this version.

31.205-46 Travel costs.

(a) *Costs for transportation, lodging, meals, and incidental expenses.* (1) Costs incurred by contractor personnel on official company business are allowable, subject to the limitations contained in this subsection. Costs for transportation may be based on mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Costs for lodging, meals, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable charge.

(2) Except as provided in paragraph (a)(3) of this section, costs incurred for lodging, meals, and incidental expenses (as defined in the regulations cited in paragraphs (a)(2)(i) through (iii) of this section) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the-

(i) Federal Travel Regulation, prescribed by the General Services Administration, for travel in the contiguous United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Publishing Office, Washington, DC 20402, Stock No. 922-002-00000-2;

(ii) Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Publishing Office, Washington, DC 20402, Stock No. 908-010-00000-1; or

(iii) Standardized Regulations (Government Civilians, Foreign Areas), section 925, *Maximum Travel Per Diem Allowances of Foreign Areas,* prescribed by the Department of State, for travel in areas not covered in

paragraphs (a)(2)(i) and (ii) of this section, available on a subscription basis from the Superintendent of Documents, U.S. Government Publishing Office, Washington, DC 20402, Stock No. 744-088-00000-0.

(3) In special or unusual situations, actual costs in excess of the above-referenced maximum per diem rates are allowable provided that such amounts do not exceed the higher amounts authorized for Federal civilian employees as permitted in the regulations referenced in paragraph (a)(2)(i), (ii), or (iii) of this section. For such higher amounts to be allowable, all of the following conditions must be met:

(i) One of the conditions warranting approval of the actual expense method, as set forth in the regulations referred in paragraph (a)(2)(i), (ii), or (iii) of this section, must exist.

(ii) A written justification for use of the higher amounts must be approved by an officer of the contractor's organization or designee to ensure that the authority is properly administered and controlled to prevent abuse.

(iii) If it becomes necessary to exercise the authority to use the higher actual expense method repetitively or on a continuing basis in a particular area, the contractor must obtain advance approval from the contracting officer.

(iv) Documentation to support actual costs incurred shall be in accordance with the contractor's established practices, subject to paragraph (a)(7) of this section, and provided that a receipt is required for each expenditure of $75.00 or more. The approved justification required by paragraph (a)(3)(ii) of this section and, if applicable, paragraph (a)(3)(iii) of this subsection must be retained.

(4) Paragraphs (a)(2) and (3) of this section and paragraphs(a)(2)(i), (ii), and (iii) of this section do not incorporate the regulations cited in paragraphs (a)(2)(i), (ii), and (iii) of this section in their entirety. Only the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and the regulatory coverage dealing with special or unusual situations are incorporated herein.

(5) An advance agreement (see 31.109) with respect to compliance with paragraphs (a)(2) and (3) of this section may be useful and desirable.

(6) The maximum per diem rates referenced in subparagraph (a)(2) of this subsection generally would not constitute a reasonable daily charge-

(i) When no lodging costs are incurred; and/or

(ii) On partial travel days (e.g., day of departure and return).

Appropriate downward adjustments from the maximum per diem rates would normally be required under these circumstances. While these adjustments need not be calculated in accordance with the Federal Travel Regulation or Joint Travel Regulations, they must result in a reasonable charge.

(7) Costs shall be allowable only if the following information is documented:

(i) Date and place (city, town, or other similar designation) of the expenses;

(ii) Purpose of the trip; and

(iii) Name of person on trip and that person's title or relationship to the contractor.

(b) Airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

(c)(1) *Cost of travel by contractor-owned, -leased, or -chartered aircraft,* as used in this paragraph (c), includes the cost of lease, charter, operation (including personnel), maintenance, depreciation, insurance, and other related costs.

(2) The costs of travel by contractor-owned, -leased, or -chartered aircraft are limited to the allowable airfare described in paragraph (b) of this section for the flight destination unless travel by such aircraft is specifically required by contract specification, term, or condition, or a higher amount is approved by the contracting officer. A higher amount may be agreed to when one or more of the circumstances for justifying higher than allowable airfare listed in paragraph (b) of this section are applicable, or when an advance agreement under paragraph (c)(3) of this section has been executed. In all cases, travel by contractor-owned, -leased, or -chartered aircraft must be fully documented and justified. For each contractor-owned, -leased, or -chartered aircraft used for any business purpose which is charged or allocated, directly or indirectly, to a Government contract, the contractor must maintain and make available manifest/logs for all flights on such company aircraft. As a minimum, the manifest/log shall indicate-

(i) Date, time, and points of departure;

(ii) Destination, date, and time of arrival;

(iii) Name of each passenger and relationship to the contractor;

(iv) Authorization for trip; and

(v) Purpose of trip.

