

**IT Professional Technical Services
Master Contract Program
T#:902TS**

**Statement of Work (SOW)
For Technology Services
Issued By**

**Minnesota Department of Public Safety
Office of Traffic Safety**

**Project Title:
Business Analysis for the
Crash Records System Project**

**Service Categories:
Analyst - Business**

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Project Title

Business Analysis for the Crash Records System Project

Project Overview

The Crash Records System Project is an initiative of the Department of Public Safety Office of Traffic Safety (OTS) to replace an aging legacy information system with an integrated crash records solution and related implementation, support and maintenance services.

An interdepartmental working group has developed a vision for a new Crash Records system:

“The new Minnesota crash records system provides a single source of crash data that is accurate, timely, complete and accessible to all appropriate users. The system will be scalable and flexible to change over time and provide analytical tools necessary to make sound decisions regarding resource allocation, project identification and program evaluation to move Minnesota toward zero deaths.”

To help ensure the success of these efforts, the OTS is committed to the ongoing process of fully documenting business processes and the business requirements of a new system. Toward that end, OTS is seeking a contract with a qualified vendor to carry out a business process analysis, document business requirements and act as liaison with the DPS technical team.

Definition of Acronyms

DPS – Minnesota Department of Public Safety

DVS – Driver and Vehicle Services Division

OTS – Office of Traffic Safety

MnDOT – Minnesota Department of Transportation

TRCC – Traffic Records Coordinating Committee

Business Need and Background of Crash Records

The Minnesota Department of Public Safety is responsible for the crash records system which includes reports filed by law enforcement as well as citizens. In a typical year there are 100,000 crash reports filed involving 150,000 vehicles and 200,000 citizens. Data from the crash records system are used for problem identification, planning and evaluation of countermeasures to enhance safety. Approximately \$60,000,000.00 in federal funding was designated to Minnesota highway safety projects in fiscal year 2011 based on crash data used for problem identification.

The crash records system used by DPS is a legacy system. The current system and business processes are based on 20-year-old business processes and technology, and no longer meet DPS standards for efficient, effective and responsive services to customers and state/local government programs which support public safety. The legacy system has serious, fundamental issues with system operability, stability, security, and customer service. DPS will replace these outmoded systems and processes by providing an up-to-date, user-responsive, re-engineered/optimized set of business processes and the systems that support them. Existing inefficient business processes must be re-engineered as part of DPS Workforce Planning.

The process will involve stakeholders from many different disciplines including: state agencies, particularly DPS, the MN Department of Transportation, and the MN Department of Health; law enforcement agencies; researchers at the local, state and national levels; engineers; policy

makers; Crash Data Users Group; Traffic Records Coordinating Committee; and the general public. OTS is in need of a qualified individual, in the resource skill of a Business Analyst, to carry out a business process analysis, document business requirements, and act as a liaison with the DPS technical team going forward.

Project Tasks and Deliverables

Task 1 – Develop Business Requirements Documentation

The core deliverable of this engagement must be documented internal business requirements as well as external user requirements that the Crash Records System project can use in meeting its stated goals. Accomplishing this task involves activities including the following:

- Review of existing project documentation
- Interviews with key stakeholders and Subject Matter Experts as identified by the Crash Records System project Working Committee
- Identify outdated processes and suggest improvements based on business needs
- Review of the State's, the Department's, and the Division's vision and goals for project management and architectural alignment
- Review the Office of Enterprise Technologies, Policies and Standards for Enterprise Architecture and Accessibility; documents for a replacement to the current legacy system must be addressed in a system solution.

Strategic Alignment: The degree to which the Crash Records project is consistent and compatible with the State's, Department's, and the division's mission, goals, and priorities, from business and IT perspectives.

Project Constraints: include the contractual, resource, and operational factors within the project. For example, staff, budget, schedule, vendor contracts.

Deliverables: Completed questionnaire(s)
Requirements documentation
Representations of Business Process Flows
Identify existing products that may meet the requirements (for instance, tools used by other States)
Information necessary to inform decision making of buy versus build, including recommendations

Task 2 – Presentation of Business Requirements

The business analyst will develop and deliver presentations of the business requirements to key groups including, but not limited to, the Steering Committee, Traffic Records Coordinating Committee, Crash Data Users Group, MnDOT and law enforcement agencies to ensure buy in and verify stakeholders' needs are documented.

Deliverables: Presentation media (PowerPoint slides, handouts, etc.)
Revised Requirements documentation (if necessary)

Task 3 – Act as Liaison to Technical Team

The business analyst will act as a business liaison to the State's IT Project team to represent stakeholders as the system requirements are developed by:

- Serve as a member of the Technical team as needed
- Review requirements to ensure that business requirements are represented as project goes forward
- Act as a resource to Technical team to clarify requirements, reviewing with subject matter experts as necessary.

Questions

Questions regarding this SOW should be emailed directly to Kathleen Haney at the e-mail address provided below. Reference “Business Analysis for the Crash Records System Statement of Work” in the subject line. Questions should be received by Kathleen Haney no later than 2:00 p.m. Central Daylight Time (CDT) on June 5, 2012. Questions received after this time may not receive responses. Questions and answers are anticipated to be posted on the Office of Enterprise Technology’s (OET) web site by 4:00 p.m. Central Daylight Time (CDT) on June 6, 2012 at http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html .

Name: Kathleen Haney
E-mail Address: kathleen.haney@state.mn.us

Other DPS personnel are **NOT** authorized to discuss this SOW with Responders, before the proposal submission deadline. Contact regarding this SOW with any personnel not listed above could result in disqualification.

Response Requirements

Please provide the following information in your response:

The following will be considered minimum required contents of the proposal. For each candidate, a separate Experience, Resume and Reference section must be submitted for each position for which the candidate is applying. Proposal sections must be “tabbed” and in the following order.

1. **Experience:** An overview which states the position applied for, the person’s name and details regarding the person’s qualifications and experience to perform the work. This section is not to exceed one page.
2. **Resume:** The candidate’s resume. This section is not to exceed three pages.
3. **References:** Provide three references for each candidate to include the following information in the reference; contact information of business in which was performed for projects of similar scope and size, including contact person’s name, phone, and email address. If the candidate is selected as a finalist, the State may choose to contact these references without prior notice to the vendor or candidate.
4. **Understanding of Project**
 - a. Describe your approach to conducting a business process analysis for the Crash Records System project.
 - b. Specify in detail the tasks and deliverables you envision for this engagement.
 - c. Describe the methodology used in generating deliverables (RUP, etc.)
5. **Project Work Plan**
 - a. Define tasks and timelines to develop and deliver each of the three tasks and the deliverables described above in Project Tasks and Deliverables.

6. Examples of Similar Work Performed

- a. Examples should include deliverables showing both sample work plans and analysis documentation produced by candidate

Minimum Qualifications:

1. Bachelor's degree from an accredited college or university in business, public administration or management information systems.
2. Four years progressively responsible professional experience in analyzing and interpreting business needs.
3. Two years experience applying recognized data processing concepts to business process planning and analyses.

Preferred Qualifications:

1. Experience working with topics related to Crash Records.
2. Experience with System or Software Development Lifecycle.

Submitting Responses – Business Proposal and Cost Proposal

Responders must submit their proposals in two separate documents, a Business Proposal and a Cost Proposal. Instructions for submitting each are specified below.

Business Proposal:

The Business Proposal must be submitted in a separate envelope. Responders must clearly mark the outside of the envelope "Business Proposal" along with the firm's name.

An electronic version of the respondent's proposal without the cost proposal (overview, resume and references for each person) must also be included (CD or USB drive).

Submit one (1) printed original and three (3) printed copies of the Business Proposal to:

Kathleen Haney
MN Department of Public Safety/Office of Traffic Safety
444 Cedar Street, Suite 150
St. Paul, MN 55101-5150

The original copy of the Business Proposal should be so marked and must be signed, in ink, by an individual authorized to legally enter into a contract on behalf of the vendor.

Cost Proposal:

A cost proposal is required that states the hourly rate for all individuals submitted within the proposal response. **The cost proposal is to be sealed in a separate envelope labeled "Cost Proposal" and included with the proposal.**

The original copy of the cost proposal should be so marked and must be signed, in ink, by an individual authorized to legally enter into a contract on behalf of the vendor.

For purposes of completing the Cost Proposal, the State does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Prices and terms of the proposal as stated must be valid for the length of any resulting contract as specified in this request for proposal

Deadline for submitting proposals. All proposals are due no later than **2:00 p.m. Central Daylight Time, in St. Paul, Minnesota, on June 8, 2012**, as indicated by a time stamp at the location above.

Late responses will not be considered. Therefore it is suggested that a proposal be sent in a manner that ensures it arrives on time, for example: overnight delivery, local courier, or in person, the burden of proof of responding on time is the vendors. Responses received after the closing deadline of 2:00 p.m. Central Daylight Time on June 8, 2012, will not be accepted and will be returned unopened to the vendor.

Fax, email, and standard delivery U. S. Mail proposals will not be considered. Proposals sent by standard U. S. Mail may not be received in the Contracts Unit by the due date. This is due to the large volume of mail received by DPS.

Costs incurred. All costs incurred, including development, in responding to this SOW will be borne by the Responder.

Compliance with terms. Responders must comply with all terms of the SOW, and all applicable local, state, and federal laws, codes and regulations. DPS will consider any and all proposals and may waive minor irregularities in proposals received.

Rights of the State

- Responders may not restrict the rights of the State or qualify its proposal. If a Responder does so, DPS may determine the proposal to be non-responsive and the proposal may not be considered.
- This SOW does not obligate the state to award a contract or complete the project, and the State reserves the right to cancel the request if it considers it to be in the State's best interest.

Evaluation Process

DPS will read through all responses to verify requirements have been met as described in Response Requirements.

Proposed candidates must meet the minimum qualifications; positive consideration will be given to those that have both the minimum and the additional preferred qualifications.

The points below will be used to evaluate all proposals which meet minimum resume requirements and minimum qualifications received by the due date/time. The State reserves the right to conduct interviews of either all candidates or a shortlist of candidates selected based on the points received for the written proposal. In the event interviews are conducted, the State reserves the right to adjust the scores given to the written submissions based on additional information derived during the interview process.

Scoring:

- Qualifications and experience of the individual submitted for this proposal based on Experience overview , examples of similar work performed and Resume submitted: a maximum of 25 points may be awarded.

- References. This will be equally weighted based on relevance and the work recommendation from the reference for the candidates who are chosen as finalists: a maximum of 5 points will be awarded.
- Understanding of the project: a maximum of 10 points may be awarded
- Project Work Plan: a maximum of 15 points may be awarded
- Interviews: a maximum of 15 points may be awarded.
- Cost proposal detail: a maximum of 30 points may be awarded.
- Preference to Targeted Group, Economically Disadvantaged Business and Individuals, and Veterans Preference: 6 additional points will be awarded.

Best and Final Offer: Prior to final selection, the State reserves the right to request a Best and Final cost proposal from one or more vendors who participate in the interview phase of the Evaluation selection process. It is anticipated that initial scoring and selection of candidates to interview will be completed by June 15, 2012 with a start date of July 2, 2012. The State reserves the right to extend the contract for one additional one-year period, and an additional 9 months; not to exceed the Master Contract expiration date of June 30, 2014.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the

materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility

The State of MN IT Accessibility standards incorporate both Section 508 and WCAG 2.0 'AA' as outlined in the State of MN Enterprise Architecture. DPS's future solution will be accessible. Therefore, accessibility must be included in all analysis and recommendations delivered through this statement of work.

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference** Form in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

Attachment A: Affidavit of Noncollusion

STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Attachment B: Veteran-Owned Preference Form

STATE OF MINNESOTA

VETERAN-OWNED PREFERENCE FORM

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

If responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. If responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

Eligible veteran-owned small businesses must be CVE Verified (in accordance with Public Law 109-471 and Code of Federal Regulations, Title 38, Part 74) at the solicitation opening date and time to receive the preference.

Information regarding CVE Verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** this form. Only eligible, CVE Verified, veteran-owned small businesses that provide this completed and signed form will be given the preference.

I hereby certify that the company listed below:

1. Is an eligible veteran-owned small business, as defined in Minnesota Statute §16C.16, subd. 6a; and
2. Has its principal place of business in the State of Minnesota; and
3. Is CVE Verified by the United States Department of Veterans Affairs' Center for Veterans Enterprise.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

**Attachment C: Example of IT Professional Technical Services
Master Contract Work Order**

**STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work Order**

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, Contract Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. **Compensation.** The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Liability

In the performance of this contract by Contractor, or Contractor’s agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Contractor’s:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State’s failure to fulfill its obligation under this contract.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as Stat. required by Minn. Stat. §§16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract ID _____ PO #: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____