

**CITY OF HAZELWOOD
REQUEST FOR PROPOSALS
PYRO-MUSICAL SHOW**

The City of Hazelwood, Missouri is requesting proposals and fee schedule for a Pyro-Musical Show to be held on July 4, 2016 in the City of Hazelwood, Missouri White Birch Park at 1186 Teson Road in the City of Hazelwood. All proposals are to be received by 8:30 a.m., Monday, November 16, 2016, by the City Manager, at which time they will be opened publicly. Bids are available at the Hazelwood City Hall, Public Works Dept., 415 Elm Grove Lane, in Hazelwood. Bids also available at www.hazelwoodmo.org, under the City Government tab, and “Bid Opportunities” tab. If you retrieve this document off the internet, please submit your business information to Doug Littlefield, Superintendent Parks and Recreation (littlefield@hazelwoodmo.org), so you can be contacted of any changes in the scope of services.

SCOPE OF SERVICES

1 GENERAL REQUIREMENTS

- 1-1 Fireworks display will be held July 4, 2016 beginning at approximately 9:15 p.m. and conclude upon detonation of a minimum twenty(20) minute fireworks display at the City of Hazelwood White Birch Park, 1186 Teson Road, Hazelwood, Missouri 63042.
- 1-2 In the event of inclement weather that precludes firing of the pyrotechnics on July 4, 2016, the Contractor shall fire the first night thereafter that weather permits, or other mutually agreed upon future date.
- 1-3 The Pyro-Musical show shall be not less than twenty(20) minutes and not more than twenty-five(25) minutes.
- 1-4 The Contractor shall provide at least two (2) operators to properly ignite the fireworks. Fireworks will be electronically fired. The handling and detonation of all explosives or pyrotechnics shall be accomplished by the Contractor or his employees and shall be in accordance with the National Fire Code published in NFPA 1123-2000 Standard for Public Display of Fireworks, current edition.
- 1-5 Public display operators shall be licensed or approved in accordance with any applicable federal, state, county or municipal laws.
- 1-6 The fireworks will be stored and transported according to the requirements of the National Fire Code published in the NFPA 1124-1998, Code for Storage of

Fireworks, Manufacture and Transportation, current edition, prior to reaching the display site.

- 1-7 The Contractor shall indicate on the proposal response when the fireworks will be delivered and set up.
- 1-8.1 The fireworks display will be fired in conjunction with event appropriate pre-recorded music provided by the Contractor. **Contractor must provide copy of proposed music accompaniment on a compact disc or USB device to City by June 30, 2016, for review of content prior to July 4th event.**
- 1-8.2 **The Contractor shall provide a disc jockey to play a variety of music from 6:30 p.m. until the start of the fireworks display.** DJ will also provide announcements as needed and accommodate public address comments by individuals associated with the event. An adequately sized sound system should be utilized to provide clear sound **to all areas surrounding the display.** Contractor shall provide diagram of sound system set up inclusive of all speaker sizes, wattage, locations, and visually demonstrate which areas are covered by which speakers with shading. A site visitation is essential to understand the entire scope of the sound requirements.
- 1-9.1 All audio equipment, electronic systems for detonation of the fireworks and related electrical connections are the responsibility of the Contractor.
- 1-9.2 **A pre-site inspection is to be made by the Contractor to assess electrical access and available power. Any additional power requirements for the pyrotechnics and/or music are the responsibility of the Contractor.**
- 1-10 The Contractor shall secure all fireworks in an area agreed to by the designated City representative and the Contractor. At no time shall fireworks be left unattended. "No Smoking" signs shall be posted by the Contractor in the immediate area where the fireworks are stored and the set-up site.
- 1-11 After construction of the pyrotechnic displays have begun and been completed, the Contractor shall be present at all times and insure that the displays are protected from inclement weather before the program.
- 1-12 The Contractor shall provide with this bid submittal, a diagram specifying the site for the set-up of the mortars and ground display. The Contractor shall approve the roped off display area.
- 1-13 The Contractor shall provide all fireworks, materials, supplies, equipment and manpower to set up/clean up and execute the fireworks display and music.
- 1-14 The Contractor shall be fully responsible for any subcontractor for any segment of the pyrotechnic, musical or sound portions of the proposal.
- 1-15 Performance of the contract requires the site be attended until post-show inspection of the mortar boxes and grounds with removal of any unspent shells removed by the Contractor. Non-performance shall result in a ten percent (10%) penalty deduction from the Contract amount.

