

ALASKA LEGISLATURE COMMITTEE FILES 1999-2000 8672

9994 HOUSE RULES

LEGAL SERVICES

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MEMORANDUM

May 7, 1999

SUBJECT: HCS CSSB 141(RLS) (Work Order No. 21-LS0827\S)

TO: Representative John Cowdery, Chair
House Rules Committee
Attn: Marco

FROM: Theresa Bannister
Legislative Counsel 

This memo accompanies a draft of the bill described above. Please be aware of the following issues present in the bill.

1. Title expression problem. The bill may violate the expression requirement of art. II, sec. 13 of the state constitution. Even though sec. 6 authorizes procuring on a "design-build construction contract basis," the inclusion of "design-build construction contract" in the title may be considered misleading because "design-build construction contract" does not normally connote an operating contract, and that appears to be involved in the contract to be procured under sec. 6. The court has been reluctant to find a violation of art. II, sec. 13, and I do not know whether the court would consider this problem to be substantial and plain enough to constitute a violation of the expression requirement. However, I advise either (1) changing the bill's title and filing a concurrent resolution to allow suspension of the uniform rules to do this in the second house, or (2) placing the sec. 4, ch. 15, SLA 1998 amendment in its own bill.
2. Local and special issue. Sec. 6 of the bill raises a local and special issue under art. II, sec. 19 of the state constitution, primarily because of its connection with sec. 4, ch. 15, SLA 1998. How a court would ultimately rule on this issue is unclear. Sec. 4, ch 15, SLA 1998 does appear to address a matter of statewide concern, and the Fort Greely correctional facility situation does appear to have some unique features that may make it inappropriate for general legislation. However, because the issue depends so much on the specific facts of the case, it is not really possible to predict whether the approach taken by sec. 4, ch. 15, SLA 1998, as amended by sec. 6 of the bill, would be considered to bear a fair and substantial relationship to legitimate state purposes for the legislation.

If I may be of further assistance, please advise.

TLB:glc
99-249.glc

Attachment

- Delete Section #6
- Adopt letter of intent (see attached)
- no title change resolution

HOUSE CS FOR CS FOR SENATE BILL NO. 141(JUD)

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-FIRST LEGISLATURE - FIRST SESSION

BY THE HOUSE JUDICIARY COMMITTEE

Offered:
Referred:

Sponsor(s): SENATOR LEMAN BY REQUEST

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to construction contracts and subcontractors; relating to design-
2 build construction contracts; and providing for an effective date."

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

4 * Section 1. AS 36.30.115(b) is amended to read:

5 (b) A construction contractor or the [THE] apparent low bidder for a
6 construction contract may replace a listed subcontractor if the subcontractor

7 (1) fails to comply with AS 08.18; *CONSTRUCTION CONTRACTORS*
title page only

8 (2) files for bankruptcy or becomes insolvent;

9 (3) fails to execute a contract with the construction contractor or
10 bidder involving performance of the work for which the subcontractor was listed and
11 the construction contractor or bidder acted in good faith;

12 (4) fails to obtain bonding;

13 (5) fails to obtain insurance acceptable to the state;

14 (6) fails to perform the contract with the construction contractor or

1 bidder involving work for which the subcontractor was listed;

2 (7) must be substituted in order for the [PRIME] contractor to satisfy
3 required state and federal affirmative action requirements;

4 (8) refuses to agree or abide with the [BIDDER'S] labor agreement of
5 the construction contractor or bidder; or

6 (9) is determined by the procurement officer not to be a responsible
7 subcontractor.

8 * Sec. 2. AS 36.30.115 is amended by adding new subsections to read:

9 (f) In addition to the circumstances described in (b) of this section, a
10 construction contractor may request permission from the procurement officer to add
11 or replace a listed subcontractor. The request must be in writing, specifically detailing
12 the basis for the request, and include appropriate supporting documentation. The
13 procurement officer shall approve the request if the procurement officer determines in
14 writing that the requested addition or replacement is in the best interest of the state.

15 (g) The requirements of this section do not apply to a design-build construction
16 contract.

17 (h) In this section, "construction contractor" means a person who enters into
18 a construction contract with an agency.

19 * Sec. 3. AS 36.30.210(b) is amended to read:

20 (b) An offeror for a construction contract shall submit evidence of the offeror's
21 registration under AS 08.18. A request for sealed proposals for a construction
22 contract, except a design-build construction contract, must require the offeror, no
23 later than five working days after the proposal that is the most advantageous to the
24 state is identified, to list subcontractors the offeror proposes to use in the performance
25 of the construction contract. The list must include the information required under
26 AS 36.30.115(a). The provisions of AS 36.30.115(b) - (g) that apply to a
27 construction contractor or an apparent low bidder [AS 36.30.115(b) - (e)] apply
28 to offerors submitting competitive sealed proposals for construction contracts, except
29 design-build construction contracts.

30 * Sec. 4. AS 36.30.210 is amended by adding a new subsection to read:

31 (f) In this section, "construction contractor" has the meaning given in

DEFINITIONS

1 AS 36.30.115.

2 * Sec. 5. AS 36.30.990 is amended by adding a new paragraph to read:

3 (23) "design-build construction contract" means a contract to provide
4 construction in accordance with a design provided by the contractor.

5 * ~~Sec. 6.~~ Section 4(c), ch. 15, SLA 1998, is amended by adding a new paragraph to read:

6 (4) the agreement to lease must provide a fixed rate for each bed day,
7 adjusted annually during the term of the lease according to an appropriate index; the
8 fixed rate for the first year of the lease must include all capital and operating costs and
9 may not exceed \$70 for each bed day.

10 * Sec. 7. Section 4, ch. 15, SLA 1998, is amended by adding a new subsection to read:

11 (d) The adoption by a municipality, when exercising its powers under
12 AS 29.35.020(a), of an ordinance for procurement of a facility or operation on a
13 design-build construction contract basis satisfies the procurement requirements under
14 (b) of this section.

15 * Sec. 8. This Act takes effect immediately under AS 01.10.070(c).

STATE OF ALASKA

DEPARTMENT OF CORRECTIONS

TONY KNOWLES, GOVERNOR

REPLY TO:

PO BOX 112000
JUNEAU, ALASKA 99811-2000
PHONE (907) 465-3376

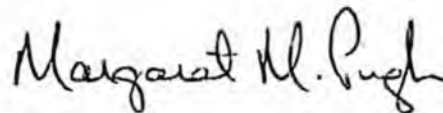
May 7, 1999

Representative Eldon Mulder
Alaska State Legislature
Capitol Building
Juneau, Alaska 99801

Dear Representative Mulder:

Pursuant to your request of May 6, 1999, please be advised that, if it is the intent of the Legislature that the Department of Corrections not spend more than \$70.00 per bed day for all capital and operating costs for a prison facility at Ft. Greely, adjusted annually during the term of the lease according to an appropriate index, then the Department of Corrections will not enter into an agreement exceeding \$70.00 per bed day without returning to the Legislature for its approval.

Sincerely,



Margaret Pugh
Commissioner

Sec. 08.18.171. Definition.

Sec. 08.18.180. - 08.18.350 [Repealed, Sec. 1 ch 100 SLA 1968].

* Sec. 4. AUTHORIZATION TO LEASE CORRECTIONAL FACILITY SPACE WITH THIRD-PARTY CONTRACTOR OPERATION. (a) To take advantage of the unique opportunity to

use surplus military facilities on the road system that are becoming available through the United States

Army's realignment of Fort Greely's mission, to prevent and ameliorate economic hardship in the Delta

region occasioned by that realignment and the consequent reduction in forces and civilian employment at

Fort Greely, and to relieve overcrowding of existing correctional facilities within the state and the

extensive use of out-of- state correctional facilities to house Alaska inmates, the Department of

Corrections may enter into an agreement with the City of Delta Junction to lease space within a

correctional facility in buildings currently located on the realigned Fort Greely military reservation that will

house persons who are committed to the custody of the commissioner of corrections. The agreement

must provide that the state agrees to lease the space for a minimum of 20 years.

(b) The agreement to lease entered into under this section is predicated on and must provide for an

agreement between the City of Delta Junction and a private third-party contractor under which the

private third-party contractor operates the facility by providing for custody, care, and discipline services

for persons held by the commissioner of corrections under authority of state law. The commissioner of

corrections shall require in the agreement with the City of Delta Junction that the City of Delta Junction

procure the private third-party operator through a process similar to the procedures established in AS

36.30 (State Procurement Code).

(c) The authorization given by (a) of this section is subject to the following conditions:

(1) the lease must provide a minimum of 800 prison beds;

(2) the agreement to lease must contain terms providing that the commissioner of corrections

may terminate for cause a contract with a private third-party contractor operating the facility in

accordance with the provisions of (b) of this section;

(3) the commissioner may not enter into an agreement with an agency unable to provide or cause to be provided a degree of custody, care, and discipline similar to that required by the laws of this state.

Sec. 36.30.115. Subcontractors for construction contracts.

(a) Within five working days after the identification of the apparent low bidder for a construction contract, the apparent low bidder shall submit a list of the subcontractors the bidder proposes to use in the performance of the construction contract. The list must include the name and location of the place of business for each subcontractor, evidence of each subcontractor's valid Alaska business license, and evidence of each subcontractor's registration under AS 08.18. If a subcontractor on the list did not have a valid Alaska business license and a valid certificate of registration under AS 08.18 at the time the bid was opened, the bidder may not use the subcontractor in the performance of the contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska business license and a valid certificate of registration under AS 08.18 at the time the bid was opened.

(b) The apparent low bidder for a construction contract may replace a listed subcontractor if the subcontractor

(1) fails to comply with AS 08.18;

(2) files for bankruptcy or becomes insolvent;

(3) fails to execute a contract with the bidder involving performance of the work for which the subcontractor was listed and the bidder acted in good faith;

(4) fails to obtain bonding;

(5) fails to obtain insurance acceptable to the state;

(6) fails to perform the contract with the bidder involving work for which the subcontractor was listed;

(7) must be substituted in order for the prime contractor to satisfy required state and federal affirmative action requirements;

(8) refuses to agree or abide with the bidder's labor agreement; or

(9) is determined by the procurement officer not to be a responsible subcontractor.

(c) If a bidder for a construction contract fails to list a subcontractor or lists more than one

subcontractor for the same portion of work and the value of that work is in excess of half of one percent of the total bid, the bidder shall be considered to have agreed to perform that portion of work without the use of a subcontractor and to have represented the bidder to be qualified to perform that work.

(d) A bidder for a construction contract who attempts to circumvent the requirements of this section by listing as a subcontractor another contractor who, in turn, sublets the majority of the work required under the contract violates this section.

(e) If a construction contract is awarded to a bidder who violates this section, the procurement officer may

(1) cancel the contract; or

(2) after notice and a hearing, assess a penalty on the bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.

Sec. 36.30.120. Bid security.

(a) Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the procurement officer to exceed an amount established by regulation of the commissioner. Bid security on construction contracts under the amount set by the commissioner may be required when the circumstances warrant. Bid security may be required for competitive sealed bidding for contracts for supplies, services, or professional services in accordance with regulations of the commissioner when needed for the protection of the state.

(b) Bid security must be a bond provided by a surety company authorized to do business in the state or otherwise supplied in a form satisfactory to the commissioner. Bid security must be in an amount equal to at least five percent of the amount of the bid.

(c) When the invitation to bid requires security, the procurement officer shall reject a bid that does not comply with the bid security requirement unless, in accordance with regulations, the officer determines that the bid fails to comply in a nonsubstantial manner with the security requirements.

Sec. 36.30.130. Public notice of invitation to bid.

(a) The procurement officer shall give adequate public notice of the invitation to bid at least 21 days before the date for the opening of bids. If the procurement officer determines in writing that a shorter notice period is advantageous for a particular bid and adequate competition is anticipated, the 21-day period may be shortened. Notice shall be published in the Alaska Administrative Journal. The time and manner of notice must be in accordance with regulations adopted by the commissioner of administration.

When practicable, notice may include

- (1) publication in a newspaper calculated to reach prospective bidders;
- (2) notices posted in public places within the area where the work is to be performed or the material furnished; and
- (3) notices mailed to all active prospective contractors on the appropriate list maintained under AS 36.30.050 .

(b) Failure to comply with the notice requirements of this section does not invalidate a bid or the award of a contract. If the state fails to substantially comply with the requirements of (a) of this section, the state is liable for damages caused by that failure.

Sec. 36.30.140. Bid opening.

(a) The procurement officer shall open bids at the time and place designated in the invitation to bid. All bid openings are open to the public. The amount of each bid and other relevant information that is specified by regulation of the commissioner, together with the name of each bidder, shall be recorded

(b) The information recorded under (a) of this section is open to public inspection as soon as practicable before the notice of intent to award a contract is given under AS 36.30.365 . The bids are not open for public inspection until after the notice of intent to award a contract is given. To the extent the bidder designates and the procurement officer concurs, trade secrets and other proprietary data contained in a bid document are confidential.

Sec. 36.30.150. Bid acceptance and bid evaluation.

(a) Bids shall be unconditionally accepted without alteration or correction, except as authorized in AS 36.30.160 . The procurement officer shall evaluate bids based on the requirements set out in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, delivery, and suitability for a particular purpose. The criteria that will affect the bid price and be considered in evaluation for award must be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid must set out the evaluation criteria to be used. Criteria may not be used in bid evaluation if they are not set out in the invitation to bid.

(b) [Repealed, Sec. 11 ch 37 SLA 1993].

Sec. 36.30.160. Late bids; correction or withdrawal of bids; cancellation of awards.

(a) Bids received after the bid due date and time indicated on the invitation to bid may not be accepted unless the delay was due to an error of the contracting agency.

(b) Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on bid mistakes may be permitted in accordance with regulations adopted by the commissioner. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the state or fair competition may not be permitted. Except as otherwise provided by regulation, a decision to permit the correction or withdrawal of a bid, or to cancel an award or contract based on bid mistake, shall be supported by a written determination made by the procurement officer. If a bidder is permitted to withdraw a bid before award, an action may not be maintained against the bidder or the bid security.

Sec. 36.30.170. Contract award after bids.

(a) Except as provided in (b) - (h) of this section, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set out in the invitation to bid.

(b) The procurement officer shall award a contract based on solicited bids to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent, an Alaska products preference

as described in AS 36.30.322 - 36.30.338, and a recycled products preference under AS 36.30.337

have been applied. 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.

(c) Except as otherwise provided under (e) or (f) of this section, if a bidder qualifies under (b) of this section as an Alaska bidder, is offering services through an employment program, and is the lowest responsible and responsive bidder with a bid that is not more than 15 percent higher than the lowest bid, the procurement officer shall award the contract to that bidder. This subsection does not give a bidder who would otherwise qualify for a preference under this subsection a preference over another bidder who would otherwise qualify for a preference under this subsection.

(d) The procurement officer shall award an insurance-related contract based on solicited bids to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent. In this subsection, "Alaska bidder" means a person who meets the criteria set out in (b)(1) - (5) of this section and who is an Alaska domestic insurer.

(e) If a bidder qualifies under (b) of this section as an Alaska bidder, is a qualifying entity, and is the lowest responsible and responsive bidder with a bid that is not more than 10 percent higher than the lowest bid, the procurement officer shall award the contract to that bidder. This subsection does not give a bidder who would otherwise qualify for a preference under this subsection a preference over another

bidder who would otherwise qualify for a preference under this subsection or (f) of this section. In this subsection, "qualifying entity" means a

(1) sole proprietorship owned by a person with a disability;

(2) partnership if each of the partners is a person with a disability; or

(3) corporation that is wholly owned by individuals and each of the individuals is a person with a disability.

(f) If a bidder qualifies under (b) of this section as an Alaska bidder, if 50 percent or more of the bidder's employees at the time the bid is submitted are persons with a disability, and if the bidder is the lowest responsible and responsive bidder with a bid that is not more than 10 percent higher than the lowest bid, the procurement officer shall award the contract to that bidder. The contract must contain a promise by the bidder that the percentage of the bidder's employees who are persons with a disability will remain at 50 percent or more during the contract term. This subsection does not give a bidder who would otherwise qualify for a preference under this subsection a preference over another bidder who would otherwise qualify for a preference under this subsection or (e) of this section.

(g) The division of vocational rehabilitation in the Department of Education shall add to its current list of qualified employment programs a list of individuals who qualify as persons with a disability under (e) of this section and of persons who qualify under (f) of this section as employers with 50 percent or more of their employees being persons with disabilities. A person must be on this list at the time the bid is opened in order to qualify for a preference under (e) or (f) of this section.

(h) A preference under (c), (e), or (f) of this section is in addition to any other preference for which the bidder qualifies, including the preference under (b) of this section; however, a bidder may not receive a preference under both (c) and (e), (c) and (f), or (e) and (f) of this section for the same contract.

(i) This section applies to all insurance contracts involving state money. In this subsection, "state money" includes state grants and reimbursement to municipalities, school districts, and other entities.

(j) In order to qualify for a preference under (c), (e), or (f) of this section, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

(k) In this section, "person with a disability" means an individual

(1) who has a severe physical or mental disability that seriously limits one or more functional capacities in terms of employability; in this paragraph, "functional capacities" means mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills;

(2) whose physical or mental disability

(A) results from amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculo-skeletal disorders, neurological disorders, paraplegia, quadriplegia, other spinal cord conditions, sickle cell anemia, specific learning disability, or end stage renal disease; in this subparagraph, "neurological disorders" include stroke and epilepsy; or

(B) is a disability or combination of disabilities that are not identified in (A) of this paragraph and that are determined on the basis of an evaluation of rehabilitation potential to cause substantial functional limitation comparable to a disability identified in (A) of this paragraph; and

(3) whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time.

Sec. 36.30.180. Purpose.

The legislature finds that there exists in the state continuing high unemployment, underutilization of resident construction and supply firms, and high costs unfavorable to the welfare of Alaskans and to the economic health of the state. The purpose of bidder preference for resident firms when the state acts as a market participant is to encourage local industry, strengthen and stabilize the economy, decrease unemployment, and strengthen the tax and revenue base of the state.

Sec. 36.30.190. Multi-step sealed bidding.

When it is considered impractical to initially prepare a definitive purchase description to support an award based on price, the procurement officer may issue an invitation to bid requesting the submission of unpriced technical offers to be followed by an invitation to bid limited to the bidders whose offers are determined to be technically qualified under the criteria set out in the first solicitation.

Sec. 36.30.200. Conditions for use.

(a) Except as otherwise provided in this chapter, or unless specifically exempted by law, an agency contract shall be awarded by competitive sealed proposals if it is not awarded by competitive sealed bidding.

(b) The commissioner may provide by regulation that it is either not practicable or not advantageous to the state to procure specified types of supplies, services, or construction by competitive sealed bidding that would otherwise be procured by that method. When the procurement officer determines in writing with particularity that the use of competitive sealed proposals is more advantageous to the state than competitive sealed bidding, a contract may be entered into by competitive sealed proposals.

(c) When the commissioner of transportation and public facilities determines that it is advantageous to the state, a procurement officer may issue a request for proposals requesting the submission of offers to provide construction in accordance with a design provided by the offeror. The request for proposals shall require that each proposal submitted contain a single price that includes the design/build.

Sec. 36.30.210. Request for proposals.

(a) A request for competitive sealed proposals must contain the date, time, and place for delivering proposals, a specific description of the supplies, construction, services, or professional services to be provided under the contract, and the terms under which the supplies, construction, services, or professional services are to be provided.

(b) An offeror for a construction contract shall submit evidence of the offeror's registration under

AS 08.18. A request for sealed proposals for a construction contract must require the offeror, no later than five working days after the proposal that is the most advantageous to the state is identified, to list subcontractors the offeror proposes to use in the performance of the construction contract. The list must include the information required under AS 36.30.115(a). The provisions of AS 36.30.115 (b) - (e) apply to competitive sealed proposals for construction contracts.

(c) A request for proposals must contain that information necessary for an offeror to submit a proposal or contain references to any information that cannot reasonably be included with the request. The request must provide a description of the factors that will be considered by the procurement officer when evaluating the proposals received, including the relative importance of price and other evaluation factors.

(d) Notice of a request for proposals shall be given in accordance with procedures under AS 36.30.130 . The procurement officer may use additional means considered appropriate to notify prospective offerors of the intent to enter into a contract through competitive sealed proposals.

(e) The offeror must have a valid Alaska business license at the time designated, in the request for proposals, for opening of the proposals.

Sec. 36.30.990. Definitions.

In this chapter, unless the context in which a term is used clearly requires a different meaning or a different definition is prescribed for a particular provision,

(1) "agency"

(A) means a department, institution, board, commission, division, authority, public corporation, the Alaska Pioneers' Home, or other administrative unit of the executive branch of state government;

(B) does not include

(i) the University of Alaska;

(ii) the Alaska Railroad Corporation;

(iii) the Alaska Housing Finance Corporation;

(iv) a regional Native housing authority created under AS 18.55.996 or a regional electrical authority created under AS 18.57.020 ;

(v) the Department of Transportation and Public Facilities, in regard to the repair, maintenance, and reconstruction of vessels, docking facilities, and passenger and vehicle transfer facilities of the Alaska marine highway system;

(vi) the Alaska Aerospace Development Corporation;

(vii) the Alaska State Pension Investment Board;

(viii) the Alaska Seafood Marketing Institute;

(2) "change order" means a written order signed by the procurement officer, directing the contractor to make changes that the changes clause of the contract authorizes the procurement officer to order without the consent of the contractor;

(3) "commissioner" means the commissioner of administration;

(4) "competitive sealed bidding" means the procedure under AS 36.30.100 - 36.30.190;

(5) "competitive sealed proposals" means the procedure under AS 36.30.200 - 36.30.260;

(6) "construction" means the process of building, altering, repairing, maintaining, improving, or demolishing a public highway, structure, building, or other public improvement of any kind to real property other than privately owned real property leased for the use of agencies; it includes services and professional services relating to planning and design required for the construction; it does not include the routine operation of a public improvement to real property nor does it include the construction of public housing;

(7) "contract" means all types of state agreements, regardless of what they may be called, for the procurement or disposal of supplies, equipment for the state fleet, services, professional services, or construction;

(8) "contract modification" means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract accomplished by

mutual action of the parties to the contract;

(9) "department" means the Department of Administration;

(10) "employment program " means a nonprofit program to increase employment opportunities for individuals with physical or mental disabilities that constitute substantial handicaps to employment;

(11) "grant" means property furnished by the state, whether real or personal, designated by law, including an appropriation Act, as a grant;

(12) "lease-financing agreement" means a lease-purchase agreement that secures or is related to financing instruments of the lessor, including revenue bonds or certificates of participation;

(13) "lease-purchase agreement" means a lease that

(A) transfers ownership of the property to the lessee by the end of the lease term;

(B) contains a purchase option at a price less than the fair market value of the property on the date the option is exercisable;

(C) has a term, at inception, equal to 75 percent or more of the economic life of the property; or

(D) contains minimum lease payments, including minimum lease payments during a renewal provided for in the agreement, whose present value at the inception of the agreement equals 90 percent or more of the fair market value at the inception of the agreement of the real property that is the subject of the agreement; the present value shall be determined by using as a discount rate the most recent Bond Buyer 20-Bond G.O. Index;

(14) "person" means a business, individual, union, committee, club, other organization, or group of individuals;

(15) "procurement" means buying, purchasing, renting, leasing, or otherwise acquiring supplies, equipment for the state fleet, services, or construction; it also includes functions that pertain to the obtaining of a supply, equipment for the state fleet, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration;

(16) "procurement officer" means a person authorized to enter into and administer contracts for an agency and make written determinations with respect to them; it also includes an authorized representative of a procurement officer acting within the limits of authority;

(17) "professional services" means professional, technical, or consultant's services that are predominantly intellectual in character, result in the production of a report or the completion of a task, and include analysis, evaluation, prediction, planning, or recommendation;

(18) "public building" means improved real property leased to the state for governmental, public, or educational use, but does not include improved real property owned by the University of Alaska Heating Corporation and leased to the University of Alaska for a purpose within the scope, as of July 1, 1986, of the heating corporation's charter;

(19) "services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance; it does not include employment agreements or collective bargaining agreements;

(20) "state money" means any money appropriated to an agency or spent by an agency irrespective of its source, including federal assistance except as otherwise specified in AS 36.30.890, but does not include money held in trust by an agency for a person;

(21) "state official" means a public employee, public officer, or official of an agency;

(22) "supplies" means all property of an agency, including equipment, materials, and insurance; it includes privately owned real property leased for the use of agencies, such as office space, but does not include the acquisition or disposition of other interests in land.

Sec. 29.35.020. Extraterritorial jurisdiction.

(a) To the extent a municipality is otherwise authorized by law to exercise the power necessary to provide the facility or service, the municipality may provide facilities for the confinement and care of prisoners, parks, playgrounds, cemeteries, emergency medical services, solid and septic waste disposal, utility services, airports, streets (including ice roads), trails, transportation facilities, wharves, harbors and

other marine facilities outside its boundaries and may regulate their use and operation to the extent that the jurisdiction in which they are located does not regulate them. A regulation adopted under this section must state that it applies outside the municipality.

(b) A municipality may adopt an ordinance to exercise a power authorized by this subsection and may enforce the ordinance outside its boundaries. Before a power authorized by this subsection may be exercised inside the boundaries of another municipality, the approval of the other municipality must be given by ordinance, and before a power authorized by this subsection may be exercised inside a village, as that term is defined by AS 46.08.900, the approval of the village must be given by resolution. A municipality intending to exercise its authority under this subsection shall act by ordinance, and may adopt an ordinance under this subsection to

(1) protect its water supply and watershed; or

(2) contain, clean up, or prevent the release or threatened release of oil or a hazardous substance that may pose an imminent or substantial threat to persons, property, or natural resources within the municipality's boundaries; however, this paragraph does not authorize a municipality to enforce an ordinance outside its boundaries to regulate exploration, development, production, or transportation of oil, gas, or minerals in a manner inconsistent with the state's management of those resources, and enforcement of the ordinance must be consistent with a regional master plan prepared by the Department of Environmental Conservation under AS 46.04.210; in this paragraph, "natural resources" has the meaning given in AS 46.03.826.

(c) A municipality may enter into agreements with the United States Coast Guard, the United States Environmental Protection Agency, and other persons relating to development and enforcement of vessel traffic control and monitoring systems for oil barges and tank vessels carrying oil operating in or near the waters of the state.

(d) This section applies to home rule and general law municipalities.

(e) In this section, "village"

(1) means the area within a five-mile radius of the village post office or, if there is no post office, another site designated by the commissioner;

(2) does not include an area described in (1) of this subsection that is within a city or another village.

Chapter 08.18. CONSTRUCTION CONTRACTORS

- Sec. 08.18.010. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.011. Registration required.
- Sec. 08.18.013. Categories of contractors.
- Sec. 08.18.020. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.021. Application for registration.
- Sec. 08.18.024. Specialty contractors.
- Sec. 08.18.025. Residential contractors.
- Sec. 08.18.026. Electrical contractors.
- Sec. 08.18.028. Mechanical contractors.
- Sec. 08.18.030. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.031. Certificate of registration.
- Sec. 08.18.040. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.041. Fees.
- Sec. 08.18.050. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.051. Identification requirements.
- Sec. 08.18.060. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.061. Requirements of political subdivision.
- Sec. 08.18.070. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.071. Bond required.
- Sec. 08.18.080. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.081. Claims against contractor.
- Sec. 08.18.090. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.091. Cancellation of bond.
- Sec. 08.18.100. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.101. Insurance required.
- Sec. 08.18.110. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.111. Advertising bond and insurance.
- Sec. 08.18.115. Return of cash deposit.
- Sec. 08.18.116. Investigations.
- Sec. 08.18.117. Issuance of citations.
- Sec. 08.18.118. Procedure and form of citation issuance and procedure.
- Sec. 08.18.119. Failure to obey citation.
- Sec. 08.18.121. Suspension and revocation of registration.
- Sec. 08.18.123. Denial, suspension, and revocation of endorsement.
- Sec. 08.18.130. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.131. Injunction.
- Sec. 08.18.140. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.141. Violations.
- Sec. 08.18.150. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.151. Legal actions by contractor.
- Sec. 08.18.160. [Repealed, Sec. 1 ch 100 SLA 1968].
- Sec. 08.18.161. Exemptions.
- Sec. 08.18.170. [Repealed, Sec. 1 ch 100 SLA 1968].

House Rules Committee Meeting

May 7, 1999

SB 141 An act relating to construction contracts and subcontractors; relating to design build construction contracts; and providing for an effective date.”

1. Call to Order – announce quorum – members present
2. Announce the bill number and name (above).
3. Ask for motion to adopt Rules Committee CS as working document.
4. Call on Marco to explain the difference between the Judiciary CS and Rules CS
5. Announce: there are three legal memos in the packet:
 - one from Legal Services that accompanied the bill
 - one from the Attorney General that differs with Legal Services
 - one from a private attorney that concurs with the Attorney General
6. Call on Susan Burke, ask her to guide us through the issues in the legal memos
7. Ask for Discussion/questions among committee members
8. Ask for motion to adopt “House Committee Substitute for: Committee Substitute for Senate Bill 141, Rules.”



Official Business

Alaska State Legislature

House of Representatives

RULES COMMITTEE

State Capitol, Rm. 204
Juneau, AK 99801-1182
(907) 465-3764

Letter of Intent

It is the intent of the Legislature that the contract signed pursuant to the authority provided in HB 53 should require that:

1. The prison meet American Correctional Association standards;
2. Guards employed in the prison meet the same training standards that are required of prison guards in AS 18.65.130 - 18.65.290;
3. The contract between the City of Delta Junction and the prison operating entity should be for durations of no longer than five years. It may be renewable; and
4. The contract for operation of the facility provide for the removal of the contractor for non performance.
5. The agreement to lease the facility must provide a fixed rate per each bed day, adjusted annually during the term of the lease according to an appropriate index. The fixed rate for the first year must include all capital and operating costs and may not exceed \$70.00 per bed each day. The fixed rate will cover the same daily costs that are covered in the current contract between the Corrections Corporation of America contract and the Department of Corrections for beds in Florence, AZ (agency contract # 2054863, ASPS # 95-0100).



Official Business

Alaska State Legislature

House of Representatives

RULES COMMITTEE

State Capitol, Rm. 204
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Mario -
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A PROFESSIONAL CORPORATION
424 NORTH FRANKLIN STREET
JUNEAU, ALASKA 99801

AVRUM M. GROSS
SUSAN A. BURKE

(907) 586-2777

May 7, 1999

HAND DELIVERED

Honorable John Cowdery
Chairman, House Rules Committee
Alaska State Legislature
State Capitol
Juneau, Alaska 99801-1182

Re: House Judiciary Committee Proposed Changes to
CS SB 141

Dear Representative Cowdery:

You have asked whether it would be constitutionally permissible for the House of Representatives to add certain provisions to Senate Bill 141 without changing the existing title of the bill. The specific question is whether the existing title sufficiently describes the proposed additions so as to comply with the so-called "descriptive title" requirement of Article II, sec. 13, of the Alaska Constitution, which provides, "The subject of each bill shall be expressed in the title." In our opinion, one of the two proposed additions can be included in Senate Bill 141 without changing the existing title of the bill. We do not, however, believe that the second proposed addition is sufficiently related to the subject of the bill, as expressed in the existing title, to pass muster under the descriptive title requirement of Article II, sec. 13.

The existing title of Senate Bill 141 is "An Act relating to construction contracts and subcontractors; relating to design-build construction contracts; and providing for an effective date." There are currently two proposed additions to the bill. Both are contained in the House Judiciary Committee Substitute for CS SB 141. The first is found in Section 7 of the Judiciary bill and proposes to amend Section 4 of Chapter 15, SLA 1998, by adding a new subsection to read:

(d) The adoption by a municipality, when exercising its powers under AS 29.35.020(a), of an ordinance for a procurement of a facility or operation on a design-build construction contract basis satisfies the procurement requirements under (b) of this section. 1/

We believe that this provision is adequately described by the phrase, "relating to design-build construction contracts" contained in the existing title of Senate Bill 141. The second proposed addition is contained in Section 6 of the Judiciary Committee Substitute. This provision would add an additional

1/ Section 4 of Chapter 15, SLA 1998 authorizes the Department of Corrections to enter into an agreement with the City of Delta Junction to lease corrections space in facilities located on the realigned Fort Greely military reservation under certain conditions. Section 4(b) of Chapter 15 provides that the commissioner of corrections must require, as part of the lease agreement, that the City of Delta Junction procure a private third-party operator of the facility "through a process similar to the procedures established in AS 36.30 (State Procurement Code)." This proposed amendment to Section 4 would make it clear that the procurement procedures required in Section 4(b) are satisfied if the municipality adopts an ordinance to procure the "facility or operation" through a design-build construction contract.

condition to the authorization given in Section 4, Chapter 15, SLA 1998, for the commissioner of corrections to enter into a lease with the City of Delta Junction for corrections space. The proposed new condition would require the lease agreement to provide for a fixed rate for each prison bed per day, with the first year's rate not to exceed \$70 per bed per day. We do not believe that this provision is sufficiently related to the subject of Senate Bill 141 as expressed in its existing title.

The Alaska Supreme Court has adopted a deferential standard for determining whether legislation conforms to the descriptive title requirement contained in Article II, sec. 13. By "deferential," we mean that the Court is extremely reluctant to invalidate legislation by "second guessing" the choices that the legislature makes about what provisions should be included in a piece of legislation and what should be included in its title. In State v. First National Bank of Anchorage, 660 P.2d 406, 414-15 (Alaska 1982), the Court rejected the argument that the title, "An Act Relating to Land" did not sufficiently describe the bill's substantive contents, which included amendments to the Uniform Land Sales Practices Act as well as amendments to statutes dealing with the zoning power of the Department of Natural Resources and its power to lease state lands. In rejecting the argument, the Court noted that the purpose of the descriptive title requirement is "to prevent surreptitious

introduction of legislation not indicated by the title." 2/ That purpose is achieved, according to the court, if there are "no hidden provisions unrelated to its title." 3/ Thus, the provisions need only "relate" to the subject that is expressed in the title. It is not necessary that all of the particulars of the legislation be described or included in the title. The court went on to note that a bill title is sufficiently descriptive if "'anyone interested in any of the particulars of the bill would be advised by this title to look to the body of the law'" 4/ In the context of the legislation at issue in the case, then, the Court found that a person interested in consumer protection laws relating to land sales would be alerted to read all of the sections of a bill whose title was simply "an act relating to land."

The title of the Senate Bill 141 is "An Act relating to construction contracts and subcontracts; relating to design-build construction contracts; and providing for an effective date." We believe that the proposed amendment contained in Section 7 of the House Judiciary Committee Substitute is adequately described in the existing title of Senate Bill 141. As we have noted, the descriptive title requirement is satisfied if the substantive

2/ Id., at 415 n. 19

3/ Id. (emphasis added).

4/ Id. (citation omitted).

Hon. John Cowdery

May 7, 1999

Page -5-

provisions of the bill are "related" to the subject as expressed in the title. In this instance, the proposed amendment contained in Section 7 is clearly related to the subject of "construction contracts" and "design-build construction contracts." In fact, without the reference in the proposed amendment to a "design-build construction contract," it would not be possible to give effect to the underlying purpose of the amendment -- to make it clear that this particular type of procurement is "similar to" the procedures set out in the State procurement code. It is true that the proposed amendment in Section 7 deals only with one particular type of design-build construction contract -- one for the construction and operation of a prison facility -- and that that particular type of design-build contract is not described in the bill's title. However, as the Alaska Supreme Court made clear in the First National Bank decision, it is not necessary that the title of a bill describe or list all of the particulars or various sub-sets of the general subject that are included in the legislation. In our view, the provisions of Section 7 of the House Judiciary Committee Substitute are sufficiently related to the subject of Senate Bill 141, as expressed in its existing title, to comply with the descriptive title requirement of Article II, sec. 13, of the Alaska Constitution.

At the same time, we think that the proposed addition to Senate Bill 141 contained in Section 6 of the House Judiciary Committee Substitute is not sufficiently described or covered by

Hon. John Cowdery
May 7, 1999
Page -6-

the subject expressed in the title of Senate Bill 141. The sole purpose of the provision contained in Section 6 is to set out the maximum allowable price for which the State may lease prison space at Fort Greely from the City of Delta Junction. The price to be paid for the facility and related corrections services has nothing to do with whether the procurement of the facility and services is done on the basis of a design-build construction contract or under any other procurement method. The lease price provision, in our opinion, has no logical connection with construction contracts, subcontractors, or design-build construction contracts -- the subject expressed in the existing title of Senate Bill 141. As a result, we believe that even under a deferential standard of review, the Alaska Supreme Court would likely hold that this provision is unconstitutional under the descriptive title requirement of Article II, sec. 13, of the Alaska Constitution.

