

**PIGGYBACK AGREEMENT FOR TECHNOLOGY PRODUCTS AND SERVICES WITH
RELATED SOLUTIONS**

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and DGR Systems, LLC (the "Vendor"), a Florida limited liability company, located at 4301 West Boy Scout Boulevard, Suite 170, Tampa, Florida 33607, and whose Federal Employer Identification Number is 27-1273487.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide technology products, security, cloud, network, data services with related solutions and IT lifecycle services; and

WHEREAS, the Vendor has contracted through Sourcewell, a State of Minnesota government unit and service cooperative, to provide technology products and services with related solutions pursuant to that certain Contract No. 121923-DGR dated as of February 26, 2024 (as subsequently amended, the "Sourcewell Agreement") which those parties entered into upon through Sourcewell award of RFP 121923 to Vendor for technology products and services with related solutions; and

WHEREAS, the County and the Vendor have determined that the Sourcewell Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Sourcewell Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of Sourcewell and the "Participating Entities" thereunder. A true and correct copy of the Sourcewell Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Sourcewell Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Sourcewell Agreement are hereby modified or supplemented, as follows:

A. Term. The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Sourcewell Agreement (it being acknowledged and understood that the latest possible termination date for the Sourcewell Agreement, with all renewal options exercised, is February 27, 2031); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

B. Insurance. The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work

commences. The County shall be named as an additional insured on General Liability, Automobile Liability, Network Security and Privacy Liability insurance policies. General Liability, Workers' Compensation, Professional Liability, and Network Security and Privacy Liability policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Agreement, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Agreement.
\$2,000,000.00 per claim or event; \$2,000,000.00 annual aggregate.

Network Security and Privacy Liability Insurance. During the term of this Agreement, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

\$2,000,000.00 per occurrence; \$2,000,000.00 annual aggregate.

C. Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required

for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Sourcewell Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County:

Polk County Utilities Division
Attention: Utilities Director
P.O. Box 9005, Drawer UT01
Bartow, FL 33831-9005

If to Vendor:

DGR Systems, LLC
Attention: General Manager
4301 West Boy Scout Boulevard, Suite 170
Tampa, FL 33607

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County technology products and services with related solution during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information

technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. No Construction Against Drafter The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. Public Entity Crimes. The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify

system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK.

THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH

THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Wilson 4/16/25
County Attorney's Office Date

ATTEST:

DGR Systems, LLC
a Florida limited liability company

By: Clare DeBor
Corporate Secretary

By: Amanda N. Dugger

Clare DeBor
[Print Name]

Amanda N. Dugger
[Print Name]

Date: 4/18/2025

CEO
[Title]
Date: 4/18/2025

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY
STATE OF Florida County OF Hillsborough
The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this April 18, 2025 (Date) by Amanda Dugger (Name of officer or agent) as CEO (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this April 18, 2025 (Date) _____ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date 7/6/27

Notary Public State of Florida
Sherie M Pizzo
My Commission HH418066
Expires 7/6/2027

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-346, Technology Products and Services with Related Solutions

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: DGR Systems LLC

Signature: Amanda M. Dugger

Title: CEO

Date: 4/18/2025

State of: Florida

County of: Hillsborough

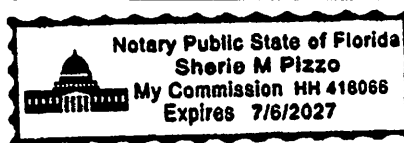
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of April, 2025, by Amanda Dugger (name) as CEO (title of officer) of DGR Systems, LLC (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Sherie M Pizzo

Printed Name of Notary Public: Sherie M Pizzo

Notary Commission Number and Expiration: 7/6/27

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Amanda N. Dugger, CEO (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

Amanda N. Dugger
SIGNATURE

Amanda N. Dugger
PRINT NAME

CEO
TITLE

4/18/2025
DATE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
DGR SYSTEMS, LLC

Filing Information

Document Number	L09000106684
FEI/EIN Number	27-1273487
Date Filed	11/05/2009
Effective Date	01/01/2010
State	FL
Status	ACTIVE

Principal Address

4301 W Boy Scout Blvd
STE 170
TAMPA, FL 33607

Changed: 06/29/2023

Mailing Address

4301 W Boy Scout Blvd
STE 170
TAMPA, FL 33607

Changed: 06/29/2023

Registered Agent Name & Address

DUGGER, CHRISTOPHER J
4301 W Boy Scout Blvd
STE 170
TAMPA, FL 33607

Address Changed: 06/29/2023

Authorized Person(s) Detail

Name & Address

Title MGRM

DUGGER, CHRISTOPHER J
4301 W Boy Scout Blvd
STE 170
TAMPA, FL 33607

Title MGRM

DUGGER, AMANDA N

4301 W Boy Scout Blvd

STE 170

TAMPA, FL 33607

Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	01/22/2024
2025	02/02/2025

Document Images

02/02/2025 -- ANNUAL REPORT	View image in PDF format
01/22/2024 -- ANNUAL REPORT	View image in PDF format
06/29/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
01/30/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
01/30/2020 -- ANNUAL REPORT	View image in PDF format
01/17/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
02/17/2016 -- ANNUAL REPORT	View image in PDF format
02/22/2015 -- ANNUAL REPORT	View image in PDF format
04/26/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
06/18/2012 -- ANNUAL REPORT	View image in PDF format
01/18/2011 -- ANNUAL REPORT	View image in PDF format
11/05/2009 -- Florida Limited Liability	View image in PDF format

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and DGR Systems, LLC, 4301 West Boy Scout Blvd., Suite 170, Tampa, FL 33607 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 2.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

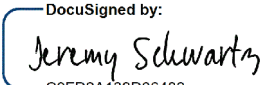
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

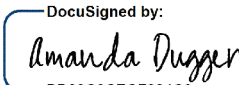
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DGR Systems, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/26/2024 | 9:03 PM CST

DocuSigned by:

By: BD90C0CECF884C3...
Amanda Dugger
Title: Chief Executive Officer
Date: 2/26/2024 | 9:02 PM CST

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: DGR Systems
Address: 4301 W. Boy Scout Blvd. Ste 170
Tampa, Florida 33607
Contact: Jason Dugger
Email: jdugger@dgrsystems.com
Phone: 813-344-1615
HST#: 27-1273487

Submission Details

Created On: Tuesday November 28, 2023 20:40:53
Submitted On: Tuesday December 19, 2023 13:12:38
Submitted By: Amanda Dugger
Email: adugger@dgrsystems.com
Transaction #: 6edf1e7c-601e-4a61-b8c0-c4515122ee36
Submitter's IP Address: 24.73.113.202

