**CONTRACTOR FORM P-12U-C**

Sweatfree Contracting Compliance Form

Please use the Check Boxes to indicate which of San Francisco’s Sweatfree Ordinance requirements you and your subcontractors will voluntarily comply with during the term of any contract awarded to you.

|  |  |  |
| --- | --- | --- |
|  | **Requirement from the San Francisco Sweatfree Ordinance** | **YES / NO** |
| 1 | 12U.3(a): Each Contractor and Subcontractor, regarding any Worker, shall comply with all human and labor rights and labor standards imposed by treaty or law in the country in which the Goods are made or assembled, and shall not engage in Sweatshop Labor. |  |  |
| 2 | 12U.3(b): Each Contractor and Subcontractor shall pay at least the following minimum wages to Workers: * 1. to Workers working in the United States a base hourly wage, to be set and adjusted annually by the Director, to produce for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guidelines for a family of three plus an additional 20 percent of the wage level paid, including without limitation amounts paid as hourly wages or health benefits or retirement benefits; and
	2. for Workers working in countries other than the United States, a wage, to be set and adjusted annually by the Director, that shall be comparable to the wage for domestic manufacturers established above, adjusted to reflect the country's level of economic development by using the World Bank's most recent Gross National Income per capita Purchasing Power Parity Index.
 |  |  |
| 3 | 12U.3(d): Each Contractor and Subcontractor shall keep or cause to be kept for a period of not less than three years from the date of the expiration or termination of the term of the Contract, basic payroll and time records for each Worker, and copies of any tax records filed with a governmental entity during the term. Such records shall include the following for each Worker: (a) name and job classification; (b) a general description of the work the Worker performed each day and the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits); and (c) the daily and weekly number of hours worked, deductions made; and (d) any actual wages paid. |  |  |
| 4 | 12U.3(e): Each Contractor and Subcontractor shall maintain weekly certified payroll records for submission to the Office of Contract Administration, the Office of Labor Standards Enforcement, or the Director's designee or other authorized officers or agents of the City and County upon demand. The Contractor shall be responsible for submitting the payroll records of its Subcontractors, although Subcontractors shall submit such records directly to the City and County upon request. All certified payroll records shall be accompanied by a statement signed by the Contractor, or Subcontractor if requested by the City and County to submit the records, stating that the records are complete and correct. |  |  |
| 5 | 12U.3(f): All records required to be maintained by the Sweatfree Ordinance shall at all times be open to inspection and examination of the duly authorized officers and agents of the City and County of San Francisco. |  |  |

|  |  |  |
| --- | --- | --- |
|  | **Requirement from the San Francisco Sweatfree Ordinance** |  **YES / NO** |
| 6 | 12U.3(g): All Contractors and Subcontractors shall comply with the overtime laws and regulations applicable to their Workers. In the absence of a law setting overtime compensation, overtime hours shall be compensated at the rate of one-and-one-half times the regular hourly compensation rate. All overtime hours worked beyond 48 hours of working time per work week shall be worked voluntarily, except mandatory overtime above that 48-hour mark is permitted if each of the following conditions is satisfied: (1) the law of the country of manufacture permits mandatory overtime, (2) the manufacturing facility is party to a collective bargaining agreement that permits mandatory overtime, and (3) the mandatory overtime hours are worked in conformance with the collective bargaining agreement. |  |  |
| 7 | 12U.3(h): No Contractor or Subcontractor shall subject any Worker to any physical, sexual, or other illegal harassment or abuse, including corporal punishment, illegal discrimination or retaliation for exercising his or her right to free speech and assembly or other rights protected under applicable labor or employment laws.  |  |  |
| 8 | 12U.3(i): No Contractor or Subcontractor shall require or compel any Worker to use contraceptives or take pregnancy tests. |  |  |
| 9 | 12U.3(l): Each Contractor and Subcontractor shall be responsible for ensuring the Subcontractor's compliance with the Sweatfree Ordinance. |  |  |
| 10 | 12U.7(c): Each Contractor and Subcontractor shall cooperate fully with any investigation of the Director, the Office of Labor Standards Enforcement, the Director's designee or contractors, including without limitation any independent non-profit monitor, and other City employees and agents authorized to assist in the implementation, administration or enforcement of the Sweatfree Ordinance. Such persons or entities shall, in the performance of their duties, have the right to engage in random inspections of any worksite where the Contract or any Subcontract is performed. |  |  |
| NOTE: You must clearly indicate your response in the YES or NO boxes above for each of the ten questions. Any response that is ambiguous, conditional, or blank, shall be scored as a “NO” answer.  |

I will ensure that my firm and subcontractors fully comply with the provisions of Chapter 12U that I responded “yes” to on the form above, and attest to the truth and accuracy of all information provided regarding such compliance. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Name of Firm (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Owner/Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Authorized Representative (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address, City, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_