Please let us know if we can provide any additional information on this subject.

Very truly yours,

GROSS & BURKE


Susan A. Burke

SAB:ps

Alaska State Legislature



Letter of Intent

It is the intent of the Legislature that the contract signed pursuant to the authority provided in SB 141 should require that:

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2. Guards employed in the prison meet the same training standards that are required of prison guards in AS 18.65.130 – 18.65.290;
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GROSS & BURKE
A Professional Corporation

The firm of Gross & Burke was founded in 1982. It is composed of two attorneys, Avrum M. Gross and Susan A. Burke.

Mr. Gross received a B.A. from Amherst College and a J.D. degree from the University of Michigan law school, where he was Assistant Editor of the Law Review. He was admitted to the Alaska Bar in 1961. Until 1963, he was an Assistant Attorney General, representing the State of Alaska in disputes over federal/state jurisdiction as well as in other matters. He represented Alaska before the United States Supreme Court in *Organized Village of Kake v. Egan*, major litigation involving Indian fishing rights. In 1963 Mr. Gross joined what became Faulkner, Banfield, Boochever, Gross & Holmes, one of the largest Juneau law firms. For the next 11 years, he carried on a general practice, specializing in litigation -- primarily personal injury defense, but some commercial litigation as well. He represented Atlantic Richfield in litigation over Alaska's authority to regulate the TransAlaska pipeline, a matter that was eventually settled through a special session of the Alaska Legislature in 1973. In 1974, Mr. Gross was appointed Attorney General of Alaska. He served in that capacity until 1980, when he resigned to take a teaching position at Stanford Law School. In 1982 he returned to Juneau to open Gross & Burke.

Ms. Burke received a B.A. in English literature from Arizona State University, a B.A. in music from the University of Alaska Southeast, and a J.D. degree from the University of California at Berkeley (Boalt Hall). Admitted to practice in Alaska in 1971, Ms. Burke served as a law clerk to Alaska Supreme Court Justice Jay A. Rabinowitz. When her clerkship ended in 1972, she spent two years as an Assistant Public Defender, handling both trials and appeals. From 1974 to 1979 she worked for the Administrative Office of the Alaska Court System, first as Staff Counsel and later as Deputy Administrative Director. From 1979 until 1982 she was an Assistant Attorney General and supervised the Business Regulation and Taxation Section of the Juneau office, representing primarily the Departments of Revenue and Commerce. Along with Mr. Gross, she represented the State of Alaska in the United States Supreme Court in litigation over the constitutionality of the first Permanent Fund Dividend program. She has served on a number of Alaska Bar Association committees and was a member of the Alaska Judicial Conduct Commission from 1991 to 1995, and was elected chairperson of the Commission for the last two years of her term. In 1993 she received the Alaska Bar Association's Professionalism Award.

The firm of Gross & Burke has engaged in a variety of legal matters since its founding in 1982, ranging from major litigation to acting as hearing officers in complex disputes before State of Alaska agencies. The firm represented the Alaska State Senate in litigation involving the applicability of the Open Meetings Act to the Alaska Legislature, and has frequently been called upon to provide advice to legislative committees as to the constitutionality of pending legislation. The firm has also represented the State of Alaska in a major personal injury suit involving maintenance of State highways, the City and Borough of Juneau in multi-million dollar litigation over the construction of a tramway, the North Slope Borough in major tax and revenue litigation, the University of Alaska in litigation over the integration of the Community College system into the University's four year institutions, and the American Factory Trawler Association in litigation challenging Alaska's fisheries landing tax. Mr. Gross has served as hearing officer in a number of major administrative disputes, including several complex construction contract claims involving major State projects. He also was the hearing officer in a tax proceeding before the Department of Revenue involving disputed oil and gas taxes -- a matter that involved claims of nearly a billion dollars and took nearly six months of hearings to resolve. Most recently, he was hearing officer in a dispute involving numerous contract claims arising from the renovation of a State ferry. Ms. Burke has acted as hearing officer in a number of procurement and contract disputes involving various departments of State government, including the Department of Transportation and Public Facilities and the Legislative Affairs Agency. She has also acted as legal advisor to the President of the University of Alaska in a number of faculty and University employee grievance proceedings. Presently she is conducting a hearing to resolve a major construction contract claim against the State.

STATE OF ALASKA

DEPARTMENT OF LAW

OFFICE OF THE ATTORNEY GENERAL

TONY KNOWLES, GOVERNOR

PLEASE REPLY TO:

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KEY BANK BUILDING
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FAX: (907) 451-2846

P.O. BOX 110300-DIMOND COURT HOU.
JUNEAU, ALASKA 99811-0300
PHONE: (907) 465-3600
FAX: (907) 465-6735

May 7, 1999

The Honorable Eldon Mulder
House of Representatives
Alaska State Legislature
Juneau, Alaska 99811-1182

Re: Section 7 of HCS CSSB 141(JUD); request for
descriptive title analysis under Art. II, sec. 13
of the Alaska Constitution

Dear Representative Mulder:

You have asked for our opinion as to whether section 7 of HCS CSSB 141(JUD) poses descriptive title problems that may render the bill unconstitutional under Art. II, sec. 13 of the Alaska Constitution.¹ In particular, you ask if section 7 is within the description of the subject matter of the bill set out in the title. For the reasons stated below, we do not believe that a court would find that section 7 of the current version of the bill violates the requirements of art. II, section 13. Our reasons follow.

I. Descriptive Title Requirements.

Art. II, section 13 of the Alaska Constitution reads in relevant part:

Section 13. Form of Bills. Every bill shall be confined to one subject . . . The subject of each bill shall be expressed in the title.

This provision requires that every bill be confined to one subject and that there be a descriptive title. The standards for determining whether a bill meets these requirements have been set out by the Alaska Supreme Court in a series of cases. In *State v. A.L.I.V.E. Voluntary*, 606 P.2d 769 (Alaska 1980), the Alaska Supreme Court held that these requirements are designed to prevent the inclusion

¹ HCS CSSB 141(JUD) also contains a new section 6 that we are not including in our analysis as your request was limited to section 7 of the current bill.

The Honorable Eldon Mulder
Re: Section 7 of HCS CSSB 141(JUD)

May 7, 1999
Page 2

of incongruous and unrelated matters in the same bill in order to get support for it which the several subjects might not separately command, and to guard against inadvertence, stealth and fraud in legislation. 606 P.2d at 772, citing *Suber v. Alaska State Bond Committee*, 414 P.2d 546, 557 (Alaska 1966). The Court also held that no act will be set aside for failing to comply with the single subject or descriptive provisions of art. II, sec. 13, unless the violation is both substantial and plain. *North Slope Borough v. Sohio Petroleum Corp.*, 585 P.2d 534, 545 (Alaska 1978). Further, what constitutes one subject for the purposes of Article II, Section 13 is to be broadly construed and doubts resolved in favor of validity. *Gellert v. State*, 522 P.2d 1120, 1123 (Alaska 1974). In *Gellert* the court adopted the position that

All that is necessary is that act should embrace some one general subject; and by this is meant, merely, that all matters treated of should fall under some one general idea, be so connected with or related to each other, either logically or in popular understanding, as to be parts of, or germane to, one general subject.

Id. at 1123, quoting *Johnson v. Harrison*, 50 N.W. 923, 924 (Minn. 1891).

And, in *Short v. State*, 600 P.2d 20 (Alaska 1979), the court ruled that the test “[r]equires no more than that the various provisions of [a] single legislative enactment fairly relate to the same subject, or have a natural connection therewith.” *Id.* at 24.²

II. Legal Analysis

The title of HCS CSSB 141 (JUD) reads:

“An Act relating to construction contracts and subcontractors; relating to design-build construction contracts; and providing for an effective date.”

Sections 1 through 5 of the current version of the bill amend provisions in the State Procurement Code (AS 36.30) that relate to construction contracts, including design-build contracts. An immediate effective date is provided in section 8. Your question as to descriptive title problems stems from the inclusion of section 7, a provision adopted by the House Labor and Commerce Committee.

² There is also a line of descriptive title cases wherein the issue is whether a title is too broad in scope, thus allowing multiple subjects in a bill under too general a description (i.e., “fiscal affairs” was ruled by a Court in California to suffer from excessive generality, thus violating the purpose and intent of the single subject rule. See *Harbor v. Deukmejian*, 742 P.2d 1290, 1303 (Cal. 1987)). However, that line of cases is not relevant where, as here, the issue is whether the title is broad enough to encompass the contents of the bill.

The Honorable Eldon Mulder
Re: Section 7 of HCS CSSB 141(JUD)

May 7, 1999
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Section 7 amends a bill that was passed by the legislature last year. That section reads:

*Sec. 7. Section 4, ch. 15, SLA 1998, is amended by adding a new subsection to read:

(d) The adoption by a municipality, when exercising its powers under AS 29.35.020(a), of an ordinance for procurement of a facility or operation on a design-build construction contract basis satisfies the procurement requirements under (b) of this section.

The question is whether the title of the bill is sufficiently descriptive of the contents of section 7 to satisfy the descriptive title rule of art. II, section 13 of the Alaska Constitution. We believe it is.

Construction contracts and design-build contracts are general enough in their common meaning, but not overly broad, to have put people on notice that the bill would enact statutes "relating to" such contracts. Although the title does not specifically mention operations contracts, we believe that because the section 7 involves design-build contracts, a related operations contract is not outside the subject matter of the bill and that the title does not mislead as to the bill's contents. In our opinion, the title of the version of the bill passed by the Senate is descriptive of the version passed out of House Labor and Commerce Committee (which added section 7 to the bill). Even though the contents of the bill changed between the Senate and House versions, the title gives sufficient notice of the general subject matter of the bill and does not mislead concerning the contents.

Therefore, we do not believe a court would find that inclusion of the "operation" of a facility developed under a design-build contract is completely unrelated to the general subject of the bill as described in the title. In the realm of private prisons, it is not unusual for companies to design, build and operate prisons.³

The Alaska Supreme Court's previous applications of art. II, sec. 13, suggest that the descriptive title rule is not violated here. There is neither a substantial or plain violation of the descriptive title rules established by the Alaska Supreme Court. The title of this bill references construction contracts and design-build contracts and we believe that such terms would be interpreted to be sufficiently broad as to include operations related to design-build contracts as set out in section 7. We also believe a court would find that subject matter relating to an operating contract is germane to or a part of the general subject of design-build contracting. And, if there is doubt, the court has stated that all doubts are to be resolved in favor of a title's validity. *See Gellert,*

³ Testimony was given before the House Judiciary Committee from a private prison company that it designs, builds and operates private prisons in numerous other states.,

The Honorable Eldon Mulder
Re: Section 7 of HCS CSSB 141(JUD)

May 7, 1999
Page 4

522 P.2d at 1123. On balance, we believe a court would so hold here.

Finally, section 7 resolves two legal problems for the city. It provides authority for award of the operations contract to the firm receiving the design-build contract and it provides certainty to the method of procurement used by the city to select the operator of the facility.⁴

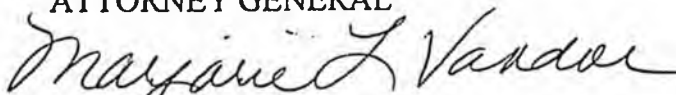
IV. Conclusion

In conclusion, we do not believe that section 7 of HCS CSSB 141 (JUD) presents a violation of the descriptive title rule. The bill as a whole relates to construction contracts and design-build contracts. Section 7 also relates to design-build contracts. The related operations contract specific to HB 53 in section 7 does not, in our opinion, constitute a substantial departure from the general topic of the bill to justify invalidating the entire measure due to its inclusion in the bill.

Please call us if further information is necessary.

Sincerely,

BRUCE M. BOTELHO
ATTORNEY GENERAL



By: Marjorie L. Vandor
Assistant Attorney General

MLV:bw

⁴ Section 4(b), ch. 15 SLA 1998 (HB 53) states that the commissioner of corrections shall require that the City of Delta Junction procure the operator of the facility under a process similar to the procedures established in AS 36.30 (State Procurement Code). However, HB 53 is silent as to the method of procurement to be followed for design and construction of the facility and does not address the method of procurement when the third-party operating contract is awarded as part of the design-build contract.

Committee packet

LAW OFFICES
GROSS & BURKE
A PROFESSIONAL CORPORATION
424 NORTH FRANKLIN STREET
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AVRUM M. GROSS
SUSAN A. BURKE

(907) 586-2777

May 7, 1999

HAND DELIVERED

Honorable John Cowdery
Chairman, House Rules Committee
Alaska State Legislature
State Capitol
Juneau, Alaska 99801-1182

Re: Proposed Rules Committee Substitute for
CS SB 141 -- Special and Local Legislation

Dear Representative Cowdery:

After I provided you with my opinion letter dated today, addressing the descriptive title issue surrounding proposed House amendments to Senate Bill 141, you sent me a copy of a memorandum from Theresa Bannister, Legislative Counsel, in which she addresses that same issue. I believe my earlier opinion letter adequately covers the point Ms. Bannister makes concerning the descriptive title issue.

Ms. Bannister has also raised a separate issue -- whether the proposed amendment contained in Section 6 of the proposed Rules Committee Substitute constitutes local or special legislation in violation of Article II, sec. 19, of the Alaska Constitution. You have asked me to respond to the points made by Ms. Bannister on this issue.

In my view, neither the proposed amendment to Chapter 15, SLA 1998, nor the original 1998 legislation constitutes

"local or special" legislation. Article II, sec. 19 prohibits local and special legislation "if a general act can be made applicable." Section 6 of the proposed Rules Committee Substitute amends Section 4, chapter 15, SLA 1998. Section 4 of the 1998 legislation deals with the City of Delta Junction's proposed conversion of the facilities located at Fort Greely into space suitable for a corrections facility that would be leased by the Department of Corrections under certain specified conditions. Because the provisions of Section 4, chapter 15, SLA 1998, operate in only one geographic area of the state, the local and special legislation issue arises. However, the Alaska Supreme Court has held that legislation that affects only one geographic area of the state is not "local or special" if the legislation addresses a matter of statewide concern. Abrams v. State, 534 P.2d 91 (Alaska 1975). The critical need for additional in-state prison space at an affordable price is obviously a matter of statewide concern. This concern was expressly articulated in section 1 of Chapter 15, which sets out the legislature's intent in adopting the legislation as a whole, including Section 4. The original legislation is not, therefore, local or special legislation.

Section 6 of the proposed House Committee Substitute amends Section 4 of chapter 15, SLA 1998 by making it clear that the procurement requirements of Section 4(b) are satisfied if the facility procurement is done on a design-

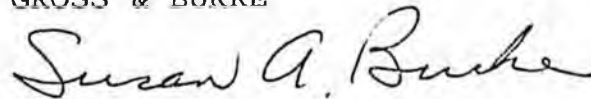
Hon. John Cowdery
May 7, 1999
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built construction contract basis. The amendment does not affect in any way the provisions of Section 4 of the original 1998 law that give rise to the "local or special" legislation issue -- that is, the references to facilities located in only one geographic area of the State. Nor does the amendment diminish the statewide scope of the need for additional in-state corrections facilities that prompted enactment of the original law in the first place. The only way, then, that the amendment contained in Section 6 could be found to constitute "local or special" legislation would be if a court were to find that the original 1998 legislation suffered from the same infirmity. We think such a ruling would be extremely unlikely. But regardless of that likelihood, enacting the amendment contained in Section 6 of the Rules Committee Substitute does not make the original 1998 legislation any more or any less vulnerable to a constitutional attack under the "local or special" provision of the Alaska Constitution.

I hope this adequately addressed this issue.

Very truly yours,

GROSS & BURKE



Susan A. Burke

SAB:ps

PROCUREMENT REPORT

FY 97 AND FY 98

Department of Administration
Division of General Services

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NOTES TO THE READER

- Procurements may apply to multiple fiscal years.
- Solicitation Amount is the aggregate value and could include multiple fiscal years.
- Contract amendments and contract renewals are not included.
- Construction Procurement is report separately by the Department of Transportation
- This report contains summary information for procurements which fall into the shaded area listed below.

	Total Solicitation Amount	
	\$5,000 to \$50,000	\$50,000 and Greater
Competitive Sealed Proposals (RFP)		
Competitive Sealed Bids (ITB)		
Single Source (SS)		
Limited Competition (LC)		
Emergency (EM)		

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Admin.	77-JP-022-97	LC	02-002-97	97	\$250,000	Hot Site recovery Sue's	Weyerhauser	No
Admin.	77-JP-026-98	LC	02-009-97	98	\$622,000	Satellite Interconnection Project	STM Wireless	No
Admin.	77-JP-027-98	SS	02-010-98	98	\$878,499	Software: Enterprise License Append	Software AG of North America	No
Admin.	77-JS-045-97	SS	02-014-97	97	\$26,000	Software Support Services	IBM	Yes
Admin.	77-JP-016-97	SS	02-016-97	97	\$34,140	Internet Advisors WAN/LAN	Hewlett Packard	No
Admin.	77-AP-017-98	LC	02-017-98	98	\$90,000	Software for Phone Switch	Meridian Software	No
Admin.	77-AP-014-98	LC	02-018-98	98	\$100,000	Internet Service Provider	GCI	Yes
Admin.	77-AP-016-98	SS	02-019-98	98	\$207,600	Communications & Electronics Upgrades	Motorola	Yes
Admin.	77-JP-064-98	SS	02-023-98	98	\$1,210,591	IBM Technology Upgrade Option IBM S/390	IBM	No
Admin.	77-AS-019-97	SS	02-026-97	97	\$1,010,547	Software Lic. & Maintenance: Computer Assoc.	Computer Associates	No
Admin.	77-JS-062-97	SS	02-031-97	97	\$770,400	Telecommunications: Frame Delay Services	AT&T Alascom	Yes
Admin.	77-AP-032-98	SS	02-033-98	98	\$181,000	Telecommunications: Upgrades	Motorola	Yes
Admin.	77-JP-068-97	SS	02-037-97	97	\$1,403,820	Copiers: 2 Docutech machines	Xerox Corp.	Yes
Admin.	77-JP-070-97	LC	02-038-97	97	\$330,000	Telephones & Switch Upgrade: DOT Fairbanks	Nortel approved vendors	Yes
Admin.	77-AP-038-98	LC	02-038-98	98	\$150,000	Computer Memory: 180 GB DASD for Year 2000 Testing Capabilities	IBM	Yes
Admin.	77-JP-110-97	SS	02-04-0037-97	97	\$35,000	Software, Maintenance, Install	Credit Card Solutions Inc.	No
Admin.	77-JP-097-98	SS	02-041-98	98	\$150,000	Software Upgrade: Mobius Reporting	Mobius Management Systems	No
Admin.	77-JP-104-98	SS	02-045-98	98	\$350,000	Computer Equipment for Y2K testing	IBM	No
Admin.	77-JP-124-98	SS	02-049-98	98	\$590,000	Software Licenses: Netscape	Netscape Communications	No
Admin.	77-JP-125-97	SS	02-062-97	97	\$80,950	Software: Security	Software AG of North America	No
Admin.	77-JP-136-97	LC	02-070-97	97	\$120,000	Computer Hardware: Mini Computer Upgrade	IBM	Yes
Admin.	77-AP-013-97	SS	02-60-0186	97	\$66,220	Telephone: Paging Terminal	Motorola	Yes
Admin.	77-JP-068-98	SS	028-003	98	\$225,000	Software	PowerTech Toolworks Inc.	No
Admin.	77-JP-123-98	SS	06-179-98	98	\$54,000	Telecommunications: Quantar 2-Way Radio Repeaters	Motorola	Yes
Admin.	77-AP-020-97	LC	20-183-96	97	\$156,000	Telephone Equipment for Wildwood Correctional Center	Comtec Business Systems	Yes
Admin.	77-AP-001-98	LC	25-07-0139-97	98	\$367,200	Airband Mobile Radios- DOT	Aircom Avionics	Yes
Admin.	77-JS-006-97	LC	96-0056	97	\$75,000	Pharmacy Services: Palmer Pioneer Home	Carr Gottstein	Yes
Admin.	77-JS-028-97	SS	97-0079	97	\$100,000	Software Consulting Services: AKPAY	Tesscraft Corp.	No
Admin.	77-JS-091-98	SS	97-0088	98	\$150,000	Computer programming and consulting	Retirement Concepts Group LTD	No
Admin.	77-JS-042-97	SS	97-0088	97	\$150,000	Software Maintenance: Combined Retirement System	Retirement Concepts Group LTD	No
Admin.	77-JS-107-97	SS	97-0171	97	\$30,000	Reengineering: 2 Day Conference	Steven A. Stanton/ Hammer & Co.	No
Admin.	77-JS-014-98	SS	98-0051	98	\$91,636	Satellite Interconnect Technical Monitoring Center	KTOO TV & FM	Yes

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Admin.	77-AP-013-98	LC	99-ABM017-98	98	\$50,000	Grocery: Meat for State Institutions	Various	Yes
Admin.		EM	DO 02-60-0105-98	98	\$16,595	Telecommunications: Eight Batteries for Anchorage Telecom Uninterruptable Power Source (UPS)	Precision Power	Yes
Admin.	77-JS-103-97	SS	DO 02-60-0411-97	97	\$37,640	Frame Relay - 512 KPS ports in Juneau & Anchorage	AT&T Alascom	Yes
Admin.	77-JP-024-98	SS	N/A	98	\$130,000	Reservoir Simulator	Geoquest	No
Admin.	77-JP-047-98	LC	N/A	98	\$75,000	Telecommunications: 800# for DMV	AT&T Alascom	Yes
Admin.	77-JS-126-97	SS		97	\$2,000,000	Management: Bank Of America Bldg.	Compass Management	Yes
Admin.	77-JP-060-97	LC		97	\$750,000	Computer Consulting: Relational Database Management Systems / Software	IBM	Yes
C&RA	77-JP-041-98	SS	366838	98	\$85,613	Software License: Microage 65 NCD Network Stations,	MicroAge	Yes
C&RA	77-JS-078-98	SS	21-010A-98	98	\$9,603	Construction/Remodel: Ketchikan Job Center	Waterfall Group Ltd.	Yes
C&RA		SS	DO 366859	98	\$10,321	Office Furniture: Steelcase Furniture for Juneau One-Stop	Capital Office Supply	Yes
Commerce		SS	880356	98	\$25,000	Assessment & Self-Assessment	National Regulatory Research Institute	No
Commerce	77-AS-017-97	SS	02-015-97	97	\$100,000	Bond Council	Ballard, Spang, Andrews, & Ingersoll	No
Commerce		LC	98-0084	98	\$300,000	Made in Alaska Program Administration	Make It Alaskan, Inc.	Yes
Commerce	77-JP-054-97	SS	DO-361404	97	\$43,000	Software Licenses Oracle Corp.	Oracle Corporation	No
Commerce		SS	DO 335080	98	\$17,019	Office Furniture: American Seating System	Capital Office Systems	Yes
Commerce		SS	DO 361590	97	\$7,000	Office Furniture: American Seating System	Capital Office Systems	Yes
Commerce		SS	DO 361593	97	\$20,561	Mailing equipment	Pitney Bowes	Yes
Commerce		SS	DO 367525	98	\$9,000	Software Licenses Oracle Corp.	Oracle Corporation	No
Commerce		SS	DO 367526	98	\$6,580	Office Furniture: System Furniture floor plan	Capital Office Systems	Yes
Commerce		SS	DO 370838	98/99	\$1,920	Software Licenses Oracle Corp.	Oracle Corporation	No
Commerce		SS	DO 370849	99	\$36,534	Software Licenses Oracle Corp.	Oracle Corporation	No
Commerce		SS	DO 370873	99	\$16,254	Software Licenses Oracle Corp.	Oracle Corporation	No
Commerce	77-JP-080-98	LC	N/A	98	\$400,000	Full Mission Bridge Simulator Device	RTM Star Center	No
Commerce	77-JS-026-97	SS	N/A	97	\$100,000	Study of Ketchikan Ship Yard	TMI, Inc.	Yes
Corrections	77-AP-022-98	SS	20-048-98	98	\$78,000	Victim Notification System	The Vine Company	No
Corrections	77-JP-065-97	SS	20-081-97	97	\$125,000	OEI - patented parts to ACI products	OEI-Krueger	No
Corrections	77-JS-052-97	LC	97-0066	97	\$50,000	Cognitive Skills Program Education Services	High Intensity Learning	Yes
Corrections	77-JS-044-97	LC	97-0093	97	\$3,462,830	CRC Services Halfway Houses	Akcela Treatment Services	Yes
Corrections	77-JS-075-97	EM	97-0120	97	\$35,000	Child Fatality Review Team	Various contractors	Yes
Corrections	77-JS-087-97	SS	97-0155	97	\$80,000	Organizational Analysis	Council of State Governments	No
Corrections	77-JP-131-97	LC	98-0025	98	\$127,800	Sex Offender Treatment: Anchorage	Southcentral Foundation	Yes
Corrections	77-JP-131-97	LC	98-0026	98	\$126,800	Sex Offender Treatment: Anchorage	Jan Nielsen, M.S., L.M.F.T.	Yes

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Corrections	77-JP-131-97	LC	98-0027	98	\$174,800	Sex Offender Treatment: Anchorage	Jan Nielsen, M.S., L.M.F.T.	Yes
Corrections	77-JS-045-98	LC	98-0120	98	\$310,000	Corrections: Halfway House Services	Manilaq Association	Yes
Corrections	77-JS-058-98	LC	98-0122	98	\$194,187	Corrections: Reception Center - Co-educational Community Recreation Center for Adult Offenders in Anchorage	Allvest, Inc.	Yes
Corrections	77-JS-113-98	SS	99-0010	98	\$344,670	Substance Abuse Services	Fairbanks Native Association	Yes
Corrections	77-JS-105-98	SS	99-0023	98	\$104,000	Hemodialysis Services	Rozanne Rose	Yes
Corrections	77-JS-098-98	LC	99-0040	98	\$2,600,000	DOC Software Services For New Inmate MET. System	Informix Software, Inc.	No
Corrections		SS	DO 972799	97	\$10,500	Laundry Equipment Maintenance	Automated Laundry Systems	Yes
Education	77-JP-120-97	SS	05-PSE-11-97	97	\$50,000	Software Pkgs.	Dubois Brown & Co. Inc.	No
Education	77-JS-124-97	LC	98-0004	97	\$500,000	Audit Services	Various	Yes
Education	98-002	SS	98-002	98	\$5,000	Modify Cost Demand Model	HMS, INC.	No
Education	98-010	SS	98-010	98	\$8,000	Revise and Update Instructional Modules	Judi Hall	No
Education		SS	98-0116	98	\$57,000	Assessment Program	Fairbanks North Star Borough SD	Yes
Education	98-013	SS	98-013	98	\$5,000	Computer: AS/400 Assessment	Education Management Assoc.	Yes
Education	98-017	SS	98-017	98	\$20,000	Instruction/Assistance AKDOE IDC Rate APP	Federal Costing Concepts	No
Education	77-JS-111-98	SS	99-0056	98	\$5,940	Educational Testing & Comprehensive Assessment	CTB/McGraw Hill	No
Education	77-JS-121-98	LC	99-0064	98	\$190,000	Services to Conduct Reviews of School Food Auth.	Various	Yes
Education	77-JP-101-98	SS	D.O. 052109698	98	\$125,000	Computer: Purchase of IBM AS/400 w/ software upgrade	Education Management Assoc.	Yes
Education	98-015	SS	D.O.052107298	98	\$7,690	Computer Rack System for Main Computer Room	Wright Line	Yes
Education	98-007	SS	DO 055001498	98	\$12,000	Bus Transportation for students and staff	Prewitt Enterprises	Yes
Education	98-004	SS	DO 055001598	98	\$6,000	Referee Services/DO 055001598	Sitka Referee Assoc.	Yes
Education	97-001	SS	DO 335261	97	\$20,000	Education Summit/We only paid \$458.00	Alyeska Hotel	Yes
Education	98-003	SS	DO 347075	98	\$5,124	Copier: Maintenance (DO 347075)	Financial Systems Products	Yes
Education	98-001	SS	DO 351874	98	\$15,446	Remodel Conference Room DVR (DO351874)	B & R Construction	Yes
Education	98-005	SS	RAP 98-005	98	\$10,776	Museum Monitoring System	Control Contractors, Inc.	Yes
Education	98-008	SS	RAP 98-008	98	\$10,473	Compact Shelving System for Library	TAB Northwest	No
Education	98-009	SS	RAP 98-009	98	\$11,640	Warranty Repair of Water Heater	Seward Plumbing and Heating	Yes
Education	98-011	SS	RAP 98-011	98	\$22,500	Challenging Behaviors Conference, 1998	Meeting Results	Yes
Education	98-012	SS	RAP 98-012	98	\$6,332	Office Furniture: System Furniture for Director's Office	Capital Office Supply	Yes
Education	98-016	SS	RAP 98-016	98	\$20,793	Reprint Proprietary Answer Sheets	CTB/McGraw Hill	No
Env. Cons.	77-JP-049-4	SS	245863	97	\$37,575	Scientific Instrument - Gas Chromatograph	Varian Instruments	No
Env. Cons.	12-004-18	SS	18-10-5003	97	\$10,000	Private Office w/ Movable Walls	B & R Construction	Yes
Env. Cons.	12-001-98	SS	18-10-5004	98	\$18,645	Design of Individual Workstation	Juneau Business Interiors	Yes

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Env. Cons.	12-002-98	SS	18-10-5007	98	\$49,536	Construction of Hard Walled Offices	B & R Construction	Yes
Env. Cons.	32-005-18	SS	18-30-5005-97	97	\$6,500	Office Furniture: Hon Concensys partitions	Juneau Business Interiors	Yes
Env. Cons.	32-007-18	SS	18-30-5011	97	\$11,221	Purchase Installation of Panels	Juneau Business Interiors	Yes
Env. Cons.	18-010-97	SS	18-50-5035	97	\$8,768	Construct Overhead Shelter	B-Line Construction	Yes
Env. Cons.	55-009-18	SS	18-50-5039	97	\$10,800	Office Furniture: Hon Concensys partitions	Juneau Business Interiors	Yes
Env. Cons.	77-JP-004-98	LC	18-60-5004-98	98	\$146,510	Special Equipment Chemistry Lab - Juneau	VS Elemental	No
Env. Cons.	77-JP-142-97	SS	18-60-5014-97	97	\$71,000	Lab Equipment	Hewlett Packard	No
Env. Cons.	77-JS-069-98	SS	96-0171	98	\$50,000	Hearing Officer: SOA & Oil Shippers	Robert M. Johnson	Yes
Env. Cons.	77-JB-121-97	SS	96-120	97	\$86,000	Develop and implement pollution prevention planning activities in Alaska	Ross & Associates	No
Env. Cons.	77-JS-094-97	SS	97-0158	97	\$50,000	HGM Training Briefing Workshop	National Wetlands Science Training Coop	No
Env. Cons.	77-JS-135-97	SS	98-0067	98	\$75,000	Oil Spill Research - Test Effectiveness of Dispersants	AEA Technology Pic United Kingdom	No
Env. Cons.	20-006-18	SS	CO 18-1032-97	97	\$10,000	Support and Guidance/Green Star	Green Star Inc.	Yes
Env. Cons.	12-002-98	SS	CO 18-2013-98	98	\$30,000	Training and installation of the LES Model Program	EMCON Alaska	Yes
Env. Cons.	12-003-98	SS	CO 18-2015-98	98	\$8,100	In-depth research and analysis of secondary containment oil storage tank system	Golder Associates	Yes
Env. Cons.	12-004-98	SS	CO 18-2021-98	98	\$15,000	Develop HGM Interior guidebooks	National Wetlands Science Training Coop	No
Env. Cons.	12-006-98	SS	CO 18-2027-98	98	\$15,000	Oil Spill Pool: Underwater survey of	Subscas Services	Yes
Env. Cons.	77-JB-127-97	SS	CO 18-9039-96	97	\$28,000	Develop and implement AK Materials Exchange Program	White Dog Consulting and Research	Yes
Env. Cons.	12-001-98	SS	DO 18-10-5015-98	98	\$7,800	Software Support: Annual Technical Support	MicroMedex, Inc.	No
Env. Cons.	12-008-98	SS	DO 18-10-5074-98	98	\$6,500	Purchase and installation of folding wall	B-Line Construction	Yes
Env. Cons.	12-005-98	SS	DO 18-30-5037-98	98	\$9,081	Air Quality Program: O3 Analyzer	Thermo Environmental	No
Env. Cons.		SS	DO 244957	97	\$6,421	Tomes Plus Software Upgrades	MicroMedex, Inc.	No
Env. Cons.		SS	DO 245816	97	\$11,966	Copier: Annual Maintenance	Xerox Corp.	Yes
Env. Cons.		SS	DO 245822	97	\$15,933	Copier: Annual Maintenance	Tongass Business Center	Yes
Env. Cons.		SS	DO 245832	97	\$20,716	Copier: Annual Maintenance	Xerox Corp.	Yes
Env. Cons.		SS	DO 299897	97	\$10,933	Office Furniture: Work Surfaces & Misc. Accessories	Juneau Business Interiors	Yes
Env. Cons.		SS	DO 299996	97	\$12,435	Annual Full Service Maintenance	Fisons Instruments	No
Fish & Game	N/A	SS	11-026-98	98	\$28,134	Rotary Screw Trap	E.G. Solutions	No
Fish & Game	N/A	SS	11-037-98	98	\$31,100	Pint Sized Pescalator	PRA Manufacturing	No
Fish & Game	N/A	SS	11-055-98	98	\$28,134	Tension Tube Up-well Tanks	Fiberglass Marine	No
Fish & Game	N/A	SS	11-058-98	98	\$24,300	Satellite Transmitters for Implant in Waterfowl	Microwave Telemetry	No
Fish & Game	N/A	SS	11-062-98	98	\$15,500	Vet. Imaging System, Ultrasound, Portable	Aloka Company LTD	No
Fish & Game	N/A	SS	11-077-98	98	\$14,961	Biosonic DT5000 Upgrade	BioSonic, Inc.	No

Department making Procurement	RAP Number	RFP /ITB/SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Fish & Game	N/A	SS	11-079-97	97	\$11,892	Service maintenance	Digital Equipment Corp.	No
Fish & Game	N/A	SS	11-092-97	97	\$25,662	Software Maintenance	SAS Institute	No
Fish & Game	77-JP-083-97	LC	11-11-97	97	\$33,475	Video Production "Hunting Traditions in Alaska"	Moving Images	Yes
Fish & Game	N/A	SS	11-146-97	97	\$7,000	Software Maintenance	Computer Associates	No
Fish & Game	N/A	SS	11-195-98	98	\$9,670	Plastic Tipped Dart Tags	Hallprint	No
Fish & Game	77-JP-115-97	SS	11-241-97	97	\$50,000	New Side Scanning Sonar Equip., Parts & Services	Albert Menin	No
Fish & Game	N/A	SS	11-256-98	98	\$50,000	Analysis Scat Stomach Samples	Pacific I.D.	No
Fish & Game	77-JP-105-97	SS	11-262-97	97	\$375,000	Coded Wire Fish Tags & Access	NW Marine Technology	No
Fish & Game	N/A	SS	11-299-97	97	\$21,600	Software: Foresite	BDO Seidman	No
Fish & Game	N/A	SS	11-311-97	97	\$8,135	Software License - ARC/INFO	ESRI	Yes
Fish & Game	N/A	SS	11-314-97	97	\$27,360	Isotopic Research	Isotec, Inc.	No
Fish & Game	N/A	SS	11-315-98	98	\$30,000	DNA sequencer upgrade	Perkin Elmer Corp.	No
Fish & Game	N/A	SS	11-340-97	97	\$31,873	DNA sequencer maintenance	Perkin Elmer Corp.	No
Fish & Game	N/A	SS	11-369-97	97	\$7,000	Animal Tracking Equipment: Repair Radio Collars	Telonics	No
Fish & Game	N/A	SS	11-412-97	97	\$7,680	Vaki Smolt Counter Scanner	P.R.A. Manufacturing	No
Fish & Game	N/A	SS	11-434-97	97	\$50,000	Fish: Wheel Operation - Tanana River	Terry Duyck	Yes
Fish & Game	N/A	SS	11-435-97	97	\$50,000	Protein Electrophoresis Stains	Sigma Chemical	No
Fish & Game	N/A	SS	11-466-97	97	\$9,540	Software: S-Plus for Windows NT, 10 users	Mathsoft, Inc.	No
Fish & Game	77-AS-011-98	LC	11-745L-98	98	\$28,800	New Space in Homer Kbnerr Project	Bay Realty	Yes
Fish & Game	77-JP-072-98	SS	11-750L-98	98	\$570,000	New Space Seward Sealife Center	Seward Association for the Advancement of Marine Science	Yes
Fish & Game	77-JS-010-97	SS	97-009	97	\$950,000	Fish: Transboundary River Salmon Enhancement Program	Douglas Island Pink & Chum	Yes
Fish & Game	77-JS-035-97	SS	97-011	97	\$0	Fish Hatchery: Operation of Klawock Hatchery	Prince of Wales Hatchery Assoc.	Yes
Fish & Game	77-JS-051-97	LC	97-017	97	\$93,200	Hydrological & Geophysical Modeling Work	Coble Geophysical Services	Yes
Fish & Game	77-JS-059-97	SS	97-033	97	\$27,775	Subsistence Research (Seal & Sea Lion)	Kawerak Inc.	Yes
Fish & Game	N/A	SS	97-044	97	\$15,935	Oversight and Administer Meeting	Assoc. of Village Council Presidents	Yes
Fish & Game	77-JS-093-97	SS	98-001	97	\$376,100	Submersible Vessel for Demersal Shelf Rookfish Stock Assessment	Delta Oceanographics	No
Fish & Game	77-JS-031-98	SS	98-015	98	\$192,100	Stable Isotope Analysis	Prince William Sound Science Center	Yes
Fish & Game	N/A	SS	98-045	98	\$20,000	Sustainable Fisheries Project Report for Board of Fisheries	Fisheries & Aquatic Services	No
Fish & Game	77-JS-109-98	SS	99-008	98	\$200,000	Hatchery Chinooks in Sitka, AK	Northern Southeast Regional Aquaculture Association	Yes
Governor	77-JP-024-97	SS	DO 353196	97	\$26,500	Maintenance Agreement/Card Readers	L.R. Computers	No
Governor	77-JP-002-97	SS	DO 353257	97	\$98,000	Computer Hardware/Ballot Punches	Sequoia Pacific	No
Governor	77-JP-001-97	SS	DO 356779	97	\$21,000	Maintenance Agreement/Ballot System	Sequoia Pacific	No

