



KNOW · HOW · ASESORES

**CITY OF HOLLYWOOD, FLORIDA  
REQUEST FOR QUALIFICATIONS 4603-19-AP  
FOR  
CONSULTING SERVICE FOR STRATEGIC PLANNING**

**SUBMITTED TO: CITY OF HOLLYWOOD, FLORIDA**

**OFFICE PROCUREMENT SERVICES DIVISION  
2600 HOLLYWOOD BOULEVARD, ROOM 303  
HOLLYWOOD, FLORIDA 33020**

**SUBMITTED BY: CINTHIA V. CERVANTES QUINTERO  
MANAGING DIRECTOR  
1330 SW 20th St 33145 Miami, FL 33145  
[C.CERVANTESQ@KHASESORES.COM](mailto:C.CERVANTESQ@KHASESORES.COM)**

**DUE DATE: FEBRUARY 11, 2019 BY 3:00P.M**

**PROPOSAL DELIVERED IN A SEALED ENVELOPE**

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*Nuestra obligación de sobrevivir no  
es solo para nosotros, sino también  
para preservar las especies y el  
planeta.*



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## 1. COVER LETTER

February 11, 2019

**CITY OF HOLLYWOOD, FLORIDA**  
**Office of Procurement Services**  
[apemsel@hollywoodfl.org](mailto:apemsel@hollywoodfl.org)  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

Subject: Proposal in Response to RFQ 4603-19-AP for Consulting Service for Strategic Planning

Dear Evaluation Committee,

Know How Asesores SAS, Corp appreciates this opportunity to present our qualifications and work plan to develop the consulting service for Strategic Planning. The attached proposal shows our approach and work plan, and project staff necessary to not only meet but continue to exceed the needs and expectations of the City.

### **Proposal Submission and Questions**

As the principal of our consulting area, I am authorized to lead Know How Asesores SAS, Corp to the commitments made herein. Should you have any questions regarding our proposal, my contact is as follows:

Mr. Cinthia Cervantes Q., Managing Director  
1330 SW 20th St, 33145 Miami, FL.  
[c.cervantesq@khasesores.com](mailto:c.cervantesq@khasesores.com)

### **Benefits to the County for selecting Know How Asesores SAS CORP**

Our project team in the State of Florida, has current relevant experience providing study calculation, comparisons, analysis and recommendations for organizations adressed in Colombia and the State Of Florida.

Know How Asesores SAS, Corp`s has experience of Management Consulting Services for cities and counties over seven (7) years. But, more importantly, our project team not only has the capability, but also the capacity to complete the proposed services within the City`s requested timelines.





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*Por un mundo más responsable para todos*

We believe the City will receive the best study with the best value by selecting Know How Asesores SAS, Corp for the following reasons:

- Financial stability, operating support and a roster of additional consultants from an international consulting firm.
- A proven ability to complete projects on-time with minimal disruption to our client's staff.
- Demonstrate ability to successfully present and detailed complex data to elected officials and community stakeholders.
- We have thoroughly reviewed the City's RFQ and Addendums and have no exceptions to the terms and conditions, and the sample Services Agreement.

We appreciate the opportunity to submit this proposal and look forward to working with City of Hollywood on this important Project.

Sincerely,



**KNOW  
HOW  
ASESORES**  
Lic. Cinthia Cervantes Q.6  
Managing Director





## 2. CONSULTANT TEAM QUALIFICATIONS

### 2.1 Firm Profile

Know How Asesores is a consulting firm headquartered in Miami, FL-USA and Bogotá-Colombia serving clients in both places. We were established in 2011 with just a few professionals and have experienced sustained growth throughout our eight years ever since. Today, Know How Asesores has a staff of approximately forty professionals working in our projects and office locations in Miami, FL and Bogotá, Colombia. We provide two consulting services lines: Management and economics affairs

We believe that our continued growth during challenging economic times, indicate our outstanding services and expertise we bring to our clients, as well as the integrity of our firm culture. Our dedicated Local Government Consulting Practice Team is committed to understanding the City of Hollywood's operations, declare its vision and mission, its external and internal situation, identify the objectives y the strategies and, design strategic plans necessary to achieve said objectives.

The following certifications are held by members of Know How Asesores:

- Certified Associates in Strategic Planning (ASP)
- Certified Project Management Professionals (PMP)
- Certified Lean Six Sigma Green Belts
- Certified in the Governance of Enterprise IT (CGEIT)
- Certified Public Accountant (CPA)
- Certified in Risk and Information Systems Control (CRISC)

A team of professionals from Know How Asesores will be responsible for providing the Strategic Planning to City of Hollywood. Our team has experience in public sector strategic planning, as well as, demonstrated written and verbal communication skills.

Each member of our team brings a specialized skill set and experience that helps to meet City of Hollywood's needs for this project. Therefore, we are able to provide focused guidance during each key stage of the project while maintaining a steady delivery of our services to City.

