

ALASKA LEGISLATURE COMMITTEE FILES 1987-1988 8672

5041 HRIS COMMITTEE SCHEDULING - HB 43

613

HERE ARE A FEW TRACKING AND NOTICE TECHNIQUES WHICH YOU MAY FIND HELPFUL. IF YOU HAVE ANY QUESTIONS, PLEASE DON'T HESITATE TO CALL - 3764/3765 (Jeannie)

#### BACK-UP FOLDER

°I would like to emphasize the idea of providing a back-up folder to the next committee of referral. When a bill is referred to the next committee of referral (Rules included) it is incredibly helpful to obtain the back-up from the previous committee of referral. A copy of the witness register is also helpful.

#### JOURNAL

°Check the journal each day and keep a list of bills which will eventually be coming to your committee. You can check this list of bills with the weekly committee meeting schedule. This is a good way to keep track of bills which won't come to your committee as the next committee of referral.

#### BASIS

°Another good tracking technique is to keep updated committee reports off the computer (BASIS) to see which bills will be referred to your committee as the next committee of referral. You can then check these bills with the weekly committee meeting schedule. This is especially helpful when your committee is the next committ      -referral.

°A bill that must be moved quickly and hasn't come to your committee but you are expecting can be shown on your Wednesday schedule and listed as usual with the added comment \*bill will be heard pending referral. The bill does not have to be in your possession. NOTIFY THE NEXT COMMITTEE OF REFERRAL WHEN YOU ARE GOING TO BE SENDING A BILL TO THEM THAT NEEDS TO BE HEARD SOON SO THEY CAN SCHEDULE AND PREPARE FOR A HEARING OF THAT BILL.

°When a bill is cancelled, it can be heard within that week. If a bill is carried into the next week the bill must appear on the weekly schedule unless meeting was cancelled to a "time certain". If the chairman cancelled the bill in the meeting he/she could bring it up the next week if bill somehow did not make it into the weekly schedule for the next week. However, the weekly schedule should indicate the bill when possible. An announcement on the floor of the meeting to a "time certain" after the meeting was cancelled would not be acceptable. A "time certain" must be announced at the meeting, when scheduled for the next week. \*\*\*It is a good policy to have the chairman note when the bill is carried over into another meeting within the week and notice should be given to the chief clerk's office.

°Another good policy for committees is to list bills which may carry into other scheduled meetings for the week on your schedule with the phrase "Further consideration of HB \_\_, HB \_\_ and HB \_\_. It is just one more technique for giving good notice on bills. If there is a chance the bill will carry into the following week, go ahead and put it on your Wednesday weekly schedule. IF IT DOESN'T SHOW UP ON THE WEEKLY SCHEDULE AND YOU WANT TO HEAR IT THE NEXT WEEK, THE CHAIRMAN MUST GIVE NOTICE IN THE MEETING THAT THE BILL WILL CARRY OVER TO A "Time Certain" the next week.



Official Business

# Alaska State Legislature

## House of Representatives

### Committee on Rules

Pouch V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

#### MEMORANDUM

January 6, 1986

To: All Committee Staff

From: Mike W. Miller, Chairman  
Rules Committee

Subject: Bills referred to committees

When a bill is received in committee, it is extremely important to make a copy of all the material. When the bill is returned to the Clerk, the original should be returned with all the material which it contained upon receipt, in the same order which it was received.

If possible, the original committee copy should be kept in a safe place until it is returned to the Chief Clerk's Office and staff should work from xerox copies.

I would like to eliminate the problems we have had with this. In the past, we've had a lot of bills returned to the Clerk's Office with backup material such as letters and fiscal notes missing.

Thank you.



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

HOUSE RULES COMMITTEE

January 25 - 29, 1988

HOUSE RULES

Capitol 204  
465-3764

8:00 a.m.

Tuesday, January 26, 1988

HCR 12 "Proposing Amendments to Rule 23 of the Uniform Rules  
of the Alaska State Legislature Relating to Committee  
Meetings."

\*Copy Machine Purchase

Miscellaneous Changes to the Uniform Rules

GROUND

FLOOR

XEROX

MACHINE

# REPRESENTATIVE DAVE DONLEY

ALASKA STATE LEGISLATURE  
DISTRICT ELEVEN • SPENARD

P.O. BOX V, JUNEAU 99811  
(907) 465-3892



CHAIRMAN  
LABOR AND COMMERCE  
COMMITTEE


MEMBER  
STATE AFFAIRS COMMITTEE  
HEALTH, EDUCATIONAL  
AND SOCIAL SERVICES COMMITTEE  
INTERNATIONAL TRADE  
SUB-COMMITTEE

February 4, 1988

## M E M O R A N D U M

TO: Representative Ben Grussendorf, Speaker  
State House of Representatives

Representative Mike Navarre, Chair  
House Rules Committee

FROM: Representative Dave Donley 

RE: Xerox Machine

I would like to thank you for your speedy response to my request for a new xerox machine. The new machine is greatly appreciated and adequately serves the ground floors' needs.

In addition, it has made my staff extremely happy and much easier to work with!



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

## M E M O R A N D U M

TO: ALL GROUND FLOOR OFFICES

FROM: REP. MIKE NAVARRE, CHAIRMAN   
HOUSE RULES COMMITTEE

RE: TRAINING FOR GROUND FLOOR XEROX MACHINE

-----

The local Marketing Representative for Xerox, Bob Olson, will be conducting a short training session for the new ground floor Xerox machine on Monday, February 8 at 9:00 a.m.. I would like the key user from each office to attend this meeting. Thank you.



# Alaska State Legislature

SENATE

*Rules Committee*

Senator R. I. Eliason, Chairman  
Senator William Hensley, Vice-Chairman  
Senator Don Bennett  
Senator John Binkley  
Senator Jan Faiks

P.O. Box V  
State Capitol  
Juneau, Alaska 99811  
(907) 465-3770

M E M O R A N D U M

TO: Miles Collins, Supply Officer  
Legislative Affairs Agency

FROM: Senator Dick Eliason, Chair  
Senate Rules Committee

RE: Cannon Copier

DATE: March 17, 1987

Through this memorandum, I would like to express my complete dissatisfaction with the performance of the Cannon copier on the ground floor of the Capitol Building. From the beginning of session until now, users of this copier have complained bitterly on how the copier malfunctions and how frequently the machine is completely broken down.

In light of the length of time this difficulty has existed and the number of complaints received, it may be necessary to overhaul the total machine and REALLY correct the deficiencies once and for all.

As I'm sure you will agree, it is very important that our copier machines operate at their optimum at all times.

Thank you very much for your assistance in this matter, Miles.

STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY  
PROCUREMENT PROCEDURES FORM

AUTHORIZATION OF CONTRACT/PURCHASE

ON \_\_\_\_\_, 1988, a contract  
(DATE)

between Xerox Corporation  
(CONTRACTOR/VENDOR)

and House Rules Committee in the amount  
(LEGISLATIVE COMMITTEE, LEADERSHIP, DIVISION)

of \$18,327 for the purpose of  
(AMOUNT)

Purchase of Xerox 1065 Marathon Copier (lease/purchase) was authorized  
(DESCRIPTION OF WORK)

- by: (1) A majority of the House Rules Committee Committee whose signatures appear below, or
- (2) The Senate President or House Speaker whose signature appears below, or
- (3) The Chair of the Finance or Rules Committee whose signature appears below.

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY  
PROCUREMENT PROCEDURES FORM

SOLE SOURCE APPROVAL AND JUSTIFICATION

THE UNDERSIGNED APPROVES THE AWARD OF A SOLE SOURCE CONTRACT/PURCHASE TO

\_\_\_\_\_ FOR \_\_\_\_\_  
(Contractor/Vendor) (Services/Purchase Item)

IN THE AMOUNT OF \_\_\_\_\_

FOR THE FOLLOWING REASONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED \_\_\_\_\_  
Procurement Officer  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

XEROX

Xerox Order Agreement

This Xerox Order Agreement covers transaction(s) checked below and incorporates the terms and conditions attached hereto or referenced below.

- With Maintenance, Term Lease, Equipment Services, Software License, Installation Purchase of Equipment, With Maintenance, Financed Equipment Configuration Change, Maintenance Only

Customer information form including Name (State of Alaska), Parent Company (Legislative Affairs), Address (P.O. Box Y, Juneau, AK 99801), and Street Address (120 4th Ave / Capital Bldg).

Table with columns: Equipment Order Information, Equipment Purchase or Prepaid Software License, and Installment Purchase. Includes rows for Xerox 1065, B.D.H., Finisher, and CT VALUE with prices and lease terms.

Complete This Section For Term Lease: Term of Agreement (Check One Plan) with options for 24, 36, 48, 60 months and other.

The interest payable for State/Local Government Installment Purchase or Term Lease subject to this order is \$ 4766.40 (For Term Lease this assumes the option to purchase is exercised at end of lease period) at rate of 9.5 %

Complete This Section For Equipment Services Or Maintenance Or Monthly Software Licenses: Price Plan Description: Full Service Maint, Initial Term: Annual, Billing Cycle: Monthly, Contract Number.

PURCHASE ORDER / CONTRACT INFORMATION: Existing Equipment to be Replaced, Initial Supply Order Item (prepa k, dry Ink, Developer, Fuser Lubr), and Customer details.

CUSTOMER MUST INITIAL TO ACKNOWLEDGE RECEIPT OF XEROX PRICE LIST, TERMS AND CONDITIONS AND OTHER DOCUMENTS DESIGNATED BELOW. Includes checkboxes for various terms and conditions.



Official Business

# Alaska State Legislature



## House

P.O. BOX V  
State Capitol  
Juneau, Alaska 99811

January 13, 1988

### M E M O R A N D U M

TO: REPRESENTATIVE MIKE NAVARRE, CHAIR  
HOUSE RULES

FROM: REPRESENTATIVE DAVE DONLEY   
REPRESENTATIVE BETTE CATO 

RE: XEROX MACHINE ON GROUND FLOOR

We would like to have an operating xerox machine on the ground floor of the Capital Building. The present machine's natural state is in "dis-repair". This has made it very difficult for everyone on this floor, forcing them to run up to other floors in search of an operating machine.

We realize that you have attempted to maintain the present machine in working order. The repair personnel spent a considerable amount of time repairing the machine yesterday afternoon. However, the machine was down again within five minutes after they left.

Perhaps, repairing this machine is not the solution. It's like putting a Band-Aid on something that needs to be amputated, or in this case, replaced.

Mary. ~~HERE'S~~ ONLY ONE OF SEVERAL SHEETS RECEIVED.  
 TO ALL USERS OF THIS MACHINE WHO EVER DREAMED OF GETTING A NEW ONE: Miles has more.

Please document all problems or malfunctions which happen with this machine. This is at the request of House Rules.

