

	Nancy Locke City Purchasing Director Nancy.locke@seattle.gov	Carmen Herrera 415-554-6492 Carmen.herrera@sfgov.org Galen Leung Galen.leung@sfgov.org 415-554-4564	Christine Moody 503-823-1095 cmoody@portland.or.us	207-992-4282	Curtis Watts, Sr. (213) 928-9546 curtis.watts@lacity.org Farshid Yazdi, (213) 928-9541 farshid.yazdi@lacity.org
Overview	City of Seattle DRAFT	San Francisco	City of Portland	Bangor, Maine	City of Los Angeles
Authority	Statement of Legislative Intent directs a DEA Purchasing Policy	Ordinance original 2005 update 2007 (uniforms) updated 2009 (eval criteria)	Resolution of Legislative Intent Bureau of Purchases policy (2008)	Resolution	Ordinance requires policy
Citation(s)	City Purchasing policy	Chapter 12U	Policy		Ordinance 176291 (2004)
Summary	<i>Statement of Legislative Intent: Uniform acquisitions will be sweatfree for uniforms. Pursue sweatfree in labor agreements. Require all contractors, subs and suppliers within supply chain. Require code of conduct (and list of manufacturers). Progressive implementation – bids above \$44,0000. Progressive Compliance</i>	Contractors and subcontractors for contracts above \$25,000 & longer than 3 months providing textiles, uniforms or uniform components, shall comply with sweatshop free conditions and other employment and labor standards (except as waived, phased or exempted)	City employees will procure uniforms and clothing in a manner that integrates sweatshop free procurement practices that include social equity, fiscal responsibility, community and environmental stewardship. Requires contractors, subs, and suppliers within supply chain of prime to comply with policy. Code of conduct complements other sustainability factors (i.e. environmental factors).	Whenever possible, buy apparel, footwear, textiles, and related from responsible and ethical manufacturers.	Contractors sign affidavit stating compliance to Code of Conduct.

Covered Contracts	City of Seattle	San Francisco	City of Portland	Bangor, Maine	City of Los Angeles
Products	<p><i>(Note: Scope established through Statement of Legislative Intent)</i></p> <p><i>Uniforms purchased through collectively bargained uniforms, and seek negotiated labor contracts as possible.</i></p> <p><i>Allows other products as fair labor initiatives evolves</i></p>	<p>Any contract of goods for amounts greater than \$25,000 <u>and</u> having a term exceeding 3 months (note: in practice, at this time waivers largely exempt products beyond apparel. See “waivers” below)</p> <p>12U.5 Phased in period was added by ordinance: During first fiscal year, contracts are for apparel, garments and corresponding accessories, materials, supplies or equipment. Purchasing Director expands as ready in, with recommendations from the Advisory Board.</p>	<p>“Formal contracts for uniforms and clothing, other than specialized safety components of uniforms)” (Appendix B) includes Apparel, Footwear, leased or rented. Excludes: Safety harness and/or safety related accessories, Duty belts/holsters, Ballistic vests</p>	Apparel, footwear, textiles, and related	<p>Contracts that garments, uniforms, foot apparel, related accessories. Experience has been on at least police uniforms and garments.</p>
Purchasers	<p><i>Policy draft:</i> <i>Include City employees, contractors, subcontractors, with prime accountable for subs</i></p>	<p>Contractors/Subcontractors for the City- Includes: any person or persons who enters into a contract except:</p>	<p>City Employees or formal Contractors/Subcontractors</p>		<p>Any person, partnership, corporation, or other entity</p>
Policy Exemptions	<p><i>Policy draft:</i> <i>Limited scope per SLI with option for Progressive Compliance Plans, to allow more aggressive application yet avoid extensive use of waivers.</i></p>	<p>Policy will not apply if:</p> <ul style="list-style-type: none"> - Grant prohibits; or - only one responsible contractor can provide Goods and contractor is unable to comply, or 	<p>Silent Grants and emergencies activated by separate ordinances</p>		<p>Waived if:</p> <ul style="list-style-type: none"> - emergency and no contractor complies; or - available from 1 qualified contractor -Contract with public

	<p><i>Other Exemptions such as those mentioned by San Francisco would carry-over to Seattle: grants, no compliant bidders and essential to City; public entity, goods are incidental; emergency</i></p>	<ul style="list-style-type: none"> - No compliant bidders and goods are essential to the City. - when contract is with a public entity, or - goods are incidental; or - Emergency. <p>Also see waivers below.</p>			<p>entity - terms of grant.</p>
<p>Additional Waivers</p>	<p><i>Pursue policy approach that doesn't rely upon ongoing waivers</i></p>	<p>12U9.5. – in the absence of fully compliant proposals, award to most compliant bidder, for a 2-year term unless they begin to comply; (f) EXCEPT if the cost exceeds the low-bid or highest ranked by 15%, then proceed to award without compliance.</p>	<p>Note: Portland didn't require waivers and exemptions because (1) products are limited in scope; and (2) allowed award to non-compliant Contractors that agreed to remediation process.</p>		<p>None</p>

Required Standards	City of Seattle	San Francisco	City of Portland	Bangor, Maine	City of Los Angeles
Source:	<i>Require Code of Conduct with detailed requirements.</i>	12U details requirements	Code of Conduct details requirements.	Code of Conduct	Code of Conduct
Labor and Employment Laws	<i>Use similar language</i>	Contractors and subs shall comply with all human and labor rights imposed by treaty or law on country in which the Goods are made or assembled and shall not engage in Sweatshop Labor.	Must be compliant with all applicable federal, state, and local laws and regulations of the jurisdiction within which the work is performed in their business activities.		Must comply with applicable wage, health, labor, environmental and safety laws, legal guarantees of association, building and fire alarm codes.
Wages	<i>Policy draft: Follow Portland, language although all are similar for overseas, but recognizes Seattle prevailing wage</i>	Income equal to or greater than the US Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20% of the wage level paid, as adjusted for local cost of living.	The point of assembly facility must pay (a) the legal minimum; (b) the prevailing wage; or (c) non-poverty' wage, an income equal to or greater than set by the US Department of Health and Human Services as adjusted for local cost of living.		No less than living wage for 2080 hours worked, Income equal to or greater than the US Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20% of the wage level paid, as adjusted for local cost of living.
Discrimination	<i>Use similar language</i>	A Contractor or Subcontractor will not subject any Worker to illegal discrimination for exercising right to free speech and assembly or other rights protected under	No discrimination based on race, nationality, age, religion, disability, gender, pregnancy, maternity leave status, sexual orientation, union affiliation, marital status, political opinion, or social or ethnic		Requires compliance to laws and ordinances relating to workplace and employment discrimination

		applicable labor or employment laws	origin.		
Employee Termination		Silent	No termination without just cause		Silent
Human Rights Treaties		Requires Contractors and Subcontractors providing goods to the City and Count to comply with the laws and standards affecting labor and employment conditions; and compliance with all human and labor rights and labor standards imposed by law or treaty law on the country where the goods are being made or assembled	Conditions in all work and residential facilities shall be safe, clean, and consistent with all applicable laws and regulations regarding health and safety.		
Other		<p><u>Labor:</u> No forced labor.</p> <p><u>Hours:</u> Shall comply with the overtime laws and regulations applicable to their Workers. All overtime hours shall be voluntarily.</p> <p><u>Contraceptives:</u> No employee may be forced to use contraceptives or take pregnancy tests.</p> <p><u>Recordkeeping:</u> Records of</p>	<p><u>Labor:</u> Must be voluntary, respecting rights of employees to decide whether to work or not.</p> <p><u>Hours:</u> Workers will not be required to work more than 48 hours/week and provided at least one day off every seven-days. Workers compensated for overtime hours at a rate of at least one-and-one-half their regular hourly compensation.</p> <p><u>Contraceptives:</u> No employee forced to use contraceptives or</p>		None

		time, payroll and general description of work shall be kept for each Worker and maintained by the Contractor or Subcontractor. Weekly payroll records will be submitted to the Office of Labor Standards Enforcement.	pregnancy tests. <u>Age:</u> Any person that is under the age of 15, under the age interfering with compulsory schooling, or under the minimum age established by law will not be employed. <u>Union Recognition:</u> Workers have right to join and form trade unions of their own choosing.		
--	--	---	---	--	--

Bid/Contract	City of Seattle	San Francisco	City of Portland	Bangor, Maine	City of Los Angeles
Bid Requirements	<i>Policy draft: Bidder provide at time of bid:</i> 1) <i>List of all contractors, subs. & manufacturing plants.</i> 2) <i>Sign code of conduct;</i>	Silent			Silent
Award Process	<i>Policy Options:</i> <i>Use Portland (weighted evaluation); or San Francisco model with screening priorities:</i> 1- <i>Qualifications and responsive; then</i> 2- <i>Equal Benefit, then</i> 3- <i>Outreach Plan; then</i> 4- <i>Fully compliant or partially compliant or acceptable Progressive Compliance Plan.</i>	Awards are calculated and made based on compliance: 12U9.5. – in absence of fully compliant proposals, award to most compliant for 2-years unless they begin to comply; (f) EXCEPT if cost exceeds low-bid or highest ranked by 15%, then proceed to award without compliance.	Uses weighted evaluation procedure to incorporate contractors compliance with Code of Conduct;		Prior to receiving a contract, vendor signs Code of Conduct.

<p>Contract Requirements</p>	<p><i>Policy draft: pursue greater compliance at front end of bid process, than either San Francisco or Portland, by requiring required materials submitted at time of bid, including Code of conduct and list.</i></p> <p><i>Use Progressive Compliance plans, but also rights to terminate for material breach, right to withhold payment as enforcement tools.</i></p>	<p>Contract includes agreement to comply.</p> <p>Before <u>starting work</u>, Contractor must provide:</p> <ul style="list-style-type: none"> -list of names & addresses of each sub; -sub Tax ID and address of manufacturing facilities; -amount of money intended to be paid any sub. <p>See Section 12U.7 – termination for material breach, with rights to assess damages, terminate contract, debarment, withhold payments, require contractor to provide training.</p>	<p>Requires Contractor agree to Code of Conduct <u>or</u> mutually-agreed upon remediation plan</p> <p>Responsibility for Sub is placed on prime; Silent on breach and debarment. Remediation procedures (3.4)</p>	<p>If violations suspected, City may:</p> <ul style="list-style-type: none"> -demand access to manufacturer sites; -demand worker training; -retain payments; -assess damages; -Terminate for breach -Apply “debarment” ordinance
<p>Responsible Party</p>	<p><i>Make Prime responsible</i></p>	<p>Each “contractor and subcontractor shall be responsible for ensuring subcontractor compliance”</p>	<p>Prime is responsible</p>	

Administration	City of Seattle	San Francisco	City of Portland	Bangor, Maine	City of Los Angeles
Advisory Body	<i>TBD</i>	<p>Sweatfree Procurement Advisory Group to Purchasing Director</p> <p>Eleven members, appointed every two years by elected offices, evaluate the industries and whether any should be targeted for enforcement, whether to expand, incentives to local companies</p>	<p>Oversight committee will assist the Bureau in implementation and enforcement. Committee will have 8 persons representing advocates for labor rights, footwear/textile industry, public employees, and global economics. Must be conflict-of-interest free</p>		None
Fees/Who Pays	<p><i>No established funding.</i></p> <p><i>Requires budget action.</i></p>	<p>No established funding. The City's Sweatfree Contracting Ordinance will work consistent to budgetary and fiscal provisions.</p> <p>Consortium: \$500 entrance fee, yearly fee based upon population</p> <p>\$50,000 a year for Sweatfree Monitor with the Workers Rights Consortium</p>	<p>No established funding. The City shall fund implementation and ongoing application of policy. Includes employee training and resources; contracting professional consultant, independent compliance monitors, trainers, and subject matter experts.</p> <p>Consortium: \$500 entrance fee, yearly fee based upon population, pays a percentage of it total apparel budget to cover fees.</p>	<p>Contractors subject to 1% fee per total amount of contract or purchase. Fee to be paid within 30 days of start or execution of order. Non-refundable.</p> <p>Consortium: \$500 entrance fee, yearly fee based upon population</p>	\$50,000 a year for Sweatfree Monitor contract with the Workers Right's Consortium

--	--	--	--	--	--

DRAFT