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
H&SS	98-020	SS	364873	98	\$20,000	Paragon 2 Postage Machine	Pitney Bowes	Yes
H&SS	77-AP-018-98	SS	06-0119-98	98	\$59,000	Remodel of Space #1517	R&R Services. Co. Inc.	Yes
H&SS	77-JP-030-98	SS	06-038-98	98	\$120,098	Office Furniture: Systems Furniture	Capital Office Systems	Yes
H&SS	77-JP-030-98	SS	06-038-98	98	\$13,239	Office Furniture: Systems Furniture	Capital Office Systems	Yes
H&SS	77-JP-036-97	SS	06-094-97	97	\$46,800	Printing: 1997 WIC Calendar	Whitman Communications	Yes
H&SS	98-007	SS	06-141-98	98	\$8,017	Software: Windows License	SAS Institute	No
H&SS	77-JP-055-97	SS	06-152-97	97	\$100,000	Hemoglobin Photometer, hemocuc, glucose, photometer, microcuvettes	Wright Medical Services	No
H&SS	98-011	SS	06-168-98	98	\$18,000	Auto scan, auto match, matchware	Matchware Technologies, Inc.	No
H&SS	77-JP-094-98	SS	06-185-98	98	\$150,000	Office Furniture: Steelcase	Capital Office Supply	Yes
H&SS		SS	06-245-97	97	\$39,169	Office Furniture: Steelcase	Capital Office Supply	Yes
H&SS	77-JP-090-97	SS	06-245-97	97	\$39,169	Office Furniture: Steelcase Systems	Capital Office Supply	Yes
H&SS	77-JP-107-98	LC	06-261-98	98	\$90,517	AOB Network Rewiring	GCI	Yes
H&SS	98-023	SS	06-286-98	98	\$18,190	Office Furniture for DMHDD	Capital Office Supply	Yes
H&SS	98-024	SS	06-289-98	98	\$44,110	Office Furniture: Work Stations	Juncau Business Interiors	Yes
H&SS	98-025	SS	06-355542	98	\$9,648	Medical Equipment	Humane Restraint Co.	No
H&SS	98-026	SS	06-355543	98	\$7,063	Medical Equipment	Moduform	No
H&SS	98-002	SS	06-4123-98	98	\$6,950	Remodel: Gambel St. Offices - DPA	The Bloomfield Co.	Yes
H&SS	77-AP-043-97	SS	06-4133-97	97	\$250,000	Meal Services. Fairbanks Youth Facility	Fairbanks Memorial Hospital	Yes
H&SS	None	SS	06-4165-97	97	\$6,000	Parking	Diamond Parking	Yes
H&SS	None	SS	06-4276-97	97	\$19,320	Air Conditioning Unit	TRF Management	Yes
H&SS	77-JP-065-98	SS	06-4293-98	98	\$150,000	BACTEC Systems & Supplies	Becton Dickinson Diagnostics	Yes
H&SS	98-012	SS	06-4340-98	98	\$2,990	PM-Oak Post Mortem Specimen Collection Kit	Tri-Tech, Inc.	No
H&SS	None	SS	06-4342-97	97	\$55,000	Tissue Culture Media	Bio Whittaker, Inc.	No
H&SS	98-013	SS	06-4350-98	98	\$20,000	Statewide Radio & TV Broadcasts Educational PSA's	Alaska Broadcaster's Association	Yes
H&SS	98-019	SS	06-4370-98	98	\$14,186	Office Furniture: Steelcase	Capital Office Systems	Yes
H&SS	77-AP-030-97	SS	06-4377-97	97	\$42,000	Generator:Purchase/Install	Cummins N.W./Redi Electric	Yes
H&SS	None	SS	06-4416-97	97	\$13,361	Fluorometer	(installation) Waters Corporation	No
H&SS	77-JP-057-97	SS	06-4433-97	97	\$160,000	Virology Products for State Virology Lab	Bio Whittaker, Inc.	No
H&SS	77-AS-031-97	SS	06-4489-97	97	\$8,500	Remodel: Frontier Bldg: Exterior Space to house generator #2096	TRF Management	Yes
H&SS	None	SS	06-4532-97	97	\$9,024	Remodel: Additional Walls and Door - DPA Office	The Bloomfield Co.	Yes
H&SS	None	SS	06-4552-97	97	\$12,319	Equipment (Centrifuge, Rotor Systems)	VWR Scientific	Yes
H&SS	None	SS	06-4567-97	97	\$17,130	Refrigerated Centrifuge	Sorvall, Inc.	No

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H&SS	None	SS	06-4630-97	97	\$39,061	Computer Equipment	Insignia Solutions, Inc.	No
H&SS	98-022	SS	06-4844-98	98	\$25,945	170-8100 Gel. Doc. 200 System 120V	BIO-RAD Laboratories	No
H&SS	98-005	SJ	06-5036-98	98	\$6,347	Office Furniture: Steelcase	Capital Office Systems	Yes
H&SS	98-009	SS	06-5043-98	98	\$2,250	Software: 1 year maintenance for Windows #111460	Light Speed Software	No
H&SS	98-016	SS	06-5067-98	98	\$4,975	Software: Modification of Electronic Birth Certificate Software/Labor	Genesis Systems Corporation	No
H&SS	77-JS-112-97	SS	0697-076	97	\$5,110	Involuntary Commitment Training Project	C & S Management Associates	Yes
H&SS	None	SS	0698-035	98	\$10,000	Continuity of Care Study	Jennifer Gerkin	Yes
H&SS	None	SS	0698-035	98	\$10,000	Discharge Data - Alaska Psychiatric Institute	Jennifer Gerkin	Yes
H&SS		SS	0698-038	98	\$48,000	Laboratory Information Management & Billing System: Upgrade & Maintenance	NORCOM	Yes
H&SS	None	SS	0698-042	98	\$24,000	Processing of Social Security Benefits for DFYS Children	F. M. Blake & Associates	No
H&SS	None	SS	0698-050	98	\$49,000	Ddiana Support/Maintenance	Information Insights, Inc.	Yes
H&SS	None	SS	0698-075	98	\$50,000	Healthy Families Alaska	The Family Institute, Hawaii	No
H&SS	98-006	SS	0698-102	98	\$49,035	Federal Funding, training & program design enhancements	Schmid, Donald ,ACSW,LCSW	No
H&SS	98-006	SS	0698-102	98	\$49,035	Training to DFYS to Secure Federal Funding	Schmid, Donald ,ACSW,LCSW	No
H&SS	98-008	SS	0698-103	98	\$49,977	Design & Implementation of CPS Case Worker Management & Supervision Model	Child Welfare League of America	No
H&SS	98-008	SS	0698-103	98	\$49,977	Design Case Worker Management and Supervision System for Child Protective Services	Child Welfare League of America	No
H&SS	98-010	SS	0698-110	98	\$25,000	PR & Education Regarding Child Protective Services Delivery System	Child Welfare League of America	No
H&SS	98-015	SS	0698-125	98	\$10,165	Research & Analysis of Serious Habitual Offenders	UAA	Yes
H&SS	98-021	SS	0698-133	98	\$24,500	Public Health Law Regulations Consultant	Gostin, Lawrence, J.D.,LL.D.	No
H&SS	77-JS-204-96	SS	97-0050	97	\$75,000	Accreditation of Youth Facility & YCFAC	American Correctional Assoc.	No
H&SS	77-JS-007-97	SS	97-0056	97	\$75,000	NW Adoption Exchange	Northwest Resources Associates	No
H&SS	77-JS-047-97	SS	97-0091	97	\$112,639	Injury Prevention Commercial Fisheries & AQUA	AK Marine Safety Education Assoc.	Yes
H&SS	77-JS-066-97	LC	97-0109	97	\$50,000	ATA? Regulations Project	Dillon and Findley	Yes
H&SS	77-JS-078-97	SS	97-0119	97	\$72,244	Culture Change Training Prototype Project	Mid America Consulting Group	No
H&SS	77-JS-080-97	EM	97-0127	97	\$50,000	Social Security Income: Redetermination Appeals & Referrals	Disability Law Center of Alaska	Yes
H&SS	77-JS-022-98	LC	97-0179	97	\$70,076	API 2000 Implementation	J.L.Mitson, & Associates	Yes
H&SS	77-JS-097-96	SS	97-0183	97	\$48,000	Mammography Inspections - Statewide	Sid Heidersdorf	Yes
H&SS	77-JS-001-98	SS	98-0069	98	\$120,000	Foster Parent Training	Northwest Resources Associates	Yes
H&SS	77-JS-034-98	SS	98-0106	98	\$106,394	Injury Prevention Safety Instruction & Training	AK Marine Safety Education Assoc.	Yes
H&SS	77-JS-049-98	SS	98-0121	98	\$80,000	Alternative Care Conference. Anchorage.	Northwest Resources Associates	Yes

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H&SS	77-JS-100-98	SS	98-0197	98	\$663,663	Needs Assessment Study	North Charles, Inc.	Yes
H&SS	77-JS-090-98	SS	99-0027	98	\$71,000	Needs Assessment analysis & reporting	North Charles, Inc.	Yes
H&SS	None	SS	CA#6003	97	\$40,000	WIC Warrants	Continuous Printing	Yes
H&SS		SS		97	\$9,766	Software: Map Information	Geo Resource Solutions	Yes
H&SS		SS		97	\$5,250	PC Hardware	MicroAge	Yes
H&SS		SS		97	\$15,000	Maintenance & cleanup-PH Center	Olifa Construction	Yes
Labor	77-JP-037-98	SS	#07-5628	98	\$74,000	Software: Cool General	Sterling Software	No
Labor	77-AP-027-97	LC	07-009-97	97	\$275,000	Telephone: Intrastate & Interstate long distance service (IVR)	GCI	Yes
Labor	77-JP-011-98	SS	07-5537	98	\$110,748	Software, Hardware, Licenses	MicroAge	Yes
Labor	77-JP-020-98	SS	07-5688	98	\$61,690	Software: NCD	MicroAge	Yes
Labor	77-JP-018-97	LC	07-60-7-0-001	97	\$170,000	Software: Napersoft Annual Contract w/renewals	Napersoft, Inc.	No
Labor	77-JP-017-97	LC	07-60-7-0-0114	97	\$110,000	Software: Annual Contract	Software AG of North America	No
Labor	77-JP-077-97	SS	07-60-7-00-082	97	\$198,000	Software: Composer	Texas Instruments	No
Labor	77-JS-015-98	SS	98-0101	98	\$100,000	Computer Programming Consultant: ESD Benefits System	MTW Consulting	No
Labor		SS	DO#07-5460	97	\$9,324	Construction - leased building	The Blomfield Company	Yes
Labor		SS	DO#07-5485	97	\$5,184	Construction - leased building	The Blomfield Company	Yes
Labor		SS	DO#07-5533	98	\$6,500	Construction - leased building	Fesko Ventures	Yes
Labor		SS	DO#07-5535	98	\$36,787	Service & supply agreement	Eastman Kodak Company	No
Labor		SS	DO#07-5549	98	\$38,801	Software	MicroAge	Yes
Labor		SS	DO#07-5631	98	\$7,193	Software	SPSS Software, Inc.	Yes
Labor		SS	DO#07-5640	98	\$47,500	Software	University of Oregon	No
Labor		SS	PO#076080141	98	\$36,900	Printer	IBM	No
Law	n/a	SS	96-410-790	98	\$6,000	AGO Conference Speaker / Facilitator	Stephen R. Chitwood	No
Law	77-JS-203-96	LC	97-0053	97	\$100,000	Legal Counsel Geidhof v. State	Young, Sanders, and Feldman	Yes
Law	n/a	LC	97-0125	97	\$150,000	Legal Counsel: State v. Venetie	Hogan & Hartson, LLP	No
Law	n/a	LC	97-0170	97	\$250,000	Hearing Officer: Oil and Gas Case Management/Timekeeping & Billing System	Avrum Gross	Yes
Law	77-JS-013-98	LC	97-0194	98	\$450,000	Replacement	Barrister Information Systems	No
Law	n/a	SS	97-510-820	97	\$10,000	Management Consulting - Timekeeping	Chichagof Mgmt. Services	Yes
Law	n/a	SS	97-600-805	97	\$25,000	Computer Consulting: PROMIS Mainframe System Maintenance	Westmann & Associates	Yes
Law	77-JS-002-98	SS	98-0072	98	\$40,000	APC & KPC Clean-up/ Legal Counsel	Robert Reges	Yes
Law	n/a	LC	98-0090	98	\$150,000	Legal Counsel: Statehood Compact Case Supreme Court Appeal	Hogan & Hartson, LLP	No
Law	n/a	LC	98-0093	98	\$250,000	Legal Counsel: State vs. Hinkle (River Terrace Cleanup)	Robertson, Monagle, & Eastaugh	Yes
Law	77-JS-025-98	SS	93-0107	98	\$100,000	BC Fisheries Lawsuit Outside Counsel	Michael A.D. Stanley, Attorney-at-Law	Yes

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Law	n/a	LC	98-0158	98	\$100,000	Legal Counsel: World Plus	Bankston & McCollum, PC	Yes
Law	n/a	LC	98-0176	98	\$20,000	Engle v. State Outside Counsel	Ashburn & Mason	Yes
Law	n/a	LC	98-0191	98	\$199,500	Legal Counsel: Tort Reform Challenge	Simpson, Tillinghast, et al.	Yes
Law	n/a	EM	98-546-828	98	\$75,000	Legal Counsel: Blockade of Malaspina - B.C.	McEwen-Schmitt & Co., Barristers & Solicitors	No
Law	n/a	SS	98-546-830	98	\$50,000	Legal Counsel: Skagway Dock	Gary Foster	Yes
Law	n/a	SS	DO 347016	97	\$12,360	Software Maintenance	Oracle Corporation	No
Law	77-JP-141-97	SS	DO 347178	97	\$100,500	Software: Upgrade EFS Imaging	Excalibur Technologies	No
Law	n/a	SS	n/a	98	\$50,000	Legal Counsel: Abortion Litigation	Nikolas T. Nikas	No
Law	n/a	SS	n/a	98	\$7,000	AGO Conference Facilities	Alyeska Hotel	Yes
Law	n/a	SS	n/a	98	\$25,000	Statewide DA's Conference Facilities	Alyeska Hotel	Yes
Military/Vet. Aff.	77-JS-027-97	LC	09-011-97	97	\$100,000	Legal Services.	C.R. Baldwin	Yes
Military/Vet. Aff.		LC	97-0126	97	\$50,000	Legal Counsel	C.R. Baldwin	Yes
Military/Vet. Aff.		EM	D.O. 342679	98	\$9,795	Charter Air Flight, Fairbanks to Shismaref	F.S. Air Service, Inc.	Yes
Military/Vet. Aff.		SS	DMVA-001-97	97	\$25,000	Compost toilet inspections	Riverbend Engineering	No
Military/Vet. Aff.		SS	DMVA-004-97	97	\$9,650	Training services	AK Training & Consulting	Yes
Military/Vet. Aff.		SS	DMVA-005-97	97	\$7,718	Software: Consultation/training on automated software	PSDI	No
Military/Vet. Aff.		SS	DMVA-006-97	97	\$6,545	expansion of existing system	Dictaphone	Yes
Military/Vet. Aff.		SS	DMVA-007-97	97	\$6,825	dobbler buffers	EF Data	No
Military/Vet. Aff.		EM	RF# 980207	98	\$9,000	Air Cargo-Equipment/Supplies TO Shismaref	Greatland Air Cargo	Yes
Military/Vet. Aff.		EM	RF# 980208	98	\$9,452	Air Cargo-Lumber, ETC To Shismaref	Northern Air Cargo	Yes
Military/Vet. Aff.		EM	RF# 980225	98	\$5,405	Air Cargo-Lumber, To Shismaref	Spensard Builders Supply	Yes
Military/Vet. Aff.		EM	RF# 980229	98	\$9,971	Air Cargo-Response Equipment. To Shismaref	Lynden Air Cargo	Yes
Military/Vet. Aff.		EM	RF# 980275	98	\$6,061	Front End Loader	Craig Taylor Equipment	Yes
Natural Resources	10-002-98	SS	364341	98	\$14,793	NAIAD Inflatable Vessels - parts	NAIAD Inflatables Alaska	Yes
Natural Resources	10-009-98	SS	1010066	98	\$7,025	Software Licenses	SAS Institute	No
Natural Resources	10-010-97	SS	1010117	97	\$5,962	Remodel Existing Offices	Frontier Building Management	Yes
Natural Resources	10-004-98	SS	1010128	98	\$21,350	Software: BudTool Network Backup Software, 4 year Maintenance	Peripheral Devices Corp.	No
Natural Resources	10-011-98	SS	1030172	98	\$19,450	Aerial color photography Haines State Forest	AcroMap U. S.	Yes
Natural Resources	10-001-98	SS	1041152	98	\$8,300	Hardware & Software Support Services	Data General Corp.	No
Natural Resources	EMG 10999	EM	24850643	97/96	\$8,015	Kazakof Bay Machinery & Equipment Rental	Silver Bay Logging, Inc.	Yes
Natural Resources	EMG 10999	EM	24867204	97/96	\$16,800	Crooked Creek: Aircraft Charters	Tatonduk Flying Service	Yes
Natural Resources	EMG 10999	EM	24868601	97/96	\$10,659	Hidden Aircraft Charters	Lake Clark Air, Inc.	Yes
Natural Resources	EMG 10999	EM	24870153	97/96	\$15,386	Miller's Reach: Freight & Express Charges	Lynden Transport	Yes