Faded Co. Lines to June

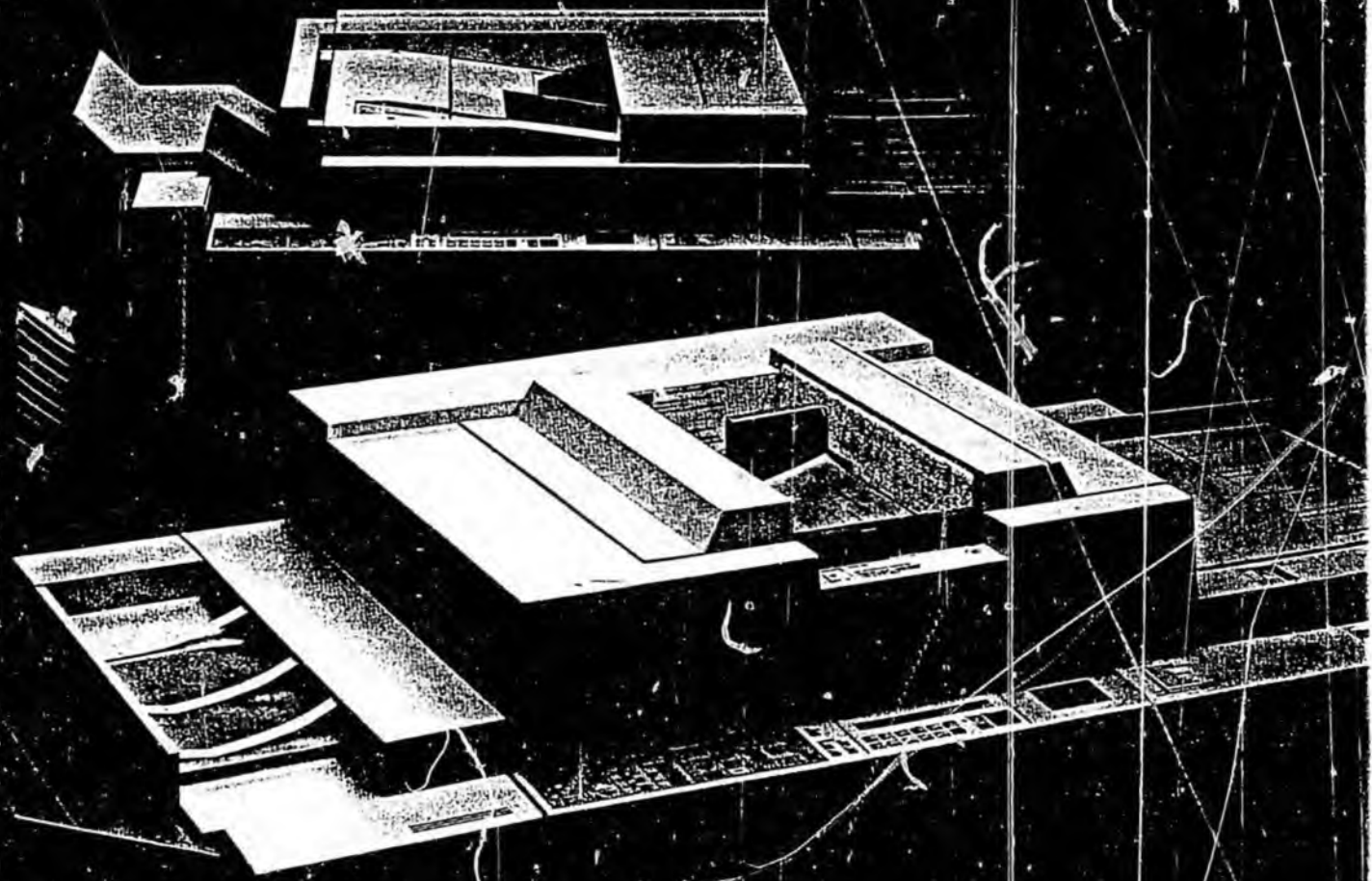
<u>NAME</u>	<u>DATE</u>	<u>PROBLEM</u>
Terry	1/13	
Paula Tarral	1/13	
KEVIN S.	1/14	FIRST A PAPER JAM, THEN OUT OF TONER
Kathy R	1/14	paper gets stuck in the top feeder
Toni O.	1/15	Out of toner message - again
Kanda Koossa	1/15	<u>Toner.</u>
KEVIN	1/15	UNLOCATABLE PAPER JAM
Penny -	1/15	JAM cleared, but toner indicator won't allow copying - (no amount of jostlin' would convince it otherwise!)
Ginger	1/15	TOP FEED JAMS THEN MACHINE WON'T CLEAR
Ginger	1/15	TOP FEED WON'T WORK I FEED BY HAND INSTEAD
Paula Tarral	1/15	Paper jams. - top feed.
		<u>5 Times</u>
Kathy R	1/15	paper jamming top feeder
Rep Douley	1/16	copy tone too dark
Karin	1/18	Went copy 2 times
Toni	1/18	Feeder Jammed

GRAND FAB.

XEROX

# The Xerox 1065 Marathon Copier

**You decide which is more amazing:  
the copy quality of its first copy —  
or its 50,000th**



***We practically re-invented the copier  
to reach this level of long-term reliability***

In developing the Xerox 1065, 18 technological advances were incorporated into the design. Some of these advances involve microprocessors that continually fine tune and maintain copy quality as you use the 1065. This gives you the industry standard not only in copy quality, but also in the *duration* of that quality. And, the 1065 doesn't limit its excellent copy quality to just typed originals on white paper. Touch "Auto Contrast", and you avoid background problems on copies from colored originals. Touch "Photo" to get reduced-contrast reproductions of color photos and halftones.

In total, the 1065 has five microprocessors that give it more "brainpower" than any comparable competitive machine. For you, this means even complex copy jobs are pushbutton simple. Different features work *together* to deliver what you want automatically. And, the 1065 has a variety of "communication skills" that clearly present the choices available to you.

Actually, if you divide the copying process into each separate functional area, you'll see that the 1065 offers a list of productive features *in each distinct area* — from the variety of originals you can bring to it, to the consistently high-quality output you get from it.

**Originals:**

Bring it whatever you have

- Standard or odd sizes, computer forms, etc. • Platen accepts sizes to 17 x 17 for reduction to 11 x 17

**Document Handling:**

Everything except taking the work from your hands

- Choice of Automatic Document Handler or Recirculating Document Handler • Single-sheet Semi-Automatic Document Handler • Computer Forms Feeder, optional

**Operability:**

It gets an A for *no effort*... on your part

- Up to nine jobs *pre-programmed* • Information System via "i" Button • 80-character Alphanumeric Display • "Mimic" Display • 15 Customized Programs • Full Job Recovery • Job Interrupt • Snap-in toner cartridges • Electronic Auditron tracks/controls usage

**Processing:**

A lot more than just copying

- Automatic Duplexing (two-sided copying) • Automatic Reduction and Enlargement • Automatic ratio selection to match original with copy size selected • Margin Shift: Side 1 or 2, or both; right or left • Automatic Cover Sheet Insertion: front, back or both • Automatic Contrast Control

**Run Length/Job Capacity:**

It won't shy away from the big jobs

- 62 copies per minute • 2,300-sheet paper supply, three paper drawers • Automatic paper drawer switching for Continuous Run • Paper Drawers can be refilled *during* run

**Finishing:**

Do away with labor-intensive handwork

- Finisher/Stapler option with RDH • Staple sets up to 30 sheets thick • 5,000-staple supply • 20-bin Sorter option with ADH • 50 sheets per bin, 35 sheets of 11 x 17

**Specifications**

**Copy Speed**

62 per minute (8½ x 11).  
30 per minute (11 x 17, ADH).  
First copy in 7.6 seconds.  
Copy quantity: 1 to 999.

**Originals**

RDH: 8 x 10 to 8½ x 14, in 13-32 lb. weights, up to 60 at a time (20 lb. stock).  
ADH: 5½ x 8½ to 11 x 17, in 13-32 lb. weights, 50 at a time.  
SADH on ADH: 5½ x 8½ to 11 x 17, in 13-110 lb. weights.  
SADH on RDH: 5½ x 8½ to 17 x 22, in 13-110 lb. weights.  
CFF (optional): 5½ x 8½ to 11 x 14¾.

**Throughput**

5½ x 8½ to 11 x 17, in 16-32 lb. weights; up to 110 lb. cover stock.

**Paper Supply**

Drawer 1: 1,100 sheets (20 lb. stock) of 8 x 10½ to 8½ x 14.  
Drawer 2: 600 sheets (20 lb. stock) of 8 x 10½ to 8½ x 14.  
Drawer 3: 600 sheets (20 lb. stock) of 5½ x 8½ to 11 x 17.  
Paper supply indicators: Full, ½, Near Empty (flashing light).

**Reduction/Enlargement**

Variable: 64% to 142%, in 1% increments.  
Pre-set: 100% and 64%, 78% and 129% (or any three you set).

**Automatic Two-Sided Copying**

RDH: two-sided copies from one- and two-sided originals.  
ADH: two-sided copies from one-sided originals.  
Sizes from 8½ x 11 to 8½ x 14.

**Electronic Auditron**

Capacity: up to 914 accounts.  
Optional Extended Auditron capacity: 3,100 accounts.

**Finisher/Offset Copy Tray**

Staples up to 30 sheets per set, in sizes from 8 x 10 to 8½ x 14.  
Tray capacity: 350 sheets up to 8½ x 14, 100 sheets of 11 x 17.

**Sorter**

20 bins, 50 collated sheets per bin up to 8½ x 14; 35 per bin of 11 x 17; 20 per bin of uncollated stacks.  
Top tray capacity: 150 sheets.

**Size and Weight**

RDH/Finisher: 61" x 30" x 46", 1026 lbs.  
RDH/Offset Copy Tray: 55" x 30" x 46", 875 lbs.  
ADH/Sorter: 58" x 30" x 45", 920 lbs.  
ADH/Copy Tray: 55" x 30" x 45", 830 lbs.

**Electrical Requirements**

Sole use of a single-phase 20 Ampere, 120 Volt, 60 Hz power source, or 120 Volt, 30 Ampere, or 240 Volt, 30 Ampere.  
Warm-up: 4.8 minutes, maximum.

**Options**

Sorter or Finisher, Computer Forms Feeder, Expanded Electronic Auditron, Mechanical Auditron, Data Shuttle, Dual Language Display, and Ports (TTL, RS232, Foreign Interface).

Xerox Corporation  
Xerox Square USA  
Rochester, New York 14644

# LEGISLATIVE AFFAIRS

## 1065 PRICING

Xerox 1065 (includes) ..... \$22,327.00

- Recirculating Document Handler / Offsetting Catch Tray
- Semi-Automatic Document Handler
- Automatic Duplex (1 - 2) (2 - 2)
- Variable Reduction / Enlargment  
Finisher (on line stapler)

LESS TRADE-IN ON CANON NP-7550 ..... \$4,000.00  
NET PURCHASE PRICE ..... \$18,327.00

### XEROX INSTALLMENT PURCHASE

60 MONTH TERM ..... \$451.72/MO.

#### \* FULL SERVICE MAINTENANCE

Monthly Minimum ..... \$370.00/mo.  
Monthly Copy Allowance ..... 20,000 copies  
Excess Copy Charge ..... .0088 per copy

Delivery / Installation ..... \$307.00  
Pre-Pack of Supplies ..... \$352.08

March 23, 1987

William Vail, President  
Alaskan Office Equipment, Inc.  
3605 Arctic Blvd.  
Anchorage, AK 99503

Dear Mr. Vail,

I have enclosed a copy of a letter that I have recently received from Alaskan State Senator Dick Eliason. Senator Eliason is the Chairman of the Senate Rules Committee. As Chairman of the Senate Rules Committee one of Senator Eliason's duties is to see to the equipment needs of the Alaska State Senate.

The copier that Senator Eliason refers to in his letter to me is a Canon 7550 that I purchased from your Juneau office in 1986. The Legislature currently has three Canon copiers; one Canon 7550 in the legal library, one Canon 7050 in the public services office and one 7550 in the east end of the ground floor of the Capitol. Our Canon 7550 in the library is a good machine and the library is happy with its operation; the same is true with the copier in our public services division. However, the Canon 7550 in the Capitol has been a problem since the beginning of the '87 session. Your sales, training and service staff have done an admirable job and I do not believe that the copier problems that exist with this machine have anything to do with a lack of support from your staff in Juneau. All offices and users are trained on the machine as are my supply room personnel in the Capitol next to the machine. I have personally received a lot of negative comments on this machine along with the letter from Senator Eliason. It seems obvious to me and all of the offices that attempt to use this machine that it needs to be completely overhauled or replaced. The Canon Company has always made good products but this particular machine seems to have some flaws.

I have enclosed a copy of my letter from Senator Eliason and also copies of the service reports for the machine.

I look forward to hearing from you.

Sincerely,

Miles Collins  
Supply Officer, LAA

cc: Senator Eliason  
Pam Stoops

MC/vct

# Alaska State Legislature

REPRESENTATIVE  
BETTE CATO  
DISTRICT 6  
BOX 775  
VALDEZ, ALASKA 99686  
(907) 835-4568  
WHILE IN JUNEAU  
P O BOX V  
JUNEAU, ALASKA 99811  
(907) 465-4858  
(907) 586-2660

COMMITTEES  
CHAIRMAN  
HOUSE TRANSPORTATION  
MEMBER  
RESOURCES  
STATE AFFAIRS

## House of Representatives

TO: Rep. Mike Navarre, Chairman  
House Rules Committee  
FROM: Rep. Bette Cato *BC*  
Rep. Dave Donley *DD*  
DATE: February 5, 1988  
RE: The new Xerox machine on the first floor

We appreciate your persistence in looking for a way to replace the Xerox machine on the first floor. As you know, the old one was unreliable which put an additional work load on the other machines in the building and provided a real inconvenience for staff trying to meet deadlines and efficiently perform their jobs. The new machine is a real time saver and we look forward to less headaches and frustration in the weeks ahead. Thank you.

