

Request for Proposals (RFP)

RFP – 17-056-POL

for

Alarm Monitoring Services

Proposal by

Rich Cowan

Dynamark Security Centers

Town of Paradise Valley
Attn: Duncan Miller, Town Clerk
6401 East Lincoln Drive
Paradise Valley, AZ 85253

Dear Mr. Miller

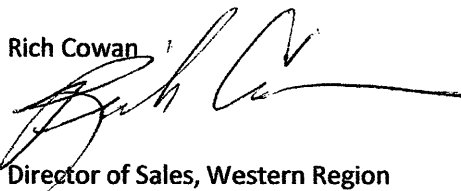
Please allow this letter to confirm Dynamark's interest in assisting Paradise Valley with the monitoring of their subscribers.

This proposal will be binding for 180 days from the opening date as specified in the RFP.

The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to the Proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any materials facts.

Sincerely,

Rich Cowan

A handwritten signature in black ink, appearing to read 'Rich Cowan', with a long horizontal flourish extending to the right.

Director of Sales, Western Region

Dynamark Security Centers

rcowan@dynamarkmonitoring.com

609.760.0233

Dear Peter Wingert,

Thank you for the opportunity to bid on the monitoring services by the Paradise Valley PD.

We are excited to review your needs and feel we have come up with a dynamic solution for you that fill all of your needs and continue to allow you to monitor your accounts.

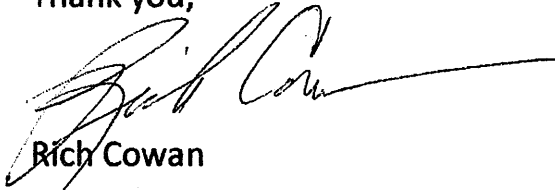
A basic overview is that the signals are rerouted to our central station where they are received, coded by our receivers and then pushed back to ***your dispatch area*** for you to handle the exact same way you always have!

It actually makes many of the concerns in this RFP not applicable.

There is a small investment to get set up but on-going fees are dramatically lower as your personnel are handling the signals.

There are many different ways to have tried to solve the PV monitoring issue but we are confident this is by far the least intrusive for your home owners and the least disruptive in your policies on how you handle alarms.

Thank you,



Rich Cowan

As we believe we have a unique solution for your monitoring needs I will give a description here then answer the questions by section as many are not applicable with our solution.

Dynamark Monitoring, Inc. can segregate all accounts for Paradise Valley into a separate Monitoring Group within our automation platform. All signals received for this group could then report to a Paradise Valley supplied PC at Paradise Valley PD that will have a local client for our automation software loaded onto it. Signals will be received by our UL, FM, IQ, and TMA 5 Diamond Central Station and then forwarded to Paradise Valley via secured VPN provided by Paradise Valley. Paradise Valley will handle all signals once received, as they do now. We will have webinars to review screens that your dispatchers will see to help them understand any difference from the way the signals show now.

2.1 As the signals are being sent to PVPD response time should remain the same as you have now. There is no significant time difference for electronic signals to be received by Dynamark and redirected to PVPD. As our dispatcher do not touch the alarms they don't matter (although they are 5 diamond trained).

We are currently able to provide ASAP and we can move to that when you are ready.

2.2 Our receivers are never down. AS stated before we are UL, FM, IQ certified and TMA 5 Diamond n Fact Keith Godsey our Senior Vice President was recently named Central Station Manager of the Year by The Monitoring Association.

2.3 We are more than happy to sign an NDA to help you confirm our confidentiality. Data can be entered by PV personnel or Dynamark can to this for you. Updates can be done by PV or our personnel. All data is protected by the latest Sonic Wall and all Dynamark associates have been vetted with background and drug screening checks, they are all licensed through the Maryland State Police.

Data only shows when alarm screens, which in your case will only happen in PV.

If any data was needed to be printed, for an unforeseen reason, all printed data is shredded monthly.

2.3 PVPD will be handling alarms so nothing should change.

Section 3 As alarms are handled by PV there is no change to how you handle or your procedures regarding any of this section.

Section 6 Please see above.

