

1/15/90

***Legislative
Contracts***

I.

STATE OF ALASKA
THE LEGISLATURE

P O BOX Y, STATE CAPITOL
JUNEAU, ALASKA 99811
907 465 - 3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

TO: Representative Ben Grussendorf
Chair, House Rules

FROM: Pamela ^{van} Stoops, Director
Administrative Services

DATE: January 8, 1990

SUBJECT: D.O. 186334

*Post approval.
Paraphrase by subject*

Attached please find a copy of D.O. 186334 to Yukon Office Supply.
This D.O. is for routine supplies that are needed to start session.
Please have this D.O. approved by House Rules.

If you have any questions, please give me a call.

Attachment

DELIVERY ORDER

FROM

STATE OF ALASKA

DELIVERY ORDER NUMBER

D.O. 186334

SHIP TO CONTRACTOR

Legislative Affairs Agency
226 Seward Street
Juneau, AK 99801

DATE DELIVERY REQUIRED AT DESTINATION

DATE OF ORDER

10-26-89

F.O.B. POINT

AGENCY REQUISITION NO./STOCK REQUEST NO.

ORDER ISSUED IN CA#
ACCORDANCE WITH QUOTE#

Exp. Date
Dated

COMPANY CONTACT NAME

TELEPHONE NUMBER

GSS Vendor Code

Order is Based On Air Parcel Post Surface Parcel Post Other - See Text
Shipment Via Air Freight Surface Freight Vendor's Choice

Yukon Office Supply
800 Glacier Ave.
Juneau, AK 99801

SHIPPING INSTRUCTIONS

UJR - 69530

EN-3105208

FME 110-10: ADD ENCUMBERED EXPENSE

B 0384370 S 0001

ENCUMBRANCE NUMBER 3105208 ADDITIONAL AUTH RD _____
DOCUMENT NUMBER 03843700001 DATE DUE _____
SOURCE RD CODE 31035 DATE ESTABLISHED 89 11 1
TOTAL AMOUNT 16426.83 SPREAD AMT(Y/N)? N
DESCRIPTION SHORT YUKON OFFICE SUPPLY
DESCRIPTION LONG MISC. OFFICE SUPPLIES PER CONTRACT
AWARD _____

FISCAL PERIOD CODE C LIQ RULE LN DENOMINATOR _____ RETENTION(Y/N)? N

REF	TYPE	NUMBER	AMOUNT	DATE	COMMENTS
1	DO	186334	16426.83	89 11 1	YUKON OFFICE SUPPLY
2	UJR	69530			
3					
4					

FIN	AMOUNT	SY	CC	PGM	LC	ACCT	FY	NMR
1	16426.83	90	31924301			74229	90	
2								
3								
4								

1=DUIT 2=QUENIT 4=BATCH ERRS 5=BASE 6=FIN 7=REFS

SEND INVOICE IN DUPLICATE TO						PAGE 1 OF PAGES	TOTAL OF ALL PAGES \$	16,426.83			
REF	TYPE	NUMBER	AMOUNT	DATE	COMMENTS						
1	PVN										
2	DO	186334	16,426.83	10-26-89	31924301						
3											
4											
FIN	AMOUNT	SY	CC	PGM	LC	ACCT	FY	NMR	OPEN ITEM	LINE	PL
1											
2											
3											
4											
PURCHASING AUTHORITY NAME			TITLE		PURCHASING AUTHORITY'S SIGNATURE			TELEPHONE NUMBER			
Pamela Steops			Director		<i>[Signature]</i>			(907) 465-3800			
Pd 15,187.16 12/14/89											

LEGISLATIVE AFFAIRS AGENCY

LAA - A
Rev. 7/84

REQUISITION

Office Supplies & Equipment

D.O. No. 186334

Acct. No. 31923201 ⁴³⁰¹

Vendor: yukon office supply
800 glacier ave.
Juneau, AK 99801

Date 10-26-89

Requested by: steve davis

Req. No. _____

D.O. Item No.	C/A Item No.	How Many	Unit of Issue	Description of Item(s)	Unit Cost	Total Cost
				see attached list per contract award		
				total		16426.83

10/27/89 per House Rules (Gamm) will approve at next Rules meeting.