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Natural Resources	EMG 10999	EM	24872532	97/96	\$8,000	Miller's Reach: Freight & Express Charges	Alaska West Express, Inc.	Yes
Natural Resources	EMG 10999	EM	24877587	97/96	\$26,158	Miller's Reach: Machinery & Equipment Rental	Alascape, Inc.	Yes
Natural Resources	EMG 10999	EM	24877687	97/96	\$7,954	Multiple Fires: Fire Fighting Supplies	Recreational Equipment Inc.	Yes
Natural Resources	EMG 10999	EM	24877886	97/96	\$5,457	Miller's Reach: Machinery & Equipment Rental	Airline Support, Inc.	Yes
Natural Resources	EMG 10999	EM	24877904	97/96	\$12,850	Crooked Creek: Machinery & Equipment Rental	Foster Construction	Yes
Natural Resources	EMG 10999	EM	24877909	97/96	\$9,030	Crooked Creek: Machinery & Equipment Rental	Matthew Schneyer	Yes
Natural Resources	EMG 10999	EM	24877950	97/96	\$8,925	Crooked Creek: Machinery & Equipment Rental	Marjorie E. Tillion	Yes
Natural Resources	EMG 10999	EM	24878025	97/96	\$14,485	Miller's Reach: Machinery & Equipment Rental	Kenneth N. Dillard	Yes
Natural Resources	EMG 10999	EM	24878034	97/96	\$53,657	Miller's Reach: Machinery & Equipment Rental	Robert Peterkin	Yes
Natural Resources	EMG 10999	EM	24878155	97/96	\$13,620	Miller's Reach: Machinery & Equipment Rental	The Valley Sawmill	Yes
Natural Resources	EMG 10999	EM	24882398	97/96	\$5,920	Crooked Creek: Machinery & Equipment Rental	Pearse Construction	Yes
Natural Resources	EMG 10999	EM	24882505	97/96	\$7,530	Miller's Reach: Aircraft Charters	Commander Northwest Ltd.	Yes
Natural Resources	EMG 10999	EM	24882676	97/96	\$6,005	Miller's Reach: Machinery & Equipment Rental	Don Cameron	Yes
Natural Resources	EMG 10999	EM	24882706	97/96	\$19,047	Crooked Creek: Machinery & Equipment Rental	Gates Construction	Yes
Natural Resources	EMG 10999	EM	24882721	97/96	\$14,738	Crooked Creek: Machinery & Equipment Rental	AK Operating Engineers/Employee	Yes
Natural Resources	EMG 10999	EM	24882724	97/96	\$5,483	Miller's Reach: Machinery & Equipment Rental	John Padie	Yes
Natural Resources	EMG 10999	EM	24882726	97/96	\$25,731	Miller's Reach: Machinery & Equipment Rental	Tom Henkel	Yes
Natural Resources	EMG 10999	EM	24882740	97/96	\$17,743	Miller's Reach: Machinery & Equipment Rental	Terry Webster	Yes
Natural Resources	EMG 10999	EM	24882752	97/96	\$5,125	Miller's Reach: Machinery & Equipment Rental	Greg Morgan	Yes
Natural Resources	EMG 10999	EM	24882753	97/96	\$15,487	Miller's Reach: Machinery & Equipment Rental	John Light	Yes
Natural Resources	EMG 10999	EM	24885842	97/96	\$623,644	Miller's Reach: Catering	Sodexo Alaska, Inc.	Yes
Natural Resources	EMG 10999	EM	24888482	97/96	\$6,465	Crooked Creek: Machinery & Equipment Rental	Alaska Industrial Resources, Inc.	Yes
Natural Resources	EMG 10999	EM	24889894	97/96	\$58,105	Miller's Reach: Helicopter Charter	Maritime Helicopters	Yes
Natural Resources	EMG 10999	EM	24889927	97/96	\$12,461	Miller's Reach: Machinery & Equipment Rental	John P. Fruzen	Yes
Natural Resources	EMG 10999	EM	24889928	97/96	\$10,340	Miller's Reach: Machinery & Equipment Rental	Daniel Dryden	Yes
Natural Resources	EMG 10999	EM	24889929	97/96	\$19,250	Miller's Reach: Machinery & Equipment Rental	Curtis French	Yes
Natural Resources	EMG 10999	EM	24892731	97/96	\$9,845	Machinery & Equipment Rental	Water Wagon	Yes
Natural Resources	EMG 10999	EM	24892866	97/96	\$12,108	Crooked Creek: Machinery & Equipment Rental	Kenai Airport Fuel Service	Yes
Natural Resources	EMG 10999	EM	24894456	97/96	\$11,043	Miller's Reach: Machinery & Equipment Rental	Ogard Leasing	Yes
Natural Resources	EMG 10999	EM	24894459	97/96	\$11,025	Miller's Reach: Machinery & Equipment Rental	Rappe Excavating	Yes
Natural Resources	EMG 10999	EM	24894463	97/96	\$10,580	Crooked Creek: Machinery & Equipment Rental	Jerry K. Holland	Yes
Natural Resources	EMG 10999	EM	24899759	97/96	\$55,000	Miller's Reach: Machinery & Equipment Rental	Alascom, Inc.	Yes
Natural Resources	EMG 10999	EM	24905210	98	\$7,745	Multiple Fires: Freight & Express Charge	United Airlines	No

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Natural Resources	EMG 10999	EM	24907207	97/96	\$5,433	Crooked Creek: Machinery & Equipment. & Food Supplies	Archtech Services	Yes
Natural Resources	EMG 10999	EM	24907210	97/96	\$5,672	Multiple Fires: Special Equipment	New Market Alliance, Inc.	Yes
Natural Resources	EMG 10999	EM	24907315	97/96	\$6,452	Misc. Fire Support: Pre-Positioning Machinery & Equipment Rental	Avis Rent A Car	Yes
Natural Resources	EMG 10999	EM	24910734	97/96	\$20,900	Miller's Reach: Machinery & Equipment Rental	Don Davis	Yes
Natural Resources	EMG 10999	EM	24912393	97/96	\$33,332	Miller's Reach: Machinery & Equipment Rental	Service Oil & Gas	Yes
Natural Resources	EMG 10999	EM	24912412	97/96	\$5,723	Misc. Fire Support: Aircraft Charters	Forty Mile Air, Ltd.	Yes
Natural Resources	EMG 10999	EM	24914623	97/96	\$26,071	Crooked Creek: Machinery & Equipment Rental	Artech Services	Yes
Natural Resources	EMG 10999	EM	24918482	97/96	\$12,738	Miller's Reach: Machinery & Equipment Rental	Trans Care Ambulance Service	Yes
Natural Resources	EMG 10999	EM	24918703	97/96	\$60,903	Miller's Reach: Machinery & Equipment Rental	Steppers Construction, Inc.	Yes
Natural Resources	EMG 10999	EM	24924797	97/96	\$7,040	Crooked Creek: Machinery & Equipment Rental	Andersons Snow Plowing	Yes
Natural Resources	EMG 10999	EM	24925484	97/96	\$6,381	Miller's Reach: Machinery & Equipment Rental	Statewide Services, Inc.	Yes
Natural Resources	EMG 10999	EM	24925587	97/96	\$42,588	Miller's Reach: Professional Services	Central Emergency Services	Yes
Natural Resources	EMG 10999	EM	24929540	97/96	\$21,876	Miller's Reach: Room Rental	Plaza Inn Hotel/Days Inn	Yes
Natural Resources	EMG 10999	EM	24931650	97/96	\$33,746	Miller's Reach: Machinery & Equipment Rental	Tim Melican & Associates, Inc.	Yes
Natural Resources	EMG 10999	EM	24940226	97/96	\$13,660	Miller's Reach: Machinery & Equipment Rental	Rent-A-Can Toilet Co.	Yes
Natural Resources	EMG 10999	EM	24940337	97/96	\$7,638	Crooked Creek: Room Rental	Inlet View Bar & Restaurant	Yes
Natural Resources	EMG 10999	EM	24944872	97/96	\$7,313	Miller's Reach: Room Rental	Best Western Barratt Inn	Yes
Natural Resources	EMG 10999	EM	24960920	97/96	\$12,505	Miller's Reach: Room Rental	Westmark Inn	Yes
Natural Resources	EMG 10999	EM	25002932	97/96	\$10,258	Up Yukon Other Repair/Main Sup	Pacific North Equipment Co.	Yes
Natural Resources	EMG 10999	EM	25006751	97/96	\$6,055	Miller's Reach: Room Rental	Ralph E. Eldridge	Yes
Natural Resources	EMG10999	EM	25323400	98	\$7,174	Fire Stores Other Operating Supplies	PETROLEUM SALES	Yes
Natural Resources	EMG10999	EM	25334333	98	\$9,800	Gold Creek Machinery & Equipment	Yutan Construction	Yes
Natural Resources	EMG10999	EM	25345033	98	\$5,665	Midway Equipment Rentals	Gillmore Construction	Yes
Natural Resources	EMG10999	EM	25345037	98	\$10,045	Fire Support Machinery & Equipment Rental	Sourdough Fuel	Yes
Natural Resources	EMG10999	EM	25347816	98	\$32,479	Nuyakuk Fuel, Helicopter	A.C.S. Fuel	Yes
Natural Resources	EMG10999	EM	25359537	98	\$28,706	Midway Fire Machinery & Equipment Rental	AK Motor Coaches	Yes
Natural Resources	EMG10999	EM	25359965	98	\$128,126	Misc. Fire Support: Fuel, Helicopter	Everts Air Fuel	Yes
Natural Resources	EMG10999	EM	25362014	98	\$8,363	Midway Fire Machinery & Equipment Rental	Northern Construction	Yes
Natural Resources	EMG10999	EM	25380001	98	\$5,824	Fire Support Misc. Hardware - Supplies	Unitech of Alaska	Yes
Natural Resources	EMG10999	EM	25380010	98	\$7,963	Tvativak NON-VEHICLE Parts/Supplies	PACIFIC DETROIT DIES	No
Natural Resources	EMG10999	EM	25385167	98	\$6,515	Inowak Fire Machinery & Equipment Rental	Andrew Gusty	Yes
Natural Resources	EMG10999	EM	25386046	98	\$8,360	Misc. Fire Support: Fuel, Helicopter	Woods Air Fuel	Yes
Natural Resources	EMG10999	EM	25386180	98	\$7,898	Inowak Machinery & Equipment Rental	Sinka Zaukar	Yes

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Natural Resources	EMG10999	EM	25387136	98	\$7,247	Multiple Fires: Portable Toilets	SANI-CAN	Yes
Natural Resources	EMG10999	EM	25388743	98	\$7,842	Inowak Machinery & Equipment Rental	Wassillie Sakar	Yes
Natural Resources	EMG10999	EM	25391901	98	\$5,148	Inowak Equipment Rentals	HILL ENTERPRISES	Yes
Natural Resources	EMG10999	EM	25392347	98	\$6,090	Gold Creek Machinery & Equipment Rental	SHIELDS Rental Center	Yes
Natural Resources	EMG10999	EM	25402464	98	\$413,069	Inowak & Other Fires Helicopter Charter	ERA Aviation, Inc.	Yes
Natural Resources	EMG10999	EM	25402554	98	\$9,819	Inowak Aircraft Charters	Tatonduk Flying Service	Yes
Natural Resources	EMG10999	EM	25409357	98	\$111,738	Inowak Aircraft Charters	Woods Air Service	Yes
Natural Resources	EMG10999	EM	25409360	98	\$16,847	Vinsale Mountain Helicopter Charter	Trans Alaska Helicopters	Yes
Natural Resources	EMG10999	EM	25412501	98	\$11,340	Inowak Aircraft Charters	Yute Air Alaska	Yes
Natural Resources	EMG10999	EM	25438142	98	\$54,494	Misc. Fire Support: Aircraft Charters	Commander N. W. Leasing	Yes
Natural Resources	EMG10999	EM	25442958	98	\$11,252	Inowak Fire Room Rental	Northern Lights ANC	Yes
Natural Resources	EMG10999	EM	25467948	98	\$13,579	Tvativak Fire Room Rental	BRISTOL Inn	Yes
Natural Resources	10-002-97	SS	10-002-97	97	\$5,500	Software: Oracle software support	Oracle Corporation	No
Natural Resources	77-JP-084-98	SS	10-053-98	98	\$62,000	Data & Reports Purchase	Micropalco Consultants Inc.	No
Natural Resources	77-JP-106-98	SS	10-1146-98	98	\$195,000	Software Maintenance & Licensing, 4 yr	ESRI	No
Natural Resources	77-JP-116-97	SS	10-3-088-97	97	\$250,000	Liquid Concentrate Fire Retardant 3 yr term	Chemonics Fire-Trol. Inc.	No
Natural Resources	77-JP-117-97	SS	10-3-090-97	97	\$270,000	Pumps & Parts for Forestry 3 yr term	Wildfire Pacific	No
Natural Resources	77-JP-019-97	SS	10-4-014-97	97	\$16,101	Software: Oracle software support	Oracle Corporation	No
Natural Resources	10-97-003	SS	10-97-003	97	\$14,000	Fossil Expert	William P. Elder, Ph.D.	No
Natural Resources	97-10-002	SS	10-97-020	97	\$50,000	Fossil Analysis	Micropalco Consultants Inc.	No
Natural Resources	10-97-004	SS	10-97-023	97	\$15,000	Marine Biologist	Oceanus Alaska	Yes
Natural Resources	77-JS-088-97	SS	10-97-038	97	\$67,548	Trail Development	SAGA	Yes
Natural Resources	10-97-005	SS	10-97-052	97	\$25,000	Forestry Research	Tanana Chiefs Conference Inc.	Yes
Natural Resources	10-98-030	EM	10-98-030	98	\$54,700	Palmer Slaughter House: Clean-up	Taylored Restoration Services	Yes
Natural Resources	10-98-001	SS	10-98-043	98	\$7,500	AJV Follow-up Appraisal	Cascade Appraisals	No
Natural Resources	10-003-97	SS	101-033-97	97	\$6,489	Remodel: TI Frontier Building Labor & Materials	Frontier Building Management	Yes
Natural Resources	10-005-97	SS	101-056-97	98	\$6,430	Remodel: Labor & Materials to Restore Suite #858	Frontier Building Management	Yes
Natural Resources	77-JP-188-95	SS	101-069-97	97	\$19,756	Software Support & Maintenance 2 yr term	Netmanage, Inc.	No
Natural Resources	77-JP-064-97	LC	103-044-97	97	\$63,960	Tree Seedlings: 300,000 White Spruce Seedlings	K and C Silviculture	No
Natural Resources	77-JP-067-97	EM	103-057-97	97	\$52,430	Tree Seedlings: 200,000 White Spruce Seedlings	Pelton Reforestation Lt	No
Natural Resources	10-007-97	SS	103-060-97	97	\$5,500	Software Support: Annual Maintenance	Environmental Systems Research	No
Natural Resources	10-007-98	SS	103 0 148	98	\$21,500	Pilot & Maintenance on Comman 690	Flight Safety, International	No
Natural Resources	10-008-98	SS	103 0 155	98	\$5,950	Pilot Flight Simulator Training	Flight Safety, International	No

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Natural Resources	10-004-97	SS	104-050-97	97	\$12,300	Software: User License & 1 Year Tech Support	Oracle Corporation	No
Natural Resources	10-006-97	SS	104-058-97	98	\$10,900	Software: Prizm Analyses	Geographix	No
Natural Resources	10-005-98	SS	104 0 125	98	\$40,000	Geographix Software License & Maint- 4 yr	Geographix	No
Natural Resources	10-001-97	SS	104 1 072	97	\$6,825	Geographix Software	Geographix	No
Natural Resources	10-006-98	SS	104 1 202	97	\$6,500	Software: 3D Seismic Interpretation & Mapping System	Geographix	No
Natural Resources	77-JP-102-98	LC	106-162-98	98	\$68,338	Helicopter Charter	ERA Aviation, Inc.	Yes
Natural Resources	10-011-97	SS	106 1 043	97	\$6,100	Software Support Services - Renewal	Environmental Systems Research	No
Natural Resources	EMG 10999	EM	24826421 24877498	97/96	\$10,834	Multiple Fires: Fire Supplies, Electronic Supplies	Frigid North Co.	Yes
Natural Resources	EMG 10999	EM	24832014 24882470	97/96	\$15,964	Multiple Fires: Miller's Reach Fire Supplies	Costco, Inc.	Yes
Natural Resources	EMG 10999	EM	24857134 24857140 24867893 24867901 24867910	97/96	\$78,146	Miller's Reach: Machinery & Equipment Rental	Alaska Corporation	Yes
Natural Resources	EMG 10999	EM	24858725 24877541 24879255 24879261 24879262 24879263 24879269 24880133 24880134 24880776 24892824 24894465 24912401 24926246 24928998 24929016 24929171 24940207 24940212	97/96	\$647,592	Hidden Machinery & Equipment Rental	Laidlaw Transit, Inc.	Yes
Natural Resources	EMG 10999	EM	24863386 24863390	97/96	\$20,418	Kazakof Bay Machinery & Equipment Rental	Ben A Thomas, Inc.	Yes
Natural Resources	EMG 10999	EM	24864020 24880148 24889896 24892800 24899756 24905206 24905209 25031817	97/96	\$587,070	Hidden Miller's Reach Larson Bay Aviation Fuel Helicopter & aircraft Charters	Kenai Air Alaska Inc.	Yes
Natural Resources	EMG 10999	EM	24868723 24925585	97/96	\$111,870	Miller's Reach: Aircraft Charters	F.S. Air Service, Inc.	Yes
Natural Resources	EMG 10999	EM	24868739 24886972 24889895 24972048 24877524 24924827	97/96	\$193,012	Multiple Fires: Sawmill Creek #2 Crooked Creek Miller's Reach Helicopter Charter	ERA Aviation, Inc.	Yes
Natural Resources	EMG 10999	EM	24936417 24936419 25100530	97/96	\$162,009	Miller's Reach: Machinery & Equipment Rental	Fishers Fuel, Inc.	Yes
Natural Resource	EMG 10999	EM	24877531 24878002 24878013 24912396 24929169	97/96	\$221,827	Miller's Reach: Machinery & Equipment Rental	Kopperud Transportation, Inc.	Yes
Natural Resources	EMG 10999	EM	24878045 24918703 24924820 24936365	97/96	\$101,868	Miller's Reach: Machinery & Equipment Rental	Steppers Construction, Inc.	Yes

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Natural Resources	EMG 10999	EM	24878061 24912266 24918488 24918687 24927537 25011827	97/96	\$97,256	Miller's Reach: Machinery & Equipment Rental	Rutter Bros Inc.	Yes
Natural Resources	EMG 10999	EM	24882661 24953706	97/96	\$29,267	Tetlin Ackerson/Car Machinery & Equipment Rental/Repair Maint.	Tok Transportation Inc.	Yes
Natural Resources	EMG 10999	EM	24882680 24893634 24930176	97/96	\$55,502	Miller's Reach: Machinery & Equipment Rental	Tope Equipment	Yes
Natural Resources	EMG 10999	EM	24882691 24882904 24889931 24912274 24936422	97/96	\$97,724	Crooked Creek Miller's Reach Machinery & Equipment Rental	Tony Gunley	Yes
Natural Resources	EMG 10999	EM	24882715 24918693 24944917	97/96	\$27,670	Miller's Reach: Machinery & Equipment Rental	Northern Construction	Yes
Natural Resources	EMG 10999	EM	24888841 24892825 24894487 24941828	97/96	\$78,096	Miller's Reach: Security Services	Guardian Security Systems Inc.	Yes
Natural Resources	EMG 10999	EM	24889898 24909578 24924785	97/96	\$73,663	Misc. Fire Support: Machinery & Equipment Rental	Starr Trucking Co. Inc.	Yes
Natural Resources	EMG 10999	EM	24891992 24892872	97/96	\$52,198	Crooked Creek: Machinery & Equipment Rental	Covey & Sons, Inc.	Yes
Natural Resources	EMG 10999	EM	24892862 24909650	97/96	\$20,943	Multiple Fires: Aviation Fuel	Hinchinbrook Equipment Inc.	Yes
Natural Resources	EMG 10999	EM	24901516 24944907	97/96	\$31,460	Miller's Reach: Machinery & Equipment Rental	Center For Employment Education	Yes
Natural Resources	EMG 10999	EM	24907162 24908175 24925584 24954242 24975450 25035378 25054188	97/96	\$115,033	Miller's Reach: Machinery & Equipment Rental	Cruz Construction	Yes
Natural Resources	EMG 10999	EM	24907320 24912406 24936420 24945278	97/96	\$91,576	Miller's Reach: Machinery & Equipment Rental	Brown's Bus Line Inc.	Yes
Natural Resources	EMG 10999	LM	24912283 24920396	97/96	\$21,463	Miller's Reach: Machinery & Equipment Rental	Millers Market	Yes
Natural Resources	EMG 10999	EM	24912289 24924815	97/96	\$12,160	Miller's Reach: Machinery & Equipment Rental	Ron Webb's Towing	Yes
Natural Resources	EMG 10999	EM	24918458 24936746	97/96	\$20,470	Miller's Reach: Machinery & Equipment Rental	Jamie Baker	Yes
Natural Resources	EMG 10999	EM	24929362 25018657	97/96	\$48,914	Multiple Fires: Food	Carr-Gottstein Foods Co. Inc.	Yes
Natural Resources	EMG 10999	EM	24940974 24940986	97/96	\$35,925	Miller's Reach: Machinery & Equipment Rental	Shamrock Portable Toilets	Yes
Natural Resources	EMG10999	EM	25323235 25362038 25707860	98	\$21,480	Multiple Fires: Operating Supplies	SAMS CLUB	Yes
Natural Resources	EMG10999	EM	25345026 25349331 25363801	98	\$20,631	Midway Gold Creek Fire Machinery & Equipment Rental	Airport Equipment RE	Yes
Natural Resources	EMG10999	EM	25346371 25351898 25363136	98	\$60,468	Midway Gold Creek BUTTE Creek Fires Machinery & Equipment Rental	AK Aerofuel	Yes
Natural Resources	EMG10999	EM	25358001 25386176	98	\$41,375	Inowak Room Rental	SHEEFISH HAVEN LODGE	Yes
Natural Resources	EMG10999	EM	25359544 25364580	98	\$15,120	Misc. Fire Support: Helicopter Fuel	Brooks Fuel	Yes
Natural Resources	EMG10999	EM	25359952 25429311	98	\$29,882	Fire Support Fuel,	HINCHINBROOK AEROFUE	Yes

Department making Procurement	RAP Number	RFP /ITB/SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Natural Resources	EMG10999	EM	25368463 25382902 25385179	98	\$6,942	Inowak Machinery & Equipment Rental	Steve Abruska	Yes
Natural Resources	EMG10999	EM	25368493 25368506	98	\$95,922	Misc. Fire Detection: Aircraft Charters	FRONTIER FLYING SERV	Yes
Natural Resources	EMG10999	EM	25372421 25379976	98	\$6,914	Inowak Machinery & Equipment Rental	JOHN SPEIER	Yes
Natural Resources	EMG10999	EM	25377750 25377941 25380006 25475230 25523962	98	\$307,687	GEORGE RIVER MCCOY Creek Inowak BUTTE Creek Inowak Fires Helicopter Charters	Kenai Air Alaska Inc.	Yes
Natural Resources	EMG10999	EM	25386190 25389477 25421835 25441861	98	\$51,532	Inowak & Other Fire Support Air Freight	Northern Air Cargo	Yes
Natural Resources	EMG10999	EM	25387325 25391897	98	\$12,250	Misc. Fire Support: Machinery & Equipment Rental	B J Fuels Inc.	Yes
Natural Resources	EMG10999	EM	25397476 25414496 25414503	98	\$886,083	Inowak & Other Fires Helicopter Charter	Evergreen Helicopters	Yes
Natural Resources	EMG10999	EM	25438226 25438236 25438239	98	\$106,551	Gold Creek And Other Fire Support Food	CARRS Quality Center	Yes
Natural Resources	EMG10999	EM	25455165 25455194	98	\$34,764	Inowak Fire Aircraft Charters	Lake Clark Air, Inc.	Yes
Natural Resources	77-JS-070-98	SS	98-0160	98	\$500,000	Trail Management Svcs. - 10 yr Term Juneau	Trail Mix Inc.	Yes
Public Safety	97-13	SS	356223	97	\$17,341	Software AG of North America support	Software AG of North America	No
Public Safety	98-08	SS	366129	98	\$23,525	Vessel repair	Pacific Fisherman, Inc.	No
Public Safety	98-05	SS	366205	98	\$15,187	Computer: Sun Service, Annual Maintenance	Sun Systems	No
Public Safety	98-11	SS	366209	98	\$6,375	Software AG maintenance	Software AG of North America	No
Public Safety	97-10	SS	-	97	\$14,000	Bus Ramps: Portable	Superior Equipment Co.	No
Public Safety	77-JP-038-97	SS	-	98	\$3,000,000	WIN-AAFIS Upgrade	Western Identification Network	No
Public Safety	77-JP-085-97	LC	12-03915 LC-97	97	\$1,500,000	Fuel: Marine/Aviation Fuel for Remote locations	Various	Yes
Public Safety	77-JP-084-97	SS	12-03915 SS-97	97	\$1,500,000	Fuel: Marine/Aviation Fuel for Remote locations	Various	Yes
Public Safety	77-JP-040-97	EM	12-65784-97	97	\$37,000	Sokkia Total Station System	The Surveyors Exchange	Yes
Public Safety	97-04	SS	12-74827-96	97	\$25,000	Trimble Navigation system cards	Jeppesen	No
Public Safety	77-AP-014-97	EM	12-82577-97	97	\$100,000	Video Arraignment Systems	Audio-Video, Inc.	Yes
Public Safety	77-JP-079-97	LC	12-82949-97	97	\$1,500,000	Aircraft: Cessna 208	Wilson Aircraft	No
Public Safety	77-JP-021-97	SS	12-82951-97	97	\$300,000	Communications: 100 Kustom-Signal Golden-Eagle Radio System	Kustom Signals, Inc.	No
Public Safety	77-JP-073-97	SS	12-82978-97	97	\$35,000	NAIAD Inflatable Skiff	NAIAD Inflatable USA Inc.	No
Public Safety	77-JP-063-97	SS	12-82983-97	97	\$283,000	Vessel Enforcement	Kvichak Marine	No
Public Safety	77-JP-003-98	SS	12-85255-98	98	\$55,000	Boat: One NAIAD Rigid Hull Rubber Raft	NAIAD Inflatable USA Inc.	No
Public Safety	77-JP-051-98	SS	12-85276-98	98	\$75,500	NAIAD Marine Diesel Inboard/ Outboards	NAIAD Inflatable USA Inc.	No
Public Safety	98-06	SS	12-85281-98	98	\$9,245	Voice scramblers	Transcrypt Int'l	No
Public Safety	77-JP-077-98	LC	12-85315-98	98	\$75,000	RHIB Purchase Rescue/Boarding Skiff	SafeBoats, Inc.	No

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Public Safety	98-07	SS	12-85316-98	98	\$32,529	Airboat	Rogers Auto Repair/Airboat Service	Yes
Public Safety	77-JP-109-97	SS	12-88606-97	97	\$59,986	Software: 310 Genetic Analyzer & Genotype	Perkin Elmer Corp.	No
Public Safety	97-11	SS	12-92591-98	97	\$48,000	Forward Looking Infrared Radar (FLIR)	FLIR Systems	No
Public Safety	77-JP-021-98	LC	12-94778-98	98	\$3,800,000	Bering Sea Enforcement Vessel	F/V Pinnacle, Inc.	No
Public Safety	77-JP-032-98	SS	12-94779-98	98	\$57,600	NAIAD Aluminum Inflatable Boats	NAIAD Inflatable USA Inc.	No
Public Safety	98-01	SS	98-001	98	\$24,500	Sexual Assault public service message	Alaska Public Radio Network	Yes
Public Safety	77-JS-035-98	SS	98-0114	98	\$60,000	Domestic Violence & Sexual Assault Summit	Alaska Network on Domestic Violence and Sexual Assault	Yes
Public Safety	97-07	SS	DO 1227000	97	\$13,360	Sokkia equipment software	The Surveyors Exchange	Yes
Public Safety	77-JP-097-97	SS	DO 1227036, 059, 158	97	\$56,914	Firearms Training Systems Software Upgrade	FATS, Inc.	No
Public Safety	77-JP-156-93	SS	DO 246336	97	\$8,450	Fuel	St. Paul Delta Fuel Company	Yes
Public Safety	97-05	SS	DO 355868, 870	97	\$5,750	ODBC & DAO Programming Training	DevelopMentor	No
Public Safety	97-09	SS	DO 356070	97	\$11,016	Computers: Sun Server maintenance	Sun Systems	No
Public Safety	97-12	SS	DO 356168	97	\$6,000	Preventor Costume	Shafton Firehouse	No
Public Safety	77-JP-076-98	SS	N/A	98	\$0	Handguns Trade-in: Smith and Wesson	Northern Security	No
Public Safety	97-08	SS		97	\$5,400	Storage	George's Storage	Yes
Revenue	77-JP-033-97	SS	04-003-97	97	\$200,000	Printing: PFD Book/App.	Moore Business Forms	Yes
Revenue	77-AP-001-97	EM	04-003-97	97	\$60,000	Printing: PFD Annual Report and Dividend Brochure	Professional Colographics	Yes
Revenue	77-JS-043-98	LC	04-102-98	98	\$500,000	Warrant Remittance Program	KeyBank	Yes
Revenue	77-JS-062-98	SS	94-0114	98	\$100,000	Financial Advisory Svcs. - Bond Bank	Seattle NW Securities Corp.	No
Revenue		LC	97-0016	97	\$8,000,000	Investment Management of Equity Portfolio	John McStay	No
Revenue		LC	97-0017	97	\$6,250,000	Investment Management of Equity Portfolio	The Putman Advisory	No
Revenue		LC	97-0024	97	\$4,500,000	Investment Management of Equity Portfolio	Chancellor LGT Asset Mgmt	No
Revenue		LC	97-0025	97	\$8,750,000	Investment Management of Equity Portfolio	Miller Anderson Shered	No
Revenue		LC	97-0026	97	\$6,750,000	Investment Management of Equity Portfolio	Lazard Freres Mgmt	No
Revenue		LC	97-0027	97	\$4,500,000	Investment Management of Equity Portfolio	Wellington Mgmt Co	No
Revenue		LC	97-0028	97	\$4,500,000	Investment Management of Equity Portfolio	J P Morgan	No
Revenue		LC	97-0029	97	\$3,500,000	Investment Management of Equity Portfolio	Citibank	No
Revenue	77-JS-061-97	SS	97-0051	97	\$700,000	Integrated portfolio Mngmt & Acct'g Sys: Programming, Software, & Licensing	B I Tech Software	No
Revenue	77-JS-061-97	SS	97-0051	97	\$948,000	Integrated Portfolio Management & Accounting Systems	QED Information Systems, Inc.	No
Revenue		SS	97-0092	97	\$34,825	Construction Project Management: Architect Services	Minch, Ritter, Voelckers	Yes
Revenue		LC	97-0117	97	\$4,000,000	Manage International Portfolio	Delaware Intn'l	No
Revenue	77-JS-007-98	SS	97-0140	98	\$72,000	Audit Services	KPMG Peat Marwick	Yes

Department making Procurement	KAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
Revenue		SS	97-0148	97	\$30,000	Housing Strategy Plan	Brian Rogers	Yes
Revenue	77-JS-C07-98	SS	97-0195	97	\$69,000	Audit of Investment Portfolios - Annual	KPMG Peat Marwick	Yes
Revenue		LC	98-0140	98	\$1,500,000	Warrant Clearing and Processing Services	KeyBank	Yes
Revenue		SS	98-0152	98	\$100,000	Financial Advisor Services	Seattle NW Securities Corp.	No
Revenue	R0498-01	SS	98-0401	98	\$50,000	NorthSlope Liquid Natural Gas Fiscal System Design	Van Meurs & Associates, LTD	No
Revenue	R0498-02	SS	98-0408	98	\$25,000	Transition Support	Professional Growth System	Yes
Revenue	R0498-03	SS	98-0421	98	\$21,000	Conversion Analyst Programmer	Diversified Systems Inc	Yes
Revenue	R0498-04	SS	98-0426	98	\$30,000	Financial Plan for API	Information Insights, Inc.	Yes
Revenue	77-JS-016-98	SS	N/A	98	\$750,000	Credit Card Services	American Express Co.	No
Revenue	77-JS-017-98	SS	N/A	98	\$500,000	Credit Card Services	Novus Services Inc.	No
Revenue	77-JS-099-98	SS	N/A	98	\$150,000	Audio/Video Equip. for PFDC	Audio-Video, Inc.	Yes

16 pages x 32 = 320
 192

 512 contracts

Department making Procurement	RAP Number	RFP /ITB /SS /LC	Solicitation/Tracking Number	Fiscal Year of Award	Solicitation Amount	Service or Commodity Purchased	Vendor Name	InState (Y/N)
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LEGAL SERVICES

DIVISION OF LEGAL AND RESEARCH SERVICES
LEGISLATIVE AFFAIRS AGENCY
STATE OF ALASKA

(907) 465-3867 or 465-2450
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Mail Stop 3101

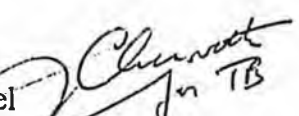
130 Seward Street, Suite 409
Juneau, Alaska 99801-2105

MEMORANDUM

May 7, 1999

SUBJECT: HCS CSSB 141(RLS) (Work Order No. 21-LS0827/S)

TO: Representative John Cowdery, Chair
House Rules Committee
Attn: Marco

FROM: Theresa Bannister
Legislative Counsel 

This memo accompanies a draft of the bill described above. Please be aware of the following issues present in the bill.

1. Title expression problem. The bill may violate the expression requirement of art. II, sec. 13 of the state constitution. Even though sec. 6 authorizes procuring on a "design-build construction contract basis," the inclusion of "design-build construction contract" in the title may be considered misleading because "design-build construction contract" does not normally connote an operating contract, and that appears to be involved in the contract to be procured under sec. 6. The court has been reluctant to find a violation of art. II, sec. 13, and I do not know whether the court would consider this problem to be substantial and plain enough to constitute a violation of the expression requirement. However, I advise either (1) changing the bill's title and filing a concurrent resolution to allow suspension of the uniform rules to do this in the second house, or (2) placing the sec. 4, ch. 15, SLA 1998 amendment in its own bill.

2. Local and special issue. Sec. 6 of the bill raises a local and special issue under art. II, sec. 19 of the state constitution, primarily because of its connection with sec. 4, ch. 15, SLA 1998. How a court would ultimately rule on this issue is unclear. Sec. 4, ch 15, SLA 1998 does appear to address a matter of statewide concern, and the Fort Greely correctional facility situation does appear to have some unique features that may make it inappropriate for general legislation. However, because the issue depends so much on the specific facts of the case, it is not really possible to predict whether the approach taken by sec. 4, ch. 15, SLA 1998, as amended by sec. 6 of the bill, would be considered to bear a fair and substantial relationship to legitimate state purposes for the legislation.

If I may be of further assistance, please advise.