6.1.2 See form 1.

6.1.3 There are no issues.

6.1.4 Dynamark currently monitors for over 70,000 accounts nationwide.

The Average length of time these accounts have been monitored is 5+ years.

We monitor over 400 Alarm companies. The smallest number of accounts we have monitored over the last 5 years is 10,000 and we reset our central prior to that so at ten the smallest number was 0.

Dynamark as an organization has been in business for 40 years.

6.1.5 none.

6.1.6 We are well insured and will provide upon winning the bid.

6.1.7 See form 3

6.2.1 See form 4.

6.2.2 The key personnel for this are key contacts;

Rich Cowan, Director of Sales, Western Region, 14 years in central station industry

Keith Godsey, Senior Vice President, over 20 years in central station operations

Wayne E. "Trey" Alter III, President CEO, over 15 years in Central station management.

6.2.3 We have no conflicts and no subcontractors in this effort.

6.3.1 As the project manager I live in Gilbert, AZ. The Central is located in Hagerstown MD. There is no reason for the central to be located in the valley, in fact it is arguable it is better if not located here. I am local to handle any day to day issues although again how we are proposing to handle this once set up signals are handled by PV. By having your central out of area it avoids any winds/monsoons/dust storms that could affect a local operation. Also in the extremely highly unlikely event that a criminal element were to gain access to data (*bad example that never happens but to prove a point*) they are not likely to board a plane to rob a residence where in the same highly unlikely situation they could drive across town.

6.3.2 Same as above;

Dynamark Monitoring, Inc. can segregate all accounts for Paradise Valley into a separate Monitoring Group within our automation platform. All signals received for this group could then report to a Paradise Valley supplied PC at Paradise Valley PD that will have a local client for our automation software loaded onto it. Signals will be received by our UL, FM, IQ, and TMA 5 Diamond Central Station and then forwarded to Paradise Valley via secured VPN provided by Paradise Valley. Paradise Valley will handle all signals once received, as they do now. We will have webinars to review screens that your dispatchers will see to help them understand any difference from the way the signals show now.

We believe we are the only responder to your RFP that can offer this kind of answer to your needs. We have no interest in handling the service for your customers. We do not need to intercept your signals, thus slowing down the process, nor do we need to teach you to do things "our way. After the initial set up costs our pricing is a extremely cost competitive option. We can do this because I am not investing any of my personnel to handle the alarms.

6.3.3 As discussed above we are ready to do this now. When you are ready we can help.

6.3.4 As stated before;

All data is protected by the latest Sonic Wall and all Dynamark associates have been vetted with background and drug screening checks, they are all licensed through the Maryland State Police.

Data only shows when alarm screens, which in your case will only happen in PV.

If any data was needed to be printed, for an unforeseen reason, all printed data is shredded monthly.

6.3.5 We are on the BOLDnet platform and have redundancy within the building as well as Bold's redundancy in CO. We are a TMA 5 Diamond, UL, FM and IQ certified central station.

6.3.6 The secure method of signal transfer will be seamless as it will be handled at the PVPD. We are ready to set up ASAP to PSAP now and will be able to help you with transition.

6.3.7 No change as you are handling the alarms.

6.3.8 We will not be interfacing with the customers so no change as you will handle these requests.

6.3.9 We have the ability to handle and signal that you currently service.

6.3.10 Again the signals will be handled the same way you have to date. Log-only etc.

6.3.11 Training will be via webinar and or on site to get your personnel comfortable with how our screens look. Alarms response is up to your procedures.

6.3.12 Data entry of approximately 400 accounts done by my personnel should be less than three weeks. While this is being done we would be adding the separate monitoring group. Allowing for VPN set up training and testing it should take no more than 8 weeks. Add two weeks for phone line resporg.

6.3.13 there is no change for your subscribers, the alarms are still being handled by PVPD and they will call you for false alarms, service etc.