(3) Where an advance agreement is proposed (see 31.109), consideration may be given to the following:

(i) Whether scheduled commercial airlines or other suitable, less costly, travel facilities are available at reasonable times, with reasonable frequency, and serve the required destinations conveniently.

(ii) Whether increased flexibility in scheduling results in time savings and more effective use of personnel that would outweigh additional travel costs.

(d) Costs of contractor-owned or leased automobiles, as used in this paragraph, include the costs of lease, operation (including personnel), maintenance, depreciation, insurance, etc. These costs are allowable, if reasonable, to the extent that the automobiles are used for company business. That portion of the cost of company-furnished automobiles that relates to personal use by employees (including transportation to and from work) is compensation for personal services and is unallowable as stated in 31.205-6(m)(2).

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)

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): [(Specify HR positions or Insert "Not Applicable")]

Moderate Risk (MR): Project Management; Research; Development

Low Risk (LR): [Specify LR positions or Insert "Not Applicable")]

(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: [Contracting Officer to complete with overall risk level; or insert "Not Applicable"].

(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)

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)

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)

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)

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)

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 [ ] does include [X] 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 [ ] Moderate [ ] High
>
> Integrity: [ ] Low [ ] Moderate [ ] High
>
> Availability: [ ] Low [ ] Moderate [ ] High
>
> Overall Risk Level: [ ] Low [ ] Moderate [ ] High

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

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

(End of Clause)

ED.ALL.32-01 SUBMISSION OF INVOICES AND CONTRACT FINANCING REQUESTS (NOV 2024)

(a) Payments shall be rendered in accordance with the contract's payment terms and schedule(s).

(b) The Contractor shall submit invoices and requests for contract financing payments electronically in the secure web-based Invoice Processing Platform (IPP) system that can be accessed at: http://www.ipp.gov/. All submitted invoices and requests for contract financing payments must be accompanied by supporting documentation in accordance with the contract's terms and conditions. (Please identify all requests for contract financing payments as "Requests for Contract Financing Payments.")

(c) Invoice Number Format - The format for the invoice shall be the contract number and invoice number. The invoice number shall be sequential starting at 0001, 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 No.:91990025C1234, Invoice No.:0001, IPP Invoice No.: 91990025C12340001. Should an invoice require re-submission, the vendor must use the same number followed by an 'R.' (For example: 91990025C12340001R). Should an invoice require multiple resubmissions, the vendor shall submit an 'R' for each resubmission. (For example, a second resubmission would be: 91990025C12340001RR).

(d) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) should receive enrollment instruction via email from IPP. If the Contractor does not receive such instruction well in advance of initial invoice submission, the Contractor must reach out to IPP using the contact information listed in Section (e) below to ensure timely invoice submission.

(e) Contractor assistance with enrollment can be obtained by contacting the IPP Vendor Support Team at IPPCustomerSupport@fiscal.treasury.gov or (866) 973-3131.

