

Request for Qualifications and Interest (RFQI)

Rally Sponsorship and Trademark-Licensing Development and Sales

1. Invitation, Purpose, and Procurement Basis

1.1 Invitation and Purpose

The City of Sturgis, South Dakota ("City"), invites statements of qualifications and interest from individuals, firms, and integrated teams capable of helping the City develop and sell sponsorship and trademark-licensing opportunities associated with its Sturgis Motorcycle Rally program.

The City seeks experience, professional judgment, market knowledge, commercial relationships, and capacity to identify opportunities, develop credible offerings, and secure additional business. The assignment combines development and sales so that recommendations are informed by what prospective sponsors and licensees will support.

The engagement will build on the City's established program. The City will retain ownership of its assets, approval of commercial commitments, governmental authority, and ongoing program administration. It will remain the direct contracting party with sponsors and licensees.

1.2 Procurement Basis and Selection Process

This Request for Qualifications and Interest ("RFQI") is a voluntary solicitation for consultant services exempt from competitive procurement requirements under SDCL § 5-18A-22(17).

The RFQI describes the City's objectives and contemplated assignment. Responses should demonstrate relevant qualifications, assigned personnel, market access, and a preliminary approach. The City is not requesting a complete redevelopment plan, finished sales packages, or detailed pricing.

The City will evaluate and score written submissions to identify top-ranked respondents, conduct interviews unless waived under Section 5, and establish the order of negotiations. Detailed scope, compensation, and agreement terms will be developed through sequential negotiations. Any resulting agreement will require City Council approval.

1.3 Anticipated Engagement

The City anticipates one agreement encompassing the 2027, 2028, and 2029 Rally cycles (the 87th, 88th, and 89th Rallies) with annual work plans and performance reviews.

The City prefers commission-only compensation tied to new business and attributable growth. Respondents may describe alternative approaches for consideration. Compensation approaches will not be scored or used to determine ranking.

The services described in this RFQI establish the contemplated assignment. Respondents should identify material assumptions, conditions, or requested alternatives in their submissions.

2. The City Program and Commercial Opportunity

2.1 The Rally and the City Program

The City of Sturgis is the historic origin and a defining experiential center of the Sturgis Motorcycle Rally. Legendary Main Street and the distinctive, ungated experience created by City streets and public spaces, private businesses, vendors, sponsor activations, and community organizations are central to the Rally's identity and visitor experience.

As host municipality, the City plays a central role in making that experience possible. Its public safety services, infrastructure, management of streets and public spaces, and coordination of municipal operations support the extraordinary concentration of visitors and activity. Decisions about street closures, public-property uses, and the timing of City services and activities significantly influence the Rally's timing, character, and commercial opportunities.

The City also develops, produces, and promotes its own Rally events and programming, owns Rally-related intellectual property, and administers an established and evolving commercial program. For this RFQI, the "City Program" consists of the sponsorship, trademark-licensing, and related commercial opportunities involving assets, rights, relationships, and activities the City owns, controls, or is legally authorized to make available.

The broader Rally experience involves these City contributions alongside independently produced events, businesses, venues, campgrounds, entertainment, riding, and tourism throughout Sturgis and the surrounding region. Independent participants within and outside City limits contribute to its character and success. The City's ownership and production of its own program do not constitute ownership or production of the Rally as a whole or control over independent participants' programming and commercial relationships.

The consultant must understand both the City Program and the broader Rally. The City seeks to build on its central position and substantial influence to expand and improve its commercial offering, enhance the in-City visitor experience, and encourage complementary private activity that benefits the year-round Sturgis community.

2.2 Existing City Program

The City's sponsorship structure includes official categories and longstanding commercial relationships, with benefits tailored to each agreement.

In addition to official sponsor status, sponsorship packages have included:

- Sponsor brand association and recognition within the City Program;
- Opportunities for authentic engagement with Rally attendees, including marketing, product experiences, and approved retail activity;
- Physical space on City-owned or City-controlled property for exhibits, demonstrations, activations, and other approved promotional uses, with turnkey options available;
- Banners, billboards, signage, and other promotional placements on City-owned or City-controlled property;
- Promotion through City websites, social media, publications, and other communications;
- Association with City events, activities, and programming;
- Media opportunities, including interviews and participation in press conferences;
- VIP and hospitality services during the Rally;
- Approved sponsor branding on City staff apparel used for Rally events; and
- Authorized use of City-owned marks and other intellectual property in promotions, approved retail products, and materials identifying approved sponsor associations.

