

05hr_SC-JCEDCA_sb0515_pt01



(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

2005-06

(session year)

Senate

(Assembly, Senate or Joint)

Committee on ... Job Creation, Economic Development and Consumer Affairs (SC-JCEDCA)

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

* Contents organized for archiving by: Mike Barman (LRB) (August/2012)

Senate

Record of Committee Proceedings

Committee on Job Creation, Economic Development and Consumer Affairs

Senate Bill 515

Relating to: certification of woman-owned businesses, providing an exemption from emergency rule procedures, granting rule-making authority, and making an appropriation.

By Senators Roessler, Olsen, Harsdorf, Brown, Darling, Zien, S. Fitzgerald, Kapanke and A. Lasee; cosponsored by Representatives Strachota, Kaufert, Albers, Ballweg, Gronemus, Ott, Owens, Seidel and Wasserman.

January 20, 2006 Referred to Committee on Job Creation, Economic Development and Consumer Affairs.

March 1, 2006 **PUBLIC HEARING HELD**

Present: (4) Senators Kanavas, Zien, Lassa and Decker.

Absent: (1) Senator Reynolds.

Appearances For

- Carol Roessler, Madison — Senator
- Elizabeth Nemecek, Neenah

Appearances Against

- None.

Appearances for Information Only

- None.

Registrations For

- Jennifer Shilling, La Crosse — Representative, Wisconsin State Assembly

Registrations Against

- None.

March 1, 2006 **EXECUTIVE SESSION HELD**

Present: (4) Senators Kanavas, Zien, Lassa and Decker.

Absent: (1) Senator Reynolds.

Moved by Senator Lassa, seconded by Senator Zien that **Senate Bill 515** be recommended for passage.

Ayes: (4) Senators Kanavas, Zien, Lassa and Decker.
Noes: (0) None.
Absent: (1) Senator Reynolds.

PASSAGE RECOMMENDED, Ayes 4, Noes 0

James Michel
Committee Clerk

SENATE BILL 515 (LRB -4007)

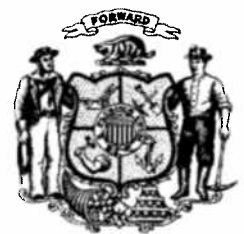
An Act to renumber 560.035; to amend 560.035 (title); and to create 20.143 (1) (gr) and 560.035 (1) of the statutes; relating to: certification of woman-owned businesses, providing an exemption from emergency rule procedures, granting rule-making authority, and making an appropriation.

2006

01-20.	S.	Introduced by Senators Roessler, Olsen, Harsdorf, Brown, Darling, Zien, S. Fitzgerald, Kapanke and A. Lasee ; cosponsored by Representatives Strachota, Kaufert, Albers, Ballweg, Gronemus, Ott, Owens, Seidel and Wasserman .	
01-20.	S.	Read first time and referred to committee on Job Creation, Economic Development and Consumer Affairs	543
02-03.	S.	Fiscal estimate received.	
03-01.	S.	Public hearing held.	
03-01.	S.	Executive action taken.	
03-04.	S.	Report passage recommended by committee on Job Creation, Economic Development and Consumer Affairs, Ayes 4, Noes 0	685
03-04.	S.	Available for scheduling.	
03-06.	S.	Placed on calendar 3-7-2006 by committee on Senate Organization.	
03-07.	S.	Senator Kanavas added as a coauthor	695
03-07.	S.	Read a second time	699
03-07.	S.	Referred to joint committee on Finance	699
03-07.	S.	Withdrawn from joint committee on Finance and taken up	699
03-07.	S.	Ordered to a third reading	699
03-07.	S.	Rules suspended	699
03-07.	S.	Read a third time and passed , Ayes 31, Noes 1	699
03-07.	S.	Senator Lassa added as a coauthor	695
03-07.	S.	Senator Robson added as a coauthor	695
03-07.	S.	Ordered immediately messaged	700
03-07.	A.	Received from Senate	910
03-07.	A.	Read first time and referred to committee on Rules	912
03-07.	A.	Placed on calendar 3-9-2006 by committee on Rules.	
03-07.	A.	Made a special order of business at 10:54 A.M. on 3-9-2006 pursuant to Assembly Resolution 51	933
03-09.	A.	Read a second time	954
03-09.	A.	Ordered to a third reading	954
03-09.	A.	Rules suspended	954
03-09.	A.	Read a third time and concurred in	954
03-09.	A.	Representative Shilling added as a cosponsor	954
03-09.	A.	Ordered immediately messaged	954
03-10.	S.	Received from Assembly concurred in	743
03-17.	S.	Report correctly enrolled on 3-17-2006	748
04-13.	S.	Presented to the Governor on 4-13-2006	772
04-19.	S.	Report approved by the Governor on 4-19-2006. 2005 Wisconsin Act 358	777
04-21.	S.	Published 5-2-2006	781



WISCONSIN STATE LEGISLATURE



AmeriPrint Graphics Inc.

2065 American Drive · Neenah, WI 54956
(920) 733-0468 · FAX (920) 733-3393
e-mail: pride@amprint.com
www.amprint.com

Date?

State of Wisconsin Hearing Bill 515

Who Are You:

Elizabeth R Nemecek. President and CEO of AmeriPrint Graphics Inc., Neenah

What Does Your Firm Do:

We are a commercial printer serving companies nationwide , 90% of our work comes from out of state companies. We produce products for many Fortune 500 companies including GM, Fed Ex, AT&T etc.

What is your employment base and payroll:

We currently employ 47 staff, with an annual payroll of 1.5 million last year.

How long have you been in business:

14 years.

What are your annual sales?

In excess of 5 million in sales last year.

Why are you here to support this bill?

As stated before 90% of my company's work comes from out of the state of Wisconsin. Both the Federal Government and many companies provide numerous business opportunities for certified minority and women owned businesses. This not only includes set asides, but assistance in R&D, product development and equipment finance. An example is that one of my largest customers recently assisted a certified minority/women owned business in an expansion by providing a purchase contract for manufacturing a product line, equipment purchase backing and technical assistance. Even though my firm fit all the requirements of this program, because the State of Wisconsin does not certify Women owned businesses, this opportunity went to an Illinois company and not a Wisconsin one. This is not an isolated example to me or any other woman owned business.

Won't this affect other minority businesses?

All the certification process will do is put women owned businesses on a par with other states that recognize and certify women owned businesses. I/we are not asking for preferred treatment, only to have the same opportunities that are afforded women businesses at the Federal and other state level. These opportunities are now going to other states and not providing jobs in Wisconsin.



AmeriPrint Graphics Inc.

2065 American Drive · Neenah, WI 54956
(920) 733-0468 · FAX (920) 733-3393
e-mail: pride@amprint.com
www.amprint.com

Why not pursue other certification?

It's a personal feeling that if you "buy" certification, it is no different than buying a college degree from a mail order company. It does not carry the same effect as a State certification. Plus the cost and the fact that most of these certification organizations are east coast based. It would be easier to change my State of Incorporation and apply for certification from that state, which is an option.

Any other comments? None other than when the law was originally written in 1984 it specifically excluded women, where other federal and state certification processes embraced them. I think this flaw alone is reason to correct this oversight.

I am 51% owner of the company, and CEO, along with registered agent. I have been named Woman Manager of the year. Woman Business owner of the year and an Athena Award recipient. I handle sales, finance and HR along with marketing for my firm. By all definitions of the current law as applied to companies that meet the racial and ethnic requirements I and my firm meets the law as presently written and interpreted. And after 15 years of doing this, I think I have demonstrated that I am more than "the little woman doing her nails". Ask my employees, customers, bankers or suppliers, the rooster may crow, but the hen delivers the goods.

With pride,



Beth Nemecek
AmeriPrint Graphics Inc.



Printing Trade Customs

1 Quotation. A quotation not accepted within 30 days may be changed.

2 Orders. Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.

3 Experimental Work. Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

4 Creative Work. Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

5 Accuracy of Specifications. Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials don't conform to the information on which the original quotation was based.

6 Preparatory Materials. Art work, type, plates, negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.

7 Electronic Manuscript or Image. It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

8 Alterations/Corrections. Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

9 Prepress Proofs. The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. with corrections," or "Revised proof required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.;
- requests for changes are communicated orally.

10 Press Proofs. Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

11 Color Proofing. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

12 Over-Runs or Under-Runs. Over-runs or under-runs will not exceed 10 percent of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

13 Customer's Property. The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

14 Delivery. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

15 Production Schedules. Production schedules will be established and followed by both the customer and provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

16 Customer-Furnished Materials. Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.

17 Outside Purchases. Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18 Terms/Claims/Liens. Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications.

The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19 Liability.

1. Disclaimer of Express Warranties: Provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work harmful to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

2. Disclaimer of Implied Warranties: The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

20 Indemnification. The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

1. Copyrights. The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction.

To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

2. Personal or economic rights. The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- promptly notifies the customer of the legal action;
- gives the customer reasonable time to undertake and conduct a defense.

The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

21 Storage. The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

22 Taxes. All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

23 Telecommunications. Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

AmeriPrint



BETH NEMECEK

Printing With Pride

AmeriPrint Graphics Inc.
2065 American Drive
Neenah, WI 54956

Phone 920-733-0468 x228
FAX 920-733-6618

e-mail Beth_Nemecek@amprint.com
www.amprint.com