FIRST  
FLOOR  
COPY  
MACHINE

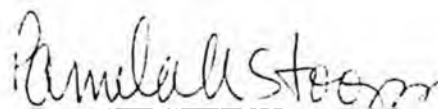
STATE OF ALASKA  
THE LEGISLATURE

LEGISLATIVE AFFAIRS AGENCY

P.O. BOX Y, STATE CAPITOL  
JUNEAU, ALASKA 99811  
907 485-3800

January 26, 1988

This is to certify that sufficient funds are available in the Session Expenses allocation for FY 88 to lease purchase a Xerox 1050 copier, in the amount of \$12,995.00.



---

Pamela A. Stoops, Manager  
Administrative Services



# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

Official Business

January 26, 1988

## JUSTIFICATION FOR SOLE SOURCE CONTRACT FOR PURCHASE OF XEROX 1090 COPIER FOR 1ST FLOOR XEROX-CAPITOL BUILDING

This purchase qualifies for the exemption from solicitation requirements as provided for in Sec. 040 (2) of the Procurement Procedures for the following reasons:

\*Most of the Legislature's copier machines (including all of the newest ones) are Xerox brand. It is much easier for staff to use compatible machines within the building. The response on the maintenance requests for the Xerox machines is excellent and superior to all others. The copy machines have to be very dependable. A lot of the copies produced on this machine are needed in committee meetings immediately.

\*The Xerox machine has a number of features which meet the particular needs in the Capitol which are not available in the other brands of machines.

\*The experience of the Legislative staff has been that the Xerox machines have performed and held up in a manner far superior to other brands which have been used in the Capitol. We have purchased other brand copiers in the past and have had horrible results in the daily operation/maintenance of these machines.

\*A tremendous amount of staff and committee time is wasted by repeated problems with the copy machine in this area.

STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY  
PROCUREMENT PROCEDURES FORM

SOLE SOURCE APPROVAL AND JUSTIFICATION

THE UNDERSIGNED APPROVES THE AWARD OF A SOLE SOURCE CONTRACT/PURCHASE TO

Xerox Corporation FOR Xerox 1050 Marathon Copier  
(Contractor/Vendor) (Services/Purchase Item)

IN THE AMOUNT OF \$12,995.00

FOR THE FOLLOWING REASONS: See attached Memo.

SIGNED Mike Navarre  
Procurement Officer  
TITLE Rep. Navarre / Chairman House  
Rules Committee  
DATE JAN. 26, 1988

SIGNED Terry Martin  
TITLE \_\_\_\_\_  
DATE Jan. 26, 1988

SIGNED Lynn Hoffman  
Rep. Hoffman / Vice-Chairman  
TITLE House Rules Committee  
DATE 1.25.88

SIGNED W. V. Shuck  
TITLE \_\_\_\_\_  
DATE 1/26/88

SIGNED Barbara  
TITLE \_\_\_\_\_  
DATE 1/26/88

SIGNED J. A. Pugh  
TITLE \_\_\_\_\_  
DATE 1/26/88



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

MEMORANDUM

January 8, 1988

To: House Rules Committee

From: Representative Mike Narvaez, Chairman  
House Rules Committee

Subject: Purchase Approval - 1st floor xerox machine

In order to comply with current procurement procedures, it is necessary for me to get your approval for the purchase of a xerox machine. It is imperative that we get this machine replaced for this session and if we go with normal bidding procedures, we will not be able to get one in time for the session. Also, we would have to go with the lowest bid, and we would not be assured of the quality of the machine or the quality of the maintenance on the machine.

The machine which I would like to get replaced for this session is located outside of the Judiciary Committee Room.

We have several house offices and four House Committees that meet located in the area. I feel it would help reduce the stress level within these offices if we replaced the current machine with one that made good clear copies and also a machine which was in operation more than in repair. A lot of staff time and paper is wasted trying to clear paper which jams up in the machine and getting the machine to print a clear copy instead of the current gray copies the machine produces.

Thank you for your consideration of this request.

STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY  
PROCUREMENT PROCEDURES FORM

AUTHORIZATION OF CONTRACT/PURCHASE

CN January 26, 1988, a contract  
(DATE)

between Xerox Corporation  
(CONTRACTOR/VENDOR)

and House Rules Committee in the amount  
(LEGISLATIVE COMMITTEE, LEADERSHIP, DIVISION)

of \$12,995.00 for the purpose of  
(AMOUNT)

Purchase of Xerox 1050 Marathon Copier was authorized  
(DESCRIPTION OF WORK)

- by: (1) A majority of the House Rules Committee Committee whose signatures appear below, or
- (2) The Senate President or House Speaker whose signature appears below, or
- (3) The Chair of the Finance or Rules Committee whose signature appears below.

SIGNED [Signature]  
TITLE \_\_\_\_\_  
DATED JAN. 26 1988

SIGNED [Signature]  
TITLE \_\_\_\_\_  
DATED 1/26/88

SIGNED [Signature]  
TITLE \_\_\_\_\_  
DATED 1-25-88

SIGNED [Signature]  
TITLE \_\_\_\_\_  
DATED 1/26/88

SIGNED [Signature]  
TITLE \_\_\_\_\_  
DATED 1/26/88

SIGNED [Signature]  
TITLE \_\_\_\_\_  
DATED 1/26/88



# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

Official Business

January 26, 1988

## JUSTIFICATION FOR SOLE SOURCE CONTRACT FOR PURCHASE OF XEROX 1090 COPIER FOR 1ST FLOOR XEROX-CAPITOL BUILDING

This purchase qualifies for the exemption from solicitation requirements as provided for in Sec. 040 (2) of the Procurement Procedures for the following reasons:

\*Most of the Legislature's copier machines (including all of the newest ones) are Xerox brand. It is much easier for staff to use compatible machines within the building. The response on the maintenance requests for the Xerox machines is excellent. The copy machines within the building are purposely placed in the building where they are needed to be especially dependable. A lot of the copies produced on this machine are needed in committee meetings immediately.

\*The Xerox machine has a number of features which meet the particular needs in the Capitol which are not available in the other brand machines.

\*The experience of the Legislative staff has been that the Xerox machines have performed and held up in a manner far superior to other brands which have been used in the Capitol. We have purchased other brand copiers in the past and have had horrible results in the daily operation/maintenance of these machines.

\*It is imperative that we get this machine replaced immediately. A tremendous amount of staff and committee time is wasted by repeated problems with the copy machine in this area.

\*The House Rules Committee met this morning and unanimously agreed to support the purchase of this Xerox machine and testimony was given in support of this particular "marathon" copier by one of the representatives who has used the copier in the past.

XEROX

# The Xerox 1050 Marathon Copier



**If you want a complete description of all its features, find a comfortable chair first**

The Xerox 1050 is the first mid-volume machine to offer an automatic computer forms feeder, the first to offer automatic Page Programming. In mid-volume, only Xerox offers on-line finishing/stapling as an option.

**First And Foremost** The Marathon line of copiers was designed and built on the idea that the feature you'll *always* want most is dependability. And, as we've added to the Marathon line, we've added even more advances in dependability.

**High-Quality Images** The 1050 consistently delivers copy quality that gives all your documents a polished, printed look. Seven levels of Copy Contrast can be used to create crisp copies from problem originals.

**55 Speed Limit** At 55 copies per minute, the 1050 starts with a decided speed advantage over many copiers in its class. Make from 1 to 999 copies per copy run.

**Computer Forms Feeder** You can *automatically* feed unburst computer printout in sizes from 5½ x 8½ to 11 x 14. The 1050 can be programmed to fast-feed the stack in order to copy only certain pages. Used with Variable Reduction, the CFF turns bulky printout into handy 8½ x 11 copies.

**Page Programming** Create better-looking documents by *automatically* adding a cover sheet in a different color or stock. Add front *and* back covers, and copy headings onto them at the same time. Insert divider sheets that instantly identify different sections of a document. Add front and back covers *and* up to seven divider sheets per copy job.

**Selective Editing** You can delete lines or paragraphs when copying simply by telling the 1050 what areas not to copy (up to *three* areas per page). So, obsolete or confidential data can be left out of copies; these edited copies can then be used to create updated originals easily and quickly — by adding current information, new names and addresses, and so on.

**Variable Reduction/Enlargement** Four pre-set ratios handle most of your R/E work: 64%, 74%, 129% and 141%. At the same time, you can vary the ratio in 1% increments from 64% to 141%. With Variable R/E, you can quickly re-size a hodge-podge of originals into consistent copy sets.

**Document Handling Options** Choose either a Recirculating Document Handler or an Automatic Document Feeder. A plain platen model is also available. The RDH copies one complete set at a time, thereby enabling it to work with a Finisher/Stapler. The ADF works with a 20-bin Sorter.

**Large-Size Copying/Sorting** You can make *multiple* copies of 11 x 17 originals at a rate of 27 per minute, and then sort them into sets in one, continuous operation.

**Single-Sheet Bypass** For a few copies on a stock that's different from what's in the trays, just use the bypass slot.

**Long-Run Paper Supply** The Main Tray actually holds 2,000 sheets in sizes from 8 x 10 to 8½ x 14, in 13-32 lb. weights. Two additional trays hold 500 sheets (8 x 10 to 8½ x 14) and 220 sheets (8 x 10 to 11 x 17).

**Comfortable Controls** The Control Panel has an animated, color diagram that gives instantly understandable *visual information* on the copy job or situation at hand. This is backed up by a series of clearly worded messages that take you step-by-step through any copy situation.

## Xerox 1050 Specifications

### Copy Speed

55 per minute (8½ x 11, RDH).  
50 per minute (8½ x 11, ADF).  
27 per minute (11 x 17).  
First copy in 3.9 seconds (from platen).  
Copy quantity: 1 to 999.

### Originals

RDH: 8 x 10 to 8½ x 14, 16-32 lb. weights, up to 50 at a time.  
ADF: 5½ x 8½ to 11 x 17, 13-32 lb. weights, up to 50 at a time.  
CFF: 5½ x 8½ to 11 x 14, 13-24 lb. weights, 300 pages per run.  
Platen: any size up to 11 x 17, including bulky or bound documents and 3-dimensional originals.

### Throughput

8 x 10 to 11 x 17, in 13-32 lb. weights.  
Single-sheet Bypass: 8 x 10 to 11 x 17, in 13-32 lb. weights.

### Paper Supply

Main Tray: 2000 sheets of 8 x 10 to 8½ x 14.  
Tray 1: 500 sheets of 8 x 10 to 8½ x 14.  
Tray 2: 220 sheets of 8 x 10 to 11 x 17.  
Paper supply indicators: Full, ¾, ½ and ¼.

### Reduction/Enlargement

Variable in 1% increments from 64% to 141%.  
Pre-set ratios: 64%, 74%, 129%, 141%.

### Electronic Auditron (optional)

Access codes: 300.  
Account numbers: 600.  
Printer port for hardcopy printer.

### Sorter/Stacker (optional)

20 bins plus non-sorting tray.  
Capacity: 50 sheets per bin, sizes 8 x 10 to 11 x 17.  
Tray capacity: 150 sheets.

### Finisher/Offset Copy Tray (optional)

Staples up to 25 sheets per set, in sizes 8 x 10 to 8½ x 14.  
Tray capacity: 300 sheets up to 8½ x 14, 25 sheets of 11 x 17.

### Size and Weight

Processor/Catch Tray	47" x 29.5" x 41", 438 lbs.
Processor/Sorter	56" x 29.5" x 41", 482 lbs.
Processor/ADF/Catch Tray	47" x 29.5" x 44.5", 473 lbs.
Processor/ADF/Sorter	56" x 29.5" x 44.5", 517 lbs.
Processor/RDH/OCT	49" x 29.5" x 13.5", 493 lbs.
Processor/RDH/Finisher	56" x 29.5" x 43.5", 552 lbs.

