

SEALED BID REQUEST FOR PROPOSAL

Academic Excellence for All PreK-12 Implementation

Issued by:

Vermont Agency of Education

ISSUE DATE	October 1, 2026
BIDDERS CONFERENCE	October 22, 2026
QUESTIONS DUE	October 26, 2026 – 4:30 PM (EST)
RFP RESPONSES DUE BY	November 20, 2026 – 4:30 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

[Vermont Business Registry Bid Site](#)

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

Contact person for this RFP:

Meg Porcella, Programmatic Director of Strategic Budgeting & Contracts
Vermont Agency of Education
1 National Life Drive, Davis 5
Montpelier, VT 05620-2501
aoe.cpteam@vermont.gov and (802) 917-1686



1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP), the Agency of Education (AOE) (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide comprehensive strategic planning, implementation design, and operational support for the implementation of the AOE’s Academic Excellence for All plan.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of a 1-year base with up to 3 option years. The State anticipates the start date for such contract(s) will be January 1, 2027.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to Meg Porcella at aoe.cpteam@vermont.gov. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS’ CONFERENCE:** A non-mandatory bidders’ conference will be held remotely on October 22, 2026 from 12:00 to 1:00 pm (EST). [Complete the Academic Excellence for All Bidders’ Conference](#) form to register.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than 4:30 PM (EST) on October 26, 2026, to Meg Porcella at aoe.cpteam@vermont.gov and reference “Academic Excellence for All” in the subject line. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period, we will post a copy of all questions or comments and the State’s responses on the State’s website: www.vermontbusinessregistry.com. We will post this information as soon as possible after the question period ends, depending on the number and complexity of the questions. All information vendors provide during this process will be public, and bidders shall not provide confidential information, except as described in 4.1 below.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at www.vermontbusinessregistry.com. Modifications from any other source are not to be considered.

This project is being funded in whole or in part using federal monies. If a bidder needs assistance preparing their proposal or guidance on socioeconomic certifications, the bidder may contact the VT APEX Accelerator. The APEX Accelerator specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <http://apex.vermont.gov>

2. **DETAILED REQUIREMENTS/DESIRED OUTCOMES:** The Vermont Agency of Education (AOE) is seeking proposals from qualified providers to provide comprehensive strategic planning, implementation design, and operational support for the implementation of the AOE’s *Academic Excellence for All* plan. A foundational element of this contract is the design and execution of a robust, ongoing series of professional development (PD) sessions targeting both internal AOE staff and external education leaders across the state (supervisory union/ district [SU/SD] superintendents, principals, curriculum directors, directors of special education, educators) to ensure systemic alignment across multiple ongoing initiatives and sustainability after the contract ends.
 - a. The multiyear Theory of Action for the *Academic Excellence for All* pillar of the [AOE’s strategic plan](#) is as follows:
 - i. IF the Vermont Agency of Education systematically sequences its statewide supports—

1. first by strengthening the necessary structures and conditions for improved universally accessible core (Tier 1) instruction (SY26-27),
 2. next by building on the strong, accessible Tier 1 instruction foundation with a statewide multi-tiered system of support (MTSS) so all students get what they need when they need it (SY27-28),
 3. then by aligning specialized instruction with general education to build a de-siloed instructional continuum (SY28-29), and
 4. ultimately by embedding robust local improvement and sustainability processes including statewide calibrated observation loops (SY29-30).
- ii. THEN all school districts will build highly coherent, equitable, and continuously improving student learning systems.
- b. CONSEQUENTLY, all students, including traditionally marginalized learners, will receive high-quality instruction and graduate high school college- and career-ready.
 - c. The selected provider(s) will support the AOE in executing a sequenced, strategic rollout of the *Academic Excellence for All* work as part of the AOE's new strategic plan designed to establish systemic equity of education quality across all SU/SDs by anchoring actions to [Act 173](#) implementation. This contract will begin as a 1-year base contract with up to 3 option years, with renewals tied directly to successful completion of the deliverables outlined in the scope of work and metrics around participant satisfaction thresholds for professional development (PD) sessions.
 - d. Close collaboration with AOE primary points of contact and coordination across AOE Divisions are important aspects of this work. Work products shall align with the Agency's concurrent initiatives addressing accountability redesign, statewide reporting modernization, District Quality Standards/Education Quality Standards (DQS/EQS) implementation, and data governance to ensure a unified statewide improvement system and avoid duplication of effort. Bids should describe how providers plan to work collaboratively with AOE and other key groups in the state.