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	DGR Systems, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6ABR8	*
5	Proposer Physical Address:	4301 West Boy Scout Blvd, Suite 170 Tampa, FL 33607	*
6	Proposer website address (or addresses):	www.dgrsystems.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amanda Dugger Chief Executive Officer 4301 West Boy Scout Blvd, Suite 170 Tampa, FL 33607 adugger@dgrsystems.com 813-334-9382	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Dugger Chief Executive Officer 4301 West Boy Scout Blvd, Suite 170 Tampa, FL 33607 adugger@dgrsystems.com 813-334-9382	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lisa Moresco Contracts and Finance Lead 4301 West Boy Scout Blvd, Suite 170 Tampa, FL 33607 lmoresco@dgrsystems.com 813-344-1615	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since our inception in 2009, DGR Systems' focus has been to provide unparalleled customer service, deep value to our clients, and excellence in our engineering and consulting efforts. Headquartered in Southwest Florida, our national presence has allowed us to work with clients across many commercial industries, governmental organizations, and not-for-profit entities. Through our hard work and tireless commitment to our core values, we have earned our status as a trusted advisor and partner to the clients we serve.</p> <p>DGR Systems began as a services-first, action-oriented solution provider focused in the identity space. Over the years, we have matured to focus on very complex technology solution areas such as Security, Compliance, and Identity (SCI), Zero Trust Architectures, Data / System Recovery and Cloud (IaaS and PaaS) to name a few. DGR Systems brings decades of industry knowledge to the table and understands how to take advantage of cooperative agreements such as Sourcewell.</p> <p>At DGR Systems, we pride ourselves on our culture, ensuring that we live it, every day while interacting with each other, our clients, and our partners. We hold our core values at the center of what we do and value them more than any individual contribution to our efforts. As such, we hold ourselves accountable to the following core values:</p> <p>Passion - Love what you do and make it evident through your approach to your work and the attitude you display.</p> <p>Ownership - Be accountable for outcomes. Take initiative to start and move things forward to make something better.</p> <p>Integrity - Do the right thing. Always. Every time. Without exception.</p> <p>Navigation - Find solutions to problems. Evolve, adapt, and embrace change around you.</p> <p>Teamwork - Be approachable and engage with the team around you constantly. We win or lose together.</p>	*
11	What are your company's expectations in the event of an award?	In the event of an award, DGR Systems anticipates taking our industry leading services to a larger public sector market with less friction in the sales process. Some of our existing clients go through lengthy processes to justify taking advantage of DGR's consulting, assessments, migrations, and deployments with their procurement departments. DGR Systems participates in a number of trade shows focused in the public sector and looks forward to an opportunity to advertise an easier way for prospective clients to transact and work together.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>DGR Systems is a financially stable company as recognized by the following core business rating scores from Dun & Bradstreet (uploaded):</p> <ul style="list-style-type: none"> • PAYDEX Score: 80 (Low Risk) • Delinquency Predictor Percentile: 94 (Low Risk) • Financial Stress Percentile: 79 (Low-Moderate Risk) • Supplier Evaluation Rating: 1 (Low Risk) <p>Additionally, DGR Systems maintains access to ample credit lines to support our various business efforts, including:</p> <ul style="list-style-type: none"> • Various distributor credit lines in excess of \$5M • Revolving business line of credit of \$2M (Uploaded, along with Bank Reference Letter) <p>Please find attached "DGR Systems Financial Strength" pdf attached with a consolidated package of documentation.</p>	*
13	What is your US market share for the solutions that you are proposing?	The consulting and professional services industry is challenging to measure and consists of many firms that are small in nature. DGR Systems has a successful track record with highly regulated clients in public sector, healthcare, education, as well as non-profits, however we believe our market share to be less than 1%.	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>0% DGR Systems does not have a Canadian entity.</p> <p>However, in 2022 and 2023, DGR Systems provided substantial support as a subcontractor to a prime contractor whose client was in Montreal, Canada. The client experienced a significant Ransomware event and needed data / system recovery services, rebuilding of infrastructure, and DoD audit preparation and support. DGR Systems worked both onsite and remotely for this client for over 12 months assisting them with the recovery and rebuild of their systems. DGR Systems also took full ownership of preparing them for a Defense Industrial Base Cybersecurity Assessment Center (DIBCAC) federal audit which they did pass.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, DGR Systems has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>DGR Systems is best described as a Solutions Integrator and Value Added Reseller.</p> <p>For more than fourteen years, DGR Systems has been a services-first, action-oriented solution provider. Over that past five years, DGR Systems has established more reseller relationships with Original Equipment Manufacturers (OEMs) and is able to further support the procurement of technology products and software. The majority of DGR Systems' revenue is derived from professional services and consulting engagements, including cloud and cyber security solutions.</p> <p>DGR represents hundreds of OEMs as an authorized reseller and works with authorized distributors such as Ingram Micro, Carahsoft, TD Synnex, Exclusive Networks, to name a few.</p> <p>DGR Systems is bidding on only Category 2 because we do not yet have an online catalog. If the services DGR Systems provides in Category 2 require the procurement of products (hardware and software) DGR will be able to provide this through is authorized direct and distributor relationships.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The telecommunications industry does not require any licenses or certifications, however we employ nearly fifty employees who are individually, very highly certified in multiple technology areas.</p> <p>Success in our industry requires alignment with vendor solutions that represent the best available technologies at a value that makes sense. We commit ourselves to partnering with the best in the industry, including partners such as Microsoft, Fortinet, Cohesity, Abnormal Security, Quest, Nutanix, VMWare, HPE, and many others. Beyond simply partnering to offer these solutions, we are devoted to being experts in doing business with our vendor partners. This means that we work hard to achieve accreditations and certifications to demonstrate our capabilities around these solutions. This also means that we work hard to understand how these companies operate at their core so that we can navigate their organizations when problems arise, help our clients obtain the best possible price, and ensure a complete and accurate solution for our clients.</p> <p>DGR Systems maintains industry leading certifications with many Original Equipment Manufacturers (OEMs) such as being certified at the highest "Expert" level with Fortinet and "Premier" level with Cohesity.</p> <p>DGR has satisfied the requirements for demonstrating and validating technical capabilities in the Microsoft AI Cloud Partner Program by holding two prestigious Microsoft Cloud designations: Solutions Partner for Security and Solutions Partner for Modern Work. Additionally, DGR maintains specializations validating deep technical expertise in specific technical scenarios aligned to the Microsoft Cloud such as being certified in Adoption and Change Management.</p> <p>Finally, DGR Systems is a certified Women Business Enterprise and certified Women Owned Small Business authorized by the Women Business Enterprise National Council.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>DGR Systems has not been subject to any suspension or debarment activities.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	DGR Systems was recently recognized by Microsoft for demonstrating technical capabilities in the Microsoft AI Cloud Partner Program. DGR has demonstrated technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud in the areas of Security, Modern Work, and Adoption and Change Management. DGR Systems was recently recognized by Cohesity as the fastest growing partner in the Southeast by attaining Premier partner level certification as well as being one of only two partners certified to deliver Cohesity professional integration services in the Southeast.	*
20	What percentage of your sales are to the governmental sector in the past three years	Government sector sales for DGR Systems was approximately: 11% in 2021. 7% in 2022. 4% in 2023.	*
21	What percentage of your sales are to the education sector in the past three years	Education sector sales for DGR Systems was approximately 4% in 2021. 2% in 2022. 34% in 2023. DGR Systems has experienced substantial growth in K12 and higher education business in 2023. Additionally, DGR Systems' business with non-profit clients made up 23% of business in 2021, 8% in 2022 and 7% in 2023. With our company's overall growth YoY, these numbers are significant and we have many clients who would benefit from this contract.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS Contract 210101, Annual Sales Volume is currently \$250,000 TIPS Contract 210103, Annual Sales Volume is \$0 DGR Systems has found that our clients are not very familiar with TIPS and have a hard time getting their procurement teams on board. DGR Systems would prefer to use a contract such as Sourcwell which is more familiar to our clients outside of Texas.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DGR Systems maintains a Contract Reseller Agreement with Carahsoft to utilize their Omnia contract for OEMs such as Fortinet, Infoblox and VMware. These documents were just executed late 2022, and the annual sales volume is around \$250,000 thus far.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hernando County Clerk of Circuit Court	George Welsted	352-540-6595	*
Pasco County Board of County Commissioners	Todd Bayley	727-847-8935	*
Moffitt Cancer Center	Pete D'Addio	813-745-6515	*
The School Board of Polk County, FL	Anne Pasco	863-519-7600	
Shriners Hospitals for Children	John McFarland	813-697-1115	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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The School Board of Polk County, FL	Education	Florida - FL	<p>The School Board of Polk County, Florida faces was facing challenges in securing their expansive data network. Securing access to the network challenges most IT departments into a battle of functionality and flexibility versus security. The modern classroom requires flexibility in granting access to the network for productive learning in a secure environment.</p> <p>With the proliferation of devices accessing the Polk Schools network, both learning and rogue devices, verifying every device that touches the network is secure was a big challenge.</p> <p>DGR Systems partnered with Fortinet to design a solution for network access control, enabling the district to easily manage network access policies and ensure compliance with security policies. The solution offers a comprehensive view of all devices and users on the network, allowing for granular control of access based on user roles, device types, and network locations.</p> <p>The FortiNAC solution provides automated onboarding of new endpoints, as well as continuous monitoring and remediation of non-compliant devices. FortiNAC also integrates with third-party security solutions and offers advanced reporting and analytics capabilities for enhanced visibility and compliance reporting. With FortiNAC, Polk Schools can secure their network against unauthorized access and potential threats.</p>	The size of these transactions were \$240,000 (pilot phase) and \$3,200,000 (deployment phase) respectively.	\$3,500,000	
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Hernando County Clerk of Circuit Court	Government	Florida - FL	<p>When Hernando County Clerk and Comptroller's Office needed to modernize its network infrastructure they focused on traditional factors, such as reliability and security, but they also recognized the need to deploy a solution that simplified network management and operations while providing greater visibility.</p> <p>DGR Systems took a hands-on approach to the design process, providing critical support for the first stage of the transition to Fortinet. DGR's engineers conducted a series of design workshops with the Clerk's Office's network team. DGR produced three High Level Design (HLD) options to the Fortinet team for feedback and once reviewed with the Clerk's Office's team they selected an HLD that best supported their future needs. Next the DGR Systems engineering team developed a Low Level Design (LLD) that enabled the creation of a Bill of Materials (BOM).</p> <p>DGR Systems supported the Fortinet deployment, collaborating with the Clerk's Office to ensure a successful implementation. Since moving to Fortinet, the Clerk's Office has realized several benefits, including reduced complexity, operational efficiency, and improved security with a fiscally responsible price tag.</p> <p>Adopting new technologies is not a project with a start and a finish. Instead, it's a journey from design and implementation to optimization, operations, and ongoing management of the solution. As the Clerk's Office continues to explore further opportunities to accelerate outcomes, they will look to DGR Systems and Fortinet to expand upon their network modernization effort with additional integrated solutions.</p>	The size of these transactions vary as we have assisted this client with both small hardware orders and large product and complex services engagements. \$5,000-\$300,000 transactions take place with this client.	\$800,000	
Moffitt Cancer Center	Non-Profit	Florida - FL	<p>Today's modern IT environments are comprised of a broad number of complex and cloud-integrated technologies that change more routinely to keep up with the shortened cycle of technological innovation and ever-evolving security threats. The skillsets required to support these solutions are more specialized than ever, are difficult to find, and require constant training and development to maintain. Given the vast number of these technologies that exist, an organization would have to invest considerably in an IT staff</p>	100% of all transactions with this client is large complex services engagements. The size of these transactions have been between \$25,000-\$250,000 each.	\$600,000	

			<p>to acquire and maintain expert level technical capabilities across the entire IT infrastructure.</p> <p>DGR Systems Assurance Services were designed to solve this challenge by enabling the IT professional with access to services from experts across various technology domains. This is accomplished through an active engagement that provides oversight of the technology solution, continuous planning services, access to tools and solutions to enable technical staff, and an ability to escalate various service needs to a team of qualified technicians, engineers, architects, and consultants for assistance.</p> <p>DGR Systems Assurance Services for Moffitt Cancer Center provides Assessments, Roadmap and Planning Exercises, and Service Requests amongst the foundational Microsoft 365 product set including: Exchange Online, SharePoint Online, Microsoft Teams, OneDrive for Business, and Power Platform.</p> <p>Assessments are performed on a scheduled quarterly basis offering an in-depth analysis of the environment and it's aligned business objectives and general best practices. Assessments offer a qualified analysis on the operational state of the environment and go beyond a simple "health" perspective providing a more in-depth review of how the system is deployed, configured, and managed within the environment and how it aligns to the broader objectives of the organization as known.</p> <p>After an initial Roadmap Planning exercise as part of on-boarding, quarterly roadmap plan updates take place to ensure that Moffitt is evaluating the state and usage of the technology and to identify future needs, opportunities, and budget impacts.</p> <p>As part DGR's Assurance Agreement with Moffitt Cancer Center, they have access to Service Requests from a qualified team of technicians, engineers, architects, and consultants to help with escalations, staffing needs, planning, changes, and other general service needs specifically related to the aforementioned covered services in the Microsoft 365 stack.</p> <p>In addition to Assurance Services, DGR Systems has</p>			
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			provided Moffitt Cancer Center with M365 project-based migration services, network wireless site surveys, network and server solution integrations, and consulting around disaster recovery solutions and Microsoft CoPilot AI.			
Diakon Lutheran Social Ministries	Non-Profit	Pennsylvania - PA	<p>DGR Systems provides Diakon Lutheran Ministries with Assurance Services focused on the VMware technology stack. The skillsets required to support complex solutions are more specialized than ever, are difficult to find, and require constant training and development to maintain. Given the vast number of these technologies that exist, an organization would have to invest considerably in an IT staff to acquire and maintain expert level technical capabilities across the entire IT infrastructure.</p> <p>Under the Assurance Agreement for VMware, DGR Systems provides quarterly Assessments offering an in-depth analysis of the VMware environment specific to ESXi hosts, vCenter instances, and all virtual machines.</p> <p>As part DGR's Assurance Agreement with Diakon, they have access to Service Requests from a qualified team of technicians, engineers, architects, and consultants to help with escalations, staffing needs, planning, changes, and other general service needs specifically related to the aforementioned covered services in the VMware environment.</p>	The size of these transactions include assessments valued at \$25,000 as well as software purchases of over \$100,000.	\$325,000	*

