NOTICE

Effective December 15, 2005

The Milwaukee County Board of Supervisors has adopted an ordinance relative to the purchase, rental, laundering and dry cleaning of items of apparel to ensure that articles of apparel and footwear are not manufactured in sweatshops.

No contracts for the purchasing, renting, laundering and dry cleaning of items of apparel shall be entered into by contracting departments unless the lowest responsible bidders first submit to the purchasing administrator affidavits of compliance for Procurement of items of apparel from responsible manufacturers provision.

REFERENCE MILWAUKEE COUNTY CODE OF ORDINANCE 05-14 FILE NO: 05-533 SECTION 3(B)

MILWAUKEE COUNTY - DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

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PROCUREMENT DIVISION

AFFIDAVIT OF COMPLIANCE - PROCUREMENT OF ITEMS OF APPAREL FROM RESPONSIBLE MANUFACTURERS PROVISION

BID/RFP NUMBER:_____ DATE:_____

RETAIL SUPPLIER: _____

This affidavit of compliance will be the vendor's sworn statement that facilities identified on this form are responsible manufacturers as defined in the Milwaukee County Code of Ordinances 05-14, File No. 05-5333,Section 3 (b). Vendors shall procure and submit sworn reports or affidavits from every subcontractor employed by the vendor during the specified time period of the contract for the fulfillment of contracts covered under this section. In the event that any information provided by the vendor or subcontractor changes during the specified time period of the contract, the vendor shall submit or cause to be submitted to the purchasing administrator sworn reports or affidavits relating to the updated information.

A. Below, provide the name and address of the **companies and facilities** in which items of apparel have been or will be manufactured, distributed, laundered or dry cleaned under this contract and provide the base hourly wage and the percent of wage level paid as health benefits for persons working at the facilities in which the items of apparel have been or will be manufactured or distributed, laundered, or dry cleaned (attach additional sheet, if necessary):

NAME OF MANUFACTURER/ VENDOR/SUBCONTRACTOR	ADDRESS	CITY	STATE	ZIP	BASE HOURLY WAGE	% OF WAGE LEVEL PAID AS HEALTH BENEFITS
1.						
2.						
3.						
4.						

B. Below, provide the names and address of all **owners** of the facilities in which the items of apparel have been or will be manufactured, distributed, laundered or dry cleaned under this contract and provide the base hourly wage and the percent of wage level paid as health benefits for persons working at the facilities in which the items of apparel have been or will be manufactured or distributed, laundered, or dry cleaned. (attach additional sheet, if necessary):

NAME OF MANUFACTURER/ VENDOR/SUBCONTRACTOR	ADDRESS	CITY	STATE	ZIP	BASE HOURLY WAGE	% OF WAGE LEVEL PAID AS HEALTH BENEFITS
1.						
2.						
3.						
4.						

Domestic manufacturers: A base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the US department of health and human services' most recent poverty guideline for a family of 3 plus an additional 20 percent of the wage level paid either as hourly wages or health benefits.

Outside of the US. A nationwide wage and benefits level which is comparable to the non-poverty wage for domestic manufacturers as defined in subdiv. 1 after being adjusted to reflect the country's level of economic development by using a factor such as the relative national standard of living index in order to raise a family of 3 out of

poverty. In addition, workers shall not be subject to disciplinary wage deductions.

If this affidavit does not comply with the above requirements for wages and benefits paid, the bid proposal may be rejected.

In compliance with the requirements of the Milwaukee County, I have completed this Affidavit of Compliance form in good faith and have made no willingly false or misleading statements. Further, I have disclosed the names and plant locations of all my manufacturers and their subcontractors purchasing, renting, laundering and dry cleaning of items of apparel that I sell to Milwaukee County. I have also included affidavits of compliance from each subcontractor employed by the vendor during the specified time period of the contract for the fulfillment of contracts covered under this section indicating their compliance with the Milwaukee County Code of Ordinance 05-14, File No. 05-533, Section 3 (b).

Further, I understand that any false statement on these forms could result in:

- Withholding of payments.
- Termination, suspension or cancellation of the contract in whole or in part.
- After a due process hearing, denial of the right of the vendor to bid on future Milwaukee County contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

We hereby state that we will comply with Milwaukee County Code of Ordinance 05-14, File No. 05-533 Section 3 (b) as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____, 20____ , (he/she) _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____

My commission expires: _____

MILWAUKEE COUNTY CODE OF ORDINANCE 05-14 FILE NO: 05-533
32.285. Procurement of items of apparel.

(1) ***Policy***. The county chooses to allocate its purchasing dollars related to wearing apparel to enhance the economic and social well-being of people, while acquiring the best possible quality goods at the lowest cost.

(2) ***Definitions***. As used in this section:

(a) "Apparel" means all items of clothing and cloth produced by weaving, knitting and felting, and shall include uniforms, coveralls, footwear, linens and entrance mats.

(b) "Manufacture" means to process, fabricate, assemble, treat or package.

(c) "Non-poverty wage" means the following for:

1. Domestic manufacturers. A base hourly wage adjusted annually to the amount required to produce, for two thousand eighty (2,080) hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services' most recent poverty guideline for a family of three (3) plus an additional twenty (20) percent of the wage level paid either as hourly wages or health benefits.

2. Outside the United States. A nationwide wage and benefit level which is comparable to the non-poverty wage for domestic manufacturers as defined in subdivision 1 after being adjusted to reflect the country's level of economic development by using a factor such as the relative national standard of living index in order to raise a family of three (3) out of poverty. In addition, workers shall not be subject to disciplinary wage deductions.

(d) "Responsible manufacturer" means an establishment engaged in manufacturing, distributing, laundering or dry cleaning that can demonstrate all of the following:

1. Compliance with all applicable local and international labor laws and workplace regulations regarding wages and benefits, workplace health and safety, as well as the fundamental conventions of the international labor organization, including those regarding forced and child labor and freedom of association.

2. Payment to its employees of non-poverty wages as defined in subsection (c) 1. For domestic manufacturers and subsection (c) 2. For manufacturers located outside of the United States.

3. Termination of its employees only with just cause.

4. Establishment of a mechanism for the resolution of workplace disputes.

(3) ***Requirements.***

(a) *Application.* Contracting departments shall award contracts in excess of five thousand dollars ($5,000.00) relating to the purchasing, renting, laundering and dry cleaning of items of apparel to responsible manufacturers.

(b) *Affidavits.*

1. No contracts for the purchasing, renting, laundering and dry cleaning of items of apparel shall be entered into by contracting departments unless the lowest responsible bidders first submit to the purchasing administrator sworn reports or affidavits which include the following information for the specified time periods of the contracts:

a. The names and addresses of the companies and facilities in which the items of apparel have been or will be manufactured, distributed, laundered or dry cleaned.

b. The names and addresses of all owners of the facilities in which the items of apparel have been or will be manufactured, distributed, laundered or dry cleaned.

c. The base hourly wage and the percent of wage level paid as health benefits for persons working at the facilities in which the items of apparel have been or will be manufactured or distributed, laundered or dry cleaned.

d. Sworn statements by the vendors that facilities identified pursuant to this paragraph are responsible manufacturers as defined in subsection (2)(d).

e. Any other information deemed necessary by the purchasing administrator for the enforcement of this section.

2. Vendors shall procure and submit sworn reports or affidavits from every subcontractor employed by the vendor during the specified time period of the contract for the fulfillment of contracts covered under this section.

3. In the event that any information provided by the vendor or subcontractor pursuant to this paragraph changes during the specified time period of the contract, the vendor shall submit or cause to be submitted to the purchasing administrator sworn reports or affidavits relating to the updated information.

4. The purchasing administrator shall maintain and make available for public inspection any sworn report or affidavit submitted pursuant to this paragraph.

(4) ***Contract bid specifications.*** Contracting departments shall add a digest of the provisions of this section to all specifications for apparel purchasing, renting, laundering and dry cleaning upon which they issue request for bid(s).

(5) ***Specification for apparel contracts.*** No contract for the purchasing, renting, laundering and dry cleaning of items of apparel covered under this section shall be entered into by the county unless the contract contains a stipulation stating that the vendor agrees to provide in fulfillment of the contract items of apparel which have been manufactured, laundered and dry cleaned by responsible manufacturers, and that the vendor agrees to include an equivalent stipulation in all subcontracts.

(6) ***Monitoring and enforcement.***

(a) Responsibility. The Procurement Division--Department of Administrative Services shall be responsible for monitoring contracts for compliance with this section. The department shall review and monitor contracts for compliance with this section. The department shall review and monitor the sworn reports or affidavits submitted by apparel vendors, receive and investigate complaints relating to compliance with this section, and impose appropriate sanctions upon any vendor who provides false information to the department or fails to comply with the provisions of this section.

(b) Notice. The department shall provide in a timely manner notice and related documentation regarding the following:

1. The issuance of request for bid(s) and the awarding of contracts relating to the purchasing, renting, laundering and dry cleaning of times of apparel covered by this section.

2. The receipt of sworn reports or affidavits submitted pursuant to section 3(b).

(c) Sanctions. Any vendor or subcontractor engaged in an apparel contract who has been found by the Procurement Division-Department of Administrative Services to have submitted any false, misleading or fraudulent information, or to have failed to comply with the provisions of this section, may be subject to any of the following sanctions imposed by the Procurement Division:

1. Withholding of payments.

2. Termination, suspension or cancellation of the contract in whole or in part.

3. After a due process hearing, denial of the right of the vendor or subcontractor to bid on future county contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

(7) ***Waiver.*** The requirements of this section may be waived in writing by the purchasing administrator if any of the following are true:

(a) All bidders to a contract are deemed ineligible under this section.

(b) The contract is necessary in order to respond to an emergency endangers the public health and safety, and no vendor who complies with the requirements of this section is immediately capable of responding to the emergency.

(8) ***Appeals.*** Any apparel vendor who objects to any decision or action of the Procurement division relative to specifications and recommendations for purchasing, renting, laundering or dry cleaning of items of appeal may appeal the decision to the purchasing standardization committee pursuant to section 32.51.