Approved - Division Authorization _____ Date _____
 Approved - Administrative Services Manager _____
 Signature - Supply Officer Steven Davis

NOTE: Send white and yellow copy to Supply Officer; retain pink copy for your files

DRAFT

CONTRACT BETWEEN

HOUSE RULES COMMITTEE

AND

DAVID E. FRIEDRICHS
P.O. Box 32045
Juneau, AK 99803

CONTRACT AMOUNT: \$15,240
(Excluding Extensions)

The parties to this agreement are the House Rules Committee, hereinafter referred to as the "Agency," and David Friedrichs, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS CONTRACT is to provide the Legislative Affairs Agency with armed security services.

IT IS MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

The Contractor shall provide armed security services for the Legislature as directed by the Project Director.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall be performed from January 4, 1990 through May 10, 1990.
- (B) The contract may be extended on a day-to-day basis for any extension of the Second (regular) Session of the Sixteenth Legislature or any special session called before the convening of the First (regular) Session of the Seventeenth Legislature.
- (C) This contract may be terminated by the Agency upon delivery of written notice to the Contractor.

CLAUSE III - PROJECT DIRECTOR

The Project Director shall be Malcolm McGregor, Building Manager.

DRAFT

CLAUSE IV - COMPENSATION AND METHOD OF PAYMENT

- (A) For the work specified in this contract the Contractor shall be compensated at the rate of One Hundred Twenty and No/100 Dollars (\$120.00) per day.
- (B) Payments under this contract shall be made by the Agency within 90 days after receipt of a proper billing. If a payment is not made within this period, the Agency shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Contractor.
- (C) Billings must be approved by the Project Director.
- (D) Total payments under this contract may not exceed Fifteen Thousand Two Hundred-forty and No/100 Dollars (\$15,240.00), unless the contract is extended under Clause II (B).

CLAUSE V - EXPENSES

The uniform for the Contractor will be supplied by the Agency at no cost to the Contractor. The firearm to be carried by the Contractor will be supplied by the Contractor at no cost to the Agency.

CLAUSE VI - RECORDS, DOCUMENTS, AUDITS

The Contractor shall accurately maintain records that are required by the Project Director. The records are subject to inspection by the Agency or the Project Director at all reasonable times. All documents, reports and writings generated as a consequence of work done under this contract shall become the property of the Agency and, upon completion of the work or at the termination of this contract, shall be delivered to the Project Director.

CLAUSE VII - INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend the Agency, and the Agency's officer's, agents and employees from liability for any claim, including costs arising from the claim, arising from Contractor's negligence in the performance of Contractor's obligations under this contract.

CLAUSE VIII - CERTIFICATION/AUTHORIZATION

Execution of this contract was authorized by a majority of the members of the House Rules Committee on _____, 1990. The sole source justification for this contract was authorized by a majority of the House Rules Committee on _____, 1990. Execution of this contract by the chair of the committee constitutes the signed authorization required by Procurement Procedures sec. 150 (b) and sec. 040; the committee members who authorized the contract delegated their sec. 150 and sec. 040 signature responsibilities to the chair on _____, 1990.

Execution of this contract by the Executive Director or his designee hereby constitutes a certification that funds have been appropriated and encumbered for the amount of this contract.

CLAUSE IX - MODIFICATION AND PREVIOUS AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties to this agreement. This contract may not be modified unless in writing and signed by the parties to this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

CONTRACTOR

DRAFT

DAVID FRIEDRICHS DATE
Soc. Sec. No.: 535-34-4892
Bus. Lic. No.:

ACCEPTED:

DRAFT

MALCOLM MCGREGOR DATE
Building Manager, Legislative
Affairs Agency
Project Director

DRAFT

HOUSE RULES COMMITTEE

DRAFT

REP. BEN GRUSSENDORF DATE
Chair, House Rules Committee
Procurement Officer

CERTIFYING AUTHORITY

DRAFT

WARREN W. ENDICOTT DATE
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM

Theresa S. Bunnister
Legal Counsel

DATE 1-2-90

DRAFT

SOLE SOURCE JUSTIFICATION

The House Rules Committee has decided to contract with Terry Hanson and David Friedrichs to provide armed security services for the Second Session of the Sixteenth Legislative Session (with the option to extend during session extensions and special sessions) on the basis of Section 040 of the Legislative Procurement Procedures.