Pasco County Board of County Commissioners	Government	Florida - FL	<p>DGR Systems provides Pasco County Board of County Commissioners with consulting services specific to Microsoft 365, Endpoint Management, Power Platform automation, and network security design.</p> <p>Pasco County is a DGR Systems Assurance Services client for Microsoft 365. DGR's Assurance Services for Pasco County provide Assessments, Roadmap and Planning Exercises, and Service Requests amongst the foundational Microsoft 365 product set including: Exchange Online, SharePoint Online, Microsoft Teams, OneDrive for Business, and Power Platform.</p> <p>Assessments are performed on a scheduled quarterly basis offering an in-depth analysis of the environment and it's aligned business objectives and general best practices. Assessments offer a qualified analysis on the operational state of the environment and go beyond a simple "health" perspective providing a more in-depth review of how the system is deployed, configured, and managed within the environment and how it aligns to the broader objectives of the organization as known.</p> <p>After an initial Roadmap Planning exercise as part of on-boarding, quarterly roadmap plan updates take place to ensure that Pasco County is evaluating the state and usage of the technology and to identify future needs (specifically around cybersecurity), opportunities, and budget impacts.</p> <p>As part DGR's Assurance Agreement with Polk County, they have access to Service Requests from a qualified team of technicians, engineers, architects, and consultants to help with escalations, staffing needs, planning, changes, and other general service needs specifically related to the aforementioned covered services in the Microsoft 365 stack.</p> <p>Additionally assessments provided to Pasco County include network firewall assessments focused on improving overall security posture within the organization.</p>	100% of all transactions with this client is services engagements valued between \$20,000 and \$100,000.	\$140,000
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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>DGR Systems uses a comprehensive support structure to meet the specific needs of each client. DGR has the experience and insight to allocate the proper resources to meet each client's unique requirements, from the Client Manager who oversees the relationship to the technical resources who design and implement the proposed solution, and the Inside Sales Representative who responds quickly to client needs for price quotes and support.</p> <p>All DGR Systems sales team members are direct employees of DGR. DGR Systems does not employ 1099 staff or offshore team members. DGR Systems team members currently reside across twelve US states.</p> <p>DGR Systems has a dedicated sales and business development team of seven team members.</p>
27	Dealer network or other distribution methods.	<p>If a solution or service requires product or software procurement, DGR can purchase from several direct supply sources as well as authorized distributors. Some Original Equipment Manufacturers (OEM) can be sourced from multiple areas ensuring we are obtaining the most competitive price and sourcing ability for DGR Systems' clients.</p> <p>Direct Supply Sources: Microsoft KnowBe4</p> <p>Distribution Sources that DGR Systems is authorized with and maintains lines of credit with include: Ingram Micro Carahsoft Technology Group TD Synnex Exclusive Networks Starin DLT</p> <p>OEMs sourced under multiple distribution partners include but are not limited to: Fortinet, Cisco, VMware, Abnormal Security, Infoblox, Nutanix, Dell, HP, HPE, Lenovo, Juniper, Proofpoint, SentinelOne, Onedidentity, Quest, Logitech, LG, Ricoh, etc.</p>
28	Service force.	<p>All DGR Systems sales team members are direct employees of DGR and are located across twelve US states. DGR Systems employs the following services (billable technical engineering) team members in the below areas:</p> <p>Modern Work, Endpoint and Cloud Migration Services - 10 team members Security, Compliance, Identity and Infrastructure Services - 7 team members Networking Services (incl. Network Security) - 8 team members Applications, AI and Automation Services - 5 team members Program and Project Management Services - 5 team members Business Operations and Finance Support - 4 team members</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>DGR Systems will directly handle all orders through the Inside and Outside sales force.</p> <p>DGR Systems will work with clients via discovery scoping calls to identify appropriate levels of effort and develop clear Statements of Work and Responsibilities for each services opportunity.</p> <p>If a technology solution requires product or software procurement, a bill of materials (BOM) will be developed. DGR Systems will work through direct sources of supply and authorized distributors to produce quotes using Sourcewell discounted pricing.</p> <p>When a client is ready to move forward with DGR services, they will sign a Statement of Work and a project launch workshop or meeting will be coordinated through the DGR Systems Program Management Office (PMO).</p> <p>The DGR Systems Program Management Office will work through Resource Management and the appropriate team leads or managers for each needed technology discipline to assign engineering support.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>DGR Systems Customer Service Department is committed to providing exceptional assistance and support to its valued clients. Customer Service is operated from two major offices: Tampa, FL and St. Louis, MO and serves as the frontline for addressing inquiries, resolving concerns, and ensuring a positive experience with the products and services DGR Systems provides.</p> <p>All DGR Systems clients are assigned a primary point of contact on the Sales Team. Sourcewell members will be able to send requests to sourcewell@dgrsystems.com for an additional layer of support and service. This email inbox will be mapped for all team members on the sales team so there are no single points of failure with communications and support.</p> <p>In addition to an email inbox, DGR Systems will create a dedicated direct support 800 number to facilitate and expedite any and all requests from Sourcewell members.</p> <p>Additionally, DGR Systems Assurance Services clients have a dedicated online portal for which they are able to initiate technical Service Requests and essentially open a ticket. DGR Systems will make every reasonable effort to provide resources for general requests within two standard business days and escalated requests within four standard business hours.</p> <p>Live chat communication is available through the Assurance Portal for clients experiencing business impacting escalations where support can be initiated immediately.</p> <p>DGR Systems will provide training to Sourcewell members on different ways to connect with the account team and obtain customer service. This could involve using Microsoft Teams meetings to meet the account team, learn the avenues to reach out to them, education on placing orders, as well as how to get assistance. Each Sourcewell member will have its own dedicated Account Team.</p> <p>DGR Systems will offer continuous phone support. We'll regularly call Sourcewell members, reaching out to their buying teams and IT staff to check if they need help, guidance on the ordering process, and to ensure that we are meeting their expected standards.</p> <p>DGR Systems will provide customized customer satisfaction surveys to ensure Sourcewell members are being served well.</p> <p>DGR Systems will provide an escalation path to Sourcewell members. We care about our customer relationships and have a plan to quickly resolve issues if they come up. If there's a potential problem, we promise to respond within 2 hours to deal with it. Sourcewell members will be provided with an escalation path to get in touch with the appropriate team members in the event of an escalation.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DGR Systems is willing and able to provide products and services to Sourcewell participating entities across the United States. With technology experts across multiple disciplines staged across twelve states, DGR Systems is well equipped to provide immense value to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>DGR Systems cannot currently support direct client business in Canada. DGR Systems has however operated as a subcontractor to other large solution integrators for several international clients.</p> <p>DGR Systems provided over \$1M in security, data recovery, and consulting services to a single client in Montreal, Canada in 2022 and 2023 as a subcontractor.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	DGR Systems is able to service all geographic areas within the United States. DGR has even provided services to clients in Alaska and Hawaii. DGR Systems cannot currently support services in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Current cooperative purchasing contracts DGR Systems holds do not prohibit DGR from fully serving Sourcewell participating entities. DGR Systems would be able to service any government, education, or not-for-profit client through the Sourcewell proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska and US Territories. DGR Systems already services clients in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>DGR Systems employs an internally developed marketing process rooted in strategic principles, prioritizing client business outcomes throughout. We leverage our extensive network as an integral aspect of managing client relationships. DGR adopts a multifaceted approach to publicize and promote newly formed cooperative agreements, by incorporating proven activities.</p> <p>Our proactive communication program, coupled with the engagement of both internal and field sales teams constitutes our interactive engagement strategy. Clients consider their dedicated Client Manager as an expert resource, often relying on their guidance when making purchasing decisions, especially when prompted by direct recommendations related to specific contract vehicles.</p> <p>The sales and marketing plan at DGR Systems integrates successful past marketing endeavors with a comprehensive strategy aimed at effectively acquiring new business. Our adept use of reporting capabilities enables us to identify potential target customers. Subsequently, we engage in educating clients about the advantages inherent in the new contract, fostering the expansion of net-new business.</p> <p>DGR Systems is an active participant in the Florida Local Government Information Systems Association (FLGISA) and exhibits at their two major trade shows annually. Additionally, our team exhibits at the National Institute of Government Procurement (NGIP) tradeshow and reverse tradeshow. DGR Systems will design a specific Sourcwell Partners marketing content (website, SEO generation, marketing brochures, etc.) if we are awarded a contract in an effort to advertise our contract to appropriate prospective clients.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>If awarded the Sourcwell contract, DGR Systems will use a combined marketing approach including but not limited to press release, web marketing, trade shows, etc.</p> <p>A dedicated page will be designed on our website and we will conduct a search engine optimization (SEO) campaign so clients will find our site when searching for Sourcwell contract holders.</p> <p>DGR Systems has a very active website by employing search engine optimization (SEO) and a LinkedIn account where traffic can be heavy at times, especially when our teams are participating in events and promoting them on social media. DGR Systems plans to capitalize on this traffic and enhance overall marketing effectiveness.</p> <p>Because the leadership at DGR Systems is so active in the community and on social media, DGR Systems' LinkedIn page gathers approximately 1,000 views per month. DGR Systems plans to utilize LinkedIn Live Streaming to host live content related to the Sourcwell contract and ways clients can engage should we win a contract.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>DGR Systems view is that Sourcwell's role is to create the contract vehicles, select the most appropriate suppliers that will serve members interests, and save it's members time and money. DGR Systems does not anticipate any proactive role for Sourcwell on our behalf.</p> <p>During initial setup and onboarding, DGR Systems will work with Sourcwell to implement a successful plan for serving Sourcwell members. We don't however anticipate any heavy lifting by Sourcwell team members.</p> <p>DGR Systems will integrate Sourcwell-awarded contracts into our sales process through the automation tools with Microsoft Power Platform and Microsoft Dynamics 365. Dynamics 365 is DGR Systems' Customer Relationship Management (CRM) and quoting tool. Sourcwell will be set up as a cooperative contract in the DGR Systems quote system so inside sales team members can easily access and quote our catalog of products and services.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>DGR Systems does not have an externally accessible e-procurement ordering process for products.</p> <p>DGR Systems' Assurance Services clients can access services and submit Services Requests (tickets) through their personally set up DGR Assurance Services portals. These portals are set up for active, ongoing services clients. Quarterly IT assessments and monthly health checks are stored in each clients' portal. Additionally clients can live chat with DGR Systems team members and engineers through their Assurance Services portal.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Included with every project, at the completion of migration and deployment efforts, project teams work to ensure that the Client administration teams are prepared to support services without the assistance of the dedicated DGR Systems project team. Activities to support this transition include the following:</p> <ul style="list-style-type: none"> · General knowledge transfer throughout the entire effort · Delivery of As Built documentation for the deployed solution · Upon request by the client, dedicated knowledge transfer sessions for up to 2 hours for the administrative team outside of training provided by Adoption Services. <p>All of the training listed above is included as no charge in existing project efforts.</p> <p>As a certified Adoption and Change Management solution provider, DGR Systems has validated expertise in providing technology transition services to it's clients. The DGR Systems' Adoption Services team focuses on the unique needs of each client which requires a detailed scoping discussion. These ancillary and optional services can include but are not limited to: customized curriculum development, formal and informal training sessions, email communication templates to use for change management, tip sheets for administrators and end users, open office hours manned by DGR Systems engineers, and white glove VIP training services.</p> <p>These services are additional in charge and rates are estimated between \$100-\$175 per hour dependent on technology stack being covered and experience of the DGR Systems resource providing the services.</p> <p>The team members from DGR Systems providing training services can be from our dedicated Adoption Services team or our technology specialty areas. For instance an Associate Engineer in the areas of M365 Applications, Network, or Security would be \$100 per hour. An Engineer Level 1 for these areas would be \$115 per hour. See DGR Systems full price list for Sourcewell rates.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>DGR Systems' consultants and engineers are among the industry's brightest thought-leaders and are excellent in their fields of discipline. We are continually staying ahead of technology advances in our field which enables best-in-class service to our clients.</p> <p>As a solutions provider, DGR Systems assists our clients with a complete experience around the selection, adoption, and management of technologies that drive the modern workforce. We provide a broad spectrum of solutions focused on infrastructure, collaboration, workspace management, data management, identity management, security and compliance, and cloud solutions.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At DGR Systems, we are dedicated to making a positive impact on the environment and embracing sustainability. Our commitment to a greener future is reflected in our Green Initiative, which outlines goals, strategies, and actions to reduce our ecological footprint.</p> <p>Key Pillars of DGR Systems' Green Initiative:</p> <p>Waste Reduction: DGR Systems minimizes single-use plastics and packaging in our operations and offices. DGR encourages recycling and responsible waste disposal among our employees and uses environmentally friendly printing options.</p> <p>Energy Efficiency: DGR Systems has implemented energy-efficient technologies and practices in our facilities including smart lighting. DGR's headquarters building is LEED certified.</p> <p>Employee Engagement: DGR Systems will educate and engage employees in environmentally friendly practices by fostering a culture of sustainability through training programs and awareness campaigns.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	DGR Systems has been a certified Women Business Enterprise and Women Owned Small business since 2020. DGR Systems is certified through WBENC, the Florida office of Supplier Diversity, and several local governmental entities.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>DGR Systems' is privately held and has been under the same ownership since inception (over 14 years). We are unique in the stability of our leadership team, flexibility of our services and personalization of service to our clients.</p> <p>At the heart of our business is service delivery and this is encompassed completely in our role as a systems integrator. Working with clients to adopt new technologies into an already evolved business and technology landscape requires an attention to detail and an expert level of knowledge that not many can provide. Our focus on the professional implementation and integration of technologies is backed by our proven service methodologies that focus on completeness in design and planning and rigorous validation through in-depth testing, with an emphasis on ensuring transition of the technology to operators for long-term management of the solution. These processes are all designed to make sure our clients are achieving the highest level of impact from their technology investments, and that there is limited interruption to the business as these changes occur.</p> <p>What makes DGR Systems different?</p> <p>Excellence is our baseline - We ensure professional, high-quality and efficient solution and service delivery based on proven standards for next-level value.</p> <p>We value IT as a business driver - Technology can empower an entire workforce, improve efficiency and productivity. It's our goal to help business leaders use IT to transform their operations.</p> <p>DGR is the cure for change order fatigue - Where other firms overpromise and under-deliver, DGR takes an honest and transparent approach so that there are no surprise impacts to timelines or budgets.</p> <p>We're in this together - DGR takes a collaborative approach, working with internal teams and stakeholders to understand objectives and make recommendations that are best for you.</p> <p>All tech, not all talk - There's no junior team here, there's the whole team. We bring experts supported by other experts to provide a collective better answer to real technology challenges.</p> <p>It's not all about us - We'll train your users and work with internal IT team members to ensure that your organization can manage and support solutions after they've been deployed.</p> <p>Cloud is our core - We are a cloud-first company and leverage the leading technologies to deliver better solutions for you and your organization.</p>	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>DGR Systems warrants that professional services performed by DGR shall be performed in accordance with the Statement of Work (SOW) or Services Agreement (SA) agreed to and executed between DGR and client. DGR warrants that services will be performed in a professional and workmanlike manner using sound principles, accepted industry practices and sufficiently competent personnel. Excellence is our baseline and we stand behind every job we perform.</p> <p>Should your solution require products or software, DGR will ensure that all products sold are new per the order(s) placed and therefore eligible to be covered under various OEM standard and enhanced warranty programs as made available at the sole discretion of the OEM to purchasers of its products. To the extent that warranties offered are transferable, DGR will pass through to the client any warranty extended to DGR by the OEM.</p> <p>DGR Systems' customer service teams will assist clients with the procurement of replacement parts should they be required. Upon notification of an impaired product, customer service shall work with the client to remediate the issue. DGR maintains relationships with many authorized distributors who maintain stock of hundreds of thousands of parts. DGR will work with its authorized distributors to expedite (or overnight—if approved) shipping to meet client needs.</p> <p>Life expectancy under normal use will vary by OEM however DGR systems will work with each client to communicate end of sale and end of maintenance support notices.</p> <p>The DGR Systems customer service team will help facilitate equipment returns, which are subject to each manufacturer's and/or distributor's policies. A Return Merchandise Authorization (RMA) number may be required in advance of the return and DGR System's customer service teams will help the client obtain an approved RMA. The DGR team will help facilitate shipping equipment back to the distributor or manufacturer for replacement or credit, whichever is approved by the OEM or distributor. DGR Systems will pass along restocking fees if required by the OEM. DGR Systems does not institute additional restocking fees.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	DGR does not impose usage restrictions on warranties.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>DGR Systems does not provide "warranty repair-type" services for equipment. DGR Systems services are consultative in nature and primarily focused on achieving fixed outcomes for clients. Should a client be unhappy with our service, DGR Systems will work to achieve 100% customer satisfaction to remediate outstanding issues.</p> <p>DGR Systems pricing is based on hourly rates and is provided in Table 11. Depending on the team member engaged, DGR Systems may be working remotely for clients and limited to no travel would be involved.</p>	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>DGR Systems does not presently provide services outside of the continental United States, therefore we cannot provide services in Canada.</p> <p>DGR Systems does not provide warranty repair services.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DGR Systems passes along all warranties issued by original equipment manufacturers. DGR Systems does not provide warranty repair-type services for equipment. DGR Systems services are consultative in nature and primarily focused on achieving fixed outcomes for clients.	*
51	What are your proposed exchange and return programs and policies?	<p>If the proposed DGR Systems solution contains product or software and the client wishes to return or exchange those products, DGR Systems will work with its direct source suppliers and authorized distributors to obtain a Return Material Authorization (RMA) and facilitate the return for the client.</p> <p>Returns, if possible, are subject to current manufacturer's policies and require a Return Merchandise Authorization (RMA) number in advance of the return. Returns without an RMA will not be accepted. If a returned product is not defective, DGR reserves the right to assess a 25% restocking charge. Final acceptance of the return is conditional upon receipt of the product in "like new" condition with all parts, packing materials, seals and documentation intact. DGR reserves the right to refuse a return which is not in "like new" condition.</p>	*
52	Describe any service contract options for the items included in your proposal.	N/A	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	DGR Systems warrants that professional services performed by DGR shall be performed in accordance with a Statement of Work (SOW) or Services Agreement (SA) agreed to and executed between DGR and client. DGR warrants that services will be performed in a professional and workmanlike manner using sound principles, accepted industry practices and sufficiently competent personnel.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The final piece of our puzzle is our commitment to excellence. The core of our business is built around a simple belief that 'Excellence is our Baseline'. We strive to achieve excellence in everything we do, and we adhere to this through the implementation of established processes and proven methodologies designed to ensure a thorough level of communication as well as an in-depth approach to ensuring we get it right for our client. We back this up with rigorous training for our team, quality checks in our processes to ensure consistency, and a closed-loop feedback process from our clients to ensure excellence in every aspect of the client experience.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	<p>Clients without a Master Purchase Agreement with DGR Systems are granted NET20 terms for up to \$25,000.</p> <p>DGR Systems standard payment terms in our Master Purchase Agreement are NET30 after invoice receipt.</p> <p>Upon written request and after good payment history is established, NET45 can be considered.</p> <p>Accepted payment methods include P-card (purchasing card), ACH, and check.</p>	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>DGR Systems offers various financing options and will assist Sourcewell members with finding appropriate methods of financing, so they can obtain the requested products and services required.</p> <p>DGR Systems work with several leasing partners, among them are DLL Financial, CSI Leasing, and HPE Financial Resources. We will work with Sourcewell members to understand their needs and to determine what the most important features and services are in their leasing solution.</p> <p>Using this information, the DGR Systems Account Manager can assist in making recommendations that best fit the individual client's needs. Each leasing company has a unique set of services and benefits offered as well as their own terms and conditions. Rates are determined based on the credit worthiness of the customer, the length of the lease and the total amount financed. DGR Systems will work to quarterback financial leasing solutions for each Sourcewell member.</p>	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	DGR Systems has a standard NDA and Direct Customer Master Purchase Agreement that we work with clients to obtain. DGR's Standard Terms and Conditions apply to quotes for clients who do not have an executed Master Purchase Agreement in place.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	A 3% Convenience Fee will be added to all payments made with P-cards or credit cards. This fee will be due at the time of P-card or credit card payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>DGR Systems is bidding on Category 2, Services. If a DGR Systems solution requires product and/or software, a Sourcwell member can choose to purchase these from DGR Systems. DGR Systems has provided a category price for products and software that is a discount from list price for each category. Please see the pricing file DGR Systems has uploaded.</p> <p>Please see Category 7 on Pricing File for services rates: DGR Systems provides three categories of services (Standard Hourly, Packaged, and Staff Aug Services) and will offer Sourcwell members discounted pricing off the standard list price of each line item. This discount will be known as the Sourcwell discounted price.</p> <p>The Sourcwell discounted price for each of the categories is detailed below.</p> <p>Standard Hourly Services - 12% off list Packaged Services - 10% off list Staff Aug Services - 5% off list</p> <p>DGR Systems also provides Quick Start Services to assist clients with getting solutions up and running in an expeditious manner. An example of this is our Microsoft Intune Quick Start Services. Microsoft Intune is a tool that most Public Sector clients have access to that comes free with their Microsoft licenses they already purchase. We have found that getting this service/tool up and running for Public Sector clients has been very beneficial in helping them secure and administer their endpoints in their environment. This is just one of many solutions that DGR Systems can bring to Sourcwell members.</p>
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Standard Hourly Services DGR Systems Standard Hourly Services are offered to Sourcwell member companies at 12% of list price.</p> <p>Packaged Services DGR Systems Packaged Services are offered to Sourcwell member companies at 10% of list price.</p> <p>Staff Aug Services DGR Systems Staff Aug Services are offered to Sourcwell member companies at 5% of list price.</p>
61	Describe any quantity or volume discounts or rebate programs that you offer.	DGR Systems will provide additional discounts based on volume where possible. Communication between the Sourcwell member and their DGR Systems account manager is an important part of this process.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>This question may not apply as we are bidding on Category 2 which is primarily services.</p> <p>However, DGR Systems has strong relationships with its manufacturers and offers thousands of name brand technology products and numerous other services. We are continuously expanding our product portfolio to meet the specific needs of our clients and to offer the latest technology solutions. DGR Systems welcomes the addition of new products and related services.</p> <p>DGR Systems will supply a quote for each request for sourced products and/or related services. DGR Systems will supply quotes at discount from list price.</p>

