STATE OF SOUTH DAKOTA
Labor and Regulation

Strategic Apprenticeship Facilitator for High School Apprenticeships

PROPOSALS ARE DUE NO LATER THAN Friday December 4, 2026

RFP #: 26RFP21251 State POC: Caitlin Kemnitz EMAIL: Caitlin.Kemnitz@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Labor and Regulation (DLR) is seeking a qualified partner to serve as a Strategic Apprenticeship Facilitator (Facilitator) to build long-term state and local capacity for expanding apprenticeship and pre-apprenticeship pathways for high school students across South Dakota. The primary purpose of this engagement is to lead and manage the state's pre-selected pilot cohort of school districts in launching high-quality pre-apprenticeship and apprenticeships in high school, while co-designing a comprehensive framework that supports both pre-apprenticeship and Registered Apprenticeship Programs (RAPs) for high school students. Over this multi-year initiative, the Facilitator will lead consecutive cohort cycles of school districts, applying continuous learning to scale the program's reach and impact.

The selected Facilitator will act as a central coordinator and implementation partner. Key responsibilities include convening the cohort, serving as a communication conduit between the participating schools and state agencies, and facilitating the ongoing alignment of work-based learning terminology across state agencies and workforce partners. To ensure broad opportunity, the Facilitator will function as an objective, neutral broker; connecting schools to a diverse network of trusted third-party training, academic, and business service providers.

Throughout the project lifecycle, the facilitator will continuously gather insights from the cohort cycles to design a replicable expansion blueprint, provide expert recommendations for future state policy, and create a communications plan to mobilize local program champions. As part of these future-state policy recommendations, the Facilitator will help lay the groundwork for long-term innovation. This includes exploring how work-based learning data and student competencies might eventually align with emerging digital systems, such as a statewide talent marketplace, as partnerships with education and agency stakeholders continue to evolve. Together, these efforts will build a sustainable, modern foundation for apprenticeship experiences for high school students in South Dakota.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Workforce Development Division is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Labor and Regulation. The reference number for the transaction is 25RFP21251.This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

Event	Date	Time (Central Time)
RFP Publication / Release	Monday, November 2, 2026	—
Offeror Questions Due (Optional)	Wednesday, November 11, 2026	5:00 PM CT

Responses to Questions Posted	Monday, November 16, 2026	5:00 PM CT
Proposal Submission Deadline	Friday, December 4, 2026	5:00 PM CT
Proposal Evaluation Period	December 4- – December 11, 2026	—
Notice of Intent to Award	Friday, December 14, 2026	—
Contract Negotiations & Execution	December 14 – December 18, 2026	—
Contract Start & Project Kickoff	December 21, 2026- January 4, 2027	—
Pilot Cohort Orientation	Week of January 11, 2027	—
GOED Conference Presentation	February 24-25, 2027	—

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by Caitlin Kemnitz via email at Caitlin.kemnitz@state.sd.us by the date and time indicated in the Schedule of Activities. Please place the following in the subject line of your email: **"26RFP21251 Submission"**.

Proposals received after the deadline will be late and ineligible for consideration. STATE POC
Caitlin Kemnitz
605-353-6678
Caitlin.kemnitz@state.sd.us

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars ($100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Caitlin Kemnitz at Caitlin.Kemnitz@state.sd.us with the subject line “RFP #26RFP21251”.

The State will respond to offeror’s inquiries (if required) via e-mail. In addition, all inquiries and the State’s response will be posted on the state’s e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The term of the contract is anticipated to run from December 7, 2026, through June 30, 2028. The contract may be amended by the parties as necessary to effectuate the stated purpose of this RFP, subject to satisfactory contractor performance and the ongoing availability of federal funding.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 NO LIMITATIONS OF LIABILITY

The State will not agree to any contractual limitations on the offeror’s liability as part of the contract negotiations. By responding to this RFP, offeror acknowledges this requirement and accepts it.

1.15DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

2.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.

2.2 The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.

2.3 The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

2.4 The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed $_____. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.

2.5 Contractor agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Contractor shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Contractor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Contractor shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Contractor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist

Contractor in the defense. This section does not require Contractor to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

2.6 At all times during the term of this Agreement, Contractor shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:
Contractor shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars ($1,000,000) for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars ($1,000,000).

