

2005 DRAFTING REQUEST

Bill

Received: **03/15/2005**

Received By: **csundber**

Wanted: **As time permits**

Identical to LRB:

For: **James Kreuser (608) 266-5504**

By/Representing: **Nancy Krifka**

This file may be shown to any legislator: **NO**

Drafter: **csundber**

May Contact:

Addl. Drafters:

Subject: **Trade Regulation - other**

Extra Copies:

Submit via email: **YES**

Requester's email: **Rep.Kreuser@legis.state.wi.us**

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Require advance notice of automatic renewal or extension of contract for business services or lease of business equipment

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	csundber 04/22/2005	wjackson 04/28/2005	pgreensl 04/28/2005	_____	sbasford 04/28/2005		
	csundber 02/22/2006	wjackson 02/22/2006		_____			
/1			rschlue 02/22/2006	_____	lnorthro 02/22/2006	lnorthro 02/22/2006	

FE Sent For:

~~advis~~ home
~~2/20~~

<END>

2005 DRAFTING REQUEST

Bill

Received: **03/15/2005**

Received By: **csundber**

Wanted: **As time permits**

Identical to LRB:

For: **James Kreuser (608) 266-5504**

By/Representing: **Nancy Krifka**

This file may be shown to any legislator: **NO**

Drafter: **csundber**

May Contact:

Addl. Drafters:

Subject: **Trade Regulation - other**

Extra Copies:

Submit via email: **YES**

Requester's email: **Rep.Kreuser@legis.state.wi.us**

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Require advance notice of automatic renewal or extension of contract for business services or lease of business equipment

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	csundber 04/22/2005	wjackson 04/28/2005	pgreensl 04/28/2005	_____	sbasford 04/28/2005		
	csundber 02/22/2006	wjackson 02/22/2006		_____			
/1			rschluet 02/22/2006	_____	lnorthro 02/22/2006		

FE Sent For:

<END>

2005 DRAFTING REQUEST

Bill

Received: 03/15/2005

Received By: **csundber**

Wanted: **As time permits**

Identical to LRB:

For: **James Kreuser (608) 266-5504**

By/Representing: **Nancy Krifka**

This file may be shown to any legislator: **NO**

Drafter: **csundber**

May Contact:

Addl. Drafters:

Subject: **Trade Regulation - other**

Extra Copies:

Submit via email: **YES**

Requester's email: **Rep.Kreuser@legis.state.wi.us**

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Require advance notice of automatic renewal or extension of contract for business services or lease of business equipment

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	csundber 04/22/2005	wjackson 04/28/2005	pgreensl 04/28/2005		sbasford 04/28/2005		

FE Sent For:

/1 Wlj 2/22

[Handwritten signature]
2005

<END>

2005 DRAFTING REQUEST

Bill

Received: **03/15/2005**

Received By: **csundber**

Wanted: **As time permits**

Identical to LRB:

For: **James Kreuser (608) 266-5504**

By/Representing: **Nancy Krifka**

This file may be shown to any legislator: **NO**

Drafter: **csundber**

May Contact:

Addl. Drafters:

Subject: **Trade Regulation - other**

Extra Copies:

Submit via email: **YES**

Requester's email: **Rep.Kreuser@legis.state.wi.us**

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Require advance notice of automatic renewal or extension of contract for business services or lease of business equipment

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	csundber	1 Wj 4/28	4/28 ps	4/28 ps/K			

FE Sent For:

<END>

3/15/04 Nancy (Kremer) or lease of
contracts for purchase of bus. equip
and purchase of business services.
lessor/seller must provide
advance notice of automatic
renewal or extension ("evergreen
clauses"?) and notice of change
in price of goods or services
upon renewal or extension.