63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	DGR Systems services pricing is all inclusive and based on the hourly rates submitted. Hourly rate for services will be inclusive of pre-delivery inspection, installation, set up and training services. Should a DGR Systems solution require acquisition of products or software, DGR Systems will include a shipping and freight charges as appropriate.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	DGR Systems will work with its authorized distributors to estimate all freight and delivery charges for each order that contains physical product that is shipping.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	DGR Systems will work with its authorized distributors to estimate all freight and delivery charges for each order that contains physical product that is shipping. DGR Systems will not ship any product to Canada or OCONUS locations.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	From time to time, client solutions may require DGR Systems to pre-stage equipment and roll out solutions on a delivery schedule. It may be deemed necessary for DGR Systems to take possession of equipment at our own facilities for staging and preparation purposes to roll out solutions just in time. Should this be necessary, DGR Systems will work with each client to determine storage costs based on the number of pallets of equipment and value-added services being provided.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	DGR Systems is offering our most aggressive discounts to Sourcewell which are commensurate to our Public Sector and TIPS contract pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>DGR Systems agrees to cooperate with Sourcewell in auditing transactions under this contract to ensure the administrative fee is paid on all items purchased under this contract.</p> <p>In addition, DGR Systems will conduct a thorough internal review each month to ensure all orders and transactions are appropriately tagged in the system with the appropriate contract.</p> <p>When a prospective order is meta-tagged as a Sourcewell contract, the order will then be subject to receiving the appropriate discounts for the quoted solutions and service.</p> <p>DGR Systems currently employs a rigorous, peer reviewed process for reporting quarterly sales. This includes the process of calculating administrative fees for other contracts we hold.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>DGR Systems will use internal metrics for assessing the success of it's Sourcewell contract and ensuring that we are meeting our goals and objectives.</p> <p>A few examples of metrics we commonly use to measure success include:</p> <p>Project Timelines: Metric - On-time delivery Measurement - Percentage of projects completed within the specified timeframe.</p> <p>Cost Performance: Metric - Budget variance Measurement - Comparison of actual costs to the budgeted costs for the project.</p> <p>Customer Satisfaction: Metric - Customer satisfaction surveys Measurement - Feedback from customers regarding their satisfaction with the product or service.</p> <p>Communication Effectiveness: Metric - Frequency and clarity of communication Measurement - Regularity of project updates and the clarity of communication among team members and stakeholders.</p> <p>Risk Management: Metric - Number of identified risks vs mitigated risks Measurement - The effectiveness of risk identification and mitigation strategies.</p> <p>Change Management: Metric - Change request acceptance/rejection rate Measurement - How well changes to the project scope are managed and their impact on timelines and budgets.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>DGR Systems will pay Sourcewell an administrative fee of 2%. The administrative fee will be included in (not added to) the pricing supplied to client. This fee will be paid by DGR Systems and based on total contract value, excluding travel expenses.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>At the heart of our business is service delivery and this is encompassed completely in our role as a systems integrator. Working with clients to adopt new technologies into an already evolved business and technology landscape requires an attention to detail and an expert level of knowledge that not many can provide. Our focus on the professional implementation and integration of technologies is backed by our proven service methodologies that focus on completeness in design and planning and rigorous validation through in-depth testing, with an emphasis on ensuring transition of the technology to operators for long-term management of the solution. These processes are all designed to make sure our clients are achieving the highest level of impact from their technology investments, and that there is limited interruption to the business as these changes occur.</p> <p>Over the years, we have matured to focus on very complex technology solution areas such as Security, Compliance, and Identity (SCI), Zero Trust Architectures, Data / System Recovery and Cloud (IaaS and PaaS) to name a few.</p> <p>Please find attached a marketing presentation that describes DGR Systems areas of focus in a little more detail.</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>DGR Systems categories of solutions include:</p> <p>Category 1: Networking, Telecommunications, Wireless, Firewalls / Cyber Security, Servers</p> <p>Category 2: Wireless LAN Accessories, 10G Fiber and 1G Fiber Optic Transceivers</p> <p>Category 3: Enterprise Storage, Hard Drives/Data Storage Drives</p> <p>Category 4: Microsoft 365 Licensing</p> <p>Category 5: Azure Cloud Subscriptions</p> <p>Category 6: Software (Enterprise), Software (Backup), Software (Other)</p> <p>Category 7: DGR Systems Standard Hourly Services, Packaged Services, and Staff Augmentation Services.</p>