C. Business Automobile Liability Insurance:
Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars ($1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.

D. Workers' Compensation Insurance:
Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

2.7 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.8 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

2.9 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement

may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

2.10 This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

2.11 This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

2.12 This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

2.13 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

Contractor agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

2.14 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

2.15 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, procedures, or files, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

2.16 CERTIFICATIONS

A. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

Executive Order 2020-01 provides that for contractors, vendors, suppliers or subcontractors with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars ($100,000) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

B. COMPLIANCE WITH SDCL ch 5-18A:

Contractor certifies and agrees that the following information is correct:

Contractor is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this Agreement and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

Contractor further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

By signing this Agreement, Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension

or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

2.17 Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

The parties consent to the use of email for communications as a signed writing provided that delivery is confirmed.

2.18 In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

2.19 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

2.20 This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

2.21 This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

2.22 The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

2.23 Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

2.24 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

2.25 The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

2.26 Contractor represents and warrants that:

A. Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

B. The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

C. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement; and

D. Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the services. Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

2.27 Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

2.28 For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to Contractor by the State and all information, regardless of its format, obtained by Contractor through the provisions of services as contemplated by this Agreement. Contractor, and any person or entity affiliated with Contractor shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Contractor, and any person or entity affiliated with Contractor shall not: (i) disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Confidential Information except to exercise rights and perform obligations under this Agreement; (iii) make Confidential Information available to any of its employees, officers, agents or consultants except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Contractor, and any person or entity affiliated with Contractor is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. Contractor, and any person or entity affiliated with Contractor shall protect the confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that: (i) was in the public domain at the time it was disclosed to Contractor or to any person or entity affiliated with Contractor; (ii) was known to Contractor, or to any person or entity affiliated with Contractor, without restriction at the time of disclosure from the State; (iii) was disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Contractor, or by any person or entity affiliated with Contractor, without the benefit or influence of the State's information; or (v) becomes

known to Contractor, or to any person or entity affiliated with Contractor, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers or other clients to whom the State provides services of any kind. Contractor understands that this information may be confidential and protected under state or federal law. Contractor agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, Contractor agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Contractor will enforce the terms of this Confidentiality Provision to its fullest extent.

Contractor agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter.

Contractor will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Contractor agrees to return to the State, at Contractor's cost, any Confidential Information or documentation maintained by Contractor regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Contractor and State.

2.28 In the performance of these services and providing the deliverables under the Agreement, Contractor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by Contractor and any subcontractors, if applicable, under this Agreement. It shall be the duty of Contractor to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. Contractor represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

Contractor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Contractor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Contractor's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by Contractor shall not in any way relieve Contractor of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of Contractor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein Contractor shall be and remain liable in accordance with the terms of this Agreement and

applicable law for all damages to the State caused by Contractor's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to Contractor. The State may, in its sole discretion, require Contractor to cure such breaches. If it is necessary for Contractor to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at Contractor's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

2.29 In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, Contractor will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor will not improperly use any trade secrets or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. Contractor shall indemnify the State, the State of South Dakota, its officers, agents and employees (hereinafter collectively "the State") from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief (collectively, a "Claim") to the extent such Claim alleges improper use of, or infringement or misappropriation by, the State or Contractor of any patent, copyright or federally registered trademark or trade secret in connection with the performance of this Agreement and the provision of services and deliverables under this Agreement.

2.30 Contractor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Contractor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Contractor.

2.31 The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's services by the State and may not be so represented by Contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. Contractor may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

3.0 SCOPE OF WORK

3.1 General Scope

The purpose of this initiative is to lead and facilitate the successful launch of South Dakota's pre-apprenticeship pilot cohort and build a sustainable foundation for future statewide replication. The selected contractor will act as an objective, statewide facilitator providing direct implementation support, cohort leadership, neutral brokerage, and policy insights.