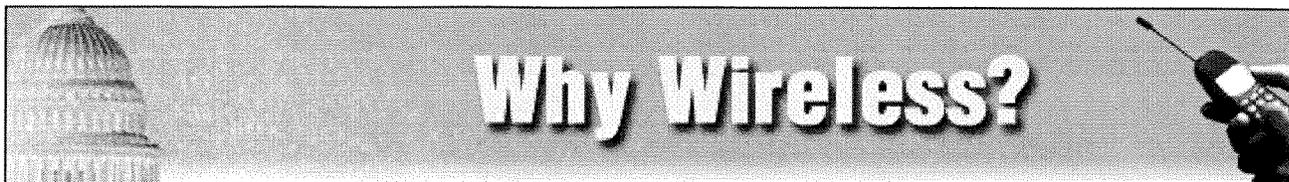
* has cont'd Russ Whitehead

* there was a similar prov. rel'd to
telecom a couple years ago?

Violation of notice req't = breach of contract.

* Exception for employment contracts

* if necessary, exception for gov't
procurement (Fed + State)



WASHINGTON TECHNOLOGY

▶ CURRENT ISSUE

▶ FREE SUBSCRIPTION

▶ FREE

Tuesday March 15, 2005
Updated 5:22 PM EST March 15

BUSINESS INTELLIGENCE FOR GOVERNMENT SYSTEMS INTEGRATORS

PostNet
▼ Visit our
Government
F

Search site

Advanced Search **GO**

Quickfind | Help

GO

09/13/04; Vol. 19 No. 12

Infotech and the law: Sad state of affairs for small business in federal contracting

By Jonathan Cain



Congress gave government agencies a goal of contracting 23 percent of their business with small entities. In 2002, only 19.3 percent of government work went to small businesses, 3.5 percent less than in 2001. The Small Business Administration recently reported that the picture improved in 2003, with 23.6 percent of federal contract dollars going to small businesses.

However, the gain may or may not hold up. Audits by the Government Accountability Office of the Federal Procurement Data System have uncovered widespread errors in the FPDS data, and GAO warns that the data is not reliable for procurement policy decisions. Moreover, GAO audits of Defense Department procurements over the past 10 years show a steady decline in the percentage of contract dollars going to small business.

Since 2000, the total amount of federal procurement dollars going to small businesses is essentially unchanged -- though at some agencies, the funds have decreased -- despite big growth in overall government procurement. The Defense Department hands out the greatest number of small-business contracts, but there has been a marked decline in both the number of contracts awarded to small firms and the total contract dollars awarded.

The Energy Department is the second largest federal contractor in dollars awarded, but it gave only 4 percent of its contracts to small businesses in 2003.

Tools are available to federal agencies to improve small-business opportunities to compete for government work and to award suitable prime contracts to responsible small businesses. If agencies are committed to continuing gains in small business participation, these tools must be exploited.

In July, a decision in a case that had been making its way through the federal courts since 1998 upheld the

Printer-Friendly Version E
Purchase A Reprint *

NEWS BY TOPIC

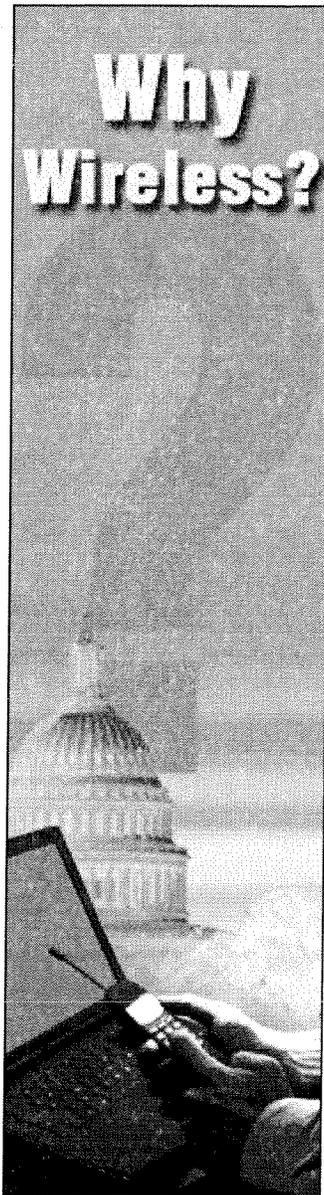
- [Budget / policy / legislation](#)
- [Contract awards](#)
- [Defense](#)
- [E-government](#)
- [Emerging technology](#)
- [Enterprise architecture](#)
- [Financial markets](#)
- [Homeland Security](#)
- [Industry news](#)
- [Mergers / acquisitions](#)
- [Outsourcing](#)
- [Resellers / distributors](#)
- [Security](#)
- [Small Business](#)
- [State and local](#)
- [Telecom / IT infrastructure](#)
- [Top 100](#)