## 3. EXPERIENCE AND CAPACITY TO PERFORM

When we undertake a project of this scope and importance, the City of Hollywood leaders must have confidence that they have selected a consultant that is fully prepared for developing of Strategic Planning. Know How Asesores knows how to work with a large and diverse group of users in a way that will accurately assess their needs, translating these needs into the City's Strategic Planning. Likewise, we understand where the City of Hollywood is today and assist in envisioning where it would like to be.

The key strengths of our proposal that we consider to be most pertinent to City of Hollywood's needs for this project are:





- Assist our clients to determine what direction and outlines measurable goals have to take. Also for evaluating progress and changing approaches when moving forward.
- We have expertise assisting Government and private sectors on Strategic Planning. Our team members have experience in every stage of Strategic Planning process.
- We use a structured and collaborative approach to fact-finding and receive feedback from stakeholders throughout an open line of communication before our first site visit by requesting existing documentation and distributing clear project communications.
- We can assure you that Know How Asesores will work only in the City’s best interests. We will lead the City of Hollywood through every step of Strategic Planning Process that allows it to continue advancing and improving in regard to its vision and mission.

#### 4. SUMMARY OF PROPOSER’S QUALIFICATIONS

##### 4.1 Projects satisfactorily performed

#	Description	Client	Project Budget	Duration	Contact Information
1	Strategic Planning & Performance Measurement	Iconar Ltda	US\$16,900	Six months	<a href="mailto:representanteiconar@gmail.com">representanteiconar@gmail.com</a>
2	Consulting Services developing a Corporate Strategic Plan	Sistemas CYP	US\$21,000	Eigth months	<a href="mailto:gerenciasistemascyp@gmail.com">gerenciasistemascyp@gmail.com</a>
3	Strategic Plan Design	Jcq Solutions LLC	US\$15,000	Four months	<a href="mailto:Admon.jcqltda@gmail.com">Admon.jcqltda@gmail.com</a>





#### 4.2 Individuals to manage this project

Project Role and Title	Responsibilities
<b>Project Principal</b> Senior Economist	As project principal, the professional assigned will have overall responsibility for the services provided to the Hollywood’s City, ensuring that the project goals and objectives for the project are met.
<b>Project Manager</b> Business administration, MBA,	In this role, the professional assigned will act as primary link to the Hollywood’s City and be responsible for maintaining a constructive and clear line of communication between your staff and Know How Asesores. This professional will lead the development of project deliverables.
<b>Additional Know How Asesores’ Resources</b>	This team will also include consultants from Know How Asesores, made up of nearly thirty professionals. These resources will support the Project Team with fact-finding, research, and deliverable development.

#### 4.3 Adaptability and Responsiveness to changing Project needs

We pride ourselves on being flexible and able to adjust to each client’s needs. Our experienced team will work with the City of Hollywood during initial project planning to customize our approach and work plan to the resources of your organization. Throughout the project, we will work collaboratively with your entity throughout the Project, to adjust the work plan as priorities and circumstances change. Every member of our project team has experience in effectively adapting to change over the course of multiyear projects in order to ensure their success.

### 5. PROJECT APPROACH & METHODOLOGY

#### 5.1 Statement of Understanding

The City of Hollywood is a beachfront community located in southeastern Broward County midway between Miami and Fort Lauderdale. Hollywood is approximately 30 square miles in size and is Broward’s third-largest municipality with a population of roughly 143,000 residents. Hollywood has an average annual high temperature of 83 degrees and low temperature of 68 degrees.





A coastal city of over 140,000 residents located in Broward County, Hollywood is nestled between Fort Lauderdale and Miami. Fort Lauderdale-Hollywood International Airport abuts the city, while Port Everglades, the second busiest cruise port in the world, is partially within its municipal boundaries. Interstate 95, the Florida Turnpike, Tri-County Commuter Rail, and two major railroads cut through the city in a north-south direction. Miami International Airport and the Port of Miami are less than twenty-five miles away, providing further opportunities for Hollywood residents and companies to have access to the global marketplace.

From its formal incorporation by adoption of a municipal charter on November 28, 1925, the City of Hollywood has transformed itself. Beginning as an undeveloped tract of pine forests, palmetto plants, and tangled undergrowth interspersed with tomato farms and low lying marshland, it has become the second-most populated city in Broward County and the ninth largest city in the State of Florida.

growth. Hollywood is home to more than 60 parks, seven golf courses, seven miles of pristine beaches, and the one-of-a-kind Hollywood Beach Broadwalk, a promenade that stretches nearly 2.5 miles along the Atlantic Ocean. Named one of America's Best Beach Boardwalks by *Travel + Leisure* magazine, this brick-paved thoroughfare hosts pedestrians, joggers, bicyclists, rollerbladers, and millions of others every year. Dozens of eateries and inns line the Broadwalk and the promenade also features the Hollywood Beach Theatre, a children's water playground at Charnow Park, and many other attractions. Hollywood Beach also offers dozens of luxury hotels and condominiums such as the Diplomat Resort & Spa Hollywood, Trump Hollywood, and Margaritaville Hollywood Beach Resort.

Hollywood is home to 32 public and charter elementary, middle, and high schools. Students take advantage of the wide range of award-winning magnet programs including S.T.E.M.; the Cambridge Advanced International Certificate (AICE); Communication and Broadcasting; Military Academy; Health and Wellness; Montessori; and several others. All public schools located within the City of Hollywood are operated by the School Board of Broward County. Hollywood also has 13 private schools and a number of career schools. Nationally renowned higher learning institutions such as Barry University, Nova Southeastern University, and City College have research and educational facilities in Hollywood.

Hollywood has steadily grown into a dynamic business hub with more than 10,000 companies in the City. Approximately 80 percent of Port Everglades, the world's second-busiest cruise port, is located in Hollywood and the port is home to Royal Caribbean's *Allure of the Seas* and *Oasis of the Seas*, the largest cruise liners in the world. Hollywood also provides easy access to Fort Lauderdale/Hollywood International Airport and Miami International Airport, a major gateway to Latin America. Hollywood also is home to the Memorial Healthcare System, the nation's fifth-largest healthcare network, its flagship hospital, Memorial Regional, and the Joe DiMaggio Children's Hospital, the largest free-standing children's healthcare facility in Broward County.

Historic Downtown Hollywood is a lively commercial, entertainment and cultural arts district. Highlighted by the Artspark at Young Circle and dozens of bars and restaurants, Downtown Hollywood hosts hundreds of concerts, music festivals, dance exhibitions, shows, art exhibits, and much more. You can enjoy a wide variety of music and entertainment from live jazz, blues, rock, Latin, and R&B, all just a few steps apart.







That is why Hollywood must be considered as a great town which deserves to be managed accordingly. That is a very important reason because the City of Hollywood needs to get a Strategic Plan that includes a Vision and Mission Statement as well as identification of the City's core values. Likewise, an Action Plan to provide a means for enacting the initiatives outlined in the Strategic Plan, as well as an online tool by which the City can continually review and update the elements of Strategic Plan.

## 5.2 Scope of the proposal

Work in a collaborative framework with the public, citizen committees and associations, business and industry representatives, service clubs, non-profit organizations, school leaders, and City elected officials and staff on Strategic Planning. The strategic planning process must include extensive and sustained internal and external involvement activities, to engage a broad and deep cross section of the community and City staff. The City seeks a blend of involvement and cooperative approaches that will engage community members that typically are not participants in civic or community dialogue. The process must also engage a broad spectrum of the City's employees to ensure support and commitment to implementation. Such methodologies may include, workshops, citizen polling, consensus building, participatory decision-making, focus groups, SWOT analyses, personal interviews, engagement at community events, youth, church group or other target group outreach activities, opinion surveys, mailings, media coverage, city-wide newsletter, interactive use of a project website, town hall meetings, social media, vision fairs and other techniques.

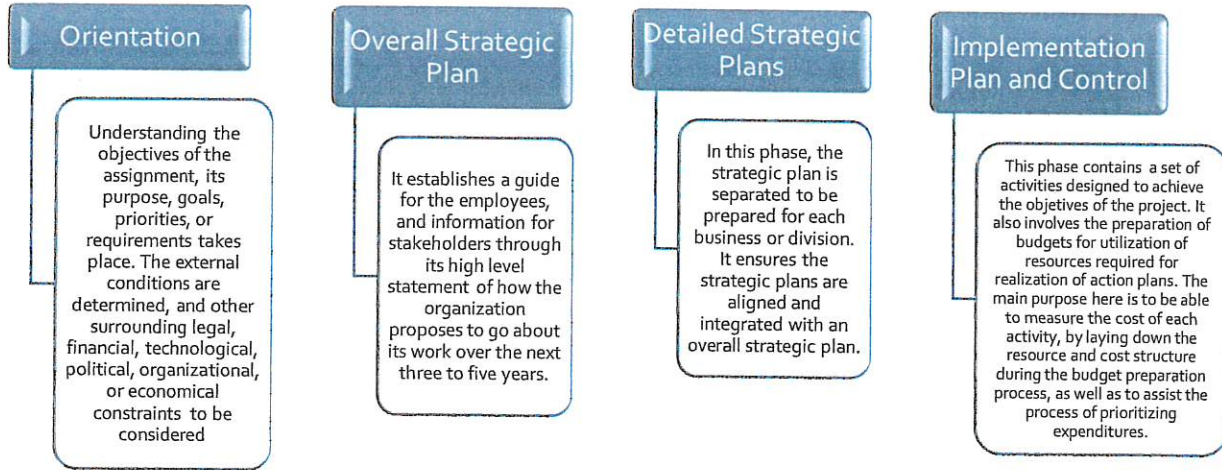
Additionally, the Strategic Planning Process must facilitate team building sessions for two groups: (1) the City Commission/CRA Board and (2) senior City/CRA staff. In addition to strengthening relationships, these sessions will result in identification of key goals and initiatives.

## 5.3 Our Methodology

Know How Asesores will develop the Systematic Strategy Planning by which an organization defines its current status, opportunities, long-term goals, and the strategies for which to achieve them. Systematic Strategic Planning-Full versión consists of a framework of phases through which each Project passes, a pattern of sections for straight-forward planning, and the fundamentals involved in any strategic planning Project, which we will explain below.

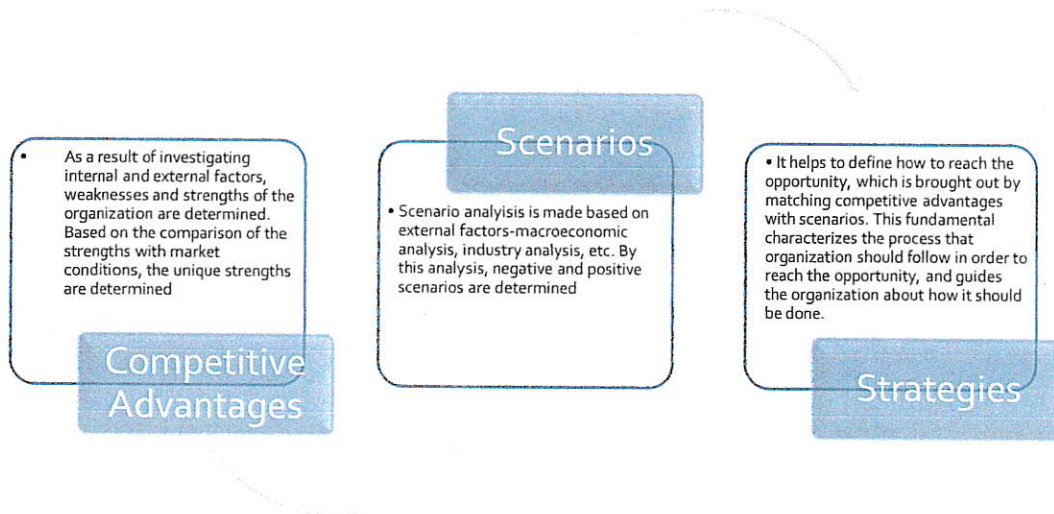
This strategic planning Project consists of four phases:





The Systematic Strategic Planning is based in three fundamentals:

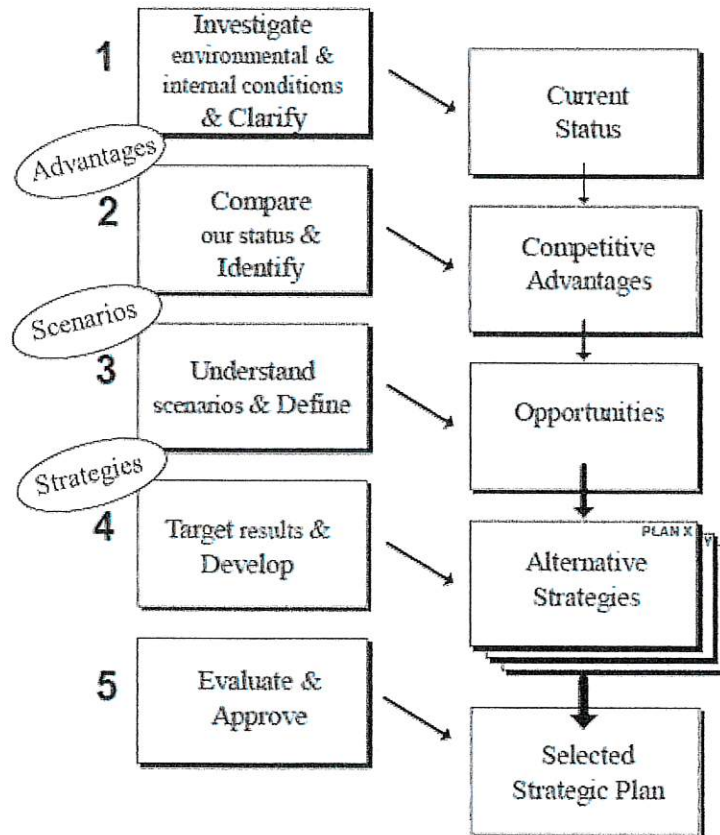




### 5.3.1 Systematic Strategic Planning - Sections

It consists of a pattern of five sections for straightforward planning to determine the three fundamentals involved in any strategic planning Project:





**Section #1. Investigating Environmental and Internal Conditions - Clarification of Current Status**

- This first section is to answer the question "Where are we?" through a comprehensive status analysis, essentially, the following assessments: Analysis of the internal structure of the organization, Environmental analysis, Analysis of developments and the internal strengths and weaknesses of the organization. The purpose is to identify the potential of the business taking into consideration its existing performance and problems. While making these assessments, the global and domestic trends in the sector or sub-sector, in which the organization operates, are discussed.

**Section #2. Comparison of Status and Identification of Competitive Advantages**

- Identifying competitive factors requires an external and internal focus. Within the first one, industry conditions or trends are identified, so they are compared with the competitors. Regarding internal focus, strengths and weaknesses in light of newly emerging determinants of success in the industry are reexamined.