2.1 The State of Vermont is interested in obtaining bids to meet the following business needs: This scope of services is anchored in Richard Elmore's concept of the **Instructional Core**, asserting that academic improvement requires the simultaneous upgrading of content, teacher expertise, and student engagement.

2.1.1 The work is supportive of Vermont's broader education transformations under [Acts 73, 170, and 173](#), and must respect critical statutory timelines, including:

1. **January 1, 2027:** State Board of Education decisions on statewide graduation requirements.
2. **September 1, 2027:** District merger committees' final reports due.
3. **December 15, 2027:** State Board findings issued regarding proposed mergers.
4. **March 7, 2028:** Town Meeting Day votes on mergers.
5. **SY2028-2029:** New statewide school calendar takes effect.
6. **July 1, 2029:** New school districts formally take effect.

2.2 The State of Vermont seeks to achieve the following:

2.2.1 Specific responsibilities include?

1. Develop a project plan that includes deliverables, due dates, benchmarks, and people responsible within the first 30 days of the period of performance:

- a Convene the Act 173 working group and AOE leadership for a minimum of two structured planning sessions each for the **1) Foundations of Instructional Coherence** and **2) Statewide Graduation Requirements Implementation Preparation** deliverables. The vendor should bring proposals to these groups, with AOE leadership as the final decider, for the following components of a written Project Plan, including:
 - b A common vision statement and purpose for the Vermont Academic Toolkit
 - c A phased work breakdown structure mapping each subsequent item within this scope of work
 - d A master timeline/Gantt-style schedule aligned to the dates already specified in the grant scope of work
 - e An implementation considerations list identifying at least the top 5 implementation challenges (e.g., stakeholder engagement gaps, timeline compression, interdependencies with other contracts, staffing, etc.) with mitigation strategies
 - f A clear RAPID (decision-making for major components)
 - g A RASCI chart (Responsible, Accountable, Supported, Consulted, Informed) clarifying roles and responsibilities among AOE, the working group, and external stakeholders
- 2. Develop and deliver the Vermont Academic Toolkit, a comprehensive set of tools and resources for SU/SDs that includes, but is not limited to: content area visions, sample internalization tools, walkthrough tools, curriculum implementation tool, cross-functional collaboration meeting protocols for Education Support Teams and Professional Learning Communities (separately), and asynchronous modules to support tool use. This toolkit will include nationally available sources, AOE-developed sources, and sources developed during this contract in collaboration with AOE. This toolkit will provide the backbone resources for a training series for SU/SDs and align with existing guidance and resources. Key components of the toolkit include, but are not limited to, the following:
 - a High-Quality Instructional Materials (HQIM)
 - b Conduct focus groups to solicit user experiences related to implementation from those in the state who are currently using the HQIM programs being reviewed. Summarize implementation factors for each HQIM (from focus group data) in updated guidance materials.
 - c Codify and facilitate Vermont's HQIM review process, based on co-created criteria with commonly used English Language Arts, Math, and Science Tier 1 HQIM programs to determine program recommendations in updated guidance materials. Organize and stipend the application process for, and selection of, external reviewers in each content area to ensure stakeholder engagement and inter-rater reliability.
 - d Expand the existing Vermont HQIM criteria to include additional content-specific criteria for coherent intervention HQIM decision-making. This work builds on the initial HQIM work to ensure core-to-supplemental curriculum coherence and prevent instructional fragmentation before the Year 2 rollout.
 - e Design the state's annual SU/SD curricular materials inventory audits to track HQIM adoption/implementation trends
 - f Develop and deliver Essential Teaching Practice Guidance and Tools by designing and/or selecting instructional practice guides as statewide classroom observation tools that define core actions for standards-

aligned content, effective teaching, and meaningful student engagement initially in English Language Arts (ELA), Math, and Science. These instructional practice guides will support educators in strengthening implementation of content-specific practices and help leaders identify strengths and needs in their educators. Leverage existing practice guides and resources such as those provided by Student Achievement Partners, IES, the [Regional Education Laboratories](#), and others with strong research backing in the design of the Vermont set of tools

- g Design effective Local Comprehensive Assessment System support tools that support the instructional use of assessments: classroom formative assessment and instructional decision-making, such as Instructional Leadership Team protocols and professional learning communities (PLC).
- h Plan and facilitate a Vermont Academic Toolkit Advisory Committee
- i In collaboration with AOE staff, convene ongoing virtual meetings of key members to get feedback on the Vermont Academic Toolkit tools and resources.
- j Provide record-keeping of committee meetings, including agendas, participant roster representing required groups (e.g., superintendents, curriculum and special education leaders, teachers, principals, educators, etc.), attendance logs, meeting summaries, and recommendations.
- k Design and lead professional learning throughout the spring semester of the current school year:
 - l Provide training for AOE staff on classroom observations using the content-specific practice guides.
- m Facilitate four full-day, in-person learning sessions for SU/SD leaders on the Vermont Academic Toolkit that provide planning time and focus on evaluating tools currently in use by SU/SDs against the ones recommended in the toolkit.
- n Provide coaching for 8-12 pilot SU/SDs in the spring semester to provide needs assessments and further refine the Academic Toolkit's resources.

3. Safe and Healthy Schools (SHS) Integration with Academics

- a Review and audit Vermont's Safe and Healthy Schools High-Quality Instructional Materials (HQIM):
- b Supplement Vermont's HQIM co-created criteria with additional criteria specific to Harassment, Hazing, and Bullying Prevention (HHB) and Comprehensive Health Education (CHE) to be used in the Vermont review process for Tier 1 HQIM prevention curricula, programs, and instructional resources to determine program recommendations specific to these subject matter areas
- c Include developmentally appropriate, prevention-focused, inclusive, evidence-informed, supportive of belonging/protective factors that is aligned with Vermont HHB requirements and guidance.
- d Conduct focus groups with AOE and other education professionals, including student and caregiver representatives, to solicit input related to implementation from those in the state who are currently using HHB and CHE HQIM programs being reviewed. Summarize implementation factors such as training needs, staff capacity, implementation barriers, developmental/grade-level fit, and supplementation/adaptation needs for each HQIM (from focus group data) in updated guidance materials.
- e Design and publish SHS essential teaching practices guidance and tools for HHB prevention due August 2027.
- f Design and publish instructional practice guides as classroom implementation and reflection tools for HHB that define core actions for

effective teaching and meaningful student engagement. Materials must reflect developmentally appropriate practice, student engagement and voice, inclusive and trauma-informed instruction, and prevention-focused approaches, in addition to standards alignment and content-specific instructional practices.

- g Design tools to support the instructional use of assessments and relevant data for HHB prevention. Tools should support the use of formative information, implementation data, student experience/voice, school climate data, and other relevant indicators to inform instructional and prevention decisions and other academic assessment goals.
- 4. Statewide Graduation Requirements Implementation Preparation
 - a Convene and facilitate a series of working groups composed of external partners, including national experts, educators, principals, superintendents, curriculum directors, and interventionists, to formalize and codify the implementation guidance/expectations/processes related to the graduation requirements, focusing on establishing the criteria for proficiency in the standards for each content credit, and systems for collaborative planning, instruction, assessment, and reporting across SU/SDs to support norming on the determination process for tracking and awarding credit. This will include creating assessment banks and Performance-Based Assessment Tasks (PBAT) by content area, with integration across content areas.
 - b Support the statewide graduation requirements monitoring preparation by developing the protocol and process for AOE staff to conduct monitoring annually beginning the 2027-2028 school year. Provide training for AOE staff responsible for monitoring the protocol and process, and prepare the necessary guidance for LEAs, including the following
 - c **Student Information System (SIS) Guidance:** Design a guidance document used to track graduation requirements and specialized Seals of Global Leadership to ensure accurate transcription for all learners and their flexible pathways to graduation.
 - d **Course Catalogs Guidance:** Design instructional guidance to help districts configure local course catalogs to support accurate tracking within the Student Information System (SIS).
 - e Design protocols for high schools to use to incorporate student voice into decisions about the learning experiences offered to them to satisfy new statewide graduation requirements.

2.2.2 The successful proposal will describe in detail how the bidder will:

- 1. Facilitate and manage working groups
- 2. Engage with the AOE and other educational partners
- 3. Develop and deliver virtual and in-person training and coaching sessions
- 4. Stay on time and within budget
- 5. Leverage their experience and expertise to identify a solution

2.2.3 Deliverables

- 1. Project plan
- 2. Vermont Academic Toolkit
- 3. Professional learning and coaching sessions
- 4. Safe and Healthy Schools guidance for the prevention of Hazing, Harassment, and Bullying
- 5. Graduation Requirements Monitoring protocols

2.3 Bidder Qualifications

2.3.1 For a proposal to be considered, a bidder must demonstrate:

- 1. Experience and expertise in conducting similar projects

2. Understanding of the Vermont educational landscape
3. Experience designing or implementing the products described above

3. GENERAL REQUIREMENTS:

3.1 **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

3.1.1 Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2 **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.2 **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1 **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The State reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3 CONFLICTS OF INTEREST:

3.3.1 **Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder, as a business entity, has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

3.3.2 **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

3.3.3 **Requirements:** The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

- a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.

- b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

3.3.4 The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCOI that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

3.4 WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS: In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

- 3.4.1 Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
- 3.4.2 Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.5 EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:

For bid amounts exceeding \$25,000.00, bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After considering all relevant factors, the bidder that demonstrates business practices that promote clean energy and address climate change, as identified in the Certification, shall receive favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.6 METHOD OF AWARD: Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the State and/or products raised or manufactured in the State, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.6.1 Evaluation Criteria: Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified in the attached Scoring Criteria.

3.7 CONTRACT NEGOTIATION: Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and

other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.8 COST OF PREPARATION: Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.9 CONTRACT TERMS: The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form, Attachment C and Attachment D as attached to this RFP for reference.

3.9.1 Business Registration. To be awarded a contract by the State of Vermont, a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

3.9.2 The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

3.9.3 Payment Terms. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.9.4 Quality. If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

4.1 Unsolicited Bidder-Confidential Information Prohibited. Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the State's burden while preventing bidder-confidential information from entering the public record.

4.2 Disclosure under Public Records Act. All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

4.3 Unsolicited Confidential Materials. This RFP does not solicit confidential information, and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

4.4 State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information. It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted

by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

4.5 The bid should include a Cover Letter and Technical Response and Price Schedule.

4.6 COVER LETTER:

4.6.1 Exceptions to Contract Terms and Conditions. If a bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.

4.7 **TECHNICAL RESPONSE.** In response to this RFP, a bidder shall:

4.7.1 Provide details concerning your form of business organization, company size and resources.

4.7.2 Describe your capabilities and particular experience relevant to the RFP requirements.

4.7.3 If you have experience working with the State of Vermont, identify all current or past State projects. Provide the name of the Vermont department or agency and the project title or a brief description of the work. Do not include references or statements from State of Vermont agencies or employees.

4.7.4 Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), in response to the questions described above in this section.

4.8 **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance. Do not list a State of Vermont agency or employee as a reference.

4.9 **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.10 **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Quotation Form attached to the RFP.

4.11 **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. SUBMISSION INSTRUCTIONS:

5.1 **CLOSING DATE:** Bids must be received by Meg Porcella at aoe.cpteam@vermont.gov by 4:30 PM (EST) on November 20, 2026, and reference "Academic Excellence for All" in the subject line. Late bids will not be considered.

5.1.1 The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2 There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

5.2. **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically via email by 4:30 PM (EST) on November 20, 2026 to Meg Porcella at meg.porcella@vermont.gov and reference "Academic Excellence for All" in the subject line.

5.2.1 Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

5.2.2 There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. The Bidder's also responsible for ensuring its email system can send and receive messages up to this size.

6. **BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Quotation Form
- ✓ Signed Certificate of Compliance

7. **ATTACHMENTS:**

- 7.1 Criteria for Scoring
- 7.2 Price Quotation Form
- 7.3 Certificate of Compliance
- 7.4 Worker Classification Compliance Requirement; Subcontractor Reporting Form
- 7.5 Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (February 13, 2026)
- 7.6 Attachment D: Other Contract Provisions

CRITERIA FOR SCORING	Total Points	Bidder Score
1. Quality of Bidder's Experience and Capacity to Perform	40	
a. Bidder's understanding, experience, and knowledge of the project. b. Bidder's experience with conducting similar projects. c. Licensures or accreditations of the individual or organization, or other indicators of quality review that attest to the quality of the bidder or bidder programs.		
2. Responsiveness to Specifications	40	
a. Bidder's response to program goals and how the bidder will report its performance and quality. b. Bidder's plan for ensuring the project remains on track for the proposed period. c. Bidder's plan for working with AOE program staff to ensure appropriate, timely, and accurate completion of the project.		
3. Program Cost	20	
a. Lowest bid received by the State of Vermont.		
OVERALL TOTAL SCORE	100	

Price Quotation Form
Submit this form at the end of the proposal.