I - Contract Clauses

List of Clauses Included by Reference

Clause Database	Clause Number	Clause Title	Item List
FAR	52.202-1	Definitions. (JUN 2020)	
FAR	52.203-3	Gratuities. (APR 1984)	
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)	
FAR	52.203-7	Anti-Kickback Procedures. (JUN 2020)	
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)	
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)	
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)	
FAR	52.204-13	System for Award Management Maintenance. (OCT 2018)	
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)	
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)	
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)	
FAR	52.215-17	Waiver of Facilities Capital Cost of Money. (OCT 1997)	
FAR	52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020)	
FAR	52.219-8	Utilization of Small Business Concerns. (JAN 2025)	
FAR	52.219-28	Postaward Small Business Program Rerepresentation. (JAN 2025)	
FAR	52.222-3	Convict Labor. (JUN 2003)	
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)	
FAR	52.222-26	Equal Opportunity. (SEP 2016)	
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020)	
FAR	52.222-37	Employment Reports on Veterans. (JUN 2020)	
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)	
FAR	52.222-50	Combating Trafficking in Persons. (NOV 2021)	
FAR	52.222-50	Combating Trafficking in Persons. (NOV 2021) - Alternate I (MAR 2015)	
FAR	52.222-54	Employment Eligibility Verification. (JAN 2025)	
FAR	52.224-1	Privacy Act Notification. (APR 1984)	
FAR	52.224-2	Privacy Act. (APR 1984)	
FAR	52.224-3	Privacy Training. (JAN 2017)	
FAR	52.225-1	Buy American - Supplies. (OCT 2022)	
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)	
FAR	52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)	
FAR	52.227-1	Authorization and Consent. (JUN 2020) -- Alternate I (APR 1984)	
FAR	52.227-11	Patent Rights-Ownership by the Contractor. (MAY 2014)	
FAR	52.227-20	Rights in Data-SBIR Program. (MAY 2014)	
FAR	52.232-2	Payments Under Fixed-Price Research and Development Contracts. (APR 1984)	

Clause Database	Clause Number	Clause Title	Item List
FAR	52.232-23	Assignment of Claims. (MAY 2014)	
FAR	52.232-25	Prompt Payment. (JAN 2017)	
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)	
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)	
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)	
FAR	52.233-1	Disputes. (MAY 2014)	
FAR	52.233-3	Protest After Award. (AUG 1996)	
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)	
FAR	52.242-13	Bankruptcy. (JUL 1995)	
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services. (JAN 2025)	
FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)	
FAR	52.249-9	Default (Fixed-Price Research and Development). (APR 1984)	

If the above table is blank, no IBR clauses were included in this version.

List of Clauses Included by Full Text

52.216-25 Contract Definitization. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.216-25 Contract Definitization. (OCT 2010) -Alternate I (APR 1984)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(d) The definitive contract resulting from this letter contract will include a negotiated [insert price ceiling or firm fixed price] in no event to exceed [insert the proposed price upon which the award was based].

(End of clause)

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): [Insert one or more Internet addresses]

(End of clause)

52.243-1 Changes-Fixed-Price (DEVIATION JUL 2025) Alternate V (DEVIATION JUL 2025)

(a)(1) At any time, the Contracting Officer may issue a written order making changes within the scope of this contract related to:

(i) Drawings, designs, or specifications.

(ii) The method of shipment or packing, or

(iii) Place of inspection, delivery, or acceptance.

(2) If there are any sureties, the Contracting Officer does not need to notify them of a written order.

(b) If any such change causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in—

(1) The contract price, the time of performance, or both; and

(2) Other affected terms of the contract, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or has become excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) 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.

(End of clause)

K - Representations, Certifications, and Other Statements of Bidders

List of Provisions Incorporated by Reference

Clause Provision	Provision Number	Provision Title
FAR	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
FAR	52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)
FAR	52.222-25	Affirmative Action Compliance. (APR 1984)
FAR	52.225-2	Buy American Certificate. (OCT 2022)
FAR	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)

If the above table is blank, no IBR provisions were included in this version.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-2 Buy American Certificate. (OCT 2022)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)

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 subdivision (a)(1)(i)(B) of this provision; and

(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 3-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).

(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)

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)

52.219-1 Small Business Program Representations. (FEB 2024)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*. (1) The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) *SDVOSB concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.

(9) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice*. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.204-8 Annual Representations and Certifications (JAN 2025) (DEVIATION FEB 2025)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [].

(2) The small business size standard is [].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

____(i) Paragraph (d) applies.

____(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

[[]] (i) 52.204-17, Ownership or Control of Offeror.

[[]] (ii) 52.204-20, Predecessor of Offeror.

[[]] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[[]] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

[[]] (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[[]] (vi) 52.227-6, Royalty Information.

[[]] (A) Basic.

[[]] (B) Alternate I.

[[]] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of provision)

L - Instructions,Conditions, and Notices to Bidders

List of Provisions Included by Reference

Provision Database	Provision Number	Provision Title
FAR	52.204-7	System for Award Management. (NOV 2024)
FAR	52.233-2	Service of Protest. (SEP 2006)
EDAR	3452.224-71	Notice about research activities involving human subjects. (OCT 2023)

If the above table is blank, no IBR provisions were included in this version.

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): [Insert one or more Internet addresses]

(End of provision)