6.4 This will still be provided by your personnel.

6.5 See form 5

FORM 1: STATEMENT OF ORGANIZATION

1. Proposer Richard Cowan	
Full Legal Name of Business:	Dynamark Security Centers
Principle Business Address:	525 Northern Ave. Hagerstown, MD 21742
Principle Phone Number:	855.875.7233
Local Business Address:	3135 E Vallejo DR Gilbert AZ 85298
Local Business Contact Person:	Rich Cowan
Contact Person Email Address:	rcowan@dynamarkmonitoring.com phone 609.760.0233
Type of Organization (legal form – corporation, joint venture, sole proprietorship, etc.): (If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member.)	Corporation
Is the Proposer a wholly owned subsidiary of another company? If yes, identify the parent company.	Not a subsidiary
Tax ID #	27-5359765
Is the Proposer authorized to do business in the State of Arizona?	Yes
BTR License #, GSA certificate (if applicable)	BTR #18720-0
Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:	
a. Richard Cowan	
b. Keith Godsey	
c. Trey Alter	

2. Subcontractors		
List of all firms associated with this Proposal:		
Name	Address	Area of Responsibility
<i>None</i>		

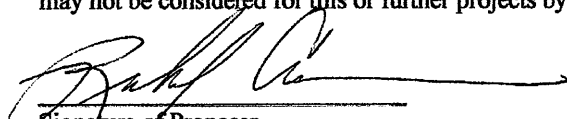
Required Attachments to Form 1:

1. Any statements regarding debarment, suspension (as described in Section 6.1.3)
2. Financial Statement (as described in Section 6.1.4)
3. Litigation History (as described in Section 6.1.5)

FORM 2: CERTIFICATE OF INSURABILITY

By submitting a proposal, the submitting Proposer certifies that it is fully aware of the Insurance Requirements contained in the RFP. Furthermore, the Proposer assures the Town of Paradise Valley that it is able to produce the insurance coverage required should it be selected for award of the Agreement.

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for this or further projects by the Town of Paradise Valley.


Signature of Proposer

Richard Cowan

Printed Name

Dynamark Security Centers

Company Name

11/2/17

Date

Required Attachments to Form 2:

Attach any history of insurance cancellation (section 6.1.6)



DYNAM-8

OP ID: CA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2017

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 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 Keller Stonebraker Ins. (HG) 1120 C Professional Court P.O. Box 609 Hagerstown, MD 21741-0609 John A. Latimer, IV	CONTACT NAME: John A. Latimer, IV	
	PHONE (A/C, No, Ext): 301-733-2530	FAX (A/C, No): 301-791-1478
INSURED Dynamark Monitoring, Inc. 525C Northern Avenue Hagerstown, MD 21742	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied World Surplus Lines Ins	
	INSURER B: Selective Insurance Company	
	INSURER C: Philadelphia Insurance Co.	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
19259		
23850		

COVERAGES

CERTIFICATE NUMBER:

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 <input checked="" type="checkbox"/> Errors&Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5200-0297-04	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5200-0297-04	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			5201-0528-01	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	N/A	WC9035265	03/31/2017	03/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

(For Informational Purposes Only)

CERTIFICATE HOLDER

CANCELLATION

DYNAM-9 Dynamark Monitoring, Inc. 525C Northern Ave. Hagerstown, MD 21742	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

FORM 3: ACKNOWLEDGEMENT OF ADDENDA

By submission of this Proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

[illegible]

FORM 4: EXPERIENCE

Required Attachments to Form 4:

1. Experience – operations and training (as described in Section 6.2.1)
2. Key Personnel – organization chart (as described in Section 6.2.2)
3. Statement of Independence (as described in Section 6.2.3)

REFERENCES

Please provide references of firm (public, private or government) contracting with the Proposer for similar services:

1.	Name of Contracting Agency:	Wired-up
	Address:	251 Jennifer Dr Cottonwood, AZ 86326
	Phone Number:	Phone number (928) 282-6151
	Contact Person:	Adam Thompson / Jeff Summers
	Year Contract or Relationship Initiated:	2015
	Number of Alarm Accounts Served:	over 1100
	Description of Relationship/ Service provided to or from Reference	We are their third party monitoring station

2.	Name of Contracting Agency:	Life Safety Management
	Address:	2017 Corporate Drive Boynton Beach, FL 33426
	Phone Number:	(800) 330-1158
	Contact Person:	Chris Ruzika
	Year Contract or Relationship Initiated:	2011
	Number of Alarm Accounts Served:	1500
	Description of Relationship/ Service provided to or from Reference	Third party monitoring