Packages vary. Availability and authorized uses depend on existing commitments, operational requirements, and City approval.

The City also licenses designated City-owned marks for approved merchandise through agreements with private licensees. These arrangements are subject to City approval and requirements governing authorized products and uses.

In recent years, the sponsorship program has generated an estimated combined annual benefit of approximately \$700,000 to \$1 million in net revenue and in-kind support. Results vary annually, and calculating that benefit involves judgment concerning attributable revenues, costs, and the value of in-kind support.

The City believes there is potential to increase that benefit through additional business and development of its offering. The historical estimate describes the existing program's financial

significance; it does not represent business being assigned to the consultant or a base against which commissions will automatically be calculated.

2.3 Commercial Objectives and Public Value

The City seeks to optimize the City Program's overall public value. Increasing net revenue is a primary objective, pursued alongside protecting City assets, reputation, and relationships; preserving the Rally's motorcycle identity; and creating lasting benefits for the year-round Sturgis community.

The Council may limit or decline otherwise profitable opportunities to protect these interests. Recommendations must account for financial potential, City costs and fulfillment obligations, operational feasibility, and effects on residents, local businesses, and community life.

2.4 Initial Opportunities for 2027

The City will continue handling sponsorship and licensing renewals and existing City-led prospects for the 2027 City Program. The consultant's initial sales effort will concentrate on new opportunities made available or assigned by the City.

During the solicitation and negotiations, the City will identify feasible categories, assets, and associated benefits for potential 2027 sponsorships. It intends to make opportunities available for consultant-initiated sales and will work with the selected consultant to develop and refine the initial offering.

The developing offering may be discussed during interviews, if held. Material information relevant to evaluation will be shared consistently with interviewees. During negotiations, the City and respondent will define the initial assignment, including available opportunities, development priorities, restrictions, required approvals, delivery responsibilities, and timing.

The consultant will package and market approved opportunities within the remaining sales and fulfillment schedule. Development of additional offerings may proceed alongside those sales efforts. Early sales are intended to generate City revenue and allow the consultant to earn compensation while developing the broader offering.

2.5 Development for 2028 and 2029

The engagement will also develop an expanded offering for subsequent Rally cycles. Potential areas include additional categories or sponsorship tiers, new combinations of benefits, physical and digital opportunities, associations with City programming, and appropriate trademark-licensing opportunities.

The anticipated progression is:

- **2027:** Learn the program, pursue initial sales, establish working arrangements, and develop the expanded offering.
- **2028:** Market approved packages, secure additional business, and assess market response and delivery requirements.
- **2029:** Refine successful offerings, pursue further growth, and evaluate the engagement's results.

Development and sales will continue throughout the engagement. Results will be assessed against agreed growth and public-value objectives.

3. Anticipated Consultant Services and City Responsibilities

The following functions describe the contemplated assignment. The City and the respondent selected for negotiations will develop the detailed scope, priorities, methods, and allocation of work, drawing on the respondent's experience and proposed approach. The resulting agreement and work plans will operate within the City's retained authority and responsibilities described below.

3.1 Program and Market Assessment

The consultant will review available program information, consult with City personnel, and assess existing offerings, commitments, market position, and growth opportunities.

The assessment will consider the broader Rally, prospective sponsors and licensees, competing commercial opportunities, and the City's operational circumstances. It should distinguish opportunities suitable for immediate pursuit from those requiring further development, investment, or approval.

3.2 Opportunity Development and Packaging

Working with the City, the consultant will:

- Identify and prioritize additional categories, assets, benefits, and licensing opportunities;
- Assess prospective buyers, market demand, and commercial value;
- Develop credible packages, proposed pricing, and sales materials for City approval;
- Evaluate existing commitments, category conflicts, fulfillment requirements, delivery costs, and the public-value considerations described in Section 2.3; and
- Recommend development and sales priorities and schedules.

Recommendations involving property, digital channels, events, or other City resources must be coordinated with those responsible for approving and delivering the benefits. The consultant may recommend opportunities but may not promise their availability before City approval.