- 1-16 The Contractor shall be responsible for restoration of grounds damages due to set-up or clean-up of any portion of the work of the Contract.
- 1-17 Performance of the Contract shall be deemed complete upon notification by the Contractor all terms of the Contract have been fulfilled and accepted by the designated City representative.
- 1-18 Any shells having tears, leaks, broken fuses, or signs of having been wet shall be set aside and shall not be fired.
- 1-19 During the firing of the display, all personnel in the discharge site shall wear head protection, eye protection, hearing protection, and foot protection and shall wear cotton, wool, or similarly flame-resistant, long-sleeved, long-legged clothing. Personal protective equipment, as necessary, shall be worn by the operator and assistants during the setup and cleanup of the display.
- 1-20 Measures shall be taken to protect all pyrotechnic materials to be used in the display from adverse weather conditions, i.e. tent or a tarp tented and secured to ground at least 12 inches below sides of mortar boxes. Any moisture-damaged materials shall not be used.
- 1-21 Following the display, the firing crew shall conduct an inspection of the fallout area for the purpose of locating any unexploded aerial shells or live components.
- 1-22 The operator or designated personnel at first light the following morning shall perform a search of the fallout area for the purpose of locating any unexploded aerial shells or live components.
- 1-23 Where only electrical ignition is used, the operator, all assistants and fire safety crews shall be positioned a minimum of 75 ft (23 m) from any mortar and shall be positioned behind a protective barrier which a fireworks shell cannot penetrate which is approved by the authority having jurisdiction.
- 1-24 Immediately after the display, the discharge site shall be unapproachable by all personnel for a period of time that the operator deems necessary for safety. After this period of time, the discharge site shall be cautiously inspected for any unfired devices by the operator or assistants.
- 1-25 Whenever any condition deemed hazardous by the authority having jurisdiction or the operator arises before or during any outdoor display, the display shall be interrupted or postponed until the condition is corrected or the hazard is abated. Such conditions might include adverse weather conditions or medical emergencies.

2 FIREWORKS DISPLAY CONTENT

- 2-1 The Contractor submitting a proposal shall attach to the BID FORM the shell size, type, manufacturer and quantity proposed for the aerial, ground set piece(s), ground multi-shot and grand finale segments of the pyrotechnic show.

2-2 The cost of the pyrotechnics with the music services shall not exceed \$24,000.00.

2-4 AERIAL DISPLAY EXAMPLES

2-4.1 SHELL SIZES shall be no larger than Four-inch (4") Shells. The maximum shell size shall be within the limits of the safe fallout area for the pyrotechnic display.

2-7 PROGRAM Composition shall meet minimal requirements below.

2-7.1 Ground displays shall be set for a clear view of display by spectators.

2-7.2 A mix of low level and high level aerial displays throughout the programs.

3 CONTRACT REQUIREMENTS

3-1 The Contractor shall be responsible for the performance and conduct of his employees at all times while performing under the contract.

3-2 A Contract shall be submitted with the proposal for review by legal counsel and acceptance of the approved Contractor by the City of Hazelwood.

3-3 The City shall develop a contract.

3-4 The Contract shall include the total cost of the Pyro-Musical Show, the terms of payment, the Request for Proposal and the Contractor Bid Form submittal.