3.	Name of Contracting Agency:	Atlantic Security
	Address:	19741-G Leitersburg Pike Hagerstown, MD 21742
	Phone Number:	(301) 797-7700
	Contact Person:	Rick Toms
	Year Contract or Relationship Initiated:	2011
	Number of Alarm Accounts Served:	3700
	Description of Relationship/ Service provided to or from Reference	Third party monitoring

4.	Name of Contracting Agency:	Dynatek, Inc.
	Address:	11124 E. 28Th Street, North #102 Wichita, KS 67226
	Phone Number:	(316) 652-0160
	Contact Person:	Stephanie Cooksey
	Year Contract or Relationship Initiated:	2012
	Number of Alarm Accounts Served:	3900
	Description of Relationship/ Service provided to or from Reference	third party monitoring.

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm or person, and that the contents of this RFP have not been communicated to any other firm, or the media, prior to the official award of this contract. Additionally, the undersigned affirms that the firm is willing to submit to a Dun and Bradstreet or similar evaluation and additional scrutiny of person(s) designated for a position working within the Paradise Valley Police facility.

Signature: [Signature] Title: Director of Sales

Typed Name: Richard Cowan

Company Name: Dynamark

Phone No.: 609-760-0233 Fax No.: _____

Email: rcowan@dynamarkmonitoring.com

Bid Address: 525 Northern Ave. Hagerstown, MD 21742

Federal Tax ID No.: 27-5359765

Arizona State BTR Alarm License No. #18720-0

Date: 11/16/2017

PLEASE INDICATE THE NAME AND EMAIL ADDRESS OF THE DESIGNATED POINT OF CONTACT (POC) FOR THIS RFP RESPONSE.

Name: Rich Cowan Email: rcowan@dynamarkmonitoring.com



Dynamark Monitoring, Inc.
525 Northern Avenue
PO Box 2070
Hagerstown, Maryland 21742

This AGREEMENT is made this _____ Day of _____, _____ by and

Between **DYNAMARK MONITORING, INC.** henceforth referred to as
DYNAMARK in this agreement, and

Dealer _____
Contact: _____
Physical Address _____
City _____ State _____ ZIP _____
Mailing Address _____
City _____ State _____ ZIP _____
Telephone _____ FAX _____
Email address: _____ Website: _____

Type of Dealer (please check all that apply): ☐ Wholesale ☐ Partner ☐ SEP Program

Will you be activating accounts with Alarm.com using Dynamark's hybrid pricing program (we pay the bill and the dealer pays us) or do you prefer to pay the bill yourself?

☐ Dynamark Hybrid Pricing ☐ My Own Pricing

I have read, I understand, and I will comply with the policies, terms, and conditions as contained within the Monitoring Agreement.