### Electrical Requirements

Sole use of a single-phase 20 Ampere, 115 Volt, 60 Hz power source. Warm-up time: 4 minutes (maximum).

Xerox Corporation  
Xerox Square 05A  
Rochester, New York 14644

# Xerox Sales

400 Willoughby Center Ste. 211  
Juneau, Alaska 99801  
907-586-8133

## Xerox 1050 Copier

<u>Xerox 1050 Copier</u> .....	\$14,145.00
Recirculating document handler .....	included
Variable reduction and enlargement .....	included
offsetting catch tray and finisher .....	included
3 tray feed system .....	included
and remaining standard features	
Trade-in value of present Xerox 3400 copier .....	\$1,150.00
Total 1050 cost after trade-in .....	\$12,995.00

### Xerox Financing: (6.9% finance rate)

Installment				
Purchase:	<u>60 month</u>	<u>48 month</u>	<u>36 month</u>	<u>24 month</u>
	\$256.70	\$310.57	\$400.65	\$581.23

Financing is based on \$0.00 down.

Full service maintenance is available for \$267.00 monthly and includes 20,000 copies per month. Excess copies will be billed at \$.0125 each.

There will be a one time delivery charge: ..... \$190.00  
There would be no removal charge on the present copier.

<u>Supply Item:</u>	<u>Unit</u>	<u>Yield</u>	<u>Cost</u>
Dry Ink	carton	50,000/ctn	\$076.00*
Developer	carton	220,000/ctn	\$160.00*
Fuser Lube	carton	75,000/ctn	23.28*

\*price at suggested initial order level

Prepared on the  
Xerox Documentor  
Publishing System

XEROX

Xerox Order Agreement

This Xerox Order Agreement covers transaction(s) checked below and incorporates the terms and conditions attached hereto or referenced below.

- With Maintenance, Term Lease, Equipment Services, Software License, Installation Purchase of Equipment, With Maintenance, Financed Equipment Configuration Change, Maintenance Only

Customer information form including name (State of Alaska), address (Juneau, AK 99811), and phone number (P.O. Box Y).

Table with columns: Qty, Xerox Product, List Price, Total List \$, Less Deductions (Opt To Purch, Trade-In, Other), Net Price, B Total Net Price, C Cash Down Payment, D Cash Price, E Finance Charge, F Time Balance, G Time Sale Price.

Complete This Section For Term Lease: Term of Agreement (Check One Plan) 24 Month, 36 Month, 48 Month, 60 Month, Other. Includes Monthly Minimum Lease Payment and Purchase Option Amount.

The interest payable for State/Local Government Installment Purchase or Term Lease subject to this order is (For Term Lease this assumes the option to purchase is exercised at end of lease period) at rate of %

Complete This Section For Equipment Services Or Maintenance Or Monthly Software License:

Price Plan Description: FSM A, Initial Term: Annual, Billing Cycle: MONTHLY, Contract Number: Gov't. Firm Contract Option, Gov't. Fiscal Year Option, Gov't. Fiscal Year Begins: K-12 Summer Option

PURCHASE ORDER / CONTRACT INFORMATION: Existing Equipment to be Replaced (List Serial Numbers), Initial Supply Order Item, Qty, Reorder Number, Customer Request Full Credit, Master Purchase Agreement #.

CUSTOMER MUST INITIAL TO ACKNOWLEDGE RECEIPT OF XEROX PRICE LIST, TERMS AND CONDITIONS AND OTHER DOCUMENTS DESIGNATED BELOW. Includes Xerox Price List, Maintenance Services Terms and Conditions, Term Lease Terms and Conditions, Equipment Services Terms and Conditions, Software License Terms and Conditions, Equipment Trade-In Terms and Conditions, Extended Service (Warranty) Amendment, Negotiated Contract #.

Customer Signature: Mike Navarre, Title: Rules Chairman, Date: JAN 26, 1988. Xerox Corporation Signature, Sales Rep Order Acknowledgement.

SECOND

FLOOR

XEROX

MACHINE



# Alaska State Legislature

## SENATE

### *Rules Committee*

Senator R. I. Eliason, Chairman  
Senator William Hensley, Vice-Chairman  
Senator John Binkley  
Senator Jan Faiks  
Senator Lloyd Jones

P.O. Box V  
State Capitol  
Juneau, Alaska 99811  
(907) 465-3770

#### JUSTIFICATION FOR SOLE SOURCE CONTRACT FOR PURCHASE OF XEROX 1090 COPIER FOR SECOND FLOOR OF CAPITOL

This purchase qualifies for the exemption from solicitation requirements as provided for in Sec. 040 (2) of the Procurement Procedures for the following reasons:

- \* Most of the Legislature's copier machines (including all of the newest ones) are Xerox brand now, thus it is advantageous to again purchase a Xerox so that users can move between machines without separate training, and so that the same repair personnel can be utilized for the maintenance of the various machines.
- \* The Xerox machine has a number of features which meet the particular needs in the Capitol which are not available in the other brand machines.
- \* The experience of the Legislative staff has been that the Xerox machines have performed and held up in a manner far superior to other brands which have been used in the Capitol.
- \* The need for a replacement copier is immediate and the Xerox machine can be shipped quickly and be in use very soon.



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

MEMORANDUM

January 19, 1987

To: Senator Dick Eliason, Chairman  
Senate Rules Committee

From: Rep. Mike Navarre, Chairman  
House Rules Committee

Subject: Xerox machines - Capitol Building

I understand that if we get these contracts signed today or tomorrow, Xerox can meet their shipping date and we may receive the replacement copy machines for the Ground floor and Second Floor as early as the first week of February.

Since only one of the Rules Committees is required to meet and approve these lease/purchase agreements, I would greatly appreciate it if you could meet in order to get this moving. Our Rule requirements over here would not allow us to meet until next Monday - (unless we want to pass a concurrent resolution requesting waiver of Rule 23).

I understand the stress level generated by the daily problems we are having with these machines is at an all time high and I would like to see them replaced as soon as possible.

Thank you.

set out in the solicitation.

(b) The procurement officer shall award a contract based on a solicitation to the lowest responsible and responsive Alaska bidder if the bid is not more than five percent higher than the lowest nonresident bidder's. In this subsection, "Alaska bidder" means a person who

(1) holds a current Alaska business license;

(2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;

(3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;

(4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and

(5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

Sec. 147. DETERMINATION TO AWARD A CONTRACT TO A NONRESIDENT. If the procurement officer awards a contract to a person who does not reside or maintain a place of business in the state and if the supplies, services, professional services, or construction that is the subject of the contract could have been obtained from sources in the state, the procurement officer shall issue a written statement explaining the basis of the award. The statement required under this section shall be kept in the contract file.

Sec. 150. PREPARATION AND AWARD OF CONTRACTS. (a) A contract must be self-contained and written with care and thoroughness.

(b) An authorization signed by the persons required to authorize a contract or amendment to a contract shall be attached to the contract or amendment and filed under sec. 200 of these procedures. Contracts and amendments to contracts must be authorized as follows:

(1) contracts of the Finance Committees or the Rules Committees must be authorized by a majority of the members of the committee except that contracts for professional services under \$25,000 may be authorized by the chair of the committee;

to provide the required services, professional services, supplies, or construction may be substituted for direct solicitation or used jointly with direct solicitation of bids or proposals.

(c) The procurement officer shall give notice of the solicitation at least 21 days before the date for the opening of bids or proposals unless the officer makes a determination in writing that a shorter notice period is necessary for a particular solicitation.

(d) If an insufficient number of firms or persons have the expertise required to enable an agency to solicit the number of bids or proposals required under (a) of this section, the agency shall solicit bids or proposals

(1) from each person or firm listed on the appropriate contractor list that appears to possess the required expertise;

(2) from each person or firm responding to the solicitation given under (a) of this section that appears to possess the required expertise; and

(3) from any person or firm with the required expertise of which the contracting agency or committee may be aware.

(e) A legislative committee may request the Legislative Affairs Agency to carry out the committee's responsibilities under this section.

Sec. 040. EXEMPTIONS. (a) A contract is exempt from the solicitation requirements of sec. 030 of these procedures if

(1) there is a single source of the required services or supplies; or

(2) one person or firm can clearly provide the required services more satisfactorily because of the person's or firm's prior work.

(b) An exemption in (a) of this section applies only if it is approved by the procurement officer, and in the case of a contract for a legislative committee, by a majority of the committee members. A written justification signed by the procurement officer that details the reasons for the exemption shall be attached to the contract and filed under sec. 200 of these procedures as a public record. The written justification shall also be signed by the committee members that approve the exemption in the case of a contract for a legislative committee. A contract proposed for award

under the exemptions in (a) of this section is not valid unless the required approval is received.

Sec. 045. SMALL PROCUREMENTS. (a) Professional services contracts that do not exceed \$25,000 are small procurements and are not subject to the solicitation methods set forth in sec. 030 of these procedures. Small procurements are subject to the provisions of secs. 142 and 147 of these procedures. A small procurement that is made by a solicitation is subject to the Alaska bidder preference set out in sec. 145 of these procedures. In making a small procurement, the procurement officer shall take steps that are reasonable under the circumstances to ensure that adequate competition is obtained.

(b) A contract awarded as a small procurement under this section may be amended so that the contract amount exceeds the amounts set out in (a) of this section, without complying with the solicitation methods set forth in sec. 030 of these procedures. However, a contract may not be artificially divided to avoid the solicitation methods set forth in sec. 030 of these procedures.

Sec. 050. ONLY ONE BID OR PROPOSAL RECEIVED. (a) If only one responsive bid is received in response to an invitation for bids, including multi-step bidding, an award may be made to the single bidder if the procurement officer finds that the price submitted is fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond, or there is not adequate time for resolicitation. Otherwise the bid may be rejected and:

(1) new bids or offers may be solicited;

(2) the proposed procurement may be cancelled; or

(3) if the procurement officer determines in writing that the need for the supply or service continues, but that the price of the one bid is not fair and reasonable and there is not time for resolicitation or resolicitation would likely be futile, the procurement may then be conducted as a sole source procurement under sec. 040 of these procedures.

(b) If only one proposal is received in response to a request for proposals, the procurement officer may, as the officer deems appropriate, make an award, cancel the procurement, or if time permits, resolicit for the purpose of obtaining competitive sealed proposals.

Sec. 070. BID AND PERFORMANCE BONDS FOR SUPPLY CONTRACTS OR SERVICE CONTRACTS. Bid and performance bonds or other security may be required for supply contracts or service con-

XEROX

Xerox Order Agreement

This Xerox Order Agreement covers transaction(s) checked below and incorporates the terms and conditions attached hereto or referenced below.

- Installation Purchase of Equipment With Maintenance Term Lease Equipment Services Software License

Customer information form for STATE OF ALASKA, Legislative Affairs, Juneau, AK 99811.

Table with columns: Equipment Order Information, Equipment Purchase or Prepaid Software License, and Installment Purchase. Includes items like Xerox 1090, RDH, Finisher, Red/Enlg., Duplex, and 9400 XT with prices and deductions.

Complete This Section For Term Lease. Includes Term of Agreement (24, 36, 48, 60 months), Copy Allowance Period (Monthly, Semi-Annual, Annual), and Copy Allowance (125,000).

The interest payable for State/Local Government Installment Purchase or Term Lease subject to this order is \$11,657.20 at rate of N/A %.

Complete This Section For Equipment Services Or Maintenance Or Monthly Software License. Price Plan Description: HW FSMA, Initial Term: Annual, Billing Cycle: Monthly.

PURCHASE ORDER / CONTRACT INFORMATION. Includes Existing Equipment to be Replaced (9400 SN: 75901A156), Initial Supply Order Item (PrepaK, Dye Ink, Developer, Laser Lubo), and Customer Request Full Credit (No).

CUSTOMER MUST INITIAL TO ACKNOWLEDGE RECEIPT OF XEROX PRICE LIST, TERMS AND CONDITIONS AND OTHER DOCUMENTS DESIGNATED BELOW. Includes Xerox Price List, Maintenance Services Terms and Conditions, and other terms.

Customer and Xerox Corporation signature lines. Customer: Robert T. Olsen, Sales Rep Order Acknowledgement.

STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY  
PROCUREMENT PROCEDURES FORM

SOLE SOURCE APPROVAL AND JUSTIFICATION

THE UNDERSIGNED APPROVES THE AWARD OF A SOLE SOURCE CONTRACT/PURCHASE TO

\_\_\_\_\_ FOR \_\_\_\_\_  
(Contractor/Vendor) (Services/Purchase Item)

IN THE AMOUNT OF \_\_\_\_\_

FOR THE FOLLOWING REASONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED \_\_\_\_\_  
Procurement Officer  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY  
PROCUREMENT PROCEDURES FORM

AUTHORIZATION OF CONTRACT/PURCHASE

ON \_\_\_\_\_, 1988, a contract  
(DATE)

between \_\_\_\_\_  
(CONTRACTOR/VENDOR)

and \_\_\_\_\_ in the amount  
(LEGISLATIVE COMMITTEE, LEADERSHIP, DIVISION)

of \_\_\_\_\_ for the purpose of  
(AMOUNT)

\_\_\_\_\_ was authorized  
(DESCRIPTION OF WORK)

- by: (1) A majority of the \_\_\_\_\_ Committee whose  
signatures appear below, or
- (2) The Senate President or House Speaker whose signature appears  
below, or
- (3) The Chair of the Finance or Rules Committee whose signature  
appears below.

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

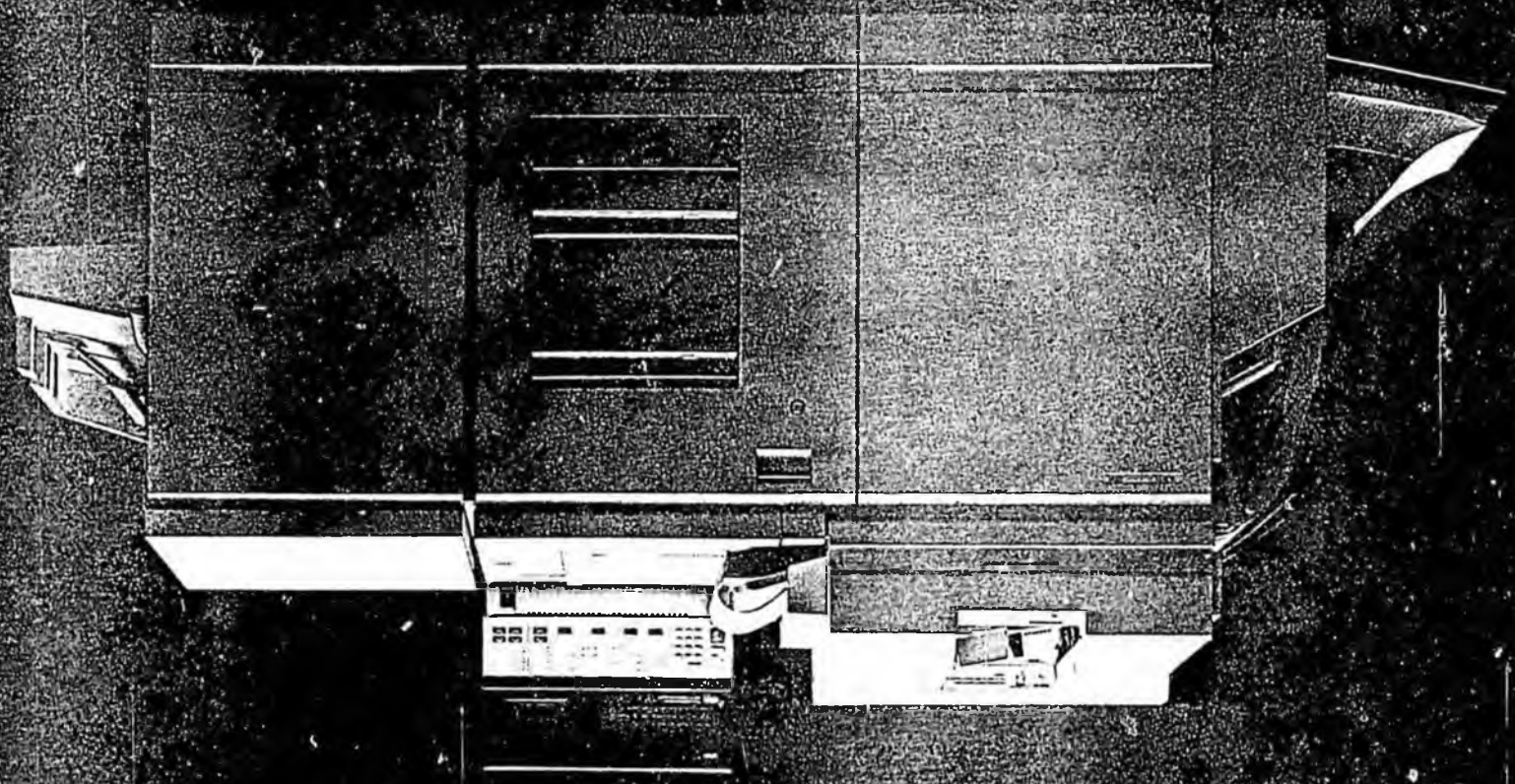
SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATED \_\_\_\_\_



**The Xerox 1090  
Marathon Copier**

**XEROX**

## The state of the art reaches a higher state

**The Feature You Can't Do Without** The 10 Series has quickly established itself as the most dependable line of copiers Xerox has ever offered. And, the 1090 actually betters the reliability rates of the first 10 Series copiers. Because, no matter how many talents the 1090 has, it's only as helpful as it is dependable.

**Faster Than A Speeding Deadline** At 92 copies per minute, the 1090 gives you the speed of a print-shop duplicator. When you add in all its other features, you'll see why the 1090 fits right in as a "point of need" high-volume copier, or as a "satellite" machine in a print shop or central reproduction department. It's been designed and engineered to clearly communicate its abilities to anyone wanting to use it. So you can have a 1090 wherever you need one.

**Universal Document Handler** Regardless of the kinds of copy jobs you do, the Universal Document Handler accepts practically any original you bring to the 1090. The Automatic Recirculating Document Handler accepts up to 75 originals at a time, in sizes from 8 x 10 to 8½ x 14, in 13-110 lb. weights. The Semi-Automatic Document Handler accepts single originals from 5 x 8 up to 11 x 17, in 9-110 lb. weights. The Computer Forms Feeder handles up to a 3" stack of fanfold at 46 sheets per minute.

**Print Shop Quality** Copy quality is monitored by microprocessors that automatically maintain that quality for extended periods of time. This quality is seen in the entire range of images the 1090 works with: light originals, blue inks, linework, solids, halftones and photos.

**Uninterrupted Productivity** The 1090 automatically switches between trays, so you can load either tray while you're running a job to gain continuous-run productivity.

**Reduction/Enlargement** This optional feature lets you scale originals down or up in 1% increments, anywhere from 64% to 155% of original size. Also, the 1090 chooses the best reduction/enlargement ratio for six different original sizes, two of which you can specify.

**All The Two-Sided Possibilities** The 1090 offers all the two-sided copying options automatically: 1-sided originals to 2-sided copies, 2-sided to 2-sided, and 2-sided to 1-sided, which is especially useful in creating overhead transparencies from 2-sided originals.

**Covers Front And Back** When you combine the two-sided copying option with automatic Cover Sheet insertion, Chapterization and Finishing (optional), you can give a polished, printed look to all your work — and have it ready for distribution in a few minutes. You can insert front or back covers, or both, and copy on one or both sides of them. With Variable Sheet insertion, you can use divider sheets to separate different copy jobs or different sections of a report. Chapterization lets you specify that each section or chapter of a two-sided document will start on a right-hand page.

**FYI** Touch the "i" button for step-by-step information on a variety of copy jobs. A Color Graphic display provides instantly understandable visual information on the copy job/situation at hand. Also, the 80-character Message Display has more than 500 messages that tell you the status of the copier and its functions, operating instructions, and maintenance information.

**Customized Programs** The 1090's microprocessors let you call up special features by touching the "P" button and the appropriate two-digit numbers. Features such as: variable image shift, accounting modulating non-standard fanfold sizes, advancing fanfold to copy or not copy specific pages, providing a pre-run sample copy, 21 different levels of copy contrast, storing pre-programmed jobs, Chapterization and Variable Sheet insertion, and customizing reduction/enlargement ratios. With Pre-Programmed Jobs, if you perform certain complex jobs frequently, you can program them just once and then call them back whenever needed.

**The Electronic Auditron** This can be used in one of two ways: In the Controlled Access Mode, you limit use of the 1090 to only those with a valid access number (625 numbers are available). In the Accounting Mode, you record all copier usage data for billing or chargeback purposes (for up to 2,500 accounts).

### Xerox 1090 Specifications

#### Copy Speed

92 copies per minute, first copy in 6 seconds.  
46 sheets per minute for computer forms.  
Quantity selector: 1 to 9,999.

#### Originals

RDH: 8 x 10 to 8½ x 14, in 13-110 lb. weights, up to 75 at a time.  
SADH: 5 x 8 to 11 x 17, in 9-110 lb. weights.  
Computer Forms feeder: Accepts 10- to 24-hole forms.  
Platen: Any size up to 11 x 17, including bulky documents.

#### Throughput

One-sided copying: 8 x 10½ to 8½ x 14, in 16-110 lb. weights.  
Two-sided copying: 8½ x 10½ to 8½ x 14, in 20-110 lb. weights.  
Plain bonds, colored stock, index stock, pre-printed forms, adhesive labels and transparencies.

#### Paper Supply

Tray 1: 1000 sheets (20 lb. stock)  
Tray 2: 500 sheets (20 lb. stock)  
Continuous run while loading.

#### Reduction/Enlargement (optional)

Variable in 1% increments from 64% to 155%.  
Automatic ratio selection for 6 original sizes.

#### Two-sided Copying (optional)

1-sided to 2-sided, 2-sided to 2-sided, 2-sided to 1-sided.  
Dedicated two-sided tray: 50-sheet capacity.

#### Finisher (optional)

Staples up to 50 sheets per set.  
30,000 staple capacity.  
One staple position (upper left corner).

#### Size and Weight

With Finisher/CFF: Width 90", Depth 35",  
Height 51", Weight 1325 lbs. (approx.)  
With Offset Catch Tray: Width 71", Depth 35",  
Height 51", Weight 1150 lbs. (approx.)

#### Electrical Requirements

Sole use of a 30 Ampere, 120/208 or 120/240 Volt source.

Xerox Corporation  
Xerox Square  
Rochester, New York 14644

XEROX® and 1090 are trademarks of XEROX CORPORATION.  
Product appearance, build, status, and/or specifications subject to change without notice. Printed in U.S.A. 2-85-600P15940



From the 914 Copier  
Into Tomorrow  
Twenty-Five  
Years of  
Innovation at  
Xerox

**CURRENT EQUIPMENT**

Xerox 9400VR duplicator with 24-bin sorter. Owned equipment currently under Full Service Maintenance. Months installed = 112

**CURRENT COSTS AND VOLUME**

164,408 copies per month (Last session avg)  
 \$1,508.30 (based on avg volume)

**FULL SERVICE MAINTENANCE**

Monthly Minimum \$696.00  
 Monthly Copy Allowance .0071 per copy

**LAST SESSIONS COSTS AND VOLUMES**

**9400 AND 1090** (on 5th floor)

	9400	1090
INSTALLMENT PURCHASE PAYMENT	N/A	\$1,365.00
	<b><u>FULL SERVICE MAINTENANCE</u></b>	
MONTHLY MINIMUM	\$696.00	\$978.00
AVG MONTHLY COPY VOLUME	185,400 copies per month	233,646 copies per month
MONTHLY COPY ALLOWANCE	50,000 copies per month	125,000 copies per month
<b>TOTAL MONTHLY COST</b>	<b>\$1,657.34</b>	<b>\$2,969.28</b>

2343.1  
 105

**PROPOSAL**

Trade-in the 9400 to a new 1090 like the one on the fifth floor of the capital building. The 1090 would give you more capabilities, better copy quality, increased dependability, and would not require a dedicated operator like the 9400

Xerox 1090(includes) ..... \$60,630.00  
 Universal Document Handler/Finisher  
 Variable Reduction & Enlargment  
 Automatic Duplex  
 LESS TRADE-IN ON XEROX 9400 ..... -13,000.00  
 LESS TRADE-IN BONUS ..... -6,000.00  
 OUTRIGHT PURCHASE PRICE ..... \$41,630.00

**XEROX EQUIPMENT EQUITY PLAN**  
**(8.5% FINANCING RATE)**

72 Months ..... \$740.10

INCLUDES 90 DAY WARRANTY

DELIVERY/INSTALLATION ..... \$436.00  
PRE-PACK OF FUSER LUBRICANT ..... \$19.00

FULL SERVICE MAINTENANCE

MONTHLY MINIMUM	\$978.00
MONTHLY COPY ALLOWANCE	125,000 copies per month
EXCESS COPY CHARGE	.0057 per copy

TOTAL MONTHLY COST  
BASED ON CURRENT VOLUME

Installment Purchase Payment ..... \$740.10  
Maintenance ..... \$978.00  
Excess Copies ..... \$344.28  
**TOTAL MONTHLY COST ..... \$2,062.38**



# Alaska State Legislature

Official Business

Pouch V  
State Capitol  
Juneau, Alaska 99811

## MEMORANDUM

January 15, 1988

To: Warren Endicott, Executive Director  
Legislative Affairs Agency

From: Representative Mike Navarre, Chairman  
House Rules Committee *MN*

Senator Dick Eliason, Chairman  
Senate Rules Committee *DE*

Subject: Copy Machine - 2nd floor Capitol Building

As you are well aware, the copy machine on the 2nd floor has been in need of replacement for the past few years. We have had a considerable amount of "down time" the past two sessions at this machine and I believe that the time has come to make the decision to replace the machine. (During the Special Session in July, this machine was an absolute nightmare!)

The copy machine operator was brought on early this session in order to get the machines working. This machine has had more "down time" than working time. Since it is used for the copying of amendments, etc. during the House and Senate floor sessions, it is imperative that we get this machine replaced in the near future. As you know, this is an extremely "high-stressed" working area and most of the jobs requested are by people who need them immediately (if not sooner). The House Chief Clerk and the Senate Secretary have both expressed their concerns and the necessity for replacing the old machine in a timely manner.

In talking with one of the repairmen on the machine, we can pretty much expect much of the same for the rest of the life of this machine. The physical size of this machine makes it extremely hard to work on and the repairmen are hesitant to pull the machine away from the wall which would make it easier to work on.

We feel that we have had extremely good luck with the Xerox brand machines located within the building and that the Xerox machine located on the 5th floor would be an appropriate machine for the 2nd floor. The physical size of the machine would be great for that area and the features included on that machine would enable the operator to get the "rush" jobs out

in a much more timely manner. Since the operators on the 2nd and 5th floors switch back and forth on the machines during flexed-lunch hours, weekends, and night sessions, we believe it would be in our best interest to have them operating one type of machine.

Thank you for looking into this matter for us.

cc: Miles Collins, Supply Officer  
Irene Cashen, Chief Clerk/House of Representatives  
Nancy Quinto, Senate Secretary/Alaska State Senate

MEETING

(1-21-87)

CALENDAR

PREPARATION

### 1987 Session Calendar

ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY
OPERATING BUDGET					
1) Subcommittee Work					
2) Full Committee Close-Outs				April 5 -- April 19	[Day 77 - 91]
3) Pass House				April 22	[Day 94]
4) Conference Committee				April 29 - May 14	[Day 101 - 116]
CAPITAL AND LOANS BUDGET Pass House				April 24	[Day 96]
HOUSE PRIORITY BILLS TO SENATE Pass House				April 3 -- April 8	[Day 75-80]
ADJOURNMENT					May 18 [Day 120]



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

Pouch V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

## RULES COMMITTEE MEETING

FEBRUARY 8, 1985

AGENDA: PREPARATION OF DAILY CALENDAR

### INDEX

- I. Memo from Rules Chairman regarding Daily Calendar
- II. Memo from Billy Berrier, Director  
Division of Legal Services dated 2/7/85

1-21-87

HB 6 - "  
Daily Calendar



Official Business

# Alaska State Legislature

## House of Representatives

### Committee on Rules

Pouch V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

#### MEMORANDUM

January 20, 1987

To: All Rules Committee Members

From: Representative Mike Navarre, Chairman  
House Rules Committee

Subject: Daily Calendar Preparation

I am looking forward to serving with you on the House Rules Committee. I am confident that we can work together towards a productive legislative session.

The purpose of this meeting is to formally request that each of you vote to delegate the duty to prepare the daily calendar to the Rules Chairman. As you can see by the attached memo from Billy G. Berrier, the previous Director of the Division of Legal Services, it has been customary for the House of Representatives to operate in this manner towards calendar preparation.

I would like to follow the same calendaring system which has served the House of Representatives for over twenty years. Due to the current 120-day session limit, I feel it is even more important to continue to operate under this system.

Thank you for your support.

ATTACHMENT

STATE OF ALASKA  
THE LEGISLATURE

LEGISLATIVE AFFAIRS AGENCY

POULLEY STATE CAPITOL  
JUNEAU ALASKA 99811  
907 453800

MEMORANDUM

February 7, 1985

SUBJECT: Daily Calendar

TO: Representative Mike W. Miller  
Chair, House Rules Committee

FROM: Billy G. ~~Miller~~ *Miller*  
Director  
Division of Legal Services

You have asked whether in our opinion the Rules Committee may delegate the duty to prepare the daily calendar to the Committee chair.

In my opinion it may.

Rule 18 of the Uniform Rules of the Alaska State Legislature provides:

RULE 18. DAILY CALENDAR. The Rules Committee of each house is responsible for the preparation of the daily calendar. Pending the printing of the calendar the contents of the calendar shall be announced or posted on the day preceding the next legislative day. Changes to a calendar or approval of a supplementary calendar may be authorized by a two-thirds vote of the members present. No business shall be transacted nor any measure considered that is not on the calendar. A bill may not be withdrawn from the Rules Committee but the house may order a bill in the possession of the Rules Committee to be placed on the calendar for the next legislative day by a majority vote of the full membership of the house.

The phrase used in this Rule is "The Rules Committee . . . is responsible for preparation of the daily calendar." In my opinion this usage allows delegation. For a parallel example Rule 3 (b) provides "The Rules Committee . . . is responsible for the selection and direction of the session staff . . ." Specific directions to the staff under the

Representative Mike Miller  
February 7, 1985  
Page 2

general direction of the Rules Committee is always delegated.

Had there been an intent to require the committee itself to perform the function, language such as "The Rules Committee. . . shall prepare . . ." would have been appropriate.

This construction is in accordance with the implied construction by the House. It is my understanding that the calendar has been prepared routinely without formal approval by the committee for many sessions.

Therefore in my opinion both the wording of the Rules and the customary construction by the body allow delegation of the power to prepare the daily calendar.

BGB:ojb  
J11/063

January 20, 1987

Implications involved in changing previous calendaring process:

^This would require a lot more work by the people in the Clerk's Office. Besides the addition of more input into the journal, it would require a lot of other needless paperwork for them.

^It would add a lot more work for my staff. Since these meetings would be held like a regular committee meeting, they would require taping and minutes would have to be taken. This would also involve the committee minute personnel putting all this information onto the computer.

^We would be required to meet at scheduled and unscheduled times in a formal fashion to sign committee reports which would then end up coming back to me to be calendared anyway. The Rules Committee has the power to override the Chairman at anytime, and because of this, I do not feel it would be necessary to meet on and sign committee reports just for the formality of the process.

^In many cases, we would be signing committee reports for bills we do not even have in the Rules Committee. For instance, if something passes out of committee on Friday afternoon and doesn't get read across the floor, we would be signing committee reports which haven't been formally referred to Rules.

THIS PUBLICATION HAS BEEN REMOVED FROM THIS FILE TO SAVE SPACE.  
IT IS AVAILABLE THROUGH OTHER LIBRARIES THROUGHOUT THE STATE.

**UNIFORM RULES**

**ALASKA**

**STATE LEGISLATURE**

ADOPTED 1981

by the

TWELFTH LEGISLATURE - FIRST SESSION

AS AMENDED 1985

BY THE

FOURTEENTH LEGISLATURE - FIRST SESSION

Legislative Affairs Agency

HB

B



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

HOUSE RULES COMMITTEE MEETING  
FRIDAY, MAY 7, 1987  
8:00 a.m. - Capitol, Room 208

AGENDA:

CSHB 3 (Judiciary) - "An Act relating to the private sale and  
consignment of art."  
(Representative Gruenberg)

I N D E X

- I. Memo/May 7, 1987 to House Rules Cmte. from Rep. Gruenberg
- II. Proposed version CSHB 3 (RULES) - \*with changes marked
- III. CSHB 3 (Judiciary)
- IV. Letter/April 17, 1987 to Rep. Gruenberg, re: CSHB 3 (Jud)
- V. Fiscal Note HB 3 published 2/13/87

# State of Alaska

House Majority Leader

COMMITTEES

HOUSE HEALTH, EDUCATION  
AND SOCIAL SERVICES  
HOUSE JUDICIARY  
HOUSE RULES



Representative Max F. Gruenberg, Jr.  
District 11  
Spenard, Upper Midtown Anchorage

P.O. BOX V  
JUNEAU, ALASKA 99811  
(907) 465-3718  
465-4968/4986

914 CLAY COURT  
ANCHORAGE, ALASKA 99503  
(907) 276-6844

## MEMORANDUM

DATE: May 7, 1987

TO: Members of the House Rules Committee

FROM: Max F. Gruenberg, Jr. *MF*

RE: CSHB 3 (Judiciary), "An Act Related to the Sale and Consignment of Art."

HB 3 was adapted from two New York statutes that were passed in 1966. This bill is intended to protect Alaskan artists. It provides that art work delivered to an art dealer for sale constitutes a trust in the legal sense. The bill also guarantees that the right of reproduction is not transferred with the artist's transfer of the work of art itself, unless there's a specific agreement to that effect.

This bill is based on HB 517 which passed the House last session, but died in the Senate Rules Committee.

The need for the proposed amendment was brought to our attention by the Alaska Museum Association. The present language requires that the purchaser of a work of art get a written agreement from the artist to display the artwork publicly. The proposed amendment will eliminate this requirement, allowing the owner to display the artwork or permit a museum to do so, without asking the artist.

5-0117L ✓  
Ford  
5/7/87

Original sponsors: Gruenberg, Goll,  
Larson, et al.

yellow = add  
green = delete

1 IN THE HOUSE BY THE RULES COMMITTEE

2 CS FOR HOUSE BILL NO. 3 (Rules)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FIFTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the private sale and consignment  
7 of works of art."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 \* Section 1. AS 45.02.326(e) is repealed and reenacted to read:

10 (e) When an artist delivers a work of art to an art dealer as  
11 described in AS 45.67.010, the art dealer shall prominently display a  
12 sign stating substantially, "Works of art for sale are on consign-  
13 ment." Works of art on consignment are not subject to the claims of  
14 the art dealer's creditors.

15 \* Sec. 2. AS 45 is amended by adding a new chapter to read:

16 CHAPTER 67. ARTISTS AND WORKS OF ART.

17 Sec. 45.67.010. ARTISTS AND ART DEALER RELATIONSHIPS. (a) When  
18 an artist delivers or causes to be delivered a work of art of the  
19 artist's own creation to an art dealer for the purpose of sale, or  
20 exhibition and sale, on a commission, fee, or other basis of compen-  
21 sation, the acceptance of the work of art by the art dealer is a  
22 consignment, and

23 (1) the art dealer is, with respect to the work of art, the  
24 agent of the artist;

25 (2) the work of art is trust property in the hands of the  
26 art dealer for the benefit of the artist;

27 (3) proceeds from the sale of the work of art are trust  
28 funds in the hands of the art dealer for the benefit of the artist;  
29 and

1 (4) the dealer shall transmit the proceeds to the artist  
2 within 30 days of the sale of the work of art.

3 (b) A work of art initially received as a consignment remains  
4 trust property notwithstanding the subsequent purchase of the artwork  
5 by the art dealer directly or indirectly for the art dealer's own  
6 account until the consignment price due to the artist is paid in full.  
7 The trusteeship continues until the fiduciary obligation of the art  
8 dealer with respect to the transaction is discharged in full.