**Section #3. Understanding Scenarios and Defining Opportunities.**

- Grouping of assumptions under consistent scenarios
- Forecast of macroeconomic changes
- Definition of industry status for each scenario
- Define opportunity
- Identification of impacts on industry analysis
- Determination of features offering competitive advantages for each scenario

**Section #4. Identification of Strategic Objectives, Main Goals, and Development of Alternative Strategies**

- Strategic objectives are the conceptual results, which the organization aims at achieving within a certain period of time. It is a course of action selected from a series of options in order to achieve and established goals against uncertainties. Strategic objectives and goals answer the organization's question "what do we want to achieve?". Main goals are the specific and measurable sub-objectives established for the achievement of strategic objectives. Unlike strategic objectives, goals are expressed quantitatively and cover a shorter term. Multiple goals may be set to achieve a strategic objective.

**Section #5. Evaluating Strategic Plans and Selecting the Best**

- Here the strategic plan most suitable for the organization is selected, through making an evaluation of the alternatives based on qualitative factors.





The systematic methodology is brought out in order to assemble the disconnected and disorderly ideas, processes, and techniques under the same roof, and be easily understood and applied.

The aim of systematic strategic planning is to force a look into the future and, therefore; provides an opportunity to influence the future or assume a proactive posture; to provide better awareness of needs and environment; to help define and focus on the objectives of the organization; and to provide a sense of direction, continuity and effective leadership.



- Microsoft Word and Excel**
- Microsoft Project**
- Microsoft Share Point**
- Microsoft power point**
- Microsoft visio**
- Adobe Acrobat**
- Gotomeeting**
- Teleconference and videoconference**

## 6. DETAILED WORK PLAN AND DELIVERABLES

The following work plan includes upon integrated version the deliverables requested by the City of Hollywood in a most accurate manner.

Phase	Description of activities	Deliverables
Phase #1 Effective collaboration and Project management, develop communications plan, and findings.	<p>Know How asesores’s team will establish a close interaction with the City Staff. We will attend a variety of community events and develop key messages. In that way and through compilation of available information we will find out and identify issues, values, concerns, trends, constraints and opportunities.</p> <p>We will advise City Staff, decisión-markers and other key players regarding media relations. Likewise, we will provide other consulting</p>	Deliverable #1. Identification, compilation and analyzing of issues, values, current, emerging and projected trends, potential impacts, constraints and opportunities.





	<p>services relating to the scope of work as meeting management, technical analysis, synthesizing information and Project management.</p>	<p>Deliverable #2. One-on-one meetings with city commission members, senior executive staff, Budget Office Staff, and unión representatives. Four community meetings, two retreats, and a presentation to the City Commission. Materials and presentations, reports and other documents of key activities and findings.</p>
	<p>Know How Asesores's team will use social media to deliver information to a diverse community in a variety of ways and internal communications. Likewise, we will develop activities of marketing and publicity, media relations and creating key messages to increase recognition, build credibility, and deepen understanding of the process, its objectives and outcomes within the community.</p>	<p>Deliverable #3. Designing and Application of Methods of marketing and publicity.</p>
<p>Phase #2. Prepare the set of Core Values and develop the visión and misión statements</p>	<p>Know How Asesores's Team will write a narrative explaining the development of the set of Core Values and other relevant information that can serve to deepen understanding and create lasting value. Likewise, we will determine a vision and a mission statement and provide a concrete way for stakeholders, especially employees, to understand the meaning and purpose of the City of Hollywood.</p>	<p>Deliverable #4. Core Values Listed, vision and mission statement.</p>
<p>Phase #3 Develop a Strategic Plan</p>	<p>Know How Asesores's Team will develop the Strategic Plan requerid by City of Hollywood and a Action Plan logically structured consisted of an online, line portal through wich employees will be able to update and community residents will be able to acces for information. We will work with the City's staff to collect any feedback or additional terms for inclusión before updating the final versión of the Strategic Plan.</p>	<p>Deliverable #5. Strategic Plan made up in Goals and subsequent objectives and Action Plan</p>
<p>Phase #4. Develop Performance Measures</p>	<p>Know How Asesores's Team will develop performance measures for each action for quarterly reporting by departments and offices accessed through the the online portal</p>	<p>Deliverable #6. Performance Measures</p>
<p>Phase #5. Design maintenance of Strategic Plan</p>	<p>Know How Asesores's Team will develop mechanisms and timesframes to gather and mantain focus on the Strategic plan through anual exercises. Likewise, update and adjust accomplishments and changes in the City of Hollywood</p>	<p>Deliverable #7. Recommendations to gather, mantain focus, keep, update and adjust Strategic Plan.</p>





### 6.1 City of Hollywood and responsibilities

Our expectation for City’s involvement is as follows:

- Provide an individual that serves in the rol of Project manager, overseeing the day-to-day implementation activities.
- Assist Know How Asesores in the review of implementation vendor deliverables.
- Assist with the development and maintenance of the Project Work Plan, Schedule, Communication Plan, Budget.
- Participate in weekly project management meetings with Know How Asesores and collaborate in developing the agenda and key discussion points.
- Lead the City’s stakeholders communication efforts.
- Lead testing activities and work with the implementation vendor to address issues throughout testing.
- Lead training activities and work with the implementation vendor to address issues prior to the start of training and throughout training.

### 7. TIMELINE AND SCHEDULE

Deliverables	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Deliverable #1. Identification, compilation and analyzing of issues, values, current, emerging and projected trends, potential impacts, constraints and opportunities.	█	█										
2. Deliverable #2. One-on-one meetings with city commission members, senior executive staff, Budget Office Staff, and unión representatives. Four community meetings, two retreats, and a presentation to the City Commision. Materials and presentations, reports and other documents of key activities and findings.			█									
3. Deliverable #3. Designing and Application of Methods of marketing and publicity.				█								
4. Deliverable #4. Core Values Listed, vision and mission statement.				█	█							
5. Deliverable #5. Strategic Plan made up in Goals and subsequent objectives and Action Plan						█	█	█	█	█		
6. Deliverable #6. Performance Measures											█	
7. Deliverable #7. Recommendations to gather, mantain focus, keep, update and adjust Strategic Plan.												█







### 8. COST OF SERVICES

PRICING						
Project deliverables requested by City of Hollywood	Consulting Services for Strategic Planning	Duration (months)	Estimated # of Work Hours per month	Estimated Total # of Work Hours	Hourly Rate	Cost Total
a	Effective Collaboration and Project Management	12	24	288	\$ 138.00	\$ 39,744.00
b	Develop a Communications Plan					
c	Analysis and Findings					
d	Prepare the Set of Core Values					
e	Develop the vision and mission statements					
f	Develop a Strategic Plan					
g	Develop performance measures					
h	Maintenance of Strategic Plan					


**Pricing:**

- Hourly Pricing: The Know How Asesores SAS CORP hourly rate Consulting Services for Strategic Planning is \$138/hr. It is estimated that this effort will require between 250 and 300 hours of effort over an estimated 12 months beginning in February or March, according to the results of this bid. This is for reference only as Know How Asesores SAS CORP is prepared to offer a project price for the scope of services included in this document.

- Project Price: Know How Asesores SAS CORP is pleased to offer a complete project price, including expenses, to provide the deliverables described in this document for a fixed project Price of \$39,744.

- Expenses: All local travel and printing of documents is included in the project Price.

- Fee and Budget - Breakdown of Hours: The payment is monthly, upon satisfactory review of the deliverable scheduled according to the work plan approved anticipatively between the City of Hollywood and Know How Asesores SAS CORP.

Authorized signature: 

Print/type Name as signed above: **Cynthia V. Cervantes Q**

Date: February 11, 2019





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Por una gestión responsable y transparente

## 9. REQUIRED FORMS AND DOCUMENTS

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*Nuestra obligación de sobrevivir no es solo para nosotros, sino también para preservar las especies y el planeta.*



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# *State of Florida*

## *Department of State*

I certify from the records of this office that KNOW HOW ASESORES SAS CORP. is an out of the country corporation authorized to transact business in the State of Florida, qualified on December 30, 2016.

The document number of this corporation is F16000005744.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on September 19, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of January,  
2019*



*A. [Signature]*  
Secretary of State

Tracking Number: 5043298262CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Know How ASESORES SAS CORP. Federal Tax Identification Number: N981348562

If Corporation - Date Incorporated/Organized: December 30, 2016

State Incorporated/Organized: Florida

Company Operating Address: 1330 SW 20th St

City Miami State Florida Zip Code 33145

Remittance Address (if different from ordering address): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact Person: Cynthia Cervantes Q Email Address: C.CERVANTES@KHASESORES.COM

Phone Number (include area code): (1)7865267888 Fax Number (include area code): \_\_\_\_\_

Company's Internet Web Address: www.khasesores.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

  
Bidder/Proposer's Authorized Representative's Signature: \_\_\_\_\_ Date 02-11-19

Type or Print Name: Cynthia Cervantes Q

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

January 13, 2019

City of Hollywood, Florida  
Solicitation # **RFQ-4603-19-AP**

**NONCOLLUSION AFFIDAVIT**

STATE OF: Florida

COUNTY OF: Broward, being first duly sworn, deposes and says that:

- (1) He/she is Cynthia Cervantes of Know How Asesores, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)  Director  
 Title

*KNOW HOW AS*  
 RTI: 8004519486

**Failure to sign or changes to this page shall render your bid non-responsive.**

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of Hollywood  
by Cynthia Penante for KNOW HOW ASSESSORS  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in a federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(Signature)

Sworn to and subscribed before me this 11 day of February, 2019.

Personally known \_\_\_\_\_

Or produced Identification \_\_\_\_\_ Notary Public-State of Florida

Passport AR729171 my commission expires 9-6-2022  
(Type of Identification)

Yveline Fleurimond  
(Printed, typed or stamped commissioned name of notary public)



YVELINE FLEURIMOND  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG256036  
Expires 01/01/2022

Failure to sign or changes to this page shall render your bid non-responsive.

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

KNOW HOW ASEGORES SAS CORP.  
1330 SW 20th ST.  
Miami, FL 33145

Application Number and/or Project Name:

RFQ-4603-19-AP - Consulting Services for Strategic Planning.

Applicant IRS/Vendor Number: N981348562

Type/Print Name and Title of Authorized Representative:

Cynthia Camantes Q

Signature:

Date: 02-11-2019.

**Failure to sign or changes to this page shall render your bid non-responsive.**



January 13, 2019

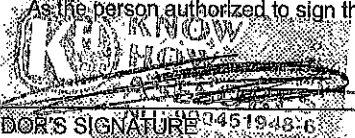
City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
 \_\_\_\_\_  
 VENDOR'S SIGNATURE      PRINTED NAME  
 \_\_\_\_\_  
 KNOW HOW ASESORES SAS CORP  
 NAME OF COMPANY

January 13, 2019

City of Hollywood, Florida  
Solicitation # **RFQ-4603-19-AP**

**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



SIGNATURE 09451948-6

*Cynthia Cowart*  
 PRINTED NAME

*Know How Assessors*  
 NAME OF COMPANY

*Managing Director*  
 TITLE

**Failure to sign this page shall render your bid non-responsive.**

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for KNOW HOW ASESORES SAS CORP.

Firm giving Reference: ICONAR LTDA

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: REPRESENTANTE@ICONAR.ORG.MAIL.COM

- 1. Q: What was the dollar value of the contract?  
A US\$ 16,900
- 2. Have there been any change orders, and if so, how many?  
A NO
- 3. Q: Did they perform on a timely basis as required by the agreement?  
A yes
- 4. Q: Was the project manager easy to get in contact with?  
A: yes
- 5. Q: Would you use them again?  
A. yes
- 6. Q: Overall, what would you rate their performance? (Scale from 1-5)  
A  5 Excellent  4 Good  3 Fair  2 Poor  1 Unacceptable
- 7. Q: Is there anything else we should know, that we have not asked?  
A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: MAGALY SAICENO  
Title: MANAGER

Signature: 

Date: 02-08-19

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: know how Asecure's SAS CORP.

Firm giving Reference: JCO SOLUTIONS LLC

Address: 401 River Watch Dr Greenville, SC 29605

Phone: \_\_\_\_\_

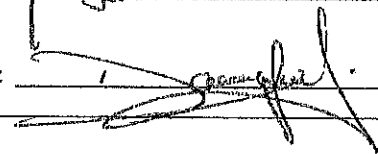
Fax: \_\_\_\_\_

Email: adman.jco@tda@gmail.com

1. Q: What was the dollar value of the contract?  
A: US\$ 15,000
2. Have there been any change orders, and if so, how many?  
A: no
3. Q: Did they perform on a timely basis as required by the agreement?  
A: yes
4. Q: Was the project manager easy to get in contact with?  
A: yes
5. Q: Would you use them again?  
A: yes
6. Q: Overall, what would you rate their performance? (Scale from 1-5)  
A:  5 Excellent  4 Good  3 Fair  2 Poor  1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?  
A: \_\_\_\_\_

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Darling Tatis Gaudin  
Title: Manager

Signature: 

Date: 02-07-19

January 13, 2019

City of Hollywood, Florida  
Solicitation # RFQ-4603-19-AP

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: KNOW HOW EXPERTISE SAS CORP

Firm giving Reference: Sistemas C y P Sas.

Address: calle 12a # 71B-40 Ofi 502

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: gerenciaSistemasCyp@gmail.com

1. Q: What was the dollar value of the contract?  
US\$ 21.000
2. Have there been any change orders, and if so, how many?  
no
3. Q: Did they perform on a timely basis as required by the agreement?  
yes
4. Q: Was the project manager easy to get in contact with?  
yes
5. Q: Would you use them again?  
yes
6. Q: Overall, what would you rate their performance? (Scale from 1-5)  
 5 Excellent    4 Good    3 Fair    2 Poor    1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Cecilia Ascario  
Title: Legal Representative

Signature: Cecilia Ascario

Date: 02-11-19

**Bid #RFQ 4603-19-AP - Consulting Services for Strategic Planning** RFQ  **Q & A deadline: Jan 29, 2019 5:00:00 PM EST**

Print

**11 Questions**  
**0 Unanswered Questions****1. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

Is there an estimate with regard to the project budget? If no, can you supply the budget for previous similar projects? - Jan 23, 2019 11:26:34 AM EST

Answer - Jan 23, 2019 12:18:06 PM EST

The City does not have a project budget, our goal is to obtain the best value and highest quality for the services being requested.

**2. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

Can you confirm that no proposed pricing is required at this time with the RFQ submission? - Jan 24, 2019 5:30:27 PM EST

Answer - Jan 28, 2019 12:25:40 AM EST

A price schedule/cost proposal is required and shall be included in your proposal under Section 6. Project Approach and Methodology. The price schedule can be included as an additional page for a total of 6 pages.

**3. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

There is no requirement to list costs in the Format outline, but the Evaluation Criteria of Experience and Capacity to Perform mentions:

The total maximum "not to exceed" budget is to be representative of the Scope of Work defined within this RFQ and proposed by consulting firm. Any additional tasks listed outside of the maximum limit will be considered in cost and hours. form.

Are we expected to include a budget for the project? If so, where should that go? - Jan 24, 2019 5:31:48 PM EST

Answer - Jan 28, 2019 12:25:40 AM EST

Yes. A budget is required, see the response under Question 2 for details.

**4. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

The Certification regarding Debarment form requires Applicant information to be submitted. Can you please confirm or clarify the following information requirements:

Applicant Name and Address: This would be the name and address of the organization/firm?

Application Number/Project Name: This is the Solicitation # RFQ-4603-19-AP and name Consulting Services for Strategic Planning?

Applicant IRS/Vendor Number: This is the firm's EIN? Or is there another vendor number that should be included?

Thank you for your assistance in clarifying these items. - Jan 25, 2019 11:07:54 AM EST

Answer - Jan 28, 2019 12:25:40 AM EST


1. Yes. List the proposer's name and address.
2. Yes. Add the solicitation and number and name.
3. Yes. The firm's EIN must be listed.

**5. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

Does the city have its own infrastructure to host the portal (cited in the RFQ) back-end or can the portal be hosted on a third party platform? - Jan 29, 2019 1:54:51 PM EST

Answer - Feb 05, 2019 11:38:39 AM EST

No, the City's current infrastructure will not allow for this platform.

Results Per Page: 5 

**Bid #RFQ 4603-19-AP - Consulting Services for Strategic Planning**



**Q & A deadline: Jan 29, 2019 5:00:00 PM EST**

Print

**11 Questions**  
**0 Unanswered Questions**

**6. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

If the portal back-end is hosted by a third party, what are the city regulations and compliance when it comes to third party hosted applications? - Jan 29, 2019 1:55:51 PM EST

Answer - Feb 05, 2019 11:38:39 AM EST

Depending on the data it should be secure/encrypted and available to the City for records retention during and after the project.

**7. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

Are updates and training of the portal the responsibility of the contractor or city IT? - Jan 29, 2019 1:57:07 PM EST

Answer - Feb 05, 2019 11:38:39 AM EST

Training would fall under the responsibility of the contractor, unless it was technology that IT has knowledge about.

**8. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

On page 30 of the RFQ, Section 5 of the proposal indicates a maximum of 5 pages. Do the resumes that are to be included in section 5 count towards the 5-page limit? - Jan 29, 2019 1:57:23 PM EST

Answer - Feb 03, 2019 1:05:02 AM EST

The resumes do not count against the 5-page limit in Section 5..

**9. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

Will the city provide a unique Portal URL? - Jan 29, 2019 1:57:53 PM EST

Answer - Feb 05, 2019 11:38:39 AM EST

No portal/URL exists, but a third party one can be linked to from the City's site.

**10. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

For portal login credentials, are we using the city's current active directory or will the contractor create a new one from scratch for the city employees? - Jan 29, 2019 1:59:09 PM EST

Answer - Feb 05, 2019 11:38:39 AM EST

City's current AD would be preferred for authentication for City employees.

Four empty square input boxes.

Results Per Page: 5

**Bid #RFQ 4603-19-AP - Consulting Services for Strategic Planning**



**Q & A deadline: Jan 29, 2019 5:00:00 PM EST**

Print

**11 Questions**  
**0 Unanswered Questions**

**11. RFQ 4603-19-AP - Consulting Services for Strategic Planning**

How did this RFQ come to be? Is this an internally or externally motivated? - Jan 29, 2019 2:00:32 PM EST

Answer - Feb 03, 2019 1:05:02 AM EST

This RFQ was developed internally.

Results Per Page: 5



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Know How Asesores SAS CORP (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE EMPLOYER**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,



- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

**ARTICLE VI  
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

**If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 1364255

**Approved by:**

<b>E-Verify Employer Agent Employer</b> Know How Asesores SAS CORP	
Name (Please Type or Print) Cinthia Vanessa Cervantes Quintero	Title
Signature Electronically Signed	Date 12/03/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1364255

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Know How Asesores SAS CORP
Company Facility Address	1330 SW 20th St. Carrera 73bis No. 49a-73 Oficina 204 Miami, FL 33145
Company Alternate Address	1330 SW 20th St. Miami, FL 33145 Carrera 73bis No. 49a-73 Oficina 204 Miami, FL 33145
County or Parish	MIAMI-DADE
Employer Identification Number	981348562
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 1364255

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA                      1 site(s)

Company ID Number: 1364255

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Cinthia Vanessa Cervantes Quintero  
Phone Number (305) 224 - 3977  
Fax Number  
Email Address c.cervantesq@khasesoares.com

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