DYNAMARK

DEALER

Print or Type Name

Print or Type Name

Title

Title

Signature

Signature

Date

Date

Master Monitoring Agreement

1. **DESCRIPTION OF SERVICES PROVIDED:** Dynamark agrees to provide monitoring services as hereinafter set forth for the alarm system(s) installed by Dealer at the premises of Dealer's customers, hereinafter collectively and singularly referred to as "Customer".
2. **TERM, PAYMENT, RENEWAL, TERMINATION:**
 - (a) In consideration of the monitoring services provided, Dealer shall pay to **Dynamark**, in advance, a monitoring service charge for each of Dealer's systems connected to **Dynamark's** monitoring equipment in accordance with the terms, rates and charges set forth on Schedule "1" attached hereto for a period of _____ from the date the first Dealer account is activated under this Agreement. Except as permitted by the provisions of Section 6, **Dynamark** agrees that it will not change the rates and charges set forth in Schedule "1" during the first _____ from the date the first Dealer account is activated under this Agreement.
 - (b) After the initial term this Agreement shall continue from month to month unless either party notifies the other of its intention to terminate this Agreement by giving not less than _____ written notice.
 - (c) Dealer shall be solely responsible for the installation of any telephone company service or equipment necessary to transmit signals from Customer to **Dynamark** and in addition, shall pay to **Dynamark** all charges made by any telephone company or other utility to **Dynamark** for telephone lines or equipment transmitting signals between Customer's protected premises and **Dynamark's** Central Station. Dealer acknowledges that signals are transmitted over telephone company signal channels and Internet Service Provider networks, which are wholly beyond the control and jurisdiction of **Dynamark** and are maintained and serviced by the applicable telephone company or provider.
 - (d) In the event either party shall terminate this Agreement pursuant to Paragraph 2(b) of this Agreement, then and in that event, Dealer shall disconnect all of its alarms from **Dynamark's** signal receiving equipment within thirty (30) days from the date of notice of termination. During this thirty (30) day period, Dealer shall continue to pay to **Dynamark** the monitoring service charge for each alarm system monitored by **Dynamark**. At the end of this thirty (30) day period, **Dynamark** may, at its option, continue to monitor those systems still connected to its signal receiving equipment or terminate the monitoring services after giving ten (10) days written notice to Dealer and the Customers still connected. **Dynamark** will continue billing Dealer, and Dealer shall be obligated to pay, for any cancelled account still transmitting signals to the central station.
 - (e) If Dealer fails to disconnect all Customers from **Dynamark's** monitoring facilities within the time limits set forth in this Agreement, Dealer authorizes **Dynamark** to take such action as may be necessary to disconnect Customer's systems from **Dynamark's** monitoring facilities.
3. **SERVICES PROVIDED:** **Dynamark** agrees to monitor without liability, and not as an insurer, the signals of alarm system(s) installed by Dealer. If, in the opinion of **Dynamark**, use by the Dealer or Customer adversely affects the use of the monitoring equipment, this Agreement may be terminated thirty (30) days following written notice to Dealer. Dealer agrees that **Dynamark's** maintenance obligation hereunder relates solely to the maintenance and operation of the monitoring equipment in **Dynamark's** central office, and that **Dynamark** is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system, or any device or devices of Dealer or Customer.
4. **ALARM NOTIFICATION:** **Dynamark**, upon receipt of a signal from Customer's premises, shall make every reasonable effort to respond in the manner set forth in the Customer's Alarm System Monitoring Agreement. **Dynamark** may discontinue any particular type of response, if required to do so by any governmental authority,
5. **FALSE ALARMS:** In the event an excessive number of false alarms are caused by Customer's and/or Dealer's

carelessness, malicious action or accidental use of the alarm system, **Dynamark** may at its sole discretion deem same to be a material breach of contract on the part of Dealer and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon giving ten (10) days written notice to Customer and Dealer. **Dynamark's** excuse from performance shall not affect its rights to recover damages from Dealer or to continue to provide services for other Customers of Dealer. In the event a fine, penalty or fee is assessed against **Dynamark** by any governmental or municipal agency as a result of any alarm originating from Customer's premises, Dealer agrees to forthwith reimburse **Dynamark** for same.