SPONSOR MESSAGE

SPONSOR INFORMATION AND AN

**Get Up CI
and Person**

SPONSOR INFORMATION AND AN



Why Wireless?

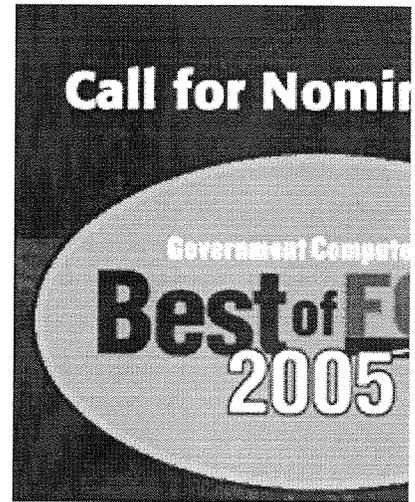
constitutionality of the 2003 reauthorization by Congress of the so-called Section 1207 price evaluation preference for small, disadvantaged businesses. The Section 1207 preference, enacted in 1987, states that at least 5 percent of defense contracts are to go to small, disadvantaged businesses and that competing bids by large businesses or those not disadvantaged should be adjusted up by 10 percent.

The preference had been deemed insufficiently race-neutral under Supreme Court precedents from the early 1990s. The recent federal court decision held that Congress had enough statistical evidence that socially and economically disadvantaged contractors were not getting a fair share of federal contracts when it reauthorized the program and crafted the program narrowly to help federal agencies meet their small, disadvantaged contracting goals.

GSA took a positive step earlier this year when it addressed the fact that many of its Federal Supply Schedule contractors that offer products as grew into large businesses long ago. Because the schedule contracts are awarded with multiple evergreen renewal options, and size is only determined at the beginning of the contract, a business small when it received its schedule would continue to be considered small 15 or more years later, outgrown the criteria.

Now Congress and the Office of Management and Budget need to address contract bundling, a dispute that bundling equals fewer, larger contracts that are unsuitable for small businesses, as contracts usually do not offer opportunities to small businesses, even as first-tier subcontractors. OMB need to match their rhetoric with support for proven tactics to enhance small-business federal procurement.

Jonathan Cain is a member of the law firm Mintz Levin Cohn Ferris Glovsky & Popeo PC in Re opinions expressed in this article are his. He can be reached by e-mail at jcain@mintz.com.



Marketplace

Products and services from our sponsors

- **Win More Government Business - INPUT Free Trial**
Track thousands of government technology contracting opportunities from pre-RFP to post-a-labor rates, monitor task orders, and access agency contacts, profiles, & market analysis. 1,000+ on INPUT. Get a Free Trial.
- **Intuit Help Desk & Network Management Software**
Intuit provides Track-It! and Network Monitor - the leading help desk and network management tracking, problem resolution, IT asset management, electronic software distribution, and network monitoring. Free demo & trial
- **Looking for Managed Netscreen Firewall Security?**
Interland Managed Hosting Solutions include Dedicated VPNs, Enhanced Security Audits and 100% uptime, 24/7 Expert Tech Support featuring Linux or Windows IBM eServers with 1hr replacement guaranteed.
- **Grid Computing Report from Forrester Research**
Free Forrester analyst report on grid computing best practices. Find out how your peers are using computing
- **DigiCert - Strong Enterprise SSL - Save Now!**
DigiCert SSL Wildcard Certificates Secure Unlimited first level Sub-Domains and FREE 10 Sites only \$449 (Single Certificates \$99). Includes our \$1 Million Authentication Warranty, Free Website Seal and 24 HR Support.

[View more products and services...](#)

[Buy a link NOW!](#)

ARCHIVES

[Print edition](#)

[E-letters](#)

EVENTS

[Calendar](#)

[Submit your event](#)

[PostNewsweek Awards](#)

ONLINE RESOURCES

[Upcoming online forums](#)

[Forum transcripts](#)

[Resource Centers](#)

In: 4/22/05
Due: 5/2/05

2450/p1

2005 ASSEMBLY BILL 181

March 10, 2005 - Introduced by Representatives VAN ROY, KERKMAN, VOS, HAHN, BALLWEG, GRONEMUS, GARD, TOWNSEND, VRAKAS, KRAWCZYK, JESKEWITZ, HUNDERTMARK, MUSSER, MURSAU, KAUFERT, GUNDERSON, WOOD, PETTIS and PETROWSKI, cosponsored by Senators REYNOLDS, KANAVAS, LASSA, COWLES, MILLER and ROESSLER. Referred to Committee on Small Business.

Woff

Regen

Under the bill the reminder notice must contain the deadline for declining renewal or extension and the steps the customer must take to... The bill also requires that the reminder disclose any price increase that will apply after renewal or extension

1 AN ACT to create 134.49 of the statutes; relating to: renewals and extensions
2 of business contracts.

decline renewal or extension

Analysis by the Legislative Reference Bureau

Under current law, if a landlord-tenant lease provides that the lease will be automatically renewed or extended unless the tenant or landlord gives notice to the contrary, that provision is not enforceable against the tenant unless the landlord gives the tenant a written reminder of that provision at least 15 but not more than 30 days before the notice to terminate the lease is due. This bill creates an identical limitation for leases of business equipment and for contracts providing business services.

or to provide

certain contracts to lease

a similar

Current law also specifies the methods a landlord may use to provide the reminder notice. This bill specifies that a provider of business services or lessor of business equipment may give notice to a purchaser of business services or lessee of business equipment (customer) by sending the notice by registered or certified mail to the customer's last-known address, or by giving a copy of the notice personally to an owner, officer, director, or managing agent of the customer's business.

The bill also permits a customer to commence an action for damages against a lessor of business equipment or provider of business services who fails to comply with the notice requirements.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

Not

the bill does not apply to contracts for employment or to contracts to provide business services or to lease business equipment to this state or to the United States

ASSEMBLY BILL 181

SECTION 1

1 SECTION 1. 134.49 of the statutes is created to read:

2 134.49 Renewals and extensions of business contracts. (1) DEFINITIONS.

3 In this section:

4 (a) "Business contract" means a contract entered into for the lease of business
5 equipment or for providing business services.

except that business contract does not include a contract for employment

6 (c) "Customer" means the lessee under a business contract that is entered into
7 for the lease of business equipment or the purchaser under a business contract that
8 is entered into for the purchase of business services.

9 (d) "Seller" means the provider of a business service or the lessor of business
10 equipment under a business contract.

11 (2) NOTICE REQUIRED. If a business contract provides that the contract will be
12 automatically renewed or extended unless the customer declines renewal or
13 extension, the provision is not enforceable against the customer unless the seller, at
14 least 15 days but not more than 30 days before the deadline for the customer to
15 decline renewal or extension, provides a written notice to the customer containing
16 all of the following:

17 (a) A statement that the contract will be renewed or extended unless the
18 customer declines renewal or extension.

19 (b) The deadline for the customer to decline renewal or extension.

20 (3) MANNER OF GIVING NOTICE. A seller or a person acting on behalf of the seller
21 shall give the written notice required under sub. (2) by any of the following methods:

22 (a) By mailing a copy of the notice by registered or certified mail to the customer
23 at the customer's last-known business address.

24 (b) By giving a copy of the notice personally to an owner, officer, director, or
25 managing agent of the customer's business.

(c) A description of any increase in charges to the customer that will apply after renewal or extension.
(d) A description of action that the customer must take to decline renewal or extension.

INSERT 3-1 :

§ (4) ^(B) ^(CS)
EXCEPTION

^(plain)

This section does not apply

to a contract to provide business services or ^{to} lease
business equipment to the United States

this state or to

2/22/06

Nancy/Koncer

Redraft LRB 2450/P1 as introducible
draft. Today, if possible.





State of Wisconsin
2005 - 2006 LEGISLATURE

LRB-2450/P1 RMN/RZ
CTS:wlj:pg
↑
STAYS

law: 2/22/06
wanted: Thurs. AM

~~PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION~~

2005 BILL

No changes

Regen

1 AN ACT to create 134.49 of the statutes; relating to: renewals and extensions
2 of business contracts.

Analysis by the Legislative Reference Bureau

Under current law, if a landlord-tenant lease provides that the lease will be automatically renewed or extended unless the tenant or landlord gives notice to the contrary, that provision is not enforceable against the tenant unless the landlord gives the tenant a written reminder of that provision at least 15 but not more than 30 days before the notice to terminate the lease is due. This bill creates a similar limitation for certain contracts to lease business equipment or to provide business services. Under the bill, the reminder notice must contain the deadline for declining renewal or extension and the steps the customer must take to decline renewal or extension. The bill also requires that the reminder disclose any price increases that will apply after renewal or extension. The bill does not apply to contracts for employment or to contracts to provide business services or to lease business equipment to this state or to the United States.

Current law also specifies the methods a landlord may use to provide the reminder notice. This bill specifies that a provider of business services or lessor of business equipment may give notice to a purchaser of business services or lessee of business equipment (customer) by sending the notice by registered or certified mail to the customer's last-known address.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 134.49 of the statutes is created to read:

2 **134.49 Renewals and extensions of business contracts. (1) DEFINITIONS.**

3 In this section:

4 (a) “Business contract” means a contract entered into for the lease of business
5 equipment or for providing business services, except that “business contract” does
6 not include a contract for employment.

7 (c) “Customer” means the lessee under a business contract that is entered into
8 for the lease of business equipment or the purchaser under a business contract that
9 is entered into for the purchase of business services.

10 (d) “Seller” means the provider of a business service or the lessor of business
11 equipment under a business contract.

12 **(2) NOTICE REQUIRED.** If a business contract provides that the contract will be
13 automatically renewed or extended unless the customer declines renewal or
14 extension, the provision is not enforceable against the customer unless the seller, at
15 least 15 days but not more than 30 days before the deadline for the customer to
16 decline renewal or extension, provides a written notice to the customer containing
17 all of the following:

18 (a) A statement that the contract will be renewed or extended unless the
19 customer declines renewal or extension.

20 (b) The deadline for the customer to decline renewal or extension.

21 (c) A description of any increase in charges to the customer that will apply after
22 renewal or extension.

23 (d) A description of action that the customer must take to decline renewal or
24 extension.

Northrop, Lori

From: Krifka, Nancy
Sent: Wednesday, February 22, 2006 4:34 PM
To: LRB.Legal
Subject: Draft Review: LRB 05-2450/1 Topic: Require advance notice of automatic renewal or extension of contract for business services or lease of business equipment

This is a rush
Thank you

Please Jacket LRB 05-2450/1 for the ASSEMBLY.