9 Sec. 45.67.020. WAIVER. (a) A provision of a contract or  
10 agreement whereby the artist waives a provision of AS 45.67.010 is  
11 void except as provided in this subsection. An artist may waive the  
12 provisions of AS 45.67.010 if the waiver is clear, conspicuous, and  
13 agreed to in writing by the artist. A waiver under this subsection is  
14 not valid with respect to the proceeds of a work of art initially  
15 received as a consignment but subsequently purchased by the art dealer  
16 directly or indirectly for the art dealer's own account.

17 (b) A waiver under (a) of this section may not inure to the  
18 benefit of the art dealer's creditors in a manner that is inconsis-  
19 tent with the artist's rights under AS 45.67.010.

20 Sec. 45.67.030. RETURN TO ARTIST. Unless the artist and art  
21 dealer have otherwise agreed in writing, the art dealer shall return  
22 an unsold work of art on demand of the artist.

23 Sec. 45.67.040. APPLICABILITY, The provisions of AS 45.67.010,  
24 45.67.020, and 45.67.030 may not be construed to have an effect upon a  
25 written or oral contract or arrangement in existence on the effective  
26 date of this section, except by the mutual written consent of the  
27 parties.

28 Sec. 45.67.050. RIGHT TO REPRODUCE WORKS OF ART. (a) When a  
29 work of art is sold or otherwise transferred by or on behalf of the

1 artist who created it, or the heirs or personal representatives of the  
2 artist, the right of reproduction is reserved to the grantor until it  
3 passes into the public domain by act or operation of law, unless the  
4 right is sooner expressly transferred by an instrument, note, or  
5 memorandum in writing signed by the owner of the right or an author-  
6 ized agent of the owner.

7 (b) When an exclusive or nonexclusive conveyance of a right of  
8 reproduction or right to public display is made by the holder of the  
9 right, <sup>add: ^</sup> or the holder's authorized agent, ownership of the physical art  
10 work is presumed to remain with and be reserved to the grantor unless  
11 expressly transferred in writing signed by the grantor or the  
12 grantor's authorized agent.

13 (c) This section may not be construed to prohibit the fair use  
14 of a work of art or to conflict with federal copyright law.

15 Sec. 45.67.100. DEFINITIONS. In this chapter, unless the con-  
16 text otherwise requires,

17 (1) "art dealer" means a person engaged in the business of  
18 selling works of art, other than a person exclusively engaged in the  
19 business of selling goods at public auction;

20 (2) "artist" means the creator of a work of art or, if  
21 deceased, the heirs or personal representatives of the creator;

22 (3) "consignment" means that no title to or estate in the  
23 goods or right to possession superior to that of the consignor vests  
24 in the consignee, notwithstanding the consignee's power or authority  
25 to transfer and convey, to third person, all of the right, title and  
26 interest of the consignor, in and to the goods;

27 (4) "creditor" has the meaning given in AS 45.01.201;

28 (5) "right of reproduction" means a right to reproduce,  
29 prepare derivative works of, <sup>delete: v [or public display]</sup> or distribute copies of a work of art;

1 (6) "work of art" means a painting, sculpture, drawing,  
2 work of graphic art, photograph, or craft work, in any medium.  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29



April 17, 1987

Representative Max F. Gruenberg, Jr.  
 Post Office Box V  
 Juneau, Alaska 99811

Dear Representative Gruenberg:

I am writing to comment on CS for HB 3. While I am generally in support of this legislation, the definitions of "right of reproduction" (p 3, line 28+) concern me. By including "publicly display" and not qualifying it, you may be unnecessarily restricting museums from exhibiting works they purchase.

After speaking with Mark Handley, I understand that the intent is to manage film or video images of the work. This needs to be clarified. There are unwritten expectations that museums will, at some time, exhibit what they own. Requiring permission from the owner or artist to do this would restrict museums from carrying on business as usual.

I urge you to specify what the intent in "publicly display" is so that we can feel confident that museums, whose purposes are education and public service, are not adversely affected by this bill. Then we can support it.

Sincerely,

Roxana Adams, President  
 Museums Alaska

STATE OF ALASKA 1987 LEGISLATIVE SESSION  
FISCAL NOTE

REQUEST: \_\_\_\_\_

Bill Version: HB 3  
Publish Date: HOUSE 2/13/87

Revision Date: \_\_\_\_\_

Agency Affected: Department of Law

Title: "An Act relating to the private sale and consignment of works of art."

BRU: Legal Services

Sponsor: Repr. Gruenberg

Components: Operations

Requestor: House Labor and Commerce

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Please see attached analysis.

*Richard I. Pegues*

Prepared by: Richard I. Pegues, Director

Phone: 465-3672

Division: Administrative Services  
*Ronald W. Lorensen*

Date: 1/21/87

Approved by Commissioner: Acting Attorney General

Date: 1/21/87

Agency: Department of Law

- Distribution (by preparer):
- Legislative Finance
  - Legislative Sponsor
  - Requestor
  - Office of Management and Budget
  - Impacted Agency(ies)
  - Senate Secretary

CONTINUATION of FISCAL NOTE ANALYSIS

No. 1

For Bill/Resolution No. HB 3

2/13/87

This bill sets out some of the property rights of artists, providing for the sale and consignment of works of art under Title 45. The bill, which adds a new Chapter to this Title, does not contain penalty provisions. Any disputes arising from the provisions of the bill would be civil matters between private parties and would not involve the Department of Law.

H B

Z 8

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y - STATE CAPITOL  
JUNEAU, ALASKA 99811  
907-465-3800

LEGISLATIVE AFFAIRS AGENCY  
LEGISLATIVE REFERENCE LIBRARY

May, 1988

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

Mary Van Nimwegen

*House Rules:*

*March 29, 1988*



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

## AGENDA - HOUSE RULES COMMITTEE MEETING

TUESDAY, MARCH 29, 1988

8:00 A.M. - ROOM 208

HB 28 - "An Act relating to municipal penalties for prostitution and promoting prostitution."

### INDEX

- I. MEMO - DATED MARCH 18, 1988 TO REP. NAVARRE FROM REP. DONLEY
- II. PROPOSED VERSION CSHB 28 (RULES)  
WORKDRAFT #0185N - DATED MARCH 28, 1988
- III. CSHB 28 (RULES) ANALYSIS DATED MARCH 11, 1988 TO REP. DONLEY FROM JACK CHENOWETH, LEGISLATIVE COUNSEL
- IV. CSHB 28 (JUDICIARY)
- V. CSHB 28 (C&RA)
- VI. FISCAL NOTE

# REPRESENTATIVE DAVE DONLEY

ALASKA STATE LEGISLATURE

P.O. BOX V, JUNEAU 99811

DISTRICT ELEVEN • SPENARD

(907) 465-3892

NORTHWOOD • SPENARD • THOMPSON • TURNAGAIN • UPPER MIDTOWN • WINDEMERE



CHAIRMAN  
LABOR AND COMMERCE  
COMMITTEE

MEMBER  
STATE AFFAIRS COMMITTEE  
HEALTH, EDUCATIONAL  
AND SOCIAL SERVICES COMMITTEE

DATE: March 18, 1988

TO: Representative Mike Navarre, Chair

FROM: Representative Dave Donley *DB*

SUBJECT: HB 28, Municipal Penalties for Prostitution and Promoters of Prostitution.

In the last two weeks I have been developing support necessary for passage of HB 28 on the floor and I have received several requests that I make a minor change. Accordingly I requested revisions to the bill that would require local governments who choose to adopt mandatory minimums to make them effective also against the promoters and solicitors of prostitution.

When making this request the drafter came across some technical changes that should be made and suggested that it be done in the Rules Committee instead of on the floor of the house ( see attached memo from Jack Chenoweth) due to complications of rearranging the sections of the bill.

I would request that you schedule a Rules Committee hearing to review and hopefully adopt the attached draft committee substitute.

Thank you for your consideration.

**II.**5-0185N ·  
Chenoweth  
3/28/88

Original sponsors: Donley, Gruenberg  
and Zawacki

1 IN THE HOUSE

BY THE RULES COMMITTEE

2 CS FOR HOUSE BILL NO. 28 (Rules)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FIFTEENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to municipal penalties for prostitu-  
7 tion and promoting prostitution."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 \* Section 1. AS 29.25.070 is amended by adding a new subsection to  
10 read:

11 (e) A municipality that prohibits prostitution by ordinance may  
12 prescribe a penalty requiring a court to impose a minimum sentence of  
13 imprisonment of up to three days for a first conviction, 10 days for a  
14 second conviction, and 30 days for a third or subsequent conviction,  
15 and a fine not to exceed \$1,000. The provisions of this subsection do  
16 not apply unless the municipality's ordinance prohibiting prostitution

17 (1) includes all conduct prohibited by AS 11.66.100 - 11.-  
18 66.150; and

19 (2) defines prostitution as including the payment or agree-  
20 ment to pay a fee in exchange for sexual conduct.

21 \* Sec. 2. AS 29.25 is amended by adding a new section to read:

22 Sec. 29.25.080. STATE'S COSTS. A municipality that adopts an  
23 ordinance providing for a minimum sentence of imprisonment for prosti-  
24 tution under AS 29.25.070(e) shall reimburse the state for actual  
25 costs incurred by the court system and the Department of Corrections  
26 as a result of the ordinance.

27 \* Sec. 3. AS 29.10.200 is amended by adding a new paragraph to read:

28 (49) AS 29.25.070(e) (municipal penalties for prostitution  
29 and promoting prostitution)

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y STATE CAPITOL  
JUNEAU ALASKA 99811  
907 465 3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

March 11, 1988

SUBJECT: HB 28, relating to municipal penalties for prostitution and promoting prostitution

TO: Representative Dave Donley

FROM: Jack Chenoweth  
Legislative Counsel

The last printed version of this bill is CSHB 28 (Judiciary). My instructions from Mark Begich were to provide an amendment to direct that a municipality that opts to take advantage of the provisions newly-added by CSHB 28 (Judiciary) must adopt an ordinance that includes (1) the state's definition of prostitution and (2) provisions including promotion of prostitution sufficiently broad to cover promoters and solicitors (or, as it came to me, "pimps" and "johns") within the criminal definition and penalties. I was also instructed to ensure that the amendment was binding on home rule municipalities, that is, municipalities like Anchorage, Juneau, Sitka, and other cities and boroughs that operate under a home rule charter.

The "pimps and johns" provision already appears in CSHB 28 (Judiciary): the "pimps" provision is addressed in state law in the "promoting prostitution" provisions of AS 11.66.110 - 11.66.130; the "johns" provision is addressed in the amendatory language that speaks to "paying or agreeing to pay a fee . . ."

This is legislation carried over from the first session. While preparing the amendment, I reviewed the structure of HB 28 and CSHB 28 (Judiciary). Because the new provisions of section 1 of CSHB 28 (Judiciary) are specific to the crime of prostitution, in my view they should not have been incorporated into existing AS 29.25.070(a), the subsection generally applicable to prescribe general penalties for the violation of municipal ordinances. The subject of the additions that you have proposed being specific to one

Representative Dave Donley  
Page 2  
March 11, 1988

crime--or one general criminal topic--should have been broken out and made a separate subsection.

Additionally, as I have noted to Mark, there has been an intervening amendment to AS 29.25.070(a) since the report of CSHB 28 (Judiciary) in the first session. Consequently, the statement of current law appearing in AS 29.25.070(a) that now appears in CSHB 28 (Judiciary), and to which amendment is made, is no longer correct.

Finally, because of the specific change you have requested, the home rule binder provisions of article X, section 11 and the municipal code (AS 29) become applicable. As CSHB 28 (Judiciary) is drafted, a municipality may take advantage of the mandatory minimum sentence of imprisonment provisions. Now, because you direct a change to require a municipality that wants to take advantage of the mandatory minimum sentence provisions to have an ordinance with certain content, the drafting strategy is to say that a municipality may use the mandatory minimum sentence provision only if, or, more accurately, may not use the mandatory minimum sentence provision unless, it conforms its criminal ordinance as the state statute prescribes. The switch from "may" to "may not" means that the statute becomes a prohibition on a municipality's taking action that is inconsistent with the statute's provisions. Under case decisions and current law (AS 29.10), prohibitions are only applicable to home rule municipalities if specifically indicated, either in the body of the provision or incorporated into the home rule binder section, AS 29.10.200. As a matter of drafting practice, this office always adds the applicable provision into the home rule binder provision.