6. **TAXES; UTILITY CHARGES:** Dealer agrees to pay any and all sales, use, business taxes or personal property taxes imposed by any Municipal, State and/or Federal authorities in connection with the services to be performed by **Dynamark**, and Dealer agrees to hold **Dynamark** harmless from and to indemnify **Dynamark** against, any claim for the foregoing. Dealer acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any.
7. **PERMITS/LICENSES:** Dealer represents that it has secured whatever permission, permits or licenses that may be necessary from local, governmental or insurance authorities for the installation, service and monitoring of the alarm system(s).
8. **PARTIES' DUTIES:**
 - (a) Dealer shall provide to **Dynamark** a complete copy of Dealer's Alarm System Monitoring Agreement which is attached hereto as Schedule "2". **Dynamark** shall approve the contract prior to providing any monitoring service. **Dynamark** shall have no obligation to provide monitoring service until (i) **Dynamark** has received and approved said fully executed Agreement and all necessary Customer notification information; and (ii) test signals have been received and accepted by **Dynamark**. Dealer shall not alter, amend, cancel, or otherwise change the terms of Dealer's Alarm System Monitoring Agreement without prior written consent and without delivering to **Dynamark** a copy of the amendment or change.
 - (b) Dealer warrants and represents that it has contracts with its Customers containing language suitable and in accordance with industry standards. Dealer further warrants that Dealer's Contract does not violate any State or Federal Law.
 - (c) Dealer agrees to furnish to **Dynamark** all changes, revisions, and modifications to the Customer notification information either:
 - (i) In writing to **Dynamark**;
 - (ii) Dealer updates information via Dynalink
 - (d) All equipment installed by Dealer to transmit signals to the monitoring equipment of **Dynamark** shall be compatible with **Dynamark's** monitoring equipment.
 - (e) Dealer shall keep in full force and effect, general liability and errors and omissions insurance covering the operations of Dealer in the minimum amount of \$1,000,000. Dealer shall provide **Dynamark** with certificates of insurance evidencing such coverage if requested by **Dynamark**, and shall further arrange with the insurance carrier that the insurance carrier will notify **Dynamark** of any cancellation or change in coverage.
9. **INTERRUPTION OF SERVICE:** **Dynamark** assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of phone service or internet, acts of God, or for any other cause beyond the control of **Dynamark** and **Dynamark** will not be required to supply monitoring service to Dealer and Customer while such cause may continue.
10. **SUSPENSION OR CANCELLATION OF SYSTEM:** This Agreement may be suspended or cancelled, without notice at the option of **Dynamark**, if **Dynamark's** or Customer's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event **Dynamark** is unable to render service as a result of any action by any governmental authority.

11. **DELINQUENCY; RECONNECT CHARGES:** In the event any payment due hereunder is more than thirty (30) days delinquent, Dynamark may impose and collect from Dealer a delinquency charge at the rate of 1.5% per month but not in excess of the maximum rate permitted by Maryland law as of the date of this Agreement. If the monitoring service is discontinued because of Dealer's past due balance, and if Dealer desires to reestablish monitoring service, Dealer shall pay in advance to Dynamark all past due amounts
12. **DEFAULT BY DEALER:** If Dealer fails to pay the monthly monitoring fee within thirty (30) days from the billing date or fails to pay any other amount herein provided within thirty (30) days after the same is due and payable, or if Dealer fails to perform any other provisions hereof within ten (10) days after Dynamark has requested in writing performance thereof, Dynamark shall have the right but shall not be obligated to exercise any one or more of the following remedies:
- (a) Recover the existing amounts due from Dealer or Customer and continue to provide monitoring service, in which case Dynamark shall be entitled to recover, in addition, the periodic amounts due under the contract for said services from Dealer or directly from Customer;
 - (b) Discontinue monitoring service upon giving ten (10) days written notice to Customers and Dealer;
 - (c) Recover from Dealer all sums Dynamark may be entitled to under the law;
 - (d) Exercise any and all other remedies available at law or equity including, but not limited to, seeking actual damages it has incurred. Dynamark shall also be entitled to recover all reasonable collection expenses, court costs and attorney fees.

Discontinuance of monitoring services due to Dealer's default shall not be considered to constitute a breach by Dynamark of this Agreement or a waiver by Dynamark of any of its rights or ability to recover damages.

13. **DYNAMARK MONITORING IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:** It is understood and agreed that Dynamark is not an insurer, that insurance shall be obtained by the Dealer, that the payments provided for herein are based solely on the value of the monitoring service as set forth herein and are unrelated to the value of Dealer's or Customer's property, Dynamark makes no guarantee, representation or warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose; The services provided by Dynamark are designed to reduce, but not eliminate certain risks of loss and Dynamark does not represent or warrant, expressly or implied, that the services provided will avert or prevent occurrences or the consequences thereof which the System or service is designed to detect or avert. Dealer acknowledges that it is impractical and extremely difficult to fix the actual damages, including property loss, personal injury or death, if any, which may be proximately the result of Dynamark negligence, a failure to perform any of the obligations herein, or the failure of the monitoring service or equipment to properly operate, with resulting loss to Customer and/or Dealer because of among other things:

- (a) The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
- (b) The uncertainty of the response time of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received;
- (c) The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Dynamark's failure to perform or by its equipment to operate;
- (d) The uncertainty of any claim that might be made by Customer against Dealer or Dynamark;
- (e) The nature of the service to be performed by Dynamark.