TLB:glc
99-249.glc

Attachment

STATE OF ALASKA

DEPARTMENT OF LAW

OFFICE OF THE ATTORNEY GENERAL

TONY KNOWLES, GOVERNOR

PLEASE REPLY TO:

1031 WEST 4TH AVENUE, SUITE 200
ANCHORAGE, ALASKA 99501-1994
PHONE: (907) 269-5100
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KEY BANK BUILDING
100 CUSHMAN ST., SUITE 400
FAIRBANKS, ALASKA 99701-4679
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P.O. BOX 110300-DIMOND COURT HOL
JUNEAU, ALASKA 99811-0300
PHONE: (907) 465-3600
FAX: (907) 465-6735

May 7, 1999

The Honorable Eldon Mulder
House of Representatives
Alaska State Legislature
Juneau, Alaska 99811-1182

Re: Section 7 of HCS CSSB 141(JUD); request for
descriptive title analysis under Art. II, sec. 13
of the Alaska Constitution

Dear Representative Mulder:

You have asked for our opinion as to whether section 7 of HCS CSSB 141(JUD) poses descriptive title problems that may render the bill unconstitutional under Art. II, sec. 13 of the Alaska Constitution.¹ In particular, you ask if section 7 is within the description of the subject matter of the bill set out in the title. For the reasons stated below, we do not believe that a court would find that section 7 of the current version of the bill violates the requirements of art. II, section 13. Our reasons follow.

I. Descriptive Title Requirements.

Art. II, section 13 of the Alaska Constitution reads in relevant part:

Section 13. Form of Bills. Every bill shall be confined to one subject . . . The subject of each bill shall be expressed in the title.

This provision requires that every bill be confined to one subject and that there be a descriptive title. The standards for determining whether a bill meets these requirements have been set out by the Alaska Supreme Court in a series of cases. In *State v. A.L.I.V.E. Voluntary*, 606 P.2d 769 (Alaska 1980), the Alaska Supreme Court held that these requirements are designed to prevent the inclusion

¹ HCS CSSB 141(JUD) also contains a new section 6 that we are not including in our analysis as your request was limited to section 7 of the current bill.

The Honorable Eldon Mulder
Re: Section 7 of HCS CSSB 141(JUD)

May 7, 1999
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of incongruous and unrelated matters in the same bill in order to get support for it which the several subjects might not separately command, and to guard against inadvertence, stealth and fraud in legislation. 606 P.2d at 772, *citing Suber v. Alaska State Bond Committee*, 414 P.2d 546, 557 (Alaska 1966). The Court also held that no act will be set aside for failing to comply with the single subject or descriptive provisions of art. II, sec. 13, *unless* the violation is both substantial and plain. *North Slope Borough v. Sohio Petroleum Corp.*, 585 P.2d 534, 545 (Alaska 1978). Further, what constitutes one subject for the purposes of Article II, Section 13 is to be broadly construed and doubts resolved in favor of validity. *Gellert v. State*, 522 P.2d 1120, 1123 (Alaska 1974). In *Gellert* the court adopted the position that

All that is necessary is that act should embrace some one general subject; and by this is meant, merely, that all matters treated of should fall under some one general idea, be so connected with or related to each other, either logically or in popular understanding, as to be parts of, or germane to, one general subject.

Id. at 1123, quoting *Johnson v. Harrison*, 50 N.W. 923, 924 (Minn. 1891).

And, in *Short v. State*, 600 P.2d 20 (Alaska 1979), the court ruled that the test “[r]equires no more than that the various provisions of [a] single legislative enactment fairly relate to the same subject, or have a natural connection therewith.” *Id.* at 24.²

II. Legal Analysis

The title of HCS CSSB 141 (JUD) reads:

“An Act relating to construction contracts and subcontractors; relating to design-build construction contracts; and providing for an effective date.”

Sections 1 through 5 of the current version of the bill amend provisions in the State Procurement Code (AS 36.30) that relate to construction contracts, including design-build contracts. An immediate effective date is provided in section 8. Your question as to descriptive title problems stems from the inclusion of section 7, a provision adopted by the House Labor and Commerce Committee.

² There is also a line of descriptive title cases wherein the issue is whether a title is too broad in scope, thus allowing multiple subjects in a bill under too general a description (i.e., “fiscal affairs” was ruled by a Court in California to suffer from excessive generality, thus violating the purpose and intent of the single subject rule. *See Harbor v. Deukmejian*, 742 P.2d 1290, 1303 (Cal. 1987)). However, that line of cases is not relevant where, as here, the issue is whether the title is broad enough to encompass the contents of the bill.

The Honorable Eldon Mulder
Re: Section 7 of HCS CSSB 141(JUD)

May 7, 1999
Page 3

Section 7 amends a bill that was passed by the legislature last year. That section reads:

*Sec. 7. Section 4, ch. 15, SLA 1998, is amended by adding a new subsection to read:

(d) The adoption by a municipality, when exercising its powers under AS 29.35.020(a), of an ordinance for procurement of a facility or operation on a design-build construction contract basis satisfies the procurement requirements under (b) of this section.

The question is whether the title of the bill is sufficiently descriptive of the contents of section 7 to satisfy the descriptive title rule of art. II, section 13 of the Alaska Constitution. We believe it is.

Construction contracts and design-build contracts are general enough in their common meaning, but not overly broad, to have put people on notice that the bill would enact statutes "relating to" such contracts. Although the title does not specifically mention operations contracts, we believe that because the section 7 involves design-build contracts, a related operations contract is not outside the subject matter of the bill and that the title does not mislead as to the bill's contents. In our opinion, the title of the version of the bill passed by the Senate is descriptive of the version passed out of House Labor and Commerce Committee (which added section 7 to the bill). Even though the contents of the bill changed between the Senate and House versions, the title gives sufficient notice of the general subject matter of the bill and does not mislead concerning the contents.

Therefore, we do not believe a court would find that inclusion of the "operation" of a facility developed under a design-build contract is completely unrelated to the general subject of the bill as described in the title. In the realm of private prisons, it is not unusual for companies to design, build and operate prisons.³

The Alaska Supreme Court's previous applications of art. II, sec. 13, suggest that the descriptive title rule is not violated here. There is neither a substantial or plain violation of the descriptive title rules established by the Alaska Supreme Court. The title of this bill references construction contracts and design-build contracts and we believe that such terms would be interpreted to be sufficiently broad as to include operations related to design-build contracts as set out in section 7. We also believe a court would find that subject matter relating to an operating contract is germane to or a part of the general subject of design-build contracting. And, if there is doubt, the court has stated that all doubts are to be resolved in favor of a title's validity. *See Gellert,*

³ Testimony was given before the House Judiciary Committee from a private prison company that it designs, builds and operates private prisons in numerous other states.,

The Honorable Eldon Mulder
Re: Section 7 of HCS CSSB 141(JUD)

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Page 4

522 P.2d at 1123. On balance, we believe a court would so hold here.

Finally, section 7 resolves two legal problems for the city. It provides authority for award of the operations contract to the firm receiving the design-build contract and it provides certainty to the method of procurement used by the city to select the operator of the facility.⁴

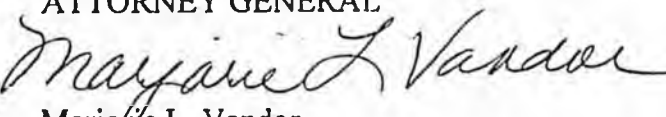
IV. Conclusion

In conclusion, we do not believe that section 7 of HCS CSSB 141 (JUD) presents a violation of the descriptivetitle rule. The bill as a whole relates to construction contracts and design-build contracts. Section 7 also relates to design-build contracts. The related operations contract specific to HB 53 in section 7 does not, in our opinion, constitute a substantial departure from the general topic of the bill to justify invaliding the entire measure due to its inclusion in the bill.

Please call us if further information is necessary.

Sincerely,

BRUCE M. BOTELHO
ATTORNEY GENERAL


By: Marjorie L. Vandor
Assistant Attorney General

MLV:bw

⁴ Section 4(b), ch. 15 SLA 1998 (HB 53) states that the commissioner of corrections shall require that the City of Delta Junction procure the operator of the facility under a process similar to the procedures established in AS 36.30 (State Procurement Code). However, HB 53 is silent as to the method of procurement to be followed for design and construction of the facility and does not address the method of procurement when the third-party operating contract is awarded as part of the design-build contract.

Alaska State Legislature

*Re-state of
HB 53, 1998*



Letter of Intent

It is the intent of the Legislature that the contract signed pursuant to the authority provided in SB 141 should require that:

1. The prison meet American Correctional Association standards;
2. Guards employed in the prison meet the same training standards that are required of prison guards in AS 18.65.130 – 18.65.290;
3. The contract between City of Delta Junction and the prison operating entity should be for durations of no longer than five years. It may be renewable; and
4. The contract for operation of the facility provide for the removal of the contractor for non performance.
5. The agreement to lease the facility must provide a fixed rate per each bed day, adjusted annually during the term of the lease according to an appropriate index. The fixed rate for the first year term must include all capital and operating costs and may not exceed \$70.00 per bed each day. The fixed rate will cover the same daily costs that are covered in the current contract between the Corrections Corporation of America and the Department of Corrections for beds in Florence, AZ (agency contract #2054863, ASPS #95-0100).

SB

171

I-LS0957K
Utermohle
5/16/99

HOUSE CS FOR SENATE BILL NO. 171(RLS)
IN THE LEGISLATURE OF THE STATE OF ALASKA
TWENTY-FIRST LEGISLATURE - FIRST SESSION

BY THE HOUSE RULES COMMITTEE

Offered:
Referred:

Sponsor(s): SENATOR HALFORD

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to the release of certain records and reports required by the
2 Department of Fish and Game regarding fish, shellfish, or fishery products and
3 reports of fish buyers and processors; relating to the transfer of land to the
4 state; and providing for an effective date."

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

6 * Section 1. AS 16.05.815(a) is amended to read:

7 (a) Except as provided in (b) and (c) of this section, records required by
8 regulations of the department concerning the landings of fish, shellfish, or fishery
9 products, and annual statistical reports of buyers and processors required by regulation
10 of the department are confidential and may not be released by the department or by
11 the Alaska Commercial Fisheries Entry Commission except as set out in this
12 subsection. The department may release the records and reports set out in this
13 subsection to the Alaska Commercial Fisheries Entry Commission. The
14 department and the Alaska Commercial Fisheries Entry Commission may release

1 the records and reports set out in this subsection to the recipients identified in this
2 subsection if the recipient, other than a recipient under (5) - (8) [(4) - (6)] of this
3 subsection, agrees to maintain the confidentiality of the records and reports. The
4 department and the Alaska Commercial Fisheries Entry Commission may release

5 (1) any of the [ITS] records and reports to the National Marine
6 Fisheries Service and the professional staff of the North Pacific Fishery Management
7 Council as required for preparation and implementation of the fishery management
8 plans of the North Pacific Fishery Management Council within the exclusive economic
9 zone;

10 (2) any of the records and reports to the professional staff of the
11 Pacific States Marine Fisheries Commission who are employed in the Alaska
12 Fisheries Information Network project for the purpose of exchanging information
13 with users authorized by the department;

14 (3) [(2)] any of the [ITS] records and reports to the Department of
15 Revenue [AND TO THE ALASKA COMMERCIAL FISHERIES ENTRY
16 COMMISSION] to assist the Department of Revenue [THEM] in carrying out its
17 [THEIR] statutory responsibilities;

18 (4) [(3)] records or reports of the total value purchased by each buyer
19 to a municipality that levies and collects a tax on fish, shellfish, or fishery products
20 if the municipality requires records of the landings of fish, shellfish, or fishery
21 products to be submitted to it for purposes of verification of taxes payable;

22 (5) [(4)] such records and reports as necessary to be in conformity with
23 a court order;

24 (6) [(5)] on request, the report of a person to the person whose fishing
25 activity is the subject of the report;

26 (7) [(6)] fish tickets and fish ticket information to the division of fish
27 and wildlife protection, Department of Public Safety;

28 (8) fish tickets and fish ticket information to the law enforcement
29 personnel of the National Marine Fisheries Service and the National Oceanic and
30 Atmospheric Administration for the purpose of enforcing fishery laws in waters
31 of this state and in waters of the exclusive economic zone adjacent to this state;

1 (9) [(7)] fish tickets and fish ticket information regarding halibut to the
2 International Pacific Halibut Commission; and

3 (10) [(8)] any of the [ITS] records and reports to the child support
4 enforcement agency created in AS 25.27.010, or the child support enforcement agency
5 of another state, for child support purposes authorized under law.

6 * Sec. 2. AS 16.20.041(e) is amended to read:

7 (e) The department and the Department of Natural Resources

8 (1) may not enter into sales of land within the McNeil River State
9 Game Refuge;

10 (2) may enter into leases within the McNeil River State Game Refuge
11 if the commissioner finds that activity conducted under the lease is compatible with
12 the purposes for which the refuge is established;

13 (3) may not accept transfer of state selected land from the federal
14 government, or conveyance of other land, within the refuge if the land is subject
15 to

16 (A) a lease, easement, or other right to operate or maintain
17 a private facility on the land or to conduct a private enterprise on the
18 land; or

19 (B) a continuing trespass by an unauthorized private facility
20 or private enterprise.

21 * Sec. 3. AS 16.20.162(c) is amended to read:

22 (c) The department and the Department of Natural Resources

23 (1) may not enter into sales of land within the McNeil River State
24 Game Sanctuary;

25 (2) may enter into leases within the McNeil River State Game
26 Sanctuary if the commissioner finds that activity conducted under the lease is
27 compatible with the purposes for which the sanctuary is established;

28 (3) may not accept transfer of state selected land from the federal
29 government, or conveyance of other land, within the sanctuary if the land is
30 subject to

31 (A) a lease, easement, or other right to operate or maintain

1 a private facility on the land or to conduct a private enterprise on the
 2 land; or

3 (B) a continuing trespass by an unauthorized private facility
 4 or private enterprise.

5 * Sec. 4. AS 42.40.285 is amended to read:

6 Sec. 42.40.285. Legislative approval required. Unless the legislature
 7 approves the action by law, the corporation may not

8 (1) exchange, donate, sell, or otherwise convey its entire interest in
 9 land;

10 (2) issue bonds;

11 (3) extend railroad lines; this paragraph does not apply to a spur,
 12 industrial, team, switching, or side track;

13 (4) lease land for a period in excess of 35 years unless the corporation
 14 reserves the right to terminate the lease if the land is needed for railroad purposes;

15 (5) apply for or accept a grant of federal land within a
 16 municipality; before approving an action under this paragraph, the legislature
 17 must determine that the federal land is required for essential railroad purposes;
 18 this paragraph does not apply to the application for or acceptance of a grant of
 19 federal land associated with

20 (A) the Anchorage-Wasilla line change project on Elmendorf

21 Air Force Base and Fort Richardson;

22 (B) the Fairbanks intermodal rail yard expansion project.

23 * Sec. 5. AS 42.40.410 is amended to read:

24 Sec. 42.40.410. Federal land. Except as provided in AS 42.40.285(5), the
 25 [THE] corporation may submit applications on its own behalf as an instrumentality of
 26 the state for acquisition of federal land available under federal law that will enhance
 27 the operations of the corporation if it is available under a federal law other than the
 28 Alaska Statehood Act of 1958 (P.L. 85 - 508, 72 Stat. 339), as amended. The
 29 corporation may receive in its own name conveyances of all interests in federal land.

30 * Sec. 6. Sections 1 - 3 of this Act take effect immediately under AS 01.10.070(c).

1-LS0957AK
Utermohle
5/16/99

HOUSE CS FOR SENATE BILL NO. 171(RLS)
IN THE LEGISLATURE OF THE STATE OF ALASKA
TWENTY-FIRST LEGISLATURE - FIRST SESSION

BY THE HOUSE RULES COMMITTEE

Offered:
Referred:

Sponsor(s): SENATOR HALFORD

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13 subsection to the Alaska Commercial Fisheries Entry Commission. The
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1 the records and reports set out in this subsection to the recipients identified in this
2 subsection if the recipient, other than a recipient under (5) - (8) [(4) - (6)] of this
3 subsection, agrees to maintain the confidentiality of the records and reports. The
4 department and the Alaska Commercial Fisheries Entry Commission may release

5 (1) any of the [ITS] records and reports to the National Marine
6 Fisheries Service and the professional staff of the North Pacific Fishery Management
7 Council as required for preparation and implementation of the fishery management
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9 zone;

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13 with users authorized by the department;

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15 ~~to~~

16 ~~(A) a lease, easement, or other right to operate or maintain~~
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18 ~~land; or~~

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(5) apply for or accept a grant of federal land within a municipality; before approving an action under this paragraph, the legislature must determine that the federal land is required for essential railroad purposes; this paragraph does not apply to the application for or acceptance of a grant of federal land associated with

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* Sec. 6. Sections 1 - 3 of this Act take effect immediately under AS 01.10.070(c).

ORIGINAL HALFORD BILL IS 1-3

Remains will be 90 days

FLOOR COMMENTS ON HCS SB 171 (RLS)

(Note: Ogan and Hudson will carry Sections 1 thru 3.)

Section 4 of the bill adds to the list of things for which the Railroad must obtain legislative approval.

It adds the requirement that they get legislative approval before they apply for or receive a grant of land, that is within a municipality, from the federal government.

It exempts two projects that are already underway, one in Anchorage and one in Fairbanks.

Additional Comment on HCS SB 171 (RLS)

The provisions of Sections 4 and 5 regarding the Alaska Railroad Corporation prohibit the corporation from either applying for or accepting a grant of federal land within a municipality without certain legislative action being taken.

Several exceptions are provided for currently planned projects, but there is no verbiage excepting conveyances of federal land which is part of the railroad original entitlement from its 1985 creation. The bulk of the rail properties that were transferred to ARRC in 1985 from the federal government were not in patents, but were in licenses or interim conveyances. A great deal of this land is within municipalities and includes industrial leased property as well as railroad operating property. Final patents have yet to be issued, but are expected within the next year or so. Without specifically excepting these conveyances, the language creates an ambiguity as to whether they are include within the term "accepting a grant of federal land".

An additional exception to cure this ambiguity could be added to the language of Section 4 (page 4, at line 23) as follows:

ORIGINAL

(C) any conveyances of "rail properties of the Alaska Railroad"
~~contemplated~~ under the Alaska Railroad Transfer Act of 1982 and as
defined therein.

[at the same time, the "." (period) at the end of line 22 should be deleted and replaced by the following: "; and"]

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