The below categories can be changed to meet project needs.

Provide a brief description of each item and the price associated. Only complete the sections and items that apply to your proposal. This form can be expanded as needed (not limited to one page).

Goal area	Price Quotation	Justification/Details
Professional Development	Management: Personnel: Materials/Supplies: Contracts: Other:	
Technical Assistance	Management: Personnel: Materials/Supplies: Contracts: Other:	
Evaluation and Assessment	Management: Personnel: Materials/Supplies: Contracts: Other:	
Overall	Other (itemized):	
TOTAL QUOTE		

CERTIFICATE OF COMPLIANCE

For your bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- ☐ Energy Star® Certification
- ☐ LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- ☐ Other internationally recognized building certification:

-
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

-
3. Please Check all that apply:

- ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

-
-
4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- ☐ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities.

An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

F. Certification Regarding Use of Contract Funds for Lobbying - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

RFP/PROJECT:

DATE:

Page 4 of 4

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: **State Contracting Entity**

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$[REDACTED].00.

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 20[REDACTED] and end on [REDACTED], 20[REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Conflicts of Interest.**

6.1 **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Contractor as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Contract.

6.2 **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Contractor could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Contract.

6.3 **Requirements:** Contractor shall not have PCOIs or OCOI’s with respect to this Contract nor with respect to any other contract(s) it may hold with the State. In order to ensure that PCOIs and OCOI’s do not exist, the Contractor shall:

- a. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Contract.
- b. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
- c. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this contract for which the Contractor has identified a PCOI.
- d. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any Non-Disclosure Agreement required by this Contract.
- e. Make an immediate and full disclosure, in writing, to the State Point of Contact for the Contract of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Contract.

6. 4 Remedies:

- a. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Contractor to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.
- b. If the State does not deem mitigation practicable, the State may terminate all or a portion of the contract. for default or pursue such other remedies as may be permitted by law or this contract.
- c. If a contractor fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.

7. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

8. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

9. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 02/13/2026)

Attachment D - Other Provisions

Additional attachments may be lettered as necessary

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment D

(3) Attachment C (Standard Contract Provisions for Contracts and Grants)

(4) Attachment A

(5) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

DELETE THESE INSTRUCTIONS All State contracts must describe the work to be performed in clear, concise and complete statements. Attachment A of the Standard State Contract should be used to detail the work to be performed or products to be delivered by the contractor. A well written description will include the schedule for performance, identification of project deliverables, deliverable milestones, and standards by which the contractor's performance will be measured. This description of the work may also be referred to as the Statement of Work, Specifications of Work, or Subject Matter. Please refer to Appendix II for further guidance. The deliverables and milestones should be used to inform the payment terms in Attachment B. Attaching RFPs and RFP responses to contracts is not permitted. RFP responses can be long and complicated and may include both unnecessary information and introduce internally inconsistent terms within the contract.

The level of required contract compliance monitoring, if applicable, should be based on the assessment of the risk for delay or failure to deliver the services. In assessing the risk, agencies should consider factors such as: amount of funds involved; contract duration; contract complexity; history of the Contractor with State government; amount of subcontracting involved; and other relevant issues. Whether or not liquidated damages, service credits and/or retainage are part of the contract, the document should include a section that describes specifically how the Agency will monitor the contract for compliance. Types of compliance monitoring processes and steps may include: (i) periodic contractor reports; (ii) invoice reviews; (iii) on-site visits; (iv) scheduled meetings; (v) audits; (vi) independent performance reviews; (vii) surveys of users/clients; and (viii) post-contract audit or review. This section may also describe a process for identification, discussion, and resolution of disputes between the Contractor and the State, both during the contract duration and after expiration.

NOTE: Additional guidance for drafting Attachment A is provided in Bulletin 3.5, Appendix II

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [REDACTED]
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: [REDACTED]

DELETE THESE INSTRUCTIONS The above language up through section 5 is standard and should be included in all services contracts. Section 6 is merely a prompt for completion of the particular payment terms necessary to the contract, such as the schedule and/or rates of pay. Sample language is provided below, if helpful, but there is no required format.

***TIME/MATERIALS:** If payment will be based upon time and materials, specify the frequency of invoicing and the rate of payment. For example:*

Contractor shall be paid \$50.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly.

***FIXED PRICE/DELIVERABLES:** If payments are fixed price, specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. For example:*

Contractor shall submit invoices to the State in accordance with the following schedule:

<u>Deliverable</u>	<u>Invoice Amount</u>
Phase 1 completed by May 1, 2015	\$5,000.00
Phase 2 completed by July 1, 2015	\$5,000.00
Submit Final Report by August 31, 2015	\$8,000.00

NOTE: Additional guidance for drafting Attachment B is provided in Bulletin 3.5, Section IX.A.5 and Appendix III

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED FEBRUARY 13, 2026**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D
OTHER CONTRACT PROVISIONS

1. Confidential Information: Any and all information, the release of which is prohibited by state or federal law or regulation or which is subject to the protection of the Family Education Rights and Privacy Act (FERPA) obtained by the Contractor in the performance of this contract constitutes confidential information. The Contractor shall not use or disclose any confidential information except as specifically permitted or required by this contract or as required by law.

2. Any and all products of the Contractor's work under this contract, to the extent that they are specific to this contract and to the State, including, but not limited to: outlines, reports, manuals, printed materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, digital documents, computer programs, websites, surveys, and any and all other intellectual property, become the sole property of the State of Vermont, and may not be copyrighted or resold by the Contractor without the prior written approval of the State. In the event that the Contractor should request from, and be given permission by, the State to use the intellectual property which is the subject of this contract for his, her or its own purposes, the Contractor shall not imply or represent any form of endorsement or collaboration on the part of the State.

3. Contractor Fiscal Responsibility: Contractor specifically acknowledges and agrees that:

a) Contractor will not under any circumstances commence work before the contract has been signed by both Contractor and an authorized representative of the Agency of Education, or, if Contractor has commenced work in error prior to signature by both parties, Contractor shall cease work immediately, until a contract is fully in place, and Contractor recognizes that there is no guarantee of payment for any work done before the contract has been signed by both parties.

b) Contractor is responsible for tracking Contractor's cumulative work and billings in relation to the dollar size and time duration of the contract;

c) If Contractor has done work (regardless of whether it has yet billed State for that work) that nears the total available funding allowed by the Contract, but in advance of the time for completion of the contract, it is Contractor's responsibility to alert the Agency, and to cease and do no more further work than represents the existing maximum payable amount under the Contract.

d) No representative of the Agency of Education has authority to commit to or amend contracts in unwritten form.

4. If the contractor is an individual person who is or becomes an employee of another organization or person: You, as an individual, have agreed to deliver services and/or products as an independent contractor for the VT Agency of Education ("AOE") as set forth in the scope of work of this Contract.

If you already are, or later become, an employee of any other organization or person ("Employer"), it is your responsibility to:

(a) Inform any Employer(s) in writing that you are working under contract to AOE, and the general subject matter of this Contract;

(b) Clearly, fully, and transparently segregate and document (and preserve documentation) that any time, work, deliverables, and related activities that you undertake under this Contract are all entirely separate than any that you undertake for Employer(s);

(c) Avoid situations in which your objectivity or loyalty in any aspect of your work for either AOE or Employer(s) could be compromised- or open to question by an impartial observer- as a result of your several roles, and, should such situation(s) arise, to openly confer with both AOE and Employer(s) to resolve the situation.

5. Any and all electronic or information technology used to promote, communicate or otherwise disseminate information about the Contractor's work, to the extent that it is specific to this contract, including, but not limited to:

websites, social media campaigns, online surveys, and digital documents, shall adhere to State of Vermont accessibility standards and other relevant web policies: <https://digitalservices.vermont.gov/working-us/policies>. The State of Vermont has adopted Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)) and the W3C Web Accessibility Initiative standards.

6. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), prohibits recipients of federal financial assistance from discriminating on the basis of disability in their programs or activities.

7. Any and all products of the Contractor's work under this contract, to the extent that they are specific to this contract and to the State, including, but not limited to: outlines, reports, manuals, printed materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, digital documents, computer programs, websites, surveys, shall adhere to State of Vermont brand standards: <http://cmo.vermont.gov/>. The inclusion of a logo or emblem on any product must be approved by the State prior to final production.