The bases for this decision are:

- 1) Terry Hanson and David Friedrichs have the qualifications necessary to carry a concealed firearm and receive a special police commission.
- 2) The Department of Public Safety indicates that they are the only two persons who currently hold special police commissions in Juneau. A contractor must have a special police commission in order to provide armed security services. The minimum qualifications necessary to qualify for a special police commission include a minimum of 320 hours of police schooling and an additional 40 hours of firearms training.
- 3) Armed security services provided by Terry Hanson and David Friedrichs would be acceptable to the Department of Public Safety.
- 4) Terry Hanson and David Friedrichs provided armed security services to the Second Session of the Fifteenth Alaska Legislature and the First Session of the Sixteenth Alaska Legislature and are therefore familiar with the requirements of the services to be performed.

DRAFT

CONTRACT BETWEEN
HOUSE RULES COMMITTEE
AND

TERRY HANSON
P.O. Box 32304
Juneau, AK 99803

CONTRACT AMOUNT: \$15,240
(Excluding Extensions)

The parties to this agreement are the House Rules Committee, hereinafter referred to as the "Agency," and Terry Hanson, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS CONTRACT is to provide the Legislative Affairs Agency with armed security services.

IT IS MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

The Contractor shall provide armed security services for the Legislature as directed by the Project Director.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall be performed from January 4, 1990 through May 10, 1990.
- (B) The contract may be extended on a day-to-day basis for any extension of the Second (regular) Session of the Sixteenth Legislature or any special session called before the convening of the First (regular) Session of the Seventeenth Legislature.
- (C) This contract may be terminated by the Agency upon delivery of written notice to the contractor.

DRAFT

CLAUSE III - PROJECT DIRECTOR

The Project Director shall be Malcolm McGregor, Building Manager.

CLAUSE IV - COMPENSATION AND METHOD OF PAYMENT

- (A) For the work specified in this contract the Contractor shall be compensated at the rate of One Hundred Twenty and No/100 Dollars (\$120.00) per day.
- (B) Payments under this contract shall be made by the Agency within 90 days after receipt of a proper billing. If a payment is not made within this period, the Agency shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month and including, from the 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Contractor.
- (C) Billings must be approved by the Project Director.
- (D) Total payments under this contract may not exceed Fifteen Thousand Two Hundred-forty and No/100 Dollars (\$15,240.00), unless the contract is extended under Clause II (B).

CLAUSE V - EXPENSES

The uniform for the Contractor will be supplied by the Agency at no cost to the Contractor. The firearm to be carried by the Contractor will be supplied by the Contractor at no cost to the Agency.

CLAUSE VI - RECORDS, DOCUMENTS, AUDITS

The Contractor shall accurately maintain records that are required by the Project Director. The records are subject to inspection by the Agency or the Project Director at all reasonable times. All documents, reports and writings generated as a consequence of work done under this contract shall become the property of the Agency and, upon completion of the work or at the termination of this contract, shall be delivered to the Project Director.

CLAUSE VII - INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend the Agency, and the Agency's officer's, agents and employees from liability for any claim, including costs arising from the claim, arising from Contractor's negligence in the performance of Contractor's obligations under this contract.

CLAUSE VIII - CERTIFICATION/AUTHORIZATION

Execution of this contract was authorized by a majority of the members of the House Rules Committee on _____, 1990. The sole source justification for this contract was authorized by a majority of the House Rules Committee on _____, 1990. Execution of this contract by the chair of the committee constitutes the signed authorization required by Procurement Procedures sec. 150 (b) and sec. 040; the committee members who authorized the contract delegated their sec. 150 and sec. 040 signature responsibilities to the chair on _____, 1990.

Execution of this contract by the Executive Director or his designee hereby constitutes a certification that funds have been appropriated and encumbered for the amount of this contract.

CLAUSE IX - MODIFICATION AND PREVIOUS AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties to this agreement. This contract may not be modified unless in writing and signed by the parties to this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

CONTRACTOR **DRAFT**

TERRY HANSON DATE
Soc. Sec. No.: 387-30-2585
Bus. Lic. No.:

ACCEPTED: **DRAFT**

MALCOLM MCGREGOR DATE
Building Manager, Legislative
Affairs Agency
Project Director

HOUSE RULES COMMITTEE **DRAFT**

REP. BEN GRUSSENDORF DATE
Chair, House Rules Committee
Procurement Officer

CERTIFYING AUTHORITY **DRAFT**

WARREN W. ENDICOTT DATE
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM

DRAFT

Theresa S. Bannister
Legal Counsel DATE 1-2-90

DRAFT

SOLE SOURCE JUSTIFICATION

The House Rules Committee has decided to contract with Terry Hanson and David Friedrichs to provide armed security services for the Second Session of the Sixteenth Legislative Session (with the option to extend during session extensions and special sessions) on the basis of Section 040 of the Legislative Procurement Procedures.

The bases for this decision are:

- 1) Terry Hanson and David Friedrichs have the qualifications necessary to carry a concealed firearm and receive a special police commission.
- 2) The Department of Public Safety indicates that they are the only two persons who currently hold special police commissions in Juneau. A contractor must have a special police commission in order to provide armed security services. The minimum qualifications necessary to qualify for a special police commission include a minimum of 320 hours of police schooling and an additional 40 hours of firearms training.
- 3) Armed security services provided by Terry Hanson and David Friedrichs would be acceptable to the Department of Public Safety.
- 4) Terry Hanson and David Friedrichs provided armed security services to the Second Session of the Fifteenth Alaska Legislature and the First Session of the Sixteenth Alaska Legislature and are therefore familiar with the requirements of the services to be performed.

IV.

PROFESSIONAL SERVICES CONTRACT BETWEEN

DOUGLAS K. RICKEY
1823 Mark Alan
Juneau, Alaska 99801

DRAFT

AND

HOUSE RULES COMMITTEE

CONTRACT AMOUNT: \$36,000

The parties to this contract, made and entered into this ___ day of _____, 1990, are the House Rules Committee, (hereinafter referred to as the "Agency,"), and Douglas K. Rickey, (hereinafter referred to as the "Consultant").

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE the House Rules Committee with professional services.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

Consultant shall, at the discretion and order of the House Rules Committee Chair, be responsible for the following:

1. Analysis, presented to the House Rules Chair orally or in writing, of the issues associated with any legislation under consideration by any committee of the Alaska Legislature;
2. Advice, oral or written, to the House Rules Chair concerning matters within the purview of the House Rules Committee, including but not limited to the following: the House Calendar, Uniform Rules of the State Legislature, and the internal administration of the Alaska House of Representatives;
3. The preparation and presentation of testimony on behalf of the House Rules Chair before any committee of the Alaska Legislature; and
4. Making himself available to the House Rules Chair, in person or by telephone, at any time during the term of this contract, for any of the purposes stated in 1 - 3 above, upon one hour notice to the consultant by the House Rules Chair. Consultant shall devote at least four hours per working day to the purposes stated in 1 - 3 above.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall begin January 8, 1990 and will terminate on December 31, 1990.
- (B) This contract may be terminated by the Agency upon delivery of written notice to the Consultant. If this contract is so terminated and the termination is not based on a breach by the Consultant, the

DRAFT

Consultant shall be compensated for services provided under the terms of this contract to the date of termination if the Consultant provides the Agency with a written report containing a description of the services performed, a statement of the results or conclusions formed based upon the research or analysis performed, and a copy of all documents and reports generated as a consequence of work done under this contract.

CLAUSE III - COMPENSATION AND METHOD OF PAYMENT

- (A) For the work required by this contract, the Consultant shall be compensated Three Thousand and No/100 Dollars (\$3,000.00) a month for Consultant's services.
- (B) Payments to the Consultant shall be based on proper billings provided by the Consultant.
- (C) The Procurement Officer must approve a billing before it may be paid.
- (D) If a payment under (A) is not made within 90 days after the Agency has received a proper billing, the Agency shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Consultant.
- (E) Total payments under this contract may not exceed Thirty-six Thousand and No/100 Dollars (\$36,000.00).

CLAUSE IV - EXPENSES AND DUPLICATION

- (A) Except as may be otherwise provided by Clause III, the office space, equipment, supplies, clerical support and other expenses that are necessary for the Consultant to carry out the Consultant's obligations under this contract shall be supplied and paid by the Agency at no cost to the Consultant.
- (B) Duplicates of any report required by this contract may be produced by the Agency; the office space, equipment, supplies, clerical support and other expenses required for the duplication shall be supplied by the Agency.