3.3 Sponsorship Development and Sales

The consultant will identify and qualify prospects, develop commercial relationships, present approved opportunities, and pursue sponsorship agreements within City-approved parameters. The work will include coordinating proposed terms and supporting negotiations through execution of a City agreement.

Assignments may include City-authorized expansion of existing relationships. Existing accounts and City-led prospects will not automatically become consultant assignments. Prospect tracking and communication procedures will distinguish responsibilities, prevent conflicting approaches, and document business-development activity.

3.4 Trademark-Licensee Recruitment

The consultant will identify and recruit prospective licensees for appropriate products, categories, and uses of City-owned intellectual property.

The work will include assessing commercial fit, relevant experience, product quality, distribution capability, and reputation; presenting qualified opportunities to the City; and supporting negotiations within approved parameters.

3.5 Agreement Documentation and Account Handoff

For each completed transaction, the consultant will provide an organized handoff identifying contacts, executed terms, promised benefits, fulfillment deadlines, responsible parties, and unresolved implementation matters.

Following the defined handoff, City staff will manage the ongoing relationship and coordinate fulfillment. Any continuing consultant assistance will be identified in the agreement or an approved work plan.

Account handoff will not itself end agreed commission rights. The treatment of renewals and compensation earned or payable after the engagement ends will be addressed during negotiations.

3.6 Work Planning, Reporting, Records, and Work Product

Annual work plans will establish priorities, deliverables, responsibilities, schedules, and performance measures. Regular reporting will address development and sales activity, progress toward agreed objectives, and decisions or assistance needed from the City.

The consultant will maintain current, City-accessible records of prospects, contacts, proposals, negotiations, approvals, agreements, and attributable results associated with the assignment. Records must be organized and transferable to support City oversight and continuity.

City-specific deliverables developed under the resulting agreement will belong to the City and remain available for its continued use. The agreement will address appropriate use rights in any incorporated preexisting consultant or third-party materials.

3.7 City Responsibilities and Retained Authority

The City will designate an employee as the consultant's principal contact to coordinate:

- Access to available program information and existing commitments;
- Assignment of opportunities and coordination of prospects;
- Departmental input concerning feasibility, costs, and fulfillment;
- Review of recommendations, packages, pricing, and proposed terms;
- Required City approvals and execution of agreements; and
- Account handoff, ongoing relationship management, and delivery of City commitments.

The City will retain approval of sponsors, licensees, categories, uses of City assets and intellectual property, and agreement terms. It will remain the contracting party with sponsors and licensees and receive program revenue directly.

The consultant may not bind the City, execute agreements on its behalf, promise unapproved benefits, or exercise governmental authority. Commercial relationships will remain separate from permits, licenses, inspections, enforcement, and other regulatory decisions.

3.8 Services Outside the Assignment

The contemplated assignment does not include:

- Direct website development or operation;
- General Rally management or governmental operations;
- Physical or technical production of City events, sponsor activations, or hospitality functions;
- Routine sponsor-account management after handoff;
- Royalty reporting, reconciliation, collection, or licensing administration;

- Merchandise development, manufacturing, inventory, retail sales, or fulfillment; or
- Intellectual-property enforcement support.

These functions will remain with the City, its other providers, sponsors, licensees, or other responsible parties, as applicable.

4. Required Statement of Qualifications and Interest

Responses should follow the order below and comply with the submission requirements in Section 6.4. Sections 4.2 through 4.6 correspond to the five evaluation criteria in Section 5.2. Provide concise explanations supported by relevant examples, and cross-reference information to avoid repetition.

4.1 Respondent Information

Identify the respondent's legal name, principal contact, proposed contracting entity, and any participating firms or subcontractors. For an integrated team, explain leadership, responsibilities, and accountability.

4.2 Relevant Experience and Demonstrated Results

Describe up to three representative engagements involving sponsorship development and sales, licensee recruitment, or comparable commercial work. For each, identify the client or program, period, actual responsibilities, personnel involved, and relevant results. Distinguish attributable new business and growth from an existing program's overall revenue.

Experience gained with a prior employer may be included if the relationship and individual's role are explained. An engagement may demonstrate multiple capabilities.

Provide two relevant reference contacts and explain any restrictions on identifying clients or results, using Section 4.9 where appropriate.

Focus on selected examples demonstrating relevant capability and results. An exhaustive client list, complete portfolio, or underlying client agreements are not requested.

4.3 Assigned Personnel, Capacity, and Working Arrangements

Identify the people who would perform the work, their responsibilities, availability, and other commitments affecting capacity. Include brief biographies or concise résumés.

Explain proposed arrangements for beginning work, coordinating with City staff, and using subcontractors. A detailed staffing or implementation plan is not required.

4.4 Rally and City Program Understanding

Explain the respondent's understanding of the Rally and its economics, motorcycle culture, and the City Program described in Section 2. Address the City's roles as host municipality and producer of its own programming, its influence on the broader Rally, and the contributions of independent participants. Relate that understanding to the commercial opportunity and the City's public-value objectives.

Where direct Rally experience is claimed, identify the personnel, organizations, or programs involved and work performed. Distinguish experience with the City Program from work for other Rally participants. Identify important knowledge gaps and explain how they would be addressed promptly. Direct Rally experience is a material strength, but relevant transferable expertise and a credible readiness plan will also be considered.

Focus on insights relevant to the assignment. A general Rally history or repetition of Section 2 is not requested.

4.5 Opportunity Development and Commercial Judgment

Explain how the respondent would assess, prioritize, and package sponsorship and licensing opportunities, refine the initial 2027 offering, and develop an expanded offering for 2028 and 2029.

Explain how market demand, financial potential, existing commitments, fulfillment requirements and costs, City capacity and approvals, and overall public value would inform recommendations. Identify principal assumptions, information needs, City support requirements, and practical risks.

Preliminary observations or illustrative opportunities may be used to demonstrate the approach. Completed asset inventories, finished sales packages, and detailed financial projections are not requested.

4.6 Sales Approach and Market Access

Describe relevant sponsor and licensee relationships, access to commercial decisionmakers, and methods for identifying and qualifying prospects and advancing opportunities to completed agreements. Distinguish established relationships from intended future outreach.

Explain how prospects would be coordinated with the City, sales activity documented, and resulting relationships transferred to City staff. Identify limitations or competing commitments affecting market access.

The City is not requesting a comprehensive prospect list, prospective buyer commitments, or outreach to sponsors or licensees to prepare a response.

4.7 Compensation Approach and Assumptions

State whether the preferred commission-only model is workable and identify material assumptions or conditions. Respondents may briefly describe alternative compensation structures and explain why they would better support the assignment.

Detailed rates and fee schedules are not requested. Compensation approaches will not be scored or used to determine ranking; whether an acceptable arrangement can be reached will be determined during negotiations.

4.8 Conflicts, Conditions, and Exceptions

Disclose relationships or economic interests that could materially conflict with the assignment, including those involving sponsors, licensees, competing events or venues, and other Rally participants. Explain proposed measures to address identified conflicts.

Identify material conditions or exceptions to the contemplated assignment or allocation of responsibilities. If no conflicts, conditions, or exceptions are identified, state that.

4.9 Information Claimed to Be Protected

Confidential information should not ordinarily be necessary to demonstrate qualifications. Use nonconfidential descriptions whenever possible. Any information claimed to be legally protected must be submitted in a separate confidential exhibit following Section 7.2, with a meaningful nonconfidential description and an exhibit reference in the main response.

5. Evaluation, Ranking, and Negotiations

5.1 Initial Review

Submissions will be reviewed for timely receipt and sufficient information to permit meaningful evaluation. The City may request clarification or verification. Requests will be handled consistently for similarly situated respondents and will not permit material revision of a submission during initial review.

A review panel will evaluate written submissions. All evaluators must disclose potential conflicts before reviewing submissions and comply with City recusal and confidentiality requirements.

5.2 Written Evaluation and Shortlisting

Panel members will independently assign points under the following criteria:

Criterion and corresponding response subsection	Evaluation focus	Max points
Relevant experience and demonstrated results — § 4.2	Relevant engagements, actual responsibilities, demonstrated opportunity development and attributable growth, and credibility of reported results.	25
Assigned personnel, capacity, and working arrangements — § 4.3	Qualifications and availability of assigned personnel, capacity to perform, and practicality of working arrangements with the City.	20
Rally and City Program understanding — § 4.4	Relevant knowledge, understanding of the City Program and commercial opportunity, and credibility of the plan to address knowledge gaps.	15
Opportunity development and commercial judgment — § 4.5	Credibility of the development and packaging approach, priorities across the three Rally cycles, and judgment concerning financial potential, delivery requirements, and overall public value.	20
Sales approach and market access — § 4.6	Credibility of access to prospective buyers, effectiveness of sales methods, and ability to advance opportunities toward completed agreements.	20
Total		100

Each panel member's total will carry equal weight. The City will use the average total score for each respondent to establish the written ranking and shortlist up to three highest-ranked qualified respondents, depending on the number and quality of submissions. The City will resolve tied scores affecting shortlisting or negotiation order under the published criteria. Reference checks will be limited to shortlisted respondents.

5.3 Interviews and Final Ranking

If the written evaluation and reference checks establish the highest-ranked respondent as the clear preferred choice and provide sufficient information to begin negotiations, the City may waive interviews. In that event, the written ranking will establish negotiation order.

If interviews are not waived, online interviews will be conducted promptly after shortlisting. The proposed lead and other principal personnel expected to perform the assignment must participate.

Interviews will use a common format and core topics, supplemented by respondent-specific questions, to assess understanding, professional judgment, credibility, communication, and

readiness to perform. Material program information relevant to evaluation will be shared consistently with interviewees.

Following interviews and reference checks, the City will establish the final negotiation order through a comparative assessment under the five criteria in Section 5.2, considering written submissions, interviews, and verified information together. The final ranking may differ from the written ranking. Shortlisted respondents will be notified whether they are being invited to negotiate.

5.4 Sequential Negotiations and Council Approval

Negotiations will be led by the Mayor with appropriate staff support. The City will negotiate in ranked order, one respondent at a time. Negotiations will address the detailed assignment, initial opportunities, responsibilities, work planning, compensation, and agreement terms consistent with this RFQI.

If an acceptable agreement cannot be reached, the City will end negotiations with that respondent in writing before proceeding to the next-ranked shortlisted respondent. Reference checks will be completed before negotiations begin with a respondent.

If negotiations with all shortlisted respondents fail, the City reserves the right to pursue other options in its best interests, consistent with applicable law and the reserved rights in Section 7.5.

Ranking or selection for negotiations does not constitute an award or bind the City. Any resulting agreement requires City Council approval and execution by the authorized parties.

6. Schedule, Communications, and Submission Requirements

6.1 Anticipated Schedule

Milestone	Date / Time
RFQI issued	October 15, 2026
Clarification requests due	October 25, 2026 — 5:00 PM
Responses due	November 15, 2026 — 5:00 PM
Shortlist notifications	On or about November 23, 2026
Online interviews, if held	November 30–December 4, 2026
Negotiations begin	Early December 2026
Council consideration of agreement	Following negotiations

All times are Mountain Time. Dates following the response deadline are anticipated and may change. Changes to submission or clarification deadlines will be issued by addendum.

6.2 Official Information and Communications

The authorizing resolution, RFQI, addenda, general clarification responses, and notices will be available on the dedicated RFQI webpage:

<https://www.sturgis-sd.gov/rallyrfqi>

Respondents are responsible for monitoring that webpage. Direct solicitation-related inquiries to: rallyrfqi@sturgisgov.com

Respondents and persons acting on their behalf may not lobby or contact elected officials, City staff, or evaluators outside the designated communication, interview, and negotiation process to influence evaluation, ranking, or selection. This restriction does not prohibit unrelated City business or lawful public comment. Public comment does not supplement or amend a response.

Respondents may not represent themselves as acting for the City or approach sponsors, licensees, or other stakeholders on the City's behalf without prior written City authorization.

6.3 Limited Clarification Requests

This RFQI seeks qualifications, interest, and a preliminary approach. Clarification requests should be limited to material ambiguities, errors, or submission requirements affecting a respondent's ability to participate or prepare the requested response.

Detailed questions about program operations, available opportunities, and the eventual assignment are better addressed during interviews, if held, or negotiations. Detailed compensation terms will be addressed during negotiations.

Submit clarification requests by email to the designated contact by the deadline in Section 6.1. Responses of general applicability will be posted on the RFQI webpage. Changes to the RFQI will be issued under Section 7.5.

6.4 Response Format and Length

Submit the response as a searchable PDF following the order of Section 4. Any confidential exhibit must be submitted as a separate searchable PDF consistent with Section 7.2.

The City anticipates that most complete responses will fit within 10–12 pages. Shorter responses are welcome if they adequately address the requested information.

Responses must not exceed 15 pages, excluding only one identification-only cover page. All other submitted material counts toward this limit, including biographies, résumés, graphics, work examples, appendices, and confidential exhibits. Number all pages counted toward the limit consecutively, with any confidential exhibit following the main response. Material beyond the page limit will not be evaluated.

Use standard letter-size pages, body text of at least 11 points, and margins of at least three-quarters of an inch. Tables and graphics must be readily legible. Use concise explanations and cross-references to avoid repetition.

The combined file size of all attachments must not exceed 10 MB.

Required information must appear in the submitted PDFs. External websites and linked materials will not substitute for a complete response.

6.5 Submission

Responses must be received electronically at rallyrfqi@sturgisgov.com by the response deadline in Section 6.1, as amended by any addendum.

Respondents are responsible for timely delivery and confirming receipt. An acknowledgment confirms receipt only, not completeness or acceptance for evaluation.

6.6 Late Responses, Revisions, and Withdrawal

Late initial responses will not be considered. Before the response deadline, a respondent may replace its submission. A replacement must be clearly identified and contain the complete response intended for evaluation.

After the deadline, additional materials may be submitted only at the City's request through the clarification, interview, or negotiation process. Unsolicited revisions or supplements will not be considered. A respondent may withdraw its response by written notice to the designated contact.

7. Public Records, Confidentiality, and Solicitation Conditions

7.1 Public Records and Resulting Agreement

During evaluation and negotiations, responses will be maintained as nonpublic to the extent disclosure would impair the pending contract award under SDCL § 1-27-1.3.

Following award, respondent identities, the successful response, and documentation supporting the award will be public, subject to applicable protections for commercial, proprietary, and other exempt information, including SDCL §§ 1-27-1.5(3) and 1-27-1.6. Respondents must identify information claimed to be protected through the confidential-exhibit procedure in Section 7.2.

Unsuccessful responses will remain subject to applicable public-records law and protections for exempt information.

Any resulting agreement, including its scope and compensation exhibits, will be public in its entirety.

7.2 Information Claimed to Be Protected

Confidential information should not ordinarily be necessary to demonstrate qualifications. Use nonconfidential descriptions whenever possible. If information claimed to be legally protected is included, the respondent must:

- Submit it in a separate, clearly marked confidential exhibit;
- Identify the particular information claimed to be protected, the applicable legal basis, and supporting facts; and
- Provide a meaningful nonconfidential description and reference to the exhibit in the main response.

This procedure applies regardless of whether the respondent is selected. Respondents are responsible for obtaining any permission necessary to submit third-party information.

Confidentiality markings and placement in the main response or a separate exhibit do not, by themselves, determine whether information is subject to disclosure.

Where legally permitted and reasonably practicable, the City will notify the respondent before releasing information claimed to be protected and provide an opportunity to seek lawful protection. Respondent consent is not required for legally required disclosure, and an objection will not extend applicable legal deadlines.

7.3 Handling Nonpublic Information

Subject to applicable law, the City will limit access to nonpublic submissions and protected information to personnel and authorized participants who need it for evaluation, negotiations, or related City responsibilities. Those participants will be subject to City confidentiality requirements.

Respondents receiving City information identified as protected must use it only for this solicitation and related negotiations and may not disclose it except as authorized by the City or required by law. The City may require a nondisclosure agreement before providing protected program information. Confidentiality requirements and nondisclosure agreements remain subject to applicable law.

7.4 Response Costs and Use of Submissions

Respondents are responsible for their costs of preparing submissions and participating in interviews and negotiations.

The City may retain and use submitted materials for evaluation, negotiations, and required recordkeeping. Submission does not transfer ownership of the respondent's intellectual property.

7.5 Changes and Reserved Rights

The City may amend, extend, or cancel this RFQI; reject any or all submissions; or discontinue negotiations, consistent with applicable law and the published process.

Material changes will be issued by written addendum on the RFQI webpage identified in Section 6.2. Respondents will be given a reasonable opportunity to address changes affecting their submissions.

The City may waive minor submission informalities when doing so would not give a respondent an unfair advantage.

7.6 Governing Law and Controlling Documents

South Dakota law governs this solicitation. This RFQI and its written addenda establish the solicitation requirements. Informal communications and oral statements do not amend them.