

CARSON CONTRACT



Official Business

Alaska State Legislature

Senate

State Capitol
Juneau, AK. 99801-1182

Rules Committee

MEETING AGENDA

I. CALL TO ORDER: Senate Rules Committee on Tuesday, January 28th, 1997 in Room 203 of the Capitol Building at

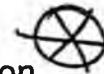
II. ROLL CALL:

Kelly.....Leman.....Taylor.....

Torgerson.....Duncan.....

III. AGENDA ITEMS:

1) SECURITY CONTRACT - L. Norman Carson



MOTION: Move that the Senate Rules Committee approve a sole-source contract to Larry Norman Carson in the amount of \$18,200 to provide armed lead security services from January 6th, 1997 until one day following the adjournment of the regular session. The Senate Rules Committee delegates their signatory responsibilities required by Procurement Procedures sec.150 (b) and sec. 040 to the Chair for this contract.

2) SJR 7 - Supporting Alaska National Guard Youth Corps Challenge Program funding.



LAST YEAR'S CONTRACT WAS FOR \$17,300. THE \$900 INCREMENT RESULTS FROM HIS BEING BROUGHT IN A WEEK EARLY TO BE ON HAND DURING ORIENTATION WEEK.

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Copies of minutes listed below were originally included in this file. The minutes are available on the legislative computer database. In order to save space copies of minutes have not been left in the files.

Mary Pagenkopf

Senate Rules Committee

1/28/97

11:15 a.m.

CONTRACT BETWEEN

STATE OF ALASKA
SENATE RULES COMMITTEE

AND

LARRY NORMAN CARSON, DBA
CARSON AND ASSOCIATES
P.O. BOX 211372
AUKE BAY, ALASKA 99821

CONTRACT AMOUNT: \$18,200
(excluding optional extension and reimbursement for expenses)

The parties to this contract, made and entered into on the date the Legislative Affairs Agency Executive Director or her designee signs the contract, are the Senate Rules Committee (hereinafter referred to as the "Agency"), whose address is 130 Seward Street, Suite 313, Juneau, Alaska 99801-2197, and Larry Norman Carson, dba Carson and Associates, whose address is P.O. Box 211372, Auke Bay, Alaska 99821, (hereinafter referred to as the "Contractor").

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE the Legislature with armed security services and lead security officer services for both armed and unarmed security.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF WORK

- (A) The Contractor shall provide for the Legislature as directed by the Project Director:
- (1) Armed security services,
 - (2) lead security officer services for both armed and unarmed security.

CLAUSE II - PERIOD AND DATES OF PERFORMANCE AND TERMINATION

- (A) The work under this contract shall be performed from January 6, 1997 until one day following the adjournment of the regular session.

- (B) The contract may be extended by the project director on a day-to-day basis for any extension of the First (regular) Session of the Twentieth Legislature or any special session called before the convening of the Second (regular) Session of the Twentieth Legislature.
- (C) This contract may be terminated by either party upon written notice to the other.

CLAUSE III - COMPENSATION AND METHOD OF PAYMENT

- (A) For the work specified in this contract the Contractor shall be compensated at the rate of One Hundred Forty One Dollars (\$141.00) per day.
- (B) Uniform expenses, not to exceed Five Hundred Dollars (\$500), will be reimbursed by the Agency to the Contractor. Other expenses will not be reimbursed by the Agency, unless approved in advance by the Project Director.
- (C) Payment shall be based on proper billing provided by the Contractor.
- (D) The Project Director must approve a billing before it may be paid.
- (E) If a payment 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 Contractor.
- (F) Total payments under this contract, excluding reimbursement for expenses, may not exceed Eighteen Thousand Two Hundred No/100 Dollars (\$18,200), unless the contract is extended under Clause II(B).

CLAUSE IV - PROJECT DIRECTOR

The Project Director is Pamela A. Varni, Executive Director of Legislative Affairs Agency.

CLAUSE V - EQUIPMENT

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

CLAUSE VI - RECORDS, DOCUMENTS, AUDIT

The Contractor shall accurately maintain those records, including detailed time 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, material, and other items generated as a consequence of work done under this contract shall become the property of the Agency. Upon completion of the work or the termination of this contract, the items shall be delivered to the Project

Director.

CLAUSE VII - INDEMNIFICATION

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

CLAUSE VIII - 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 IX - ASSIGNMENT

Assignment of this contract is subject to sec. 160 of the Legislature's Procurement Procedures.

CLAUSE X - INSURANCE

The Contractor shall purchase at its own expense and maintain in force at all times during the contract workers' compensation insurance as required by AS 23.30.045(d) and comprehensive (commercial) general liability insurance with coverage limits not less than \$300,000 combined single limit per occurrence. If the successful offeror's policies contain higher limits, the Agency shall be entitled to coverage to the extent of the higher limits. Upon request the successful offeror shall provide the Agency with certificates of insurance. The policies must provide for the Agency to receive a 30-day prior notice of any cancellation, nonrenewal, or material change of the policies.

CLAUSE XI - AUTHORIZATION: CERTIFICATION

Execution of this contract was authorized by a majority of the members of the Senate Rules Committee on _____ 1997. The sole source justification for this contract was authorized by a majority of the members of the Senate Rules Committee on _____ 1997. The sole source justification is attached to and made a part of this contract.

Execution of this contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for work performed through June 1997. Availability of funds to pay for work performed from July 1, 1997 through June 30, 1998 is contingent upon appropriations of funds for the next fiscal year. If sufficient funds are not appropriated for the next fiscal year, in the judgement of the Executive Director of the Legislative Affairs Agency, the contract will be amended or canceled.

CLAUSE XII - MODIFICATION AND PREVIOUS AGREEMENTS

This document contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties to this contract.

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

AGENCY

Larry Norman Carson, dba
Carson and Associates

SENATE RULES COMMITTEE

Larry Norman Carson Date
S.S.N. 534-48-5139
Bus. Lic. No. 157335

Sen. Tim Kelly, Chair Date
Senate Rules Committee
Procurement Officer

APPROVED AS TO FORM

CERTIFYING AUTHORITY

Legal Counsel Date

Pamela A. Varni Date
Executive Director
Project Director
Legislative Affairs Agency

SOLE SOURCE JUSTIFICATION

The Senate Rules Committee is contracting with Larry Norman Carson to provide armed security services for the First Session of the Twentieth Legislature (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 justification are:

- 1) Larry Norman Carson has the qualifications necessary to carry a concealed firearm and receive a special police commission. 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.
- 2) Armed security services provided by Larry Norman Carson would be acceptable to the Department of Public Safety.
- 3) Larry Norman Carson can clearly provide the required services more satisfactorily because of his 21 years experience with the state troopers, handling law enforcement procedures, building security and providing security for the Governor, and providing security services to the Legislature during the 18th Legislature and the 19th Legislature.

MOTION: I move that the Senate Rules Committee approve a sole source contract to Larry Norman Carson in the amount of \$18,200 to provide armed lead security services from January 6, 1997 until one day following the adjournment of the regular session. The Senate Rules Committee delegates their signatory responsibilities required by Procurement Procedures sec. 150(b) and sec. 040 to the Chair for this contract.