Dealer understands and agrees that if DYNAMARK should be found liable to Dealer for loss or damage to property or persons due to Dynamark's negligence or failure of Dynamark's monitoring service or monitoring

equipment in any respect whatsoever, Dynamark's liability shall be limited to an amount not to exceed Five Hundred Dollars (500.00), and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Dynamark, its agents, assigns or employees.

14. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, including but not limited to Customer, shall make any claim or file any lawsuit against Dynamark for any reason related to Dealer's obligations pursuant to this Agreement, or for any reason relating to Dealer's provisioning of alarm service, including but not limited to the operation or non-operation of the alarm system, or any failure of Dealer's service, or relating to Dealer's negligence, Dealer agrees to indemnify, defend, and hold Dynamark harmless from any and all claims and lawsuits, including the payment of all damages, expenses, cost, and attorney's fees, whether these claims be based upon alleged intentional conduct, negligence, contribution, indemnification, or strict product liability.
15. **TRANSFER OF DATA:** Dealer agrees to provide Dynamark with a full and complete inventory of Customer's data that Dealer desires to be monitored. Dealer may provide this information via hard copy, or in electronic format. Dealer recognizes the substantial effort put forth by Dynamark in good faith to commence monitoring Dealer's Customers. Dealer hereby agrees to commence actively monitoring accounts not later than sixty (60) days from the date of the Agreement. If Dealer provides data and allows Dynamark to convert such data and for any reason chooses not to actively monitor with Dynamark Dealer agrees to reimburse Dynamark at an amount of three (\$3.00) dollars per account converted.
16. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER; ATTORNEY'S FEES:** the parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreement of the parties, and the parties rely only upon the contents of this Agreement in executing it. Only a writing signed by the parties or their duly authorized agent can modify this Agreement. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. In the event Dynamark shall file suit or maintain any legal proceedings to enforce the provisions of the Agreement, Dealer shall pay Dynamark's actual attorney's fees and court costs.
17. **GOVERNING LAW AND JURISDAICTION:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws rules.
18. **RECEIPT OF COPY:** DEALER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.
19. **DISCLAIMER OF WARRANTIES:** DYNAMARK MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE MONITORING EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR USE. DEALER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY DYNAMARK SHALL NOT BE DEEMED TO CREATE EXPRESS WARRANTY; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. DEALER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND PARTICULARLY PARAGRAPHS 13 AND 14 REGARDING DYNAMARK'S LIMITATION OF LIABILITY. DEALER ACKNOWLEDGES THAT HE HAS DISCUSSED THE FIVE HUNDRED DOLLAR (\$500.00) LIMITATION AS SET FORTH IN PARAGRAPH 13. DEALER ACKNOWLEDGES THAT HE MAY OBTAIN A HIGHER LIMITATION OF DYNAMARK'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.



CERTIFICATE OF LIABILITY INSURANCE

DYNAM-8

OP ID: CA

DATE (MM/DD/YYYY)

11/16/2017

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 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
Keller Stonebraker Ins. (HG)
1120 C Professional Court
P.O. Box 609
Hagerstown, MD 21741-0609
John A. Latimer, IV

CONTACT NAME: John A. Latimer, IV

PHONE (A/C No, Ext): 301-733-2530

FAX (A/C, No): 301-791-1478

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Allied World Surplus Lines Ins

INSURER B : Selective Insurance Company

19259

INSURER C : Philadelphia Insurance Co.

23850

INSURER D :

INSURER E :

INSURER F :

INSURED
Dynamark Monitoring, Inc.
525C Northern Avenue
Hagerstown, MD 21742

COVERAGES

CERTIFICATE NUMBER:

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 <input checked="" type="checkbox"/> Errors&Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5200-0297-04	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5200-0297-04	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5201-0528-01	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 <input type="checkbox"/> N/A		WC9035265	03/31/2017	03/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

DYNAM-9

Dynamark Monitoring, Inc.
525C Northern Ave.
Hagerstown, MD 21742

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

© 1988-2014 ACORD CORPORATION. All rights reserved.