The facilitator's primary responsibilities are organized across the following core areas:

3.1.1 Pilot Cohort Leadership & Convening

- Convene, lead, and document structured cohort sessions (virtual and/or in-person) for the first cohort of DLE-selected school districts, which will be formally selected by the Department of Labor and Regulation (DLR), bringing together local educators, administrators, employers, and training partners.
- Serve as a primary communication bridge between the cohort's school districts, DLR, and the Department of Education (DOE) to ensure streamlined information flow and cross-agency alignment.
- Provide hands-on coaching and technical assistance to help participating school district teams design, operationalize, and establish pre-apprenticeship pathways, including the formal agreements between education providers and employers to ensure compliance with federal and state regulations.
- Act strictly as a neutral broker, actively connecting school districts with a broad, diverse network of education and industry training providers for Related Instruction (RI) and On-the-Job Learning (OJL). To maintain this neutrality, if the successful applicant is an educational institution, school, or training entity, they must expressly agree not to exclusively promote or mandate their own institution's classroom courses for Related Instruction, or their own proprietary network of workplace placements for On-the-Job Learning. This ensures all pathways are designed around the unique local needs of each school district and employer partner.

3.1.2 Program Evaluation, Expansion & Policy Design

- Assess and evaluate the operational progress, milestones, challenges, and outcomes of all cohorts, including participating school districts and their employer partners.
- Develop, field-test, and continually refine a practical step-by-step implementation guide (Blueprint) for school districts based on cohort findings and best practices, equipping South Dakota school districts to independently replicate and scale successful pre-apprenticeship and Registered Apprenticeship programs.
- Translate real-time cohort lessons into strategic recommendations to DLR to establish statewide high school pre-apprenticeship quality standards, criteria for formal state-level policy endorsement, and ongoing review processes.
- Identify key pre-apprenticeship champions (educators, industry leaders, community advocates) and develop a strategic communications and engagement plan to mobilize them as long-term champions of apprenticeship.
- Mentor DLR and DOE staff throughout the process to build internal capacity, enabling state agency team members to co-create and independently execute future outreach blueprints and expansion guides.

3.1.3 Statewide Work-Based Learning and Future Alignment

- In close collaboration with DLR and the state's designated alignment facilitator, co-lead inter-agency working groups engaging the Department of Education (DOE), Board of Regents (BOR), and Board of Technical Education (BOTE). The Facilitator will guide discussions to define the South

Dakota work-based learning continuum, synchronize common language and definitions, and establish consistent pathway expectations.

- Partner with DLR, agency stakeholders, and technical facilitators to ensure emerging data architectures, statewide talent marketplace models, and DLR's participant tracking systems (PowerWorkforce) accurately capture pre-apprenticeship competencies, high school CTE coursework, and employer evaluations.
- Serve as a subject-matter bridge between the pilot cohort and state leadership, translating real-world district and employer experiences into actionable insights for the state's broader WBL continuum design, ensuring pilot pathways align with statewide terminology and standards.

3.2 Performance Reporting and Key Metrics

The contractor will provide quarterly narrative reports that document progress against the core responsibilities outlined in the Scope of Work.
These reports shall include key qualitative and quantitative measurements of implementation progress and system-building, to include:

3.2.1 Metrics and narrative updates on the pilot cohort's progress, including onboarding 100% of the school districts selected through DLR's competitive application process. The Facilitator must review each district's original application, conduct a gap analysis of their proposed local model, and establish an operational local launch schedule to ensure districts successfully meet their April 30, 2027 Milestone 1 requirements.

3.2.2 Documented progress on the creation, field-testing, and ongoing refinement of the statewide expansion "Blueprint," including the completion of outlines, draft sections, practitioner-facing tools, employer agreement templates, and district launch checklists.

3.2.3 Documented progress toward meeting program expansion goals, including launching pilot programs in one to two high-demand career clusters during the 2027-2028 school year, and establishing the operational framework to expand into up to four career clusters for subsequent cohorts.

3.2.4 Narrative and quantitative tracking toward pre-apprentice enrollment, retention, and completion, helping support participating school districts and sponsoring partners in meeting the target of serving a baseline pilot cohort of fifteen to twenty-five (15-25) pre-apprentices across participating districts for the cohort launch (Milestone 2 due December 31, 2027), collaborating with DLR to ensure local district data collection protocols are compatible with DLR's PowerWorkforce reporting system, maintaining a minimum 75% completion rate, and tracking credential attainment and transitions into Registered Apprenticeship Programs (RAPs) or postsecondary education.

3.2.5 Documented progress on employer partner engagement, including the execution of formal partnerships and training agreements (MOUs) with a minimum of two

distinct employers per participating district pathway, defining student supervision, mentor assignments, and committed On-the-Job Learning slots.