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A, however if a services solution requires this hardware, we can provide it. We however do not yet have an online product catalog.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A, however if a services solution requires this hardware, we can provide it. We however do not yet have an online product catalog.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A, however if a services solution requires this hardware, we can provide it. We however do not yet have an online product catalog.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	DGR Systems provides software implementation, hardware installation, support, assessment, training, services related to the purchase of the equipment or software described in Lines 74-77 above.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input checked="" type="radio"/> Yes <input type="radio"/> No	DGR Systems primarily provides services in the areas of security, cloud, network and data. This has been an area of deep expertise of DGR Systems for many years.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	N/A, bidding for Category 2.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	N/A, bidding for Category 2.
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	N/A, bidding for Category 2.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	N/A, bidding for Category 2.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input checked="" type="radio"/> Yes <input type="radio"/> No	DGR Systems is highly certified in cybersecurity and provides services such as risk assessments, program strategy, zero trust, skills and training, threat vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery. DGR Systems is a certified Microsoft Security and Modern Work solutions provider and holds many other security designations from top OEMs. DGR Systems is a recognized leader in this space and is often called upon as a subcontractor by larger multibillion dollar integrators who need services for their clients.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	<input type="radio"/> Yes <input checked="" type="radio"/> No	DGR Systems does not have deep expertise in physical security, video management, etc. We are very open and honest about services we are most excellent at and will not sign up for work we cannot perform at the highest level on.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	DGR Systems is highly certified in providing cloud related services such as IaaS, PaaS and SaaS, and strategy, design, migration, deployment and managed cloud solution. DGR systems is a certified Microsoft Cloud Solution Provider. DGR Systems is a recognized leader in this space and is often called upon as a subcontractor by larger multibillion dollar integrators who need services for their clients.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input checked="" type="radio"/> Yes <input type="radio"/> No	DGR Systems is highly certified in providing network services such as edge computing, SD-WAN and LAN and data center networking. DGR Systems is the fastest growing Fortinet partner in the southeast. DGR Systems is a recognized leader in this space and is often called upon as a subcontractor by larger multibillion dollar integrators who need services for their clients.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DGR Systems is highly certified in providing data services such as data modernization, data backup, data storage, and assessment validation, production, and management of AI and machine learning solution.</p> <p>DGR Systems is a certified Cohesity data backup Professional Services provider (one of two in the Southeast). DGR Systems is also a Microsoft AI solutions provider and holds many other designations from top OEMs.</p> <p>DGR Systems is a recognized leader in this space and is often called upon as a subcontractor by larger multibillion dollar integrators who need services for their clients.</p>
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DGR Systems is highly certified in solutions such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security product, network infrastructure and server room technology.</p> <p>DGR Systems is a certified Microsoft Security and Modern Work solutions provider and holds many other security designations from top OEMs such as Fortinet, Cohesity and more.</p> <p>DGR Systems is a recognized leader in this space and is often called upon as a subcontractor by larger multibillion dollar integrators who need services for their clients.</p>

