



Puerto Rico Medicaid Program

Printing and Mailing Services Request for Proposals

Part A – Printing and Mailing

SP-2022-2023-014-MEDICAID

2022-PRMP-EE-Printing-Mailing-001

Name	JOSE A. ALVARADO	Phone	787-641-0941 ext. 4433
Address	PO BOX 2995 GUAYNABO PR 00970-2995	Fax	N/A
		Email	jalvarado@databasepr.onmicrosoft.com

Name (Typed or Printed)	JOSE A. ALVARADO
Title	GENERAL MANAGER
Company Name	DMS MANAGEMENT CORP
Physical Address	AMELIA IND PARK 20 CALLE DIANA GUAYNABO PR 00968-8006
State of Incorporation	SAN JUAN, PUERTO RICO

Signature

Date

Primary Point of Contact:

Payment Information			
Name:	JOSE A. ALVARADO	Title:	GENERAL MANAGER
Address:	PO BOX 2995		
City, State, and ZIP Code:	GUAYNABO PR 00970-2995		
Phone:	787-641-0941	Fax:	N/A
Email:	jalvarado@databasepr.onmicrosoft.com		

Legal Notices:

Legal Notice Information			
Name:	JOSE A. ALVARADO	Title:	GENERAL MANAGER
Address:	PO BOX 2995		
City, State, and ZIP Code:	GUAYNABO PR 00970-2995		
Phone:	787-641-0941	Fax:	N/A
Email:	jalvarado@databasepr.onmicrosoft.com		

EXECUTIVE SUMMARY

OVERVIEW OF VENDOR EXPERIENCE AND CORPORATE INFORMATION

Database Marketing Services "DMS" is a locally and women-owned corporation operating under U.S. and Puerto Rico laws and regulations. We have been in business for over 25 years, offering services related to Address Validation for US Postal addresses. Also, providing customers with custom programming printing and fulfillment services related to but not limited to Health, Insurance, Banking, Retail, Telecommunications and Government Industry in Direct Marketing, printing, and logistics for customer internal and external communications.

DMS has its primary location based in Guaynabo, with proximity less than 3.2 miles from USPS and employs ten employees with a tenure of 18 years on average. Database Marketing Services is fully committed to employee education and development; we attend industry certifications every year to provide knowledge transfer and benefits to our customer base.

DMS handles 80% of Marketing Direct Mail in Puerto Rico and carries more USPS & Industry certifications than others. They are positioning us as the industry leader in Puerto Rico.

Due to our constant development in programming and USPS's new initiatives, the industry has awarded Database Marketing Services. Also, the US Postal Service has recognized some of our customers for adopting USPS technology thru Database Marketing Services, such as Autoridad de Acueductos y Alcantarillados, Sistema de Retiro Central y La Judicatura, T-Mobile PR, and La Rama Judicial, among others.

We have vast experience validating USPS postal addresses to provide reliable address statistics. Also, other vendors hire our services just to deliver the best address validation. We have developed our own validation tool to give the customer's validation rates above 98% of success. We are the only company providing full manual validation services. We are pioneers in handling electronic return mail and providing immediate results and statistics on the essential part of a mailing—the post process or triaged.

With proven hands-on experience, DMS provides unique KPI's and Personalized Dashboards where customers can access on demand to track and have USPS internal process visibility. Helping customers have more leverage at USPS on any customer claim or processing issue.

Our operations facility is designed with two goals. Reliability and Redundancy.

Talking About Reliability and Redundancy:

- 3 Layers of Power (Generator A, Generator B + Battery backup)
- 1 week of fuel autonomy
- 2 carriers of data and communication services
- 1 week of water
- AC Systems designed to have redundancy in servers processing services at all times.

COMPANY PROFILE

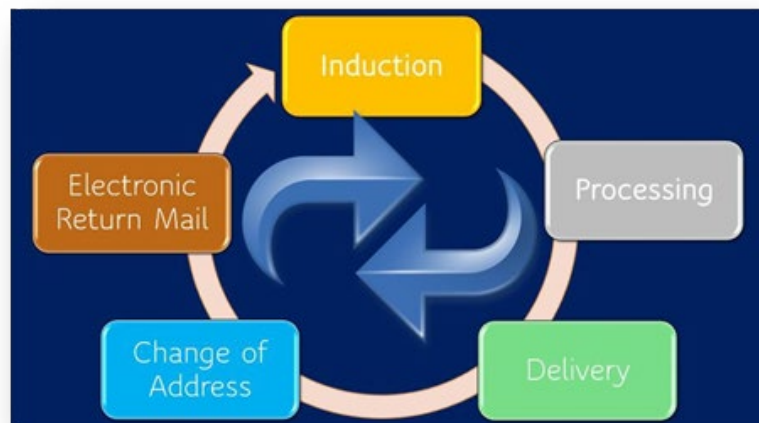
COMPANY OVERVIEW

1. Administrative Information

- Company Name: DMS Management Corp
- Company Principals
 - Kenneth Sewell – President
 - Jose A. Alvarado – VP & General Manager
- Mailing Address: PO Box 2995, Guaynabo PR 00970-2995
- Physical Address: Amelia Ind Park, 20 Calle Diana, Guaynabo PR 00970-2995
- Telephone: 787-641-0941
- Email: sales@databasepr.com / jalvarado@databasepr.onmicrosoft.com

2. Business Specialty
 - Database Marketing Services is a local company that specializes in providing postal address correction services. Further, DMS designs, executes, and manages postal strategies aimed at optimizing delivery levels, generating response, and optimizing postal costs.
3. Subcontracted Services
 - DMS subcontracts the following services:
 - Lettershop
 - Commercial Printing
4. Type of Business
 - Database Marketing Services is a company 100% locally owned. Women owned.
5. Certification Number
 - GSA Certification Number: 3603
6. Human Resources
 - Number of Employees - DMS counts with a platform of ten (10) Full-time employees.
 - Key Personnel - All key personnel reside in Puerto Rico
 - Kenneth Sewell – President – 30 years of work experience
 - Jose Alvarado – VP & General Manager – 22 years of work experience
 - Juan Falcon – IT Manager – 25 years of work experience
 - Arleen Hernandez – Database Manager – 25 years of work experience
 - Silka Montalvo – Printing Manager – 25 years of work experience
7. United States Postal Service & Industry Certifications
 - Coding Accuracy Support System-Puerto Rico / CASS-Puerto Rico
 - Coding Accuracy Support System-National / CASS-USA
 - Computer Delivery Sequence / CDS
 - Intelligent Mail Barcode
 - Electronic Return Mail & Tracking Mail Pieces
 - Executive Mail Center Manager
 - Mail Piece Design
 - Intelligent Mail
 - Product Information & Quality Addressing Professional Certificate
8. Business Trajectory
 - Vision Public Sector
 - DMS is committed to providing the public sector with the best solutions in postal strategies to assist them in achieving the highest levels of delivery and postal savings. DMS works directly with the USPS to improve postage discounts and increase mail delivery.
 - Case Study 1 - Sistema de Retiro Maestros de PR
 - Sistema de Retiro de Maestros de PR has the obligation to send the pay stubs of all the pensioners of the Government of PR. The agency had a mailing process that was not optimized. They sent a biweekly statement, incurring double postage monthly. Addresses were not standardized according to the parameters required by the USPS.
 - Mail returns were hovering around 15%. Pensioner visits to the central offices were increasing. The agency decided to look for alternatives to optimize its processes and reduce expenses, in addition to improving its image among pensioners.

- Results:
 - a. Submitted statements on a quarterly basis.
 - i. Reduction of 800,000 statements per year.
 - ii. Savings of \$320,000 in annual postage costs.
 - b. Standardization of mailing addresses: 99%.
 - c. Statements Delivery Level: 99.3%
 - d. Return of mail is less than .5% before 15%
- Case Study 2 - Autoridad de Acueductos Alcantarillados
 - AAA wasn't receiving any postal discounts because of the quality of their addresses. AAA was paying a full postal rate adding to an extra expense of \$100,000. Total monthly mailing was at 1,250,000 mail pieces, returned mail was at double digits, 20%.
 - Results
 - a. Address Validation increased from 60% to 98.5%.
 - b. AAA postal savings reach the amount of \$1,200,000 a year.
 - c. Returned Mail was reduced to 1.5%
 - d. AAA cash flow improved significantly due to the robust improvements on the address's validation levels and reduction on the returned mail quantities.
 - Services Provided to Government Entities
 - DMS has mainly focused on providing digital solutions and tools for the optimization of agencies databases to achieve higher delivery levels at the most efficient postal cost.
 - a. Postal Address Correction
- Examples of Services
 - DMS provides to its client base a wide variety of services such as:
 - Custom Programming
 - USPS Address Validation
 - Manual Address Validation
 - Variable Data & Printing Services
 - Intelligent & Fulfillment Services
 - Intelligent Mail Barcode Generation & Management
- Mechanism for Quality Assurance
 - DMS has imbedded in its work flow a quality assurance process to guarantee and comply with clients' requirements.



- Existent Partnerships
 - At present DMS has no partnerships with other private, individual or government entities.
- References – Please Refer to Appendix 2.



☎ 787.641.0101
☎ 787.641.0102
✉ info@linkactiv.com
✉ PO Box 366398
San Juan, PR 00936-6398

19 de abril del 2023

Denise Marrero santana, MBA
Department of Health
Director-Auction Office

Estimada Sra. Marrero,

Por este medio certifico que LinkActiv Group, es una LLS registrada para hacer negocios en PR con tax id #66-0505713 con facilidades en Amelia Industrial Park Calle Diana lote 20, Guaynabo PR y su DUNS #132353827. Que lleva una relación de negocios con Database Marketing Services de más de 22 años proveyéndole servicios de:

- Impresión
- Fullfilment
- Entrega a USPS

Para propósitos de esta subasta/RFP LinkActiv estará brindando apoyo a Database Marketing Services en:

- Impresión de cartas 1/1
- "Folding & Inserting"
- Entrega al correo de las cartas trabajadas

Por este medio certificamos y garantizamos que LinkActiv está de acuerdo en cumplir con SLA's y los trabajos estipulados en la subasta/RFP presentada.

LinkActiv cuenta con todas las certificaciones, requerimientos necesarios y vigentes para poder cumplir y garantizar el cumplimiento de los trabajos a ser contratados. Adicional, se confirma que dichas certificaciones, requerimientos, permisos y licencias que sean requeridas, se mantendrán vigente.

De necesitar información adicional relacionada a asuntos financieros y propietarios de Linkactiv, siéntase en la comodidad de comunicarse con este servidor al 787.602.1053 o al siguiente correo electrónico: javier.aviles@linkactiv.com.

Atentamente,

A handwritten signature in blue ink, appearing to read "JLEAD", is placed over the typed name.

Javier E Aviles
Director de Ventas y Operaciones de correo
javier.aviles@linkactiv.com
787.602.1053
PO BOX 366398
San Juan, PR 00936-6398

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DISCLOSURE OF RESPONSE CONTENTS

All vendors selected for negotiation by the PRMP will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file.

All materials submitted to the PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a "trade secret" contained in the proposal, the vendor must send a written notification to the solicitation coordinator when submitting the proposal to help prevent public disclosure of the "trade secret." A redacted version of the technical proposal must be provided to the PRMP at the time of proposal submission if there are "trade secrets" the proposing vendor wishes to not be made public.

A redacted proposal should be provided separately from the technical and cost envelopes and should be in addition to (not in place of) the actual technical or cost proposal. The PRMP will keep all response information confidential, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals.

Upon completion of response evaluations, indicated by public release of a Notice of Award, the responses, and associated materials will be open for review on the website or at an alternative location as defined by the PRMP. Any "trade secrets" notified by the vendor to the solicitation coordinator will be excluded from public release.

By signing below, I certify that I have reviewed this RFP (and all of the related amendments) in its entirety; understand the requirements, terms, and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on the vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that, to the best of my knowledge, the vendor has properly registered with any Puerto Rico agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

VENDOR QUALIFICATIONS & EXPERIENCE

Database Marketing Services has been well known by the Local and US Postal industry for emphasizing and maintaining educated personnel. Our education efforts have resulted in industry recognition, and customers have benefited from those efforts. For the last 18 years, DMS has attended the NPF, or National Postal Forum, an essential USPS industry convention. We have been industry pioneers in implementing new technologies and services provided by USPS.

Please, refer to Appendix 1.

ORGANIZATION OVERVIEW

Vendor Overview	
Company Name	DMS MANAGEMENT CORP
Name of a Partner Company (If Applicable)	N/A
Industry (North American Industry Classification System [NAICS])	54186
Type of Legal Entity	Corporation
Company Ownership (e.g., Private/Public, Joint Venture)	Privately Owned
Number of Full-Time Employees	10
Last Fiscal Year Company Revenue	\$3,049,106
Last Fiscal Year Company Net Income	\$77,002
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	19%
Number of Years in Business	30 yrs
Number of years Vendor has been providing the type of services specified in the RFP	30 Yrs

Vendor Overview	
Number of employees providing the type of services specified in the RFP	5
Headquarters in the United States and its Territories	Guaynabo, Puerto Rico
Locations in the United States and its Territories	None

SUBCONTRACTOR OVERVIEW

Subcontractor Overview	
Company Name	LinkActiv
Name of a Partner Company (If Applicable)	Grupo Ferré Rangel
Industry (North American Industry Classification System [NAICS])	339114, 323111, 493110, 541614, 561422, 561431
Type of Legal Entity	Corporation LLC
Company Ownership (e.g., Private/Public, Joint Venture)	Privately Held
Number of Full-Time Employees	20>
Last Fiscal Year Company Revenue	Confidential Information can be requested directly to: Javier.aviles@linkactiv.com
Last Fiscal Year Company Net Income	Confidential Information can be requested directly to: Javier.aviles@linkactiv.com
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	Confidential Information can be requested directly to: Javier.aviles@linkactiv.com
Number of Years in Business	25>
Number of years Vendor has been providing the type of services specified in the RFP	25>

Subcontractor Overview	
Number of employees providing the type of services specified in the RFP	10>
Headquarters in the United States and its Territories	Guaynabo, Puerto Rico
Locations in the United States and its Territories	None

EXISTING BUSINESS RELATIONSHIPS WITH PUERTO RICO

Describe any existing or recent (within the last five years) business relationships the vendor or any of its affiliates or proposed subcontractors have with the PRMP, and/or Puerto Rico's municipalities.

Vendor

DMS Management Corp, have no business relationship with PRMP, but maintains business relationship with the following Government Agencies:

1. Autoridad de Acueductos y Alcantarillado
2. Departamento de Hacienda de Puerto Rico
3. Rama Judicial-Tribunal de Justicia
4. Sistemas de Retiro y La Judicatura
5. Sistemas de Retiro de Maestros
6. Municipio de Caguas
7. Departamento de Financiamiento a la Vivienda
8. Cámara de Representantes

Proposed subcontractor

LinkActiv has a business relationship with PRMP providing Printing & Mailing Services. Also, LinkActiv maintains business relationship with Autoridad de Acueductos y Alcantarillado.

BUSINESS DISPUTES

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five years. If the vendor is a subsidiary, submit information to all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in any phase of this operation, each of these entities will submit this information as part of the response.

Vendor

As of this moment, we carry no Business Disputes.

Proposed subcontractor

As of this moment, LinkActiv does not carry Business Disputes.

VENDOR REFERENCES

REFERENCE #1

Vendor Information		
Vendor Name: DATABASE MARKETING SERVICES	Contact Name:	JOSE ALVARADO GENERAL MANAGER
	Contact Phone:	787-641-0941 Ext. 4433
Customer Information		
Customer Organization:	Contact Name:	MARIE Z RIVERA-AGUIAR
AUTORIDAD ACUEDUCTOS & ALCANTARILLADOS	Contact Title:	DIRECTOR SERVICIO AL CLIENTE
Customer Address: 604 AVE BARBOSA SAN JUAN PR 00917-4310	Contact Phone:	787-620-2277 ext. 2039
	Contact Email:	marie.rivera@acueductospr.com
Total Vendor Staff:	5	
Objectives: Address Validation, Manual Address Correction, Intelligent Mail Barcode Creation, Tracking & Electronic Return Mail. 24/7 Web Portal for customized AAA reports.		
Description: See Executive Summary on page 2.		
Vendor's Involvement: 100%		
Key Staff		
Name: Kenneth Sewell	Role: President	
Name: Jose Alvarado	Role: General Manager – Account Manager	
Name: Juan Falcón	Role: Programming Engineer	
Measurements:		
Estimated Costs: \$234,404.00	Actual Costs: \$194,000.00	
Reason(s) for change in cost: Customer allocated an extra amount of budget for on demand jobs.		
Original Value of Vendor's Contract: \$234,404	Actual Total Contract Value: \$234,404	
Reason(s) for change in value: None		

Vendor Information				
Estimated Start and Completion Dates:	From:	Fiscal Year 1992	To:	Fiscal Year ACTUAL
Actual Start and Completion Dates:	From:	Fiscal Year 1992	To:	Fiscal Year ACTUAL
Reason(s) for the difference between estimated and actual dates: Contract has been awarded for the last 20 yrs.				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: None				

Vendor Information		
Vendor Name: DATABASE MARKETING SERVICES	Contact Name:	JOSE ALVARADO GENERAL MANAGER
	Contact Phone:	787-641-0941 Ext. 4433
Customer Information		
Customer Organization:	Contact Name:	LCDA. CARMEN DIAZ
RAMA JUDICIAL – NEGOCIADO DE JURADOS	Contact Title:	DIRECTORA NEGOCIADO JURADOS
Customer Address: PO BOX 190887 SAN JUAN PR 00919-0887	Contact Phone:	787-641-6600 Ext. 5750
	Contact Email:	carmen.diaz2@poderjudicial.pr
Total Vendor Staff:	3	
Objectives: Address Validation Tool (Address Wizard), Manual Address Correction, Intelligent Mail Barcode Creation, Tracking & Electronic Return Mail. 24/7 Web Portal. Printing of Jury appointments.		
Description: See Executive Summary on page 2.		
Vendor's Involvement: 100%		
Key Staff		
Name: Jose Alvarado	Role: General Manager – Account Manager	
Name: Arleen Hernandez	Role: Database Manager	
Name: Juan Falcón	Role: Printing Manager	
Measurements:		
Estimated Costs: \$36,800	Actual Costs: \$36,800	
Reason(s) for change in cost: Budgeted 100%		
Original Value of Vendor's Contract: \$36,800	Actual Total Contract Value: \$36,800	
Reason(s) for change in value: N/A		

Vendor Information				
Estimated Start and Completion Dates:	From:	Fiscal Year 2012	To:	Fiscal Year ACTUAL
Actual Start and Completion Dates:	From:	Fiscal Year 2012	To:	Fiscal Year ACTUAL
Reason(s) for the difference between estimated and actual dates: Contract has been awarded for the last 10 yrs.				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: None				

Vendor Information		
Vendor Name: DATABASE MARKETING SERVICES	Contact Name:	JOSE ALVARADO GENERAL MANAGER
	Contact Phone:	787-641-0941 Ext. 4433
Customer Information		
Customer Organization:	Contact Name:	FERNANDO MARTE
SISTEMA DE RETIRO Y LA JUDICATURA	Contact Title:	SUB-ADMINISTRADOR
Customer Address: CAPITAL CENTER II 235 AVE ARTERIAL HOSTOS SAN JUAN PR 00918-1449	Contact Phone:	787-777-1500 Ext. 1805
	Contact Email:	Fmart01@retiro.pr.gov
Total Vendor Staff:	3	
Objectives: Address Validation Tool (Address Wizard), Manual Address Correction, Intelligent Mail Barcode Creation, Tracking & Electronic Return Mail. 24/7 Web Portal. Printing of Jury appointments.		
Description: See Executive Summary on page 2.		
Vendor's Involvement: 100%		
Key Staff		
Name: Jose Alvarado	Role: General Manager – Account Manager	
Name: Juan Falcon	Role: Programming Engineer	
Name: Silka Montalvo	Role: Printing Manager	
Measurements:		
Estimated Costs: \$206,250.00	Actual Costs: \$206,250.00	
Reason(s) for change in cost: Budgeted 100%		
Original Value of Vendor's Contract: \$206,250.00	Actual Total Contract Value: \$206,250.00	
Reason(s) for change in value: N/A		

Vendor Information				
Estimated Start and Completion Dates:	From:	Fiscal Year 2012	To:	Fiscal Year ACTUAL
Actual Start and Completion Dates:	From:	Fiscal Year 2012	To:	Fiscal Year ACTUAL
Reason(s) for the difference between estimated and actual dates: Contract has been awarded for the last 10 yrs.				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: None				

SUBCONTRACTOR REFERENCES

REFERENCE #1

Subcontractor Information			
Vendor Name: LINKACTIV		Contact Name:	Javier Aviles Director Ventas y Operaciones Correo
		Contact Phone:	787-602-1053
Customer Information			
Customer Organization:		Contact Name:	Luz Cruz Romero
MEDICAID PROGRAM		Contact Title:	Directora de Operaciones/Políticas y procedimientos
Customer Address: World Plaza 268 Ave Muñoz Rivera Ste 505 San Juan PR 00918		Contact Phone:	787-765-2929
		Contact Email:	luz.cruz@salud.pr.gov
Total Vendor Staff:	8		
Objectives: Daily File Processing: Dedicated Staff and experience resources, for printing, folding, and inserting daily letters. Delivery daily to the USPS			
Description: LinkActiv offers services for printing and mailing to PRMP by providing the following daily services: (1) Validation of beneficiaries mailing information, (2) Printing beneficiaries mailing materials, (3) Mailing for beneficiaries' appointments, (4) Reporting on mailing and QA performance as needed and as define by the deliverables included in the Postal One Reference.			
Vendor's Involvement: 100%			
Key Staff			
Name: Michael Mayoral		Role: Key Account Manager	
Name: Juan Nuñez		Role: Senior Supervisor – Mailing & Fulfillment	
Name: Orlando Encarnacion		Role: Printing & Design Specialist	
Measurements:			
Estimated Costs: \$340K		Actual Costs: \$340K	
Reason(s) for change in cost: N/A			
Original Value of Vendor's Contract: N/A		Actual Total Contract Value: N/A	
Reason(s) for change in value: N/A			

Vendor Information				
Estimated Start and Completion Dates:	From:	October 2022	To:	June 30, 2023
Actual Start and Completion Dates:	From:	Ongoing	To:	Ongoing
Reason(s) for the difference between estimated and actual dates:				
N/A				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				
N/A				

REFERENCE #2

Subcontractor Information			
Vendor Name: LINKACTIV		Contact Name:	Javier Aviles Director Ventas & Operaciones Correo
		Contact Phone:	787-602-1053
Customer Information			
Customer Organization:		Contact Name:	Jose Feliciano
Triple-S		Contact Title:	Corporate Service Manager
Customer Address: 18 Calle 1 Guaynabo PR 00966		Contact Phone:	787-277-6554
		Contact Email:	jfelicia@ssspr.com
Total Vendor Staff:	8		
Objectives: Preferred Vendor for all mailing processing: Sorting, Meter, Print Shop (Inserting, folding, promo items deliver across the Island)			
Description: LinkActiv offers services for printing and mailing to Triple-S by providing the following daily services: (1) Sorting, (2) Meter, (3) Printing beneficiaries mailing materials, (4) Advantage Programs (Informative letters, Promotional Letters, Specials daily Works), (5) Regular mailing letters, (6) GPO daily pickup			
Vendor's Involvement: 100%			
Key Staff			
Name: Michael Mayoral		Role: Key Account Manager	
Name: Juan Nuñez		Role: Senior Supervisor – Mailing & Fulfillment	
Name: Orlando Encarnacion		Role: Printing & Design Specialist	
Measurements:			
Estimated Costs: \$275K		Actual Costs: \$275k	
Reason(s) for change in cost: N/A			
Original Value of Vendor's Contract: N/A		Actual Total Contract Value: N/A	
Reason(s) for change in value: N/A			

Vendor Information				
Estimated Start and Completion Dates:	From:	January-2023	To:	December-2025
Actual Start and Completion Dates:	From:	Ongoing	To:	Ongoing
Reason(s) for the difference between estimated and actual dates:				
N/A				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				
N/A				

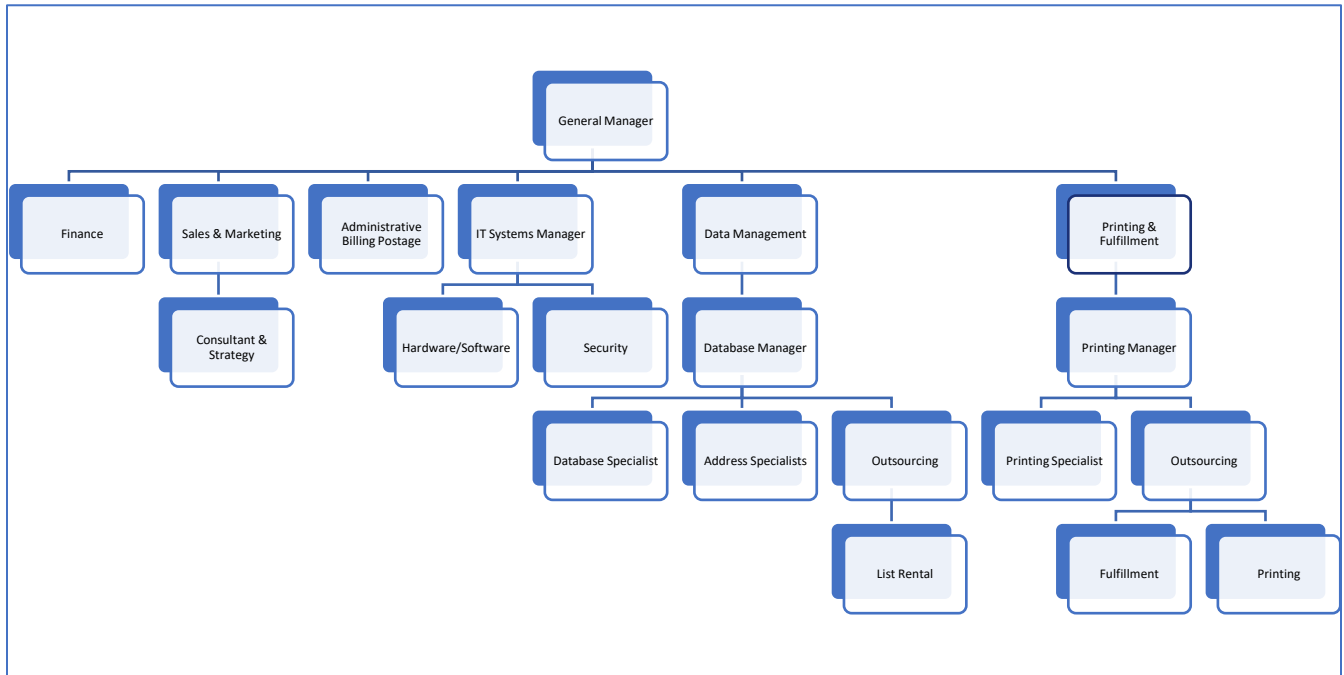
REFERENCE #3

Subcontractor Information			
Vendor Name: LINKACTIV		Contact Name:	JAVIER AVILES DIRECTOR DE VENTAS Y OPERACIONES DE CORREO
		Contact Phone:	787-602-1053
Customer Information			
Customer Organization:		Contact Name:	Annette Dechoudens
Autoridad de Acueductos & Alcantarillados		Contact Title:	Directora Auxiliar Servicios Especiales
Customer Address: 604 Ave Barbosa San Juan, Puerto Rico		Contact Phone:	787-620-2482
		Contact Email:	annette.dechoudens@acueductospr.com
Total Vendor Staff:	8		
Objectives: Preferred Vendor for all mailing processing 1.2 million pieces monthly for: sorting, meter, printshop (printing, insert & folding), billing, new format bill design.			
Description: We have a team that works in three different areas of the process: (1) Daily Printing (amount depend on the billable cycle process for that specific day), (2) Folding & Inserting, (3) Deliver to USPS, (4) QA Control process for printing and inserting to validate it complies with the USPS specifications			
Vendor's Involvement: 100%			
Key Staff			
Name: Michael Mayoral		Role: Key Account Manager	
Name: Juan Nuñez		Role: Senior Supervisor – Mailing & Fulfillment	
Name: Orlando Encarnacion		Role: Printing & Design Specialist	
Measurements:			
Estimated Costs: \$850K		Actual Costs: \$850K	
Reason(s) for change in cost: N/A			
Original Value of Vendor's Contract: N/A		Actual Total Contract Value: N/A	
Reason(s) for change in value: N/A			

Vendor Information				
Estimated Start and Completion Dates:	From:	July-2021	To:	June-2024
Actual Start and Completion Dates:	From:	Ongoing	To:	Ongoing
Reason(s) for the difference between estimated and actual dates:				
N/A				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				
N/A				

VENDOR ORGANIZATION AND STAFFING

INITIAL STAFFING PLAN



KEY STAFF

- General Manager – Jose Alvarado
- Database Manager – Arleen Hernandez
- Printing & Fulfillment Manager – Silka Montalvo
- Programming Engineer – Juan Falcon

Name	Proposed Role	Experience in Proposed Manager
JOSE ALVARADO	GENERAL MANAGER & ACCOUNT OWNER	22 Yrs. Please, refer to Appendix 3 for curriculum vitae.
JUAN FALCON	PROGRAMMING ENGINEER	25 Yrs. Please, refer to Appendix 3 for curriculum vitae.
ARLEEN HERNANDEZ	DATABASE MANAGER & ACCOUNT MANAGER	25 Yrs. Please, refer to Appendix 3 for curriculum vitae.
SILKA MONTALVO	PRINTING & FULFILLMENT MANAGER	25 Yrs. Please, refer to Appendix 3 for curriculum vitae.

RESUMES

Please, refer to Appendix 3: Key Staff Resumes.

KEY STAFF REFERENCES

Key Staff Reference Form							
Key Staff Name:	JOSE ALVARADO		Proposed Role:	GENERAL MANAGER			
Reference 1							
Client Name:	SISTEMA RETIRO Y LA JUDICATURA		Client Address:	EDIF MINILLA NORTE PISO 9			
Contact Name:	FERNANDO MARTE		Contact Title:	SUB-DIRECTOR			
Contact Phone:	787-777-1500 X 1805		Contact Email:	FMART01@retiro.pr.gov			
Project Name: PAYROLL STUBS			Start Date:	2010	End Date:	ACTUAL	
Project Description: ADDRESS VALIDATION, INTELLIGENT MAIL INTEGRATION & PRINTING							
Project Role and Responsibilities: ACCOUNT MANAGEMENT & LOGISTICS UPPON COMMENCEMENTS							
Reference 2							
Client Name:	NEGOCIADO DE JURADOS RAMA JUDICIAL		Client Address:	AVE MUNOZ RIVERA EDIF SEABORNE PISO 15, SAN JUAN, PUERTO RICO			
Contact Name:	LCDA. CARMEN DIAZ		Contact Title:	DIRECTORA NEGOCIADOD E JURADOS			
Contact Phone:	787-641-6600 X 5750		Contact Email:	Carmen.Diaz2@poderjudicial.pr			
Project Name: JUROR APPOINTMENTS			Start Date:	2012	End Date:	ACTUAL	
Project Description: ADDRESS VALIDATION, INTELLIGENT MAIL & PRINTING OF APPOINTMENT LETTERS							
Project Role and Responsibilities: ACCOUNT MANAGEMENT, CUSTOMER LIASON							

Key Staff Reference Form							
Key Staff Name:	JUAN FALCON		Proposed Role:	PROGRAMMING ENGINEER			
Reference 1							
Client Name:	AAA		Client Address:	AVE BARBOSA HEADQUARTERS, SAN JUAN, PUERTO RICO			
Contact Name:	MARIE Z RIVERA AGUIAR		Contact Title:	CUSTOMER SERVICE DIRECTOR			
Contact Phone:	787-620-2277 X2039		Contact Email:	marie.rivera@acueductospr.com			
Project Name: AAA MONTHLY INVOICE			Start Date:	2005	End Date:	ACTUAL	
Project Description: ADDRESS VALIDATION, INTELLIGENT MAIL CREATION, FOR MONTHLY INVOICES. WEB REPORTING SERVICES 24/7							
Project Role and Responsibilities: TECHNICAL & PROGRAMMING DEVELOPEMENT							
Reference 2							
Client Name:	RAMA JUDICIAL NEGOCIADO DE JURADOS		Client Address:	AVE MUNOZ RIVERA EDIF SEABORNE PISO 15			
Contact Name:	CARMEN DIAZ		Contact Title:	DIRECTORA NEGOCIADO DE JURADOS			
Contact Phone:	787-641-6600 X 5750		Contact Email:	Carmen.Diaz2@poderjudicial.pr			
Project Name: JUROR APPOINTMENTS			Start Date:	2012	End Date:	ACTUAL	
Project Description: ADDRESS VALIDATION, INTELLIGENT MAIL INTEGRATION & PRINTING							
Project Role and Responsibilities: DEVELOPMENT, TECHNICAL SUPPORT							

Key Staff Reference Form							
Key Staff Name:	SILKA MONTALVO		Proposed Role:	PRINTING & FULFILLMENT MANAGER			
Reference 1							
Client Name:	ROSADO TOLEDO &, BANCO POPULAR DE PUERTO RICO		Client Address:	AVE PONCE DE LEON, SAN JUAN, PUERTO RICO			
Contact Name:	DAPHNE CARRERO		Contact Title:	DIRECT MARKETING MANAGER			
Contact Phone:	787-347-6252		Contact Email:	daphne@rtand.com			
Project Name: BANCO POPULAR MARKETING & OPERATIONAL COMUNICATIONS			Start Date:	2006	End Date:	ACTUAL	
Project Description: MAILING & PRINTING PROCESS, DIRECT MARKETING & OPERATIONAL EFFORTS							
Project Role and Responsibilities: PRINTING FACILITY & LOGISTICS & CUSTOMER RELATION							
Reference 2							
Key Staff Reference Form							
Client Name:	FIRST BANK PR		Client Address:	AVE MUNOZ RIVERA FIRST BANK			
Contact Name:	LAUREN ESPANOL		Contact Title:	MARKETING MANAGER			
Contact Phone:	787-729-8200 X 84633		Contact Email:	lauren.espanol@firstbankpr.com			
Project Name: FIRST BANK MARKETING & OPERATIONAL COMUNICATIONS			Start Date:	2012	End Date:	ACTUAL	
Project Description: MAILING & PRINTING PROCESS, DIRECT MARKETING & OPERATIONAL EFFORTS							
Project Role and Responsibilities: PRINTING FACILITY & LOGISTICS & CUSTOMER RELATION							

Key Staff Reference Form							
Key Staff Name:	ARLEEN HERNANDEZ		Proposed Role:	DATABASE MANAGER			
Reference 1							
Client Name:	BANCO POPULAR DE PUERTO RICO	Client Address:	AVE PONCE DE LEON				
Contact Name:	JOSE R. MARRERO	Contact Title:	ASSISTANT VICEPRESIDENT & SUPERVISOR MARKETING & CUSTOMER KNOWLEDGE				
Contact Phone:	787-765-9800 Ext. 505251	Contact Email:	Jose.Marrero@popular.com				
Project Name: BANCO POPULAR MARKETING & OPERATIONAL COMUNICATIONS			Start Date:	2000	End Date:	ACTUAL	
Project Description: DATABASE MANAGEMENT							
Project Role and Responsibilities: DATABASE VALIDATION, SEGMENT CREATION AND DISTRIBUTION							
Reference 2							
Key Staff Reference Form							
Client Name:	ORIENTAL BANK	Client Address:	AVE MUNOZ RIVERA ORIENTAL BANK				
Contact Name:	IDALIS MONTALVO	Contact Title:	Director, Marketing & Public Relations Department				
Contact Phone:	Tel: 787.777-2847	Contact Email:	idalis.montalvo@orientalbank.com				
Project Name: ORIENTAL BANK MARKETING & OPERATIONAL COMUNICATIONS			Start Date:	2010	End Date:	ACTUAL	
Project Description: DATABASE MANAGEMENT, MAILING & PRINTING PROCESS, DIRECT MARKETING & OPERATIONAL EFFORTS							
Project Role and Responsibilities: ACCOUNT MANAGER, DATABASE MANAGER & SEGMENTATION							

MANDATORY SPECIFICATIONS

SUBMISSION REQUIREMENTS

This RFP includes multiple sections that specify proposal submission requirements including but not limited to Part A – 1.3 RFP Timeline, **Part A – 3.11 Proposal Submittal and Instructions**, and **Part A – 7. Attachments**. The vendor must meet or exceed all proposal submission requirements as part of this RFP, including but not limited to formatting, completeness, timeliness, and accuracy, as described in the aforementioned sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with **Part A – 5.4 Failure to Meet Mandatory Specifications**.

Initial

MANDATORY REQUIREMENTS: NARRATIVE EXPLANATION REQUIRED

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP in order to establish and maintain compliance between the PRMP and the printing and mailing services vendor. The first section requires initialing and narrative explanation. The second section does not require narrative explanation; however, the vendor must still include and initial these mandatory requirements as part of their proposal.

1. The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its designee to conduct audits and inspections as is necessary.
 - Both physical security and information security are crucial. If required by PRMP to conduct audits and/or inspections in DMS, PRMP must notify it in advance, to safeguard the information of all our other clients, and comply with our confidentiality, integrity, and availability commitment.
2. The vendor must support the PRMP's requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests
 - DMS will be available to provide information regarding Compliance Audits, Investigations and Legislative requests as necessary.
 - Information Security assessments are received annually from our clients, and are answered within a reasonable period, as part of our information security commitment to our clients. Any recommendation from our clients is always welcome, to improve and/or strengthen our information security.
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.
 - N/A – DMS does not have parent company.

4. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.
 - If an employee with disabilities is hired by DMS, we will provide all the accessibility and standards in order to comply with Section 508 of the Rehabilitation Act of 1973.
5. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.
 - DMS is committed to offering quality service to all our clients, following all the requirements, dates, quality controls and other standards as required. If a situation arises, where DMS fails in its commitment, DMS will be responsible to inform and resolve the issue at no additional cost to PRMP.
6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.
 - Please, refer to Appendix 4 for NDA signed by employees.
7. The vendor staff must not have the capability to access, edit, and share personal data, with unauthorized staff, including but not limited to:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information
 - d. Federal Tax Information (FTI)
 - e. Social Security Administration (SSA) data including, but not limited to family, friends, and acquaintance information.
 - DMS does not allow access, editing and/or sharing personal data. The only information that the Address Specialists have access to is sequential numbers and postal addresses. Please, refer to Appendix 5 for example of internal user screen that Address Specialists have access.
 - As part of our internal policies, all DMS personnel must comply with the following certifications on a yearly basis: HIPAA, FWA, MACRA & OSHA. Please, refer to Appendix 1.5 for Certifications.

MANDATORY REQUIREMENTS: NO NARRATIVE EXPLANATION REQUIRED

1. The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP.
2. The vendor must perform according to approved SLAs and associated metrics in the areas listed in Appendix 3: Service-Level Agreements and Performance Standards.
3. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)

4. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
5. The vendor must serve as a trusted partner to the PRMP and represent the PRMP's interests in all activities performed under the resulting contract.
6. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.
 - b. Provide the PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
 - c. Provide the PRMP with three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic
7. The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.

Initial

MANDATORY QUALIFICATIONS

Mandatory Qualification Item(s)	Vendor Meets?		Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have at least three years of experience in operating and managing printing and mailing services of similar size, scope, and complexity as described in this RFP.	<u>YES</u>	NO	Please, refer to Company Profile – Company Overview, Item #8 – Business Trajectory, on page 3.
The vendor must demonstrate at least three years' experience in Health and Human Services including but not limited to handling of confidential health information including but not limited to PHI and PII.	<u>YES</u>	NO	<p>Under MAPFRE Health Insurance Plan:</p> <p>DMS offer a full spectrum of services to deliver EOB's Reports every quarter. Since the inception of DMS services, MAPFRE Health can provide a Fully certified and correct address to every mail piece. Also, with the integration of the Intelligent Mail Barcode on every mail piece, MAPFRE Health enjoys complete visibility within the Postal processing stream. DMS provides traceability for every mail piece; Return Mail is now electronically handled thanks to the feedback from the Intelligent Mail Barcode. DMS provides 24/7 access to our IMB Manager Suite, where customers can track, report, and manage post-delivery data in their proprietary systems. We can create and regenerate a fully ready print file in compliance with USPS requirements from a pdf file as an input data point.</p> <p>Under Varmed Management-MCS Classic Care:</p> <p>Database Marketing Services offer a full spectrum of services to deliver daily letters for authorization and prescription detail.</p> <p>Since the inception of DMS services, Varmed Management can provide a Fully certified and correct address to every mail piece.</p> <p>Also, with the integration of the Intelligent Mail Barcode on every mail piece, Varmed Management enjoys complete visibility within the Postal processing stream. DMS provides traceability for every mail piece; Return Mail is now electronically handled thanks to the feedback from the Intelligent Mail Barcode. DMS provides 24/7 access to our IMB Manager Suite, where customers can track, report, and manage post-delivery data in their proprietary systems. We can create and regenerate a fully ready print file in compliance with USPS requirements from a pdf file as an input data point.</p>

The vendor must include at least two references from projects performed within the last three years that demonstrate the vendor's ability to perform the scope of the work described in this RFP. The vendor must include references from two different projects/clients.	YES	NO	Please, refer to vendor references on page 14.
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Initial

By signing below, I certify that I have reviewed these mandatory specifications in their entirety and agree that the vendor meets, and will continue to meet, each of these mandatory specifications in full.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

RESPONSE TO SOW

1. Approach to Validating Addresses

- DMS will validate, flag, and return to Puerto Rico Medicaid Program a file with all addresses that cannot be validated. Addresses that could not be validated will not be mailed.
- DMS will provide a web-based reporting tool with Daily Activity which can be accessed by up to 10 users. This tool will allow you to access and download your reports 24/7.
- Please, refer to Appendix 6: Production Workflow, for detailed explanation.

2. Approach to Printing and Mailing

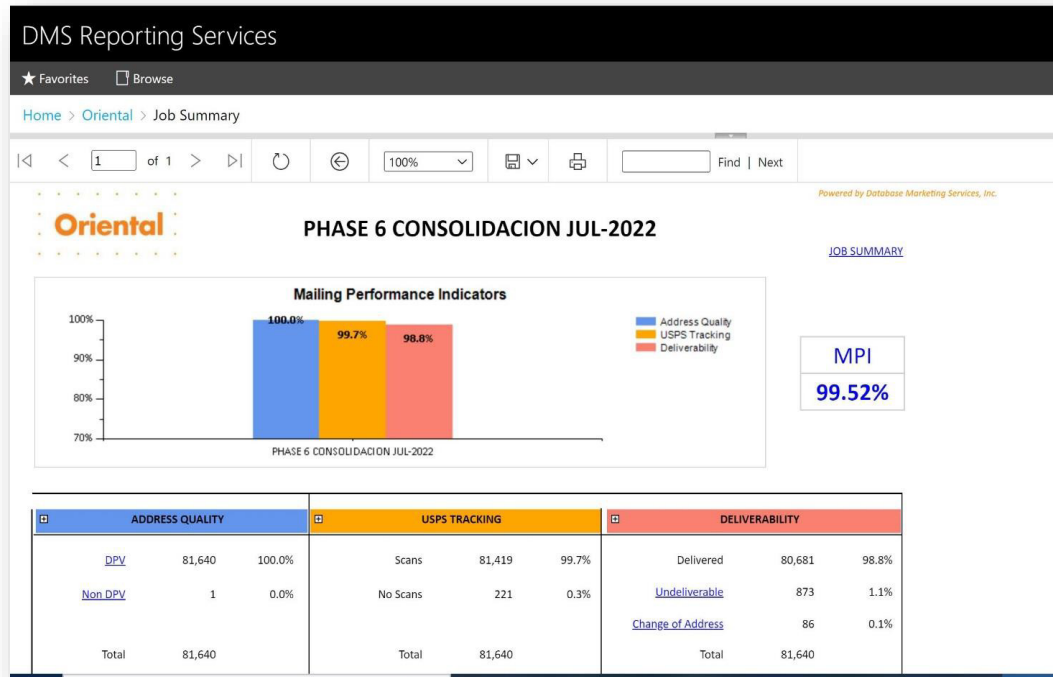
- DMS will process PRMP pdf print file to enhance address validation and include Intelligent Mail Barcode for tracking, visibility, and electronic returned mail management.
- DMS will deliver mail to USPS-BMEU within two business days after printing and mailing order is submitted by PRMP.
- DMS will review that the order submitted by PRMP is in accordance with the documentation and file submitted by PRMP. PRMP is responsible for approving samples with live data, before they are printed.
- Please, refer to Appendix 6: Production Workflow, for detailed explanation.

3. Approach to Managing Operations

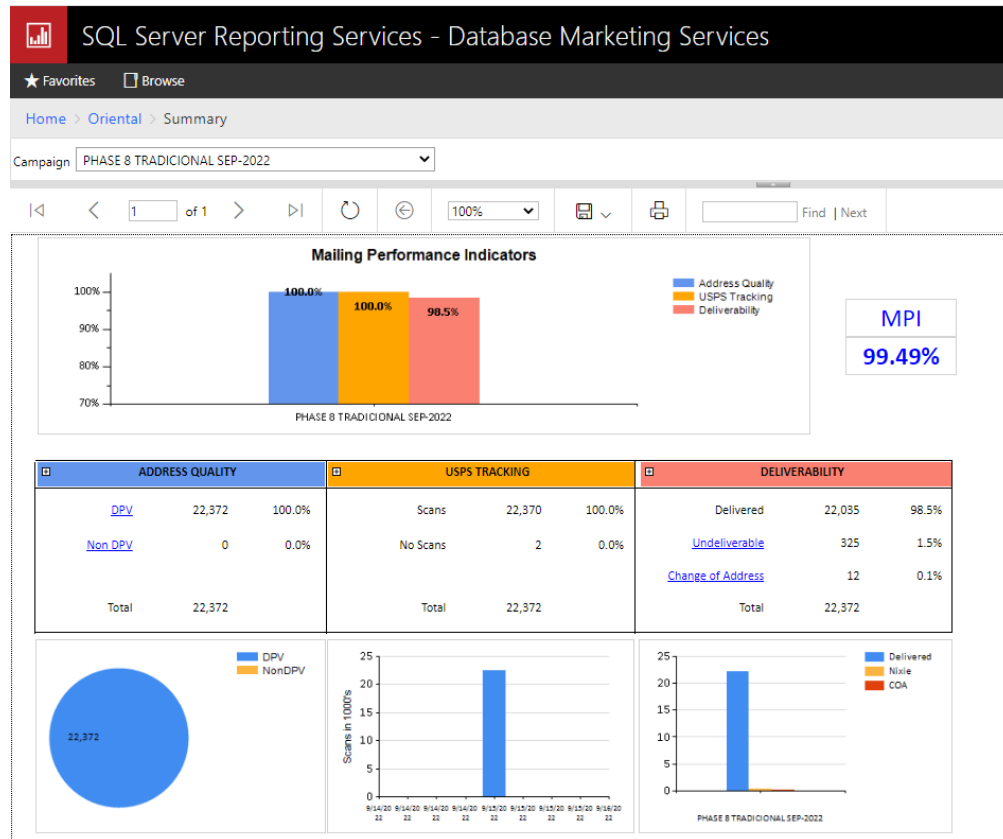
- DMS will assign a staff of at least two (2) key employees to manage the PRMP account. If any of the key staff leave for any reason, PRMP will receive a written notice in a period no later than 72 hours. The position will be reassigned to another key employee who meets all qualifications, in a period no later than 30 days.
- DMS will provide PRMP the Operations Status Report. The Operations Status Report will include details on compliance with SLAs, management of risks and issues, and associated corrective action plans.
- An Operations Management Plan will be provided to guide execution and control of DMS engagement with PRMP.
- In the event of a turnover or closeout, DMS will provide a specific plan with key personnel disposition in order to complete the process.
- DMS and PRMP will set dates for kickoff meeting and status meetings according to the frequency established in the kickoff meeting.
- DMS will provide PRMP the Business Continuity Plan and Disaster Recovery Plan that define the resources, actions and tasks required to comply with PRMP expectations, regarding address management, and printing and fulfillment process.
- DMS offers a strong information security system to protect the confidentiality, integrity, and availability of all its clients' data. DMS utilizes FortiClient Endpoint Management Server for the security of the network infrastructure.
- Please, refer to Appendix 6: Production Workflow, for detailed explanation.
- Postal Address Standardization
 - DMS will provide a solution to optimize customer's addresses from customer PDF print file. PRMP and DMS will agree on the frequency of standardization routines before programming commencement.
 - Program an automated process to retrieve and return postal address files from the customer print file environment.

- As a routine procedure, DMS Develop intelligence ("reports") to provide visibility on validation results. Results such as, but not limited to:
 - Certified Addresses
 - Certified Addresses with NCOA.
 - Addresses that PRMP should use for mail or not.
 - Addresses that shouldn't be used for mail.
 - Address Geolocation
- DMS will provide 10 user licenses to access our web services, to consult letter & records status.
- DMS will provide training and reference aids that enable the business to effectively use software and deeply understand intelligence ("reports"). Also, we have a direct line and email address for customer support.
- Intelligent Mail Barcode-IMB Manager Suite
 - Database Marketing will provide the generation of the intelligent barcode called Intelligent Mail Barcode or IMB. This option allows the use of all USPS electronic services. PRMP will benefit from Electronic Return Mail, which facilitates the identification of the electronically returned addresses so that the agency staff, in charge of verification and correction, can update and validate them faster and more efficiently.
 - NCOA-Move Update; DMS will process all data against the national mail database that contains all address changes requested by people. In this way, we make sure to provide the correct address at all times. Track and confirm allow correspondence to be monitored once it is entered into the postal stream, from its initial point to its final destination.
 - This tool includes unlimited access for monitoring correspondence once it is entered into the US Postal system. Additionally, it allows capturing the return mail electronically, which enables you to update the data back to the PRMP automatically. The PRMP will be able to import the return mail file, and this way, you can update your database for better actions.
 - The IMB manager will give visibility of all the postal items with an issue. PRMP personnel will gain access to our web tool, to monitor transactions of each client. IT personnel will be able to integrate any report tied to the mail shipment. To provide visibility and better reporting capabilities incoming files should contain the following fields as an example:
 - Account
 - Customer Name
 - Customer telephone & email
 - Branch producing document
 - PRMP core system that produces form
 - Type of correspondence (regulatory, collection, marketing, etc.)
 - Issued date

- IMB Manager Suite Dashboard



- IMB Manager Jobs Selector- Global Jobs



- IMB Manager Suite Tracking-Reports (USPS Scans)

Name: MARIA D BARRIENTOS DE JESUS
SSNo: XXX-XX-0011

1 of 1
Select a format
Export

MARIA D BARRIENTOS DE JESUS
2683 SCROLL CV
WINTER PARK FL 32792-6040

Letter	Timestamp	Description
2013 QTR 2	7/31/2013 8:09:28 PM	Mail outside of PR
2013 QTR 2	8/2/2013 4:20:11 PM	Sorted from a 3 digit to a 5 digit zipcode
2013 QTR 2	8/3/2013 1:31:15 AM	Sorted for delivery by ZIP+4
2013 QTR 2	8/3/2013 3:29:08 AM	Out for delivery by walk sequence
2013 QTR 3	10/25/2013 8:30:58 PM	Mail outside of PR
2013 QTR 3	10/28/2013 4:59:19 PM	Sorted by 5 digit zipcode
2013 QTR 3	10/28/2013 10:58:12 PM	Sorted for delivery by ZIP+4
2013 QTR 3	10/29/2013 3:05:50 AM	Out for delivery by walk sequence

SHOW ADDRESSES

Job Name	Urb	Street	City	State	Zip	Type
2013 QTR 1		2683 SCROLL CV	WINTER PARK	FL	327926040	20
2013 QTR 2		2683 SCROLL CV	WINTER PARK	FL	327926040	20
2013 QTR 3		2683 SCROLL CV	WINTER PARK	FL	327926040	10



Puerto Rico Medicaid Program

Printing and Mailing Services Request for Proposals

PART A – ATTACHMENT H: TERMS AND CONDITIONS RESPONSE

SP-2022-2023-014-MEDICAID

2022-PRMP-EE-Printing-Mailing-001

Name	JOSE A. ALVARADO	Phone	787-641-0941 ext. 4433
Address	PO BOX 2995 GUAYNABO PR 00970-2995	Fax	N/A
		Email	jalvarado@databasepr.onmicrosoft.com

Name (Typed or Printed)	JOSE A. ALVARADO
Title	GENERAL MANAGER
Company Name	DMS MANAGEMENT CORP
Physical Address	AMELIA IND PARK 20 CALLE DIANA GUAYNABO PR 00968-8006
State of Incorporation	SAN JUAN, PUERTO RICO

Signature

Date

RFP TERMS AND CONDITIONS

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, state, and federal procedures, and the PRMP's expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at the PRMP's sole discretion, result in the disqualification of the vendor's proposal.

Please provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of these RFP Terms and Conditions.

Printed Name/Signature of Authorized Personnel

Date

CUSTOMARY TERMS AND CONDITIONS

The selected vendor will sign a contract with the PRMP to provide the services described in the vendor's response. The following documents shall be included in any contract(s) resulting from this RFP:

- Part A – Appendix 3: Service-Level Agreements and Performance Standards
- Part A – Appendix 7: Proforma Contract Draft inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

Please provide a signature stipulating the vendor's acknowledgment, complete review, and acceptance of these documents.

Printed Name/Signature of Authorized Personnel

Date

If the vendor is NOT taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor should write "Taking Exceptions" on the line below and should follow the instructions for taking exceptions, as listed in Attachment H: Terms and Conditions Response, Section 6: Exceptions.

Printed Name/Signature of Authorized Personnel

Date

MANDATORY REQUIREMENTS AND TERMS

The following items are mandatory terms and documents. Please be advised, the vendor should provide its affirmative acceptance of these items in order to move forward with consideration under this RFP.

- **Attachment E: Mandatory Specifications**
- Prior to the vendor submission of its proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>.
- Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract are provided in **Appendix 7: Proforma Contract Draft**.
- A performance bond may be required for the contract resulting from this RFP.
- Part A – Appendix 3: Service-Level Agreements and Performance Standards
- Part A – Appendix 7: Proforma Contract Draft inclusive of HIPAA BAA

Vendors that are not able to enter into a contract under these conditions should not submit a bid.

Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

Printed Name/Signature of Authorized Personnel

Date

COMMERCIAL MATERIALS

The vendor should list any commercial and proprietary materials it will deliver that are easily copied, such as commercial software, and in which the PRMP will have less than full ownership (“Commercial Materials”). Generally, these will be from third parties and readily available in the open market. The vendor need not list patented parts of equipment.

- All Solutions presented to PRMP are developed in-house and are fully proprietary of DMS.

EXCEPTIONS

The vendor should indicate exceptions to the PRMP's Terms and Conditions in this RFP. Any exceptions should include an explanation for the vendor's inability to comply with such terms or conditions and, if applicable, an alternative language the vendor would find acceptable. Rejection of the PRMP's Terms and Conditions, in part or in whole, or without any explanation, may be cause for the PRMP's rejection of a vendor's proposal. If an exception concerning the Terms and Conditions is not noted in this response template, but raised during contract negotiations, the PRMP reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of the PRMP.

The terms and conditions of a vendor's software license, maintenance support agreement, and SLA, if applicable, will be required for purposes of contract negotiations for this operation. Failure to provide the applicable vendor terms, if any, as part of the RFP response may result in rejection of the vendor's proposal.

Instructions: Identify and explain any exceptions to the PRMP's terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor indicates that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor's proposal is selected. Mandatory specifications and terms noted in this RFP are non-negotiable.

The vendor may add additional tables, as appropriate.

Do not submit vendor's Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.

Making revisions to the PRMP statutes and regulations is prohibited.

The PRMP has no obligation to accept any exception(s).

➤ **No exceptions.**

APPENDICES

APPENDIX 1: INDUSTRY QUALIFICATIONS & CERTIFICATIONS

Appendix 1.1: Puerto Rico Innovation And Technology – Registro De Proveedores De Tecnología

REGISTRO DE PROVEEDORES DE TECNOLOGÍA

PUERTO RICO
**INNOVATION &
TECHNOLOGY**
SERVICE



DMS Management Corp.

está registrado como

**Proveedor de productos y servicios de
Comunicación, Innovación y Tecnología**

Número de Proveedor
22295

Teléfono: (787) 641-0941

E-mail: jalvarado@databasepr.onmicrosoft.com

Dirección del Proveedor:

PO Box 2995, Guaynabo, PR 00970

Fecha de expedición
17 de junio de 2022

Será responsabilidad de cada Agencia Ejecutiva, Corporación Pública o Municipio, validar la elegibilidad del proveedor antes de adjudicar cualquier procedimiento de adquisición, órdenes de compra u otorgar contrato. Así como el de garantizar que el proveedor puede proveer los bienes y/o servicios no profesionales conforme las normas que lo regulan.

ADVERTENCIA: Cualquier alteración anula este certificado y podría ser sancionado criminalmente conforme a las disposiciones aplicables del Código Penal de Puerto Rico.



APPENDIX 1.2: ASG – CERTIFICADO ÚNICO DE PROVEEDORES



Gobierno de Puerto Rico

Administración de Servicios Generales

Registro Único de Proveedores de

Servicios Profesionales

CERTIFICADO ÚNICO DE PROVEEDORES

FECHA DE EXPEDICIÓN

13 de junio de 2022

NÚMERO DE CERTIFICACIÓN

202212975

FECHA DE VENCIMIENTO

13 de junio de 2023

Nombre del Proveedor: DMS Management Corp

Número de Proveedor: 3603

Dirección Postal: PO Box 2995 Guaynabo, PR 00970

Teléfono: (787) 641-0941

Correo Electrónico: ksewell@databasepr.com

PERSONAS AUTORIZADAS A FIRMAR

NOMBRE Y APELLIDOS	TÍTULO QUE OSTENTA
Kenneth Sewell Acosta	President
Eileen Rodriguez	CFO

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APPENDIX 1.3 BUSINESS CONTINUITY PLAN

BUSINESS CONTINUITY PLAN

SEPTEMBER, 2022

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PURPOSE

The purpose of the Business Continuity Plan (BCP) is to assist Database Marketing Services (DMS) ensuring that mission critical services and process are maintained, restored, or augmented to meet the designated Recovery Time Objectives (RTO).

Following the command structure, the Business Continuity Operations will lead BCP activities to:

- Minimize and support the number of decisions that must be made during a crisis
- Minimize the dependence on any specific person during the crisis
- Minimize the need to perform crisis actions by trial-and-error when a crisis occurs
- Minimize the need to develop new procedures, programs and/or systems during a crisis so that all components necessary to assist the site during a crisis are documented and stored off-site, ready for use.

OBJECTIVE

The overall objective of the BCP is to provide the information and procedures necessary to:

- Rapidly respond to a disaster or emergency
- Notify necessary trained personnel
- Assemble business recovery teams
- Rapidly recover services to clients
- Rapidly resume normal business functions

RESPONSIBILITIES

CRISIS CONTROL UNIT

This unit should exist as a team from the different departments in DMS to coordinate all matters relating to an actual or potential disaster and the ongoing task of Disaster Recovery Planning, including the implementation of disaster prevention activities.

This team requires an internal coordinator to ensure that the team operates effectively despite ongoing day-to-day responsibilities that are not disaster related. The coordinator or Crisis Control Officer (CCO) must be a senior person with a good understanding of the business and business practices together with a detailed knowledge of the Information Technology on which the business has become so dependent. The CCO together with his/her deputy, will be responsible for the development, ongoing maintenance and testing of an effective Disaster Recovery Plan and disaster prevention measures. The CCO must ensure that all members of the Crisis Control Unit understand all aspects of the BCP and are fully aware of their respective responsibilities in this area.

The Crisis Control Unit, through the CCO will also be responsible for ensuring that each area has developed a specific BCP which clearly states and covers the key business processes of the unit and is in line with the corporate BCP, as determined by the Crisis Control Unit. The team is composed of:

TITLE	NAME	MAJOR FUNCTION
Owner	Kenneth Sewell	Financial Support
General Manager	Jose Alvarado	Leadership, Staff Matters & Communication
IT Engineer	Juan Falcon	IT & Database Administrator
Database Manager	Arleen Hernandez	Crisis Control Officer

DISASTER DECLARATION AUTHORITY

A major disaster will take place as per DMS Emergency Evacuation Procedures. These are the following Evacuation Procedures:

- ✓ Stop all activities IMMEDIATELY. Complete the procedures that have been determined to be essential prior to emergency evacuation.
- ✓ Assess that all people can evacuate the area. Supervisors are required to assure that everyone has evacuated their area.
- ✓ Follow exit signs to the nearest safe exit. Special care should be taken with some footwear, such as clogs or heels, that could hinder a quick and safe exit.
- ✓ To use the stairs, walk briskly, but do not run. Stay on the right in order to allow emergency response personnel clear access up the stairs, along the left side.
- ✓ Steer clear of hazards. If evacuation becomes difficult via a chosen route, because of smoke, flames, or blockage, re-enter the facility on a safe floor. Continue evacuation via the nearest safe exit route.
- ✓ Move away from the building. Once you have exited the facility, move at least 150 ft. away from the building and exit doors.
- ✓ Do not re-enter the building without an "all clear". Do not, under any circumstances, re-enter the facility unless authorized by a DMS manager, fire department personnel or until a recognized authority broadcasts the "all clear" message.

In facilities without alarm systems, all people must leave whenever it becomes clear that an emergency exists which requires evacuation for the protection safety and well-being of the occupants.

No one is expected to endanger him/herself in order to control a hazard or to effect or assist with evacuation of others, but everyone has a duty to ensure that other occupants are aware of an emergency.

Also, it is expected that individuals will aid anyone who requires physical assistance to safely evacuate.

EMERGENCY CONTACTS

Emergency Contacts	Phone Numbers
AEMED "Agencia Estatal para el Manejo de Emergencias y Desastres"	787-724-0124
FEMA (Federal Emergency Management Agency)	787-296-3500
LUMA (Energy)	787-289-3434
Firefighters ("Bomberos")	787-343-2330
"Servicio Nacional de Meteorología"	787-253-4586
Police Department "Policia de Puerto Rico"	787-343-2020
Red Cross "Cruz Roja"	787-758-8150
ASSMCA	1-800-981-0023
AAA (Water)	787-521-3434
Floods and landslides	1-800-981-3121 1-800-981-3021 787-977-2200 Derrumbe@DTOP.GOV.PR Inundaciones@dtop.gov.pr Boquetes@dtop.gov.pr PlanAntiTapon@dtop.gov.pr Semaforos@dtop.gov.pr
Puerto Rico Agencies Directory	https://www2.pr.gov/Directorios/Pages/DirectoriodeAgencias.aspx

EXTERNAL CRISIS CONTROL

Given a major disaster where the site is destroyed or inaccessible, all backups are available in Azure.

COUNTER DISASTER STRATEGIES

DMS will implement standard security options. The approach to BCP is premised on the assumption that sufficient key skills will be available to implement the recovery process, even if some of these skills are outsourced.

KEY PERSONNEL

This is an area that is very difficult to define in a BCP strategy, although the simultaneous loss of several key personnel, would certainly constitute a major disaster. Personnel development is an ongoing organizational activity based on:

- Effective recruiting
- Training
- Succession planning
- Fast tracking of highly promising staff

The above processes become effective over time and cannot be replicated in a disaster environment. At best, key personnel can be replaced with trusted outsourced resources, internal or external to the group.

RISK ANALYSIS

The ongoing risk analysis process under the control of the Crisis Control Officer is to:

- Consider all potential disaster scenarios and potential impact on the business.
- Rank each scenario in terms of potential eventuality.
- Discard scenarios that are never likely to occur, or that we can do nothing about.
- Categorize and rank remaining disaster scenarios in terms of impact on the business.
- Define each potential disaster within each scenario category.

DETERMINE VULNERABILITY TO UNCONTROLLABLE FACTORS

The priority risks calculated for each type of disaster is based on physical location, as well as social and natural conditions in this area.

THREAT / VULNERABILITY WORKSHEET

Possible Threat	Likelihood				Vulnerability				Priority Risks
Elements	H	M	L	NA	H	M	L	NA	
Earthquake			X				X		
Tornado			X				X		
Hurricane			X			X			
Flooding			X			X			
Fire			X			X			
Severe Thunderstorm			X				X		
Hail Damage			X				X		
Lightning			X				X		
People	H	M	L	NA	H	M	L	NA	
Medical Outbreak			X				X		
Civil Unrest			X				X		
Industrial Action / Strikes				X				X	
Denial of Access				X				X	
Computer Crime			X			X			
Industrial Sabotage			X				X		
Bomb Threat / Blast			X				X		
Transportation Accident			X				X		
Unauthorized Access			X				X		
Individuals Undocumented Knowledge		X				X			
Technology	H	M	L	NA	H	M	L	NA	
Telecommunications Failure - Telephone Failure			X			X			
Telecommunications Failure - Network Failure			X			X			
Power Shortage / Failure		X			X				
UPS Failure		X			X				
Computer Hardware Failure: Workstation Failure			X		X				
Computer Hardware Failure – Server Failure			X		X				
Computer Hardware Failure – Printer Failure			X			X			
Computer Software Failure – Upgrade compatibility			X		X				
Computer Software Failure – Over Customization			X		X				

Unlicensed Software			X		X				
E-mail Retention & Deletion			X				X		
E-mail Content			X				X		
Document Loss or Destruction – Legal Documents			X		X				
Document Loss or Destruction – Employee Records			X		X				
Document Loss or Destruction – Service Level Agreements			X		X				
Data Backups & Restores			X		X				
Hacking			X				X		
Air-Conditioning Failure			X				X		
Computer Virus Attack			X				X		
Physical Access to Main Office			X				X		
Physical Access to Server Room			X				X		

DETERMINE VULNERABILITY TO CONTROLLABLE FACTORS

The following areas should be examined on a regular ongoing basis:

Area	Term
Fire Hazard	Annually
Health and Safety	Annually
Insurance Cover	Annually
Susceptibility to computer virus	Daily
Susceptibility to hackers and computer fraud	Daily
Backup and restoration of data and software	Weekly
Physical Access to Main Office and Server Room	Daily
Availability and Configuration Complexity of Hardware and Network components	Monthly

COUNTER DISASTER MEASURES

1. Physical Access – a secure physical access system is in place and visitors are signed in upon entrance to DMS office and server room.
2. Health and Safety – it is responsibility of the Management to ensure compliance with OSHA and to have at least one fire or earthquake drill per year.
3. Off-Site Recovery – DMS off-site recovery sites must regularly test and confirm the viability of the disaster recovery process and backup media. This recovery option provides for a range of potential disaster situations, including the destruction of the entire DMS office, in which case selected recovery team would move into the recovery site, working in shifts if required. The recovery sites provide immediately available facilities, with the ability to resume business as fast as possible. Remote access is provided for other staff to access e- mail and other data files.
4. Fire Prevention – DMS is required to comply with fire safety regulations. DMS provides two (2) fire extinguishers and six (6) sprinklers. A fire detection and prevention system has been installed in the server room.
5. Uninterruptible power supply (UPS) – DMS has UPS to cover servers and computers. At present, there is a power generator that provides energy to the whole building, and surge power protector outlets. Also, critical computers and servers are covered with independent UPS backups.
6. Server and Database Redundancy – Server virtualization has been implemented allowing for the quick rebuild of a server in the event of failure.
7. IT Hardware Availability and Ease of Configuration – The selection of hardware for DMS is an important issue and is significantly influenced by the suppliers' ability to rapidly replace

hardware, in times of emergency. This avoids configuration problems with replacement hardware.

8. Data and software backups – a full backup of DMS servers is scheduled on a weekly basis and daily incremental backups scheduled daily. Full backups are stored for one (1) year.
9. Communications – DMS relies on telephone lines to perform its business. DMS provides VOIP telephony to key employees. If existing lines are interrupted, cell phones will be utilized.

DISASTER CATEGORIES AND LEVELS

CATEGORY 1 DISASTERS

Category 1 disasters require the total or partial evacuation of DMS Office. In this instance, the evacuation will take place as per DMS Procedure on Emergency Evacuation. This could happen for several reasons:

- Destruction of DMS Office, through fire, flood, etc.
- Prolonged denial of access to DMS by the authorities due to toxic fumes, civil unrest, etc.
- Prolonged power outage
- Hygiene factors such as the prolonged loss of water supply
- Pandemic Outbreak - Please, refer to Pandemic Disease, Continuity of Business Plan

Category 1 disasters need to be further described to cater for the following situation:

- Category 1 - Level 1 Disaster - The requirement to evacuate DMS combined with the destruction of all documentation and hard copy records on site, at the time of the disaster.
- Category 1 - Level 2 Disaster - The requirement to evacuate DMS and documentation and hard copy records remain intact and available at the site.

CATEGORY 2 DISASTERS

Category 2 disasters define emergency situations that do not require the total evacuation of staff from DMS. Potential causes for the declaration of a category 2 disaster are:

- Server malfunction
- Database corruption
- Loss of equipment through theft
- Short-term denial of access to DMS by the authorities due to toxic fumes, civil unrest, etc.
- Short-term power outage
- Short-term downtime of network and/or telecommunications infrastructure
- Hygiene factors such as the short-term loss of water supply

Category 2 disasters tend to be short-term in nature, with the anticipated “time to repair” being the major measurement criteria. Any major extension to the anticipated time to repair could cause a category 2 disaster to be escalated to category 1.

CATEGORY 3 DISASTERS

Category 3 disasters are typically those of a temporary duration (less than 8 hours). Examples of category 3 disaster are:

- Temporary loss of network connectivity
- Temporary loss of telephone connectivity
- Server malfunction
- Cyber security breach

EXAMPLE – DISASTER CATEGORIES AND LEVELS

Category	Disaster Description	Circumstance	Potential Injury	Evacuation
1	Destruction of entire site	Fire	Yes	Yes
2	Loss of services that require total evacuation to recovery site	Toxic Fumes	Unlikely	Yes
3	Loss of services that do not require total evacuation to recovery site	Network Failure	No	No

MONITORING AND ESCALATION

A major disaster such as the destruction of the entire office does not require a great deal of decision making to evacuate. It must happen as fast as possible. Most other disaster situations need to be carefully monitored on an ongoing basis, and where necessary, escalated to a level where evacuation of DMS office is required. The escalation process is largely based on informed estimates regarding time to repair, in conjunction with documented requirements.

The establishment of an effective environment at the off-site recovery center takes anything from two to four days, depending on the nature of the evacuation. The CCU is expected to be always prepared and make decisions which are balanced and cost effective.

RESTORATION AND RETURN

Once a category 1 disaster situation has been successfully handled in line with the recovery plan, the rebuilding and restoration phase begins. The existing premises may be restorable or new premises required. The CCU shall lead and manage this phase of the recovery process. The restoration process must ensure that all the required disaster prevention measures are effectively implemented at the restored or new location.

As the restoration process approaches completion, other intensive planning processes are initiated:

- Return of staff and service facilities to the restored or new home site.
- Setup of IT environment.

MAINTENANCE OF THE OVERALL BCP PLAN

The BCP will be reviewed by Crisis Control Unit and the supervisors of each department, immediately after completing the rebuilding and/or restoration phase.

1. Business Impact Analysis – The CCU will conduct interviews and discussions with all supervisors to determine the vulnerability of each area and the potential business impact.
 - a. Normal requirements to setup DMS in restored premises after a major disaster:
 - i. Process flowchart of business
 - ii. Exposure to Service Level Agreements financial penalties
 - iii. Number of employees remaining after the disaster
 - iv. Inventory of computers, laptops, servers, printers, telephones, routers, etc.
 - v. Telecommunications requirements / Internet providers / Fortinet provider
 - vi. Network functionality
 - vii. Stationery and documentation
 - viii. List of current suppliers with their contact names, phone numbers, fax numbers and e-mail addresses.
 - ix. List of current customers with their contact names, phone numbers, fax numbers and e-mail addresses.
 - b. Minimum requirements to setup DMS after a major disaster:
 - i. Relocation of staff to the off-site recovery site.
 - c. Maximum recovery time after a major disaster:

Determine the maximum recovery time for each disaster situation at a detailed level. It is important to establish:

 - i. Disaster Day – Review the vital requirements in terms of business continuity
 - ii. Disaster Day + 1 – Review Vital minimum requirements to ensure business continuity
 - iii. Disaster Day + 2 – Review processes, equipment or things that can wait for a day
 - iv. Disaster Day + 3 - Review processes, equipment or things that can wait for two days
 - v. Disaster Day + N days - Survival functionality viable
 - d. Recovery Teams and Roles
 - i. The CCU must supply its own recovery team for each disaster category. The following considerations will apply:
 - Definition of the roles in each recovery environment;
 - Select staff and reserves to fill roles; and
 - Designate team leadership responsibilities.
 - e. Public Relations

Most disasters will impact clients, suppliers, and staff. In the occurrence of a major disaster, the CCU will issue notifications and assurances in accordance with the agreed plan. Outside of the corporate issues, each area must have plans and contact lists in place to communicate effectively with their clients and suppliers.

2. Development of the BCP - The documented results of the business impact analysis supported by the implemented counter disaster strategy, places the DRP team and each area in a position where major recovery plans can be settled for each disaster category.

Essentially the plan for each unit is based on:

- Rapid access to emergency contact lists
- Clear and concise "to do" lists that have been prioritized, with responsibility requirements, for each disaster category and level
- Well-trained and responsible recovery teams
- Communication.

Training of the members of the recovery team is an essential function of each supervisor in association with the Crisis Control Officer.

3. Capturing and Maintaining the BCP

The details of the BCP must therefore reside in a database that can be easily modified, to adapt for new developments. The current updated activities and contact lists must be available on demand.

A master copy of the database resides on a shared server for easy access. Changing the data in the BCP database requires access control, verification, and approval from the General Manager.

TESTING THE PLAN

Testing the plan is an ongoing responsibility of the Crisis Control Unit. Regular tests need to be conducted regarding each disaster scenario where this is viable. It would be impossible to simulate the loss of the entire office for testing purposes, however components of the BCP plan can be tested individually, and these include:

- Testing the ability to recreate the computer center configurations at the off-site recovery site
- Testing the ability to restore data and software from back up media
- Testing the recovery procedures regarding the loss of a critical telecommunications connection
- Testing the ability to switch networks and telecommunications connection to the off-site recovery site
- Testing the recovery process related to the prolonged loss of power
- Testing the recovery process related to the loss of the Internet, e-mail, Fortinet, etc.
- Testing the ability of each area to continue functionality by using concise and detailed procedural documentation.

The above testing procedures will enable DMS to measure restoration times more accurately and will assist in the refinement of the BCP based on assessment results.

Inspections - The testing process includes the regular inspection of counter disaster procedures and its components. Some of them are:

1. Maintenance contracts

2. UPS battery health
3. Fire protection systems
4. Log Reports
5. Log Files
6. Fire drills
7. Wiring
8. Lightning protection

TRAINING


The CCU and supervisors of each area must have a close and updated knowledge of the recovery procedures related to each disaster category. An annual training is required to minimize panic situations in a disaster.

DMS RESPONSIBILITIES

1. Database Manager has the responsibility for staff matters:
 - a. Staff re-assurance
 - b. Staff temporary relocation
 - c. Communication with staff family in the event of dead or injury
2. General Manager is responsible for effective business resumption in the post disaster environment by:
 - a. Arranging the required cash flow to enable the recovery process
 - b. Arranging for the authorization of additional official participants in the post disaster situation
 - c. Analysis of SLA and the potential financial penalties
 - d. Managing post disaster structure and equipment insurance claims arising from the disaster
 - e. Managing claims related to substantial losses arising from the disaster
 - f. Managing key personnel insurance claims arising from the disaster
 - g. Managing personal injury claims arising from the disaster
 - h. Managing claims from SLA penalties occurred in the post disaster environment
3. Office Manager in conjunction with Sales & Marketing Manager is responsible for:
 - a. Assisting General Manager in ongoing contact with and re-assurance of clients
 - b. Assisting with ongoing marketing related communications with DMS and its clients
 - c. Assisting Information Technology in maintaining communication with the staff in the post disaster environment
4. Information Technology (IT) will provide the operational platform for DMS. IT recovery plan is responsible for:
 - a. Review Impact on overall business of prolonged downtime for each area
 - b. Recovery priorities related to the business as a whole
 - c. Minimum recovery requirements for each area, with associated recovery timeframes
 - d. Exposure to SLA related financial penalties

Regular post disaster communication between IT and the CCU is therefore critical.

5. Supervisors – All supervisors are responsible for the development of their own specific BCP plans, including notification of their specific clients and service providers. It is important that each supervisor provide the CCU with accurate and detailed post disaster requirements, as the entire plan is largely developed around these requirements and priorities.

CUSTODIAN	Arleen M. Hernandez Database Manager
DATE APPROVED	9/30/2022
APPROVED BY (Name & Title)	José A. Alvarado General Manager
APPROVED BY (Signature)	
IMPLEMENTATION DATE	9/30/2022

APPENDIX 1.4: DISASTER RECOVERY PLAN

DISASTER RECOVERY PLAN

March 2022

Arleen Hernández
ahernandez@databasepr.com

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INTRODUCTION

This Disaster Recovery Plan (DR Plan) is the source for all the information that describes Database Marketing Services (DMS) ability to survive a disaster including the processes that must be followed to accomplish disaster recovery.

This plan is designed to minimize the effects of a disaster and allow DMS to either maintain or quickly resume mission-critical functions. This disaster recovery plan serves as a guide for all our employees in the recovery and restoration of the information technology systems.

PURPOSE

The top priority of DMS will be to enact the steps outlined in this DR Plan to bring all the organization's groups and departments back to business-as-usual as quickly as possible. This includes:

- Minimizing downtime related to IT
- Preventing the loss of the organization's resources such as hardware, data, and physical IT assets
- Keeping the business running in the event of a disaster

This DR Plan will also detail how this document is to be maintained and tested.

DISASTER

A disaster can be caused by many events resulting in DMS's IT department not being able to perform some or all their regular roles and responsibilities for a period. DMS defines disasters as the following:

- One or more vital systems are non-functional
- The building is not available for an extended period, but all systems are functional within it
- The building is available, but all systems are non-functional
- The building and all systems are non-functional

The following events can result in a disaster, requiring this DR document to be activated:

- Environmental disaster (flooding, hurricane, fire, etc.)
- Hardware failure / server room issue
- Power outage
- Theft
- Deliberate attack
- Terrorist attack
- Human error

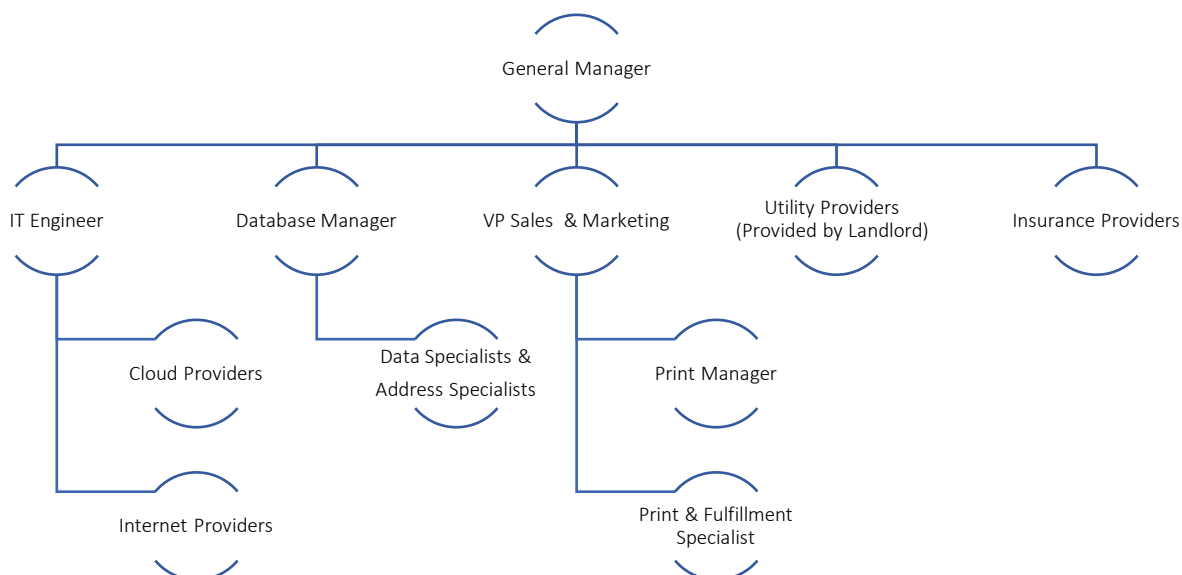
EMERGENCY CONTACT INFORMATION

Contact Name	Title	Contact Type	Contact Information
Kenneth Sewell	Owner	Business Phone	787-641-0941 ext. 4433
		Personal Phone	787-529-9096
		Business E-mail	ksewell@databasepr.onmicrosoft.com
		Personal E-mail	ken@kimijay.com
Juan Falcon	IT Engineer	Business Phone	787-641-0941 ext. 4463
		Personal Phone	787-564-2495
		Business E-mail	jfalcon@databasepr.com
		Personal E-mail	jrfalconliceaga@gmail.com
José Alvarado - 1st contact	General Manager	Business Phone	787-641-0941 ext. 4436
		Personal Phone	787-461-8920
		Business E-mail	jalvarado@databasepr.onmicrosoft.com
		Personal E-mail	arnaldodms@gmail.com
Omayra Galarcé	Database Specialist	Business Phone	787-641-0941 ext. 4435
		Personal Phone	787-969-0070
		Business E-mail	ogalarce@databasepr.onmicrosoft.com
		Personal E-mail	oagalarce2014@gmail.com
Arleen Hernández	Database Manager	Business Phone	787-641-0941 ext. 4432
		Personal Phone	787-975-0634
		Business E-mail	ahernandez@databasepr.onmicrosoft.com
		Personal E-mail	garleen@gmail.com
Hector González	Address Specialist	Business Phone	787-6410941 ext. 4463
		Personal Phone	939-579-1492
		Business E-mail	hgonzalez@databasepr.com
		Personal E-mail	gonzruiz@prdigital.com
Silka Montalvo	Print Manager	Business Phone	787-641-0941
		Personal Phone	939-218-5093
		Business E-mail	smontalvo@databasepr.onmicrosoft.com
		Personal E-mail	slkmontalvo@yahoo.com
Misael Afanador Villa	Print & Fulfillment Specialist	Business Phone	787-641-0941
		Personal Phone	787-672-9448
		Business E-mail	mafanador@databasepr.onmicrosoft.com
		Personal E-mail	Mafanador.2011@gmail.com
Luis González Pagán	Address Specialist		787-641-0941
		Personal Phone	787-452-8995
		Business E-mail	
		Personal E-mail	lrgp4289@gmail.com
Víctor Ildefonso Acosta	Address Specialist	Business Phone	787-641-0941
		Personal Phone	787-415-0212
		Business E-mail	
		Personal E-mail	victorildefonso74@yahoo.com

EXTERNAL CONTACTS

Contact Name	Company	Contact Type	Contact Information
Zaida Díaz	LinkActiv	Business Phone	787-641-0101 ext. 4440
		Mobile Phone	787-505-7073
		E-mail	Zaida.diaz@linkactiv.com
Cristian Alvarez	Critical Hub Networks Inc. / Optico Fiber	Business Phone	787-728-9000
		Mobile Phone	
		E-mail	calvarez@criticalhub.com
Teremarih Rivera	Aeronet (Account 6294)	Business Phone	787-273-4143 ext. 217
		Mobile Phone	787-237-3902
		E-Mail	
Carlos Diaz	Datacore	Business Phone	
		Mobile Phone	787-642-4095
		E-mail	cdiaz@datacorepr.com
Roberto Ubiñas	Kryonix (Account 01718)	Business Phone	787-282-6481
		Mobile Phone	939-717-6698
		E-mail	
Jose De Varona Oti	De Varona Insurance (Policy 55-AP-000026856-1)	Business Phone	787-754-8090
		Mobile Phone	787-717-1999
		E-mail	jose@devaronainsurance.com

NOTIFICATION NETWORK



SCOPE

The DMS DR Plan takes all the following technology areas into consideration:

- Network Infrastructure
- Servers Infrastructure
- Telephony System
- Data Storage and Backup Systems
- Data Output Devices
- End-user Computers
- Organizational Software Systems
- Database Systems
- IT Documentation

This DR Plan does not take into consideration any non-IT, personnel, Human Resources, and Real Estate related disasters.

REVISION HISTORY

Any changes, edits and updates made to the DR Plan will be recorded in here. It is the responsibility of the Disaster Recovery Lead to ensure that all existing copies of the DR Plan are up to date. Whenever there is an update to the DR Plan, DMS requires that the version number be updated to indicate this.

Responsible for change	Position	Date of Change	Notes
Arleen Hernández	Database Manager	March 2018	Initial Version
Juan Falcón	IT Engineer	April 2018	Update Contact Information
Arleen Hernández	Database Manager	March 2019	Update Contact Information
Arleen Hernández	Database Manager	August 2019	Update Contact Information
Arleen Hernández	Database Manager	March 2020	Update Contact Information
Arleen Hernández	Database Manager	March 2021	Update Contact Information
Arleen Hernández	Database Manager	January 2022	Update Contact Information
Arleen Hernández	Database Manager	March 2022	Update Contact Information

APPENDIX 1.5: EMPLOYEE CERTIFICATIONS

Certificate

OF COMPLETION

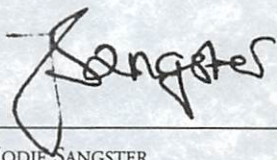
THIS DOCUMENT CERTIFIES THE
ATTENDANCE AND PARTICIPATION OF

Arleen Hernandez

IN
CRM & Database Marketing Certification
September 02, 2010

UNDER GUIDELINES ESTABLISHED BY THE NATIONAL
TASK FORCE ON THE CONTINUING EDUCATION UNIT,
THIS PROGRAM HAS BEEN AUTHORIZED FOR

WHICH ARE HEREBY AWARDED.



JODIE SANGSTER
SENIOR VICE PRESIDENT,
GLOBAL DEVELOPMENT & EDUCATION SERVICES

Certificate

OF COMPLETION

THIS DOCUMENT CERTIFIES THE
ATTENDANCE AND PARTICIPATION OF


Arleen Hernandez

IN
Direct Marketing Institute
October 03, 2008

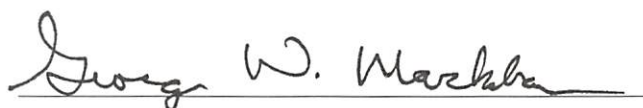
UNDER GUIDELINES ESTABLISHED BY THE NATIONAL
TASK FORCE ON THE CONTINUING EDUCATION UNIT,
THIS PROGRAM HAS BEEN AUTHORIZED FOR

2.4 CEUs

WHICH ARE HEREBY AWARDED.



JOHN A. GRECO, JR.
PRESIDENT & CEO



GEORGE W. MARKHAM
DIRECTOR
EDUCATION SERVICES



Trust in, and value from, information systems

This certificate is to confirm that

Arleen M. Hernandez

has been admitted on this date as a member of the association and is entitled
to all rights and benefits in accordance with the bylaws.

Matthew S. Loeb, CGEIT, CAE
Chief Executive Officer of ISACA and ITGI

Christos K. Dimitriadis, Ph.D., CISA, CISM, CRISC
Chair, ISACA Board of Directors

25 April 2017

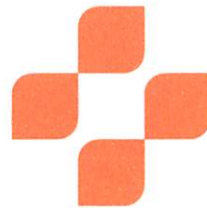
Date Issued

Arleen Hernández

ha completado el curso presencial y ahora está certificado(a) en:

Primeros Auxilios de Salud Mental EE. UU. Adultos

Este curso presencial enseña habilidades para ofrecer ayuda inicial a una persona que sufre un problema de salud mental o de uso de sustancias.



Mental Health
FIRST AID

from NATIONAL COUNCIL FOR
MENTAL WELLBEING

Chuck Ingoglia
Presidente & CEO
National Council for Mental Wellbeing

*Este curso es elegible para 8 horas de
créditos de educación continua.*

*El National Council for Mental Wellbeing opera Primeros Auxilios de
Salud Mental en los EE. UU. El National Council for Mental
Wellbeing y el Departamento de Salud Mental de Missouri fundaron
Primeros Auxilios de Salud Mental EE. UU.*

Esta certificación entra
en **vigencia** el:

11/03/2022

Fecha

Este certificado expira a
los 3 años, a partir de esta
fecha de terminación.



UNITED STATES
POSTAL SERVICE

CERTIFICATE OF COMPLETION

THIS CERTIFICATE IS PRESENTED TO:

Arleen M. Hernandez

FOR SUCCESSFUL COMPLETION OF THE

UNITED STATES POSTAL SERVICE®
MAIL DESIGN PROFESSIONAL

AWARDED MARCH OF 2020

A handwritten signature in black ink, reading "Jacqueline Krage StraKo", with a stylized flourish at the end.

Jacqueline Krage StraKo

Chief Customer and Marketing Officer
and Executive Vice President

Arleen Hernandez

is Certified by the

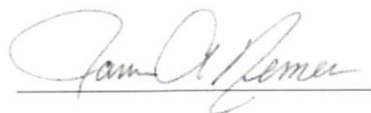
United States Postal Service

as having successfully completed all requirements of the

Executive Mail Center Manager's Program

Certification Date

September 24, 2015

A handwritten signature in cursive script, reading "Jim A. Nemec", written in black ink over a horizontal line.

Jim Nemec
Vice President
Consumer and Industry Affairs

Jose Alvarado

is Certified

by the

United States Postal Service

as having successfully completed

all requirements of the

**Executive Mail Center Manager's Program
Annual Training Program**

June 17, 2015



Paul F. Warrick

Manager, National Center for Employee Development
Norman, Oklahoma

USA FIRST-CLASS FOREVER

2007

Jose Alvarado

is Certified by the

United States Postal Service

as having successfully completed all requirements of the

Executive Mail Center Manager's Program

Certification Date

June 17, 2015

Maura Robinson

Maura Robinson
Vice President
Consumer and Industry Affairs

Jose Alvarado

is Certified

by the

United States Postal Service

as having successfully completed

all requirements of the

Mail Design Professional

*This certification is valid for a period
not to exceed two (2) years.*

May 9 2016



Paul F. Warrick
Manager, National Center for Employee Development
Norman, Oklahoma

USA FIRST-CLASS FOREVER

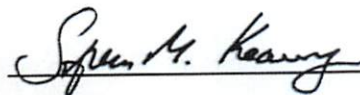
***INTELLIGENT MAIL®
PROFESSIONAL CERTIFICATE***

Presented to:

Jose Alvarado

In recognition of your commitment to professional development by attending the required workshops at the:

National Postal Forum
Nashville, TN
April, 2010



SENIOR VICE PRESIDENT
CUSTOMER RELATIONS
UNITED STATES POSTAL SERVICE
HEADQUARTERS



***INTELLIGENT MAIL, PRODUCT
INFORMATION AND QUALITY
ADDRESSING
PROFESSIONAL CERTIFICATE***

Presented to:

Jose Alvarado

In recognition of your commitment to professional
development by attending the required workshops
at the:

National Postal Forum
San Diego, CA
May, 2011

SUSAN M. LACHANCE
VICE PRESIDENT, CONSUMER AND INDUSTRY AFFAIRS
UNITED STATES POSTAL SERVICE HEADQUARTERS

Jose Alvarado

is Certified by the

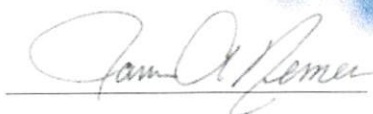
United States Postal Service

as having successfully completed all requirements of the

**Certified Direct Mail Professional
(CDMP)**

March 23, 2016

Certification Date



Jim Nemec
Vice President
Consumer and Industry Affairs



IN RECOGNITION OF YOUR COMMITMENT TO PROFESSIONAL DEVELOPMENT
BY ATTENDING THE REQUIRED NATIONAL POSTAL FORUM SESSIONS

THE UNITED STATES POSTAL SERVICE PRESENTS THE

MAIL CENTER PROFESSIONAL CERTIFICATE

TO

Kenneth Serwel

NATIONAL POSTAL FORUM
SEPTEMBER 2002 — BOSTON, MA

Jon R. Wargo

VICE PRESIDENT, SERVICE AND MARKET DEVELOPMENT
UNITED STATES POSTAL SERVICE

Hector Gonzalez

ha completado el curso presencial y ahora está certificado(a) en:

Primeros Auxilios de Salud Mental EE. UU. Adultos

Este curso presencial enseña habilidades para ofrecer ayuda inicial a una persona que sufre un problema de salud mental o de uso de sustancias.



Mental Health
FIRST AID

from NATIONAL COUNCIL FOR
MENTAL WELLBEING

Esta certificación entra
en **vigencia** el:

11/03/2022

Fecha

Este certificado expira a
los 3 años, a partir de esta
fecha de terminación.

Chuck Ingoglia
Presidente & CEO
National Council for Mental Wellbeing

*Este curso es elegible para 8 horas de
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Juan Falcon

ha completado el curso presencial y ahora está certificado(a) en:

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Misael Afanador

ha completado el curso presencial y ahora está certificado(a) en:

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Omayra Galarce

ha completado el curso presencial y ahora está certificado(a) en:

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Silka Montalvo

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Victor Ildelfonso

ha completado el curso presencial y ahora está certificado(a) en:

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Arleen Hernández

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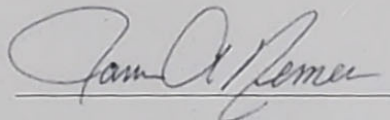
United States Postal Service

as having successfully completed all requirements of the

Executive Mail Center Manager's Program

Certification Date

September 24, 2015



Jim Nemec
Vice President
Consumer and Industry Affairs

Silka Montalvo

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Mail Design Professional

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May 9 2016



Paul F. Warrick
Manager, National Center for Employee Development
Norman, Oklahoma

USA FIRST-CLASS FOREVER

2007



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Arleen M. Hernández Hernández

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

Tipo de curso: CERTIFICATION

Créditos: CREDITS: 3

Categoría: ONE (1)

EXPIRATION DATE: December 13 , 2023



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Kenneth L. Sewell Acosta

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

Tipo de curso: CERTIFICATION

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EXPIRATION DATE: December 13 , 2023



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Silka Y. Montalvo González

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Víctor R. Ildefonso Acosta

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Héctor M. González Rivera

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Omayra A. Galarcé Ramos

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

Tipo de curso: CERTIFICATION

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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Juan R. Falcón Liceaga

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13, 2022

Código de curso: 2022-23

Nombre: José A. Alvarado Vázquez

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

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Créditos: CREDITS: 3

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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 13 , 2022

Código de curso: 2022-23

Nombre: Misael Afanador Villa

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

Tipo de curso: CERTIFICATION

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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 12, 2022

Código de curso: 2022-23

Nombre: Arleen M. Hernández Hernández

Número de licencia profesional: ADM

Código de profesión: ADM

FRAUD, WASTE AND ABUSE IN HEALTH SERVICES CERTIFICATION (FWA)

Tipo de curso: CERTIFICATION

Créditos: HOURS: (2)

Categoría: ONE (1)

EXPIRATION DATE : December 12 ,2023



Tel. (787)-778-3464

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Número de Proveedor: 00105



Fecha: December 12, 2022

Código de curso: 2022-23

Nombre: Kenneth L. Sewell Acosta

Número de licencia profesional: ADM

Código de profesión: ADM

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Número de Proveedor: 00105



Fecha: December 12, 2022

Código de curso: 2022-23

Nombre: Silka Y. Montalvo González

Número de licencia profesional: ADM

Código de profesión: ADM

FRAUD, WASTE AND ABUSE IN HEALTH SERVICES CERTIFICATION (FWA)

Tipo de curso:
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Fecha: December 12, 2022

Código de curso: 2022-23

Nombre: Víctor R. Ildefonso Acosta

Número de licencia profesional: ADM

Código de profesión: ADM

FRAUD, WASTE AND ABUSE IN HEALTH SERVICES CERTIFICATION (FWA)

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Nombre: Héctor M. González Rivera

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FRAUD, WASTE AND ABUSE IN HEALTH SERVICES CERTIFICATION (FWA)

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Nombre: Omayra A. Galarcé Ramos

Número de licencia profesional: ADM

Código de profesión: ADM

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Nombre: Juan R. Falcón Liceaga

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Nombre: José A. Alvarado Vázquez

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Número de Proveedor: 00105



Fecha: December 12,2022

Código de curso: 2022-23

Nombre: Misael Afanador Villa

Número de licencia profesional: ADM

Código de profesión: ADM

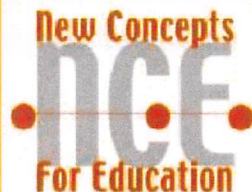
FRAUD, WASTE AND ABUSE IN HEALTH SERVICES CERTIFICATION (FWA)

Tipo de curso: CERTIFICATION

Créditos: HOURS: (2)

Categoría: ONE (1)

EXPIRATION DATE : December 12 ,2023



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105

Sello

A

Presión

Fecha: December 21 , 2021

Código de curso: 2021-2022

Nombre: ARLEEN M HERNANDEZ HERNANDEZ

Número de licencia profesional: ADM

Código de profesión: ADM

MACRA CERTIFICATION

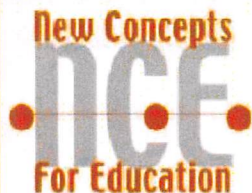
Medicare Access and CHIP Reauthorization Act 2015

Tipo de curso: CERTIFICATION

Créditos: HORAS: (2) DOS

Categoría: UNO (1)

EXPIRATION DATE: December 21 , 2022



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21 , 2021

Código de curso: 2021-2022

Nombre: JOSE A ALVARADO VAZQUEZ

Número de licencia profesional: ADM

Código de profesión: ADM

MACRA CERTIFICATION

Medicare Access and CHIP Reauthorization Act 2015

Tipo de curso: CERTIFICATION

Créditos: HORAS: (2) DOS

Categoría: UNO (1)

EXPIRATION DATE: December 21 , 2022



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21 , 2021

Código de curso: 2021-2022

Nombre: SILKA Y MONTALVO GONZALEZ

Número de licencia profesional: ADM

Código de profesión: ADM

MACRA CERTIFICATION

Medicare Access and CHIP Reauthorization Act 2015

Tipo de curso: CERTIFICATION

Créditos: HORAS: (2) DOS

Categoría: UNO (1)

EXPIRATION DATE: December 21 , 2022



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21 , 2021

Código de curso: 2021-2022

Nombre: MISAEAL AFANADOR VILLA

Número de licencia profesional: ADM

Código de profesión: ADM

MACRA CERTIFICATION

Medicare Access and CHIP Reauthorization Act 2015

Tipo de curso: CERTIFICATION

Créditos: HORAS: (2) DOS

Categoría: UNO (1)

EXPIRATION DATE: December 21 , 2022



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Número de Proveedor: 00105



Fecha: December 21 , 2021

Código de curso: 2021-2022

Nombre: OMayra A Galarce Ramos

Número de licencia profesional: ADM

Código de profesión: ADM

MACRA CERTIFICATION

Medicare Access and CHIP Reauthorization Act 2015

Tipo de curso: CERTIFICATION

Créditos: HORAS: (2) DOS

Categoría: UNO (1)

EXPIRATION DATE: December 21 , 2022



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Número de Proveedor: 00105

Sello

A

Presión

Fecha: December 21 , 2021

Código de curso: 2021-2022

Nombre: KENNETH L SEWELL ACOSTA

Número de licencia profesional: ADM

Código de profesión: ADM

MACRA CERTIFICATION

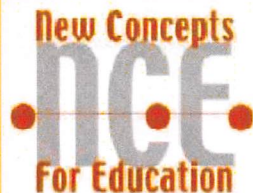
Medicare Access and CHIP Reauthorization Act 2015

Tipo de curso: CERTIFICATION

Créditos: HORAS: (2) DOS

Categoría: UNO (1)

EXPIRATION DATE: December 21 , 2022



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21, 2021

Código de curso: 2021-22

Nombre: KENNETH L SEWELL ACOSTA

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

Tipo de curso: CERTIFICATION

Créditos: CREDITS: 2 (TWO)

Categoría: ONE (1)

EXPIRATION DATE: December 21, 2022



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21, 2021

Código de curso: 2021-22

Nombre: MISAEL AFANADOR VILLA

Número de licencia profesional: ADM

Código de profesión: ADM

**HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)**

Tipo de curso: CERTIFICATION

Créditos: CREDITS: 2 (TWO)

Categoría: ONE (1)

EXPIRATION DATE: December 21, 2022

df Bas 20,



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21, 2021

Código de curso: 2021-22

Nombre: OMayra A Galarce Ramos

Número de licencia profesional: ADM

Código de profesión: ADM

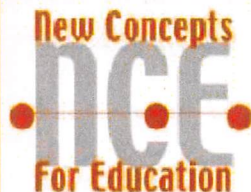
HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)

Tipo de curso: CERTIFICATION

Créditos: CREDITS: 2 (TWO)

Categoría: ONE (1)

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Número de Proveedor: 00105

Sello

A

Presión

Fecha: December 21, 2021

Código de curso: 2021-22

Nombre: SILKA Y MONTALVO GONZALEZ

Número de licencia profesional: ADM

Código de profesión: ADM

HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)

Tipo de curso: CERTIFICATION

Créditos: CREDITS: 2 (TWO)

Categoría: ONE (1)

EXPIRATION DATE: December 21, 2022

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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105

Sello

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Presión

Fecha: December 21, 2021

Código de curso: 2021-22

Nombre: ARLEEN M HERNANDEZ HERNANDEZ

Número de licencia profesional: ADM

Código de profesión: ADM

HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)

CERTIFICATION
Tipo de curso:

CREDITS: 2 (TWO)
Créditos:

ONE (1)
Categoría:

EXPIRATION DATE: December 21, 2022



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Proveedor autorizado por el Departamento de Salud de Puerto Rico

Número de Proveedor: 00105



Fecha: December 21 , 2021

Código de curso: 2021-22

Nombre: JOSE A ALVARADO VAZQUEZ

Número de licencia profesional: ADM

Código de profesión: ADM

HEALTH AND SECURITY FOR PROFESSIONALS AND FACILITIES
(OSHA Certification)

Tipo de curso: CERTIFICATION

Créditos: CREDITS: 3

Categoría: ONE (1)

EXPIRATION DATE: December 21, 2022

APPENDIX 1.6 SERVICE LEVEL RESULTS – BANKING INDUSTRY

Jose Arnaldo Alvarado

Subject: FW: Performance Scorecard result: DMS MANAGEMENT CORP– Second Period 2021
Attachments: DMS MANAGEMENT CORP_VPM Scorecard Results_Second Period 2021.pdf; Vendor Performance Guide.pdf

From: S2PVPM <S2PVPM@popular.com>
Date: January 12, 2022 at 8:23:38 AM AST
To: ksewell@databasepr.com
Cc: S2PVPM <S2PVPM@popular.com>
Subject: Performance Scorecard result: DMS MANAGEMENT CORP– Second Period 2021

Dear provider,

At Popular, your commitment to our business objectives and the importance of the service provided are valued. We are pleased to inform you that, based on the attached scorecard, your performance meets our expectations and agreed services.

Scorecard Category: Expected Performance
Overall Scoring Range: 100%

High-quality services are key to improving our business performance and our relationship. We encourage consistent performance results.

If you have any questions or comments, write to us at S2PVPM@popular.com.

Important: This performance monitoring program is additional and independent of any other monitoring process performed by the business unit receiving the service, for the fulfillment of the obligations and responsibilities under the contract.

Best regards,

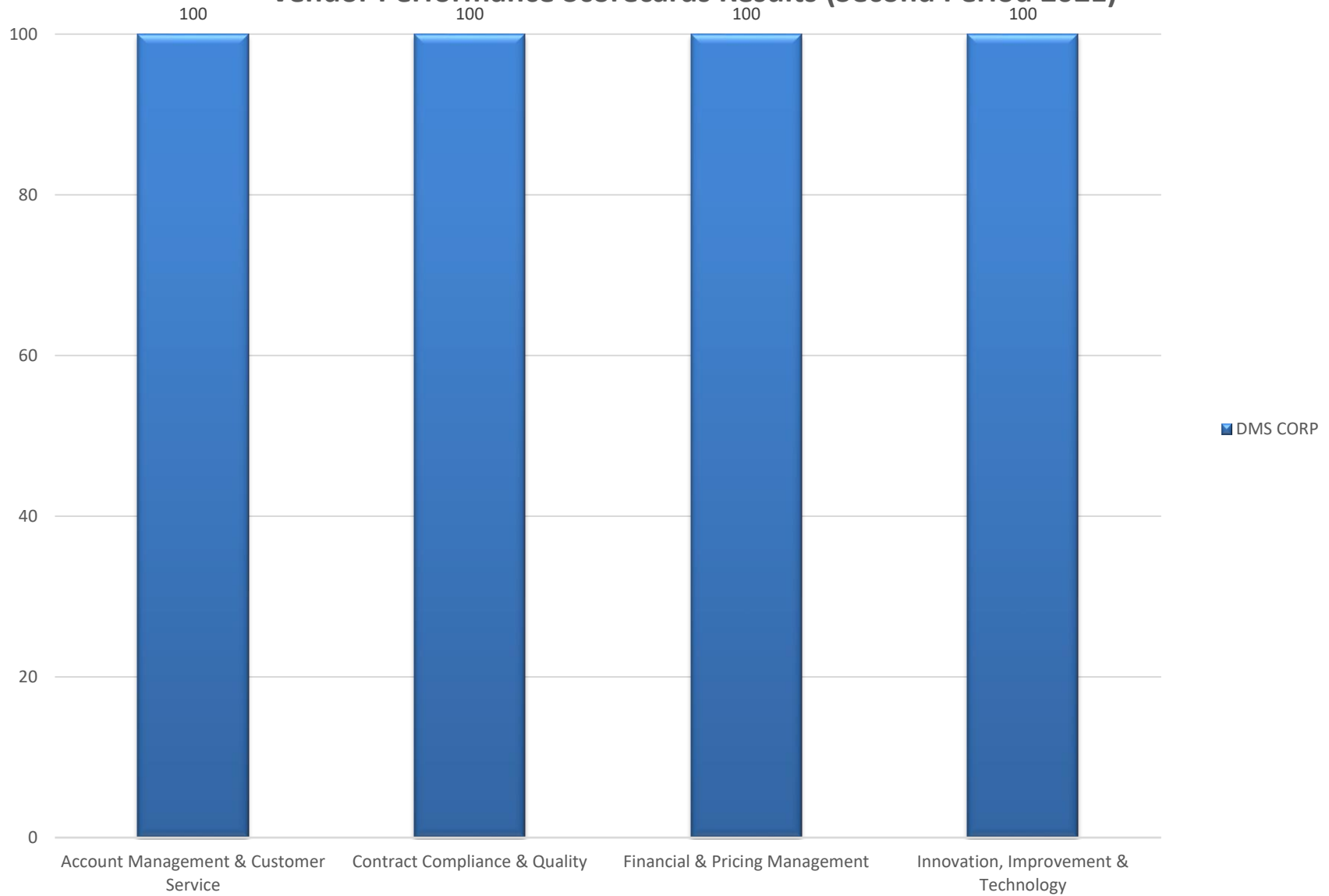
Yulimar Gandía Mateo

BANCO POPULAR
Vendor Relationship Officer
Vendor Management, Strategic Sourcing and Procurement
T. 787-751-9800, ext. 311295
yulimar.gandia@popular.com



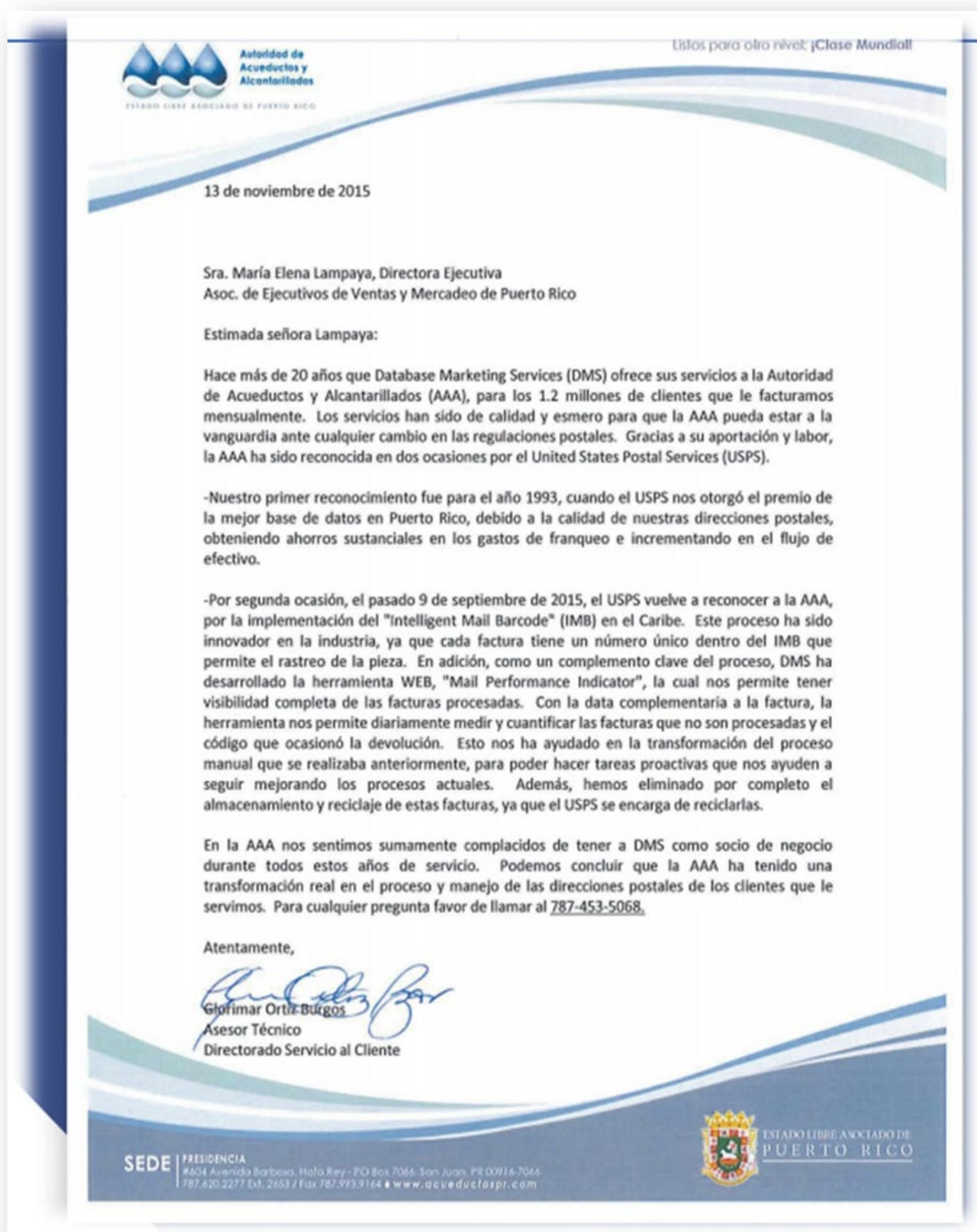
CONFIDENTIALITY NOTE: This communication and any attachments included herein contain information that belongs to POPULAR, INC., its subsidiaries and/or affiliates, that may be confidential, legally

Vendor Performance Scorecards Results (Second Period 2021)

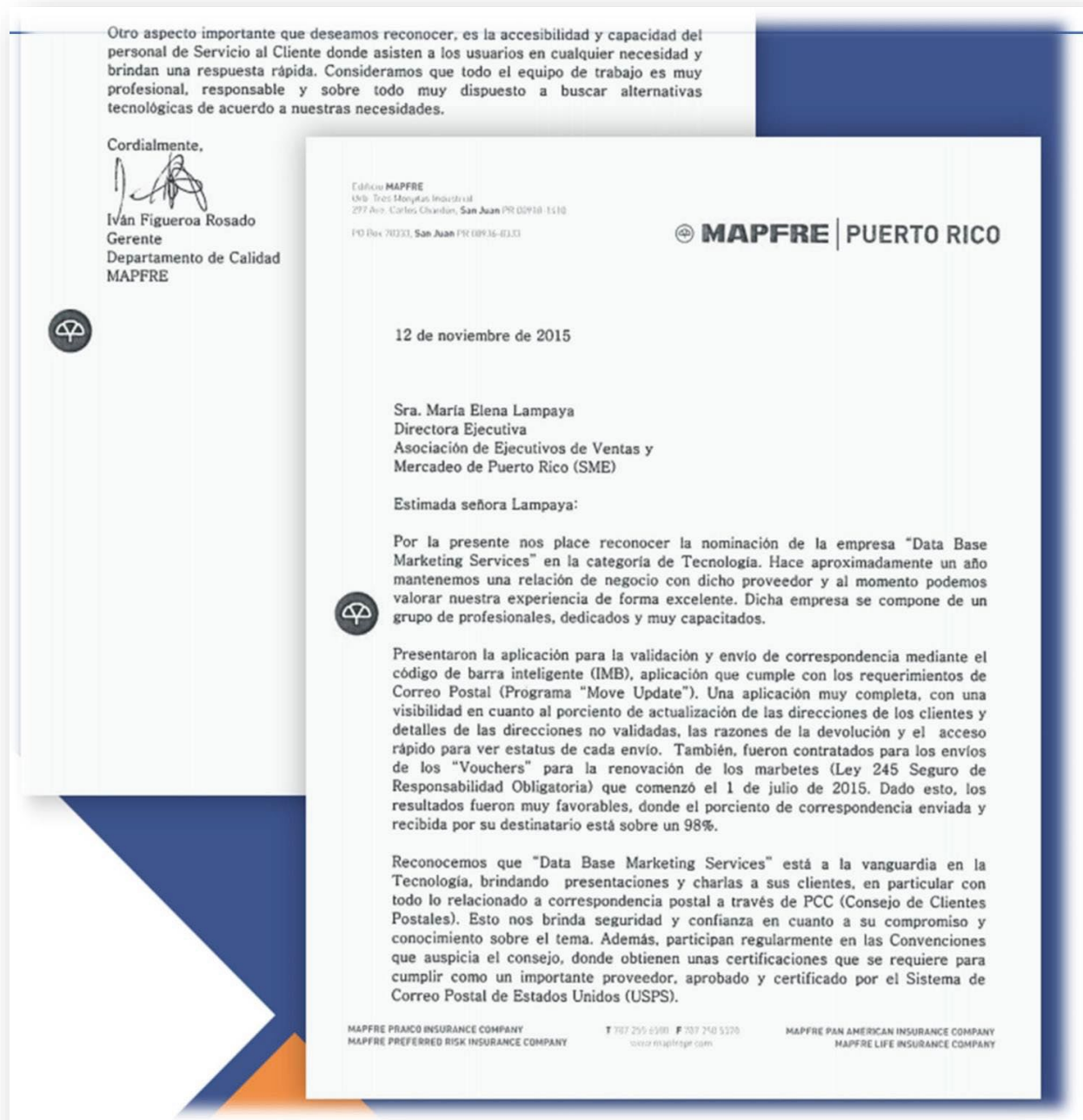


APPENDIX 2: REFERENCES

REFERENCE #1: AUTORIDAD DE ACUEDUCTOS & ALCANTARILLADOS



REFERENCE #2: MAPFRE



REFERENCE #3: SALES & MARKETING EXECUTIVES (SME)

In 2016 the Sales & Marketing Executives (SME) awarded DMS with the Top Management Award in the category of Technology. The award recognized the commitment, innovation and creativity utilized by DMS Management, to provide clients with the tools to measure and obtain in real time accurate information regarding their postal strategies.



REFERENCE #4: UNITED STATES POSTAL SERVICE (USPS)

In 2015, the United States Postal Service acknowledged DMS for its contribution and implementation of IMB (Intelligent Mail Bar Code) and address quality innovation in the Caribbean District





November 13, 2015

To SME, Asociación de Ejecutivos de Ventas y Mercadeo de Puerto Rico:

Database Management Company, through the leadership of Kenneth Sewell and Jose Arnaldo Alvarado, has provided quality services to ALSAC/St. Jude Children's Research Hospital in our direct marketing initiatives and outreach efforts in Puerto Rico. Since 2010, DMC has been a valued partner for our efforts in raising funds to benefit the life-saving work in the area of pediatric cancer and other life-threatening illnesses at St. Jude. Additionally, DMC has provided these services at no charge to ALSAC.

With the establishment of a fundraising regional office in Puerto Rico, our organization's back-end infrastructure was the key to successfully growing our development and public relations events. Through DMC's expertise in the area of address verification for Puerto Rico residents, ALSAC was able to conduct our signature event, the Promesa y Esperanza radiothon with our long term radio partner, and acquire and verify the donor addresses to ensure the funds were secured in our enterprise database. DMC also has positively impacted and reduced the percentage of undeliverable addresses in our file with their attention to high quality standards and performance.

The results of these efforts have multiplied exponentially for St. Jude. As an example, in the last five years the Puerto Rico radiothon continues to raise funds in cash and pledges with a high fulfillment response for our Hispanic donor acquisition. We continue to track life time value of these donors, with early indicators of incredible loyalty. This is a direct result of the partnership with Database Management Company.

Thank you for your time and consideration of the candidate's nomination. ALSAC/St. Jude Children's Research Hospital appreciates DMC's continued support and goodwill efforts in support of our mission that 'no child should die in the dawn of life'.

Sincerely,

Cecilia Villa, Executive Director
ALSAC St. Jude Children's Research Hospital

APPENDIX 3: KEY STAFF RESUMES

APPENDIX 3.1: JOSE ALVARADO, GENERAL MANAGER

José A. Alvarado-Vázquez

Urb. River Plantation, 41 Hoconuco, Canóvanas,
PR, 00729

Mobile: (787) 461-8920 / (787) 641-0941 / E-Mail: jalvarado@databasepr.com

GENERAL MANAGER

BUSINESS STRATEGY AND DIRECTION ♦♦ NEW BUSINESS PIPELINES ♦♦ RETENTION & LOYALTY
PROGRAMS ♦♦ EXECUTIVE LEVEL ENGAGEMENT CUSTOMER RELATIONS ♦♦ CONTRACT NEGOTIATIONS ♦♦
CONSULTATIVE SELLING ♦♦ STRATEGIC ALLIANCES

Well-rounded and high achiever, penetrating and developing existing and new accounts in Large to Mid-size companies; underscores expertise in engaging decision makers and devising winning sales strategies and solutions.

Top Sales Award ~ SME Association

QUALIFICATIONS IN ACTIONS:

- ❑ Diverse background spanning technical, operational management and service delivery; acknowledged for well-defined understanding of the business technology interface and capacity to identify and align emerging technology needs with services.
- ❑ Strong business and financial acumen to achieve solid negotiations and develop profitable projects.
- ❑ Enriched communications underpinning business-focused value propositions that leverage competitive advantage via top quality service. Fully bilingual (English and Spanish)
- ❑ Skilled in analyzing markets and competitors, develop strategies, uncover opportunities, uniting diverse agendas to a common goal, and harnessing strategic drivers to deliver results.

SUCCESS BY THE NUMBERS:

- ☑ Gained distinction as a superior business development performer, achieving sales budget by:
 - 2022 ⇨ 132%
 - 2021 ⇨ 127%
 - 2020 ⇨ 145%
 - 2019 ⇨ 105%
 - 2018 ⇨ 140%
- ☑ Improved retention from 85% to 98%.
- ☑ Increased client portfolio by 30%.
- ☑ Developed 5 new key accounts representing 25% of total revenue.

PROFESSIONAL EXPERIENCE

Database Marketing Services (DMS) Guaynabo, PR

GENERAL MANAGER (2021) - Present

- ❑ Develop and implement, effective enterprise-wide strategy that maximizes the value delivered by **DMS** products and services with medium and large organizations.
 - ❑ Proficient in account planning and understanding business strategy & development.
 - ❑ Directed market strategy and business planning in order to move clients in a fast-paced and strict quota environment.
 - ❑ Responsible for both direct client contract value retention as well as growth through contract expansion and the introduction of new products and services.
 - ❑ Mine Existing and Prospecting clients for referral business, establish and maintain good customer relations, with both internal and external customers.
 - ❑
- ➡ Acknowledged for establishing long-term relationships leading to 30% retention and exceeding sales quota: SME Sales & Marketing Award, in new technology.

Database Marketing Services (DMS) Guaynabo, PR

VP SALES & MARKETING (2006) - 2021)

- ❑ Assumed role to develop the department, created structure and formalized processes including retention programs to ensure client loyalty, attract new clients, and increase visibility in current projects through reporting, increased account knowledge and new business opportunities.
- ❑ Developed accounts and managed DMS portfolio for direct and channel sales modules for advanced software solutions, Mailing & Fulfillment with projects valued up to \$700k. Targeted a broad market, with sophisticated In-house and USPS Tools. For the Top Locally Owned Companies and government in the Caribbean and United States.
- ❑ Served as liaison between client and project managers ensuring compliance with high service standards and long-term goals and achievements

PROFESSIONAL EXPERIENCE (CONTINUED)

and project specifications during and post-implementation. Interfaced with C-Level executives, negotiated high dollar contracts, and coordinated implementation, training and customer support.

- Successfully established new business relationships across all vertical markets, which resulted in 17% increased customer service satisfaction rate, 20% enhanced market share and surpassed assigned quota for four consecutive years by up to 50%.
- Distinguished for improving customer relations boosting business sales in existing clients by 40%.
- Managed key accounts: FirstBank PR, Banco Popular, Triple S Vida, MCS, Sistemas de Retiro y la Judicatura, Rama Judicial de PR, Departamento de Hacienda, Liberty Cable, Mapfre Insurance among others.

Pitney Bowes, Inc, San Juan, PR

BUSINESS DEVELOPMENT (2002 – 2006)

- ❑ Instituted the sales department for a new business line covering software and technology solutions consulting; established processes and materials. Developed 10 accounts in the government and private sectors through prospecting and using different resources, participating in tradeshow and conventions.
- ❑ Executed promotional activities: print, electronic media, tradeshow, direct mail, point of purchase displays and signage. Researched and analyzed competition pricing to create pricing strategies and promotional programs.
 - Strengthened corporate image through promotional campaigns and trade events.
 - Achieved \$1.2MM quota during the 1st year overcoming limited resources and strong competition.

EDUCATIONAL BACKGROUND

University of PR, Carolina Campus — **BA in Finance with a minor in Marketing**

Hundreds of hours devoted to ongoing professional development via workshops and seminars including:

Key Training: Sales Techniques | Customer Relations | Outsource Services & Return on Investment

DMA Direct Marketing Association, USPS Executive Certifications, Mail Piece Design, USPS Security & Operations

Health Industry Certifications – Mental Health Certification
Primeros Auxilios en Salud Mental EE.UU.

TECHNOLOGY SNAPSHOT

Strong Computer Proficiency, Microsoft Office PRO

APPENDIX 3.2: JUAN RAMON FALCON, PROGRAMMING ENGINEER

JUAN RAMON FALCON

(787) 641-0941

jfalcon@databasepr.com

Highly experienced software engineer with over 35 years in the field. Proven ability to lead projects, develop innovative solutions, and deliver quality results on time and within budget. Adept at working in various programming languages, operating systems, and software development methodologies.

EXPERIENCE

MAY 1997 – PRESENT

IT MANAGER, DATABASE MARKETING SERVICES

Manage and monitor all computing platforms and jobs. Manage firewall security and active directory for all users. Integrate various process and streamline jobs.

FEB 1994 – MAY 1997

SENIOR TECHNICAL SPECIALIST, CHASE MANHATTAN BANK, PR

Implemented centralized Windows standards for all users, development of multiple software projects.

JUNE 1983 – FEB 1994

PROGRAMMER ANALYST, FEDERAL RESERVE BANK OF NY

Worked in the Systems Development department and supported various departments.

EDUCATION

MAY 1987

BACHELOR OF ENGINEERING, STEVENS INSTITUTE OF TECHNOLOGY

Concentration in electrical engineering and computer science.

MAY 1990

MASTER OF SCIENCE, STEVENS INSTITUTE OF TECHNOLOGY

Concentration in management information systems.

SKILLS

- Windows, Unix, Linux
- Proficient in C, C++, C#, Java, t-SQL
- SQL Server, Oracle, DB2 databases
- Management of Fortinet firewall and tools
- Obtained AMS CASS certification for DMS

ACHIEVEMENTS

In the case of a government client, developed a streamlined job to consolidate monthly statements into quarterly statements. The job automatically validated addresses, collated the sequence of monthly statements per client, connected to the USPS for NCOA updates, inserted intelligent mail barcodes into all pieces and prepared all postal documentation of a full service job and uploaded job information to the USPS PostalOne! portal. The result of the monthly to quarterly consolidation for this client brought savings in the excess of \$240K (yearly) to the government agency. The inclusion of full-service processing brought additional savings of \$2k (yearly). Finally, the processing time was reduced from 3 weeks to 1 day while improving the speed to deliver the statements to the clients, maximized the deliverability rate and provided full visibility of the process to the client via a web based dashboard.

Developed improvements to the USPS CASS routine to handle PR addresses with greater precision and speed. Integrated inhouse knowledge from our data entry staff into the automatic process to generate on average a 10% improvement on data validation. This allow DMS to handle ever greater number of addresses automatically while minimizing manual work.

Implemented security improvements to our network harden out firewall security and provide automatic encryption of all data while in transit and at rest. Developed a Security Information and Event Monitoring (SIEM) system that integrates logs from independent systems and provide a single view of the network status via a security dashboard. The system has the capability to discern from informational messages versus critical events and uses a color-coding scheme to distinguish them. It also allows the configuration of alerts to notify the responsible parties.

In the case of a private client, we developed software to load large data files of various formats and create tables/views to query automatically and securely. This process used to take 3 days and was cut to 15 minutes. The software developed automatically generates the code to map and do a bulk load of the data files which usually contain over 1M records.

Developed a Data Retention System (DRS) that automatically checks ten (10) different rules that our retention policy requires. This system ensures that proper documentation is kept for all clients, and alerts when data is found that does not follow the retention policy of each client. All the results are visible through a dashboard.

APPENDIX 3.3: ARLEEN HERNANDEZ, DATABASE MANAGER



ARLEEN M HERNANDEZ
DATABASE MANAGER AT DATABASE MARKETING SERVICES

SUMMARY

Experienced Database Manager with proven experience in the database & marketing industry. Experienced in database & project management. Strong information technology professional with a Business Administration - Finances bachelor's degree from University of Puerto Rico-Bayamon.

EXPERIENCE

DATABASE MANAGER • DATABASE MARKETING SERVICES, GUAYNABO PUERTO RICO • JANUARY 2008 – PRESENT

Data Management – Assume ownership of database related issues, pursues problem resolution and root cause analysis. Manage databases of over 6 million records. Maintained database performance by enforcing standards and controls and keep over 99% quality level. Effectively define and follow change management guidelines for all the changes made to the production and pre-production databases. Secure databases by developing appropriate policies, procedures, and controls. Design reports, scripting queries and created automated information processes for data & address specialists use.

Supervision – Manage daily agenda of new and existing projects. Supervise in-house staff, progress of projects, recruit, and train new personnel. Assist human resources to develop ongoing site strategies and write instructional documents for staff. Provide guidance, direction, and managerial leadership to data & address specialists.

Database Marketing – Oversee the fulfillment of marketing campaigns. Designed, implemented, and conducted analysis on database marketing for financial institutions including Banks and Credit Unions in Puerto Rico. Coordinated all notifications for consolidations and/or migrations for Oriental Bank, to be mailed with the bank's compliance period with the FDIC. Developed collection letters to hospitals and/or medical institutions, such as Hospital Menonita, San Jorge Children Hospital, Hospital UPR, among others.

Information Security – Provide comprehensive on-going leadership and support for information security-related projects including sole leadership and strategic direction for information risk management. Develop and communicate security policies and standards. Implemented guidelines and monitored its compliance on a sporadic basis. Develop security awareness and privacy trainings, train users and promote security awareness to ensure system security and to improve network efficiency. Actively participate in regulatory and internal audit interaction and inform management of strategy to follow.

Project Management – Handle multiple projects simultaneously and engage in problem solving on projects. Supervise, assign duties, and coordinate work schedules of data & address specialists' staff, and assist them in resolving issues. Develop new information communication procedures. Create, implement, and monitor detailed projects to ensure standards and deadlines are met. Manage creation, design, development and execution of customer communications, collateral field newsletters, presentations, and training materials. Oversee design vendors, and production of full-color printing, digital printing, mailing and fulfillment.

Accounting – Prepare estimates, issue invoices, and assist clients with invoicing questions. Process client bills using their proprietary invoice and payment software. Improved AR performance by reminding clients of upcoming payment deadlines and

recording essential data in the billing database. Managed late bill collection and question claims.

DATABASE MANAGER • ACCUMAIL OF PR • 2003 – 2007

Supervision – Managed daily agenda of new and existing projects. Supervised in-house staff, progress of projects, recruited, and trained new personnel for postal address management and data entry staff.

Data management – Responsible for data hygiene, postal address validation, merge & purge, and presort databases with postal specifications. Calculated sensitive amounts, ratios, and percentages by scripting queries. Prepared mail merge documents with variable data and variable images, and generated documents ready-to-print.

Project Management – Maintain accurate information on projects and liaise with customers regarding their projects. Supervised, assigned duties, and coordinated work schedules of postal address management staff. Identified resource requirements and managed budgets for resource allocation.

DATABASE MANAGER • DATABASE MARKETING SERVICES 2000 – 2003

Data Management – Responsible for data hygiene, postal address validation with automatic and manual process. Merge & purge databases, and/or remove duplicates. Calculated sensitive amounts, ratios, and percentages by scripting queries. Presort Postal Address databases following postal specifications. Prepared mail merge documents with variable data and generated documents. Collaborated with customers in the selection of appropriate profiles to offer personal loans, mortgage loans and credit cards to prospects from BPPR, Santander and Citibank.

QUALITY CONTROL SPECIALIST • DATABASE MARKETING SERVICES 1996 – 2000

Quality Control – Verified postal address validation from staff. Collaborated with data management and manual address validation process. Helped reduce error rate to less than 1%. Help the standardization rate increase to 98% on AAA (Water & Sewage Company) mailing addresses.

ADDRESS SPECIALIST • DATABASE MARKETING SERVICES 1996 – 1997

Verified and correct postal addresses manually, according to USPS regulations. Error rate less than 1%.

EDUCATION

1996 • UNIVERSITY OF PUERTO RICO, BAYAMON

Bachelor's Degree in Business Administration, with concentration in Finances

CERTIFICATIONS

2022 • NEW CONCEPTS FOR EDUCATION • BAYAMON

Health Insurance Portability and Accountability Act (HIPAA) Certification
Renewed annually.

2022 • NEW CONCEPTS FOR EDUCATION • BAYAMON

Fraud, Waste & Abuse (FWA) Certification
Renewed annually.

2022 • NEW CONCEPTS FOR EDUCATION • BAYAMON

Occupational Safety and Health Administration (OSHA) Certification
Renewed annually.

2022 • NEW CONCEPTS FOR EDUCATION • BAYAMON

Medicare Access and CHIP Reauthorization Act (MACRA) Certification
Renewed annually.

2022 • MENTAL HEALTH FIRST AID FROM NATIONAL COUNCIL FOR MENTAL WELLBEING • GUAYNABO

Certificate of Completion, Mental Health First Aid for Adults

2021 • UNIVERSITY OF LONDON

Certificate of Completion, Information Security: Context and Introduction

2021 • COURSERA

Certificate of Completion, Use Mailchimp to Build an E-mail Marketing Campaign

2020 • UNITED STATES POSTAL SERVICE

Certificate of Completion, Mail Design Professional

2015 • UNITED STATES POSTAL SERVICE • OKLAHOMA

Certificate of Completion, Executive Mail Center Manager's Program

2010 • DIRECT MARKETING ASSOCIATION (DMA) • NEW YORK

CRM & Database Marketing Certification

2008 • DIRECT MARKETING ASSOCIATION (DMA) • NEW ORLEANS

Certificate of Completion, Direct Marketing Institute

INTERESTS

ISACA PROFESSIONAL ASSOCIATION

Member since 2017

Assisted monthly meetings and participated in webinars to earn CPE.

POSTAL CUSTOMER COUNCIL

Member since 2010

Assisted and participated to 2022 National Postal Forum (NPF) in Arizona.

APPENDIX 3.4: SILKA MONTALVO, PRINTING MANAGER

OBJECTIVES

A professional with Printing, Mailing & Fulfillment background and solid Customer Service experience, seeks a position to contribute skills and achieve company's objectives.

CORE CAPABILITIES & SKILLS

Information Systems	Process Improvement skills	Work under stress with quality results
Process & Data Analysis	Professional work ethics standards	Prime Customer Service
Computer/software proficiency: MS	Attention to details	Good Communication skills
Office: Excel, Power Point, Access,	Flexible in a fast-changing setting	Handle multiple assignments
Word, Outlook; Mail Shop; AX;	Initiative, Proactive & Committed	Organizational skills
Business Manager; Fiery Command	Professional work ethics	Audits & Reports
Workstation; Acrobat Reader	Team player	Multi-tasking capability
		Meet tight deadlines

EDUCATION

BA in Computer Science & Information Systems;
1997 University of Puerto Rico, San Juan, PR

PROFESSIONAL EXPERIENCE

DATABASE MARKETING SERVICES, Guaynabo, PR **Printing & Fulfillment Manager**

2010 – Present

- Direct Manager, determined priorities of workflow processes; organized documentation and developed project production schedule; prepared quotes for the sales team.
- Performed database analysis in order to validate the data and ensure compliance with the required standards.
- Coordinated printing team for projects and mailing process; analyzed daily production reports and data analysis reports sent to customers. Performed routine data entry activities.
- Multi-tasked handling sales team requests and customers inquiries throughout the implementation of the projects.
- Followed-up on all the mailing process of the project, such as printing, mailing and sorting, to ensure timely deliveries and validated the samples.
- Investigated projects issues and found solutions; developed and implemented standard processes and efficiently used time management skills.
- Monitored all the projects status in the system and scheduled completion dates to avoid late deliveries.
- Performed data conversions into several formats (.xls, .cvs, .txt, pdf, jpeg).
- Created documents for the sales team approval, with data including quantity, prices and rates of the completed project, as per daily reports. Included supporting documentation and forwarded to Finance for billing process.
- Work and provide support with the machines in the areas of printing, mail, metering, sorting.
- Direct Supervisor on special assignments to assure the quality process and ensure the deliveries as schedule.
- Support the warehouse, to maintain a healthy inventory for the projects.
- Daily reports to upper management in order to provide status & visibility

ACCUMAIL PR, San Juan, PR
Address Correction & Fulfillment Specialist

1996 – 2010

- Supported Supervisor; determined priorities of work flow processes; organized documentation and developed project production schedule.
- Part of the Address Correction and manual fulfillment team, validating addresses data and ensure compliance with the required standards.
- Support to printing projects and mailing process; worked on daily production. Performed routine data entry activities.
- Created documents for the sales team approval, with data including quantity, prices and rates of the completed project, as per daily reports. Included supporting documentation and forwarded to Finance for billing process.

INDUSTRY CERTIFICATIONS

- Executive Mail center Manager Program-2015
- Mail Piece Design Program-2016
- Microsoft PBI-2013
- HIPPA
- MACRA
- FWA-Fraud Waste & Abuse
- OSHA
- Mental Health First Aid EE. UU Certification

ACHIVEMENTS

As a part of the Database Marketing Services team, I have implemented processes and techniques that go hand in hand with customer management commitments. Optimizing printing files, fulfillment, and ensuring SLA agreements are met as required by customers.

APPENDIX 4: NDA SIGNED BY EMPLOYEES

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, SILKA Y MONTALVO GONZALEZ, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de SILKA Y MONTALVO GONZALEZ en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entiéndase, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

Sixka Y. Montalvo

Nombre

30 / 11 / 2022

DÍA / MES / AÑO

Sixka Y. Montalvo

Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, MISAE AFANADOR VILLA, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de MISAE AFANADOR VILLA en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entendiéndose, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

Misael Afanador Villa

30/11/2022

Nombre

DÍA / MES / AÑO

[Firma]

Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, OMAYRA A GALARCE RAMOS, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de OMAYRA A GALARCE RAMOS en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entiéndase, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

Omayra A. Salazar Ramos

30 noviembre / 2022.

Nombre

DÍA / MES / AÑO

Omayra A. Salazar Ramos

Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, HECTOR M GONZALEZ RIVERA, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de HECTOR M GONZALEZ RIVERA en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

- 7+9
1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
 2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
 3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entiéndase, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

Hector M Gonzalez Rivera
Nombre

30 Nov 2022
DIA / MES / AÑO

Hector M Gonzalez Rivera
Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, VICTOR R ILDEFONSO ACOSTA, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de VICTOR R ILDEFONSO ACOSTA en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

- VRIA*
1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
 2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
 3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entendiéndose, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

Victor R. Aponte Costa
Nombre

30 Nov 2022
DIA / MES / AÑO

Victor R. Aponte Costa
Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, JOSE A ALVARADO VAZQUEZ, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de JOSE A ALVARADO VAZQUEZ en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entiéndase, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

José Álvarez
Nombre

30-11-2022
DÍA / MES / AÑO

[Firma]
Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, ARLEEN M HERNANDEZ HERNANDEZ, prestará servicios de como EMPLEADO, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "EMPLEADO"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de ARLEEN M HERNANDEZ HERNANDEZ en calidad de empleado.

POR CUANTO, DMS necesita contratar a dicho empleado según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del EMPLEADO para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del EMPLEADO para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el EMPLEADO acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del EMPLEADO para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*)", operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
2. El EMPLEADO reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
3. El EMPLEADO acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El EMPLEADO de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El EMPLEADO reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entendiéndose, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El EMPLEADO reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El EMPLEADO reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El EMPLEADO reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El EMPLEADO expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en SAN JUAN, PUERTO RICO, hoy 30 DE NOVIEMBRE DE 2022.

EMPLEADO:

FECHA:

Arteen M. Hernández Hernández

30/Noviembre/2022

Nombre

DÍA / MES / AÑO

[Firma]

Firma

ACUERDO DE NO DIVULGACIÓN DE PROPIEDAD INTELECTUAL

DE UNA SOLA PARTE, JUAN R FALCON LICEAGA, prestará servicios de como CONTRATISTA, según requerido por DMS MANAGEMENT, CORP., (en adelante, será denominado, "CONTRATISTA"):

EXPONEN:

POR CUANTO, DMS MANAGEMENT, CORP., ("DMS") interesa contratar los servicios de JUAN R FALCON LICEAGA en calidad de CONTRATISTA.


POR CUANTO, DMS necesita contratar a dicho CONTRATISTA según se especifica en su descripción de empleo para cumplir con los deberes y obligaciones de sus clientes.

POR CUANTO, DMS necesita de la pericia del CONTRATISTA para realizar las obras que DMS necesite.

POR CUANTO, DMS, con el fin de proveerle el mejor servicio, seguridad y calidad a sus clientes, contrata los servicios del CONTRATISTA para que realice los servicios por los cuales fue contratado.

POR TANTO, toda vez que DMS se ve en la necesidad de compartir y divulgar información confidencial, sensitiva y de propiedad intelectual donde su divulgación no autorizada conllevaría a daños irreparables al bienestar de su empresa, el CONTRATISTA acuerda libre, inteligente y voluntariamente lo siguiente para proteger la información confidencial divulgada:

ACUERDO DE NO DIVULGACIÓN:

- 
1. Para propósitos de este acuerdo "Información Confidencial" tendrá un significado amplio y abarcador. Es decir, significará toda información privada divulgada directa y/o indirectamente por DMS a favor del CONTRATISTA para que este pueda ejecutar los servicios por los cuales fue contratado. Esto incluirá, y no se limitará, de igual forma a información relacionada a: productos o desarrollo de productos, lista de clientes o clientes prospectivos, comunicaciones internas, eventos, reuniones, materiales legales, desarrollo de programación "software" y diseño o, cualquier investigación de "R and D (*Research and development*), operaciones, mercadeo, transacciones, asuntos regulatorios, invenciones, métodos, procesamientos, artículos, materiales, diseños, dibujos, data, estrategias, planificación, ideas "know-how", sean estas tangibles o intangibles, incluyendo todas las copias, análisis y todos sus derivados, si algunos.
 2. El CONTRATISTA reconoce que DMS le va a divulgar valiosa información confidencial, propiedad intelectual exclusivamente de DMS como, entre otros, métodos de operación, lista de clientes, información técnica y cualquier otra información que es propiedad de DMS según descrita en el acápite anterior para poder así, ejecutar de una manera eficiente y efectiva los servicios por los que fue contratado(a).
 3. El CONTRATISTA acepta que (i) no divulgará ninguna información confidencial o información derivada de esta a terceros, (ii) mantendrá la información confidencial recibida confidencial en todo momento con el mismo deber de cuidado que protegería su propia información confidencial, pero en ningún momento dicho deber de cuidado será menos que el deber de cuidado de un buen padre de familia y (iii) a no utilizar la información confidencial para ningún propósito que no sea para adelantar los intereses legítimos de negocio de DMS.

4. **Confidencialidad** – El CONTRATISTA de ninguna manera publicará, divulgará, apropiará o comunicará, directa o indirectamente cualquier información, concepto y/o idea según descrito en el acápite dos (2) que haya adquirido o pueda adquirir al prestar los servicios profesionales a DMS. Toda información es estrictamente confidencial y deberá permanecer como tal.
5. **Cesión de Derechos de Propiedad Intelectual** – El CONTRATISTA reconoce y acepta que se transfiere la titularidad de cualquier derecho de propiedad intelectual a DMS, entiéndase, todos los clientes aportados, conceptos nuevos desarrollados, notas tomadas, son absolutamente propiedad de DMS al finalizar los servicios profesionales.
6. El CONTRATISTA reconoce y acepta, que DMS pertenece única y exclusivamente a sus respectivos dueños; que todos los documentos y materiales tangibles, copias y duplicados, son propiedad de DMS y fueron confiados mientras se prestaron los servicios.
7. El CONTRATISTA reconoce y acepta que en cualquier momento que se termine la relación profesional con DMS, inmediatamente entregará toda la data, manuales, especificaciones, listas, notas, escritos, lista de productos y clientes, fotografías, CD's, y cualquier otro documento o material tangible cualquiera, incluyendo toda copia o duplicado provistos por DMS durante el término de los servicios profesionales, a causa de esa relación profesional.
8. El CONTRATISTA reconoce y acepta que, de violar alguna provisión de este Acuerdo, DMS tendrá el derecho a un interdicto provisional, además de, cualquier otro derecho existente por ley sin la necesidad de presentar una fianza a esos efectos. Además, tendrá derecho a exigir el reembolso de las costas, gastos y honorarios de abogados incurridos para proteger la información y propiedad intelectual de DMS.
9. El CONTRATISTA expresa su conformidad libre, inteligente y voluntariamente a todas las cláusulas, términos y condiciones expresadas en este Acuerdo, aceptándolo en todas sus partes y para que así conste, reconocen y suscriben el mismo, en el lugar y fecha indicada posteriormente.
10. Este Contrato y todos sus términos serán interpretados conforme a las leyes y reglamentos del Estado Libre Asociado de Puerto Rico.
11. Toda controversia o reclamación que surja o se relacione con este Contrato será dilucidada exclusivamente en el Tribunal de San Juan, Puerto Rico.
12. Las Partes acuerdan que las Cláusulas y Condiciones de este Contrato son independientes y separadas entre sí y que la nulidad de una o más de las mismas no afectará la validez de las demás Cláusulas y Condiciones aquí establecidas, las cuales se obligan a cumplir.

Dado en **SAN JUAN, PUERTO RICO**, hoy **30 DE NOVIEMBRE DE 2022**.

CONTRATISTA:

FECHA:

Juan R. Falco Liceaga
Nombre

30/11/2022
DÍA / MES / AÑO

Juan R. Falco
Firma

APPENDIX 5: EXAMPLE OF INTERNAL USER SCREEN FOR OUR STAFF

SQLStreets v57

User ID: AHH

Password: *****

Database: FB WK W2 DEPOSIT 04-10-23 MANUAL

Rec No: 5

Quit Login

Refresh

Log off

Data Expiration: 130 8/28/2023

DLL Expiration: 102 7/31/2023

AMS: \\dbm-svr-fs\ams256

APPENDIX 5.2: INTERNAL USER SCREEN

SQL Streets

URB: 11 3341

CALLE: 1 RES LOS ROBLES

AGUADA 00602

URB:

CALLE:

▶	URB LOS FLAMBOYANES	1 URB LOS FLAMBOYANES	00602-3103	▲
	EXT LOS ROBLES	1 CALLE FLAMBOYANES	00602-3133	
	EXT LOS ROBLES	1 CALLE CEIBA	00602-3100	
		1 URB LOS CIPRESES	00602-3274	
		1 REPTO LOS MAESTROS	00602-3019	
		1 CALLE LOS ROTARIOS	00602-3106	
		1 RES AGUADA GDNS	00602-3134	
		1 CALLE BOSQUE	00602-8695	▼

F1 1 F2 RES F3 ROBLES
 F4 F5 F6 SEARCH

U F7 Zip4 F8 Copy INV F9 Clear F10 ZIP F11 Copy P F12

User: VI
 Count: 0

APPENDIX 6: PRODUCTION WORKFLOW



Production Workflow

FOR: GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HEALTH
MEDICAID PROGRAM (PRMP)



Printing & Mailing Services

Phase 1: File Transmission & Validation

File transmission

PRMP transmits files to DMS SFTP. Files includes:

- PDF Documents File which includes letters to be mailed.
- Control file that specifies: Filename of the PDF document, Number of letters, Class of Mail (First Class, Standard Mail, etc.), endorsement (Physical Returned Mail, Electronic Returned Mail, etc.). Other information, as per PRMP request.

Data Review

DMS will verify that the number of documents is correct.

- If the number of records is not correct, DMS stops process and send an email notification immediately to PRMP and wait for further instructions.

Address Processing

- DMS will process postal addresses from PDF documents and create a database.

Phase 2: Postal Address Validation

Automatic Process

- DMS will validate addresses from PDF document. First run will be a CASS (Coding Accuracy Support System) automatic Process.

Manual Process

- DMS will manually process addresses by our Address Specialists team and identify UAA (Undeliverable as Addressed) addresses.

Quality & Assurance

- DMS Quality & Assurance team will review addresses that were fixed manually.

Phase 2: Postal Address Validation

NCOA (National Change of Address)

- DMS will process all addresses to comply with USPS NCOA database and update addresses with address provided by patient to the USPS. (TBD)

UAA (Undeliverable as addressed)

- DMS will generate separated data file with addresses that are undeliverable as addressed.
- DMS will generate PDF documents with UAA Addresses and share to PRMP

Reports

- DMS will generate custom reports as requested by PRSM

Phase 3: IMB Generation & Postal Presort

IMB (Intelligent Mail Barcode) Creation

- DMS will generate unique numbers to create IMB, using information provided in control file.
- DMS will apply IMB to all validated mailing addresses.

Postal Presort

- DMS will sort mailing addresses into USPS requirements and then into specific pallets and trays for postal discounts.
- Prepare online postage statement and report amount of postage to PRMP.
- DMS will review that USPS Qualification Report is consistent with the sort order of addresses.

Phase 4: PDF Management

PDF Management

- DMS will apply standardized and sorted mailing addresses to PDF documents.
- DMS will apply IMB to all validated mailing addresses.

Testing

- DMS Q&A team will review that address position is correct, and addresses are consistent to original PDF documents.
 - If different, will generate another file for final review.
- DMS will send pdf test file to PRMP for final approval.
- PRMP must verify that addresses are consistent to each document. If not approved, DMS review, fix errors and generate another test file for final review or discussion.

Approval

- IF PRMP approve, DMS begin generation of print files.

Phase 5: Lettershop, Fulfillment & Delivery

Lettershop

- DMS will send final print files (PDF files) for production to printers.
- DMS will review and approve printed test file to check mailing address position and USPS documentation.

Fulfillment

- Fulfillment team will fold and insert letters in provided #10 windowed envelopes. Every letter must be in their corresponding tray and pallet to receive proper USPS postage price.

Delivery

- Fulfillment company will deliver all letters to US Postal Service, General offices, located at: 585 FD Roosevelt, San Juan PR 00918.

Phase 6: Reporting Tool

Reports provided to PRMP

- DMS will provide a single report for every mailing processed for PRMP in DMS premises. The report will include, but not limited to:
 - Name of project & date DMS received PDF files
 - Total records received from PRMP
 - Total pieces mailed to USPS
 - USPS mail tracking: from USPS to mailing address.
 - UAA addresses
 - NCOA addresses
 - NIXIES (Returned mail by reason)
 - Scans search
 - Customer service lookup
 - Any custom report required by PRMP

APPENDIX 7: DISCLOSURE OF LOBBYING ACTIVITIES

April 19th, 2023

VIA E-MAIL:

Government of Puerto Rico
Department of Health
Medicaid Program
World Plaza Building
268 Luis Munoz Viera Avenue, Suite 501
San Juan, Puerto Rico 00918



HOS I LAW

Re: **Request for Proposal (RFP) Negative Certification**
SP-2022-2023-014-MEDICAID
2022-PRMP-EE-Printing-Mailing-001
Appendix 6: Disclosure of Lobbying Activities (Vendor Only)

Greetings,

Please be advised that DMS Management, Corp. doing business as "Database Marketing Services" (hereinafter, "Vendor") has retained the services of the undersigned attorney to act as legal representative for the Vendor herein, in order to perform an evaluation of the vendor's records and contracts with the purpose of identifying if such entity has hired any corporation or person to perform lobbying activities on its behalf to benefit from the RFP of reference.

After evaluating the corporate records of the company and its contracts, I hereby certify that the Vendor has not hired any corporation nor person to perform lobbying activities on its behalf to gain any benefit from the RFP in question. In support of this certification please find enclosed the sworn attestation by the Vendor's general manager.

Without more, I remain.

Cordially,

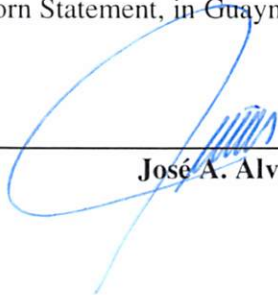
Edgardo J. Hernández-Ohárriz, Esq.
PR BAR No. 18302 | USDC No. 229304
USCA No. 1193435

SWORN STATEMENT
Disclosure of Lobbying Activities

I, José A. Alvarado Vázquez, of legal age, married, acting in capacity as General Manager for DMS Management, Corp. and resident of Canóvanas, Puerto Rico, respectfully state under oath the following:

1. My name and personal circumstances are those provided abovementioned.
2. As General Manager for DMS Management, Corp. doing business as "Database Marketing Services" (hereinafter, "DMS") we intend to duly participate in and comply with the Puerto Rico Medicaid Program Printing and Mailing Services Request for Proposals SP-2022-2023-014-MEDICAID 2022-PRMP-EE-Printing-Mailing-001.
3. I duly certify that I have performed an evaluation of the corporate records concerning our entity and the contracts therein with the purpose of certifying that DMS has not hired any corporation, nor person to perform lobbying activities on its behalf.
4. I also duly certify that that no member or employee of DMS is or has been engaged in this type of activity acting as a lobbyist.

And for this purpose, I signed the present sworn Statement, in Guaynabo, Puerto Rico, today 19th of April 2023.



José A. Alvarado Vázquez

AFFIDAVIT NO.: 2095

I, Edgardo J. Hernández Ohárriz, a Notary Public licensed by Commonwealth of Puerto Rico, do hereby certify that on this 19th day of April, 2023, personally appeared before me **José A. Alvarado Vázquez**, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

In Guaynabo, Puerto Rico, today 19th of April 2023.



NOTARY PUBLIC



Instructions for Completing Part A - Attachment F - Outcomes Traceability Matrix (OTM)

1. The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tabs 3 – 5 using only the values that appear in the drop-down list.
2. Vendor's Disposition values are outlined below:
 - a. "Will Meet": The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each outcome in order for the proposal to be considered responsive to PRMP requirements and be further evaluated.
 - b. "Will Not Meet": The vendor declines to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more outcomes, the proposal will be considered non-responsive and may be disqualified per **Part A -Attachment E: Mandatory Specifications** and **5.4 Failure to Meet Mandatory Specifications**.
3. All outcomes must contain one of the values identified above. Any outcome without a Vendor's Disposition response value will be considered "Will Not Meet."
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each outcome resides, providing the PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment F is included in the vendor's response. Be advised that the Attachment column has been pre-populated with the location that the PRMP anticipates the narrative response to reside, however it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location in its response.

Tabs in this spreadsheet			
1. Worksheet Instructions	Instructions for completion of this RFP supplement.		
2. Worksheet Information	This tab including the information about the contents of this workbook.		
3. Validating Addresses	Contains the detailed outcomes and related information for Validating Addresses outcomes.		
4. Printing and Mailing	Contains the detailed outcomes and related information for Printing and Mailing outcomes.		
5. Operations Management	Contains the detailed outcomes and related information for Managing Operations outcomes.		
6. Code Values	Contains coded values for use in Tabs 3 - 5, and explanations as appropriate.		
Columns on the outcomes response tabs			
Section	Column	Description	Corresponding Code Values
Detailed Outcomes	Outcome Text	Description of the desired outcome.	N/A
	Measure	Unit to be measured to monitor performance against outcomes.	N/A
	Metric	Measure of quantitative assessment.	N/A
	Target Setting	Expected performance level.	N/A
	Performance Standard	Expectations, responsibilities, and thresholds related to vendor performance.	N/A
	Liquidated Damage	Damages assessed for non-compliance with SLAs.	N/A
Vendor Response Area	Vendor's Disposition	The vendor is expected to indicate their compliance with the outcome using one of the supplied values.	Will Meet Will Not Meet
	Attachment	The vendor is expected to provide a reference to the appropriate RFP attachment where more detailed information about the outcomes can be found. The expected RFP attachment is identified for the convenience of the vendor and the PRMP.	Attachment
	Section and Page Number	The vendor is expected to provide a reference to the appropriate RFP section and page number within the specified attachment where more detailed information about the outcome can be found.	N/A

Detailed Outcomes						Vendor Response			
Outcomes	Measure	Metric	Target Setting	Performance Standard	Liquidated Damage	Vendor's Disposition	Attachment	Section	Page #
All beneficiary addresses are validated against USPS standards and known addresses.	Pieces of mail sent by the vendor with addresses that cannot be validated.	Number of mail sent by the vendor with addresses that cannot be validated.	No pieces of mail are sent with addresses that cannot be validated.	The vendor will validate, flag, and return to the PRMP any individual beneficiary printing and mailing file with an address that cannot be validated.	The PRMP shall assess up to \$5 per piece of mail that is sent to beneficiaries with an address that could not be validated.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 1: Approach to Validating Addresses	36
	Weekly Activity Reports sent by the vendor to PRMP.	Number of Weekly Activity Reports sent by the vendor to PRMP per week.	One Weekly Activity Reports sent by the vendor to PRMP per week.	The vendor will provide the PRMP with one Weekly Activity Report per week. See Weekly Activity Report in the Deliverable Dictionary for further details.	The PRMP shall assess up to \$100 per business day for each business day after the due date that a complete Weekly Activity Report is not submitted.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 1: Approach to Validating Addresses	36

Notes
The vendor should review the entire worksheet and then update the cells

Detailed Outcomes						Vendor Response			
Outcomes	Measure	Metric	Target Setting	Performance Standard	Liquidated Damage	Vendor's Disposition	Attachment	Section	Page #
Printing and mailing services are performed timely and in alignment with the PRMP needs.	Key staff turnover.	Number of key staff changes.	Key staff will not change without at least 30 business days notice.	During the entire duration of the contract, key staff commitments made by the vendor as part of its RFP response must not be changed without 30 business days prior written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.	Up to a maximum of \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approval by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.	Will Meet	Part A - Attachment G: Response to Statement of Work	Approach to Managing Operations	36
	Key staff replacement.	Number of days to replace key staff.	Key staff will be replaced within 30 business days of turnover.	The PRMP will replace key staff in a timely fashion. Replacement of key staff will take place within 30 business days of removal unless a longer period is approved by a PRMP-authorized representative.	The PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) business days allowed in which an acceptable replacement for that key staff position is not provided.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 3: Approach to Managing Operations	36
	Monthly Printing and Mailing Operations Status Reports provided to the PRMP.	Number of days to provide the PRMP with a complete Monthly Printing and Mailing Operations Status Reports.	One Monthly Printing and Mailing Operations Status Report per delivery cadence specified in the Deliverables Dictionary.	The vendor must provide PRMP with the Monthly Printing and Mailing Operations Status Report. See Monthly Printing and Mailing Operations Status Report in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$200 per business day for each business day after the due date that a complete Monthly Printing and Mailing Operations Status Report is not submitted.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 3: Approach to Managing Operations / Appendix 7: Production Workflow	Page 36 on Approach to Printing and Mailing / Page 169 on Appendix 7: Production & Workflow
	Operations Management Plan provided to the PRMP.	Number of days to provide the PRMP with a complete Operations Management Plan.	One Operations Management Plan per delivery cadence specified in the Deliverables Dictionary.	The vendor must provide PRMP with an Operations Management Plan. See Operations Management Plan in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$200 per business day for each business day after the due date that a complete Operations Management Plan is not submitted.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 3: Approach to Managing Operations	36
	Turnover and Closeout Management Plan provided to the PRMP.	Number of days to provide the PRMP with a complete Turnover and Closeout Management Plan.	One Turnover and Closeout Management Plan per delivery cadence specified in the Deliverables Dictionary.	The vendor must provide PRMP with a Turnover and Closeout Management Plan. See Turnover and Closeout Management Plan in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$200 per business day for each business day after the due date that a complete Turnover and Closeout Management Plan is not submitted.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 3: Approach to Managing Operations	36
	Kickoff Meeting Materials provided to the PRMP.	Number of days to provide the PRMP with complete Kickoff Meeting Materials.	One set of kickoff meeting materials provided to the PRMP per contract period.	The vendor must provide PRMP with Kickoff Meeting Materials. See Kickoff Meeting Materials in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$200 per business day for each business day after the due date that complete Kickoff Meeting Materials are not submitted.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 3: Approach to Managing Operations	36
Beneficiary information is secure.	Beneficiary information accessed without authorization by a security breach attributed to be the fault of the vendor.	Number of beneficiaries whose information was accessed without authorization by a security breach attributed to a fault of the vendor.	0% of beneficiaries' information is accessed without authorization by a security breach attributed to a fault of the vendor.	The vendor must establish and maintain systems, processes, and security features to protect beneficiary information from unauthorized access according to PRMP policies and procedures.	The PRMP shall assess up to \$100 for each beneficiary whose information is accessed without authorization and is attributable to a fault of the vendor, according to PRMP policies and procedures. PRMP shall assess up to \$5,000 for each business day that a security breach attributed to the vendor goes unreported to PRMP.	Will Meet	Part A - Attachment G: Response to Statement of Work	Section 3: Approach to Managing Operations	36
Notes The vendor should review the entire worksheet and then update the cells shaded GREEN .									

Vendor's should not edit this worksheet.

<i>Vendor Response - Vendor's Disposition</i>	
Vendor's Dispositions	Description
Will Meet	Outcome will be met by the vendor
Will Not Meet	Outcome will not be met by the vendor

<i>Part A - Attachments</i>	
Response Template	Description
Part A - Attachment A	Cost Proposal
Part A - Attachment B	Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Part A - Attachment C	Vendor Qualifications and Experience
Part A - Attachment D	Vendor Organization and Staffing
Part A - Attachment E	Mandatory Specifications
Part A - Attachment F	Outcomes Traceability Matrix (OTM)
Part A - Attachment G	Response to Statement of Work (SOW)
Part A - Attachment H	Terms and Conditions Response



Puerto Rico Medicaid Program

Printing and Mailing Services Request for Proposals

Part B – Managing Returned Mail

SP-2022-2023-014-MEDICAID

2022-PRMP-EE-Printing-Mailing-001

Name	JOSE A. ALVARADO	Phone	787-641-0941 ext. 4433
Address	PO BOX 2995 GUAYNABO PR 00970-2995	Fax	N/A
		Email	jalvarado@databasepr.onmicrosoft.com

Name (Typed or Printed)	JOSE A. ALVARADO
Title	GENERAL MANAGER
Company Name	DMS MANAGEMENT CORP
Physical Address	AMELIA IND PARK 20 CALLE DIANA GUAYNABO PR 00968-8006
State of Incorporation	SAN JUAN, PUERTO RICO

Signature

Date

ACKNOWLEDGMENT OF PROCESSES, TERMS, AND CONDITIONS

By signing below, vendors submitting proposals for SP-2022-2023-014-MEDICAID/2022-PRMPEE-Printing-Mailing-001 RFP Part B certify that they have reviewed SP-2022-2023-014-MEDICAID/2022-PRMP-EE-Printing-Mailing-001 RFP Part A in its entirety and acknowledge that SP-2022-2023-014-MEDICAID/2022-PRMP-EE-Printing-Mailing-001 RFP Part B is subject to the same processes, terms, and conditions.

Vendor Representative's Signature: _____

Date: _____

1. Approach to Managing Returned Mail

Describe the vendor's approach to providing these services and meeting the outcomes as described in Part B – Attachment C: Outcomes Traceability Matrix and Part B – Section 3.1: Services Required of this RFP.

- Database Marketing Services is the only company in PR providing customers with Returned Mail visibility and technical intelligence to manage and control Returned Mail. We provide custom programming and rules that enhance internal processes, avoiding or minimizing manual processing of returned mail at any facility.

The IMB Manager Suite is our proprietary ecosystem and works around the Informed Visibility technology provided by USPS, which enables DMS access to retrieve customer transactional data from their systems. With the creation and integration of the Intelligent Mail Barcode to the output print file, the printing vendor must adhere barcode sensitive data to the mail piece to provide access and visibility to all mail sent out owned by PRMP. USPS will have the capability to scan, process and report back to us transactions by mail submitted pieces. Prior to generating the Intelligent Mail Barcode, DMS will validate and, if necessary, manually correct any customer postal addresses against our certified validation processes and USPS CASS validation process if needed.

We will minimize physical return mail received at the USPS box location. With our Returned Mail management ecosystem, all undeliverable mail data will be available and accessible 24/7 by PRMP and its designated users to manage statistics, reports, or ad-hoc reports. This data is also part of the Informed Visibility technology provided by USPS. Users can have access to reports and custom dashboards time stamped by USPS, such as:

- Total Returned letters per job
- Return Mail reason and codes
- NCOA National Change of Address
- Tracking and status by mail piece
- Deliverability Reports

PRPM will have access to our online dashboard 24/7. Visibility and segregation are provided to clearly identify all mail drops by segment, category, or source. Maintaining secure control of all customer information throughout the IMB Manager Suite ecosystem. This automates accounting, reporting, and billing processes by having all data visible in one location.

Also, we will provide tracing or tracking transactions for each mailed and returned mail piece. Having data on hand for customer service department or services representatives to handle calls, inquiries, or in-person visits with real-time data.

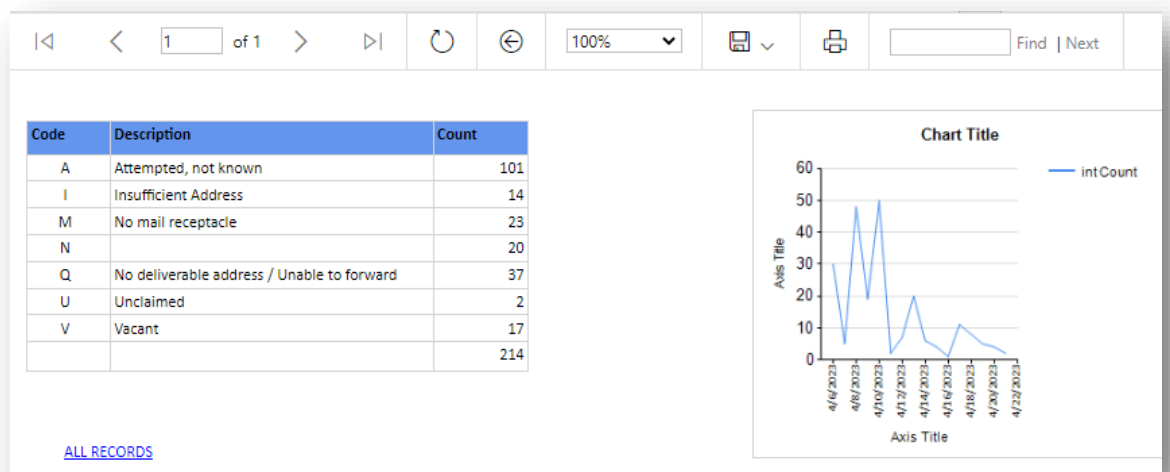
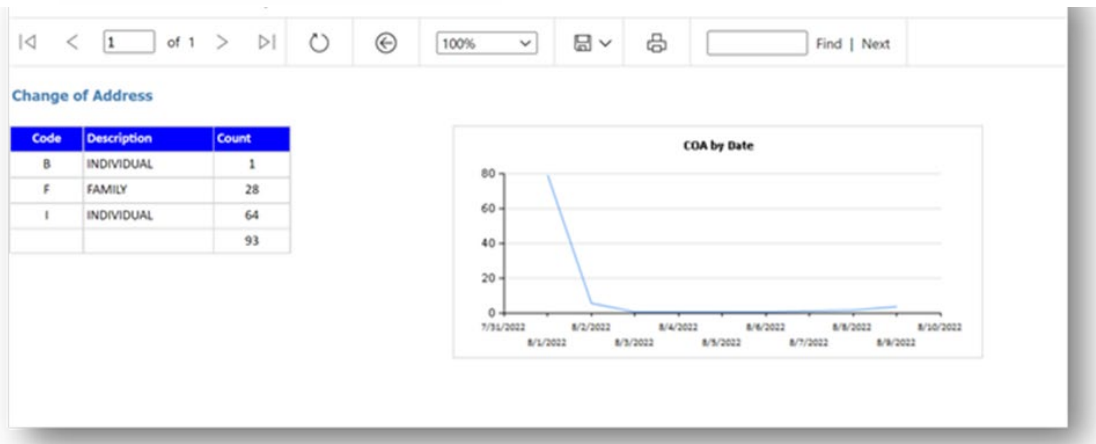
Also, we provide reports such as:

IMB Suite Returned Mail Module

Sign in

Username

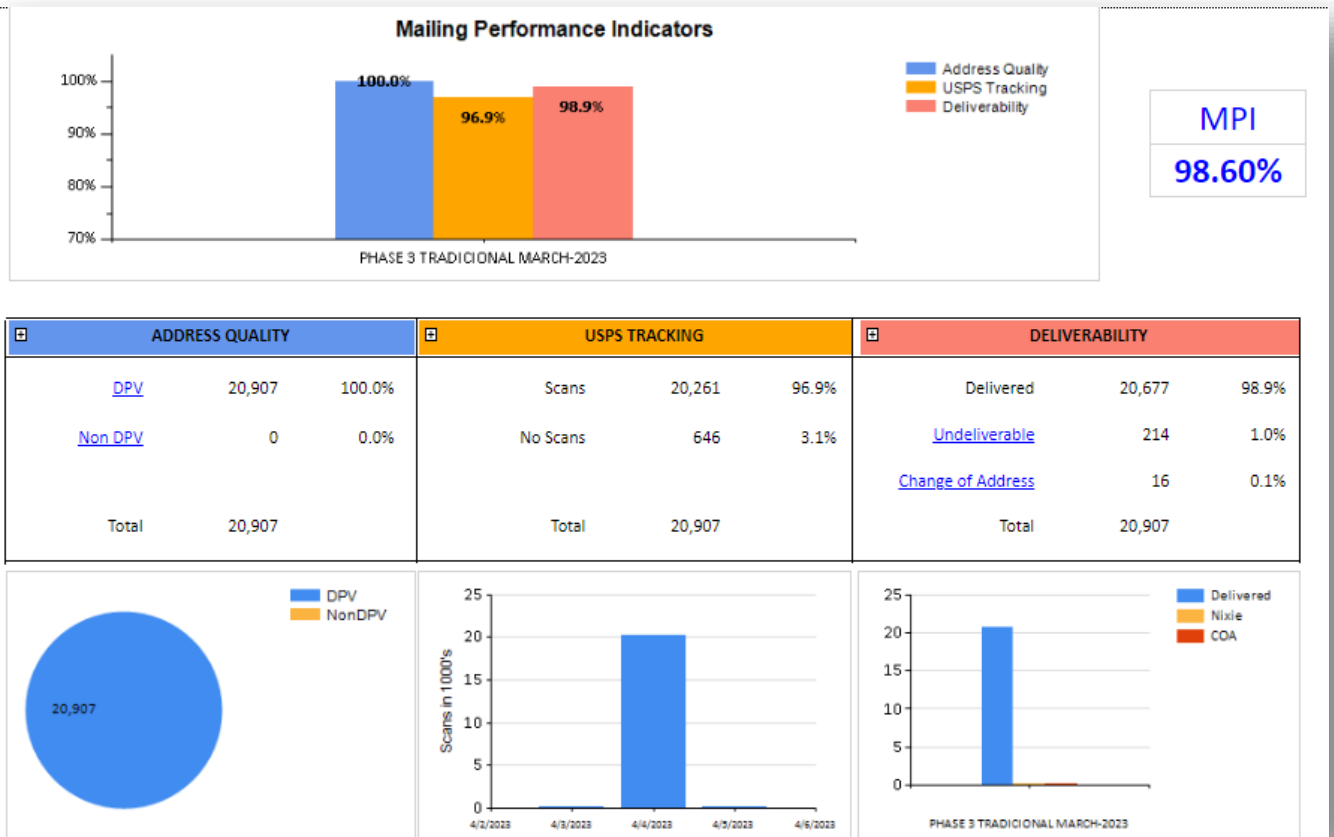
Password



IMB Suite Returned Mail Detail

Nixie Detail								
Name	Unit	Street	City	ST	Zip	Code	Description	Timestamp
#Masked for Security Purposes##		PO BOX 822	VEGA BAJA	PR	00694-0822	I	Insufficient Address	4/21/2023 9:10:53 AM
#Masked for Security Purposes##		129 CALLE MAYAGUEZ	SAN JUAN	PR	00917-5102	N	No such number	4/20/2023 9:10:53 AM
#Masked for Security Purposes##	VILLAS DE MAYAGUEZ	1000 CALLE TENERIFE EDIF APT 103	MAYAGUEZ	PR	00680	I	Insufficient Address	4/21/2023 9:10:53 AM
#Masked for Security Purposes##	BO SALUD	PASAJE COLLADO	MAYAGUEZ	PR	00680	I	Insufficient Address	4/19/2023 9:10:53 AM
#Masked for Security Purposes##		BLQ 22 APT 132	PONCE	PR	00716	N	No such number	4/20/2023 9:10:53 AM
#Masked for Security Purposes##	41 HACIENDAS DE CANOVANAS	CALLE GORRION	CANOVANAS	PR	00729	N	No such number	4/19/2023 9:10:53 AM
#Masked for Security Purposes##	HACIENDAS DE CANOVANAS	238 CALLE AGUILA	CANOVANAS	PR	00729	N	No such number	4/19/2023 9:10:53 AM
#Masked for Security Purposes##	SECC SANTIAGO	CARR 743 BOX 2207	CAVEY	PR	00736	I	Insufficient Address	4/17/2023 9:10:53 AM
#Masked for Security Purposes##		2305 BDA LOPEZ	CAVEY	PR	00736	I	Insufficient Address	4/17/2023 9:10:53 AM
#Masked for Security Purposes##	PARC NUEVAS	421 CALLE CAPITAN	PUNTA SANTIAGO	PR	00741	N	No such number	4/19/2023 9:10:53 AM
#Masked for Security Purposes##	LUQUILLO GARDEN	10 CALLE ROSSI GARCIA	RIO GRANDE	PR	00745	N	No such number	4/21/2023 9:10:53 AM
#Masked for Security Purposes##	EDIF 1 APT 0 6	EDIFICIO TAPTO 6	COAMO	PR	00763	I	Insufficient Address	4/19/2023 9:10:53 AM
#Masked for Security Purposes##	BO BARRANCA	150 CALLE 2	GUAYAMA	PR	00764	N	No such number	4/20/2023 9:10:53 AM
#Masked for Security Purposes##	VILLA NEVAREZ	344 CALLE 24	SAN JUAN	PR	00927	N	No such number	4/19/2023 9:10:53 AM
#Masked for Security Purposes##	VILLA CAROLINA	242 CALLE 619	CAROLINA	PR	00935	I	Insufficient Address	4/18/2023 9:10:53 AM
#Masked for Security Purposes##		181 COND VILLA CAROLINA CT #	CAROLINA	PR	00935	S	No such street	4/18/2023 9:10:53 AM

Mailing Performance Indicators



2. Approach to Managing Operations

Describe the vendor's approach to providing these services and meeting the outcomes as described in Part B – Attachment C: Outcomes Traceability Matrix and Part B – Section Part B – 3.1: Services Required of this RFP.

- As part of DMS staff deployment, we ensure all assigned staff comply with their responsibilities and duties as stated in our employee handbook. All staff will be advised that we have 30 days' notice of any change in our staff crew. Also, we have available staffing to cover the primary assigned staff to replace them within 30 days.

Our reporting tool provides access 24/7 and on demand to all programmed reports. Also, we will create email and SFTP automatic subscriptions to provide reports as requested and detailed on the SLA agreements.

At DMS we provide pickup services to Postal Boxes at general US Postal locations. We can arrange daily or weekly pickups at USPS, and Physical mail will be tallied and reported. Mail within the following requirements should be notified immediately:

- Negotiable instruments such as:
 - Checks
 - Statements and Notifications
 - Renewals and approvals
 - Other correspondence identified by the PRMP.

Other returned pieces will be maintained and safely kept at our headquarters unless otherwise instructed by the PRMP. The PRMP should specify document retention policy.

For decommission of physical returned mail, Data Storage Centers provides containers exclusively for paper decommission & recycling. Every two weeks, DMS delivers returned mail to the destruction facility. The facility shreds the mail and disposes it safely.

In the event of a turnover or closeout, DMS will provide a specific plan with key personnel disposition to complete the process.

DMS and PRMP will set dates for kickoff meeting and status meetings according to the frequency established in the kickoff meeting.

DMS have in place policies such as, Business Continuity Plan and Disaster Recovery Plan that define the resources, actions and tasks required to comply with PRMP expectations, data management, address management, electronic return mail, printing, and fulfillment process.

DMS offers a strong information security system to protect the confidentiality, integrity, and availability of all its clients' data. DMS utilizes FortiClient Endpoint Management Server for the security of the network infrastructure.

Instructions for Completing Part B - Attachment C - Outcomes Traceability Matrix (OTM)

1. The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tabs 3 – 4 using only the values that appear in the drop-down list.
2. Vendor's Disposition values are outlined below:
 - a. "Will Meet": The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each outcome in order for the proposal to be considered responsive to PRMP requirements and be further evaluated.
 - b. "Will Not Meet": The vendor declines to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more outcomes, the proposal will be considered non-responsive and may be disqualified per **Part A - Attachment E: Mandatory Specifications** and **Part A - 5.4 Failure to Meet Mandatory Specifications**.
3. All outcomes must contain one of the values identified above. Any outcome without a Vendor's Disposition response value will be considered "Will Not Meet."
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each outcome resides, providing the PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment F is included in the vendor's response. Be advised that the Attachment column has been pre-populated with the location that the PRMP anticipates the narrative response to reside, however it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location in its response.

Tabs in this spreadsheet			
1. Worksheet Instructions	Instructions for completion of this RFP supplement.		
2. Worksheet Information	This tab including the information about the contents of this workbook.		
3. Managing Returned Mail	Contains the detailed outcomes and related information for Managing Returned Mail outcomes.		
4. Managing Operations	Contains the detailed outcomes and related information for Managing Operations outcomes.		
5. Code Values	Contains coded values for use in Tabs 3 - 4, and explanations as appropriate.		
Columns on the outcomes response tabs			
Section	Column	Description	Corresponding Code Values
Detailed Outcomes	Outcome Text	Description of the desired outcome.	N/A
	Measure	Unit to be measured to monitor performance against outcomes.	N/A
	Metric	Measure of quantitative assessment.	N/A
	Target Setting	Expected performance level.	N/A
	Performance Standard	Expectations, responsibilities, and thresholds related to vendor performance.	N/A
	Liquidated Damage	Damages assessed for non-compliance with SLAs.	N/A
Vendor Response Area	Vendor's Disposition	The vendor is expected to indicate their compliance with the outcome using one of the supplied values.	Will Meet Will Not Meet
	Attachment	The vendor is expected to provide a reference to the appropriate RFP attachment where more detailed information about the outcomes can be found. The expected RFP attachment is identified for the convenience of the vendor and the PRMP.	Attachment
	Section and Page Number	The vendor is expected to provide a reference to the appropriate RFP section and page number within the specified attachment where more detailed information about the outcome can be found.	N/A

Detailed Outcomes						Vendor Response			
Outcomes	Measure	Metric	Target Setting	Performance Standard	Liquidated Damage	Vendor's Disposition	Attachment	Section	Page #
Services are performed timely and in alignment with the PRMP needs.	Key staff turnover.	Number of key staff changes.	Key staff will not change without at least 30 business days notice.	During the entire duration of the contract, key staff commitments made by the vendor as part of its RFP response must not be changed without 30 business days prior written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.	Up to a maximum of \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approval by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5
	Key staff replacement.	Number of days to replace key staff.	Key staff will be replaced within 30 business days of turnover.	The vendor will replace key staff in a timely fashion. Replacement of key staff will take place within 30 business days of removal unless a longer period is approved by a PRMP-authorized representative.	The PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) business days allowed in which an acceptable replacement for that key staff position is not provided.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5
	Weekly Returned Mail Report provided to the PRMP.	Number of days to provide the PRMP with a complete Weekly Returned Mail Report.	One Weekly Returned Mail Report per delivery cadence specified in the Deliverables Dictionary.	The vendor must provide PRMP with the Weekly Returned Mail Report. See Weekly Returned Mail Report in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$100 per business day for each business day after the due date that a complete Weekly Returned Mail Report is not submitted.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5
	Monthly Returned Mail Operations Report provided to the PRMP.	Number of days to provide the PRMP with a complete Monthly Returned Mail Operations Report.	One monthly returned mail Operations Report per delivery cadence specified in the Deliverables Dictionary.	The vendor must provide the PRMP with the Monthly Returned Mail Operations Report. See Monthly Returned Mail Operations Report in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$200 per business day for each business day after the due date that a complete Monthly Returned Mail Operations Report is not submitted.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5
	Turnover and Closeout Management Plan provided to the PRMP.	Number of days to provide the PRMP with a complete Turnover and Closeout Management Plan.	One Turnover and Closeout Management Plan per delivery cadence specified in the Deliverables Dictionary.	The vendor must provide PRMP with a Turnover and Closeout Management Plan. See Turnover and Closeout Management Plan in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$500 per business day for each business day after the due date that a complete Turnover and Closeout Management Plan is not submitted.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5
	Kickoff Meeting Materials provided to the PRMP.	Number of days to provide the PRMP with complete Kickoff Meeting Materials.	One set of kickoff meeting materials provided to the PRMP per contract period.	The vendor must provide PRMP with Kickoff Meeting Materials. See Kickoff Meeting Materials in the Deliverables Dictionary for further details.	The PRMP shall assess up to \$200 per business day for each business day after the due date that complete Kickoff Meeting Materials are not submitted.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5
Beneficiary information is secure.	Beneficiary information accessed without authorization by a security breach attributed to be the fault of the vendor.	Number of beneficiaries whose information was accessed without authorization by a security breach attributed to a fault of the vendor.	0% of beneficiaries' information is accessed without authorization by a security breach attributed to a fault of the vendor.	The vendor must establish and maintain systems, processes, and security features to protect beneficiary information from unauthorized access according to PRMP policies and procedures.	The PRMP shall assess up to \$100 for each beneficiary whose information is accessed without authorization and is attributable to a fault of the vendor, according to PRMP policies and procedures. PRMP shall assess up to \$5,000 for each business day that a security breach attributed to the vendor goes unreported to PRMP.	Will Meet	Part B - Attachment D: Response to Statement of Work	Approach to Managing Operations	5

Notes
The vendor should review the entire worksheet and then update the cells shaded GREEN.

Vendor's should not edit this worksheet.

<i>Vendor Response - Vendor's Disposition</i>	
Vendor's Dispositions	Description
Will Meet	Outcome will be met by the vendor
Will Not Meet	Outcome will not be met by the vendor

<i>Attachments</i>	
Response Template	Description
Part B - Attachment A	Cost Proposal
Part B - Attachment B	Acknowledgement of Processes, Terms, and Conditions
Part B - Attachment C	Outcomes Traceability Matrix
Part B - Attachment D	Response to SOW