3-5 **The accepted Contractor shall file a copy of all insurance policies with the City before any work may proceed. If the City is damaged by failure of the Contractor to purchase or maintain such insurance and to so notify the City, then the Contractor shall bear all reasonable costs properly attributed thereto.**

The minimum limits of Contractor's liability are the following:

Workmen's Compensation	Statutory
Comprehensive General Liability	
Bodily Injury	\$2,727,489
Property Damage	\$2,727,489
Automobile Liability	
Bodily Injury	
Each person	\$ 409,123
Each Occurrence	\$2,727,489
Property Damage	\$2,727,489
	Umbrella

The Contractor shall provide protective liability insurance in the name of the City and furnish a policy to the City naming the City as co-insured. Same limits as Comprehensive General Liability apply (\$2,727,489).

The certificate of liability insurance shall stipulate the inclusion of the extent of the indemnification of the City. This indemnification shall indemnify and hold harmless the City and their employees from and against all claims, damages, losses, and expenses Bid including attorneys' fees arising out of or resulting from the performance of the Work by the Contractor or anyone directly or indirectly designated to represent the Contractor.

Any insured loss is to be adjusted with the City as trustee for the insured's, as their interests may appear. Note: Contractor should provide insurance to protect against vandalism or destruction of Contractor's equipment, materials and/or supplies.

- 3-6 **The accepted Contractor shall furnish all certificates of required insurance to the Office of the Hazelwood City Clerk, 415 Elm Grove Lane, within 21 days of City Council Approval. After 21 days, the City may exercise the right to choose another bidder.**
- 3-7 The Contractor shall furnish with the Bid Form the complete names, addresses and duties of each subcontractor to perform under the approved contract.
- 3-8 The Contractor shall furnish with the Bid Form the complete name(s), address(es), telephone number(s), contact person(s) and names of compan(ies) which provide the Contractor's certificates of insurance and performance bond.

4 TERMS AND CONDITIONS OF PROPOSALS

- 4-1 All Contractors shall familiarize themselves with the site of the fireworks display in White Birch Park, 1186 Teson Road, Hazelwood, MO 63042.
- 4-3 Any questions concerning this proposal request shall be directed to Doug Littlefield, Superintendent of Parks and Recreation, 314-731-0980 or TDD Relay Missouri 1-800-735-2966 two days in advance prior to 2:00 p.m. Monday through Friday.
- 4-4 All proposals shall include the costs for all fireworks, music, materials, supplies, equipment and manpower to set up/clean up and execute the Pyro-Musical Show.
- 4-5 All bids shall be exempt from Federal Excise and Sales Tax and exemption certificate will be furnished if required.
- 4-6 Contractors must use BID FORMS provided, sign bid by authorized officer, partners, or owner; and include complete name, mailing address and telephone number of organization submitting bid. Proposals shall be submitted in a sealed, opaque envelope, clearly marked, "**Pyro-Musical Show**" with electronic copy included.
- 4-7 LATE PROPOSAL INFORMATION: Any proposal received by the City Manager after the stated opening time shall not be honored by the City. There will be NO EXCEPTION. Bidders shall be responsible for the actual delivery of the proposals

during business hours to the address indicated. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

- 4-8 PROPOSAL WITHDRAWAL OR MODIFICATION: Any Contractor may withdraw or modify his proposal at any time prior to the scheduled closing time for receipt of proposals. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received by the City prior to the scheduled closing time for receipt of proposals will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests, provided that the *written* request is contained in a sealed envelope which is plainly marked "Modification of Pyro-Musical Show." Oral or telephonic modifications or corrections will not be recognized or considered. Requests for modifications or corrections of proposals cannot be submitted after the closing time for receipt of proposals.
- 4-9 ADDENDUM: An interpretation of the proposal documents will be made by addendum duly issued. The City will not be responsible for any other explanations or interpretations.

Variations of Specifications: For purposes of evaluation, the Contractor must indicate any variances from the Scope of Services, General Requirements, Fireworks Display Content, Contract Requirements, Terms and/or Conditions, Proposal Submittal Instructions no matter how slight. If variations are not stated in the proposal, it will be assumed that the proposal bid fully complies with our proposal document.