CLAUSE V - RECORDS. DOCUMENTS. AUDIT

The Consultant shall accurately maintain those records, including detailed time records, that are required by the Procurement Officer. The records are subject to inspection by the Agency or the Procurement Officer at all reasonable times. All documents and reports generated as a consequence of work done under this contract shall become the property of the State of Alaska, and the State shall own all rights included in any copyright rights for the documents and reports. Upon completion of the work or the termination of this contract, the documents and reports shall be delivered to the Procurement Officer.

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CLAUSE VI - INDEMNIFICATION

The Consultant shall indemnify, save harmless, and defend the Agency, and the Agency's officer's, agents and employees from liability for any claim, including costs arising from the claim, arising from Consultant's negligence in the performance of Consultant's obligations under this contract.

CLAUSE VII - VENUE

In the event that the parties to this contract find it necessary to litigate the terms of the contract, venue shall be the State of Alaska, First Judicial District, at Juneau, and the contract shall be interpreted according to the laws of Alaska.

CLAUSE VIII - ASSIGNMENT

This contract may not be assigned to another party unless in accordance with Sec. 160 of the Procurement Procedures of the Alaska State Legislature.

CLAUSE IX - WORKERS' COMPENSATION

During the life of this contract, the Consultant shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. The Consultant shall require any subcontractor to provide and maintain workers' compensation insurance for the subcontractor's employees. Consultant shall provide the Agency, upon request, with written proof of the coverage required by this clause.

CLAUSE X - CERTIFICATION/AUTHORIZATION

Execution of this contract was authorized by a majority of the members of the House Rules Committee on _____. The sole source justification for this contract (EXHIBIT A) was authorized by a majority of the members of the House Rules Committee on _____. Execution of this contract by the chair of the House Rules Committee constitutes the signed authorization required by Procurement Procedures sec. 150(b) and sec. 040; the committee members who authorized the contract delegated their sec. 150 and sec. 040 signature responsibilities to the chair of the Committee on _____.

Execution of this contract by the Legislative Affairs Agency Executive Director or his designee hereby constitutes a certification that funds have been appropriated and encumbered for the amount of this contract.

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Justification For Exemption

Pursuant to Section 1, subsection 040 (b) of the Procurement Procedures, as amended August 3, 1989, the following justification is submitted for the purpose of exempting the professional services contract between the House Rules Committee and Douglas K. Rickey from the procurement procedures requiring solicitation of competitive bids for professional services contracts in excess of \$25,000.

1. Mr. Rickey served on the staff of the Speaker of the House from January 1987 to January 1989. From January 1989 to the present he has served as a member of the House Rules Committee staff. His prior legislative experience includes work for the Legislative Finance Division during the 1978 and 1981 legislative sessions, and as a professional assistant to former Representative Oral Freeman during the 1982 session. Mr. Rickey is a graduate of Western Washington University and the Willamette University Law School. He was engaged in the private practice of law from 1985 to 1987, and is a member in good standing of the American and Alaska Bar Associations and the American Trial Lawyers Association. He was born and raised in Alaska.

2. Since he joined my staff in January 1987, I have come to rely on Mr. Rickey's advice and counsel concerning a wide range of issues. The knowledge he has acquired from a variety of jobs with the Alaska Legislature over the past eleven years, as well as his legal training and experience, has served me well. I find his judgment of legal and legislative matters to be sound, and he has demonstrated to me a genuine appreciation for the ethical and political concerns that the Legislature reflects as an institution of government.

3. As a point of information, Mr. Rickey has been employed year round by the Alaska Legislature since January 1987, at Range 21. As of January 1990, he is entitled to receive a yearly salary of \$50,952.00, plus benefits amounting to \$15,564.00, for a total of \$66,516.00. Under the proposed contract, Mr. Rickey will continue to provide much the same service he has been providing but for a total of \$36,000.00, for calendar year 1990, a savings of \$30,516.00. Because of his status as an independent contractor, Mr. Rickey will be able to perform legal work for others, as long as that work is not in conflict with his work for the House Rules Committee.

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4. Given Mr. Rickey's knowledge and experience, and the close working relationship we have had for the past three years, I clearly find that Mr. Rickey can more satisfactorily than others provide the services I need to properly perform my duties as Chairman of the House Rules Committee.

SUBMITTED this _____ day of January, 1990,

By:

Rep. Ben Grussendorf
Chairman
House Rules Committee