3.2.6 Documented progress and tangible outcomes from co-leading cross-agency sessions with DLR and partner facilitators, including joint meeting facilitation summaries, stakeholder feedback syntheses, and milestone progress toward the finalized statewide definition framework.

3.2.7 A summary of all formal policy recommendations submitted to DLR during the reporting period, based on real-time learnings from the pilot cohort.

3.2.7.1 Narrative and quantitative metrics on the development of the strategic communications plan and local advocate engagement, including a documented roster of identified pre-apprenticeship champions across the education and industry sectors, milestone updates on the creation of parent and employer marketing materials, and tracking of community outreach or informational sessions held during the reporting period.

3.3 Deliverables

The selected consultant will be expected to provide the following key deliverables throughout the contract period. All deliverables are subject to formal review and written approval by DLR prior to final acceptance and invoice approval:

3.3.1 A summary of agendas, attendance records, and strategic outcome reports from all facilitated cohort sessions and milestone meetings co-planned with DLR, accompanied by quarterly logs of 1:1 coaching provided to school districts. *(Submitted Quarterly with Regular Invoices)*

3.3.2 A strategic outreach and communications plan that identifies key program champions across education and industry, providing turnkey messaging materials, employer briefs, and local presentation tools to support school districts as they actively recruit students and employers for their winter launch. *(Anticipated Due: November 15, 2027)*

3.3.3 A formal state-level policy document co-developed and co-facilitated with DLR, any of the state's identified facilitator(s), DOE, BOR, and BOTE. This deliverable must establish a standardized definition matrix for work-based learning terminology across South Dakota agencies, a clear continuum map illustrating student progression through Registered Apprenticeship, and practical guidelines for mapping competencies to emerging state data infrastructure standards. *(Anticipated Due: January 15, 2028)*

3.3.4 A comprehensive operational guide and strategic blueprint providing a practical, step-by-step framework for future South Dakota school districts to replicate and scale pre-apprenticeship programs. This deliverable must synthesize pilot best practices and include ready-to-use district launch checklists, employer MOU

templates, student training plan guides, CTE curriculum alignment crosswalks, RAP articulation models, and specific strategies for rural school districts. *(Anticipated Draft Due: February 15, 2028; Final Approved Version Due: April 14, 2028)*

3.3.5 A formal advisory document outlining criteria, quality standards, application requirements, and review processes necessary for DLR to officially endorse high-quality pre-apprenticeship programs across the state, alongside state policy and sustainability recommendations. *(Anticipated Due: April 30, 2028)*

3.3.6 A formal report detailing the evaluation methodology, quantitative findings (enrollment, completion, credentials earned, and articulation outcomes), employer feedback, operational challenges, and overall statewide impact of the pilot cohort. *(Anticipated Due: May 31, 2028)*

3.4 Contractor Requirements

To ensure successful execution of this scope of work, the Facilitator must possess the following qualifications and experience:

3.4.1 Proven experience in designing, implementing, and managing high-quality apprenticeship, pre-apprenticeship, or similar work-based learning programs at a state or regional level.

3.4.2 A demonstrated ability to navigate and translate the priorities, languages, and policies of distinct educational and workforce entities (specifically School Districts, Departments of Education, Post-secondary systems, and Departments of Labor).

3.4.3 Proven familiarity with Career and Technical Education (CTE) pathways, Perkins V requirements, and experience aligning K-12 postsecondary curriculum with industry recognized credentials.

3.4.4 The offeror must have a deep understanding of South Dakota's unique educational and economic landscape, demonstrated by either:

A) Existing, credible relationships within the South Dakota education and workforce ecosystem (e.g., with school districts, post-secondary institutions, or industry partners); or
B) A clear, actionable, and rapid-start plan to build trust and rapport with key state and local partners, as well as school districts across South Dakota.

3.4.5 Prior experience leading and mentoring cohorts of program providers, educators, or community partners through the full lifecycle of program implementation, from initial design to successful launch and evaluation.

3.4.6 The ability to describe a clear operational plan for delivering high-quality, statewide services, including how the offeror will manage capacity and leverage local or regional subcontractors, if necessary.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories. The State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.1 Offeror's Contacts

4.1.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.

a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;

b. Dates of the service/contract; and

c. A brief, written description of the specific prior services performed and requirements thereof.