- 4-10 The City of Hazelwood reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award the proposal in full or in part as the City deems will best serve its interests. The City also reserves the right to waive minor variations to the proposal document. (Interpretation of minor variance will be made by applicable City personnel.) All information obtained may be utilized in determining the suitability of the proposal and will be shared with any other agencies desiring the results of this proposal invitation.
- 4-11 All Contractors shall execute the enclosed non-collusion affidavit and submit it with the proposal Bid Form.

5 PROPOSAL SUBMITTAL INSTRUCTIONS

- 5-1 All proposals and bid forms shall be submitted by 8:30 a.m., Monday, November 16, 2015 to:

Matt Zimmerman, City Manager
415 Elm Grove Lane
Hazelwood, MO 63042

- 5-2 Complete and submit the enclosed Proposal Bid Form.
- 5-3 Proposal shall include an attached proposed pyrotechnic display, contract and list of any subcontractors with company name, contact name, complete address and services to be rendered to be part of the contract.
- 5-4 A minimum of three references to include organization name, current contact person name, address and telephone number and type and length of show for the organization.
- 5-5 Provide a brief company history, experience, and safety record. A minimum five (5) years experience in pyrotechnic displays is required.
- 5-6 Attach the non-collusion affidavit.
- 5-7 Submit all documents in a sealed opaque envelope marked “Pyro-Musical Show”.**

Thank you for your interest in doing business with the City of Hazelwood.

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google

FIREWORK SITE

VIP
AREA



Adequate sound required for VIP Area and
Crowd areas designated with a "X"
Contractor map will show speaker locations, etc.

CITY OF HAZELWOOD, MISSOURI
PROPOSAL BID FORM
PYRO-MUSICAL SHOW
OPENING, November 16, 2016, 9:00 A.M.

Mr. Matt Zimmerman
City of Hazelwood
415 Elm Grove Ln.
Hazelwood, MO 63042

Mr. Zimmerman:

The undersigned, having read, understood and being familiar with the enclosed documents consisting of the Scope of Services, General Requirements, Fireworks Display Content, Contract Requirements, Terms and Conditions, and Proposal Submittal Instructions, hereby offers to furnish and set up all materials, supplies and equipment to produce the required Pyro-Musical Show in strict accordance with the enclosed documents, with exceptions noted herein all of which are made part of this order. The services and goods specified are offered as a complete show packaged price as quoted and submitted on the Bid Form.

Name of Business: _____
(Stamp may be used)

Address: _____

City, State & Zip: _____

Authorized Representative: _____
(Typed)

Authorized Signature: _____

Date: _____ Telephone Number _____

Affirming Notation

**PYRO-MUSICAL SHOW
BID FORM**

A complete Pyro-Musical Show on July 4, 2016 or subsequent date at the City of Hazelwood White Birch Park, 1186 Teson Road, Hazelwood, MO 63042 or alternate site selected are offered by

(Contractor Name)

in the amount stated below.

Pyrotechnics set to music GRAND TOTAL \$ _____

Anticipated time for set up of fireworks day of event _____

Insurance Company information:

CERTIFICATE OF INSURANCE

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Contact Name: _____

Attached to and made a part of the bid are:

- *Proposed pyrotechnic show indicating sizes, types and colors of shells, manufacturer and quantity as applicable.
- *Diagram of sound system as required.
- * Contract for review.
- * Subcontractors information.
- * References.
- * Company history & experience.
- * Non-Collusion Affidavit.



CITY OF HAZELWOOD
NON-COLLUSION AFFIDAVIT

STATE OF MISSOURI)
) SS
County of St. Louis)

_____ being first duly sworn on oath deposes and states:

I. That in connection with this procurement:

- a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

II. The undersigned further states:

- a. he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above; or
- b. he is not the person on the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above.

III. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

FOR CORPORATIONS:

(Corporate Seals)

Name of Firm _____

- Please check:
- Corporation
 - Partnership or
 - Sole Proprietor

ATTEST TO SEAL:

Signature and Title of Bidder

SUBSCRIBED AND SWORN TO before me this
_____ day of _____, 20__

Notary Public

FIREWORKS DISPLAY SAMPLE CONTRACT

This contract is entered into this _____ day of _____, by and between _____ designated herein as the **SELLER** and City of Hazelwood, Missouri, designated herein as the **PURCHASER**.

SELLER will secure, prepare, and deliver said fireworks as outlined in the proposal submittal by the **SELLER**, or will make necessary substitutions of equal or greater value as defined in the Request for Proposal entitled "Pyro-Musical Show," as both documents are made a part of this Contract. **SELLER** will include the services of one or more pyrotechnic operator(s) to hereby take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State and Local laws that might be applicable. **SELLER** shall meet all requirements of the Request for Proposals as attached and made a part of this contract.

PURCHASER agrees that he, along with the operator and assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the **SELLER/OPERATOR**, shall be returned to the **SELLER/OPERATOR** for safe keeping or disposal of said material. Performance of the contract requires the site be attended until post-show inspection of the mortar boxes and grounds with removal of any unspent shells removed by the **SELLER/OPERATOR**. All other materials, debris and equipment used by the **SELLER** for the display shall be removed from the premises within thirty-six hours following the presentation unless otherwise authorized by the **PURCHASER** due to inclement weather conditions. Failure to comply shall result in a two thousand dollar (\$2,000.00) penalty to be deducted from the final payment.

PURCHASER will furnish the minimum safety distance factors established by the **SELLER** after an on-site inspection of the proposed shooting location. **PURCHASER** will procure adequate police protection to maintain these distance factors. **PURCHASER** also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that the **PURCHASER** will pay the **TOTAL** purchase price of

\$24,000.00. The purchase price includes both a fireworks display and sound reinforcement package as described in **SELLER'S** proposal.

The **PURCHASER** will pay **25%** of the total price by or on June 04, 2016, the sum of \$6,000.00. The remainder of \$18,000.00 is to be paid within ten (10) days following the presentation of the display on July 4, 2016, or subsequent rain date whichever is applicable.

PURCHASER agrees that the **SELLER** as the contraction agent is not responsible for any incident at the display site inclusive of the discharge site, spectator viewing area and potential landing area either (A) prior to the **SELLER'S** delivery of fireworks to the display site; or (B) after the removal and disposal of any and all defective shells, debris from display and equipment brought on the display site by the **SELLER** in conjunction with the operations of the display.

It is agreed and understood that the display will be presented July 4, 2016, if weather permits, or at some future date as agreed between both the **SELLER** and **PURCHASER** in the event of inclement weather, so as to cause postponement of the display.

The **PURCHASER** shall have the right to cancel this agreement with the **SELLER** with no financial penalty if any segment of the Scope of Services as described in the attached request for proposals entitled "Pyro-Musical Show" is not fulfilled. If display is cancelled by the **PURCHASER** for other reasons, it is agreed and understood that one fourth (1/4) of the contract price, \$6,000.00 will be paid to the **SELLER**.

The **SELLER** shall file a copy of all insurance policies with the City before the receipt of the down payment by the **PURCHASER**. If the City is damaged by failure of the Contractor to purchase or maintain such insurance and to so notify the City, then the Contractor shall bear all reasonable costs properly attributed thereto.

The minimum limits of **SELLER'S** liability are the following:

Workmen's Compensation	Statutory
Comprehensive General Liability	
Bodily Injury	\$ 2,727,489
Property Damage	\$ 2,727,489

Automobile Liability	
Bodily Injury	
Each Person	\$ 409,123
Each Occurrence	\$2,727,489
Property Damage	\$2,727,489
	Umbrella

The **SELLER** shall provide protective liability insurance in the name of the City and furnish a policy to the City naming the City as co-insured. Same limits as Comprehensive General Liability apply (\$2,727,489).

The certificate of liability insurance shall stipulate the inclusion of the extent of the indemnification of the City. This indemnification shall indemnify and hold harmless the City and their employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work by the **SELLER** or anyone directly or indirectly designated to represent the **SELLER**.

Any insured loss is to be adjusted with the City as trustee for the insureds, as their interests may appear. Note: **SELLER** should provide insurance to protect against vandalism or destruction of **SELLER'S** equipment, materials and/or supplies.

SELLER shall furnish all certificates of required insurance and a performance bond in the amount of 100% of the Contract sum to the Office of the Hazelwood City Clerk, 415 Elm Grove Lane, prior to any required partial payments due to **SELLER** on June 04, 2016.

The parties agree that venue shall lie exclusively in the Circuit Court of St. Louis County in the event of any litigation between them with regards to the matters encompassed by this agreement.

Section _____. ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT

A. DEFINITIONS. As used in this section, the following terms shall have the following meanings:

(1) "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating

unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

(2) "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

(3) "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;

(4) "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of sections 285.525 to 285.550;

(5) "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

(6) "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

(7) "Knowingly", a person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

(8) "Municipality", the City of Hazelwood.

(9) "Public employer", every department, agency, or instrumentality of the state or political subdivision of the state;

(10) "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

(11) "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

B. ILLEGAL ACTS. 1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

2. As a condition for the award of any contract or grant in excess of five thousand dollars by the municipality the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. The affidavit shall be approved as to form by the municipal attorney.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.

5. A general contractor or subcontractor of any tier shall not be liable under this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

C. ENFORCEMENT. The attorney general shall enforce the requirements of sections 285.525 to 285.550.

2. An enforcement action shall be initiated by means of a written, signed complaint under penalty of perjury as defined in section 575.040, RSMo, to the attorney general submitted by any state official, business entity, or state resident. A valid complaint shall include an allegation which describes the alleged violator as well as the actions constituting the violation, and the date and location where such actions occurred. A complaint which alleges a violation solely or primarily on the basis of national origin, ethnicity, or race shall be deemed invalid and shall not be enforced.

3. Upon receipt of a valid complaint, the attorney general shall, within fifteen business days, request identity information from the business entity regarding any persons alleged to be unauthorized aliens. Such request shall be made by certified mail. The attorney general shall direct the municipality to suspend any applicable license, permit, or exemptions of any business entity which fails, within fifteen business days after receipt of the request, to provide such information.

4. The attorney general, after receiving the requested identity information from the business entity, shall submit identity data required by the federal government to verify, under 8 U.S.C. 1373,

the immigration status of such persons, and shall provide the business entity with written notice of the results of the verification request:

(1) If the federal government notifies the attorney general that an employee is authorized to work in the United States, the attorney general shall take no further action on the complaint;

(2) If the federal government notifies the attorney general that an employee is not authorized to work in the United States, the attorney general shall proceed on the complaint as provided in subsection 5 of this section;

(3) If the federal government notifies the attorney general that it is unable to verify whether an employee is authorized to work in the United States, the attorney general shall take no further action on the complaint until a verification from the federal government concerning the status of the individual is received.

5. (1) If the federal government notifies the attorney general that an employee is not authorized to work in the United States, and the employer of the unauthorized alien participates in a federal work authorization program, there shall be a rebuttable presumption that the employer has met the requirements for an affirmative defense under subsection 4 of section B, and the employer shall comply with subsection 6 of this section.

(2) If the federal government notifies the attorney general that an employee is not authorized to work in the United States, the attorney general shall bring a civil action in Cole County if the attorney general reasonably believes the business entity knowingly violated subsection 1 of section 285.530.

(a) If the court finds that a business entity did not knowingly violate subsection 1 of this section, the employer shall have fifteen business days to comply with subdivision (1) and paragraph (a) of subdivision (2) of subsection 6 of this section. If the entity fails to do so, the court shall direct the municipality to suspend the business permit, if such exists, and any applicable licenses or exemptions of the entity until the entity complies with subsection 6 of this section;

(b) If the court finds that a business entity knowingly violated this section, the court shall direct the municipality to suspend the business permit, if such exists, and any applicable licenses or exemptions of such business entity for fourteen days. Permits, licenses, and exemptions shall be reinstated for entities who comply with subsection 6 of this section at the end of the fourteen day period.

6. The correction of a violation with respect to the employment of an unauthorized alien shall include the following actions:

(1) (a) The business entity terminates the unauthorized alien's employment. If the business entity attempts to terminate the unauthorized alien's employment and such termination is challenged in a court of the state of Missouri, the fifteen-business-day period for providing information to the

attorney general referenced in subsection 3 of this section shall be tolled while the business entity pursues the termination of the unauthorized alien's employment in such forum; or

(b) The business entity, after acquiring additional information from the employee, requests a secondary or additional verification by the federal government of the employee's authorization, under the procedures of a federal work authorization program. While this verification is pending, the fifteen-business-day period for providing information to the attorney general referenced in subsection 3 of this section shall be tolled; and

(2) A legal representative of the business entity submits, at an office designated by the attorney general, the following:

(a) A sworn affidavit stating that the violation has ended that shall include a description of the specific measures and actions taken by the business entity to end the violation, and the name, address, and other adequate identifying information for any unauthorized aliens related to the complaint; and

(b) Documentation acceptable to the attorney general which confirms that the business entity has enrolled in and is participating in a federal work authorization program.

7. The suspension of a business license or licenses under subsection 5 of this section shall terminate one business day after a legal representative of the business entity submits the affidavit and other documentation required under subsection 6 of this section following any period of restriction required under subsection 5 of this section.

8. For an entity that violates subsection 1 of this section for a second time, the court shall direct the municipality to suspend, for one year, the business permit, if such exists, and any applicable license or exemptions of the business entity. For a subsequent violation, the court shall direct the municipality to forever suspend the business permit, if such exists, and any applicable license or exemptions of the business entity.

10. This section shall not be construed to deny any procedural mechanisms or legal defenses included in a federal work authorization program.

11. Any business entity subject to a complaint and subsequent enforcement under this section or any employee of such a business entity, may challenge the enforcement of this section with respect to such entity or employee in the courts of the state of Missouri.

12. If the court finds that any complaint is frivolous in nature or finds no probable cause to believe that there has been a violation, the court shall dismiss the case. For purposes of this subsection, "frivolous" shall mean a complaint not shown by clear and convincing evidence to be valid. Any person who submits a frivolous complaint shall be liable for actual, compensatory, and punitive damages to the alleged violator for holding the alleged violator before the public in a false light. If the court finds that a complaint is frivolous or that there is not probable cause to believe

there has been a violation, the attorney general shall issue a public report to the complainant and the alleged violator stating with particularity its reasons for dismissal of the complaint. Upon such issuance, the complaint and all materials relating to the complaint shall be a public record as defined in chapter 610, RSMo.

13. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section or section 285.530. The court may take judicial notice of any verification of an individual's status previously provided by the federal government and may request the federal government to provide automated or testimonial verification.

14. Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether the sections are no longer applicable and should be repealed.

EXECUTED BY AUTHORIZED REPRESENTATIVES

OWNER: City of Hazelwood

CONTRACTOR:

Matthew Zimmerman, City Manager

Date

Date

ATTEST:

WITNESS:

Colleen Wolf, MMC

City Clerk

Date

Date

APPROVED AS TO FORM:

Kevin M. O'Keefe, City Attorney

CONTRACT AUTHORIZED BY CITY OF HAZELWOOD ORDINANCE: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2016, before me appeared _____, to me personally know, who being by me duly sworn, did say that he is the _____, duly organized and existing under the laws of the State of Missouri, and that he is authorized to sign the instrument on behalf of said _____, and acknowledged to me that he executed the within instrument as the free act and deed of said Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

[SEAL]

My Commission Expires: