

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

BID/RFP NUMBER: 2396 REBED #1

DATE: 8/31/10

RETAIL SUPPLIER: PAUL CONWAY STEELDS

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
(* = Certificate of Compliance is under their "Genfort" Name)						
Weinbrenner Shoe Co	305 W. Third St.	Marshfield	WI	54409	\$10.34	20%
Three Perfect Corp (*)	No 99-79, 7F, Chung Ching Rd	Taichung	Taiwan, R.O.C.	406076		
Dong Guan Qiqamai Shoes Co, Ltd. (*)	Zhushan Managing Zone, Dong Chen District	Dongguan	Guangdong Province	China		
Pajcus Shoemaking Co, Ltd.	Pigt Industrial Zone, Tongzhou	Beijing	China	101111		

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 W.S.C. is Employee Owned (ESOP Company)						
2 David Wang (Same add as #2 above)						
3 David Wang (Same add as #3 above)						
4 Mr Cui / Mr Sun (Same add as #4 above)						

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 U.S. 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

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FROM: MILW. CNTY - PROCUREMENT

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: *Stan Gavic*
 PRINTED NAME: Stan Gavic
 COMPANY NAME: Weinbrenner Shoe Company

Personally came before me on this 14th day of August, 2009, (he/she) Stan Gavic 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.

(SEAL)

NOTARY PUBLIC SIGNATURE: *Lonni B. Law*

PRINT NAME: Lonni B. Law

My commission expires: DECEMBER 2, 2012

GENFORT SHOES LIMITED.

2ND INDUSTRY DISTRIBUTION, NAN LANG, ZHONG SHAN,
GUANG DONG, CHINA 528451

Date MAY . 14 . 2009

Re: Certificate of Compliance

This is to certify that Genfort to the best of its knowledge is all of its contract factories where Weinbyenney product is produced:

(1) complies with all applicable wage, health, labor, environmental, and safety laws, legal guarantees of freedom of association, building and fire codes, and laws relating to discrimination in hiring, promotion and compensation on the basis of race, disability, national origin, gender, sexual orientation and affiliation with any political, nongovernmental, and civic group except when federal law precludes the state from attaching the procurement conditions provided in this subchapter; and

(2) complies with all human and labor rights treaty obligations that are shared by the United States and the country which the goods are assembled, including obligations with regard to forced labor, indentured labor, slave labor, child labor, involuntary prison labor, physical and sexual abuse and freedom of association.

Sincerely yours,

Jacelin

WEINBRENNER SHOE CO., INC.

VENDOR CODE OF CONDUCT

Weinbrenner Shoe Company, Inc. requires that all products offered for sale to our customers be produced in facilities that meet specific criteria, as set forth below:

Compliance with Applicable Laws and Regulations

Our vendors and the factories in which the merchandise they sell us is manufactured must comply with all applicable laws and regulations, including but not limited to all environmental laws and regulations, and all laws, regulations and internationally adopted restrictions concerning bribery and corruption.

Health and Safety

Our vendors must provide their workers with a safe and healthy workplace and safe working conditions.

Child Labor

Our vendors must not use child labor. The term "child" will be governed by the national law of the country in which the production is being conducted, including laws defining the age for completing compulsory education. If the laws of that country do not provide a definition or if the definition includes individuals below the age of 15, we define a "child" to be anyone below 15 years of age or the compulsory age to be in school.

Forced Labor

Our vendors must not use forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.

Wages and Benefits

Our vendors must abide with all applicable laws relating to wages and benefits, and must pay the legally prescribed minimum wage or the prevailing industry wage, whichever is higher.

Working Hours

Our vendors must not require their employees, on a regularly-scheduled basis, to work in excess of 60 hours per week (or fewer if prescribed by applicable laws and regulations). All overtime must be voluntary and must be fully compensated in accordance with the requirements of local law, and except in extraordinary circumstances, employees must be entitled to at least one day of rest in every seven-day period.

Harassment or Abuse

Our vendors must respect the rights and dignity of their employees. We will not tolerate human rights abuses, including physical, sexual, psychological or verbal harassment or abuse of workers.

Discrimination

Workers must be employed, retained and compensated based on their ability to perform their jobs, and must not be discriminated against on the basis of gender, race, color, national origin, religious, ethnic or cultural beliefs, age, or any other prohibited basis.

Freedom of Association

Our vendors must respect the rights of their workers to choose (or choose not) to freely associate and to bargain collectively where such rights are recognized by law.

I certify that I have read and understand Weinbrenner's Vendor Code of Conduct and agree to comply with its requirements.

Beijing Patcus Shoemaking Co., Ltd.

Company Name

Signature of Officer or Authorized Representative

Ciqu Industrial Zone, Tongzhou,

Beijing 101111 China

Company Address

Date

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07.11.27

CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
 PROCUREMENT SERVICES SECTION

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

BID/RFP NUMBER: 2396 REBID #1

DATE: 8/31/10

RETAIL SUPPLIER: Paul Conway Shields

This affidavit of compliance will be the contractor's sworn statement that facilities identified on this form are responsible manufacturers as defined in the Milwaukee Code of Ordinances 310-17 sub. 2-d. Contractors shall procure and submit sworn reports or affidavits from every subcontractor employed by the contractor 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 contractor or subcontractor changes during the specified time period of the contract, the contractor shall submit or cause to be submitted to the purchasing director sworn reports or affidavits relating to the updated information.

A. Below, provide the name and address of the **companies and facilities** and the items of apparel that 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/ CONTRACTOR/SUBCONTRACTOR	ADDRESS	CITY	STATE	ZIP	BASE HOURLY WAGE*	% OF WAGE LEVEL PAID AS HEALTH BENEFITS
1. Paul Conway Shields	14100 W. Cleveland	New Berlin	WI	53157	\$11.00	0%
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/ CONTRACTOR/SUBCONTRACTOR	ADDRESS	CITY	STATE	ZIP	BASE HOURLY WAGE	% OF WAGE LEVEL PAID AS HEALTH BENEFITS
1. Paul Conway	14100 W. Cleveland	New Berlin	WI	53157	n/a	0%
2.						
3.						
4.						

*THE SUCCESSFUL BIDDER MUST COMPLY WITH THE HOURLY NON-POVERTY WAGE TABLE WHICH CAN BE FOUND ON THE PROCUREMENT SERVICES WEB SITE AT: <http://www.city.milwaukee.gov/display/router.asp?docid=327>
 PLEASE MAKE SURE YOU ARE USING THE MOSE CURRENT WAGE TABLE AT THE TIME THIS AFFIDAVIT IS COMPLETED. IF THIS AFFIDAVIT DOES NOT COMPLY WITH THE ABOVE REQUIREMENTS FOR WAGES AND BENEFITS PAID, THE BID MAY BE REJECTED.

In compliance with the requirements of the City of Milwaukee, 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 the City of Milwaukee. I have also included affidavits of compliance from each subcontractor employed by the contractor during the specified time period of the contract for the fulfillment of contracts covered under this section indicating their compliance with the Code of Ordinances Section 310-17.

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 contractor to bid on future city 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.

I/We hereby state that we will comply Section 310-17 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE:

Carlos Albelo

PRINTED NAME:

CARLOS ALBELO

COMPANY NAME:

PAUL CONWAY SHIELDS

Personally came before me on this 31 day of August, 2010, (he/she) Carlos Albelo 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:

Erin Hegeman

PRINT NAME:

Erin Hegeman

My commission expires:

July 31, 2010