

AFFIDAVIT OF COMPLIANCE

POLICY

The City of University City requires Apparel and Laundry contractors to certify that they, and their subcontractors, including production facilities, comply with core labor standards, acceptable conditions of work, and standards relating to wages and remuneration. The goal of the City of University City is to use government purchasing power to create a market for decent working conditions by working collaboratively with suppliers to improve working conditions when needed, and avoiding purchases of products from companies that fail to eliminate sweatshop conditions.

The City of University City requires contractors to submit this Affidavit of Compliance with bids for Apparel in accordance with the City's Sweatfree Procurement Policy and Code of Conduct.

I. Definitions

For the purposes of this Affidavit:

Apparel includes, but is not limited to: uniforms (e.g. sports and public employee uniforms); footwear (e.g., athletic shoes and work boots); sweatshirts; caps and hats; and other clothing, whether or not imprinted with the City of University City's name or logo.

Laundries are facilities that perform processes related to the renting and cleaning of Apparel.

Production Facilities are facilities that manufacture (including cutting and assembly by weaving, knitting or felting,) finish, apply marks, or engage in any other processes that contribute significantly to the finished Apparel for procurement of government entities.

Code of Conduct is a set of labor standards, defined by the City of University City, applicable to Production Facilities where Apparel is manufactured for government procurement.

II. Process

For all procurement contracts for Apparel and Laundries, contractors shall comply with the following procedures:

1. Disclosure Requirements
 - a. An Affidavit of Compliance with labor standards specified in the City of University City's Code of Conduct.
 - b. The names, addresses, and telephone numbers of each subcontractor and physical address of each Production Facility or Laundry to be utilized in the performance of the contract, which shall be updated to show any changes in subcontractors or facilities during the term of the contract.

- c. Description of the methods used to monitor and verify that Production Facilities or Laundries comply with the labor standards in the City of University City's Code of Conduct.
- d. A copy of each Production Facility's or Laundry's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefits, other benefits, regular deductions from paychecks, normal working hours per day and week, and overtime policy.
- e. When requested, written assurance from each of its subcontractors' Production Facilities or Laundries to be utilized in the performance of the contract that they are in compliance with the City of University City's Code of Conduct. The contractor shall provide the written assurance within the time period specified by the City. In the event that any information provided by the contractor changes during the specified contract period, the contractor shall notify the contracting entity within 21 days of the change, or according to the requirements of the City of University City, and submit sworn affidavits relating to the updated information.

2. Agreement Requirements

- a. Each contractor shall commit to the following:
 - (1) That the contractor and each proposed supplier or subcontractor will adhere to the Code of Conduct;
 - (2) That a copy of the Code of Conduct has been furnished to each of the contractor's suppliers and subcontractors; and
 - (3) That the vendor has required each supplier to post a copy of this code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into each worker's first language.

III. Enforcement and Contractor Compliance

To ensure contractor compliance with the labor standards specified in the City of University City's Code of Contract, the City of University City may use an independent, third party monitoring agency and/or the Sweatfree Purchasing Consortium.

Independent monitors and/or the Sweatfree Purchasing Consortium may verify that the information disclosed in accordance with the requirements set forth above is accurate and complete and request evidence of production or planned production at the given locations. Contractors shall provide the compliance evaluation provided by the Sweatfree Purchasing Consortium and/or independent monitor to the City entity conducting the bid. If the compliance evaluation demonstrates the need for further action to ensure compliance, the

Contractor shall take steps to become fully compliant within a reasonable period of time as specified in the contract. If the Contractor is unable to become fully compliant, the City entity may refuse an award or terminate the contract in accordance with the contract terms.

IV. Code of Conduct

A Contractor who engages in or bids for City contracts shall comply with the requirements in each subsection below and may not supply goods or services to fulfill a City contract except as provided below. These requirements shall be known as the "Code of Conduct."

- (A) Compliance with All Laws. A Contractor shall comply with all federal, state, and local laws and workplace regulations in the jurisdictions where the work is to be performed, including those regarding wages and benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- (B) Harassment and Abuse. A Contractor shall not engage in behavior that harasses or abuses a worker in a sexual, psychological, or verbal manner. Nor shall a Contractor use corporal punishment in its employment practices.
- (C) Discrimination. A Contractor shall not engage in discriminatory employment practices on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Contractor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- (D) Exposure to Toxins. A Contractor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Contractor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- (E) Wages and Benefits. A Contractor shall pay wages that comply with federal and state law requirements in the jurisdiction where the work is being performed, as well as the requirements set forth in the City's standard contract terms and conditions.
- (F) Wage and Hour Records. A Contractor shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- (G) Working Hours. A Contractor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law

of the country of manufacture, whichever is lower. In addition, a Contractor shall provide a worker with days off, as provided by applicable labor law.

- (H) Overtime Compensation. A Contractor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- (I) Termination. A Contractor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- (J) Closure to Avoid Compliance. A Contractor shall not close or reduce orders for a production facility:
 - (1) as a punitive measure against workers for exercising their right to freedom of association; or
 - (2) to avoid its responsibility to take corrective action after there has been a determination that a violation of the Code of Conduct.

Affidavit of Compliance with the Labor Standards Specified in University City's Code of Conduct to be Completed by Each Bidder and Submitted with the Bid

Request For Proposal (RFP):	Date of Bid Opening
# _____	____/____/____
Invitation For Bid (IFB):	Return To:
# _____	(Insert government entity's name address, including the name of the Procurement Officer responsible for the solicitation)
Quotation:	_____
# _____	_____
	University City, MO 63130

Certification

- The Apparel offered complies with the labor standards specified in University City's Code of Conduct.
- The name and address of each subcontractor, Production Facility or Laundry utilized or to be utilized is:

Name of Entity:	Type of Entity (Production Facility and/or Laundry)	Volume of Production (% of contract to be produced in facility)	Complete Mailing Address of Entity	Contact Person and Title:	Telephone Number, Fax, and E-mail of Contact Person

Addendum

The Contractor must also provide the following information for each entity listed above:

- Minimum base hourly wage
- Percentage of wage paid as health benefits or other benefits
- Average number of hours/week for the most recent quarter
- Overtime policy

Signature of Responsible Party