



ALASKA LEGISLATIVE COUNCIL

—Minutes—

September 4, 1991

The Legislative Council meeting was called to order by Vice-Chair Davidson at 1:42 pm in the Anchorage 5th Floor Conference Room.

1. ROLL CALL

The roll was taken and in attendance and participating via teleconference were Council members Baker, Davidson, Ellis, Gruenberg, Grussendorf (Sitka), Jones, Kubina (Valdez), Miller, Pearce (New Mexico), and Zharoff. Members absent were Eliason, Halford and Pourchot. Staff present were Endicott, Stoops and Fink.

2. APPROVAL OF THE MINUTES

Vice-Chair Davidson asked that the minutes of the May 13, 1991 meeting be amended to indicate that Item 10 had been tabled. Representative Ellis moved and asked unanimous consent that the minutes of the May 13, 1991 meeting be approved as amended. There was no objection and the motion passed with unanimous consent.

3. FY92 BUDGET

The Council discussed the motion passed by the Budget and Audit Committee regarding the impact of the Governor's vetoes. Representative Gruenberg moved that the Legislative Council recommend to the Legislative Research Agency, Citizens' Oversight Council on Oil and Other Hazardous Substances, Office of the Ombudsman, and the Legislative Affairs Agency and all divisions that fall under its purview, that they for FY 1992 proceed with their operations as normal as far as staffing levels and other expenditure levels go, review very carefully what they are doing, not overexpend, but proceed as normal and carry out the normal functions with the statement from this committee that it will be pursuing a supplemental appropriation early next session to ensure that there is adequate funds to carry out those functions. Mr. Endicott indicated that there was enough money in the budget to last through March, perhaps into April. The roll was taken and the motion failed by the following vote:

| | | |
|---------|--|---|
| YEAS: | Baker, Davidson, Ellis, Gruenberg, Grussendorf, Kubina, Zharoff | 7 |
| NAYS: | Jones, Miller | 2 |
| ABSENT: | Eliason, Halford, Pearce, Pourchot | 4 |

Mr. Endicott asked the Council for some direction on what type of cuts to make. Members of the Council objected to the Legislature proceeding in a normal fashion without trying to reduce spending and were also concerned that it was premature to discuss pursuing a supplemental appropriation. After discussion of several options for making budget cuts, Representative Gruenberg moved that the Council appoint a subcommittee to make recommendations for budget cuts and later withdrew his motion. Representative Miller asked that Mr. Endicott prepare a recommendation to the Council for cutting the budget of the Agency by 0-5 percent. Mr. Endicott indicated that his recommendations would only deal with LAA as he had no authority to make cuts to Budget & Audit, the Ombudsman, Legislative Research or the Citizens' Oversight Council and that the cuts would be deep in some areas because many costs such as dues to NCSL, etc., were fixed.

Representative Miller moved that the Legislative Council recommend to the Legislative Research Agency, Citizens' Oversight Council on Oil and Other Hazardous Substances, Office of the Ombudsman, and the Legislative Affairs Agency and all divisions that fall under its purview, that they for FY 1992 proceed with caution their operations and carry out their functions with the statement from this committee that it will be pursuing, if necessary, a supplemental appropriation early next session. The roll was taken and the motion passed with unanimous consent.

4. APPROVAL OF BIDS

- A. Dillingham LIO lease space
- B. Ketchikan LIO/legislative office lease space
- C. Petersburg LIO lease space
- E. House Records/Health Resources Access Task Force lease space
- F. Three copiers for Capitol
- H. Library binding
- J. Vertical tower collator for Print Shop

The above items were approved by the Legislative Council with unanimous consent.

- D. Citizens' Oversight lease space

Representative Baker objected to the sole source procurement of this space. The lease was approved by a vote of 8-1.

- G. Teleconference Bridge

This item was held until the next meeting.

- I. Accordion doors for Capitol

This item was moved to the bottom of the agenda.

5. LIO PC ACQUISITION

The proposal was for the purchase of 11 personal computers for the Legislative Information Offices. There was objection and no action was taken on this item.

6. RENEWAL OF KOTZEBUE LIO LEASE

This is the last one-year renewal option for the Kotzebue lease at an annual cost of \$21,343.20. There was no objection and the motion passed with unanimous consent.

7. STATE MAIL DELIVERY POLICY

Mr. Endicott informed the Council that the post office was eliminating the P.O. Box V address. Mail addressed "State Capitol" was not acceptable to the U.S. Postal Service, and either a street address or, if the State mail room was used, a six-digit number was required. To alleviate the problems with mail delivery we have been encountering, Mr. Endicott recommended that the street address be used and that LAA pick up mail directly from the post office. The Council asked that an official inquiry be drafted to the postal service expressing the Council's desire to have the mail addressed to the "State Capitol" and copy Senator Stevens.

8. OFFICE MOVE FROM ANCHORAGE AND FAIRBANKS

The Council unanimously authorized Mr. Endicott to solicit and award the bid for trailers to move the legislative offices from Anchorage and Fairbanks at a cost not to exceed \$10,000. Senator Pearce asked that LAA also solicit proposals from the moving companies in Anchorage and Fairbanks for moving of personal belongings of staff and legislators and make that information available to the legislators in those areas.

9. BARTLETT PLAQUE

Mr. Endicott explain that some time ago Legislative Council had authorized a plaque for E. L. "Bob" Bartlett. Because there were typographical errors on the plaque, it had not been put up. Senator Kerttula had requested that another plaque be obtained with some minor changes in the text. The Council unanimously approved the purchase of a new plaque with the changes.

10. CITIZENS' OVERSIGHT PROJECTS

- A. Briefing on 1991 workplan (presented in the packet)
- B. Briefing on RFPs

Mr. Harry Bader of the Citizens' Oversight Council explained that the RFPs had been revised as a result of the vetoes and the anticipated cost fell within their budgeted funds. The RFPs were for the following projects: Implementation of oil spill prevention and response planning legislation; prevention of and response planning for a release of toxic substances; and citizen involvement in the permitting of oil and other hazardous

substances discharge. The cost for the three RFPs was \$120,000. Representative Ellis moved that the Council approve the expenditure of not more than \$120,000 for the Citizens' Oversight Council to solicit and award professional service contracts for the three projects. There was no objection and the motion passed with unanimous consent.

C. Appropriation to Citizens' Oversight Council for HB 196 Veto

Michele Brown of the Citizens' Oversight Council stated that HB 196 dealt with immunity from liability for oil spill response action contractors. Section 11 asked the Citizens' Oversight Council to prepare a report to the legislature analyzing the issue. \$20,000 was being requested from the Council to perform this project. Representative Gruenberg moved that the Council approve the appropriation of \$20,000 to the Citizens' Oversight Council for the report required in Section 11 of HB 196. The roll was taken and the motion failed by the following vote:

| | | |
|---------|---|---|
| YEAS: | Baker, Davidson, Ellis, Gruenberg, Kubina, Pearce, Zharoff | 7 |
| NAYS: | Grussendorf, Jones, Miller | 3 |
| ABSENT: | Eliason, Halford, Pourchot | 3 |

11. INTERAGENCY TASK FORCE ON HOMELESS

Joan Hope indicated that the Task Force needed to be appointed by the Legislative Council. This item was tabled until the next meeting.

12. APPROVAL OF WESTLAW CONTRACT

Mr. Endicott stated that Westlaw was a computer-assisted legal research service used by the Legal Division and Legislative Research Agency. They estimated that \$7,500 a year was the maximum cost for this service. Representative Gruenberg moved that the Council approve a sole source contract with West Publishing Company and West Services, Inc., for Westlaw, for a maximum of \$7,500 per year for a period of five years. There was no objection and the motion passed with unanimous consent.

13. TRAVEL POLICY

The Legislative Budget and Audit committee had approved a travel policy and asked that the Legislative Council approve a consistent policy. Representative Gruenberg moved that the Legislative Council approve the following travel and per diem policy:

Overnight Travel

Legislators are entitled to receive short term per diem when traveling overnight. On the day of return, legislators are entitled to a prorated meal allowance based on the hour of return to their home. The presiding officers

may authorize payment of actual hotel costs plus meal allowance if per diem amounts are inadequate.

Same Day Travel

Legislators are entitled to a meal allowance for travel away from home for the day.

Long Term Per Diem

Legislators are entitled to receive long term per diem for: the day of return from an overnight trip; for same day travel of more than four hours; and for any day of legislative business of more than four hours. Long term per diem must be specifically requested by the legislator.

There was no objection and the motion passed with unanimous consent.

14. 3111 C STREET LEASE SPACE PRESENTATION BY JOHN SCHWAMM

Mr. Schwamm outlined his proposal regarding the lease of the 3111 C Street which called for a seven-year extension of the current lease with three one-year renewal options. The first two years would be at the current monthly rate and the next five years at a cost of \$1.78 per square foot plus the annual CPI adjustment. Mr. Schwamm disagreed with LAA's interpretation that the lease renewal option was exercised and still had two years to run. Mr. Endicott indicated that Mr. Schwamm's proposal would create a new lease and require solicitation or sole source authorization, which the Council had already indicated it did not support. Mr. Schwamm also indicated that there was a discrepancy in the square footage leased. Mr. Endicott stated that was not the case; the footage had been negotiated in the beginning of this lease. Representative Gruenberg moved that the Council give Mr. Endicott the authority to negotiate the resolution of the two one-year terms remaining on the lease and have an answer by November 1, 1991.

15. TKACZ V. ALASKA LEGISLATURE

This item was moved to the bottom of the agenda.

16. LEGISLATIVE OFFICE SPACE ALLOCATION

Mr. Endicott stated that it was up to the Legislative Council to assign space. He had assigned the space as it has been used by both the Rules Chairman. The one problem was on the second floor, from the lounge to the Senate Chambers is Senate space and from the lounge to the House Chambers is House space. Senator Jones moved that Council ratify the office space allocation as outlined in the memorandum. There was no objection and the motion passed with unanimous consent. Representative Ellis noted that the Legislature asserts its right to control space in the entire Capitol, except for the Governor's Office on the third floor.

17. ACCORDION DOORS FOR CAPITOL

Mr. Endicott indicated that this proposal was for an accordion door dividing the Butrovich Room at a cost of \$10,170.00. There was objection and the motion failed.

18. TKACZ V. ALASKA LEGISLATURE

No action was taken on this item.

The meeting was adjourned at 5:10 pm.

LEGISLATIVE COUNCIL MEETING

DATE: 9-4-91

*MULLIS SITH
9-12-91*

CONVENE: 1:42 pm

ADJOURN: 5:10 pm

ROLL CALL AND VOTING RECORD

| | ROLL CALL | | Budget Motion | | Budget Motion Revised | | 20,000 approp COC | | Accordion Door | |
|-----------------------------------|-----------|----|---------------|----|-----------------------|----|-------------------|----|----------------|------|
| | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Rep. Larry Baker | ✓ | | ✓ | | ✓ | | ✓ | | | ✓ |
| Rep. Cliff Davidson | ✓ | | ✓ | | ✓ | | ✓ | | | |
| Sen. Dick Eliason | | | | | | | | | | |
| Rep. Johnny Ellis | ✓ | | ✓ | | ✓ | | ✓ | | | Pass |
| Sen. Bettye Fahrenkamp | | | | | | | | | | |
| Rep. Max Gruenberg | ✓ | | ✓ | | ✓ | | ✓ | | | |
| Rep. Ben Grussendorf <i>Sith</i> | ✓ | | ✓ | | ✓ | | | ✓ | | ✓ |
| Sen. Rick Halford | | | | | | | | | | |
| Sen. Lloyd Jones | ✓ | | | ✓ | ✓ | | | ✓ | | ✓ |
| Rep. Gene Kubina <i>Valdez</i> | ✓ | | ✓ | | ✓ | | ✓ | | | Pass |
| Rep. Mike Miller | ✓ | | | ✓ | ✓ | | | ✓ | | |
| Sen. Drue Pearce <i>N. Mexico</i> | ✓ | | | | | | ✓ | | | |
| Sen. Pat Pourchot | | | | | | | | | | |
| Sen. Fred Zharoff | ✓ | | ✓ | | ✓ | | ✓ | | | ✓ |
| TOTAL | 10 | 3 | 7 | 2 | 9 | 0 | 7 | 3 | | |

Incomplete Vote



ALASKA LEGISLATIVE COUNCIL

—Minutes—

May 13, 1991

The Legislative Council meeting was called to order by Vice-Chair Davidson at 8:47 am in the Butrovich Room.

The roll was taken and in attendance were Council members Baker, Davidson, Eliason, Ellis, Gruenberg, Grussendorf, Halford, Jones, Kubina, Miller, Pearce and Zharoff. Members absent were Fahrenkamp and Pourchot. Staff present were Endicott, Stoops, Cook and Fink.

1. APPROVAL OF MARCH 26, 1991 MINUTES

Representative Baker moved and asked unanimous consent that the minutes of the March 26, 1991 meeting be approved. There was no objection and the motion passed with unanimous consent.

2. RENEWAL OF LEASES: 3111 C STREET; BETHEL TRADING CO.; DENALI BUILDING; LORETTA NISTLER; CHERRIER, KING & CHERRIER; AND COURT PLAZA.

Mr. Endicott explained that these leases were renewals of existing agreements for the Anchorage, Bethel, Fairbanks, Delta Junction, Kodiak and Legal Services office space. Representative Ellis moved and asked unanimous consent that the leases up for renewal be approved. There was no objection and the motion passed with unanimous consent.

3. HOMER LTC/LEGISLATIVE OFFICE SPACE RFP

Mr. Endicott indicated that LAA had gone out to bid for legislative office space and teleconference office space in Homer and recommended the Hendrix proposal be approved. Representative Baker moved that the Council approve the Hendrix proposal for office space in Homer. There was no objection and the motion passed with unanimous consent.

4. LAA OFFICE SPACE RFP

Mr. Endicott informed the Council that LAA had gone out to bid for office space for the Executive Director's office, Administrative Services, Public Services and Data Processing and recommended the Goldstein proposal be approved. Senator Jones moved that the Council approve the Goldstein proposal. There was no objection and the motion passed.

Mr. Endicott requested that the Council approve a sole source procurement with the Goldstein management for office space for Legal Services and the Legislative Research Agency at a monthly cost not to exceed \$27,350, with the understanding the Legal

Services would not move to the Goldstein until June, 1992. Representative Gruenberg moved that the Council approve Mr. Endicott's request. Representative Baker moved to amend the motion to require solicitation of bids for the office space. The roll was taken and the amendment failed by the following vote:

| | | |
|---------|---|---|
| YEAS: | Baker, Ellis | 2 |
| NAYS: | Davidson, Eliason, Gruenberg, Halford, Jones Kubina, Miller, Zharoff | 8 |
| ABSENT: | Fahrenkamp, Grussendorf, Pearce, Pourchot | 4 |

There was no objection to the main motion and it passed with unanimous consent.

6. CAPITOL ELECTRICAL RFP

Mr. Endicott stated that the current electrical system in the Capitol was overloaded and in need of upgrading. Cave Electric had submitted the lowest proposal at \$47,686. Representative Gruenberg moved that the Council approve the Cave Electric proposal. There was no objection and the motion passed with unanimous consent.

7. SUBCOMMITTEE REPORT ON LEGISLATIVE COMPENSATION AND SESSION MOVING AND TRAVEL POLICY

Ms. Stoops explained that the subcommittee had proposed three recommendations: change the mileage reimbursement from \$.25 to \$.30 per mile; remove "while looking for housing" on the pre and post session per diem; and delete the sentence relating to transporting vehicles in enclosed containers.

Representative Ellis moved that the Council change references in the Legislator's Session Moving and Travel Policy to reflect reimbursement of 30 cents a mile not 25 cents a mile. There was no objection and the motion passed with unanimous consent.

Representative Gruenberg moved that the Council on page three of the Legislator's Session Moving and Travel Policy eliminate the two references "while looking for housing" on the pre and post session per diem. There was no objection and the motion passed with unanimous consent.

Senator Eliason moved that the Council delete the sentence in the Legislator's Session Moving and Travel Policy "Transportation of a motor vehicle in an enclosed container, except as permitted in II(A) above, is not an allowable cost." There was no objection and the motion passed with unanimous consent.

8. AUDITOR'S CONTRACT RENEWAL

Representative Ellis moved that the Council approve the renewal of the Coopers & Lybrand contract for the annual audit of LAA. There was no objection and the motion passed with unanimous consent.

9. LEGISLATIVE RESEARCH AGENCY

a. CITIZEN'S GUIDE TO THE ALASKA CONSTITUTION

Mr. Harrison explained his interest in expanded the Alaska's Constitution: A Citizen's Guide to a more substantial reference book on Alaska State Government at a cost of approximately \$12,000. The Vice-Chair appointed a subcommittee of Representatives Gruenberg and Davidson and Senator Pearce to review this proposal.

b. APPOINTMENT OF OVERSIGHT SUBCOMMITTEE

The Vice-Chair appointed an oversight subcommittee for the Legislative Research Agency consisting of Representatives Ellis, Baker and Davidson and Senators Pearce, Pourchot and Zharoff.

c. PURCHASE OF A COPIER

Representative Gruenberg moved that the Council authorize the Legislative Research Agency to purchase a copier in the amount of \$9,903. There was no objection and the motion passed with unanimous consent.

10. COMPUTER PURCHASE FOR PUBLIC SERVICES

This item was denied.

11. OFFICE MOVE TO ANCHORAGE AND FAIRBANKS

Mr. Endicott requested that Council authorize him to award the bid for trailers to move the legislative offices to Anchorage and Fairbanks at a cost not to exceed \$10,000. Senator Jones moved that the Council approve Mr. Endicott request. There was no objection and the motion passed with unanimous consent.

12. TRANSFER OF FUND BALANCES

Senator Eliason moved that the Council approve per AS 24.20.140 transferring the unexpended and uncoligated balances effective today of Senate Ethics Lapse, House Ethics Lapse, FY 90 and FY 91 TV Coverage Funds, Health Care Cost Containment, Jt. Schoc. Performance, Teen Pregnancy, NOWL and Western Legislative Conference funds to the Legislative Operating Budget. These balances are to be split evenly between the House and the Senate. There was no objection and the motion passed with unanimous consent.

13. NCSL 1992 CONFERENCE

Senator Eliason moved that the Council approve a transfer of \$50,000 from the Council Chair's budget to an NCSL Conference Account. There was no objection and the motion passed with unanimous consent.

The meeting was adjourned at 9:50 am.

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

TO: Representative Cliff Davidson, Vice Chair
Legislative Council

FROM: Warren W. Endicott *WWE*
Executive Director

DATE: August 29, 1991

SUBJECT: Impact of Governor's Vetoes

At the June 28, 1991 Budget and Audit Committee discussed the impact of the Governor's vetoes on legislative agencies 1992 budgets. The committee felt that to absorb such a reduction would severely curtail the legislative functions and oversight mandates specified in the Alaska Constitution and passed the following motion:

I recommend to the Legislative Finance Division, the Legislative Audit Division, the Ombudsman, the Legislative Affairs Agency and all divisions that fall under its purview, that they for FY 1992 proceed with their operations as normal as far as staffing levels and other expenditure levels go, review very carefully what they are doing, not overexpend, but proceed as normal and carry out the normal functions with the statement from this committee that it will be pursuing a supplemental appropriation early next session to ensure that there is adequate funds to carry out those functions.

I recommend that the Legislative Council approve a similar motion regarding expenditures for FY 92.

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

TO: Representative Ron Larson, Chair
Budget & Audit Committee

Senator Jalmar Kerttula, Vice-Chair
Budget & Audit Committee

Members of the Budget & Audit Committee

FROM: Warren W. Endicott, Executive Director *WWE*
Legislative Affairs Agency

DATE: June 26, 1991

SUBJECT: FY 92 Legislative Affairs Veto Impact

The attached component analysis will give the committee and leadership some idea of the impact of Governor Hickel's vetoes to the FY 92 Legislative Affairs Budget.

This analysis does not include the funds anticipated from the reappropriations bill. It is an overall cut of 14.5% We estimate a loss of 15 full time and 43 part time to operate under the veto figures.

Attachment

cc: Senator Eliason
Senator Pourchot
Representative Grussendorf
Representative Davidson
Representative MacLean
Representative Navarre

IMPACT OF GOVERNOR HICKEL'S VETOES
FOR THE LEGISLATIVE AFFAIRS AGENCY'S FY 92 OPERATING BUDGET

LEGISLATORS' SALARIES & ALLOWANCES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 3,716.0 |
| GOV'S VETO FIGURE | 3,151.3 |
| DIFFERENCE | -564.7 |
| % cut | 15.2% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$3,303,200) minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS, \$146,200 session per diem increase (\$80 day to \$100 day), or the \$49,600 long-term per diem increase (\$50/55 day to \$65 day).

Below are the impacts of the Governor's vetoes. A supplemental is really the only solution for this component since layoffs and reductions in pay are not realistic. An example of a reduction in pay is provided below.

Personal Services -

1. A reduction in pay to the 1981 level. The Governor's veto figure minus the below cuts in travel and contractual leave a \$398,700 reduction which would come from personal services. It would reduce a legislator's monthly salary from \$2,001 a month to \$1,546 (Range 5B). It would be a \$5,460 per year reduction per legislator not counting benefits. Another scenario is to ignore the reduction and we have sufficient funding in this component for 9.5 months at the \$2,001 per month plus the below cuts.

Travel -

2. No increase in per diem & transportation costs for moving expenses. We estimate an overexpenditure of \$34,200 for travel in this component.

Contractual -

3. No increase in office allowance. Will remain at \$4,000 (\$120,000).
4. Insufficient funds to pay employer payroll charges on allowance checks (\$11,800).

EXECUTIVE ADMINISTRATION

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 1,744.3 |
| GOV'S VETO FIGURE | 1,515.1 |
| DIFFERENCE | -229.2 |
| % cut | 13.1% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$1,588,200) minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

Personal Services -

1. A reduction of \$139,300 would need to be taken from personal services. This would equal a loss of 3 full time positions.

Travel -

2. Eliminate increase in travel for transportation and per diem increases (\$3,100).

Contractual -

3. Eliminate increase of \$44,200 for subscriptions, minor repair & maintenance of legislative computer equipment, rental of mainframe software, dues increases for NCSL, CSG and participation in the Pacific North/West Economic Region (\$44,200).

Equipment -

4. Eliminate upgrade of computer equipment for data processing section (\$42,600).

PUBLIC SERVICES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 2,274.4 |
| GOV'S VETO FIGURE | 1,919.5 |
| DIFFERENCE | -354.9 |
| % cut | 15.6% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$2,012,100) minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

Personal Services -

1. A reduction of \$246,700 would need to be taken from personal services. This would compute to Dillingham, Barrow, Bethel, Nome and possibly Kodiak Information Offices being open 1/2 time and a loss of over \$80,000 to the casual labor pool to pay for teleconference reserve hours in the various sites throughout the State. This would equal approximately 5 full time positions being part time and possibly a loss of 2-3 part-time positions if the casual labor pool cannot be reduced sufficiently.

Travel -

2. Eliminate increase in travel for transportation and per diem increases (\$1,200).

Contractual -

3. Eliminate increase of \$9,100 for communications, transportation, advertising, and other expenditures & services (\$9,100).

Supplies -

4. Eliminate increase in supplies (\$2,900).

Equipment -

5. Eliminate purchase of computer equipment, 48-port bridge, conveners, mixers, furniture, etc. (\$95,000).

ADMINISTRATIVE SERVICES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 1,644.0 |
| GOV'S VETO FIGURE | 1,497.9 |
| DIFFERENCE | -146.1 |
| % cut | 8.9% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$1,757,100) minus 4.6% and a one time item transfer of supply is backed out. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

Personal Services -

1. A reduction of \$90,800 would need to be taken from personal services. This would equal a loss of 5 permanent part time positions in the print shop, personnel and accounting.

Travel -

2. Eliminate increase in travel for transportation and per diem increases (\$900).

Equipment -

3. Eliminate purchase of computer equipment and print shop equipment (\$54,400).

LEGAL SERVICES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 1,831.8 |
| GOV'S VETO FIGURE | 1,647.7 |
| DIFFERENCE | -184.1 |
| % cut | 10.1% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$1,727,200) minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

LEGAL SERVICES(continued)

Personal Services -

1. A reduction of \$151,000 would need to be taken from personal services. This would equal a loss of 2 full time positions and one part time position.
2. Eliminate personal services funding for Code Revision Commission - \$26,500.

Travel -

3. Eliminate increase in travel for transportation and per diem increases (\$1,600).
4. Reduce travel for Code Revision Commission (\$5,000).

SESSION EXPENSES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 6,748.0 |
| GOV'S VETO FIGURE | 6,112.0 |
| DIFFERENCE | -636.0 |
| % cut | 9.4% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$6,406,700) minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

Personal Services -

1. A reduction of \$532,500 would need to be taken from personal services. This would equal a loss of 24 House and Senate session positions.

Contractual -

2. Eliminate increase for professional services, minor repairs & maintenance, rental for machinery & equipment (\$48,500).

Equipment -

3. Eliminate increase for replacement copiers (\$55,000).

COUNCIL & SUBCOMMITTEES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 1,023.1 |
| GOV'S VETO FIGURE | 662.0 |
| DIFFERENCE | -361.1 |
| % cut | 35.3% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$1,466,600) minus prior year carryforward, minus 4.6% and backs out one time items. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

Under the Council and Subcommittees component part of the funding is from the Hazardous Response Fund and the other funds are general funds. The following committees, councils and TV coverage funding would have the following funds for FY 92.

| | Conf. Comm. | Gov's Veto | % Cut | Projected Reapprop Funding |
|------------------------------------|-------------|-------------|--------------|----------------------------|
| Citizens' Council on Oil & Haz Sub | 490.9 | 237.3 | 51.7% | 110.0 |
| Legislative Council Chair | 288.2 | 229.9 | 20.2% | 75.0 |
| TV Coverage | 150.0 | 119.7 | 20.2% | 0.0 |
| Senate Ethics | 25.0 | 20.0 | 20.2% | 25.0 |
| House Ethics | 25.0 | 20.0 | 20.2% | 22.0 |
| Administrative Regulation Review | <u>44.0</u> | <u>35.1</u> | <u>20.2%</u> | <u>7.5</u> |
| | 1,023.1 | 662.0 | 35.3% | 242.5 |

All of the above entities will have carryforward funds from the reappropriations bill in addition to the above funds. The Citizens' Oversight Council as you can see above took a 51.7% cut. Michele Brown, Executive Director of the Oversight Council says they will have to cut two of the four planned projects.

GENERAL SERVICES

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 2,303.5 |
| GOV'S VETO FIGURE | 1,952.9 |
| DIFFERENCE | -350.6 |
| % cut | 15.2% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$1,872,600) minus 4.6% and a one time item of transfer of supply is added. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions. \$1,202 of the conference committee figure is for leased office space. The 350.6 vetoed would have to come from the remaining 1,101.5 - a 31.8% reduction.

Personal Services -

1. A reduction of \$290,300 would need to be taken from personal services. This would equal a loss of 5 full time positions and 1 part time position in maintenance and supply.

Contractual -

2. Eliminate increase for communications, transportation, public utilities charges, rental for machinery & equipment and other expenditures & services - (\$20,000).

Supplies -

3. Eliminate increase for office supplies, maintenance supplies and small tools needed by supply and maintenance sections to support Legislature (\$39,300).

Equipment -

4. Eliminate increase for miscellaneous office equipment for supply (\$1,000).

LEGISLATIVE RESEARCH AGENCY

| | |
|----------------------|--------|
| CONFERENCE COMMITTEE | 988.3 |
| GOV'S VETO FIGURE | 883.4 |
| DIFFERENCE | -104.9 |
| % cut | 10.6% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$985,800) Governor used an adjusted base of \$926,000 minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

Personal Services -

1. A reduction of \$104,900 would need to be taken from personal services. This would equal a loss of the casual labor pool for temporary secretarial and librarian help plus 2 seasonal positions.

LEGISLATIVE OPERATING BUDGET

| | |
|----------------------|---------|
| CONFERENCE COMMITTEE | 5,000.0 |
| GOV'S VETO FIGURE | 4,491.9 |
| DIFFERENCE | -508.1 |
| % cut | 10.2% |

The Governor's veto formula for this component was the FY 92 Adjusted Base (\$5,708,500) minus prior year carryforward, minus 4.6%. The FY 92 Adjusted Base is FY 91 Authorized plus the 5% COLA. It does not include the 4% increase in PERS and 3% longevity increases for some positions.

The \$508,100 decrease would be split between the House and Senate Operating Budgets. Below is an assumption on the impact of the veto.

LEGISLATIVE OPERATING BUDGET(continued)

Personal Services -

1. A reduction of \$311,100 would need to be taken from personal services. This would equal a loss of 11 seasonal legislative staff positions.

Travel -

2. Eliminates increase requested for travel - (\$147,000).

Equipment -

3. Eliminate increase for miscellaneous office equipment for Senate and House operations - (\$50,000).

The above total for the Legislative Operating Budget does not include the funds from the reappropriations bill.

In summary below are the positions we will be losing because of the Governor's vetoes.

| | Full Time | Part Time |
|------------------------------|-----------|-----------|
| Executive Administration | -3 | |
| Public Services | -5 | +2 |
| Administrative Services | | -5 |
| Legal Services | -2 | -2 |
| Session Expenses | | -24 |
| General Services | -5 | -1 |
| Legislative Research | | -2 |
| Legislative Operating Budget | | -11 |
| Total | -15 | -43 |

PAS/6-26-91



State of Alaska
Ombudsman

Duncan C. Fowler

September 3, 1991

Senator Dick Eliason, President
Alaska Senate
Post Office Box V
Juneau, Alaska 99811-3100

Representative Cliff Davidson, Vice Chair
Alaska Legislative Council
Post Office Box V
Juneau, Alaska 99811-3100

Reply to:

- P.O. Box 102636
Anchorage, AK 99510-2636
(907) 277-8848
(800) 478-2624
- P.O. Box WO
Juneau, AK 99811-3000
(907) 465-4970
(800) 478-4970
- P.O. Box 74358
Fairbanks, AK 99707-4358
(907) 452-4001
(800) 478-3257

RE: Effect of FY'92 Vetoes

Dear Sen. Eliason and Rep. Davidson:

Governor Hickel's vetoes of the legislative budget reduced the Office of the Ombudsman budget by 21 percent. This is a *significant budget cut*. I appreciate this opportunity to advise you and other members of the Legislative Council of the impact of these cuts on our ability to aid Alaskans who are having trouble with state government. It is occurring at a time when citizens are seeking our help in record numbers.

I also appreciated the recommendation of the Budget and Audit Committee and the direction of Legislative Council Vice Chair Cliff Davidson to not layoff any ombudsman staff until the council had an opportunity to review the effect of the vetoes on the legislature's budget and its ability to perform its duties.

Governor Hickel's veto of \$372,600 from the ombudsman's budget will have the following impacts:

- (1) *A reduction of 8.5 permanent full and half-time investigators and support staff from that authorized by the legislature. Two of these (1.5 investigators, .5 Clerk III) are new positions authorized for FY'92 to help cope with our workload.*
- (2) *Recent months have resulted in record numbers of Alaskans asking for help from the Office of the Ombudsman (see Chart 1). Major increases have occurred since April. Projections made September 2 indicate 13,332 Alaskans will ask for assistance in FY'92. This is 657 more than I projected last March during budget preparation. It's almost 1,400 inquiries more than we received in FY'91 (see Chart 2).*

Reducing the ombudsman staff levels to meet the governor's veto will increase individual investigator workloads by 62 percent over FY'91 making FY'92 the year with the highest workload in the office's history. Chart 3 shows that the workload will almost double the recommended figure. The legislature approved a workload of 919. The governor's action and resulting staff decreases will cause an excessive workload of 1,333 issues per investigator in FY'92.

Understandably this will result in a greater potential for error during complaint analysis by ombudsman investigators because of the heavy workload. I anticipate a higher staff turnover because of the greater workload stress and a

corresponding loss in our efficiency. It takes about a year for new investigators to reach their full efficiency.

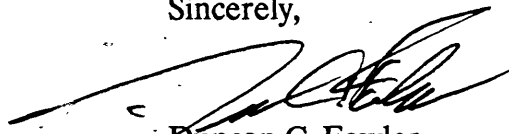
I note that we are just completing our backlog of investigations of complex issues which accumulated during our Fairbanks office closure in 1987-88. We are also completing several complex complaints of major public policy issues. My staff and I are working towards a goal of having most investigations completed and to the agencies for comment within 90 days of receipt. We plan on meeting this goal this next quarter. Complying with the governor's veto will prevent that accomplishment.

- (3) The veto reduces our budget by \$372,600 to a total of \$1,390,100. This figure is only slightly higher than our FY'83 budget when the complaint load was significantly less than today. It does not account for the steep inflation in personnel costs. The governor's figure is \$96,900 less than our FY'91 authorized figure (Chart 4).
- (4) The 1,387 additional Alaskans seeking help from ombudsman staff reflects the major changes in state programs and managers which have occurred. There is a potential for even more complaints because of the elimination or reduction of programs such as Alaska Legal Services, and the closure of offices such as the Fairbanks Permanent Fund Dividend office or the consolidation in the Division of Personnel. I note *this increase is almost the recommended workload for two ombudsman investigators.*
- (5) The reduction in ombudsman investigators will affect Alaskans needing help with complaints about the administration. A smaller staff of investigators will increase the time before we can review complex issues. Fewer investigations of policy related matters will occur as investigators will be busy "fixing" complaints involving benefit issues such as AFDC, food stamps, PFDs, child support or Workers Compensation. Resources needed to investigate public policy issues as part of *the legislature's oversight responsibility will be significantly reduced.*

Complaints to this office are the result of a breakdown in the relationship between citizens and government. If the ombudsman and other oversight agencies are able to prevent needless litigation and human suffering, both of which have their costs for the citizens of this state, they must have the resources to analyze, and in some cases, correct the cause of the breakdown. The workloads created by these cuts will severely impact our ability to do so.

I have re-projected my budget needs for FY'92 based upon the vacancy factor caused by not filling the new legislatively authorized positions and additional savings obtained during a lease renewal. This resulted in a \$27,000 savings. *I ask that the Legislative Council approve a supplemental for the Office of the Ombudsman in the amount of \$345,600.* This figure will allow adequate staffing of the office and allow my staff to be responsive to the needs of Alaskans with grievances about government.

Sincerely,



Duncan C. Fowler
Ombudsman

DCF:pjc
Enclosures
cc: Members of Legislative Council

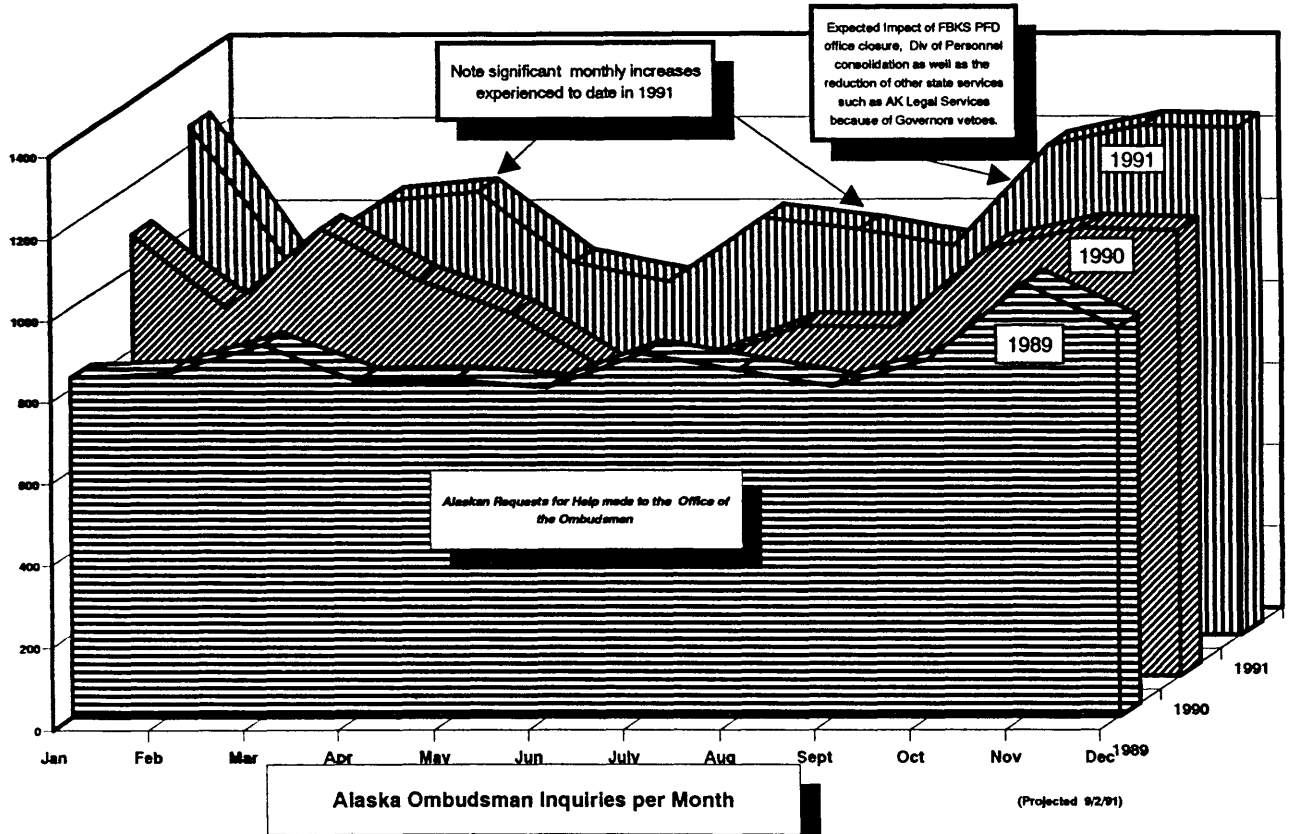


Chart 1

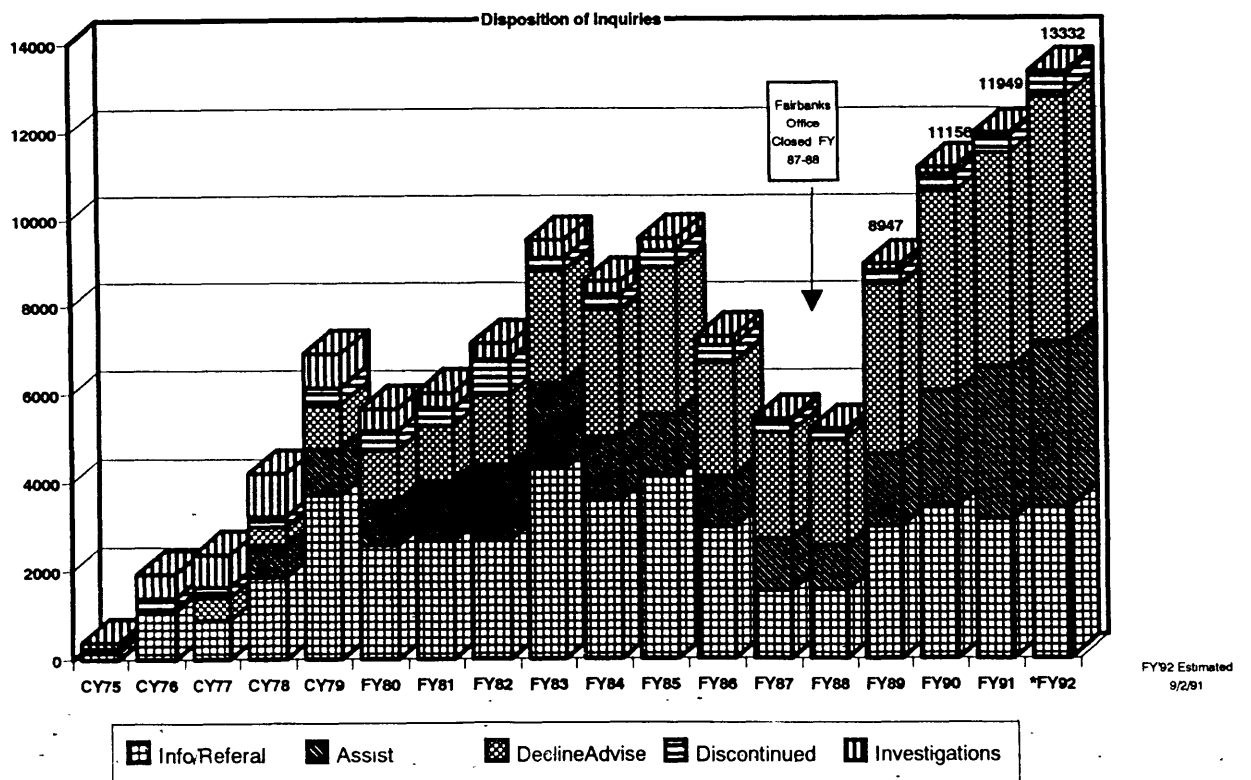


Chart 2

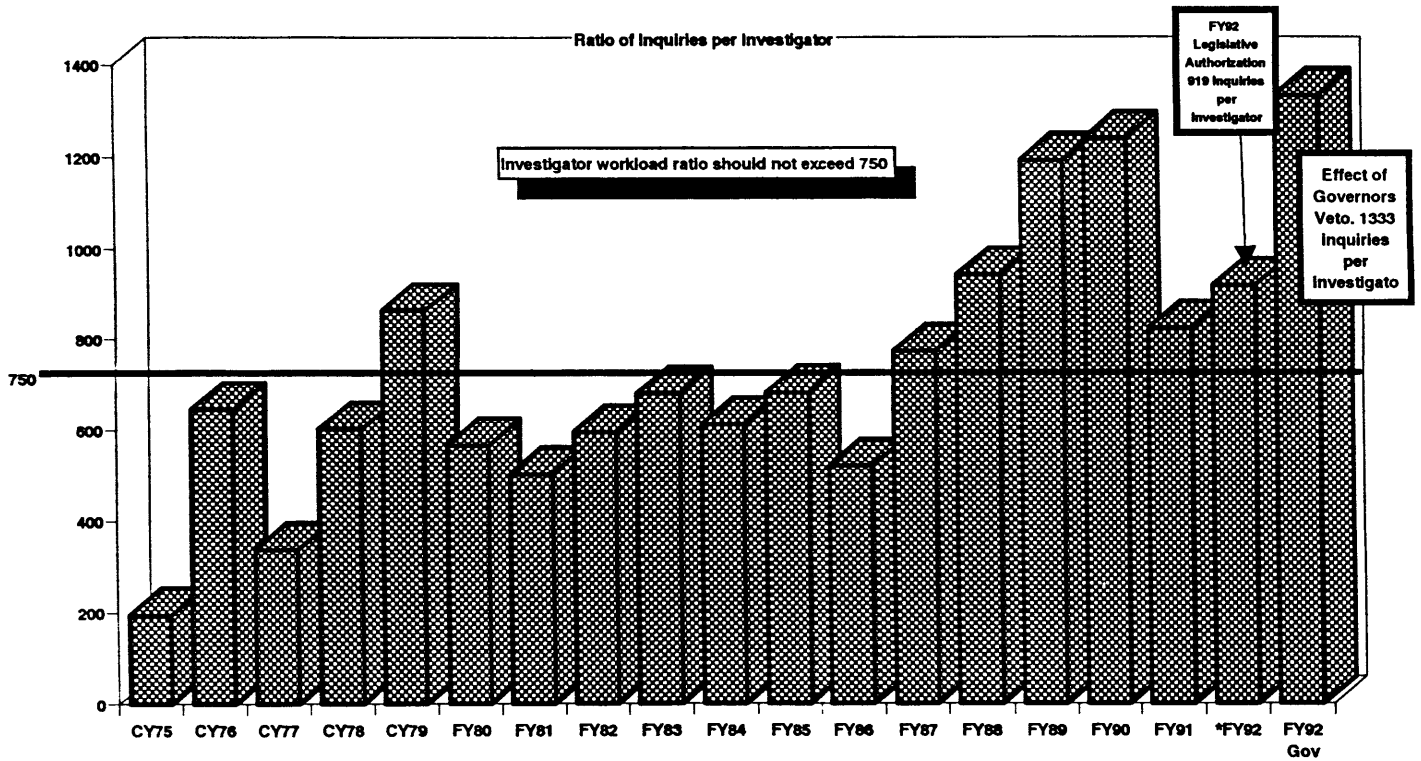


Chart 3

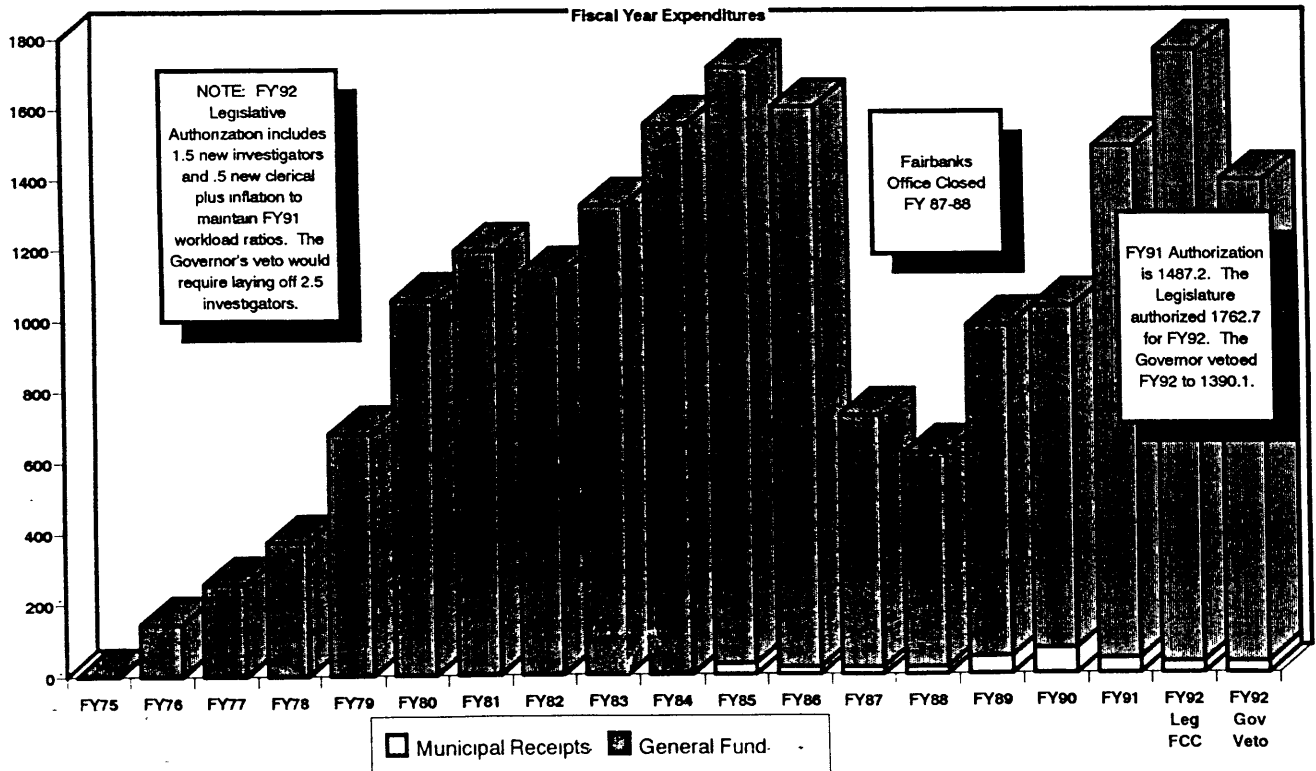



Chart 4

STATE OF ALASKA
THE LEGISLATURE

LEGISLATIVE AFFAIRS AGENCY

POUCH Y STATE CAPITOL
JUNEAU ALASKA 99801
907 465 1800

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer 
RE: RFP #178 - Dillingham Office Space
DATE: July 24, 1991

On June 20, 1991, Request for Proposal #178 was issued to acquire 750 - 825 square feet of leased office space for the Legislative Information Office (LIO) in Dillingham, Alaska. Twelve vendors were solicited from the State Bidders List.

On July 10, 1991, one bid was received and opened. In attendance were Legislative Affairs employees, Jan Price, Malcolm McGregor, and myself. The bid received is from Judith Nelson, General Manager of Choggiung Ltd. and offers 800 square feet of office space for \$1,670.56 per month. Choggiung is the current landlord for the LIO in Dillingham.

I inquired with Anna Mae Sorenson, Dillingham Information Officer, about present and past conditions and services provided by this vendor. I was informed the vendor has adequately provided for the LIO's needs during tenancy.

I recommend the Choggiung Ltd. bid be accepted for the Legislative Information Office space needs in Dillingham.

MTW/jmp



CHOGGIUNG LIMITED

VILLAGE CORPORATION

P.O. BOX 330

MAIN STREET

DILLINGHAM, ALASKA

99576

PHONE: (907) 842-5218

FAX: (907)842-5462

June 26, 1991

Mark T. Woods
Legislative Affairs Agency
P O Box Y
Juneau, Alaska 99811

RE: RFP 178

Dear Mr. Woods:

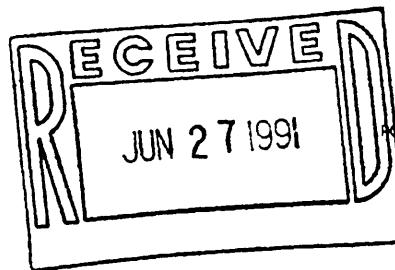
Enclosed is our proposal for the lease for Legislative Affairs. Currently the Legislative Affairs Agency is located in the space that we are bidding. There is ground floor access to the space. The telephone/computer system boards are located in the closet in the hallway across from the bathrooms. This was installed by your agency when occupancy began early in the 1980's.

Sincerely,

Judith Nelson
General Manager

Enc (1)

STATE OF ALASKA
THE LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY



POUCH Y STATE CAPITOL
BUREAU ALASKA 99811
907-465-3800

AMENDMENT NO. 1

RFP TITLE: LEASE OF APPROXIMATELY 750 - 825 SQUARE FEET OF NET
USABLE STREET LEVEL OFFICE SPACE FOR THE LEGISLATIVE INFORMATION
OFFICE

REQUEST FOR PROPOSALS NO. 178

OPENING DATE AND TIME: July 10, 1991, 1:30 p.m.

AMENDMENT ISSUE DATE: June 24, 1991

This amendment consists of two pages.

The following changes/additions are required:

1. Under Special Conditions and Requirements change Item #6 to now read:
 6. ADJUSTMENTS OF RENT: The rent shall be adjusted the first of July of each year beginning in 1992 to reflect changes in the successful offeror's variable costs. Variable costs are defined as all operational costs other than debt service and profit and further defined for the purpose of the lease as thirty-five percent (35%) of the Base Monthly Rental Rate. The Base Monthly Rental Rate is the monthly rental rate as of the date the Agency begins occupying the space. The adjusted monthly rental rate will be based on the percentage of change, between 1990 and the calendar year before the calendar year of the adjustment, in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Anchorage Area (CPI-U).

The Annual Adjusted Monthly Rental Rate will be computed as follows:

PERCENTAGE OF CHANGE IN CPI-U

{Annual average CPI-U for the calendar year preceding the year of adjustment or renewal} - {Annual average CPI-U for the calendar year 1990} = x

x/Annual average CPI-U for the calendar year 1990 = y%

ADJUSTED MONTHLY RENTAL RATE

{35% x Base Monthly Rental Rate x % of change in CPI-U} + Base Monthly Rental Rate = Adjusted Monthly Rental Rate.

$\{(35\% \times \text{Base Monthly Rental Rate}) \times y\} + \text{Base Monthly Rate}$
= Adjusted Monthly Rental Rate.

Retroactive adjustments will not be allowed.

A copy of this amendment with signature needs to be submitted with the Request for Proposals No. 178 prior to the opening date and time.

Clogging Ltd

COMPANY SUBMITTING PROPOSAL

Mark Nelson General Manager

AUTHORIZED SIGNATURE

Judith Nelson

PRINTED SIGNATURE

Mark T. Woods

Mark T. Woods, Supply Officer

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. 178

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: June 20, 1991

SEALED PROPOSALS WILL BE RECEIVED IN SINGLE COPY AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON JULY 10, 1991 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

PROPOSAL TITLE: LEASE OF APPROXIMATELY 750 - 825 SQUARE FEET OF NET USABLE STREET LEVEL OFFICE SPACE FOR THE LEGISLATIVE INFORMATION OFFICE.

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907)465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

Choggiung Limited

COMPANY SUBMITTING PROPOSAL

P O Box 330 Dillingham, Ak 99576

COMPANY MAILING ADDRESS

Judith Nelson Gen Manager

AUTHORIZED SIGNATURE

022570

BUSINESS LICENSE NO.

Judith Nelson, General Manager

PRINTED SIGNATURE

(907)842-5218

TELEPHONE

6-28-91

DATE

INSTRUCTIONS TO OFFERORS

1. Prices quoted shall be in U.S. funds.
2. All proposals shall be submitted exclusive of Federal, State and local taxes.
3. Offerors are requested to carefully review this Request for Proposals, without delay, for defects and questionable or objectionable matter. It is requested that questions, objections and comments be made in writing and received by the Legislative Affairs Agency no later than 10 days prior to proposal opening, so that any necessary amendments may be published and distributed to offerors to prevent the opening of a defective proposal upon which award cannot be made, but which will result in the exposure of offerors' prices.
4. Offerors are instructed to use this form in submitting proposals. A proposal may be submitted on photocopied forms.
5. Envelopes containing proposals must be sealed, marked, and addressed as shown in the example below. Do not put the proposal number and opening date on the envelope if you are requesting proposal information. Envelopes with proposal numbers referenced will not be opened until the scheduled date and time.

Offeror's Return Address

Mark T. Woods
Legislative Affairs Agency
P.O. Box Y
Juneau, AK 99811

RFP#178
Opening Date: July 10, 1991

Proposals will be opened July 10, 1991, 1:30 p.m., at 120 4th Street, Room 11.

6. An offer and acceptance resulting from this Request for Proposals shall be expressly limited to the terms and conditions shown on this form and its attachments.
7. It is the responsibility of the offeror to ensure that its proposal and any pertinent amendments are in the issuing office of Legislative Affairs Agency prior to the scheduled proposal opening time. Formal proposals will be rejected if not received at the issuing office prior to the time set for opening. If mailed, written proposals and amendments should be sent via registered, certified, or express mail. The Agency will accept a faxed proposal that is received by the Agency

44. **TERMINATION:** The lease issued as a result of this Request for Proposals is subject to the appropriation of funds by the State for the monetary obligations of the lease, and may be terminated by the Agency if the State does not appropriate the funds.
45. **TIME:** Time is of the essence during the lease.
46. **ASSIGNMENT OR TRANSFER:** Assignment or other transfer of the contract entered into as a result of this Request for Proposals is subject to Sec. 160 of the Procurement Procedures of the Alaska State Legislature.
47. **BINDING ON SUCCESSORS:** Subject to paragraph 46, the lease issued as a result of this Request for Proposals and all the covenants, provisions and conditions therein contained shall inure to the benefit of and be binding upon the successors and assigns of the successful offeror and the Agency.
48. **CHANGES:** Changes in the space proposed either by the successful offeror or by the Agency after acceptance of the offer, shall be mutually agreed upon by both parties in writing before such changes are actually accomplished.
49. **FINANCING:** Proposals offering space in new construction must be fully supported by evidence that adequate financing is available to deliver the premises as specified in this Request for Proposals (i.e., conditional financing commitment or bank letter of credit, etc.) This proof must accompany the proposal document. Failure to provide such proof will be cause for rejection of proposal. Within sixty (60) days after the notice of the final award, the successful offeror must provide the Agency with evidence of a firm financing commitment to this project. Failure to provide this evidence within the prescribed time will be cause for cancelling the award.
50. **AWARD FACTORS:** The following factors, in addition to rental amount, may be considered in making an award:
 - A. Susceptibility of the design of the space offered to efficient layout and good utilization for intended use;
 - B. Factors of environment including the physical characteristics of the building and the area surrounding it;
 - C. All weather accessibility by automobile transportation and availability of parking facilities;
 - D. Accessibility by public transportation;
 - E. Date(s) on which space is offered ready for occupancy.

BUILDING QUESTIONNAIRE

Location of facility Kangiiqutaq Office Building Lot 9 Plock 17 Main Street Dillingham, Ak

Type of construction Wood Frame, Cement Foundation

Single or multi-story 2 Story

Maximum Permissible Live Floor Load: Except in those cases where a floor is constructed of poured concrete set in earth, each proposal for leased floor space shall contain a statement by the offeror which sets forth the maximum permissible live floor load per square foot on each floor. In cases where the floor load factor is not uniform, the offeror must explain the deviation in detail adequate to permit the occupants to safely distribute the floor load. A floor plan which sets forth this information may be submitted with the proposal.

| Floor No. | Maximum Permissible Live Floor Load | Floor No. | Maximum Permissible Live Floor Load |
|-------------|-------------------------------------|-------------|-------------------------------------|
| <u>1</u> | <u>Cement Foundation Floor</u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |

Type and finish of walls
R19 Insulation, Sheetrock, Painted

Location within building where space is offered First Floor, Southwest corner (Existing Legislative Affairs)

Type of heating system
Oil Fired Baseboard Heat

Type of cooling system
Windows

If other tenants are to be included in the building, indicate type of business they will conduct:

SBAMC Alcohol Program Offices, BBNA BIA Realty, US Fish and Wildlife

DCRA

Is conference room available?

Conference room available in adjoining building (Chog Center--Board Table Seats 15)

If so, what is amount of floorspace: 320 Sq FT square feet

What furniture is in conference room: Chairs 15 Tables 1 Large

Are all building requirements as set forth in this proposal complied with in your offer:

YES xxxxx NO

If "no", indicate exceptions: Handicap Access being installed at this time (two Steps)

Type of flooring for non-office areas: Carpet Tile

Other (explain) All office space is carpeted

Offeror is is not in arrears on Alaska State Taxes.

Is property encumbered by a mortgage, lien or any other financial obligation? No

If yes, please attach a copy of the document for the Agency's review.

Are you a: Sole proprietorship, corporation xxxxx, partnership, joint venture, or other? If other, please list what type.

Please complete the following questions. If the RFP/ITB is awarded to your company these answers will be needed to complete the formal lease agreement.

- 1. List exact legal name of business, partnership, or corporation. If corporation, list name as it appears on Articles of Incorporation.

Choggiung Limited

- 2. Indicate who will sign the lease and their official title (if general partnership any partner may sign; if limited partnership the general partner must sign; if corporation, chief executive officer or another officer of the corporation may sign).

William Tennyson, President Name

Title

3. If an agent for the company will sign on your behalf, indicate person signing, exact name of their company, and their title.

4. Indicate IRS tax identification number. 92-0045217

5. Indicate payee name and address to which rent payments should be made.

Choggiung Limited P O Box 330, Dillingham, Alaska 99576

PROPOSAL SCHEDULE

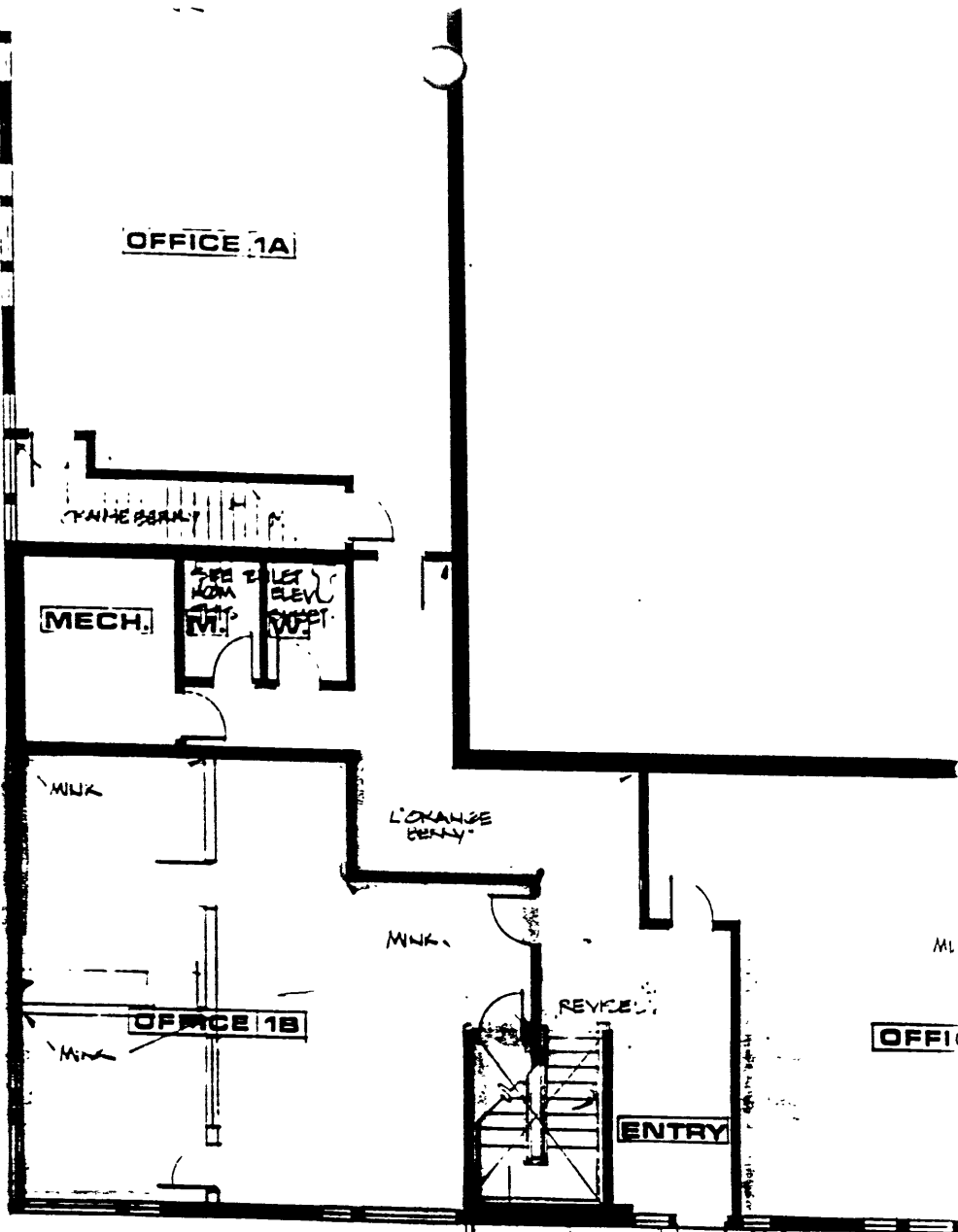
The offeror hereby offers space to the Agency in accordance with the terms and conditions set forth in this Request for Proposals. Detailed information relative to the offered space is to be entered in the Building Questionnaire. The following information must be provided in its entirety. Failure to complete all requested cost data may result in the proposal being declared nonresponsive.

Total net usable square
footage 800 Sq Ft

Price per month per net usable square footage
inclusive of janitorial services: \$ 2.09 = \$1670.56

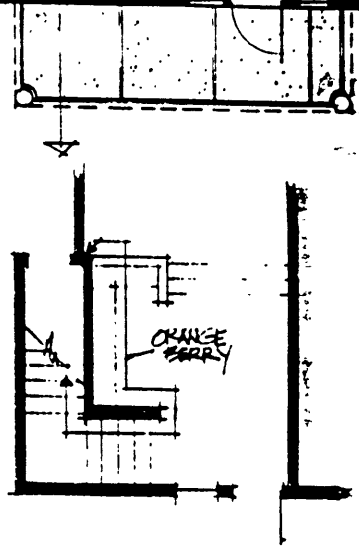
Guaranteed occupancy Immediate.
date: _____

ATTACH PROPOSED FLOOR PLAN TO YOUR PROPOSAL.
(See General Conditions and Requirements 6)



NOTE:
 PLASTIC LAMINATE
 TO BE FORMICA
 BRAND - DESIGN # 2911
 "WHEAT" (TYPICAL)

lower level



OF
 DILL

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT

ALASKA BUSINESS LICENSE

This is to certify that the licensee named below holds an Alaska Business License covering the period January 1 through December 31 of the license year(s), or fraction thereof.

| | | |
|-------------------|-----------|----------|
| CHOGGIUNG LIMITED | HL 022670 | SIC 5550 |
| CHOGGIUNG LIMITED | | |
| PO BOX 333 | | |
| DILLINSHAM | AK 99576 | |
| | | 01/07/91 |

This license must be posted in a conspicuous place at the location.
It is not transferable or assignable.

LICENSE YEAR(S)

1991 THRU 1992

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State of Alaska or of the United States.


**COMMISSIONER OF COMMERCE
AND ECONOMIC DEVELOPMENT**

STATE OF ALASKA THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer 
SUBJECT: RFP No. 180 - Ketchikan Office Space
DATE: August 29, 1991

On August 6, 1991, Request for Proposal No. 180 was issued to acquire approximately 1,900 - 2,150 square feet of office space for the Legislature and the Legislative Information Office in Ketchikan, Alaska. Thirty vendors from the State Bidders List were mailed RFP's and a newspaper advertisement was placed in the Ketchikan Daily News.

On August 27, 1991, 1:30 p.m., one bid proposal was received and opened at the Capitol Building, Room 3. In attendance were Jan Price, Malcolm McGregor, and myself.

The bid received is from James M. Hall, President of the Masonic Building Association, the present lessor for the legislative office space in Ketchikan. The bid contains three proposals of 2,111 square feet each, bid abstract attached.

Proposal #1 provides for the upgrade of mechanical heating/fresh air ventilation system, addition of a second toilet in existing restroom, and tinted plastic window shades.

Proposal #2 is the same as #1 except it provides for the addition of a second enclosed restroom, and janitorial services as outlined in the RFP.

Proposal #3 is the same as #2 except it provides for partitions to enclose a second legislator office, conference room, and breakroom.

Parking is not provided in this bid due to the change of land use in the area. Limited reserved parking may be available through the City of Ketchikan or other vendors.

I recommend the Masonic Building Association Proposal #3 be accepted for \$2,710.00 per month as it provides for the needed handicap restrooms, and space enclosures.

MTW/jmp
Attachments

**MASONIC BUILDING ASSOCIATION
A CORPORATION**

**P.O. Box 9567
Ketchikan, Alaska 99901-4567**

August 26, 1991

Mr Mark T. Woods
Legislative Affairs Agency
P.O. Box V
Juneau, Alaska 99811

Re: RFP #180; Space Lease in downtown Ketchikan

Dear Mr Woods;

The Masonic Building Association is submitting three proposals in response to your RFP and hopes to arrive at a mutually satisfactory facility for the Legislative Affairs Ketchikan office.

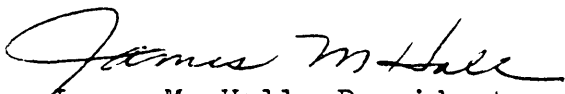
Due to the present changing parking situation and flux in the land use of present parking areas, we are unable to completely satisfy all of the RFP specifications.

Parking guidelines for the new LID Berth 2 structure have not been finalized by the City Council. An informat says a proposal is to be considered by the Council soon. Favored now is a coin box system for 4 and 8 hour parking spaces, and free parking in the up to 2 hour parking spaces. The present parking on the former Ketchikan Spruce Mill site is either 2 hour free or \$50.00 per month rental parking. I am advised that the impending construction of the Forest Service Information Center will disrupt some of this parking. The parking lot at Grant and Edmonds Streets has been changed from a mix of rental spaces and free 24 hour parking to all free, 24 hour limit free spaces.

We recognize that the present Legislative Affairs office has some serious shortcomings and hope to be able to continue our rental relationship at a mutually satisfactory price and blend of improvements. This was the reason for the multiple proposals. Creating many enclosed spaces, compounds the heating/ventilation problems and will require more extensive changes to the mechanical system.

Thank you for considering our proposal and we would like to negotiate a happy solution to your space needs within the present facility.

Very truly yours,


James M. Hall, President
Masonic Building Association

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. 180

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: AUGUST 6, 1991

SEALED PROPOSALS WILL BE RECEIVED BY THE AGENCY IN SINGLE COPY UNTIL 1:30 P.M. ON AUGUST 27, 1991, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. THE OPENING WILL TAKE PLACE AT 120 4TH STREET, ROOM 3, JUNEAU, ALASKA.

PROPOSAL TITLE: LEASE OF APPROXIMATELY 1,900 - 2,150 SQUARE FEET OF NET USABLE STREET LEVEL OFFICE SPACE FOR THE ALASKA STATE LEGISLATURE.

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907)465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

MASONIC BUILDING ASSOCIATION
COMPANY SUBMITTING PROPOSAL

PO Box 9567 KETCHIKAN, A.
COMPANY MAILING ADDRESS

James M Hall
AUTHORIZED SIGNATURE

CORPORATE FILE NUMBER 00116D
*

BUSINESS LICENSE NO.

JAMES M. HALL, PRESIDENT
PRINTED SIGNATURE

TELEPHONE

DATE

* ALASKA BUSINESS LICENCE APPLICATION HAS BEEN SUBMITTED. OUR SECRETARY BELIEVED THAT THE CORPORATION DID NOT REQUIRE A BUSINESS LICENCE IN ADDITION TO CORPORATION PAPERS. WE HAVE RENTED OFFICE SPACE TO THE LEGISLATIVE AFFAIRS AGENCY SINCE OCT. 1985 AND ARE A NON-PROFIT CORPORATION REGISTERED IN

BUILDING QUESTIONNAIRE

Location of facility 352 Front Street, Ketchikan, Ak. which is at the corner of Front and Grant Streets.

Type of construction Poured concrete with the ground floor poured on grade.

Single or multi-story Three stories

Maximum Permissible Live Floor Load: Except in those cases where a floor is constructed of poured concrete set in earth, each proposal for leased floor space shall contain a statement by the offeror which sets forth the maximum permissible live floor load per square foot on each floor. In cases where the floor load factor is not uniform, the offeror must explain the deviation in detail adequate to permit the occupants to safely distribute the floor load. A floor plan which sets forth this information may be submitted with the proposal.

| Floor No. | Maximum Permissible Live Floor Load | Floor No. | Maximum Permissible Live Floor Load |
|---------------|-------------------------------------|-----------|-------------------------------------|
| <u>Ground</u> | <u>250 psf estimated</u> | _____ | _____ |
| <u>2 nd.</u> | <u>N/A</u> | _____ | _____ |
| <u>3 rd.</u> | <u>N/A</u> | _____ | _____ |
| _____ | _____ | _____ | _____ |

Type and finish of walls

Interior is painted drywall : Exterior is concrete, furred, with painted dry wall.

Location within building where space is offered Northerly 2 of 3 bays on the ground floor.

Type of heating system Perimeter hot water baseboard to maintain night time temperature, and tempered hot air for morning recovery and day time working temperature.

Type of cooling system None at the present time.
Exterior air supply will be upgraded.

If other tenants are to be included in the building, indicate type of business they will conduct:

First Floor - Banking ; Second floor - Scholl District Business Office and Administration Office ; Third floor - Fraternal Lodge and dining room

Is conference room available? By partitioning off a portion of the present Legislative Office area. An area is now set up for conferences.

If so, what is amount of floor space: 250 sq. ft. or as approved by the _____ square feet Legislative Affairs Agency.

What furniture is in conference room: Chairs ?
All furniture is State owned at present Tables 1

Are all building requirements as set forth in this proposal complied with in your offer: Three proposals are being submitted. Proposals 1 and 2 do not comply and 3 complies except for parking.
YES _____ NO _____

If "no", indicate exceptions: _____ see descriptions on the schedule sheet, page no. 23.

Type of flooring for non-office areas: Carpet xx and
Tile xx

Other (explain) Bare concrete in the storage room.

Required Reserved Parking:

Number of reserved parking spaces offered in proposal: additive item

Number of parking spaces required by code for this location: 0

Location offered is exempt from parking code: Yes xx
No _____

Reserved parking spaces offered are: On-Street _____
Off-Street xx

Distance from building to reserved parking spaces: 1,000 feet.

Other available parking:

Normal availability of other parking spaces: LID Berth 2 structure & Grant & Edmonds St. lot and on-street spaces.

Other available parking space is: Public xx
Private _____

Distance from building to other available parking space LID Lot- 275 ft Grant & Edmond St - 600 ft.

Offeror _____ is xx is not in arrears on Alaska State Taxes.

Is property encumbered by a mortgage, lien or any other financial obligation?
No outside financing.

If yes, please attach a copy of the document for the Agency's review.

Are you a: Sole proprietorship _____, corporation Non Profit,
partnership _____, joint venture _____, or other
_____? If other, please list what type _____.

Please complete the following questions. If the RFP/ITB is awarded to your company these answers will be needed to complete the formal lease agreement.

1. List exact legal name of business, partnership, or corporation. If corporation, list name as it appears on Articles of Incorporation.

Masonic Building Association

2. Indicate who will sign the lease and their official title (if general partnership any partner may sign; if limited partnership the general partner must sign; if corporation, chief executive officer or another officer of the corporation may sign).

| | |
|---------------|----------------|
| James M. Hall | President |
| _____ Name | _____ Title |

3. If an agent for the company will sign on your behalf, indicate person signing, exact name of their company, and their title.

N/A

4. Indicate IRS tax identification number. 92 - 0018604

5. Indicate payee name and address to which rent payments should be made.

Masonic Building Association

P.O. Box 9567

Ketchikan, Alaska 99901

PROPOSAL SCHEDULE

The offeror hereby offers space to the Agency in accordance with the terms and conditions set forth in this Request for Proposals. Detailed information relative to the offered space is to be entered in the Building Questionnaire. The following information must be provided in its entirety. Failure to complete all requested cost data may result in the proposal being declared nonresponsive.

Total net usable square
 footage 2,111 Excludes 2 bathrooms and hallway, includes 225 sf
 in the 375 sf store room.

Price per month per net usable square footage
 inclusive of ~~XXXXXXXXXXXXXXXXXXXX~~ see notation \$ 1,850.00

Monthly price adjustment per parking space
 for increasing or decreasing number of reserved
 spaces: \$ 50.00

Price per space for additional reserved
 parking spaces if required later: \$ 50.00 if available / month.

Guaranteed occupancy
 date: Work to be scheduled at night and weekends to minimize impact on
Agency now occupying the space, November 1, 1991

ATTACH PROPOSED FLOOR PLAN TO YOUR PROPOSAL.
 (See General Conditions and Requirements 6)

Proposal 1 Description:

Lessor will install the second toilet utilizing existing plumbing stubs.
 No other partition changes will be made.
 Lessor will upgrade the heat/vent system to provide fresh outside air
 to the enclosed office space and the rear of the legislative staff office spa
 Light bulb replacement will be provided on an as needed basis.
 Janitor service is not included.
 Parking is not included but may be added as it is available from the City
 of Ketchikan. The present rate is \$50.00 per car per month, at the Spruce
 Mill lot. Availability is not guaranteed.
 Lessor will install tinted plastic shades on the Front Street windows
 to reduce sun induced heat gain.

PROPOSAL SCHEDULE

The offeror hereby offers space to the Agency in accordance with the terms and conditions set forth in this Request for Proposals. Detailed information relative to the offered space is to be entered in the Building Questionnaire. The following information must be provided in its entirety. Failure to complete all requested cost data may result in the proposal being declared nonresponsive.

Total net usable square footage 2111 sf. Excludes 2 bathrooms and hallway, includes 225 sf in the 375 sf store room.

Price per month per net usable square footage inclusive of janitorial services: \$ 2,610.00

Monthly price adjustment per parking space for increasing or decreasing number of reserved spaces: \$ 50.00

Price per space for additional reserved parking spaces if required later: \$ 50.00 if available/month.

Guaranteed occupancy date: see note on Proposal 1 — November 1, 1991

ATTACH PROPOSED FLOOR PLAN TO YOUR PROPOSAL.
*** (See General Conditions and Requirements 6) ***

Proposal N. 2

Interior partitions shall remain as existing except the Lessor will install the second bathroom, utilizing the existing plumbing stubs. (see the floor plan for location)
Lessor will upgrade the heat/vent system to provide fresh outside air to the enclosed office space and the rear of the legislative staff office space.
Janitor service will be provided as outlined in the RFP and applicable to this space.
Lessor will install tinted plastic shades on the Front St windows to reduce sun induced heat gain.
Parking is not included, but may be added as it is available from the City of Ketchikan. (see proposal No. 1)

PROPOSAL SCHEDULE

The offeror hereby offers space to the Agency in accordance with the terms and conditions set forth in this Request for Proposals. Detailed information relative to the offered space is to be entered in the Building Questionnaire. The following information must be provided in its entirety. Failure to complete all requested cost data may result in the proposal being declared nonresponsive.

Total net usable square
 footage 2,111 Excludes 2 bathrooms and hallway, includes 225 sf
 in the 375 sf. store room

Price per month per net usable square footage
 inclusive of janitorial services: \$ 2,710.00

Monthly price adjustment per parking space
 for increasing or decreasing number of reserved
 spaces: \$ 50.00

Price per space for additional reserved
 parking spaces if required later: \$ 50.00 if available month.

Guaranteed occupancy
 date: see note on proposal 1 November 1, 1991 except heat/vent
 December 1, 1991 for all work

ATTACH PROPOSED FLOOR PLAN TO YOUR PROPOSAL.
 (See General Conditions and Requirements 6)

Proposal No. 3

Interior partitions to be installed by the lessor to provide a second bathroom. second enclosed office, conference room and break out room all at the locations established by mutual agreement between the lessor and the lessee.

Lessor will provide an upgraded heat/vent system to provide fresh outside air to all of the enclosed spaces, and tinted plastic shades or drapes to reduce the sun induced heat gain.

Janitor services will be provided as outlined in the RFP as applicable to this space.

Parking is not included, but may be added as it is available from the City of Ketchikan. (see proposal No. 1).

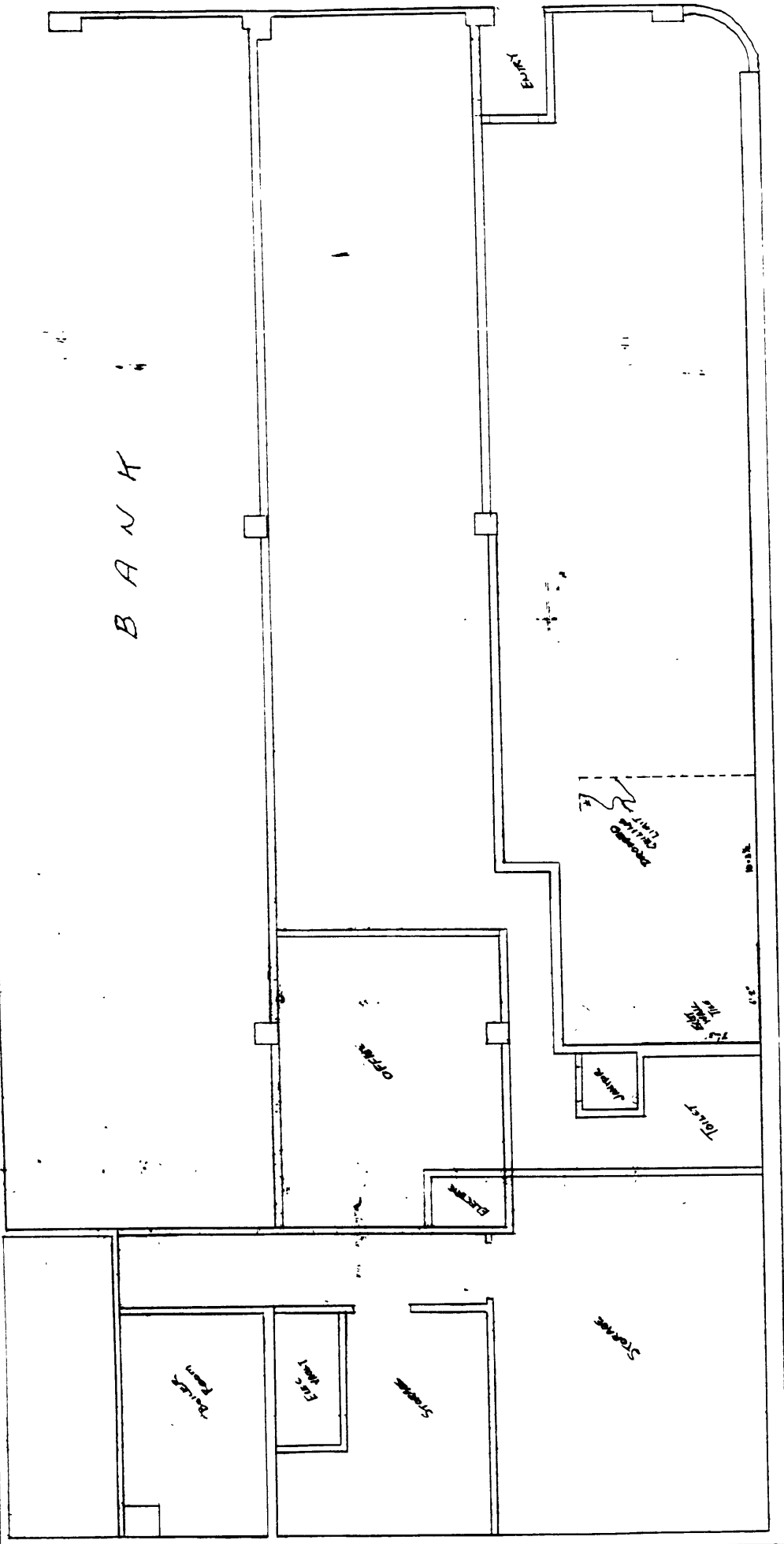
BANK

FRONT STREET

ENTRY

GRANT ST
EXISTING LAYOUT

GROUND FLOOR - MASONIC TEMPLE
KETCHIKAN, ALASKA
1911-12
8/25/91
J. H. ...





**MASONIC BUILDING ASSOCIATION
A CORPORATION**

P.O. Box 9567
Ketchikan, Alaska 99901-4567

Sept. 3, 1991

Mr Mark T. Woods
Legislative Affairs Agency
P.O. Box V
Juneau, Alaska 99811

Re: Space lease in downtown Ketchikan

Dear Mr Woods:

The Masonic Building Association is pleased to confirm the proposal to supply Legislative Affairs office space in our building for three years plus two, one year extention options.

We propose the space as shown on Modification "A" as submitted on September 3, 1991. It is described as follows:

(1) Gain space for the bathroom modification by moving the rear wall into the present storage room a distance of 3'-3". This moves the (3'-0" x 6'-8") storage room door the same distance and exposes the electrical alcove to the office. A non-standard door (2' x 6'4") will be installed to close the alcove.

(2) Modify the existing bathroom to meet handicapped bathroom access and use guidlines. This includes the addition of a urinal, grab bars adjacent to the present toilet and relocating the sink to the exterior wall. Installation of a 3'-6'8" access door, modification of ventilation and lighting, floor covering and wall covering will be included.

(3) Creation of a new office in the present break-out space by installing a partition from the jog in the existing divider wall, through the existing column to the exterior wall. The new office will encompass 125 square feet and include a new heat/vent duct, electrical outlets, 3'0"x 6'8" access door, wall and floor covering and a new ceiling light fixture or fixtures.

(4) Modifications to the existing hallway, including closing the existing door to the new office space, and creating an open arch at the jog in the existing divider wall.

(5) Modifications to the existing heating system to provide improved heating and ventilation to the entire office.

(6) Installation of window covering or drapes at the Front Street windows to reduce the sun induced heat gain. Light bulb replacement on an as-needed basis.

Mark T. Woods
Sept. 3, 1991
Page 2

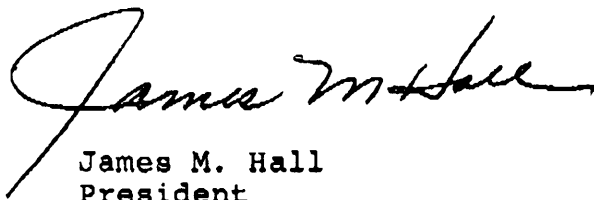
This proposal does not include any parking or janitorial services or supplies. These may be added on an actual cost basis should they be desired in the future.

The rental rate for the space per Modification "A" and the outline above will be \$1,960.00 per month. The gross area is 2,009 square feet plus 200 square feet in the storage room.

We hope for favorable consideration of this proposal and look forward to a mutually satisfactory answer to your space needs in our building.

Encl: Modification "A"

Very truly yours,

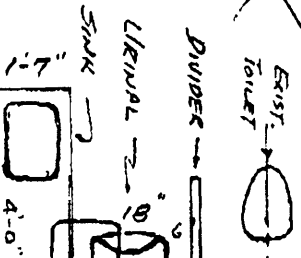


James M. Hall
President
Masonic Building Association

200' SNAKED

CABINET DOORS 25 1/2" x 76" OPENING

REMOVE



36" 15" 18" 18"

CLOSE

12'-1"

7'-3 3/4" Ceiling SHEETROCK

125' 8'-0" Ceiling SUS. TILE

10'-0" 3'-0" x 6'-8"

REMOVE

2

1/4" = 1'-0"

MODIFICATION A

SEPT. 3, 1991

1/4" = 1'-0"


Paul

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer 
SUBJECT: Request for Alternate Procurement RFP No. 181
DATE: September 3, 1991

Handicap accessible restrooms, required in RFP No. 181, Petersburg Legislative Information Office Space, was not obtainable through the efforts of the bid process. A request for alternate procurement is sought from the Legislative Council approving a month-to-month occupancy until handicap accessible space in the Petersburg area becomes available. Further efforts will be made to acquire space in compliance with handicap requirements.

The bid cost per month for this space is \$595.00 compared to \$614.98 we currently pay.


MTW/jmp

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer 
SUBJECT: Legislative Council Approval
DATE: August 29, 1991

Sole Source Authorization is requested to acquire a one (1) year lease for the Citizens Oversight Council at 3111 C Street, Anchorage, Alaska.

The Citizens Oversight Council would like to remain at their present location near legislative offices. Estimated costs for 250 square feet of office space should not exceed \$6,600.00.

MTW/jmp

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer (MW)
SUBJECT: RFP No. 182 - Office Space, Juneau
DATE: August 27, 1991

On August 6, 1991, Request for Proposal No. 182 was issued to acquire approximately 600 - 650 square feet of leased office space in Juneau, Alaska for the legislature's House Records and Health Resources Access Task Force. Eight vendors were mailed RFP's. On August 26, 1991, at 1:30 p.m., one proposal was received and opened in Room 3 of the Capitol. In attendance were Legislative Affairs Agency employees Jan Price, Malcolm Mcgregor, and myself.

The proposal received is from Monty R. Kaiser, Vice-President of Goldstein Improvement Company, proposing 611.5 square feet at \$1.35 per square foot, bid abstract attached. This proposal complies with all requirements with the exception of handicap accessible restrooms and mechanical system ventilation.

The vendor has stated in the building questionnaire that he will be bringing the second floor handicap restrooms up to current federal standards beginning September 1991.

Ventilation is adequately served through windows that open and close within the leased space.

I recommend the Goldstein Improvement Company bid be accepted for \$825.52 per month.

MTW/jmp
Attachments

Goldstein Improvement Company

P.O. Box 020369

Juneau, Alaska 99802-0369

(907) 586-2979

26, August, 1991

State of Alaska
Legislative Affairs Agency
Attention: Mr. Mark Woods
P.O. Box Y
Juneau, Ak. 99811

Dear Mr. Woods,

This is response to your Request for Proposals #182, dated 5, August 1991 for lease of approximately 600 - 650 square feet of net usable office space for the Alaska State Legislature.

Our company believes we can meet your requirements and have attached a proposed floor plan for your review and division breakdown of proposed square footages.

I hope this proposal meets your needs and I look forward to working further with you in the future.

Sincerely,



Monte R. Kyser
Vice-President

Goldstein Improvement Company

P.O. Box 020369
Juneau, Alaska 99802-0369
(907) 586-2979

26, August 1991

State of Alaska
Legislative Affairs Agency
Mr. Mark T. Woods
P.O.Box Y
Juneau, Ak. 99811

Division breakdown of required and proposed square footage

| <u>Division</u> | <u>Required Square Feet</u> | <u>Proposed Square Feet</u> |
|-------------------|----------------------------------|--|
| Health Task Force | 220 sq. ft. 140 - 150 sq. ft. | Rm.202-- 221.9 sq. ft. Rm.201-- 149.9 sq. ft. |
| House Records | 240 sq. ft. | Rm.203-- 239.7 sq. ft. |

STATE OF ALASKA
THE LEGISLATURE

LEGISLATIVE AFFAIRS AGENCY

POUCH Y STATE CAPITOL
JUNEAU ALASKA 99811
907 465-3800

AMENDMENT NO. 1
REQUEST FOR PROPOSALS NO. 182

PROPOSAL TITLE: LEASE OF APPROXIMATELY 600 - 650 SQUARE FEET OF
NET USABLE OFFICE SPACE FOR THE ALASKA STATE LEGISLATIVE.

OPENING DATE: August 26, 1991

AMENDMENT DATE: August 6, 1991

This amendment:

Changes Item #44 located on Page 18, under General Conditions and Requirements, to now read:

44. TERMINATION: This lease issued as result of this Request for Proposals is subject to the appropriation of funds by the State for the monetary obligations of the lease, and may be terminated by the Agency if the State does not appropriate the funds.

A copy of this amendment with signature needs to be submitted with the Request for Proposals No. 182 prior to the opening date and time, August 26, 1991, 1:30 p.m.

Goldstein Improvement Company
COMPANY SUBMITTING PROPOSAL

Monte R. Kyser
AUTHORIZED SIGNATURE

Monte R. Kyser
PRINTED SIGNATURE

Mark T. Woods
Mark T. Woods, Supply Officer

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. 182

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: AUGUST 5, 1991

SEALED PROPOSALS WILL BE RECEIVED BY THE AGENCY IN SINGLE COPY UNTIL 1:30 P.M. ON AUGUST 26, 1991, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. THE OPENING WILL TAKE PLACE AT 120 4TH STREET, ROOM 3, JUNEAU, ALASKA.

PROPOSAL TITLE: LEASE OF APPROXIMATELY 600 - 650 SQUARE FEET OF NET USABLE OFFICE SPACE FOR THE ALASKA STATE LEGISLATURE.

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907)465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

Goldstein Improvement Company
COMPANY SUBMITTING PROPOSAL

P.O.Box 20369, Juneau, Ak. 99802
COMPANY MAILING ADDRESS


AUTHORIZED SIGNATURE

BL #005186
BUSINESS LICENSE NO.

Monte R. Fyver
PRINTED SIGNATURE

(907) 586-2979 8/26/91
TELEPHONE DATE

BUILDING QUESTIONNAIRE

Location of facility 130 Seward Street, downtown Juneau, Alaska

Type of construction Class A reinforced concrete

Single or multi-story Multi

Maximum Permissible Live Floor Load: Except in those cases where a floor is constructed of poured concrete set in earth, each proposal for leased floor space shall contain a statement by the offeror which sets forth the maximum permissible live floor load per square foot on each floor. In cases where the floor load factor is not uniform, the offeror must explain the deviation in detail adequate to permit the occupants to safely distribute the floor load. A floor plan which sets forth this information may be submitted with the proposal.

| Floor No. | Maximum Permissible Live Floor Load | Floor No. | Maximum Permissible Live Floor Load |
|--------------|-------------------------------------|--------------|-------------------------------------|
| <u>2</u> | <u>100 lbs. per sq. ft.</u> | <u>_____</u> | <u>_____</u> |
| <u>_____</u> | <u>_____</u> | <u>_____</u> | <u>_____</u> |
| <u>_____</u> | <u>_____</u> | <u>_____</u> | <u>_____</u> |
| <u>_____</u> | <u>_____</u> | <u>_____</u> | <u>_____</u> |

Type and finish of walls Smooth wall plaster

Location within building where space is offered 2nd floor

Type of heating system Oil fired steam

Type of cooling system Natural/ Windows

If other tenants are to be included in the building, indicate type of business they will conduct:

2nd thru 5th floors- general office space

Ground floor- retail stores (no food service or bars)

Is conference room available?

No

If so, what is amount of floor space: _____ square feet

What furniture is in conference room: Chairs _____
Tables _____

Are all building requirements as set forth in this proposal complied with in your offer:

YES _____ NO XX

If "no", indicate exceptions: We will be bringing 2nd flr handicap restrooms up to current Federal Standards begining in September 1991

Type of flooring for non-office areas: Carpet _____
Tile XX

Other (explain) _____

Offeror is XX is not in arrears on Alaska State Taxes.

Is property encumbered by a mortgage, lien or any other financial obligation?
No

If yes, please attach a copy of the document for the Agency's review.

Are you a: Sole proprietorship _____, corporation XX,
partnership _____, joint venture _____, or other
_____? If other, please list what type _____.

Please complete the following questions. If the RFP/ITB is awarded to your company these answers will be needed to complete the formal lease agreement.

1. List exact legal name of business, partnership, or corporation. If corporation, list name as it appears on Articles of Incorporation.

Goldstein Improvement Company

PROPOSAL SCHEDULE

The offeror hereby offers space to the Agency in accordance with the terms and conditions set forth in this Request for Proposals. Detailed information relative to the offered space is to be entered in the Building Questionnaire. The following information must be provided in its entirety. Failure to complete all requested cost data may result in the proposal being declared nonresponsive.

Total net usable square
footage 611.5 square feet

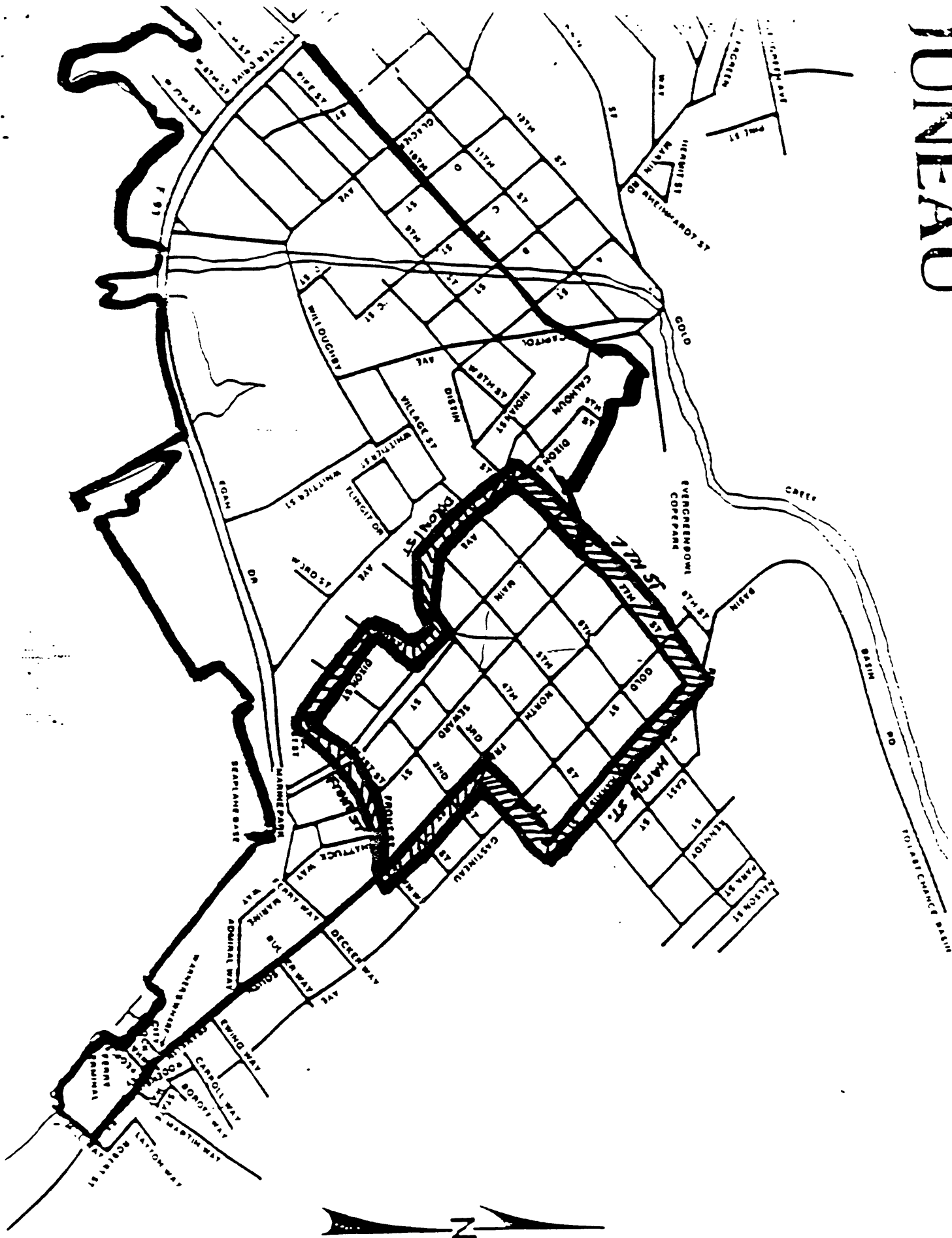
Price per month per net usable square footage
inclusive of janitorial services: \$ 1.35

Guaranteed occupancy
date: Immediately

ATTACH PROPOSED FLOOR PLAN TO YOUR PROPOSAL.
*** (See General Conditions and Requirements 6) ***

JUNEAU

12




BOUNDARY MAP

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer 
SUBJECT: RFP No. 183 - Three Copiers
DATE: August 30, 1991

On August 5, 1991, Request for Proposal No. 183 was issued to acquire three new copiers for the Legislature. Six vendors from the State Bidders List were mailed RFP's.

On August 26, 1991, 2:30 p.m., five proposals were received and opened at the Capitol, Room 3. In attendance were Jan Price, Malcolm McGregor, and myself, Attachment No. 1 is the Bid Abstract.

Analysis of the RFP consisted of specifications, copier price, and cost for supplies and maintenance based on 100,000 copies per month. The 100,000 copies per month figure was established to ensure copiers were rated to operate at this volume.

Total costs were extended over three years based on machine purchase, and current supply and maintenance pricing. Machine operation costs provided an equal comparison amongst vendors, Attachment No. 2.

The Eastman Kodak Company was the only vendor to propose six copiers. Three-year extensions were calculated two ways, one operating two machines simultaneously and operation of one machine at 75%, the other at 25%.

All vendors met the minimum specifications except the single sheet bypass feature offered by The Eastman Kodak Company.

I recommend purchasing the Pitney Bowes D964 machines based on the overall cost of operation at \$2,906.00 per month over a three-year period with an initial outlay of \$38,991.00.

The next lowest overall cost of operation was Xerox at \$4,095.00 per month with an initial outlay of \$121,501.00.

MTW/jmp
Attachments

STATE OF ALASKA
LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

BID ABSTRACT
ATTACHMENT NO. 1

RFP #183 - Three Copy Machines
August 26, 1991, 2:30 p.m.
Mark T. Woods

SUBJECT:
DATE OF OPENING:
CONTRACTING OFFICER:

| Bidder Name and Address | Bidder Phone No. | Bidder's Location Address | Amount of Bid |
|--|------------------|---------------------------|---------------|
| Don's Business Supplies 607 Mission Street Ketchikan, AK 99901 | 907-225-9015 | | \$35,616.60 |
| Pitney Bowes 4201 B Street Anchorage, AK 99503 | 907-562-2264 | | \$38,991.00 |
| Yukon Office Supply 2075 Jordan Avenue Juneau, AK 99802 | 907-586-6060 | | \$45,141.00 |
| Xerox Corporation 522 West 10th Street Juneau, AK 99801 | 907-586-8133 | | \$121,501.00 |
| The Eastman Kodak Company 8585 Old Dairy Road Juneau, AK 99801 | 907-789-7277 | | \$138,425.00 |
| | | | |
| | | | |

RFP NO. 183 - THREE COPIERS
 BID ABSTRACT ANALYSIS
 OVER THREE YEARS
 ATTACHMENT NO. 2

| VENDOR/COPIER | PRICE PER COPIER PURCHASE | SUPPLY COST PER COPY | SUP. COSTS PER 100,000 COPIES | MAINT. COSTS PER 100,000 COPIES | TOTAL MAINT/ SUPPLIES PER 100,000 COPIES | TOTAL MAINT/ SUPPLIES FOR 3 YEARS | TOTAL MAINT/ SUP/COPIER FOR 3 YEARS | TOTAL 3 COPIERS FOR 3 YEARS |
|---|----------------------------|----------------------|-------------------------------|---------------------------------|--|-----------------------------------|-------------------------------------|-----------------------------|
| Pitney Bowes (Mdl. D964) | \$12,997.00 | 0.00 | \$0.00 | \$0.00 | \$607.86 | \$21,882.96 | \$34,879.96 | \$104,639.88 |
| Pitney Bowes State Contract (Mdl. D964) | \$39,271.96 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39,271.96 | \$117,815.88 |
| Xerox Corporation (Xerox Mdl. 5065) | \$40,500.00 | 0.0024 | \$240.00 | \$0.00 | \$240.00 | \$8,640.00 | \$49,140.00 | \$147,420.00 |
| First Year Second Year Third Year | \$15,047.00 | 0.00259 | \$259.00 | \$568.75 | (x12) \$827.75 | \$9,933.00 | | |
| Yukon Office Supply (Ricoh Mdl. 7870) | | | \$259.00 | \$842.17 | (x12) \$1,101.17 | \$13,214.04 | | |
| Don's Business Supplies (Sharp Mdl. SF9800) One Time Developer Cost - \$85.40 | \$11,872.20 | 0.0021 | \$210.00 | \$1,000.00 | \$1,210.00 | \$43,560.00 | \$55,432.20 | \$166,296.60 |
| The Eastman Kodak Co. To Run EK 235 and EK 85 Copiers Simultaneously | \$46,141.67 | 0.0048 | \$480.00 | \$1,330.00 | \$1,810.00 | \$65,160.00 | \$111,301.67 | \$333,905.01 |
| The Eastman Kodak Co. Running EK 235 @ 75% Running EK 85 @ 25% | \$34,606.25 \$11,535.42 | 0.0012 0.0036 | \$90.00 \$90.00 | \$997.50 \$332.50 | \$1,087.50 \$422.50 | \$39,150.00 \$15,210.00 | \$73,756.25 \$26,745.42 | \$221,268.75 \$80,236.26 |
| TOTAL Running EK 235 @ 75% and, EK 85 @ 25% | | | | | | | TOTAL (Both Copiers) | \$301,505.01 |

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

AMENDMENT NO. 1
REQUEST FOR PROPOSALS NO. 183

PROPOSAL TITLE: **THREE COPY MACHINES**
OPENING DATE: August 26, 1991
AMENDMENT DATE: August 12, 1991

This amendment:

Corrects the page numbering. Pages 8, 9, and 10 should be Pages 5, 6, and 7. There is no information missing from this Request for Proposals.

A copy of this amendment with signature needs to be submitted with the Request for Proposals No. 183 prior to the opening date and time, August 26, 1991, 2:30 p.m.

PITNEY BOWES
COMPANY SUBMITTING PROPOSAL

Stephen H. Kent
AUTHORIZED SIGNATURE

STEPHEN H. KENT
PRINTED SIGNATURE

Mark T. Woods
Mark T. Woods, Supply Officer

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. 183

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: August 5, 1991

SEALED PROPOSALS WILL BE RECEIVED BY THE AGENCY IN SINGLE COPY AT THE ABOVE ADDRESS UNTIL 2:30 P.M. ON AUGUST 26, 1991, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. THE OPENING WILL TAKE PLACE AT 120 4TH STREET, ROOM 3, JUNEAU, ALASKA.

PROPOSAL TITLE: **THREE COPY MACHINES**

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907) 465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

PITNEY BOWES
COMPANY SUBMITTING PROPOSAL

4201 B. ST. ANCH. AK 99503
COMPANY MAILING ADDRESS

Steph H Kent
AUTHORIZED SIGNATURE

#054177
BUSINESS LICENSE NO.

STEPHEN H. KENT
PRINTED SIGNATURE

562-2264 8/14/91
TELEPHONE DATE

PROPOSAL SCHEDULE

TOTAL TRADE-IN ALLOWANCE:

\$ * - 0 -

* WE WILL REMOVE COPIERS AT OUR EXPENSE

COST FOR 3 NEW COPIERS BEFORE TRADE-IN ALLOWANCE (FOB JUNEAU, ALASKA)

\$ 38,991.00

TOTAL COST FOR 3 NEW COPIERS AFTER TRADE-IN ALLOWANCE (FOB JUNEAU, ALASKA)

\$ 38,991.00

DELIVERY AND INSTALLATION DATE

30 DAY A.R.O.

COST PER COPIER OF FULL SERVICE MAINTENANCE

\$ 607.86/mth

PLEASE INDICATE THE COST PER COPY FOR REPLACEMENT OF TONER, DEVELOPER, PHOTO-CONDUCTOR DRUMS, AND THE EXPECTED YIELD FROM THESE SUPPLIES

\$ * - 0 -

* ALL SUPPLIES INCLUDED IN MAINTENANCE CHARGE EXCEPT PAPER & STAPLES


STAPLES: \$45.00 FOR 5,000 STAPLES

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer 
SUBJECT: RFP No. 179 - Teleconference Bridge
DATE: August 27, 1991

On July 31, 1991, RFP No. 179 was issued to acquire a Teleconference Bridge for the legislature's Division of Public Services in Anchorage, Alaska. Five manufacturers were mailed proposals. On August 21, 1991, three proposals were received and opened in Room 3 of the Capitol. In attendance were Legislative Affairs Agency employees Jan Price, Malcolm McGregor, and myself. The three proposals ranged from \$76,680.00 to \$103,248.00, bid abstract attached.

Winter Telecom Inc. submitted the lowest bid proposing a Confertech MB Bridge, included is a one-year parts and labor warranty. Winter Telecom Inc. is the only vendor that provides for local Anchorage warranty service. This bridge satisfactorily complies with specifications asked for in the RFP.

Mike Harmon, Director of the Division of Public Services, was asked to review the specifications provided by all vendors. In response to this request, attached, Mike pointed out the Confertech MB Bridge proposed by Winter Telecom Inc. would best provide for public services needs.

I recommend the Winter Telecom Inc. proposal be accepted for \$76,680.00.

MTW/jmp
Attachments

STATE OF ALASKA
LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

BID ABSTRACT

SUBJECT: RFP 179 - Teleconference Bridge
DATE OF OPENING: August 21, 1991, 1:30 p.m.
CONTRACTING OFFICER: Mark T. Woods

| Bidder Name and Address | Bidder Phone No. | Bidder's Location Address | Amount of Bid |
|--|------------------|---------------------------|---|
| Winter Telecom Inc. 6901 East Tudor #7 Anchorage, AK 99507 | 907-269-7000 | | MB Option 1: \$76,680.00 MBX Option 2: \$99,580.00 |
| Darome Teleconferencing, Inc. 4474 Ariel Avenue Fremont, CA 94555 | 800-292-1103 | | Option 1: \$97,376.00 Option 2: \$90,754.00 |
| AT & T P.O. Box 20046 Greensboro, NC 27420 | 919-279-3117 | | \$103,248.00 |
| | | | |
| | | | |
| | | | |

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: July 31, 1991

SEALED PROPOSALS WILL BE RECEIVED BY THE AGENCY IN SINGLE COPY AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON AUGUST 21, 1991, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. THE OPENING WILL TAKE PLACE AT 120 4TH STREET, ROOM 3, JUNEAU, ALASKA.

PROPOSAL TITLE: TELECONFERENCE BRIDGE

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907) 465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

WINTER TELECOM INC.
COMPANY SUBMITTING PROPOSAL

6901 EAST TUDOR #7 ANCHORAGE, AK 9950
COMPANY MAILING ADDRESS

Ralph Winterrowd
AUTHORIZED SIGNATURE

133458
BUSINESS LICENSE NO.

Ralph Winterrowd II
PRINTED SIGNATURE

(907) 269-7000 8/20/91
TELEPHONE DATE

INSTRUCTIONS TO OFFERORS

1. Prices quoted shall be in U.S. funds.
2. All proposals shall be submitted exclusive of Federal, State and local taxes.
3. Offerors are requested to carefully review this Request for Proposals, without delay, for defects and questionable or objectionable matter. It is requested that questions, objections and comments be made in writing and received by the Legislative Affairs Agency no later than 10 days prior to proposal opening, so that any necessary amendments may be published and distributed to offerors to prevent the opening of a defective proposal upon which award cannot be made, but which will result in the exposure of offerors' prices.
4. Offerors are instructed to use this form in submitting proposals. A proposal may be submitted on photocopied forms.
5. Envelopes containing proposals must be sealed, marked, and addressed as shown in the example below. Do not put the proposal number and opening date on the envelope if you are requesting proposal information. Envelopes with proposal numbers referenced will not be opened until the scheduled date and time.

Offeror's Return Address

Mark T. Woods
Legislative Affairs Agency
P.O. Box Y
Juneau, AK 99811

RFP# 179

Opening Date: August 20, 1991

6. An offer and acceptance resulting from this Request for Proposals shall be expressly limited to the terms and conditions shown on this form and its attachments.
7. It is the responsibility of the offeror to ensure that its proposal and any pertinent amendments are in the issuing office of Legislative Affairs Agency prior to the scheduled proposal opening time. Formal proposals will be rejected if not received at the issuing office prior to the time set for opening. If mailed, written proposals and amendments should be sent via registered, certified, or express mail. If hand delivered, written proposals and amendments should be delivered

Legislative Teleconference Network

Background Information

Mission

The Legislative Teleconference Network (LTN) is one of two integrated public service programs funded by the legislature. The LTN and a companion system of Legislative Information Offices (LIO) both have the same mandate - to help citizens obtain the information they need to make informed decisions about the public policy choices confronting the Alaska State Legislature. The specific mission of the LTN is to allow direct communications between legislators and citizens about pending legislation or issues about which legislation might be proposed or legislative action taken. LTN managers and LTN users share responsibility for fulfilling this mission.

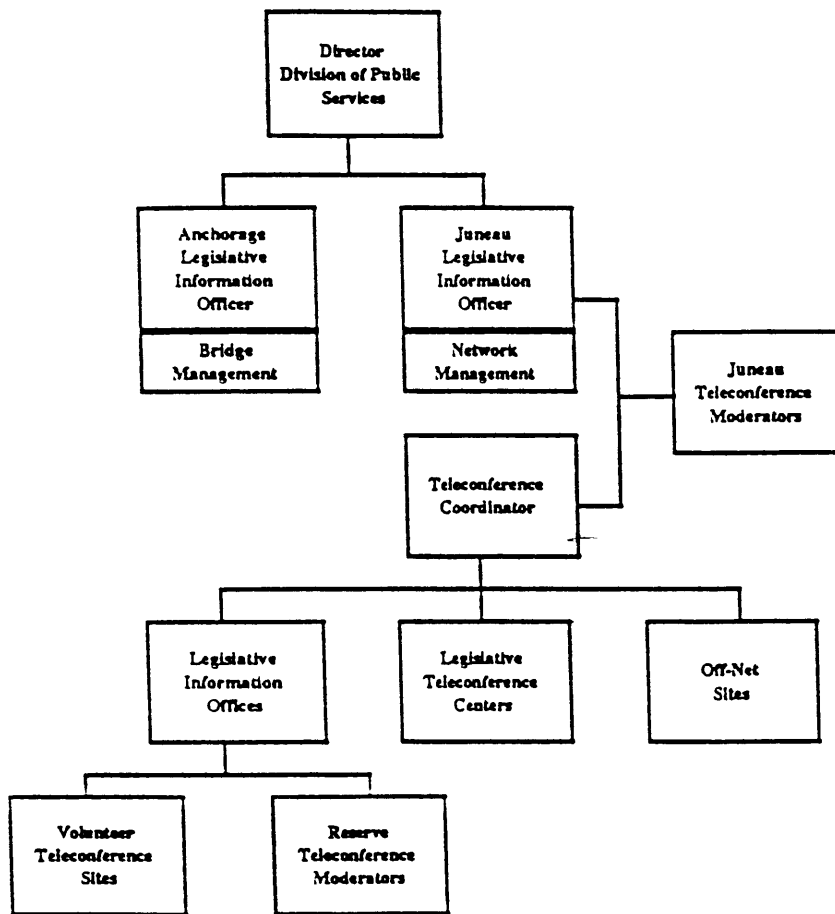
History

The LIO and LTN system were implemented beginning in 1978 to confront and resolve the communication challenges of Alaska geography. In summary, the Legislature wanted to implement a program which would allow lawmakers and citizens from Ketchikan to Barrow to exchange views and information. In that first year, the LTN managed about 30 teleconferences. Currently, nearly 1,000 teleconferences a year are conducted over the system. Also over the years, the system has expanded and contracted to meet divergent perceptions about need and varying allocations of resources.

Organization

The LTN and LIO programs are managed by the Legislative Affairs Agency Division of Public Services. Policies and procedures are established by the Legislative Council. Enforcement of policies and procedures is the responsibility of the Rules Committees of the House and Senate. The following chart describes the LTN from a functional perspective, showing the relationship between management and operational elements. At the top of the chart is the Director of the Division of Public Services who is responsible for overall management and performance of the network. The director reports to the Executive Director of the Legislative Affairs Agency. The Anchorage Legislative Information Officer is responsible for operation and maintenance of LTN teleconferencing bridge equipment. The Juneau Information Officer is responsible for day-to-day management of the network, including scheduling and troubleshooting. Both the Anchorage and Juneau information officers report to the director. The Teleconference Coordinator (TC) is directly responsible for scheduling all teleconferences with legislators or legislative staff, assigning moderators and coordinating the involvement of participating LIOs, Legislative Teleconference Centers (LTCs), Volunteer Teleconference Sites (VTSs) and any off-net sites. The TC reports to the Juneau Information Officer. Legislative staff is responsible for providing timely and accurate scheduling information to the TC.

The division's 12 full-time LIOs, five session-only LIOs and two LTCs are responsible for noticing, publicizing and moderating scheduled teleconferences. The LIOs are also responsible for coordinating VTSs. The participation of VTSs is largely limited to legislator-constituent teleconferences during sessions, but they sometimes are scheduled to participate in other teleconferenced meetings. For teleconferencing purposes, all LIOs and LTCs report to the TC. Legislators are responsible for recruiting moderators for VTS locations in their districts.



Description

The LTN is a dial-up teleconference network in which various participating sites and/or individual are connected via telephone lines through ports on a teleconference bridge located in the Anchorage LIO. The LTN "system" includes all legislative committee rooms in the state Capitol and Dimond Court Building in Juneau and 19 LIO and Legislative Teleconference Center (LTC) offices around the state. Approximately 80 volunteer sites also are part of the system. Some have equipment maintained by the division while others do not. The following chart lists and describes the capabilities of each LIO/LTC element of the teleconference system

| Location (Site/Designation) | Staffing (All Year/Session Only) | Teleconference Capability (Simultaneous) | VTS Assignment (By Election District) |
|--------------------------------|-------------------------------------|--|---|
| Anchorage LIO | All Year | 3 | None |
| Barrow LIO | All Year | 1 | 22 |
| Bethel LIO | All Year | 2 | 24 & 25 |
| Delta Junction LIO | Session Only | 2 | 17,18 |
| Dillingham LIO | Session Only | 1 | 26 |
| Fairbanks LIO | All Year | 3 | None |
| Juneau LIO | All Year | 4 | None |
| Glennallen LIO | Session Only | 1 | 17 |
| Homer LTC | Session Only | 1 | None |
| Kenai LIO | All Year | 2 | 5 |
| Ketchikan LIO | All Year | 2 | 1 |
| Kodiak LIO | All Year | 2 | 27 |
| Kotzebue LIO | All Year | 1 | 22 |
| Mat-Su LIO | All Year | 2 | None |
| Nome LIO | All Year | 1 | 23 |
| Petersburg LIO | Session Only | 1 | None |
| Sitka LIO | All Year | 2 | 2,3 |
| Valdez LIO | All Year | 1 | 6 |
| Wrangell LTC | As Needed | 1 | None |

SPECIFICATIONS

This list of specifications is preferred by the Agency. Please provide a separate attachment specifically addressing all Items 1-44 in your response. Brochures may not contain all necessary information.

1. The system must be large enough to initially control and connect 48 ports/lines and have the capability of expanding to provide additional lines.
2. All equipment (except remote controller) must be physically contained within a seller-provided cabinet and installed on-site.
3. System must be digital.
4. System must permit attended or unattended modes on the same bridge at the same time.
5. Operator must be able to store telephone numbers for conferees; must be able to dial out individual or groups of numbers with a minimum of keystrokes.
6. System must have redial and edit capability for stored list of numbers.
7. Reservation system, directory databases, and database management reporting software must be removable.
8. All functions/software must be user friendly and be executed with a minimum number of steps.
9. System must allow operator to talk privately with a caller and to route calls to the correct conference. Operator must be able to talk privately with conferees as necessary throughout the teleconference.
10. System must provide caller status. Reconnects or add-ons must be accomplished without interference to teleconference(s). Automatic disconnect when calls are terminated.
11. One or more operator(s) to control multiple conferences. Operator's terminal must be portable and have the capability to operate remotely from the bridge assembly.
12. Cable facilities between the control unit and the console will be provided by the seller.
13. Must be full duplex capable of being configured for analog and digital interface to a PBX or Central Office trunks in 2-wire, 4-wire, and/or digital T-1 formats.
14. Must be compatible with telephone systems in Alaska as well as worldwide.
15. Must have automatic gain control or line-leveling, amplification and noise filtering.
16. Must be full duplex, allowing users to hear and talk simultaneously, with third-party interrupt and listen only or broadcast mode and provide for individual line mute.

17. Must be FCC approved.
18. Must provide for either operator-assisted or unattended dialing. Must be capable of simultaneous use of the system for dialing in and dialing out. System must be capable of being operated in a dial-out meet-me mode, dial-in operator intercept, or a combination of modes simultaneously.
19. System must permit callers to be added while in dial-out mode at any time.
20. Automatic first or second ring answer of incoming calls is required. Must have incoming queuing capability and call hold.
21. Must be able to be connected to a toll-free number(s) for incoming calls. Multiple numbers are preferable.
22. System must have message or music-on-hold capability.
23. Attendant must have message or music-on-hold capability.
23. Attendant must be able to scan conferences in progress and visually and auditorially monitor them.
24. System must support auxiliary devices such as slow-scan television, computer graphics, or facsimile.
25. Local self diagnostics desired, remote diagnostics preferable.
26. A database should be printable which would provide billing and user activity.
27. System must be capable of handling at least six (6) simultaneous conferences.
28. System must be capable of "locking" or "securing" a conference from conferee's Touch Tone phone set.
29. System must allow for recording of teleconferences.
30. System must be compatible with LAA's existing teleconferencing equipment (i.e., Western Electric, Darome, A. T. Elite).
31. Operator headset provided for each workstation to monitor audio/intercept calls.
32. Each teleconference must be able to be assigned a maximum of two (2) (one (1) preferably) teleconference numbers. Numbers should be assignable as well as automatically assigned by the bridge.
33. Individual teleconferences must accommodate up to 20 ports.
34. Any tones generated must be able to be disconnected/bypassed.
35. System must allow conferees to hail an operator either by voice or Touch Tone phone.
36. System must include open systems software building tools to allow for future system flexibility/upgrades.

37. Must have a minimum of one-year warranty on parts and labor, with service contract available for subsequent years. Emergency service on a 24-hour, 7-day per week basis is desirable and successful offeror shall have emergency backup conferencing facilities available if system becomes inoperable. An authorized local service representative will be a criteria in awarding the bid.
38. Full unit replacement within 24-hours would be very desirable and will be considered in the bid evaluation process. Successful offeror must be able to provide full unit replacement within seven (7) calendar days. Successful offeror will provide full power requirements and specifications for ordering telephone lines.
39. Manuals for operation and maintenance must be provided.
40. Training must be provided either via video or on-site for operation and maintenance.
41. System must have back-up power supply to protect database and provide uninterruptable power.
42. References will count as significant criteria in evaluating the proposals received.
43. A training/demonstration tape is requested to help evaluate/demonstrate operating steps.
44. The system shall be listed with U.L. (Underwriters Laboratory).

Successful offeror shall pay all installation costs and delivery charges FOB to 3111 C Street, Suite 150, Anchorage, Alaska.

Successful offeror to complete installation by December 1, 1991.

Successful offeror to complete training by January 1, 1992.

to 120 4th Street, Room 5, Juneau, Alaska. The Agency will accept a faxed proposal that is received by the Agency before the time set for opening, if the original of the proposal is received by the Agency within one week of the opening. The telephone number for faxing proposals is (907) 465-2918.

It is suggested that proposals be mailed at least five (5) days prior to a scheduled proposal opening to avoid possible postal delays.

3. Assignment or transfer of the contract entered into as a result of this Request for Proposals is subject to Sec. 160 of the Procurement Procedures of the Alaska State Legislature.
9. The contract entered into as a result of this Request for Proposals is subject to termination by the Agency upon written notice from the Agency to the Contractor.
10. In case of a breach of contract, for whatever reason, by the successful offeror, the Agency may procure the products from other sources and hold the successful offeror responsible for damages resulting from the breach.
11. The successful offeror shall indemnify, save harmless, and defend the Agency, its officers, agents and employees from a claim or action for injury or damage arising directly or indirectly from the successful offeror's performance of this contract; provided however, that the successful offeror's liability to the Agency is limited to the greater of \$100,000 or the purchase price of the specified equipment that is the cause of the damage or is the subject matter of the action. The limitation of liability contained in this paragraph does not apply to claims of personal injury or damage to real property or personal property caused by the negligence of the successful offeror or resulting from defective equipment provided by the successful offeror.
12. The successful offeror shall purchase at its own expense and keep in force at all times during the contract workers' compensation insurance as required by AS 23.30.045(d). Where specific limits are shown, it is understood that they shall be minimum acceptable limits. If the successful offeror's policy contains higher limits, the Legislative Affairs Agency shall be entitled to coverage to the extent of the higher limits. A certificate of insurance must be furnished to the Legislative Affairs Agency and must provide that a 30-day prior notice of any cancellation, nonrenewal or material change will be given to the Legislative Affairs Agency.
13. ALASKA OFFEROR

When evaluating a proposal, the Agency will consider whether an offeror qualifies as an Alaska offeror if the offeror is not more than five percent (5%) higher than the lowest non-resident's proposal. An Alaska offeror is an offeror who: (a) holds a current Alaska business license (business license number must be shown in space provided on first page of the proposal); (b) submits a proposal for the contract under the name as appearing on the person's current Alaska business license; (c) has maintained a place of business in the State staffed by the offeror or

an employee of the offeror for a period of six months immediately preceding the date of this proposal; (d) 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 (e) if a joint venture, is composed entirely of ventures that qualify under (a) - (d) of this paragraph. Check the box on the front page of the proposal to indicate your eligibility.

14. The successful offeror must comply with all applicable federal and state labor, wage/hour, safety and other laws which have a bearing on the contract, and must have all licenses and permits required by the Agency and/or municipality for performance of the contract covered by this Request for Proposals.
15. Sufficient funds for the payment of the contract, excluding optional renewals, are available in an appropriation to be encumbered for the amount of the contract.
16. This Request for Proposals does not obligate the Agency to award a contract or to pay any costs incurred in the preparation of the proposal. This Request for Proposals may be cancelled as provided in Sec. 120 of the Procurement Procedures of the Alaska State Legislature.
17. A proposal may be rejected in whole or in part when in the best interest of the Agency, as provided in Sec. 130 of the Procurement Procedures of the Alaska State Legislature.
18. This Request for Proposals is subject to the Procurement Procedures of the Alaska State Legislature.
19. For the purpose of award, offers made in accordance with this Request for Proposals shall be good and firm for a period of ninety (90) days from the date of proposal opening, even though the contract is awarded during this period, unless the offeror specifically limits the offer to a shorter period by written notification on the proposal documents. However, a proposal so modified may be declared non-responsive.

PROPOSAL SCHEDULE

TOTAL COST OF EQUIPMENT
FOB ANCHORAGE, ALASKA

\$ MB - \$68,000 MBX - \$86,90

INSTALLATION COST

\$ MB - \$4,680 MBX - \$6,680

TRAINING COST

\$ MB - \$4,000 MBX - 6,000

EARLIEST POSSIBLE COMPLETION DATE
OF INSTALLATION

October 1, 1991

EARLIEST POSSIBLE COMPLETION DATE
OF TRAINING

October 11, 1991



STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
DIVISION OF PUBLIC SERVICES

P.O. Box Y
Juneau, Alaska 99811
(907) 465-4648
Fax: (907) 465-2864

MEMORANDUM

Date: August 22, 1991

To: Mark Woods

From: G. Michael Harmon

A handwritten signature in black ink, appearing to read "Mike", written over the printed name "G. Michael Harmon".

Subj: Bridge Proposals Analysis

The purpose of this memo is to respond to your request for the Division of Public Service's input on the three proposals received in response to the RFP for a new bridge for the Legislative Teleconference Network (LTN).

I reviewed the proposals based on the division's overall goal for the LTN and critical success factors for achieving that goal. The overall goal of the LTN is to provide consistently reliable, on-demand teleconference services in a dynamic telecommunications environment. From the perspective of a teleconference bridge, the factors which are critical to achieving this goal are flexibility, expandability, reliability, ease of training and use, support and compatibility with current and future telecommunication technology.

In conclusion, I believe the lowest cost product—the ConferTech MB teleconference bridge — will best meet all of our established critical success factors. Especially significant was ConferTech's initiative in teaming with an Alaska telecommunication company (Winter Telecom, Inc.) to provide the local maintenance and operational support missing from the other two proposers, AT&T and Darome. I also was aware of the fact that ConferTech was the bridge of choice with four of the six firms which bid on the new Juneau centrex system.

If cost had not been a factor, I would have given the top rating to the AT&T bridge which is fully digital and the industry technology leader in both terms of hardware and software. The Darome product is not competitive because it offered the worst mix of price and features.



ConferTech
International

Corporate Headquarters

ConferTech International, Inc
240 Applewood Tech Center
2801 Youngfield
Golden, CO 80401
(303) 237-5151
(800) 525-8244
Fax 303-233-9051

ConferTech's Response to R.F.P. no. 179

Tempo MB

1. The Tempo MB will be configured for 48 user ports with expansion capability to 68 user ports by 4 port increments.
2. All the equipment (except the operator position) is physically contained within ConferTech International, Inc. provided cabinet. Installation will be completed on-site.
3. The Tempo MB is digital.
4. The system is designed to operate in the attended or unattended modes at the same time.
5. The Tempo MB is capable of recording conferee telephone numbers and name prior to conference time. The system is capable of dialing out conferees with a minimum of keystrokes.
6. The Tempo MB has edit and redial capability for recorded information.
7. All conference and administrative management functions are preformed at the operator station. The operator station must be within 1000 feet of the bridge. A 25 pair amphenol cable is used for this connection.
8. Tempo MB is user friendly with operator functions executed with a minimum number of steps.

Tempo MBX

1. The Tempo MBX will be configured for 48 user ports with expansion capability to 68 user ports by 4 port increments.
2. All the equipment (except the operator position) is physically contained within ConferTech International, Inc. provided cabinet. Installation will be completed on-site.
3. The Tempo MBX is digital.
4. The system is designed to operate in the attended or unattended modes at the same time.
5. The operator can pre-store conferee telephone numbers or conferences on the Tempo MBX system's hard disk. The system is capable of dialing out conferee's with a minimum of keystrokes.
6. The Tempo MBX has edit and redial capability for stored information.
7. The reservation system directory database and management reporting software are remotable via modem.
8. Tempo MBX is user friendly with operator functions executed with a minimum number of steps.

Tempo MB

9. The operator can, at any time, remove any port from its assigned mode (conference, sub-conference or music on-hold) and privately talk with that individual conferee. At the end of the Private consultation, the operator can reassign the port to any mode or conference.
10. Each line is identified by mode...ie, music on-hold, disconnect, incoming bell etc. The mode of any port can be changed without interference to the conference.
11. One operator position per MB system connected to the bridge via 25 pair amphenol cable.
12. ConferTech International will provide the necessary cable between the control unit and the operator console.
13. The Tempo MB is full duplex capable of being configured for analog and digital interface to PBX and/or Central Office trunks in 2 wire, 4 wire, and/or digital T-1 formats.
14. Comply.
15. The Tempo MB is equipped with AGC (Automatic Gain Control).
16. The Tempo MB is full duplex capable of many modes of operation including broadcast and listen only.
17. Comply.

Tempo MBX

9. The operator can, at any time, remove any port from its assigned mode (conference, sub-conference or music on-hold) and privately talk with that individual conferee. At the end of the private consultation, the operator can reassign the port to any mode or conference.
10. Each line is identified by mode...ie, music on-hold, disconnect, incoming bell etc. The mode of any port can be changed without interference to the conference.
11. MBX systems come with one operator position either remoted or local with expansion up to four (4) operator positions.
12. ConferTech International will provide the necessary cable between the control unit and the operator console.
13. The Tempo MBX is full duplex capable of being configured for analog and digital interface to PBX and/or Central Office trunks in 2 wire, 4 wire, and/or digital T-1 formats.
14. Comply.
15. The Tempo MBX is equipped with AGC (Automatic Gain Control).
16. The Tempo MBX is full duplex capable of many modes of operation including broadcast and listen only.
17. Comply.

Tempo MB

18. The MB provides for operator-assisted dialing. The MB is capable of simultaneous use for dialing in and dialing out. The MB is capable of being operated in a dial-out, meet-me mode, dial-in operator intercept, or a combination of these modes simultaneously.
19. The MB will permit callers to be added to a conference while in the dial-out mode.
20. Incoming ring answer is programmable. The system has incoming queuing capability and call hold.
21. The system can be connected to toll-free number(s) for incoming calls. Multiple numbers can be assigned.
22. The system has both music-on-hold and message capability.
23. The attendant has music-on-hold and message capability.
23. The Tempo MB allows for manual scanning of conferences in progress. The attendant can monitor conferences visually and/or auditorially.
24. The Tempo MB will support multipoint devices designed for conference/bridging environments.
25. Local self diagnostics available.

Tempo MBX

18. The MBX provides for operator-assisted or unattended dialing. The MBX is capable of simultaneous use for dialing in and dialing out. The MBX is capable of being operated in a dial-out, meet-me mode, dial-in operator intercept, or a combination of these modes simultaneously.
19. The MBX will permit callers to be added to a conference while in dial-out mode.
20. Incoming ring answer is programmable. The system has incoming queuing capability and call hold.
21. The system can be connected to toll-free number(s) for incoming calls. Multiple numbers can be assigned.
22. The system has both music-on-hold and message capability.
23. The attendant has music-on-hold and message capability.
23. The Tempo MBX allows for automatic scanning of conferences in progress. The attendant can monitor conferences visually and/or auditorially.
24. The Tempo MBX will support multipoint devices designed for conference/bridging environments.
25. Remote or local self diagnostics available.

Tempo MB

26. The MB keeps accurate and detailed records of all conference activity on the bridge. A traffic report can be generated that will detail line activity and conference activity.
27. Up to 10 simultaneous conferences available.
28. The MB can be locked or secured by depressing the "*" key on a DTMF telephone set.
29. The MB has a tape in and tape out port(s) for playing and recording.
30. Comply.
31. Operator headset will be provided with the workstation.
32. Any teleconference number (0-9) can be assigned to a conference automatically or pre-set.
33. Individual teleconferences can accommodate any number of conferees depending on port configuration. For example: a 48 port bridge can have one teleconference with 48 conferees. A 60 port bridge can have one teleconference with 60 conferees.
34. Conference tones can be disabled.
35. The operator can be reached by depressing the "0" key on a DTMF telephone set.
36. The Tempo MB software enhancements are provided on eprom. The MB is upgradable to the MBX.

Tempo MBX

26. The MBX keeps accurate and detailed records of all conference activity on the bridge. A traffic report can be generated that will detail line activity and conference activity.
27. Up to 10 simultaneous conferences available.
28. The MBX can be locked or secured by depressing the "*" key on a DTMF telephone set.
29. The MBX has a tape in and tape out port(s) for playing and recording.
30. Comply.
31. Operator headset will be provided with each workstation.
32. Any teleconference number (0-9) can be assigned to a conference automatically or pre-set.
33. Individual teleconferences can accommodate any number of conferees depending on port configuration. For example: a 48 port bridge can have one teleconference with 48 conferees. A 60 port bridge can have one teleconference with 60 conferees.
34. Conference tones can be disabled.
35. The operator can be reached by depressing the "0" key on a DTMF telephone set.
36. The Tempo MBX software enhancements are provided on floppy disk.

Tempo MB

- 37. System comes with a one year warranty on parts and labor with the option of an extended warranty. Emergency backup provided by our ConferCall Service Network at no charge for meet-me conferencing. Winter Telecom located in Anchorage will be the authorized local service representative for our Tempo products.
- 38. Full unit replacement can be provided within 7 calendar days. Assistance will be provided for ordering telephone lines. Full power requirements will be provided.
- 39. Manuals will be provided.
- 40. On-site training will be provided.
- 41. UPS will be provided.
- 42. Please see attachment "A".
- 43. MB training tape has been sent to Ms. Lynn Morley.
- 44. The Tempo MB meets safety and power requirement standards per the F.C.C. In addition the power supply is UL approved.

Tempo MBX

- 37. System comes with a one year warranty on parts and labor with the option of an extended warranty. Emergency backup provided by our ConferCall Service Network at no charge for meet-me conferencing. Winter Telecom located in Anchorage will be the authorized local service representative for our Tempo products.
- 38. Full unit replacement can be provided within 7 calendar days. Assistance will be provided for ordering telephone lines. Full power requirements will be provided.
- 39. Manuals will be provided.
- 40. On-site training will be provided.
- 41. UPS will be provided.
- 42. Please see attachment "A".
- 43. Not available.
- 44. The Tempo MBX meets safety and power requirement standards per the F.C.C. In addition the power supply is UL approved.



Corporate Headquarters:
ConferTech International, Inc.
240 Applewood Tech Center
2801 Youngfield Street
Golden, CO 80401
(303) 237-5151
FAX: (303) 233-9051

TEMPO SOFTWARE LICENSE AGREEMENT

I. DEFINITIONS

For the purpose of this license:

- A. "Licensed Program" means a data processing program consisting of a series of instructions or statements in machine-readable form usable in conjunction with a teleconferencing device, and each copy (including copies merged into other software), translation, adaptation, amendment, update, or modification of all or any part of the data processing program, in any medium made by the LICENSOR or LICENSEE.
- B. "Support Material" means any human-readable program listings, flow charts, logic diagrams, input and output forms, manuals, specifications, instructions, and other materials, and any copies of any of the foregoing, in any medium, related to the Licensed Program and delivered to the LICENSEE in accordance with provisions of this License Agreement.
- C. "Program Concepts" mean the techniques and ideas embodied and expressed in the Licensed Program.
- D. "Designated Device" means the ConferTech Teleconferencing Unit delivered to the LICENSEE.
- E. "Designated Site" means the location of the delivered Unit or any substituted location designated in writing by the LICENSEE and approved by the LICENSOR.
- F. "Confidential Information" means all of the Licensed Programs, Support Materials, and Program Concepts.

II. GRANT

- A. LICENSOR grants to LICENSEE, a nontransferable and non-exclusive license and right: (a) to use the Licensed Program but only in machine-readable form on the Designated Device, at the Designated Site for teleconferencing purposes. (The term "Use" shall mean load, transmit, execute, store or display); (b) to use the Support Materials, but only as required to exercise the license granted in Paragraph II (A)(1); (c) to update and modify with LICENSOR's permission under Paragraph II (C), the Licensed Program, but only for use on the Designated Device, at a Designated site, for teleconferencing purposes.
- B. No right is granted to print or copy, in whole or in part, the Licensed Program and/or Support Materials, except as permitted under Federal Copyright Law to make an archive copy and to provide that the archive copy is labeled with ConferTech's copyright notice.
- C. With LICENSOR's written permission, the LICENSEE may update and/or modify the Licensed Program in machine-readable form and the modification of the Licensed Program will be subject to all terms of this Agreement and shall be the property of LICENSOR.

- III. **TITLE** - Title to all intellectual property rights (including patent, trademark, copyright, and trade secret rights), and title to all ownership rights in all copies of and all media bearing the Licensed Program, Support Materials, and Program Concepts are and shall remain to the LICENSOR. LICENSEE shall keep the Licensed Program, Support Materials, and Program Concepts free and clear of all claims, liens and encumbrances and any act of LICENSEE purporting to create a claim, lien or encumbrance thereon shall be void.
- IV. **NON-ASSIGNMENT** - The LICENSEE may not, without the LICENSOR's prior written consent, assign, delegate, sub-license, pledge, or otherwise transfer this License Agreement, or any of its rights or obligations under the License Agreement, to any party, except to a successor to substantiate all of the LICENSEE's assets and business if the successor agrees in writing to be bound by this License Agreement.
- V. **DELIVERY** - Subject to conditions beyond its reasonable control, LICENSOR shall deliver, under the General Terms and Conditions of Sale herein incorporated, the Licensed Program in machine-readable object code form on a suitable medium for use on the Designated Device and Support Materials containing information reasonably sufficient to enable LICENSEE to exercise the license granted in Paragraph II (A).
- VI. **INSTALLATION AND TRAINING** - LICENSOR shall assist the LICENSEE in installing and rendering operable the Licensed Program on the Designated Device and shall train LICENSEE for a period not to exceed one (1) day following installation of the Designated Device at LICENSEE's Designated Site unless otherwise agreed to in writing.
- VII. **SOFTWARE AND UPDATES** - After the warranty period in Paragraph XII of this License Agreement, for a period of five (5) years following execution of this Agreement, but only so long as LICENSOR makes such services generally available, LICENSOR shall deliver to LICENSEE all updates and modifications which LICENSOR generally incorporates into the Version _____ of Licensed Program, together with related Support Materials.
- VIII. **TERMS AND TERMINATION**
- A. This license shall become effective upon execution by LICENSOR and LICENSEE and shall be terminated:
1. At LICENSOR's option, thirty (30) days after LICENSOR gives LICENSEE notice of LICENSEE's material breach of any provision of the license, unless LICENSEE has cured the breach.
 2. At LICENSOR's option, immediately upon any attempt by LICENSEE to assign, pledge, delegate, sub-license, or otherwise transfer this Agreement, the License Program, the Support Materials, or any of its rights or obligations, under this License Agreement.
 3. When LICENSEE no longer has a Designated Device upon which the Licensed Program operates, or

- B. Upon termination of this license: (a) LICENSEE's obligations under Paragraphs IV, X and XI shall survive the termination; (b) LICENSEE's rights under Paragraph II shall immediately cease; and (c) LICENSEE shall perform its obligations under Paragraph XII.
- C. Each party's right to terminate as expressed in this license shall be in addition to any other rights provided by law.
- D. In the event of default, LICENSEE shall also pay to LICENSOR all reasonable expenses incurred by LICENSOR in connection with the enforcement of any of LICENSOR's remedies, including reasonable attorney's fees.
- E. Upon such termination, LICENSOR shall not have any obligation to refund any fees or royalties paid pursuant to this agreement.

IX. PROTECTION

- A. LICENSEE acknowledges that the Confidential Information is the property and trade secret of the LICENSOR and that any publication or disclosure to third parties of the Confidential Information may cause immediate and irreparable harm to the LICENSOR. LICENSEE agrees to maintain the confidentiality of the Confidential Information.
- B. The LICENSEE shall not, without LICENSOR's prior written consent, disclose, provide, or make available any of the Confidential Information in any form to any person except to employees or consultants of LICENSEE whose access is necessary to enable the LICENSEE to exercise its rights under the License Agreement. The LICENSEE shall require any employee or consultant having such access to maintain the confidentiality of the Confidential Information.

X. COPYRIGHT AND COPYING - The LICENSEE shall not copy all or any part of the Confidential Information, Licensed Program, Support Materials, or Program Concepts, nor permit any other person or organization to make any copies. The LICENSEE shall not remove any proprietary, copyright, or trade secret legend from the Licensed Program or Support Materials.

XI. SECURITY - Upon termination of this License Agreement, LICENSEE shall delete the Licensed Program from all software into which it had been merged and shall immediately deliver to LICENSOR or destroy all copies of the Licensed Program and Support Materials, provided that, upon LICENSOR's written consent, LICENSEE may retain one copy of the Licensed Program and Support Materials for archive purposes only.

XII. WARRANTY

- A. LICENSOR warrants that the Licensed Program will, when delivered, be in good working order and will, for three (3) months after the date of delivery, conform to the program specifications then established by LICENSOR when used, without material alteration, on the Designated Device, in accordance with the instructions set forth in the Support Materials.

Should any of the Licensed Program fail to so conform to the program specification during that three (3) month period, LICENSOR's sole obligation shall be to correct or replace the failing Licensed Program within 30 days after receiving notice from LICENSEE of the failure.

LICENSOR DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF LICENSEE) EVEN IF ADVISED OF THE POSSIBILITY OF SAME.

B. LICENSOR's liability for any losses or damages, except for personal injury, whether direct, indirect, incidental or consequential, arising from the design or use of any of the Licensed Program or Support Materials, shall be limited to the aggregate amount of the fees paid to LICENSOR under this License Agreement.

C. LICENSEE shall be solely responsible for assuring:

1. The Designated Device is compatible with the Licensed Program
2. The existence of adequate back-up plans to accommodate any failure of the Designated Device of the Licensed Program
3. The accuracy of input data
4. Proper use of the Licensed Program
5. All losses or damages arising from the updates and/or modifications made by LICENSEE.

ConferTech International, Inc.
Authorized Officer

LICENSEE

Company

Date

Date

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT

ALASKA BUSINESS LICENSE

This is to certify that the licensee named below holds an Alaska Business License covering the period January 1 through December 31 of the license year(s), or fraction thereof.

LICENSE YEAR(S)

1991 thru 1992

| | |
|--|-----------------------|
| INTERFORD, ALPHAVISION WINTER TELECOM INC. 6001 E. TUTOR SUITE 1 ANCHORAGE AK 99507 | EL 153458 CIC 4099 |
|--|-----------------------|

This license must be posted in a conspicuous place at the location.
It is not transferable or assignable.

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State of Alaska or of the United States.
**COMMISSIONER OF COMMERCE
AND ECONOMIC DEVELOPMENT**

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

RECEIVED

AUG 21 1991

L.A.A.

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer (M)
SUBJECT: RFP #175 - Library Binding
DATE: August 8, 1991

On May 30, 1991, Request for Proposal #175 was issued to acquire hardcover library binding of the Legislatures Session Laws, House and Senate Journals, Bill Histories, and Staff Handbooks. Three vendors were selected for solicitation.

On June 17, 1991, 1:30 p.m., one proposal was received and opened in Room 12 of the Capitol. In attendance were Legislative Affairs Agency employees Jan Price, Malcolm McGregor, and myself.

The proposal received was from Mike McDermott of College Place Bindery, Inc. proposing a flat back wide hinge adhesive or oversewn style book at \$10.45 each, Bid Abstract attached. I requested Mary Van Nimwegen, Legislative Affairs Agency Librarian, examine the samples provided by the vendor. Her response, attached, pointed out the need for improvement of cover fabrication and stamping quality. Page sag, possibly caused by the flat back design, was also a problem.

The vendor was asked to provide additional samples with the rounded back design. On July 29, 1991, the second samples were received and examined by Ms. Van Nimwegen and myself. These samples proved to be adequate with the exception that sewing was not within 3/4" of the text block and the adhesive bound style needed an additional spine lining. The vendor was notified.

On August 2, 1991, I received an amended proposal from this vendor, attached. This proposal offers wide hinge rounded back style, sewing within 3/4" of text block, and the second spine lining added. The amended proposal cost per book is \$11.25.

I recommend the College Place Bindery amended proposal be accepted.

MTW/jmp
Attachments

STATE OF ALASKA
LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

BID ABSTRACT

SUBJECT: Library Binding
DATE OF OPENING: June 17, 1991, 1:30 p.m.
CONTRACTING OFFICER: Mark T. Woods

| Bidder Name and Address | Bidder Phone No. | Bidder's Location Address | Amount of Bid |
|---|---|---|--|
| College Place Bindery, Inc. P.O. Box 97 College Place, WA 99324 | PH: 509-529-4220 FAX: 509-529-6880 TOLL: 800-253-5456 | 15 S.E. Third Street College Place, WA 99324 | \$10.45 each for Oversewn Volume and Double Fan Adhesive Bound Volume |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: May 30, 1991

SEALED PROPOSALS WILL BE RECEIVED IN SINGLE COPY AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON JUNE 17, 1991 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

PROPOSAL TITLE: LIBRARY BINDING

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS18.80.200-18.80.295, and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907)465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

COLLEGE PLACE BINDERY, INC.
COMPANY SUBMITTING PROPOSAL

15 SE 3rd COLLEGE PLACE
COMPANY MAILING ADDRESS
WA 99324

Mike McDermott
AUTHORIZED SIGNATURE

(WA) 601 258 853
BUSINESS LICENSE NO.

MIKE McDERMOTT
PRINTED SIGNATURE

800-253-5456 6-12-91
TELEPHONE DATE

OFFER SCHEDULE

1. Offeror's rate for each oversewn volume: \$ 10.45
2. Offeror's rate for each double fan adhesive bound volume: \$ 10.45

NDM

June 12, 1991

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods

Request for Proposal No. 175

We are pleased to offer this response to your request for proposal number 175.

Information Conservation, Inc. is a charter member of the Library Binding Institute through several of its operating companies and is a leader in the conservation field today. Our product does not exactly match the Standards of the Library Binding Institute but it is considered by most of our customers to be a performance improvement and we will, if required, supply independent test-results to support the modifications we provide. The 1990 edition of the "Guide to the Library Binding Institute Standard for Library Binding", authored by Jan Merrill-Oldham and Paul Parisi acknowledges the changes that are occurring with library binding in the preface.

"All editions of the LBI Standard previous to 1986 were predicated on the prevailing opinion that the following steps invariably yield a superior binding: milling the spine of a volume to remove spine lining, glue and thread; oversewing the resulting loose leaves together; trimming the fore edge, head, and tail of sewn text block; rounding and backing the text block; and fitting it into a pyroxylin-impregnated, buckram-covered case with one-eight-inch wide squares at the fore edge, head, and tail.

"Today, any one (or all) of the procedures cited above may be changed or eliminated, depending upon the binding situation at hand. This departure from tradition has occurred because our criteria for evaluating a successful binding have changed."

ICI

COLLEGE PLACE BINDERY, INC.

June 12, 1991
State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
Page Two

We are proposing our flat backed, wide hinged product for this contract and are certain the State's library collections will be well served.

Many of the major university and research libraries across the country have made the switch in library binding services from traditional, rounded and backed, narrow hinge to the flat backed, wide hinge because the resulting book opens better and is more durable.

Pacific Northwest customers of our Company who switched in the last few years include Washington State University, Oregon State University, University of Oregon, University of Idaho, and many others. The primary factor in the decision in every case was openability of the books.

I would assume that the most frequent use of your books is in copying individual pages. If you "test" our samples for this specific use, I think you will see the advantages of flat backed, wide hinge books.

I would be more than happy to answer any questions you might have or to discuss our products with you. Please feel free to call, 800-253-5456.

Sincerely,



Mike McDermott
President

M E M O R A N D U M

June 19, 1991

SUBJECT: College Place Bindery's Proposal
in Response to RFP No. 175, "Library Binding"

TO: Mark Woods, Supply Officer
Legislative Affairs Agency

FROM: Mary Van Nimwegen,^{MAN} Librarian
Legislative Reference Library

I believe we could live with College Place Bindery's (CPB) proposal for library binding if the decision is made to accept it, but my suggestion is that their proposal be rejected since they "failed to meet announced requirements of the agency in a material respect" (sec. 130, subs. c.2 of the Procurement Procedures), and that we find out why the others didn't bid and rewrite our RFP to get a wider response.

We could live with College Place's proposal. The overseeing seems okay, the double fan adhesive (dfa) binding seems like the pages are firmly attached, and the price is low. I'm a little concerned that the buckram cover is already cracked through over the cord on the inner top and bottom of the spine (back) of the dfa volume and that the stamping foil (lettering) is coming off the spine.

The main problem I have with their proposal is that the flat-back, wide hinge that they used allows the textblock (pages) to sag out of the case, makes the back convex at the top, and makes the entire book look cheaper. Our Session Laws of Alaska deserve better.

I'm concerned that College Place's lack of responsiveness to our expressed desires, may be an indication of possible future problems in dealing with them. Our RFP specified rounding and backing, and binding of session laws that were sent with the RFP, neither of which was done.

I believe it's possible to get what we've asked for at a reasonable price. We would need to find out why the other binderies didn't bid and rewrite our RFP, probably taking out the penalty clause for late return of books (we could just not renew the contract if the contractee were late); paying for transportation to, and possibly from, the city where the bindery is (with the price of oil, and therefore transportation, being so unpredictable it's probably more fair to the binderies if we don't ask them to include that in their bid); maybe extending the initial term of the contract; and sending the RFP to some more binderies.

The logo for ICI (College Place Bindery, Inc.) consists of the letters 'ICI' in a bold, serif font, positioned above a horizontal line. Below the line, there are several smaller, less legible lines of text, possibly a tagline or address, which are partially obscured by the line.

COLLEGE PLACE BINDERY, INC.

1001 Third Street
P.O. Box 97
College Place, VY 97304
Telephone (509) 345-1111
FAX (509) 345-1111

August 2, 1991

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods

This letter is to summarize our amended offer in response to your request for proposal number 175.

In accordance with your specific preferences (after your examination of the second set of samples), the product will be rounded and backed and have a wide hinge. For the same offered price you may specify double fan adhesive or oversew leaf attachment. Those that are oversewn will be sewn with seven needles leaving approximately 3/4 inch between the sewing and the edge of the textblock. Those that are double fan adhesive bound will receive a second spine lining. We will do the books on this basis for \$11.25 each.

We are still prepared to produce the books with a flat back wide hinge for \$10.45 each. This is a superior binding treatment for the books and would give your books better durability and openability.

We would like very much to do the books either way and we look forward to a long term, pleasant relationship with the Legislative Affairs Agency

This offer will remain open for your acceptance for 60 days.

If there are questions, please do not hesitate to call (800) 253-5456.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mike McDermott', written in black ink.

Mike McDermott
President

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY
LEGISLATIVE REFERENCE LIBRARY

MEMORANDUM

August 7, 1991

SUBJECT: College Place Bindery's Amended Proposal
in Response to RFP No. 175, "Library Binding"

TO: Mark Woods, Supply Officer
Legislative Affairs Agency

FROM: Mary Van Nimwegen^{MoM}, Librarian
Legislative Reference Library

I concur with the acceptance of College Place Bindery's amended proposal to our RFP for library binding. Their second set of samples (rounded and back) look good, they have addressed all my concerns by their samples and amended proposal letter, and I believe we will be able to work with them cooperatively.

STATE OF ALASKA
THE LEGISLATURE

POUCH Y STATE CAPITOL
JUNEAU ALASKA 99811
907 465 3800

LEGISLATIVE AFFAIRS AGENCY

M E M O R A N D U M

TO: Warren W. Endicott, Executive Director
FROM: Mark T. Woods, Supply Officer (MW)
SUBJECT: RFP #177 - Vertical Tower Collator
DATE: July 30, 1991

On June 6, 1991, Request for Proposals #177 was issued to acquire a 12 Station Vertical Tower Collator with in-line stitcher, folder, and trimmer for the Legislature's Printshop. Four vendors were solicited.

On June 27, 1991, three responses were received and opened, see the attached Bid Abstract. In attendance were Ben Taylor of AM Multigraphics and Legislative Affairs employees Malcolm McGregor, Jan Price, and myself.

Mr. Bruce Ross of Alaska Printers Supply submitted the Standard Duplo 12/48 Collating Machine with stitcher, folder, and trimmer. After examining the brochure provided I could not ascertain enough facts relating to the specifications requested. I reviewed the brochure with Sam Pekovich, our Printshop Manager, and he agreed further clarification would be needed. I requested Alaska Printers address all specifications in writing.

On July 7, 1991, I received response to this request. The Standard Duplo Machine can well provide for all items except Items 2, 3, 7, 8, and 11. Item 2 "Operator controls must be on right side" and "paper flow must be left to right". The Standard Duplo controls are on the left-hand side and paper flow right to left. Item 3 "calibrated automatically and manually", Standard offers automatic calibration only. Item 7 "ability to interface with existing equipment", Standard cannot. Item 8 "sheet capacity of 350 sheets", Standard provides 250 capacity. Item 11 "unit shall be listed with U. L.", Standard is not.

Glenn Ashcraft of AM Multigraphics submitted a C. P. Bourg Tower Collator with stitcher, folder, and trimmer. The brochure provided did not completely address all specifications. I requested and

Warren W. Endicott

-2-

July 30, 1991

received a response addressing all items specified in the RFP. The C. P. Bourg Collator meets all requirements we requested.

Multigraphics C. P. Bourg Machine provides for all our specifications while the Standard Duplo does not.

I recommend award to AM Multigraphics for \$45,995.00 since the low bid from Alaska Printers Supply fails to meet necessary requirements per our bid specifications.

MTW/jmp
Attachments

STATE OF ALASKA
LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

BID ABSTRACT

SUBJECT: Vertical Tower Collator
DATE OF OPENING: June 27, 1991, 1:30 p.m.
CONTRACTING OFFICER: Mark T. Woods

| Bidder Name and Address | Bidder Phone No. | Bidder's Location Address | Amount of Bid |
|---|------------------|---------------------------|--|
| Leach Printers Supply Co., Inc. 13011 Florence Avenue Santa Fe Springs, CA 99670 | 213-946-1987 | | No Bid |
| Alaska Printers Supply 915 West Northern Lights Boulevard Anchorage, AK 99503 | 907-277-7543 | | \$38,745.00 Standard Duplo Equipment |
| AM Multigraphics 941 East Dowling Road Anchorage, AK 99518 | 907-561-2141 | | \$45,995.00 C. P. Bourg Equipment |
| | | | |
| | | | |
| | | | |
| | | | |

Multigraphics®

15770 S.W. Upper Boones Ferry Rd., Lake Oswego, OR 97035 (503) 684-3770

June 18, 1991

STATE OF ALASKA
Legislative Affairs Agency
PO Box Y
Juneau, AK 99811

Attn: Mr. Mark T. Woods

Dear Mr. Woods:

Request for Proposals No. 177

This letter is written to completely confirm our compliance with the State of Alaska Legislative Affairs request for proposals
Title: Vertical Tower Collator and Finishing attachments.


From Underwriters Laboratory approval to complete electrical interface with Legislative Affairs existing C. P. Bourg Finishing and Collating equipment, this unit meets all specifications from one through eleven printing management concerns.

In addition, the Vertical Tower system quoted is modular. Additional 15 Bin Towers may be added on in the future and all run through the same micro processor control panel.

In the future if the State of Alaska chooses to expand the system, it may without having to add any additional programming functions, hardware, or software, to accomplish the operation.

Furthermore, Multigraphics will provide complete on-site in-depth operator training at no charge to the State of Alaska.

Yours very truly,


Glen E. Ashcraft
Regional Manager

STATE OF ALASKA
THE LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

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

AMENDMENT NO. 1

RFP TITLE: VERTICAL TOWER COLLATOR
REQUEST FOR PROPOSALS NO. 177
OPENING DATE AND TIME: June 27, 1991, 1:30 p.m.
AMENDMENT ISSUE DATE: June 10, 1991


The following changes/additions are required:

- Under Specifications change the first paragraph to now read:

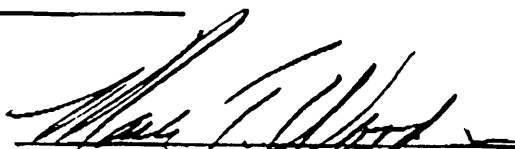
This Request for Proposal is for a vertical tower collator with a minimum of 12 stations, with the ability to add on additional towers in the future and to include the following attachments: in-line stitcher, folder, trimmer, and receding stacker.
- Under Specifications, Item #6, Line 2, correct spelling of C.P. Borg to C.P. Bourg.

A copy of this amendment with signature needs to be submitted with the Request for Proposals No. 177 prior to the opening date and time.

AM MULTIGRAPHICS
COMPANY SUBMITTING PROPOSAL


AUTHORIZED SIGNATURE

Glen E. Ashcraft
PRINTED SIGNATURE


Mark T. Woods, Supply Officer

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. 177

RETURN THIS PROPOSAL TO:

State of Alaska
Legislative Affairs Agency
Attn: Mark T. Woods
P. O. Box Y
Juneau, Alaska 99811
FAX: (907) 465-2918

THIS IS NOT AN ORDER

DATE RFP ISSUED: June 6, 1991

SEALED PROPOSALS WILL BE RECEIVED IN SINGLE COPY AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON JUNE 27, 1991, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

PROPOSAL TITLE: **VERTICAL TOWER COLLATOR**

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that the offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. If an offeror fails to comply with the requirements in (1) or (2) of this paragraph, the Agency reserves the right to disregard the proposal.

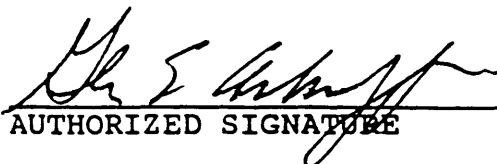
REJECTION OF PROPOSALS: A proposal will be rejected when the proposal contains a material alteration or erasure which is not initialed by the signer of the proposal.

Mark T. Woods (907) 465-3863
Supply Officer

INDICATE IF YOU QUALIFY AS AN
ALASKA OFFEROR YES NO

AM Multigraphics
COMPANY SUBMITTING PROPOSAL

941 East Dowling Rd., Anchorage, AK 99518
COMPANY MAILING ADDRESS


AUTHORIZED SIGNATURE

BL068160
BUSINESS LICENSE NO.

Glen E. Ashcraft
PRINTED SIGNATURE

907/561-2141 6/17/91
TELEPHONE DATE

PROPOSAL SCHEDULE

1. Manufacturer of Vertical Tower Collator C. P. Bourg Inc.
73 Samuel Barnet Blvd
New Bedford, MA 01745

2. Description (Model, etc.) C. P. Bourg Vertical Tower Collator
12 Stations with Stitcher, Folder,
Trimmer and Receding Stacker

3. Total Cost of Vertical Tower Collator \$ 45,995.00
Including Delivery and Installation

LIO PC Acquisition Plan

The Problem

15 of the division's 19 offices have no personal computer capabilities. The others are using 15-year-old technology. Demands on the offices to provide the public with legislative information, conduct teleconferences and support legislators have increased sharply over the last five years. At the same time, resources (funding and staff) available to the division have declined.

The Request

Authorize the Division of Public Services to expend funds already approved by the Council for inclusion in the division's budget to begin acquiring personal computers for the Legislative Information Office/Legislative Teleconference Network system.

The Benefits

The overall benefits of the acquisition are two-fold— improve efficiency and productivity within the LIO/LTN system and improve services to legislators, including the ability to:

- More effectively track and record the concerns of the thousands of citizens who contact the LIOs each year and provide legislators with useful information about those concerns and citizens.
- Integrate demographic data, which the LIO's collect on constituents who use the POMs and LTN services, into legislator's PC systems in a format which legislators can use.
- Provide legislators who share offices with LIOs with improved and cost-effective administrative and constituent support services.
- Dynamic Data Exchange (DDE) between state accounting system and PCs to allow LIO's to more effectively track and control spending.
- More effective tracking and trend analysis of the use of hourly employees to control personnel costs.
- Implementation of integrated information system to schedule and manage teleconferences which now involves four dated mainframe applications, repetitive data entry and handwritten forms.
- Increase public awareness of the importance of the legislature as an institution through a variety of outreach initiatives.

The Cost

Phase I, approximately \$40,000 for 11 installations.

Division of Public Services

Personal Computer Acquisition Plan

Prepared By:

G. Michael Harmon, Director

The purpose of this document is to describe the analytical process undertaken in the development of a three-year hardware/software acquisition program to upgrade Division of Public Services personal computer capabilities. The methodology employed and conclusions reached have been detailed in various internal-LAA memorandums and staff discussions which began in August, 1990.

This document also represents an example of the critical importance of adequate personal computer technology in the implementation of a professional management regime in the division. It was produced with a combination of Macintosh and Windows-based PC environments, integrating data from a variety of spreadsheet, statistic, database and word processing applications created by different people. The production of such project planning and management reporting tools would be impossible without underlying technologies such as IAC (interapplication communication), dynamic data interchange, file sharing and virtual memory— technologies which currently are unavailable to LIO staff.

Background

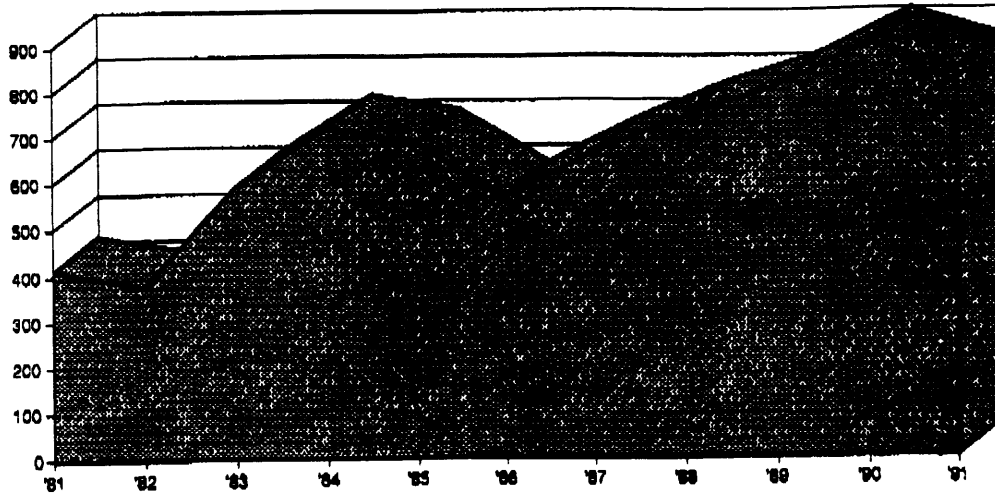
In summary, the goal of the project was to improve productivity and efficiency in order to allow the division to cope with expedient increases in its work load within existing personnel resources. I viewed the acquisition of adequate personal computer resources as a critical component in meeting a wide range of specific goals I developed after assuming the position of director in July, 1990. These goals included:

- Correcting critical deficiencies in the Legislative Teleconference Network
- Implementing excellence-oriented personnel management practices
- Improving internal financial controls.
- Strengthening management reporting and communications
- Improving services to legislators

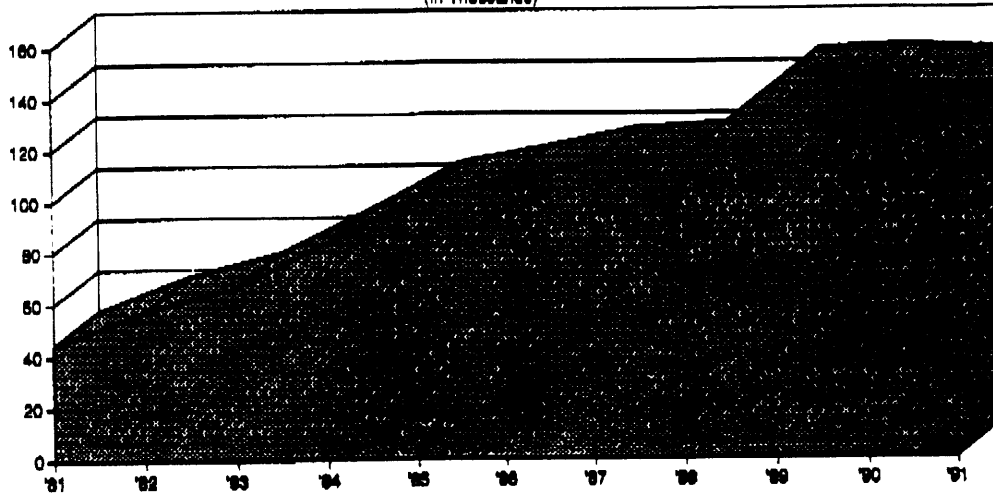
Overall, I wanted to implement a philosophy which recognizes that a government organization cannot always be run like a business but can benefit from good business practices. The overall challenge in developing this optimum organization from the perspective of the Division of Public Services was apparent.

Since inception of the organization in 1978, the level of work performed by division offices had increased dramatically; the resources available to the division had not. The following tables illustrate the historical trends.

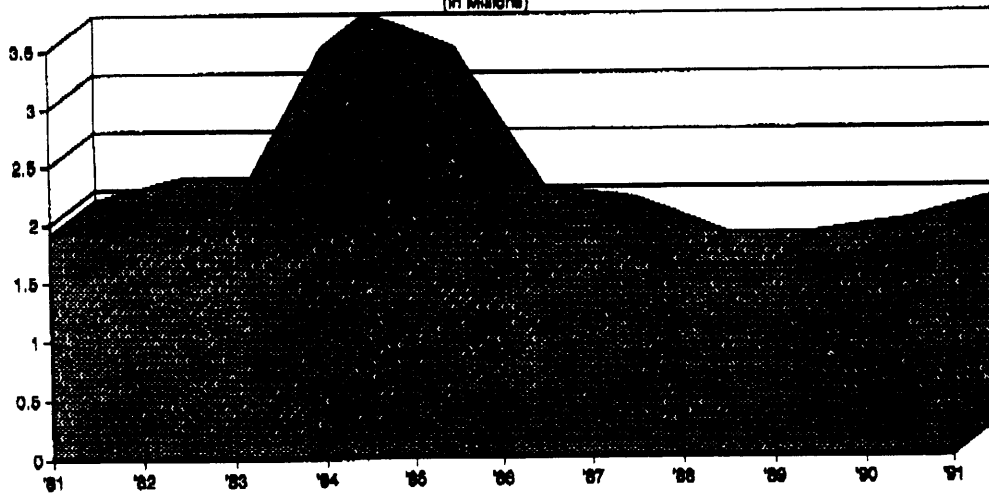
Teleconferences

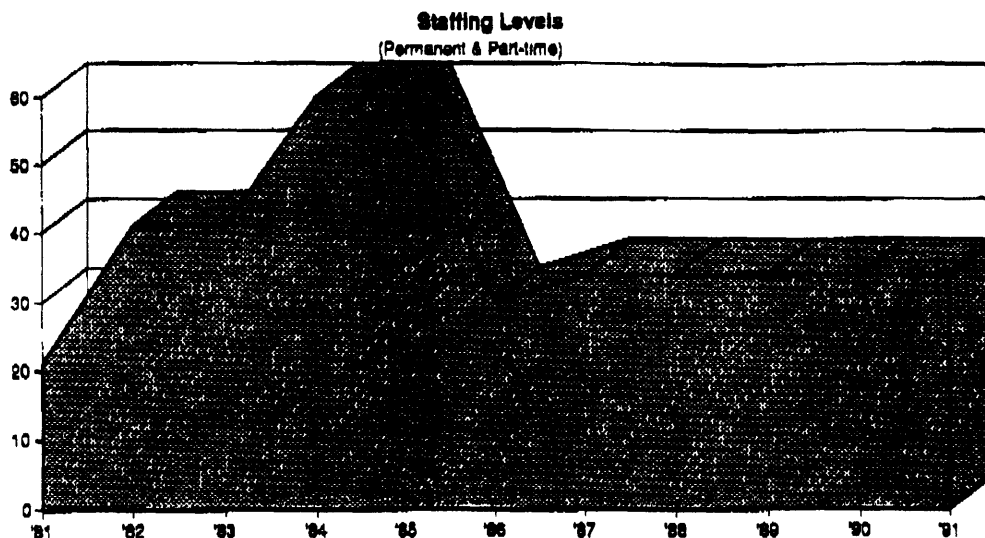


Information (in Thousands)



Budget (in Millions)





Management Challenge

In the operational environment pictured above – increasing work loads and decreasing and/or static resources – a manager has two choices. He or she can accept the status quo or increase efficiency and productivity. Asking for additional staff resources was not deemed as an option.

When I assumed the position of director, the division exhibited all the symptoms of an organization under extreme stress. Up to 30 percent of our teleconferences were failing or experiencing significant problems, Legislative Information Officers did not understand or feel responsibility for their budgets, staff felt overworked but were unable to accurately document work activities, LIOs were afraid to take risks or make decisions, and, depending on the situation, management direction within the division was dictatorial or lax.

To confront these challenges, I have implemented a wide range of management reforms. One key component of my improvement plan was to upgrade the division's woefully inadequate personal computer resources as a proven method of increasing productivity.

The following table details the current personal computer capabilities of the division, including two new 386SXs acquired in the fall of 1990 as a experiment in new Windows (IBM-world graphic user interface) technology.

| Office | Model | Number |
|------------|--------|--------|
| Division | 386/SX | 2 |
| Division | PC3270 | 1 |
| Anchorage | PC3270 | 3 |
| Anchorage | PC/XT | 1 |
| Bethel | None | 0 |
| Barrow | None | 0 |
| Delta | None | 0 |
| Dillingham | None | 0 |
| Fairbanks | PC3270 | 2 |
| Fairbanks | PC/XT | 1 |
| Glennallen | None | 0 |
| Homer | PC/XT | 1 |
| Juneau | PC3270 | 6 |
| Ketchikan | None | 0 |
| Kodiak | None | 0 |
| Kotzebue | None | 0 |
| Mat-Su | None | 0 |
| Nome | None | 0 |
| Petersburg | None | 0 |
| Sitka | None | 0 |
| Soldotna | None | 0 |
| Valdez | None | 0 |
| Wrangell | None | 0 |

PC3270 – The earliest of the IBM compatibles purchased by the Legislature. These are the slowest and least versatile of the personal computers. They fail to meet any critical success factors for the operation of a complex organization in the 1990s.

PC/XT – Only slightly faster than the PC3270 and somewhat more versatile. However, they do not have the power or capabilities to perform the jobs which need to be done. They, too, are inadequate to meet division needs.

386/SX – The latest version of PC computing capability which enables implementation of a graphic user interface, the environment of choice in the division's far-flung operational environment. As indicated, however, the Windows platform is inferior to the Macintosh system.

As indicated by the table, personal computer capabilities in the division is almost non-existent. In addition, the personal computers which do exist as well as the dumb terminals which connect other LIOs to the mainframe computer for access to BASIS, E-Mail, STAIRS, POMS and teleconference scheduling programs are associated with first-generation impact printers which are beginning to fail at a growing rate.

Methodology

In confronting the personal computer needs of the division, I employed a methodology I have used successfully on a number of projects, including a successful recent project to correct technical deficiencies in the performance of the Legislative Teleconference Network. It is patterned after a process developed by MIT. I learned it during the course of several engagements for the Arthur Young & Company Management Consulting Group in Boston. In summary, it includes the following steps:

Step 1- Describe Existing Situation and Establish Overall Goal(s)

I use this step to articulate a comprehensive narrative explanation of the existing situation and/or problem contrasted with the ideal of the desired future situation. Next, I establish goals to help me focus on project needs. By concentrating on the existing situation, I can describe needs, gaps, deficiencies, problems or situations that can be corrected by the project. By concentrating on describing the desired future situation, I can focus and refine the project.

Step 2- Identify Critical Success Factors

I think of critical success factors as things (skills, commitments, financing, commodities) that I must have to support the realization of a goal. The purpose of this step is to generate a single, powerful document to provide the basis for determining the correct amount of detail and direction of milestones and tasks. Describing these factors allows me to combine tasks into manageable groupings while at the same time ensuring thoroughness. CSF planning helps me to go to the end of a task and to describe what has to be done if the task is to succeed.

Step 3- Pinpoint and Relate Project Milestones

I think of milestones as one of a series of important predictable events which can be used as checkpoints in time during the course of a project. I use milestones to create an overall big picture of a project plan. I also use them to describe the sequential and chronologic arrangement of the major steps involved in a project and as an interim worksheet for developing subsequent task level planning steps.

Step 4- Describe Tasks

I define tasks as specific manageable segments of work which must be accomplished in a project to reach a milestone. The key word to me is manageable because a task must be performed by an individual or supervised by an individual who must be made responsible and accountable for actual execution of the task. While I use milestones to show what is to be accomplished, I use tasks to show how it will be accomplished.

Step 5- Estimate Task Durations and Costs

I use this step to relate the use of resources to time in a project. Because all tasks cannot be completed simultaneously, I use task detail to give me an idea of how many tasks can be accomplished concurrently given the available resources.

The following discussion centers on the two planning-related components of the methodology – problem statements/overall goals and critical success factors.

Existing Problem/Future Solution

| Existing Problem | Future Solution |
|--|--|
| <p>From the perspective of a manager, the state accounting system is extremely limited, especially in the area of management reporting. It does not allow for monthly comparisons between budgets and expenditures. It does not offer monthly reports by category for spending (i.e. what was a specific expenditure for?). It does not offer charting capabilities to view warning trends. The reports which are available are complex and difficult to understand because they do not provide much useful information to a manager. In these budgetary times, it is critical for managers to have access to information and knowledge, not just data and facts. Because of the demand-driven nature of division activities, managers need timely access to understandable information on a variety of budget categories, including items such as teleconference long distance charges and other costs over which we have little control.</p> | <p>Design PC application which integrates data and graphics to provide information each month by collocation code and expenditure account codes on amount of budget, amount expended by month, cumulative amount expended, percent expended, balance remaining and percent remaining. Design application to interface mainframe accounting program with each LIO PC by collocation code to permit automated translation of mainframe data into personal computer knowledge. This on the premise that bottom-up budgetary controls is preferable to top-down. In this scenario, each LIO in the system will be able to track his or her spending on a monthly basis. I partially implemented this process this year, maintaining spreadsheets in Juneau and mailing them to LIOs. The acquisition of personal computers will allow each LIO to maintain his or her own tracking system.</p> |

| Existing Problem | Future Solution |
|---|--|
| <p>A major component of each LIO operation is the scheduling of reserve personnel. These are hourly employees which are called to work as needed to moderate teleconference and handle increased work loads during sessions. Because of budget constraints, it is critical that LIOs be able to accurately track usage of these employees in a consistent, uniform manner. LIOs also need to understand the implications of excessive reserve usage from month to month. In the past, the division maintained a large pot of discretionary funds to cover the cost of reserve hours in excess of projections. As a result, projections were not very accurate and LIOs were told not to worry about over spending in this significant budgetary category.</p> | <p>Design and implement a personal computer data base to record and track reserve usage over the course of a year. In preparing the division's FY92 budget, LIOs were directed to carefully project these costs. As a result, many LIOs were permitted increases in reserve hours, but the pool of funds for covering the costs of excess usage was slashed significantly. These two actions were premised on providing LIOs with the computer resources necessary to track this function of their offices. The majority of LIOs have several reserves to insure that one will always be available when needed and tracking usage by hand to identify trends would be impractical.</p> |

| Existing Problem | Future Solution |
|---|---|
| <p>Perhaps the most critical problem now confronting the division is the scheduling and tracking of teleconferences. The lack of an efficient, integrated system for dealing with the approximately 1,000 teleconferences we are now conducting each year is causing extreme stress. The ability to timely distribute and share information on scheduling and change orders is absolutely critical if we are to meet our mission of reliable teleconferences without the engagement of additional staff. The fundamental problem is that the LTN is entirely demand driven. Division managers do not have the luxury of deciding the maximum number of teleconferences which can be effectively managed over a particular period of time. We do not even have the benefit of policies and procedures on advance notice for teleconferences or changes in teleconferences. In the absence of these kinds of controls, a modern, automated scheduling and tracking system is mandatory.</p> | <p>Update or re-write the existing mainframe teleconference scheduling application, and design and implement a supporting "electronic form" personal computer data base to allow LIOs to easily monitor and track their individual involvement in teleconferences. The number of teleconferences which each LIO can participate in is controlled by two factors-- the availability of moderators and the availability of facilities. The objective here would be to allow individual LIOs to share this availability information with the teleconference coordinator in Juneau on an on-going basis to match up increasing demand with fixed resources. Upon implementation, when a committee or an individual legislator calls to schedule a teleconference, the teleconference coordinator will have immediate access to critical information which is now kept on paper, subjecting the system to errors and other inaccuracies.</p> |

| Existing Problem | Future Solution |
|--|--|
| <p>In order for the Legislative Teleconference Network to meet its mission, members of the public must be aware of the teleconferences. This requires LIOs to design and implement both public notice and publicity programs. Components of this process include the preparation of public notice posters, press releases and other publicity materials. Currently, LIOs are confronting this challenge with varying degrees of success because of the near total lack of personal computer resources. Posters are prepared by hand. Press releases are typed or handwritten. Letters are typed individually. As a result, both the breath and depth of publicity is severely limited.</p> | <p>Design and distribute computer-based templates of various notice and publicity materials. The templates would be designed in Juneau and distributed to LIOs on disk, allowing them to personalize these materials to suit their individual locations and needs. This computer capability would allow LIOs to both enhance productivity and increase publicity about the teleconference schedule. Many LIOs also maintain a mailing list of citizens who have asked to be kept informed about teleconferences in particular subjects. Computer capability would allow for mail merge distribution of a personalized master document instead of producing individual notices.</p> |

| Existing Problem | Future Solution |
|---|--|
| <p>One personal goal of mine is to increase public awareness about the legislature as an institution and educate people about how to participate in the legislative process. To achieve this goal, I have identified as an interim project the design and preparation of presentation templates for three audiences – elementary grade children, secondary grade students and adults. LIOs should be able to tailor these templates and update them as necessary without having to rely on the division. From time to time, LIOs also are invited to speak to specific groups about specific subjects, but currently have limited abilities to prepare these presentations.</p> | <p>Using electronic publishing technology, prepare slide show on the legislative process and the do's and do not's of communicating with the legislature. These nonpartisan presentations should be tailored to specific audiences and include donuts for individual LIOs to modify them to meet changing times and circumstances. Along with the slide show, the presentations would include a talking script. This kind of individualized presentation cannot be produced without modern computer technology. The Macintosh platform and associated presentation software is particularly suited to this kind of visually oriented work.</p> |

| Existing Problem | Future Solution |
|--|---|
| <p>As indicated in the graph on page 3, the number of citizens seeking information from the LIO system continues to expand. In order to efficiently manage this demand, the division must maintain timely and accurate statistics about the kinds of information being requested and the services provided. To continue to handle this increasing work load with existing staff, the division must understand what has been done, what needs to be done and when it should be done. Over the years, statistics on information services have been irregularly maintained. One of my first priorities was to revise the statistics gathering process to more accurately reflect work. Currently, this process is maintained in Juneau and mailed to LIOs on a monthly basis. While an improvement, this process does not allow LIOs to track this information locally.</p> | <p>Design and maintain a statistics tracking system which can be recorded electronically at each LIO. Maintenance of such a system is critical to ordering various documents which the division distributes and other record keeping chores. In addition to information requests, such a system should have the capability to track copy machine, fax and telephone usage. This is especially important in LIOs which share office space with legislators and staff. The partial implementation of such a system in Juneau has already proven its worth in identifying trends and areas of concern. The objective now is to expand this capability to help LIOs more effectively manage this critical component of their duties as well as assist individual legislators in identifying trends in constituent concerns.</p> |

| Existing Problem | Future Solution |
|--|--|
| <p>As indicated previously, one major component of my management style is to emphasize the importance of the bottom-up flow of knowledge. At any point in time, I have several LIO working groups engaged in various projects to improve division performance. Currently, working groups are engaged in drafting new procedures for volunteer teleconference sites and a new format for teleconference scheduling. The lack of personal computer capabilities is impairing the ability of division offices to develop proposals and exchange information in a division-wide compatible format. For example, I have been attempting to design a more efficient system for ordering supplies, and the acquisition of computer capabilities in the LIOs would greatly facilitate this effort.</p> | <p>The implementation of a consistent computer platform with compatible applications will facilitate the exchange of information between LIOs and division headquarters as well as between headquarters and the LIOs. In addition, the acquisition of personal computers will greatly enhance the efficiency of standard operating procedures within offices. Clearly, a one-person office can respond to correspondence, requests from legislators and information requests from division managers more efficiently with a personal computer than without one. The argument here is not why we should acquire computers but how have we lasted so long without them. The bottom line is that adequate personal computers are a critical success factor for efficient office management.</p> |

| Existing Problem | Future Solution |
|--|---|
| <p>Another area of concern to me as a manager is the maintenance of timely and accurate inventory control records. LAA Property recently completed a wholesale physical inventory of division and legislature-owned equipment with the active assistance of the various LIOs. I believe it is important to maintain these records electronically to allow for tracking the age and location of various pieces of equipment, especially computers, copy machines and fax machines, but such a system cannot be implemented without personal computer resources.</p> | <p>Design and implement a database which will allow individual LIOs as well as the director's office of access inventory records. For example, I recently wanted to know how many of what type of fax machines and copy machines the division had at each LIO to facilitate a bulk order of supplies such as fax paper rolls and copy toner. I obtained the information but I had to poll each LIO to obtain it because the information was unavailable electronically.</p> |

Acquisition Schedule

My original plan called for spreading the acquisition over three years according to the following tentative schedule.

| Office | Current | FY93 | Future |
|--------------------------|---------|------|--------|
| Full-Time Offices | | | |
| Anchorage | 1 | 1 | 1 |
| Bethel | 1 | | |
| Fairbanks | | | 1 |
| Juneau | 4 | | |
| Kenai | | 1 | |
| Ketchikan | 1 | | |
| Kodiak | 1 | | |
| Kotzebue | | 1 | |
| Mat-Su | 1 | | |
| Nome | | 1 | |
| Sitka | 1 | | |
| Barrow | | | 1 |
| Part-Time Offices | | | |
| Delta Junction | | | 1 |
| Dillingham | | | 1 |
| Glennallen | | | 1 |
| Petersburg | | 1 | |
| Valdez | | | 1 |
| Homer | | 1 | |
| Wrangell | | | 1 |

| Overall Goals | |
|--|---|
| PROJECT | Strategic Information System Project |
| DIRECTOR | G. Michael Harmon |
| OVERALL PURPOSE | To improve the efficiency of Legislative Information Offices and the Legislative Teleconference Network. To increase the productivity of LIO and LTN staff. To improve services to legislators. To avoid the need for increased staffing levels. |
| TIME LIMITATION | FY93 |
| BUDGET | Approximately \$40,000 for phase one. |
| WHAT WILL BE ACCOMPLISHED UPON COMPLETION OF THE PROJECT | |
| An integrated computer hardware and software platform for all Legislative Information Offices. | |

| Critical Success Factors | |
|---------------------------------|---|
| 1 | Hardware platform with minimum of 4Mg of RAM, multitasking, file sharing, DDE and IAC capabilities. |
| 2 | Software applications which are easy to learn and customize. |
| 3 | Mainframe connectivity which allows for extracting mainframe data and inserting it into PC software applications. |
| 4 | Ease of training and maintenance. |

RENEWAL OF LEASE

LEASE AMOUNT FOR RENEWAL PERIOD: \$21,343.20

THIS RENEWAL OF LEASE made and entered into this _____ day of _____, 1991, by and between Kikiktagruk Inupiat Corporation, also known as Kotzebue Village Corporation, an Alaska corporation, whose address is P.O. Box 1050, Kotzebue, Alaska 99752, hereinafter referred to as "Lessor," and the Alaska Legislative Council, hereinafter referred to as "Lessee," hereby renews the lease dated September 25, 1989, recorded in Book 0036 at page 415, Kotzebue Recording District, Second Judicial District, Alaska.

WITNESSETH

WHEREAS, Lessor is leasing to Lessee the following described premises, hereinafter "premises:"

Room No. 8 containing 853 square feet of commercial office space in the Eskimo Building located in Kotzebue, Alaska, on Lots 7 and 8, Block 2, U.S. Survey 2863, Kotzebue Recording District, Second Judicial District, Alaska.

NOW, THEREFORE, LESSOR AND LESSEE, AGREE AS FOLLOWS:

1. That the lease is renewed for a term of one (1) year beginning September 1, 1991 and terminating at 11:59 p.m. on August 31, 1992. There is no renewal option.
2. That the monthly rent for the premises for this renewal term of one year is One Thousand Seven Hundred Seventy-eight and 60/100 Dollars (\$1,778.60) computed as follows:

Annual average CPI-U for the calendar year 1990 (118.6) -
Annual average CPI-U for the calendar year 1988 (108.6) = 10.0%

$$10.0\%/108.6\% = 9.21\%$$

$$[(35\% \times \$1,723.06) \times 9.21\%] + \$1,723.06 = \$1,778.60$$

3. CERTIFICATION/AUTHORIZATION

Execution of this lease renewal was authorized by a majority of the members of the Alaska Legislative Council on _____, 1991. Execution of this lease renewal by the vice-chair of the Council constitutes the signed authorization required by Procurement Procedures sec. 150 (b) because the committee members who authorized the lease renewal delegated their sec. 150 signature responsibilities to the chair on January 24, 1991.

Execution of this lease renewal by the Legislative Affairs Agency Executive Director or his designee hereby constitutes a certification that sufficient money is available in an appropriation to be encumbered for the amount of the renewal period of this lease.

4. All other provisions of the original lease will remain the same.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Renewal of Lease on the day, month, and year indicated below.

LESSOR:

Kikiktagruk Inupiat Corporation
aka Kotzebue Village Corporation

Donald L. Gallahorn 7-8-91

Donald L. Gallahorn Date
President

LESSEE:

Alaska Legislative Council

Rep. Cliff Davidson Date
Vice-Chair
Procurement Officer

ATTEST:

Alice S. Chaeffer 7-8-91
Alice S. Chaeffer Date

APPROVED AS TO FORM

Theresa J. Bannister
Legal Counsel Date 10-21-91

CERTIFYING AUTHORITY:

Warren W. Endicott Date
Executive Director
Legislative Affairs Agency

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 8th day of JULY, 1991, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Donald L. Gallahorn and Alice ^{Schaeffer} the president and assistant secretary respectively of Kikiktagruk Inupiat Corporation, also known as Kotzebue Village Corporation, known to me and to me known to be the individuals named in and who executed the above and foregoing document on behalf of their corporate principal, and each acknowledged to me that each had full power and authority to, and did execute the above and foregoing instrument on behalf of and as the free and voluntary act and deed of said organization, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.

Linda J. Anderson
Notary Public in and for Alaska
My commission expires: July 9, 1991

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 1991, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Representative Cliff Davidson, known to me and to me known to be the individual named in and who executed the above and foregoing lease renewal as the Vice-Chair of the Alaska Legislative Council, and he acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of his principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.

Notary Public in and for Alaska
My commission expires:_____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 1991, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Warren W. Endicott, known to me and to me known to be the individual named in and who executed the above and foregoing lease renewal as the Executive Director of the Legislative Affairs Agency, and he acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of his principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.

Notary Public in and for Alaska
My commission expires:_____

After recording return to:

Karil A. Miller, Administrative Assistant
Legislative Affairs Agency
P.O. Box Y
Juneau, AK 99811

Alaska State Legislature

3111 C Street, Suite 150
Anchorage, Alaska 99503
(907) 561-2038



During Session:
P.O. Box V
Juneau, Alaska 99811
(907) 465-4993

Senator Drue Pearce
District G

TO: Senator Bettye Fahrenkamp, Chair
Legislative Council

FROM: Senator Drue Pearce

DATE: August 7, 1991

RE: State Mail Delivery Policy

When scheduling the next Legislative Council meeting would you please include on the agenda the topic of mail delivery.

Attached to a parcel that was recently delivered to my Juneau office was the following note:

"The policy of the Division of General Services, Department of Administration does not allow for the delivery of personal mail by State carriers.

Because of the addressing of this package makes the contents questionable, we are delivering it with a request to keep the policy in mind.

Bob Link can answer any questions at 465-2250.

Thanks."

The effect of such a policy on the Legislature is significant given our four month tenure in Juneau each year.

I strongly urge that the issue be addressed at the next Legislative Council meeting.


cc: Linda Fink, Executive Secretary
Legislative Affairs Agency

STATE OF ALASKA
THE LEGISLATURE
LEGISLATIVE AFFAIRS AGENCY

P.O. BOX 7, STATE CAPITOL
JUNEAU, ALASKA 99811
907 465-3300

MEMORANDUM

TO: Representative Cliff Davidson, Vice-Chair
Legislative Council

FROM: Warren W. Endicott 
Executive Director

DATE: August 1, 1991

SUBJECT: E.L. "Bob" Bartlett Plaque

The Legislative Council approved replacing the E. L. "Bob" Bartlett plaque November 4, 1985. Due to typographical errors the new plaque was not put up. Senator Kerttula contacted me toward the end of the session and asked that we procure an appropriate plaque for the bust. A new plaque can be purchased for approximately \$500.

The existing plaque states the following:

E.L. "Bob" Bartlett

The statue of Bob Bartlett - the most beloved of all Alaska's political figures - has aptly been selected for placement in the National Statuary Hall in Washington D.C. Territorial secretary of Alaska, delegate to Congress, a fervent proponent of statehood and one of Alaska's first U.S. Senators, Bob Bartlett was, indeed, one of the great treasures of Alaska. His dedication and contributions to his state and nation shall be of immeasurable benefit forever.

The wording for the plaque which was approved by the Legislative Council is as follows:

E.L. "Bob" Bartlett

(1904-1968)

"Architect of Statehood" is inscribed on Bob Bartlett's statue in the Nation's Capitol. Miner, newspaperman, Secretary of Alaska, Delegate to Congress, and United States Senator, Bartlett worked tirelessly fourteen years for Alaska Statehood, his enduring monument....Bob's political strength at home and in the Congress was his basic decency, his human compassion, his personal modesty. Never defeated in 21 territorial and state election bids, he was one of Alaska's most beloved political figures.

Senator Kerttula has recommended that in the fifth line the word "Bob's" be changed to "His" and in the last line the words "one of" be changed to "among".

With the Council's approval we will go ahead and order a plaque and have it installed before the next session.

cc: Senator Bettye Fahrenkamp, Chair
Legislative Council



Citizens' Oversight Council on Oil and Other Hazardous Substances

3111 C Street, Suite 150 • Anchorage, Alaska 99503
(907) 561-2101 • 562-4376 FAX)

The Citizens' Oversight Council is requesting Legislative Council approval for the solicitation of proposals and the awarding of professional service contracts for the following projects:

IMPLEMENTATION OF OIL SPILL PREVENTION AND RESPONSE PLANNING LEGISLATION. This proposal will research and document the state and federal regulatory agencies' activities in implementing the legislation passed since the Exxon Valdez oil spill. The project includes an analysis of the development of response planning and contingency plan standards, prevention standards, the state response equipment depots and volunteer response corps, the role of citizen oversight, and the structural integrity of the mechanical operating systems for oil production handling, and transportation practices. The contract amount will not exceed \$30,000.

PREVENTION OF AND RESPONSE PLANNING FOR A RELEASE OF TOXIC SUBSTANCES. This proposal will research and evaluate the extent of risk and the degree of response preparedness for a release of toxic substances in Alaska. The project includes analyses of:

- * the state, federal, and local government regulatory programs to prevent, plan for, and respond to a release of toxic substances, as well as the agencies' programs to train and educate the public on the management of toxic substances;

- * the activities of the state Emergency Response Commission and the Local Emergency Planning Commissions in developing emergency response guidelines for risk analysis and local emergency response plans;

- * the state's planning for potential releases of toxic substances on state and federal property or through state and federal activities. The contract amount will not exceed \$50,000.

Council Members

Harry R. Bader, Fairbanks • Leo J. Hannan, Anchorage • Kathryn L. Kinnear, Kodiak
Gary P. Kompkoff, Tatitlek • John H. Lucking, Jr., Unalaska

CITIZEN INVOLVEMENT IN THE PERMITTING OF OIL AND OTHER HAZARDOUS SUBSTANCES DISCHARGES. This proposal will evaluate whether the state and federal agencies' permit processes are followed consistently, efficiently, and with full citizen participation. The project will examine existing and pending discharge permits to determine how the process works, if the process works to effectively achieve environmentally sound operations, and whether the public has adequate access to information and a sufficient role in decisionmaking. The contract amount will not exceed \$40,000.

Attached to this summary are portions of the draft Request For Proposals which specifically describe the projects and outline the research tasks.

These research projects will form the basis for the Citizens' Oversight Council's report to the legislature on the major areas of risk of an oil or hazardous substance discharge, and on the performance of the state and federal agencies in developing programs to mitigate these risks. The Council will also make recommendations to the legislature and the governor on appropriate policies and actions to prevent oil and hazardous substances discharges and to enhance response capability.



Citizens' Oversight Council

on Oil and Other Hazardous Substances

3111 C Street, Suite 150 • Anchorage, Alaska 99503

(907) 561-2101 • 562-4376 (FAX)

August 22, 1991

Re: Revised 1991 workplan

Dear Legislative Council Member,

During the last legislative session, the Citizens' Oversight Council presented you with the Council's 1991 workplan. The Council had planned to report to the Legislature and the Governor on four major projects:

- * A status report on the implementation of federal and state oil spill legislation and an analysis of whether Alaska is, in fact, better prepared in all regions of the state for a major spill.
- * An assessment of whether the public is kept fully informed and is involved in decisionmaking in the state and federal environmental permitting processes.
- * An investigation of the remediation status for the contaminated federal facilities sites in Alaska.
- * An analysis of the state and federal management structure for the transport, handling, storage, discharge, and disposal of hazardous and toxic substances.

The Council had also been charged in CSHB 196 (Alaska Sess. Law, ch. 92, sec.11) with reporting to the legislature on the subject of oil spill response action contractor civil liability and the status of oil spill contingency plan holders.

Council Members

Harry R. Bader, Fairbanks • Leo J. Hannan, Anchorage • Kathryn L. Kinnear, Kodiak
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page 2

Unfortunately, Governor Hickel vetoed more than 50% of the Council's budget as well as the fiscal note which provided the funds for the report on oil spill response action contractors.

The Council recently met to reassess the workplan commitments in light of the Council's revised budget. The Council voted to eliminate entirely the project overseeing the remediation of contaminated federal facilities sites and to scale back the project on oil spill prevention and response preparedness.

Although the choice was difficult, the Council chose to prioritize the two projects on environmental permitting and toxic substances management for several reasons. The public comments at the Council's meetings indicated two predominant concerns. The first was a consistent frustration with the system for issuing permits for operations that potentially impact the environment and public health. The concern expressed was that the process did not include citizen participation sufficient to allow the public to feel both involved and confident that government was properly regulating the operation.

The second consistent theme from the hearings was fear, disappointment, and anger over the lack of comprehensive planning and management structures for hazardous substances. The Council frequently heard the complaint that the Exxon Valdez incident triggered a flurry of laws and agency regulation of the oil transportation and handling system. However, the the need for safe handling of hazardous materials on a daily basis and the risks of discharges of hazardous substances into the air and water were perhaps more seriously impacting people's lives. Yet, very little attention was being paid to that issue. This concern was raised by industry, which was confused by a lack of a comprehensive regulatory scheme, and by individuals, who feared for the public health because of the lack of planning for releases of hazardous substances.

The Council, therefore, will continue its projects to evaluate the environmental permitting process and the state and federal programs for managing toxics. The toxics management report will focus upon prevention and response preparedness for toxic releases.

page 3

In the arena of oil spill prevention and response preparedness, the Council will still endeavor to provide a report to the legislature on oil spill response action contractors. The Council will also examine, primarily on a state level, the implementation of the key pieces of legislation passed to enhance the state's oil spill response capability. The Council will report on whether the implementation has furthered the Legislature's intent and whether citizen participation in the implementation process has been encouraged and maintained.

The Citizens' Oversight Council appreciates your continuing interest and looks forward to presenting you with our reports on these topics. Please contact us if you have any suggestions, ideas, or questions.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michele Brown", with a stylized flourish at the end.

Michele Brown
Executive Director



Citizens' Oversight Council

on Oil and Other Hazardous Substances

3111 C Street, Suite 150 • Anchorage, Alaska 99503
(907) 561-2101 • 562-4376 (FAX)

DRAFT: PORTION OF RFP FOR TOXICS RESEARCH PROJECT

Proposals due September 30, 1991.

Contractor will be selected by October 04, 1991.

I. PROJECT OBJECTIVE

The Citizens' Oversight Council on Oil and Other Hazardous Substances is evaluating the extent of risk and degree of response preparedness for a release of toxic substances in Alaska. The primary purpose of this project is to determine whether state and federal regulatory agencies have implemented existing laws to prevent releases of toxic substances and to enhance response preparedness in the event of a release. The Council is also considering the adequacy of existing federal, state, and local laws to prevent and plan for a response to a release of toxic substances.

II. PROJECT DESCRIPTION AND DELIVERABLES

A. The contractor must review the programs and policies in the state for prevention and response to a release of toxic substances, as implemented by state and federal regulatory agencies in Alaska. The contractor must submit a written report, including, but not necessarily limited to the following:

1. An analysis of the state, federal, and local government regulatory programs which are intended to determine the extent and seriousness of risks of releases of toxic substances; to identify the hazards associated with releases of toxic substances; to plan for and to respond to releases of toxic substances; to develop, encourage and regulate training and educational programs related to toxic substances; and to prevent releases of toxic substances.

Council Members

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DRAFT: PORTION OF RFP FOR TOXICS RESEARCH PROJECT, continued
page 2

2. An evaluation of the state's implementation of the Super Fund Amendments and Re-authorization Act of 1986 (SARA) Title III, including, but not necessarily limited to;

a. the creation, development, activities, and status of the State Emergency Response Commission and the Local Emergency Planning Commissions;

b. the acquisition of data, the development of processes for storing data, and the methodology for data handling and dissemination for the SARA Title III reporting and inventory requirements;

c. the development of emergency response planning guidelines for risk analysis and emergency planning, and the development and implementation of local emergency response plans for hazardous substances incidents.

3. An evaluation of the adequacy of state laws to provide for, authorize, and regulate statewide and community emergency planning, the acquisition of information relating to potential toxic releases hazards and risks, the prevention of releases of toxic substances, the corrective actions necessary and appropriate in the event of the release of toxic substances, and the development of incident investigation criteria.

4. The state agencies' programs and policies for preventing the release of toxic substances and for emergency response in the event of a release of toxic substances on state property or through the activities of state agencies or contractors.

5. The state's ability to request or require that federal installations in Alaska undertake measures to prevent the release of toxic substances or to adequately respond to a release of toxic substances.

6. Recommendations for any statute, regulation, or regulatory program improvements which would improve toxic risk reduction, prevent releases of toxic substances, and enhance emergency planning and response to the release of toxic substances.

DRAFT: PORTION OF RFP FOR TOXICS RESEARCH PROJECT, continued
page 3

7. Recommendations for a public education program to improve toxic risk reduction, prevent releases of toxic substances, and enhance emergency planning and response to the release of toxic substances.

B. The contractor must adhere to the following requirements:

1. The contractor is required to submit monthly administrative reports relating to costs to date and status of schedule.

2. The contractor is required to make periodic oral or written reports to the Council or to a Council advisory committee on the progress of the report, as directed.

3. The contractor must provide ten copies of a final report according to the established schedule. The final report should incorporate the entire scope of work as outlined and any additional facts, ideas, or recommendations the contractor may wish to include.

C. This project is scheduled to begin October 7, 1991, and must be completed by November 15, 1991.

D. The total cost of this project should not exceed \$50,000.

III. PROPOSAL DESIGN.

A. The proposal must include the RFP number, project title, a description of how the proposal is organized, and a brief statement that the materials being forwarded meet all of the Council's requirements and/or a description of whatever exceptions are proposed.

B. The proposal must include a time schedule for and a workplan of planned tasks and must relate the tasks directly to the goals and objectives of the project. The proposal must discuss a strategy and methodology to demonstrate that the proposal approach is consistent with the highest standards of the disciplines involved in the project. The proposal must also include information on how the scope, time, and costs of the project will be properly controlled, and

DRAFT: PORTION OF RFP FOR TOXICS RESEARCH PROJECT, continued
page 4

an identification of important milestones that will be used to guide the work.

C. The proposal must include the qualifications and experience of the applicant(s), including specifically a description of previous work performed or specialized abilities in the area of the proposed project. The proposal must include the names and resumes of key individuals who would be involved in the project and their roles must be clearly described.

D. All literature cited in the proposal must be included in a reference list accompanying the final report.

E. The proposal must include information about the total costs, professional fees, expenses and contingencies which are included in the proposal.

IV. PROPOSAL SUBMITTAL AND EVALUATION PROCESS

The Council will evaluate proposals using the criteria listed below to ascertain which proposal best meets the objectives of the Council. Proposals may be subjected to an independent peer review process to ensure satisfactory scientific and technical quality. The successful proposal will be one that in the Council's sole opinion best meets the Council's objectives. The Council is not required to choose the lowest cost proposal. The criteria and the associated point values will be:

1. Schedule, workplan approach and methodology - 25 points
2. Organization and management approach of the scope of work - 20 points
3. Qualifications of personnel - 25 points
4. Experience and references - 20 points
5. Cost proposal - 10 points



Citizens' Oversight Council

on Oil and Other Hazardous Substances

3111 C Street, Suite 150 • Anchorage, Alaska 99503

(907) 561-2101 • 562-4376 FAX)

DRAFT: PORTION OF RFP FOR OIL RESEARCH PROJECT

Proposals due September 30, 1991.

Contractor will be selected by October 04, 1991.

I. PROJECT OBJECTIVE

Following the Exxon Valdez oil spill, the state passed extensive legislation to enhance the prevention of oil spills, to augment the capability to respond to oil spills, and to maintain citizen involvement and vigilance in the regulation of the transportation and handling of oil. The primary purpose of this project is to determine whether state and federal regulatory agencies have appropriately implemented the legislation to achieve the intended results.

II. PROJECT DESCRIPTION AND DELIVERABLES

A. The contractor must review the implementation of the state oil spill prevention and response legislation by the state regulatory agencies' promulgation of regulations and the development of programs and policies. The contractor must submit a written report, including, but not necessarily limited to the following:

1. An analysis of the development of response planning and contingency plan standards and requirements.
2. An analysis of the development of oil spill prevention standards and requirements.
3. An evaluation of the plan for, development of, and management of the state response equipment depots.
4. An evaluation of the plan for, development of, and management of the state volunteer response corps.

Council Members

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DRAFT: PORTION OF RFP FOR OIL RESEARCH PROJECT, continued
page 2

5. An evaluation of the development of the citizens' councils formed to oversee and advise regulatory agencies and industry on the handling and transportation of oil and the relationship of those councils with the state regulatory agencies.

6. An analysis of the development of the standards and requirements for financial responsibility which must be demonstrated by oil terminal facilities or oil tankers, barges, or other vessels transporting oil.

7. An evaluation of the state regulatory agencies' program and methodology to assure the structural integrity of the mechanical operating systems of oil terminal facilities, pipelines, exploration and production facilities, tank vessels, and oil barges.

8. Based upon the information gathered, an identification of the major areas of risk of an oil discharge.

9. Recommendations for any statutory, regulatory, or program improvements which would enhance oil spill prevention and response capability.

10. Recommendations for public education program which would enhance oil spill prevention and response capability.

B. The contractor must adhere to the following requirements:

1. The contractor is required to submit monthly administrative reports relating to costs to date and status of schedule.

2. The contractor is required to make periodic oral or written reports to the Council or to a Council advisory committee on the progress of the report, as directed.

3. The contractor must provide ten copies of a final report according to the established schedule. The final report should incorporate the entire scope of work as outlined and any additional facts, ideas, or recommendations the contractor may wish to include.

DRAFT: PORTION OF RFP FOR OIL RESEARCH PROJECT, continued
page 3

C. This project is scheduled to begin October 7, 1991, and must be completed by November 15, 1991.

D. The total cost of this project should not exceed \$30,000.

III. PROPOSAL DESIGN.

A. The proposal must include the RFP number, project title, a description of how the proposal is organized, and a brief statement that the materials being forwarded meet all of the Council's requirements and/or a description of whatever exceptions are proposed.

B. The proposal must include a time schedule for and a workplan of planned tasks and must relate the tasks directly to the goals and objectives of the project. The proposal must discuss a strategy and methodology to demonstrate that the proposal approach is consistent with the highest standards of the disciplines involved in the project. The proposal must also include information on how the scope, time, and costs of the project will be properly controlled, and an identification of important milestones that will be used to guide the work.

C. The proposal must include the qualifications and experience of the applicant(s), including specifically a description of previous work performed or specialized abilities in the area of the proposed project. The proposal must include the names and resumes of key individuals who would be involved in the project and their roles must be clearly described.

D. All literature cited in the proposal must be included in a reference list accompanying the final report.

E. The proposal must include information about the total costs, professional fees, expenses and contingencies which are included in the proposal.

IV. PROPOSAL SUBMITTAL AND EVALUATION PROCESS

The Council will evaluate proposals using the criteria listed below to ascertain which proposal best meets the objectives of the Council. Proposals may be subjected to an independent peer review process to ensure satisfactory scientific and technical quality. The successful proposal will be one that in the Council's sole opinion best meets the

Council's objectives. The Council is not required to choose the lowest cost proposal. The criteria and the associated point values will be:

1. Schedule, workplan approach and methodology - 25 points
2. Organization and management approach of the scope of work - 20 points
3. Qualifications of personnel - 25 points
4. Experience and references - 20 points
5. Cost proposal - 10 points



Citizens' Oversight Council

on Oil and Other Hazardous Substances

3111 C Street, Suite 150 • Anchorage, Alaska 99503
(907)561-2101 • 562-4376(FAX)

DRAFT: PORTION OF RFP FOR PERMITTING RESEARCH PROJECT

Proposals due September 30, 1991

Contractor will be selected by October 04, 1991

I. PROJECT OBJECTIVE

Public comments at Citizens' Oversight Council meetings have raised concern that the public is not included or informed about the system for issuing and monitoring permits for operations that potentially affect the environment. The primary purpose of this project is to determine whether the state and federal agencies permit processes is adequate and is followed consistently, efficiently, and with full citizen participation in order to achieve environmentally sound operations.

II. PROJECT DESCRIPTION AND DELIVERABLES

A. The contractor must review the state and federal air quality and wastewater discharge permits and the processes that led to the issuance of the permits for the Alaska Pulp Corporation's Sitka pulp mill and the Cominco Alaska's Kotzebue Red Dog Mine. The contractor must also review the air quality and wastewater discharge permit review processes currently underway for the proposed A-J Mine operation in Juneau and the governmental agencies' review of the proposed project. The contractor must submit a written report, including, but not necessarily limited to the following:

1. An analysis of the role of each governmental agency and the public in the permitting process.
2. The information sources the governmental agencies use in order to conduct project reviews, including, but not limited to baseline data, projected project impacts, and the establishment of standards.

Council Members

Harry R. Bader, Fairbanks • Leo J. Hannan, Anchorage • Kathryn L. Kinnear, Kodiak
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continued
page 2

3. The ability of the public to comment and to participate in decisionmaking and to have access to information throughout the permitting process from initial project review through project monitoring, including land use planning issues.

4. The adequacy of the governmental agencies' activities in monitoring the permits, responding to violations of the permits or to potential violations of the permits, and in assessing the environmental impacts caused by the operations.

5. Recommendations for any statutory, regulatory, or process improvements which would more fully involve the public in decisionmaking about the permitting and monitoring of operations that affect their lives.

6. Recommendations for a public education program which would make information more readily available to the affected public so that informed decisions can be made.

B. The contractor must adhere to the following requirements:

1. The contractor is required to submit monthly administrative reports relating to costs to date and status of schedule.

2. The contractor is required to make periodic oral or written reports to the Council or to a Council advisory committee on the progress of the report, as directed.

3. The contractor must provide ten copies of a final report according to the established schedule. The final report should incorporate the entire scope of work as outlined and any additional facts, ideas, or recommendations the contractor may wish to include.

C. This project is scheduled to begin October 7, 1991, and must be completed by November 15, 1991.

D. The total cost of this project should not exceed \$40,000.

III. PROPOSAL DESIGN.

A. The proposal must include the RFP number, project title, a description of how the proposal is organized, and a brief statement that the materials being forwarded meet all of the Council's requirements and/or a description of whatever exceptions are proposed.

B. The proposal must include a time schedule for and a workplan of planned tasks and must relate the tasks directly to the goals and objectives of the project. The proposal must discuss a strategy and methodology to demonstrate that the proposal approach is consistent with the highest standards of the disciplines involved in the project. The proposal must also include information on how the scope, time, and costs of the project will be properly controlled, and an identification of important milestones that will be used to guide the work.

C. The proposal must include the qualifications and experience of the applicant(s), including specifically a description of previous work performed or specialized abilities in the area of the proposed project. The proposal must include the names and resumes of key individuals who would be involved in the project and their roles must be clearly described.

D. All literature cited in the proposal must be included in a reference list accompanying the final report.

E. The proposal must include information about the total costs, professional fees, expenses and contingencies which are included in the proposal.

IV. PROPOSAL SUBMITTAL AND EVALUATION PROCESS

The Council will evaluate proposals using the criteria listed below to ascertain which proposal best meets the objectives of the Council. Proposals may be subjected to an independent peer review process

DRAFT: PORTION OF RFP FOR PERMITTING RESEARCH PROJECT,
continued
page 4

to ensure satisfactory scientific and technical quality. The successful proposal will be one that in the Council's sole opinion best meets the Council's objectives. The Council is not required to choose the lowest cost proposal. The criteria and the associated point values will be:

1. Schedule, workplan approach and methodology - 25 points
2. Organization and management approach of the scope of work - 20 points
3. Qualifications of personnel - 25 points
4. Experience and references - 20 points
5. Cost proposal - 10 points



Alaska State Legislature

REPRESENTATIVE BILL HUDSON

P.O. Box V
Juneau, Alaska
99811
(907)465-3744 or 4991

August 28, 1991

COMMITTEES

CHAIR
House Special Committee
on Oil & Gas
MEMBER
Resources
Transportation
International Trade & Tourism

FINANCE SUBCOMMITTEE:
Department of Transportation
and Public Facilities

The Honorable Cliff Davidson
Vice Chair - Legislative Council
Alaska State Legislature
Anchorage, Alaska

FAX 561-7812

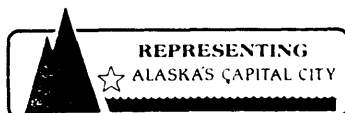
Dear Cliff:

As Chair of the House Special Committee on Oil and Gas, I am seeking the approval by the members of the Legislative Council for a \$20,000 appropriation to the Citizens' Oversight Council on Oil and Other Hazardous Substances (Council) for work the Council was mandated to complete under Section 11 of HB 196. A copy of the legislation is enclosed for your convenient reference.

This legislation was signed into law by Governor Hickel, but unfortunately the funding for the study was vetoed.

It is absolutely critical that this study be performed and a number of organizations have voluntarily joined with the Council to assist in this endeavor. However, not all the work can be accomplished under the existing budgets of these organizations and the requested appropriation is necessary for the study to be completed. As you know, the Council received a 54% cut in their budget for FY '92, and as a result has little or no funding available for this specific project.

The study was intentionally included in HB 196 to specifically address a number of critical policy questions that the legislature felt needed to be answered prior to the July 1, 1992 sunset deadline. You may recall we were able to avert a potential stoppage of the crude oil tankerage between Valdez and the Tesoro refinery in Nikiski by the passage of HB 196, and the study is needed to facilitate a long term solution to the problem. This situation remains the same, and I urge the Legislative Council's approval of this funding as soon as possible.



The Honorable Cliff Davidson
August 28, 1991
Page Two

Your favorable consideration to this request will be very much appreciated.

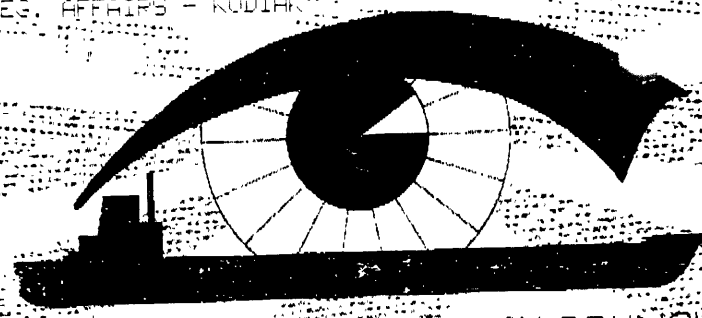
Respectfully,

A handwritten signature in cursive script that reads "Bill".

Bill Hudson,
Chair
House Special Committee on Oil and Gas

BH:lh

cc: Members, House Special
Committee on Oil and Gas



REGIONAL CITIZENS' ADVISORY COUNCIL

Representative Cliff Davidson, Chairman
Alaska State House Resources Committee
112 Mill Bay Road
Kodiak, Alaska 99615

Dear Representative Davidson:

We are writing to you to express our concern over Governor Hickel's decision to veto funding for the HB 196 study to look at the issue of immunity from liability for oil spill response action contractors. As you are aware, the Regional Citizens' Advisory Council supported HB 196 with the study provision included because we felt there were several important public policy questions that needed to be addressed. It was our hope that the study to be conducted by the Citizens' Oversight Council for Oil and Other Hazardous Substances would provide answers to these questions for the Legislature and members of the public so that a well-reasoned decision could be made on a new bill to address this issue when the present law sunsets July 1, 1992.

We respectfully request that you please explore the possibility of funding this study from available contingency monies. We are prepared to provide whatever information and cooperation that is needed to complete this important project. Please be aware that we have already begun working together with other interested organizations to identify existing information that can be shared to facilitate the production of the final report.

Thank you for your time and consideration of our request.

Respectfully,

Joe Gates
Christopher Gates, President
Regional Citizens' Advisory Council

- cc: Walter Hickel, Governor, State of Alaska
- John Sandor, Commissioner, Ak Department of Environmental Conservation
- Harry Bader, Chairman, Citizens Oversight Council on Oil and Other Hazardous Substances
- Rear Admiral David Ciangalini, U.S. Coast Guard
- James Hermiller, President, Alyeska Pipeline Company
- Gene Burden, Tesoro Alaska Petroleum Company
- Al Hastings, Conoco Oil Company
- Captain Morris Croce, Chairman, Prince William Sound Tankers' Association

STATE OF ALASKA
House of Representatives
District 27

Representative Cliff Davidson
Chairman
House Resources Committee

Box V, Juneau, AK 99811
(907) 465-2487
Box 746, Kodiak, AK 99615
(907) 486-8250

5 August 1991

Mr. Christopher Gates
Regional Citizens Advisory Council
601 West 5th Ave Suite 500
Anchorage, AK 99501

Dear Chris,

Thank you for your recent letter concerning Governor Hickel's veto of the fiscal note for House Bill 196. I share your desire to follow through with the study of response action contractor liability even though no money is currently available.

As you mentioned in your letter, the Citizens' Oversight Council (COC), the Department of Environmental Conservation, the Cook Inlet Regional Citizens' Advisory Council and your organization have entered into discussions on how to proceed with completion of somewhat more expansive studies in light of the veto. I applaud that effort. It is in everyone's interest to see this work completed.

Even with your joint efforts it will be important for the COC to have additional funding specifically for their research and for coordination of the overall project. As vice-chairman of the Legislative Council, I strongly support any request by the bill sponsor, Representative Bill Hudson, to provide additional funds to the Citizen's Oversight Council through the Legislative Council. Additional funding for the COC could be an agenda item at our September meeting. It would be helpful for you to contact Representative Hudson to offer encouragement and support for additional funding. I am sure he would appreciate your interest.

If you have any further ideas or questions, please work through my staff in Anchorage, Jay Nelson (561-7617) or you may contact me through my office in Kodiak (486-8250). Thank you for your interest. With best regards,

Cordially,

Cliff Davidson
by [initials]

Cliff Davidson, Chairman

FISCAL NOTE

**STATE OF ALASKA
1991 LEGISLATIVE SESSION**

No. 2
Bill Version: CSHB 196(JUD)
(H) Publish Date: 5/1/91

Revision Date: _____
Title: *An act limiting civil liability for acts or omissions of an oil spill response action contractor...
Sponsor: House Special Committee on Oil & Gas
Requestor: House Judiciary

Department Affected: Legislative Affairs Agency
BRU: Legislative Council
Component: Council & Subcommittees

..COMPONENT SERIAL NO: 783

Expenditures/Revenues: (Thousands of Dollars)

| OPERATING | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 |
|------------------------|-------------|----------|----------|----------|----------|----------|
| PERSONAL SERVICES | 0 | 0 | 0 | 0 | 0 | 0 |
| TRAVEL | 0 | 0 | 0 | 0 | 0 | 0 |
| CONTRACTUAL | 32.0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 0 | 0 |
| EQUIPMENT | 0 | 0 | 0 | 0 | 0 | 0 |
| LAND & STRUCTURES | 0 | 0 | 0 | 0 | 0 | 0 |
| GRANTS, CLAIMS | 0 | 0 | 0 | 0 | 0 | 0 |
| MISCELLANEOUS | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL OPERATING | 32.0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | |
|----------------|---|---|---|---|---|---|
| CAPITAL | 0 | 0 | 0 | 0 | 0 | 0 |
|----------------|---|---|---|---|---|---|

| | | | | | | |
|----------------|---|---|---|---|---|---|
| REVENUE | 0 | 0 | 0 | 0 | 0 | 0 |
|----------------|---|---|---|---|---|---|

FUNDING: (Thousands of Dollars)

| | | | | | | |
|---------------|-------------|----------|----------|----------|----------|----------|
| GENERAL FUND | 0 | 0 | 0 | 0 | 0 | 0 |
| FEDERAL FUNDS | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 32.0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 32.0 | 0 | 0 | 0 | 0 | 0 |

POSITIONS:

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

Estimate of current year impact: _____

ANALYSIS: (Attach a separate page if necessary)

CSHB 196(JUD) proposes a study be prepared to assess the oil spill response action contractor civil liability and oil spill contingency plan holder status. Funding would be from the Oil and Hazardous Release Response Fund. To perform this study, the Citizens' Oversight Council would need funds for contractual services for legal and other research.

see attached page

Prepared By: Pamela A. Stoops, Director
Division: Administrative Services

Michelle Brown
Michelle Brown, Exec. Director
Citizens' Oversight Council

465-3850
Phone: 561-2101
Date: 4/23/91

Approved By: Warren W. Endicott, Executive Director
Agency: Legislative Affairs Agency

Warren W. Endicott

Date: 4/23/91

FISCAL NOTE

STATE OF ALASKA
1991 LEGISLATIVE SESSION

No. 1
Bill Version: CSHB 196(O&G)
(H) Publish Date: 3/13/91

Revision Date: _____ Department Affected: DEC
Title: Limited Liability for oil spill BRU: Environmental Quality
response action contractors Component: SPPM
Sponsor: House Oil & Gas
Requestor: House Oil & Gas COMPONENT SERIAL NO.

| | | | |
|---|---|---|---|
| 1 | 0 | 1 | 6 |
|---|---|---|---|

Expenditures/Revenues: (Thousands of Dollars)

| OPERATING | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 |
|-------------------|-------|-------|-------|-------|-------|-------|
| PERSONAL SERVICES | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| TRAVEL | | | | | | |
| CONTRACTUAL | | | | | | |
| SUPPLIES | | | | | | |
| EQUIPMENT | | | | | | |
| LAND & STRUCTURES | | | | | | |
| GRANTS, CLAIMS | | | | | | |
| MISCELLANEOUS | | | | | | |
| TOTAL OPERATING | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

| | | | | | | |
|---------|--|--|--|--|--|--|
| CAPITAL | | | | | | |
|---------|--|--|--|--|--|--|

| | | | | | | |
|---------|--|--|--|--|--|--|
| REVENUE | | | | | | |
|---------|--|--|--|--|--|--|

FUNDING: (Thousands of Dollars)

| | | | | | | |
|---------------|-----|-----|-----|-----|-----|-----|
| GENERAL FUND | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| FEDERAL FUNDS | | | | | | |
| OTHER | | | | | | |
| TOTAL | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

POSITIONS:

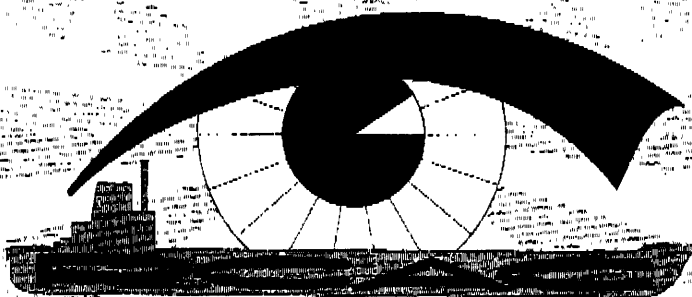
| | | | | | | |
|-----------|---|---|---|---|---|---|
| FULL-TIME | 0 | 0 | 0 | 0 | 0 | 0 |
| PART-TIME | | | | | | |
| TEMPORARY | | | | | | |

Estimate of current year impact: None

ANALYSIS: (Attach a separate page if necessary.)

Prepared By: Janice Adair Phone: 2600
Division: Commissioner's Office Date: March 11, 1991
Approved by Commissioner: [Signature]
Agency: ADFG Date: 3/11/91

Distribution (by preparer): Legislative Finance, Legislative Sponsor, Requestor, OMB, & Impacted Agency(ies).



REGIONAL CITIZENS' ADVISORY COUNCIL

September 3, 1991

The Honorable Cliff Davidson
Vice Chair, Legislative Council
Alaska State Legislature
3111 C Street, Suite 415
Anchorage, Alaska 99503

Dear Cliff:

On behalf of the Regional Citizens' Advisory Council, (RCAC), I am writing to urge that the Legislative Council appropriate \$20,000 to the Citizens' Oversight Council on "Oil and Other Hazardous Substances for work the Council was mandated to complete under Section 11 of HB 196. As you know, the legislation was signed into law by Governor Hickel; unfortunately, the funding was vetoed.

The RCAC has joined a cooperative effort among the Citizens' Oversight Council, the Department of Environmental Conservation, the Cook Inlet Regional Citizens' Advisory Council and Tesoro to complete the study. We cannot however accomplish all the work under the existing budgets of our organizations. The requested \$20,000 appropriation is necessary for the study's completion.

The Citizens' Oversight Council received a 54% budget cut for FY 92; the result is little or no funding for this specific project. We agree with the legislature that this study will address some critical policy questions that must be answered prior to the July 1, 1992 sunset deadline. RCAC strongly supports the Legislative Council funding this \$20,000 appropriation.

In advance, thank you for your consideration of RCAC's request.

Best Wishes,

Christopher H. Gates
by SKG

Christopher H. Gates
President, RCAC



LAWS OF ALASKA

1991

Chapter No.

72

Source

HCS CSSB 59(FIN)

AN ACT

To establish the Alaska Interagency Task Force on the Homeless, and providing for an effective date.

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

THE ACT FOLLOWS ON PAGE 1

- 1 (1) its proceedings for the previous year and its fulfillment of its duties under sec. 3 of
2 this Act.
3 (2) its assessment of the nature and extent of the problems of the homeless in the state,
4 (3) the levels of state and local assistance necessary to meet their needs, and
5 (4) recommendations for legislative and administrative action to alleviate the problems
6 of the homeless.
7 (b) The task force shall submit a final complete report no later than June 30, 1992.
8 * Sec. 7. This Act takes effect July 1, 1991.
9 * Sec. 8. This Act is repealed June 30, 1992.

AN ACT

1 To establish the Alaska Interagency Task Force on the Homeless; and providing for an
2 effective date.
3
4
5

6 * Section 1. FINDINGS. The legislature finds that

- 7 (1) homelessness is gradually being recognized as a significant and widespread problem
8 in both urban and rural parts of the United States, including Alaska;
9 (2) the diverse causes and characteristics of homelessness are endemic to various
10 combinations of overlapping factors including unemployment, underemployment, deinstitutionalization,
11 mental illness, the lack of affordable housing, domestic violence, parentless children, and other less
12 visible personal crises,
13 (3) the diversity of factors contributing to homelessness require combinations of programs
14 and measures to relieve the causes and characteristics, including temporary shelters, social services,
15 physical and mental health programs, long-term affordable housing, community development, and
16 institutionalization,
17 (4) in order for the state to increase its effectiveness in the battle against homelessness,
18 we must first understand the scope and nature of the problem and examine the responses to the problem
19 that are currently being utilized by the federal government, our state government, and by the "third
20 sector," private and nonprofit groups and organizations, and
21 (5) numerous states and the federal government have established councils or task forces

1 on the homeless as an effective way to collect and exchange information and resources, reduce
2 duplication of effort, identify ways in which the homeless may be better served and the homeless
3 problem better addressed, and to develop a coordinated response to combat homelessness and to most
4 effectively use limited resources.
5 (b) the needs of the homeless would be better served by the development of a field
6 network to share professional and technical expertise among federal agencies, state agencies, local
7 governments and private and nonprofit organizations serving the homeless.
8 * **Sec. 2. ALASKA INTERAGENCY TASK FORCE ON THE HOMELESS ESTABLISHED** (a)
9 The Alaska Interagency Task Force on the Homeless is established under the jurisdiction of the
10 legislative council.

(b) The task force consists of 18 members appointed as follows:

(1) 16 members appointed by the legislative council as follows:

(A) three members from the Department of Health and Social Services who are
14 the directors or program administrators or their designees in the following areas:

- (i) mental health;
- (ii) alcoholism and drug abuse; and
- (iii) public assistance;

(B) one member from Alaska Legal Services,

(C) one member from the Department of Education who is the director or program
20 administrator for adult education or the designee of the member,

(D) one member from the Department of Revenue who is the director or program
22 administrator of the Alaska Housing Finance Corporation or the designee of the member,

(E) one member from the Department of Military and Veterans' Affairs,

(F) one member who is the executive director of the Alaska State Housing
24 Authority or the designee of the member,

(G) one member from the United States Department of Housing and Urban
26 Development,

(H) one member from the Alaska Council on Domestic Violence and Sexual
28 Assault,

(I) one member from the Alaska Job Service;

(J) one member from the United States Department of the Interior, Bureau of
2 Indian Affairs,

(K) two members from the Alaska Coalition for the Homeless, and

(L) two members, one each from two communities that have an identified
3 homeless population; one member shall be from a community with a population of less than
4 1,000 people,

(2) one member of the senate appointed by the president of the senate,

(3) one member of the house of representatives appointed by the speaker of the house
8 of representatives.

(c) Members of the task force serve without compensation, but are entitled to per diem and travel
10 expenses authorized for boards and commissions under AS 39.20.180

* **Sec. 3. MEETINGS.** The Alaska Interagency Task Force on the Homeless shall, when possible,
12 meet by teleconference

* **Sec. 4. DUTIES OF TASK FORCE.** The Alaska Interagency Task Force on the Homeless shall
14 (1) collect and disseminate information relating to the homeless,

(2) study and report on the best means to establish a field network of professional and
16 technical expertise to assist federal agencies, state agencies, local governments, and private and nonprofit
18 agencies serving the homeless,

(3) recommend changes in statutes, regulations, procedures, and policy to reduce
20 duplication of effort among federal, state, and local agencies, and

(4) review, monitor, evaluate, and recommend improvements in federal, state, and local
22 programs to assist the homeless.

* **Sec. 5. POWERS OF TASK FORCE.** The Alaska Interagency Task Force on the Homeless may
23 request the cooperation, provision of technical assistance, and may utilize the services of executive
24 branch departments, federal agencies, local governments, consultants whose advice is considered
25 necessary to assist the task force in obtaining information, or any other person or entity to assist the task
26 force in fulfilling its duties under this Act

* **Sec. 6. REPORT AND RECOMMENDATIONS** (a) The Alaska Interagency Task Force on the
28 Homeless shall submit to the legislature by the third day of the Second Session of the Seventeenth
29 Alaska State Legislature a preliminary report of

FISCAL NOTE

Bill Version: CS5B 59/91

(S) Publish Date: 3-11-91

STATE OF ALASKA
1991 LEGISLATIVE SESSION

Revision Date: 2/8/91 Department Affected: Office of the Governor

Title: "An Act to establish the Alaska BRU: Commissions and Special Offices

Interagency Task Force on the Homeless; Component: Alaska Interagency Task Force on the Homeless

Sponsor: Senator Fahrenkamp

Requestor: Senate State Affairs COMPONENT SERIAL NO.

| | | | |
|---|---|--|--|
| N | a | | |
|---|---|--|--|

Expenditures/Revenues: (Thousands of Dollars)

| OPERATING | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 |
|-------------------|-------|-------|-------|-------|-------|-------|
| PERSONAL SERVICES | -0- | -0- | -0- | -0- | -0- | -0- |
| TRAVEL | | | | | | |
| CONTRACTUAL | | | | | | |
| SUPPLIES | | | | | | |
| EQUIPMENT | | | | | | |
| LAND & STRUCTURES | | | | | | |
| GRANTS, CLAIMS | | | | | | |
| MISCELLANEOUS | | | | | | |
| TOTAL OPERATING | -0- | -0- | -0- | -0- | -0- | -0- |

| | | | | | | |
|---------|--|--|--|--|--|--|
| CAPITAL | | | | | | |
|---------|--|--|--|--|--|--|

| | | | | | | |
|---------|--|--|--|--|--|--|
| REVENUE | | | | | | |
|---------|--|--|--|--|--|--|

FUNDING: (Thousands of Dollars)

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

POSITIONS:

| | | | | | | |
|-----------|-----|-----|-----|-----|-----|-----|
| FULL-TIME | n/a | n/a | n/a | n/a | n/a | n/a |
| PART-TIME | | | | | | |
| TEMPORARY | | | | | | |

Estimate of current year impact: none

ANALYSIS: (Attach a separate page if necessary.)
Task Force has been placed under the jurisdiction of the Legislative Council and therefore has no fiscal impact on the Office of the Governor

Prepared By Michael A. Nizich, Director Phone 465-2512
Division: Division of Administrative Services Date: 2/8/91

Approved by Commissioner: D. Max Hodol, Chief of Staff
Agency: Office of the Governor Date: 3-8-91

Distribution (by preparer): Legislative Finance, Legis Changes in CS5B 59/91 Agency, es).
Rev 10/90 have no fiscal impact. This fiscal note is appropriate. Page 1 of 1

3-26-91 *ML*

Revision Date: _____ Department Affected: _____
 Title: to establish the Alaska BRU: Public Assistance Administration
Special Interest Component: Admin
 Sponsor: Parsons
 Requester: _____ COMPONENT SERIAL NO. 2 3 4

Expenditures/Revenues (Thousands of Dollars)

| OPERATING | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 |
|-------------------|-------|-------|-------|-------|-------|-------|
| PERSONAL SERVICES | 0 | 0 | 0 | 0 | 1 | 1 |
| TRAVEL | 0 | 0 | 0 | 0 | 0 | 0 |
| CONTRACTUAL | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 0 | 0 |
| EQUIPMENT | 0 | 0 | 0 | 0 | 0 | 0 |
| LAND & STRUCTURES | 0 | 0 | 0 | 0 | 0 | 0 |
| GRANTS/CLAIMS | 0 | 0 | 0 | 0 | 0 | 0 |
| MISCELLANEOUS | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL OPERATING | 0 | 0 | 0 | 0 | 1 | 1 |

| | | | | | | |
|---------|---|---|---|---|---|---|
| CAPITAL | 0 | 0 | 0 | 0 | 0 | 0 |
| REVENUE | 0 | 0 | 0 | 0 | 0 | 0 |

FUNDING (Thousands of Dollars)

| | | | | | | |
|---------------|---|---|---|---|---|---|
| GENERAL FUND | 0 | 0 | 0 | 0 | 1 | 1 |
| FEDERAL FUNDS | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 1 | 1 |

POSITIONS

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

Estimate of current year impact: No fiscal impact

ANALYSIS: (Attach a separate page if necessary)

Changes in CS 5-37-87
have no fiscal impact.
fiscal note is appropriate.

No fiscal impact.

3-26-91
Date: _____ State Representative

Prepared by: John L. Hansen Phone: _____
 Division: Division of Public Assistance Date: 3/1/91

Approved by Commissioner: [Signature] Date: 2/1/91
 Agency: _____

Printed on by prepber Legislative Finance, Legislative Services, Requests, DRB & Improved Services

FISCAL NOTE

No. 3

Version: CSA 59(5)

(S) Publish Date: 2-11-91

STATE OF ALASKA
1991 LEGISLATIVE SESSION

Revision Date: _____
 Title: "An Act to establish the Alaska
 Interagency Task Force on the Homeless..."
 Sponsor: Senator Fahrenkamp
 Requestor: Senator Fahrenkamp

Department Affected: Legislative Affairs Agency
 BRU: Legislative Council
 Component: Council and Subcommittees

COMPONENT SERIAL NO:

Expenditures/Revenues (Thousands of Dollars)

| OPERATING | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 |
|-------------------|-------|-------|-------|-------|-------|-------|
| PERSONAL SERVICES | 50.9 | 0 | 0 | 0 | 0 | 0 |
| TRAVEL | 7.2 | 0 | 0 | 0 | 0 | 0 |
| CONTRACTUAL | 8.0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | | 0 | 0 | 0 | 0 | 0 |
| EQUIPMENT | | 0 | 0 | 0 | 0 | 0 |
| LAND & STRUCTURES | | 0 | 0 | 0 | 0 | 0 |
| GRANTS, CLAIMS | | 0 | 0 | 0 | 0 | 0 |
| MISCELLANEOUS | | 0 | 0 | 0 | 0 | 0 |
| TOTAL OPERATING | 66.1 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | |
|---------|---|---|---|---|---|---|
| CAPITAL | 0 | 0 | 0 | 0 | 0 | 0 |
|---------|---|---|---|---|---|---|

| | | | | | | |
|---------|---|---|---|---|---|---|
| REVENUE | 0 | 0 | 0 | 0 | 0 | 0 |
|---------|---|---|---|---|---|---|

FUNDING (Thousands of Dollars)

| | | | | | | |
|---------------|------|---|---|---|---|---|
| GENERAL FUND | 66.1 | 0 | 0 | 0 | 0 | 0 |
| FEDERAL FUNDS | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 |

POSITIONS

| | | | | | | |
|-----------|---|---|---|---|---|---|
| FULL-TIME | 1 | 0 | 0 | 0 | 0 | 0 |
| PART-TIME | 0 | 0 | 0 | 0 | 0 | 0 |
| TEMPORARY | 0 | 0 | 0 | 0 | 0 | 0 |

Estimate of current year impact

ANALYSIS (Attach a separate page if necessary)

see attached page

Changes in CSA 59 have no fiscal impact. This fiscal note is appropriate.

3-20-91 date AKL Date ALE Initiated

Prepared by: Janina A. Storvik, Director Janina A. Storvik Phone: 485-2500
 Division: Administrative Services Date: 3-20-91

Approved by: Warren W. Erickson, Executive Director Warren W. Erickson Date: 3-20-91
 Title: Legislative Affairs Agency

It is anticipated the Alaska Interagency Task Force on the Homeless will need staff assistance as follows:

PERSONAL SERVICES

Researcher Range 17A

| | |
|-------------------------|---------------|
| \$3,006 x 12 months= | \$36,072 |
| \$36,072 x 41% benefits | <u>14,835</u> |
| | \$50,907 |

509

TRAVEL

It is anticipated there will be 2 meetings of the Alaska Interagency Task Force on the Homeless. Travel for the majority of the sixteen members will be absorbed within their existing travel budgets. Travel is being requested for the following members of the task force: two members from the Alaska Coalition for the Homeless and two members, one each from two communities that have an identified homeless population. Also travel for above mentioned staff.

| | |
|--|----------------|
| 2 meetings x 4 task force members & 1 staff at 3 days each | |
| airfare - 2 meetings x 5 individuals = 10 airfares | |
| 10 airfares x \$435= | \$4,350 |
| per diem - 2 meetings x 5 individuals= 10 | |
| 10 x 3 days per diem= 30 | |
| 30 x \$95= | <u>\$2,850</u> |
| | \$7,200 |

72

CONTRACTUAL

Phones and postage - \$500 a month x 12 months= \$6,000

600

Advertising - advertising of public notice of meetings - \$1,000

100

Printing - of report - \$1,000

100

Alaska Interagency Task Force on the Homeless

This is an 18-member task force appointed by the Legislative Council. Recommendations and nominations are as follows:

Health and Social Services:

Division of Mental Health:

Robert (Bob) Hammaker, Community Support Programs and Homeless, Anchorage

Division of Alcoholism and Drug Abuse:

Loren Jones, Director, Juneau

Division of Public Assistance:

Jim Steele, Program Specialist, General Relief Medical Program, Juneau

Alaska Legal Services:

Barbara Hood, Staff Attorney, Anchorage

Department of Education:

Adult and Vocational Education:

Barbara Thompson, Adult Basic Education Supervisor, Juneau

Department of Revenue:

Alaska Housing Finance Corporation:

Mitzie Barker, Senior Planner, Anchorage

Military and Veterans Affairs:

Larry Landry, Director, Division of Veterans Affairs, Anchorage

Alaska State Housing Authority:

Barbara Baker, Deputy Director of Community and Resource Development, Anchorage

United States Department of Housing and Urban Development:

Colleen Craig, Director, Community Planning and Development Division, Anchorage

Alaska Council on Domestic Violence and Sexual Assault:

Andy Hamser, Chair, Homer (NOTE: The Council will be meeting on Friday, 9/6, and may wish to change their representative, in which case Mr. Hamser would delegate his position.)

Task Force on the Homeless

Page two

Alaska Job Service:

Jerry Kanago, Manager of Employment Service Office, Anchorage

United States Department of the Interior, Bureau of Indian Affairs:

Tim DeAsis, Assistant Area Director for Native Services, Juneau.

Alaska Coalition for the Homeless:

Eileen Cummings, Chair, Fairbanks

John Egan, Board Member, Juneau

Two Communities With Identified Homeless Population: One With Population Under 1,000:

Robert Brean, Director, Rural Development Division, Department of Community and Regional Affairs, Anchorage

Eileen Kozevnikoff, Executive Board Member, Tanana Chiefs Conference; Executive Director of Tanana Native Council, Tanana

Legislators:

Representative Kay Brown

Senator

Maximum amount of contract per year: \$ _____



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Subscriber, as debtor, grants WSI, and WSI, as secured party, retains a purchase money security interest in Purchased Equipment, including all accessions and attachments thereto and any proceeds thereof, until the applicable Equipment Charges are paid in full. A reproduction of this Agreement (including any relevant Schedules hereto) shall be sufficient as a financing statement.

10. Ownership and Use of Leased Equipment

Leased Equipment shall remain the sole and exclusive property of WSI. Subscriber shall not take any action which may, directly or indirectly, impair the value of the Leased Equipment or WSI's right, title and interest therein and shall immediately notify WSI of any legal proceeding affecting such Leased Equipment. Leased Equipment shall

be kept in Subscriber's sole possession at the address(es) specified on the applicable Schedule B1. WSI may enter Subscriber's premises during normal business hours to remove such Leased Equipment if Subscriber is in material breach of this Agreement.

11. Risk of Loss

Except as specifically provided herein, as of the date of installation of Equipment, Subscriber assumes all risk of loss and liability, whether or not covered by insurance, for any damage to or loss of Equipment or for property damage or personal injury arising out of or related to the Equipment provided hereunder.

12. Purchased Equipment Warranty and Service Agreement

Purchased Equipment shall be covered by the applicable warranties and/or service agreements set forth in the applicable Schedule B1.

13. Leased Equipment Warranty

WSI warrants that it shall maintain Leased Equipment in good operating condition. WSI shall perform all repairs and maintenance of Leased Equipment, or, at its option, may replace such Equipment. Subscriber will be billed for all damage to and repair or maintenance of Leased Equipment resulting from misuse, abuse, theft or any other cause, normal use excepted. Subscriber's exclusive remedy for breach by WSI of the Leased Equipment warranty shall be repair of the defective Leased Equipment or replacement upon its return to WSI. If WSI is unable to repair or replace defective Leased Equipment, Subscriber's exclusive remedy shall be to obtain a refund of the Equipment Charge(s) paid for the Leased Equipment in question during the period such Equipment was defective.

14. Disclaimer of Warranties and Limitation of Liability

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN SCHEDULES HERETO OR IN APPLICABLE LICENSE AGREEMENTS, ALL PURCHASED AND LEASED EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSCRIBER'S EXCLUSIVE REMEDY AND WSI'S AND WEST'S ENTIRE LIABILITY HEREUNDER, IF ANY, FOR ANY CLAIM(S) MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, FOR DAMAGES, INCLUDING ANY CLAIM(S) FOR PROPERTY DAMAGE OR PERSONAL INJURY, CAUSED BY PURCHASED OR LEASED EQUIPMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR NEGLIGENCE, FOR WHICH WSI OR WEST IS LEGALLY LIABLE SHALL BE LIMITED TO THE AMOUNT OF THE EQUIPMENT CHARGES PAID BY SUBSCRIBER FOR THE EQUIPMENT IN QUESTION. IN NO EVENT SHALL WSI OR WEST BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, PURCHASED OR LEASED EQUIPMENT OR SOFTWARE, EVEN IF WSI OR WEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. GENERAL PROVISIONS

15. Modification of Charges

The WESTLAW Charges, Software Charges and Equipment Charges (collectively "Charges") may be modified prior to the effective date of this Agreement and upon 30 days prior written notice ~~after the end of one year term hereof~~. Notwithstanding the foregoing, Charges for Features or Data provided by Contributors, including Third Party Services, may be modified as stated in the applicable Additional Terms. Charges are exclusive of sales, use and other taxes, which are the responsibility of Subscriber.

16. Billing and Payment

After the end of each WESTLAW billing cycle, Subscriber shall be sent an invoice or invoices setting forth all Charges incurred by Subscriber during such billing cycle. Subscriber shall pay the full amount of all such Charges within 30 days after receipt of each such invoice, if such

or ___ years from the execution of this Agreement, whichever event is earlier.

Subscriber will give West 30 days' notice before the ___-year period ends.

payment is not made, Subscriber may thereafter be charged up to the maximum legal interest on any unpaid balance.

17. Responsibility for Certain Matters

Subscriber shall be responsible for all access to and use of WESTLAW, Third Party Services, Data, Software and Equipment by Subscriber's personnel or by means of Subscriber's equipment or WESTLAW passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

18. Limitation of Claims

Except for claims relating to Charges or improper use of WESTLAW, Third Party Services, Data or Software, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use WESTLAW, Third Party Services, Data, Software or Equipment may be made, nor action based upon such claim brought, by any party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

19. Term and Termination

This Agreement shall become effective, subject to approval and execution by West in St. Paul, Minnesota, on the date Subscriber first accesses WESTLAW or Third Party Services and shall continue in force until terminated by any party upon at least 30 days prior written notice of termination to the other parties, ~~provided, however, that this Agreement may not be terminated prior to one year after the effective date hereof~~. Notwithstanding the foregoing, any party may terminate this Agreement immediately upon giving written notice of termination to the other parties if another party commits a material breach hereof.

20. Effect of Agreement

This Agreement (which shall include all current and future Schedules hereto and applicable Additional Terms) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. Except as otherwise provided herein, West or WSI may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice thereof. Any other amendment must be in writing and signed by all parties hereto.

21. Force Majeure

West's and WSI's performance hereunder is subject to interruption and delay due to causes beyond their reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

22. Notices

All notices hereunder shall be given in writing to West at 50 West Kellogg Boulevard, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: James E. Taylor, to WSI at 58 West Kellogg Boulevard, P.O. Box 64779, St. Paul, Minnesota 55164-0779, Attention: Andrew T. Pirocne, and to Subscriber at the address set forth below.

23. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. The Agreement is also subject to the Procurement Procedures of the Alaska State Legislature.

24. Other Provisions

West and WSI may exercise any rights or perform any obligations hereunder on behalf of the other. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by Subscriber without West's and WSI's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

25. Sole Source Justification. Attachment X is attached to and made a part of this Agreement.

26. Training. No training is required.



Schedule A to WESTLAW® Subscriber Agreement

Plan 2 Government Dial-Up Service

Available only to government personnel accessing WESTLAW for government purposes. Access by non-government personnel or for non-government purposes is strictly prohibited.

1. Monthly Subscription Charge

Subscriber shall pay a monthly subscription charge of \$100 per agency.

2. Monthly Charges

A. Usage and Features Charges

i. Standard Usage Options. Except as otherwise provided herein, Subscriber shall pay monthly usage charges pursuant to the usage option selected below. Subscriber may elect a different usage option or change its minimum monthly usage commitment under the Block Option by giving West written notice at least 30 days prior to the first day of a billing cycle, effective as of the first day of such billing cycle.

a. Hourly Option

| Hours of Use | Hourly Usage Rate | Cumulative Charges |
|--------------|-------------------|--------------------|
| 0-3 | \$ 128 | \$ 384 |
| 4-30 | 123 | 3,705 |
| 31-Up | 118 | |

b. Block Option (complete minimum hours)

Minimum Monthly Usage Commitment: _____ hours

Under the Block Option, each agency must commit to a minimum monthly use of no fewer than 25 hours for which it agrees to pay a monthly block usage charge pursuant to the following schedule, regardless of actual use. Use of Current Awareness Databases, Specialty Databases and WESTLAW Features shall not be applied against the minimum monthly usage commitment. Agencies are not permitted to aggregate use for billing purposes under the Block Option. Hours used in excess of the monthly usage commitment shall be billed at the excess rate set forth in the following schedule:

| Minimum Monthly Usage Commitment (in hours) | Monthly Block Usage Charge | Excess Hourly Rate |
|---|----------------------------|--------------------|
| 25 | \$ 3,050 | \$ 122.00 |
| 50 | 5,900 | 118.00 |
| 75 | 8,550 | 114.00 |
| 100 | 10,600 | 106.00 |
| 200 | 19,600 | 98.00 |
| 300 | 28,500 | 95.00 |
| 400 | 36,400 | 91.00 |
| 500 | 43,500 | 87.00 |
| 750 | 58,875 | 78.50 |

Over 750 Available upon request

Usage charges begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected.

ii. Special Usage Charges. Special usage charges shall apply to the database classifications indicated below:

- a. **Allfile Databases.** Each hour of use of the Allfile Databases as identified in the WESTLAW Directory shall count as 1.5 hours of use.
- b. **Current Awareness Databases.** The charge for use of the Current Awareness Databases as identified in the WESTLAW Directory shall be \$73 per hour.
- c. **Specialty Databases.** The charge for use of the Specialty Databases as identified in the WESTLAW Directory shall be \$198 per hour.

iii. WESTLAW Features Charges. WESTLAW Features charges shall apply to the Features set forth below. Communications and offline transmission charges shall also apply.

a. **WESTCheck™ Automated Citation Checking Charges.**

Subscriber shall pay the following charges for automated citation checking on WESTLAW with WESTCheck software:

| | |
|----------------------|---------------------|
| Content Verification | \$.50 per citation |
| Insta-Cite | 2.50 per citation |
| Shepard's | 2.50 per citation |
| Shepard's PreView | 1.25 per citation |

No usage charges apply to WESTCheck automated citation checking on WESTLAW.

b. **EZ ACCESS™ Charges.** Subscriber shall pay EZ ACCESS charges for use of the EZ ACCESS feature at the rate of \$73 per hour. Usage charges as set forth herein shall apply to databases and services entered through EZ ACCESS.

c. **DIALOG ON WESTLAW Charges.** Subscriber shall pay monthly usage charges for use of Dialog Databases as identified in the WESTLAW Directory pursuant to the following schedule:

| Database Classification | Hourly Usage Rate |
|-------------------------|-------------------|
| Dialog 1 | \$ 45 |
| Dialog 2 | 76 |
| Dialog 3 | 93 |
| Dialog 4 | 118 |
| Dialog 5 | 143 |
| Dialog 6 | 193 |
| Dialog 7 | 243 |
| Dialog 8 | 293 |

In addition to the usage charges, transaction charges apply to each document or citation displayed, offline printed or offline downloaded from certain Dialog Databases. The SCOPE screen for each individual database lists its database classification and the applicable transaction charges, if any.

Additional Terms. West may modify DIALOG ON WESTLAW Charges upon 30 days prior written notice to Subscriber. Certain Dialog Databases are subject to additional terms and conditions of use which are set forth in the most current Database Supplier Terms and Conditions, a copy of which shall be made available to Subscriber from time to time.

B. Communications Charges

Subscriber shall pay communications charges at the rate of \$13 per hour for local network access and \$21 per hour for WATS network access within the contiguous United States and at the rate of \$22 per hour for local network access from locations in Alaska, Hawaii, and Puerto Rico. Communications charges for access from other locations outside the contiguous United States are available upon request. The hourly rate shall be increased \$5 per hour for access at a baud rate greater than 1200 baud. Communications charges shall begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected.

C. Offline Transmission Charges

Subscriber shall pay offline transmission charges at the rate of \$.02 per standard format line, regardless of format selected, for all offline transmission except from Dialog Databases. The offline transmission charge from Dialog Databases shall be \$.025 per standard format line. No per line offline transmission charges apply to Dialog Databases to which transaction charges apply. Offline transmission charges apply to printing, downloading and use of WESTPRINT, West's print and mail service. A \$15 handling charge per individual user per day shall also be charged for use of WESTPRINT. Usage charges of \$28 per hour and communications charges shall apply to offline transmission.

3. Training Charges

Each of Subscriber's personnel who will use WESTLAW must complete a WESTLAW basic training session. Basic training shall be provided to Subscriber at a charge of \$70 per trainee with a minimum training charge of \$280 for the initial session. The maximum training charge to be paid by each agency for basic training shall be \$2,100. For each trainee, Subscriber shall receive up to one hour of free Standard Usage and Allfile Database use which must be used by such trainee within 15 days of such trainee's basic training session. Communications charges shall also be waived for such use.

WEST PUBLISHING COMPANY

By _____
Title _____
Date _____

WEST SERVICES, INC.

By _____
Title _____
Date _____

SUBSCRIBER

Signature _____
Representative Cliff Davidson
Title Vice-Chair
Alaska Legislative Council
Date _____

Firm Name THE STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
Address P.O. BOX Y
STATE CAPITOL
JUNEAU, AK 99811-3101

Contact _____
Telephone _____

PRICE PLAN (must be completed)
Schedule A - Plan 2

Sufficient money is available in an appropriation to be encumbered for the first year of the contract.

CERTIFYING AUTHORITY

WARREN ENDICOTT DATE
EXECUTIVE DIRECTOR
LEGISLATIVE AFFAIRS AGENCY

APPROVED AS TO FORM

Theresa J. Bannister 8-28-91
Legal Counsel DATE

SOLE SOURCE JUSTIFICATION

The subscriber agreement between the Legislative Affairs Agency ("Agency") and West Publishing Company and West Services, Inc. (jointly "West") for WESTLAW, a computer-assisted legal research service, is exempt from the solicitation requirements of sec. 030 of the Legislature's Procurement Procedures because there is a single source of the required services (Procurement Procedures sec. 040(a)(1)).

The Agency requires computer-assisted legal research services that do not require the Agency to retrain its personnel. WESTLAW is the only satisfactory system of its type that the Agency can use without retraining its personnel. The Agency has used WESTLAW successfully and with satisfaction for approximately nine years, so its continued use would not require retraining. Selection of another system would require a significant investment of staff time for retraining, as well as the purchase of training services.

Attachment X

3041
3330

VIA FAX AND AIRBORNE EXPRESS

August 28, 1991

Mr. Warren Endicott
Executive Director
Legislative Affairs Agency
P. O. Box Y
Juneau, Alaska 99811-3101

RECEIVED

AUG 29 1991

L.A.A.

Re: 3111 C Street, Lease Renewal

Dear Warren,

At your request as communicated by Linda Fink of your office, we have prepared a lease proposal for the renewal of the Legislative Affairs Agency lease at 3111 C Street. Linda Fink indicated that you would prefer a five year initial term with five year renewal options. The following lease proposal represents a modification of your request that we feel should be very attractive to the State of Alaska.

Our proposal to you consists of a seven year initial term with three one year options. The first two years of the initial term would be at a monthly rental rate of \$28,105 as adjusted annually by the existing CPI clause. This is the amount you are currently paying monthly and effectively allows you to take the two one year options that you missed in your initial lease. The remaining five years of the initial term would be at a fixed rental rate of \$1.78 per square foot per month and adjusted annually by the CPI clause. This rate would be calculated on the actual footage occupied. The three one year options after the initial seven year lease term would be at a rental rate of \$2.06 per square foot per month. This proposal allows the State to maintain their current rental obligation for the next two years and secure, two years in advance, a rental rate for a period of five years that is competitive in today's market. The rental rates for both the five year period and the three one year options were arrived at by using the original lease bid rate of \$1.49 per square foot and compounding a 3% annual increase. This proposal is consistent with our original submittal to you as outlined in my letter dated July 17, 1990. Since that time, the Class A office space rates in the Anchorage market have continued to escalate along with overall occupancy rates

Warren Endicott
August 28, 1991
Page 2

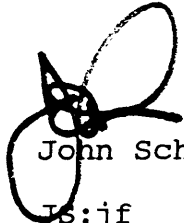
increasing. I believe the combination of the reasonable average rental rate for the renewal term along with the excellent midtown location, Class A improvements and amenities of the building provides the State Legislature with the best value available in the Anchorage market.

We appreciate your cooperation in reviewing the possibility of consolidating the State's offices in the southeast area of the first floor and occupying additional space on the fourth floor in an effort to satisfy the expansion needs of Northrim Bank. This reconfiguration is more specifically outlined in my correspondence to you dated October 2, 1990. We expect the bank will project the expansion of their first floor facility to incorporate a portion of the southwest side of the lobby area. Through the renewal process with the State of Alaska, we intend to solidify the bank's requirements and insure that any relocation is done without compromise on your part.

Thank you for the opportunity to submit this proposal to you. At your convenience, we are available to meet with you next week to discuss this lease renewal in more detail. We look forward to having the State Legislative Affairs Agency as a tenant at 3111 C Street for many years to come.

Please don't hesitate to contact me should you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "John Schwamm", with a large, stylized flourish extending upwards and to the left.

John Schwamm

Is:jf

cc: Tim Babcock, MIG Realty Advisors, Inc. (Fax and U.S. Mail)

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

TO: Representative Cliff Davidson, Vice Chair
Legislative Council

FROM: Warren W. Endicott *WWS*
Executive Director

DATE: August 29, 1991

SUBJECT: Travel and Per Diem Policies

Attached is a memorandum from Representative Larson, Chair of Legislative Budget and Audit, indicating that committee adopted a formal policy defining the travel and per diem allowance for members as outlined in the attached memorandum from Randy Welker.

I recommend that the Legislative Council also adopt a travel policy consistent with the policy adopted by the Legislative Budget and Audit Committee which would read:

Overnight Travel

Legislators are entitled to receive short term per diem when traveling overnight. On the day of return, legislators are entitled to a prorated meal allowance based on the hour of return to their home. The presiding officers may authorize payment of actual hotel costs plus meal allowance if per diem amounts are inadequate.

Same Day Travel

Legislators are entitled to a meal allowance for travel away from home for the day.

Memo to Representative Davidson
August 29, 1991
Page 2

Long Term Per Diem

Legislators are entitled to receive long term per diem for: the day of return from an overnight trip; for same day travel of more than four hours; and for any day of legislative business of more than four hours. Long term per diem must be specifically requested by the legislator.

Attachments

State of Alaska

Rep. Ronald Larson

CHAIRMAN

Sen. Jay Kerttula

VICE-CHAIRMAN

Sen. Dick Eliason

Sen. Al Adams

Sen. Jim Duncan

Sen. Curt Menard

Sen. Lyman Hoffman

Rep. Pat Carney

Rep. Eileen MacLean

Rep. Kay Brown

Rep. Fran Ulmer

Rep. Terry Martin



Legislative Budget and Audit Committee

MEMORANDUM

WHILE IN SESSION

P.O. Box V
Juneau, Alaska 99811
(907) 465-3727

INTERIM ADDRESS

P.O. Box 53
Palmer, Alaska 99645
(907) 745-3826

RECEIVED

JUL 11 1991

L.A.A.

TO

Senator Bettye Fahrenkamp, Chair
Alaska Legislative Council

Representative Cliff Davidson, Vice-Chair

Members of Alaska Legislative Council

FROM:

R.L.
Representative Ron Larson, Chair
Legislative Budget & Audit Committee

DATE:

July 5, 1991

SUBJECT:

Travel and Per Diem Policies

At its June 28, 1991 meeting, the Budget and Audit Committee considered the attached memorandum regarding committee travel policies. They were adopted for members of the Finance Committees and the Budget and Audit Committee.

The committee recommends that the policies adopted be considered by Legislative Council to apply to all legislative functions. Uniform administrative practices would significantly reduce the confusion caused by differing policies and enhance organizational efficiencies.

Attachment

cc: Warren Endicott

Legislative Budget & Audit Committee Members



Alaska State Legislature

Official Business

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

M E M O R A N D U M

TO: Members of the Legislative Budget
and Audit Committee

FROM: Randy S. Welker *Randy*
Legislative Auditor

DATE: June 28, 1991

RE: Committee Travel Policy

Due to recent changes in the travel and per diem policies of the Department of Administration, the Committee should consider adoption of a formal policy defining the travel and per diem allowance for members. Staff will continue to be paid in accordance with the policies applicable to all state employees.

I have discussed the changes with the Legislative Affairs Agency and, in the interest of consistency, propose the following policy language:

Overnight Travel

Committee members are entitled to receive short term per diem when traveling overnight. On the day of return, members are entitled to a prorated meal allowance based on the hour of return to their home. The Chairman may authorize payment of actual hotel costs plus meal allowance if per diem amounts are inadequate.

Same Day Travel

Committee members are entitled to a meal allowance for travel away from home for the day.

Long Term Per Diem

Members are entitled to receive long term per diem for: the day of return from an overnight trip; for same day travel of more than four hours; and for any day of Committee related work of more than four hours. Long term per diem for days not related to a Committee meeting must be approved in advance by the Chairman. Long term per diem must be specifically requested by the member.


STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

TO: Senator Fred Zharoff
Representative Johnny Ellis

FROM: Warren W. Endicott 
Executive Director

DATE: August 7, 1991

SUBJECT: Legislative Office Space Allocation

Per AS 24.05.190 regarding control of legislative space by the Legislative Affairs Agency as directed by the Legislature, the following legislative space is allocated as shown below:

SENATE - CAPITOL

HOUSE - CAPITOL

Ground Floor

Ground Floor

Room 7
9
11
30

Room 13
15
17
24

Legislative Affairs Agency occupies Rooms 3 (Documents), 5 (Supply), 12 (Building Manager's Office), and the Boiler Room, Shop Area.

First Floor

First Floor

Room 100
101
103
105
107
109
111
113

Room 102
102A
104
106
108
110
112
114

First Floor Continued

115
117
119
121
123
125

First Floor Continued

116
118
120
122
124
126
128

SENATE - CAPITOL

Second Floor

1/2 of Room 201 (Lounge)
Room 203
205
211
213
215
219
Senate Chamber

HOUSE - CAPITOL

Second Floor

1/2 of Room 201 (Lounge)
Room 200
204
206
208
210
214
216
Equipment Room
— House Chamber
Speaker's private office
is not numbered - it is
between 214 and 210

Fourth Floor

Room 413
417
419
423
425
427

Fourth Floor

Room 405
409
411
415
421

Fifth Floor

Room 504
530
506
508
510
512
514
516
518

Fifth Floor

Room 500
502
501
503
505
507
509
511
513

Fifth Floor Continued
Sen. Fin. Committee Room

Fifth Floor Continued
515
517
521
House Fin. Committee Rm.

The "Penthouse" is occupied by Legislative Affairs Agency for a computer and telephone distribution center.

DIMOND COURT BUILDING

Entire 6th floor is assigned to the House of Representatives, Rooms 600 through 614.

I will ask Legislative Council to ratify this allocation at their meeting.

cc: All Legislative Council Members

STATE OF ALASKA
THE LEGISLATURE

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

LEGISLATIVE AFFAIRS AGENCY

RECEIVED

SEP 03 1991

L.A.A.

MEMORANDUM

TO: Warren W. Endicott, Executive Director
FROM: Malcolm McGregor, Building Manager *Malcolm McGregor*
SUBJECT: Moveable Wall between Rooms 203 and 205
DATE: September 3, 1991

After seeking information and informal quotations from three local vendors, I submit the following:

| <u>Manufacturer</u> | <u>Est. Delivery</u> | <u>Model #</u> | <u>STC Rating</u> | <u>Wt./ Sq. Ft</u> | <u>Price Vinyl Covering</u> | <u>Price Carpet Covering</u> |
|---------------------|------------------------|----------------|-------------------|--------------------|-----------------------------|------------------------------|
| Kwik-Wall | FOB Jnu 6 Weeks | 2540 | 48 | 7.5# | \$6,489. | \$7,200. |
| Kwik-Wall | FOB Jnu 9 Weeks | 3540 | 52 | 9.4# | \$9,449. | \$10,170. |
| Hufcor | FOB Jnu 11-13 Weeks | 5530 | 43 | 7.5# | | \$5,600. |
| Hufcor | FOB Jnu 11-13 Weeks | 7560 | 53 | 11.4# | | \$10,350. |

The STC rating is a measure of the wall as a sound barrier, and is directly related to the weight of the wall per square foot. Even though Hufcor's Model 7560 has a one point advantage over Kwik-Wall's Model 3540 in STC rating, the Kwik-Wall is two pounds lighter per square foot.

Kwik-Wall Custom makes their wall to fit the opening; Hufcor leaves us with 7 3/8 inches to build out from each end.

Kwik-Wall's estimated delivery is 5 to 6 weeks; Hufcor's is 11 to 13 weeks.

I recommend the Kwik-Wall quotation of \$10,170.00 submitted by Don

Warren W. Endicott

-2-

September 3, 1991

Abel Building Supply for a Kwik-Wall Model 3540 be accepted.

The Agency will provide a suitable beam to support the folding wall and install it all in-house.

MCG/jmp

465 2918



BUILDING
SUPPLIES,
INC.

9999 Glacier Highway • Juneau, Alaska 99801 • Telephone: (907) 789-2155 • FAX: (907) 789-4146

MALCOLM-

STC 52 WALL SYSTEM FOB JUNEAU.

\$ 9449⁰⁰ NET W/STANDARD UNYLE

\$ 10,170⁰⁰ NET W/CARPET

LEAD TIME IS 5 ~~OR~~ WEEKS.

Thanks,
\$