However, because of the original drafting strategy combining the original language of AS 29.25.070(a) covering general municipal penalties with the proposed new material covering municipal penalties for prostitution and promotion of prostitution, I cannot bind only the new material in bill section 1 of CSHB 28 (Judiciary) without also binding in what is already there, and that is neither your intent, nor is it necessary.

For all the above reasons, as this bill advances, it would benefit from an overhaul.

I am transmitting a pair of draft Rules Committee Substitutes. The version designated "5-0185X" is not legally

Representative Dave Donley  
Page 3  
March 11, 1988

different than CSHB 28 (Judiciary): it merely establishes the underlined language of CSHB 28 (Judiciary) as a new subsection, subsection (e). The version designated "5-0185N" begins with the "X" version and adds, through the use of the phrase "do not apply unless" (page 1, lines 15 and 16), the "pimps and johns" provision and, in bill section 3, the home rule binder provision.

Since you may not be disposed to carry a Rules CS, I am also transmitting an amendment to CSHB 28 (Judiciary). In this amendment, I have abandoned any further effort to work in AS 29.25.070(a), have established a new subsection (e), have drafted into the bill, through use of the phrase "do not apply unless", the requested "pimps and johns" provision, and have incorporated the home rule binder.

The Rules CS approach--either version--may be preferable to trying to explain so radical an amendment on the floor, and I'd encourage you to consider it.

The presence of an intervening amendment, abandonment of the original drafting strategy, and introduction of home rule principles combine to make this tough to explain. Please contact me with any questions.

Enclosure

JBC:gc  
WKG2:48

STATE OF ALASKA 1987 LEGISLATIVE SESSION  
FISCAL NOTE

REQUEST: \_\_\_\_\_  
Revision Date: \_\_\_\_\_  
Title: "An Act relating to municipal penalties for prostitution."  
Sponsor: Repr. Donley  
Requestor: House Community and Reg. Affs.

Bill Version: CSHB 28(C&RA)  
Publish Date: HOUSE 2/6/87

Agency Affected: Department of Law  
BRU: Prosecution  
Components: \_\_\_\_\_

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 87	FY 88	FY 89	FY 90	FY 91	FY 92
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Please see attached analysis.

Prepared by: Richard F. Pegues, Director Phone: 465-3672  
Division: Administrative Services Date: 1/21/87  
Ronald W. Lorenson  
Approved by Commissioner: Acting Attorney General Date: 1/21/87  
Agency: Department of Law

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)
- Senate Secretary

## CONTINUATION of FISCAL NOTE ANALYSIS

For Bill/Resolution No. CSHB 28(C&RA) Page 2 of 2 2/6/87

This bill amends AS 29.25.070(a) by providing that municipalities may, under local ordinance, prescribe penalties for prostitution that require a court to impose a minimum sentence equal to the maximum penalty allowed by existing statute, or a \$1,000 fine and imprisonment for 90 days. In this respect, the bill appears to encourage municipalities to seek the maximum allowable penalty in all instances.

Prosecution of municipal ordinance violations is a local responsibility, and such prosecution is not handled by the Department of Law. Consequently, enactment of this bill will not have a fiscal impact on the Department of Law.

The cost of imprisoning violators of municipal ordinances, in state corrections institutions, is reimbursed to the state by the respective municipalities. This reimbursement includes normal, day-to-day operating costs and a pro rata share of lease costs, where the state is using a leased facility. The reimbursement does not, however, include any charge for the state's capital expenses in building and furnishing new corrections facilities. To the extent that encouraging maximum periods of imprisonment may contribute to prison overcrowding, the unreimbursed expense to the state may be very great. This issue should be addressed by the Department of Corrections in a separate fiscal note.

HB

43



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

HOUSE RULES COMMITTEE MEETING

FRIDAY, MARCH 27, 1987

7:00 A.M. - CAPITOL ROOM 208

## A G E N D A

CSHB 43 (Judiciary) - "An Act relating to return transportation for workers."

(Representative Donley)

HCR 12 - Proposing amendments to Rule 23 of the Uniform Rules of the Alaska State Legislature relating to committee meetings.

(By the Rules Committee)



Official Business

# Alaska State Legislature

House of Representatives

Committee on Rules

P. O. Box V  
Juneau, Alaska 99811

Phone:  
(907) 465-3764  
465-3765

HOUSE RULES STANDING COMMITTEE MEETING  
FRIDAY, MARCH 27, 1987  
7:00 A.M. - CAPITOL, ROOM 208

CSHB 43(JUD) - "An Act relating to return transportation for workers."  
(Representative Donley)

## I N D E X

- I. Letter to Rep. Navarre, Chairman - House Rules Committee  
dated: March 26, 1987
- II. Proposed CSHB 43(RULES)
- III. CSHB 43(Judiciary)
- IV. CSHB 43(Labor and Commerce)
- V. ALASKA STATUTE REFERENCE ON HB 43
- VI. Fiscal Notes - Department of Labor - Zero  
Department of Administration - Zero with analysis
- VII. Bill History - House Journal References & Committee Minutes

# REPRESENTATIVE DAVE DONLEY

ALASKA STATE LEGISLATURE  
DISTRICT ELEVEN • SPENARD

PO. BOX V, JUNEAU 99811  
(907) 465-3892



CHAIRMAN  
LABOR AND COMMERCE  
COMMITTEE

MEMBER  
STATE AFFAIRS COMMITTEE  
HEALTH, EDUCATIONAL  
AND SOCIAL SERVICES COMMITTEE  
INTERNATIONAL TRADE  
SUB-COMMITTEE

March 26, 1987

## M E M O R A N D U M

To: Representative Mike Navarre, Chair  
House Rules Committee

From: Representative Dave Donley

Re: Request for Rules Committee CS for HB 43

I am writing to request that the House Rules Committee adopt a Committee Substitute that changes the title of CS HB 43 (Judiciary).

The current title for CSHB43(Jud) reads: "An act relating to return transportation for workers". The title change I am requesting would read: "An act relating to return transportation for workers and requiring payment of return transportation costs for workers hired from outside the State".

HB 43 makes three significant changes from current law: 1) requires an employer to notify a worker of their right to return transportation, 2) puts a one limit on that right and 3) requires an employer to pay return transportation costs for a worker hired from outside the state, regardless of whether the employer paid transportation costs to the job site.

I believe it is important to reflect the essential changes to current law in the title for HB 43.

I understand that a House Rules Committee meeting has been scheduled for 7:00 a.m. on Friday, March 27. If I am unable to attend personally, my assistant Ginger Baim will be available to answer any questions.

Thanks for your consideration of this request.

Original sponsors: Donley, Koponen  
and Davidson

1 IN THE HOUSE

BY THE RULES COMMITTEE

2 CS FOR HOUSE BILL NO. 43 (Rules)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FIFTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to return transportation for workers  
7 *added:* and requiring payment of return transportation costs  
8 for workers hired from outside the state."

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

10 \* Section 1. AS 23.10.380(a) is repealed and reenacted to read:

11 (a) An employer shall furnish a person entitled to transporta-  
12 tion under this section with return transportation to the place of  
13 hire from which transportation was furnished or financed, to the  
14 person's place of residence at the time of hire, or to a destination  
15 agreed upon by the parties at the termination of employment if

16 (1) the employment terminated within one year after the  
17 person's first day of employment with the employer in the state;

18 (2) the department determines that the termination of  
19 employment was for a good and sufficient cause beyond the control of  
20 the person, or if the contract of employment or a renewal of the  
21 contract terminates; and

22 (3) the person or the department requests return transpor-  
23 tation within 45 days after the termination of employment.

24 \* Sec. 2. AS 23.10.380 is amended by adding new subsections to read:

25 (c) An employer who agrees to hire a person shall notify the  
26 person of the person's rights to transportation under this section.  
27 The notice shall be given in writing to the employee or by posting.

28 (d) A person is entitled to return transportation rights under  
29 this section if

1           (1) an employer furnished, financed, agreed to furnish or  
2 finance, or in any way provided transportation for the person from the  
3 place of hire to a point inside or outside the state to employ the  
4 person; or

5           (2) the person was located outside the state when the em-  
6 ployer agreed to employ the person for work inside the state and the  
7 person has not established residency in the state after agreeing to  
8 work for the employer.

9       \* Sec. 3. AS 23.10 is amended by adding a new section to article 5 to  
10 read:

11           Sec. 23.10.402. DEFINITION. In AS 23.10.375 - 23.10.402 "em-  
12 ployer" means a person who employs at least one other person and  
13 includes the state and a political subdivision of the state.

14       \* Sec. 4. The amendments proposed by this Act apply to persons hired on  
15 or after the effective date of this Act.

TITLE 23.  
Labor and Workers' Compensation.  
CHAPTER 10.  
Employment Practices and Working Conditions.  
ARTICLE 5.  
Transportation of Employees.  
Sec. 23.10.375.

POLICY.  
The welfare of the state demands that adequate provision be made for financing the return transportation of certain persons to their place of recruitment inside and outside the state upon termination of employment.  
(ch 67 SLA 1949)

TITLE 23.  
Labor and Workers' Compensation.  
CHAPTER 10.  
Employment Practices and Working Conditions.  
ARTICLE 5.  
Transportation of Employees.  
Sec. 23.10.380.

RIGHT TO RETURN TRANSPORTATION.

(a) An employer who furnishes, finances, agrees to furnish or finance, or in any way provides transportation for a person from the place of hire to a point inside or outside the state to employ the person shall provide the person with return transportation to the place of hire from which transportation was furnished or financed, or to a destination agreed upon by the parties, with transportation to be furnished or financed

(1) on or after the termination of employment for a cause considered good and sufficient by the department, beyond the control of the person, or on or after the termination of the contract of employment or a renewal of the contract; and

(2) upon the request of the person or the department made within 45 days after the termination of employment.

(b) Upon the termination of employment the subsistence of the employee may not continue longer than 10 days after the termination or until transportation is available, whichever occurs first.

(Sec. 1 ch 67 SLA 1949; am sec. 1 ch 136 SLA 1959; am sec. 1 ch 164 SLA 1960)

TITLE 23.  
Labor and Workers' Compensation.  
CHAPTER 10.  
Employment Practices and Working Conditions.  
ARTICLE 5.  
Transportation of Employees.  
Sec. 23.10.395.

ORDERS AND REGULATIONS.  
The department may issue orders and adopt regulations necessary to carry out AS 23.10.375 23.10.400.  
(Sec. 4 ch 67 SLA 1949)

TITLE 23.  
Labor and Workers' Compensation.  
CHAPTER 10.  
Employment Practices and Working Conditions.  
ARTICLE 5.  
Transportation of Employees.  
Sec. 23.10.400.

PENALTY.  
An employ~~ee~~ who violates AS 23.10.375 - 23.10.400 is, in addition to any civil liability, guilty of a misdemeanor and upon conviction is punishable by a fine of not more than \$1,000.  
(Sec. 3 ch 67 SLA 1949)

TITLE 23.  
Labor and Workers' Compensation.  
CHAPTER 10.  
Employment Practices and Working Conditions.  
ARTICLE 5.  
Transportation of Employees.  
Sec. 23.10.385.

ENFORCEMENT BY CIVIL ACTION.  
(a) The department may take a written assignment of a right of action provided by AS 23.10.380, and may prosecute the action. The department may join various employees in one claim and in case of suit may join them in one action.  
(b) The general provisions of law respecting wage collection suits brought by the department in behalf of employees apply in an action brought under this section.  
(Sec. 2 ch 67 SLA 1949)

TITLE 23.  
Labor and Workers' Compensation.  
CHAPTER 10.  
Employment Practices and Working Conditions.  
ARTICLE 5.  
Transportation of Employees.  
Sec. 23.10.390.

CONSTRUCTION OF CONTRACTS.  
AS 23.10.375 - 23.10.400 are considered a part of every contract of hire involving transportation of an employee to and from this state or from one part of the state to another.  
(Sec. 2(a) ch 67 SLA 1949)