4.2 Proposal Response Format

4.2.1 The offeror shall provide a digital copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.)

4.2.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

4.2.3 All proposals must be organized and tabbed with labels for the following headings:

4.2.4 RFP Form. The State's Request for Proposal form (1st page of RFP) completed and signed.

4.2.5 Executive Summary. The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

4.2.6 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information. Please note: This section (Detailed Response) is subject to a strict page limit of ten (10) pages in total. Key personnel resumes, references, and standard organizational charts do not count toward this 10-page limit and should be submitted as attachments. Content exceeding the 10-page technical limit may be removed prior to evaluation or disqualified at the State's discretion.

4.2.6.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

4.2.6.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

4.2.6.3 A clear description of any options or alternatives proposed.

4.2.7 Cost Proposal. Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

5.0 PROPOSAL EVALUATION AND AWARD PROCESS

5.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

(1) Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

(2) Resources available to perform the work, including any specialized services, within the specified time limits for the project;

(3) Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

(4) Availability to the project locale;

(5) Familiarity with the project locale;

(6) Proposed project management techniques;

(7) Ability and proven history in handling special project constraints;

(8) Timeline; and

(9) Cost.

5.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

5.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

5.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

5.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

5.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.

5.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

6.0 COST PROPOSAL AND FUNDING DISCLOSURE

The Facilitator will be compensated solely for facilitation work performed during this period, based on actual hours worked, in alignment with the scope of work outlined in this agreement, and documented through itemized invoices. The hourly compensation and total compensation under this agreement will be negotiated based on respondents' capacity and response to this proposal.

Note that all professional services must adhere to the federal consultant rate cap of $101.88 per hour (or a daily rate of $815). The facilitator can expect no less than monthly touchpoints with the DLR.

Cost Proposal and Budget Structure

The Facilitator will be compensated solely for facilitation and strategic work performed during the contract period, based on actual hours worked in alignment with the Scope of Work, and documented through monthly itemized invoices. The hourly compensation rate and total maximum

contract value will be negotiated based on the selected respondent's capacity and proposal response.

Important Rate Constraints:

- Federal Consultant Rate Cap: In compliance with federal grant regulations, all professional consulting services billed under this agreement must adhere to the federal consultant rate cap of $101.88 per hour (or a maximum daily rate of $815.00 for an 8-hour workday). Proposals exceeding this hourly rate for professional services will be deemed non-compliant and disqualified.
- Travel Reimbursement: All proposed travel and per diem costs must be budgeted separately and will be reimbursed in strict accordance with South Dakota State Travel Regulations and standard U.S. General Services Administration (GSA) rates. Travel expenses must not be built into the professional hourly rate.

The Facilitator can expect, at minimum, monthly strategic touchpoints with the DLR project team.

Proposed Budget Format

Bidders must submit their cost proposal utilizing the following structured format. Bidders should present a realistic, competitive budget based on the estimated level of effort required to fulfill the scope of work; the final contract award amount will be determined through subsequent negotiations.

Budget Category	**Estimated Hours / Units**	**Hourly Rate / Cost per Unit**	**Total Proposed Cost**
Professional Facilitation Services	[Insert Est. Hours]	[Insert Hourly Rate]	$_____
Travel & Per Diem Expenses	[Insert Est. Trips]	[Standard State GSA Rates]	$_____
Project Deliverables / Materials	—	—	$_____
TOTAL PROPOSED BUDGET	—	—	**$**_____

Federal & State Funding Disclosure (Stevens Amendment)

The work completed under this RFP is supported in part by the U.S. Department of Labor Employment and Training Administration (ETA). In compliance with federal disclosure regulations (the Stevens Amendment), the funding structure for the resulting agreement over its maximum potential three-year term is established as follows:

- Federal Funding (SAEF4): 33.3% of the total project costs, up to a maximum negotiated total of $200,000, will be financed with federal funds made available through the U.S.

Department of Labor Employment and Training Administration (ETA) State Apprenticeship Expansion Formula (SAEF4) grant.

- State Funding: 66.7% of the total project costs, up to a maximum negotiated total of $400,000, will be financed with State of South Dakota general workforce resources.

Please note: The figures listed above represent maximum "not-to-exceed" funding allocations reserved for this initiative over its multi-year lifecycle. The actual contract award value and annual budget will be determined based on the competitive hourly rates and level of effort negotiated with the selected offeror.