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	<p>Zero-trust is a cybersecurity framework that assumes no trust within the network, even among internal entities. Instead, it verifies everyone and everything trying to connect to the systems before granting access. DGR Systems approaches a zero-trust project with a proven methodology including but not limited to the following:</p> <p>Identity Verification: Implement strong identity and access management (IAM) solutions to ensure that users and devices are authenticated securely. Use multi-factor authentication (MFA) to add an extra layer of verification.</p> <p>Micro-Segmentation: Divide the network into smaller segments, limiting lateral movement for potential attackers. Apply access controls based on user roles, devices, and other contextual factors. Least Privilege Principle:</p> <p>Limit user and system access only to the resources necessary for their specific roles. Regularly review and update access permissions based on job functions.</p> <p>Continuous Monitoring: Employ continuous monitoring tools to detect unusual or suspicious activities in real-time. Utilize behavioral analytics to identify patterns indicative of potential security threats.</p> <p>Encryption: Encrypt data both in transit and at rest to protect sensitive information. Implement strong encryption protocols for communication channels.</p> <p>Device Trustworthiness: Assess the security posture of devices seeking access, ensuring they comply with security policies. Consider implementing device health checks and compliance checks.</p> <p>Security Automation: Leverage automation for routine security tasks, reducing the likelihood of human error. Use threat intelligence feeds to update security policies dynamically.</p> <p>User Education and Awareness: Conduct regular security awareness training for Sourcewell members to promote a security-conscious culture. Encourage reporting of suspicious activities and provide clear incident response procedures.</p> <p>Endpoint Security: Deploy advanced endpoint protection solutions to secure devices and prevent malware infections. Keep endpoints updated with the latest security patches.</p> <p>Incident Response Plan: Help Sourcewell members to develop a comprehensive incident response plan to quickly address and mitigate security incidents. Regularly test and update the incident response plan to account for emerging threats.</p>
91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	<p>The National Institute of Standards and Technology (NIST) provides a widely recognized framework for improving cybersecurity posture known as the NIST Cybersecurity Framework (CSF). The framework is designed to help organizations manage and reduce cybersecurity risks. It consists of five core functions: Identify, Protect, Detect, Respond, and Recover. DGR Systems can deliver cybersecurity solutions in accordance with each function of the NIST framework by providing consulting services to Sourcewell members and meeting them where they are. We do not seek to take over a clients' entire security journey, but we can assist them with any and all phases that they need assistance with including providing an initial pre-assessment and road mapping workshop. DGR Systems is experienced in helping clients use the tools they already own and have access to (like M365 G3 licensing) to close security gaps and improve their overall security posture. DGR Systems can help clients decide if licensing upgrades are necessary and can often provide ways for clients to save money with bundles versus buying additional licensing ala cart.</p> <p>1. Identify: Asset Management: Conduct an inventory of all assets, including hardware, software, data, and personnel. Categorize assets based on their criticality to the organization.</p>

		<p>Risk Assessment: Assess and prioritize cybersecurity risks based on the potential impact on business operations. Identify vulnerabilities and threats relevant to the organization.</p> <p>Governance: Establish and communicate cybersecurity policies and procedures. Define roles and responsibilities for cybersecurity within the organization.</p> <p>2. Protect: Access Control: Implement and enforce access controls based on the principle of least privilege. Use multi-factor authentication to enhance access security.</p> <p>Data Security: Encrypt sensitive data, both in transit and at rest. Regularly backup critical data and ensure secure storage.</p> <p>Training and Awareness: Provide regular cybersecurity training for employees. Raise awareness about social engineering attacks and best security practices.</p> <p>3. Detect: Continuous Monitoring: Deploy monitoring tools to detect and analyze cybersecurity events. Establish baselines for normal network behavior and promptly identify anomalies.</p> <p>Incident Detection: Implement intrusion detection and prevention systems. Use security information and event management (SIEM) solutions for log analysis.</p> <p>4. Respond: Incident Response Plan: Develop and maintain an incident response plan. Establish an incident response team and define their roles and responsibilities.</p> <p>Communication: Establish communication protocols for reporting and responding to incidents. Communicate with relevant stakeholders during and after an incident.</p> <p>Mitigation: Take immediate action to contain and mitigate the impact of a cybersecurity incident. Identify and address the root cause to prevent future occurrences.</p> <p>5. Recover: Backup and Recovery: Regularly backup critical data and systems. Develop and test a comprehensive data recovery plan.</p> <p>Improvement Planning: Conduct a post-incident analysis to identify areas for improvement. Update cybersecurity policies and procedures based on lessons learned.</p> <p>Coordination with External Parties: Collaborate with law enforcement, vendors, and other external parties as needed. Share threat intelligence to strengthen collective cybersecurity defenses.</p> <p>By aligning your cybersecurity efforts with the NIST framework, you can establish a structured approach to identifying, protecting, detecting, responding to, and recovering from cybersecurity threats. Regularly review and update your cybersecurity measures to adapt to evolving threats and organizational changes.</p>
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	DGR Systems holds expert level certifications with many OEMs, most notably Microsoft Security, Cohesity, and Fortinet.

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	<p>Supporting solutions in the cloud requires foundational IT governance to ensure that the services are deployed, supported, and managed in a way that is functional, secure, and compliant for the organization. Given the challenges around effective IT solution delivery, the very real security threats that target IT solutions, and the need for enhanced compliance of data associated with the healthcare industry, it is imperative that these governance models be established at the onset of the deployment of these solutions. The baseline foundational IT governance models that should be provided include:</p> <ul style="list-style-type: none"> • Persona / Application Matrix • Security Plan / Policies • Governance Plan Policies • IT Support & Management Plan <p>The initial deployment of IT cloud services should account for the broader, long-term vision of the organization, but should be laser-focused on the current needs of the client. Building the baseline service structure with the long-term goals in mind allows for flexibility and faster time-to-deployment for future initiatives.</p>
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	<p>DGR Systems can deploy solutions in any cloud-based environment (private, community, public, hybrid). DGR Systems maintains expert level experience with Microsoft's Azure and has some experience with other cloud providers such as AWS and Google.</p> <p>For many clients DGR Systems has provided foundational cloud start up solutions that put security top of mind. The Microsoft 365 solution stack provides foundational IT solutions to meet the needs of organizations of all types, including solutions for identity and access management, core collaboration needs, file management and sharing, enhanced security and compliance, and various other functions common to information technology service delivery.</p>

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	N/A
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	N/A

Table 18: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - DGR Systems Financial Strength.pdf - Tuesday December 19, 2023 12:26:23
- [Marketing Plan/Samples](#) - DGR Systems 2023 Public Sector Brochure.pdf - Tuesday December 19, 2023 12:38:24
- [WMBE/MBE/SBE or Related Certificates](#) - DGR Systems Diversity Certificates and COI.pdf - Tuesday December 19, 2023 12:27:05
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - DGR Systems Sample Cloud and Security Services.pdf - Tuesday December 19, 2023 12:29:45
- Requested Exceptions (optional)
- [Upload Additional Document](#) - DGR Systems Marketing Information.zip - Tuesday December 19, 2023 12:59:08
- Pricing - Category 1 (optional)
- [Pricing - Category 2](#) - DGR Systems Pricing Response.xlsx - Tuesday December 19, 2023 12:28:15
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amanda Dugger, CEO, DGR Systems, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Southeast LLC 4211 W Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813-984-3200 FAX (A/C, No): E-MAIL ADDRESS: certificates@bks-partners.com
INSURED DGR Systems LLC 4301 W Boy Scout Blvd, Suite 170 Tampa FL 33607	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Lt INSURER B: Hartford Casualty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
License#: L002281 DGRSYST-01	NAIC # 11000 29424

COVERAGES**CERTIFICATE NUMBER:** 334100054**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	21SBMVL4137	3/6/2025	3/6/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		21SBMVL4137	3/6/2025	3/6/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21SBMVL4137	3/6/2025	3/6/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	21WECAB2QHJ	3/6/2025	3/6/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Data Privacy and Network Security Liability			21SBMVL4137	3/6/2025	3/6/2026	Each Wrongful Act Aggregate Retention \$2,000,000 \$2,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime - Hiscox Ins Co - Policy #UC2530426525: - Effective Dates: 3/6/2025-3/6/2026
Employee Theft: \$3,000,000 - Deductible: \$25,000
Inside Premises: \$3,000,000 - Deductible: \$25,000
Outside Transit: \$3,000,000 - Deductible: \$25,000
Claim Expense: \$5,000 - Deductible \$N/A

Excess Professional/Data Privacy and Network Security - Scottsdale Indemnity - Policy #: 21KDEPP1CRK - Effective Dates: 3/6/2025-3/6/2026; Maximum Aggregate: \$3,000,000
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Polk County
A Political Subdivision of the State of Florida
330 W. Church Street
Bartow FL 33830

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY The Baldwin Group Southeast LLC		NAMED INSURED DGR Systems LLC 4301 W Boy Scout Blvd, Suite 170 Tampa FL 33607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Professional/Data Privacy and Network Security - Lloyds, Underwriters at Lloyds - Policy #: 21KGMT5GVO - Effective Dates: 3/6/2025-3/6/2026;
Maximum Aggregate: \$5,000,000
Polk County, A Political Subdivision of the State of Florida is included as Additional Insured with respect to General Liability (Ongoing and Completed Operations) and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policies. A Waiver of Subrogation in favor of the Polk County, A Political Subdivision of the State of Florida applies to General Liability and Workers Compensation if required by written contract, and subject to terms, conditions, and exclusions of the policies. Umbrella Liability policy follows form over General Liability, Auto Liability and Workers Compensation/ Employers Liability subject to terms, conditions, and exclusions of the policies.

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 21 WEC AB2QHJ

Endorsement Number:

Effective Date: 03/06/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: DGR SYSTEMS LLC

4301 W BOY SCOUT BLVD STE 170
TAMPA FL 33607

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative