Request for Proposals

For

City Wide Video Camera System

Release Date: November 21, 2008
Submittal Deadline: December 17, 2008
This Request for Proposals (the “RFP”) is a result of Hawkeye Security Solutions (“Hawkeye”) requesting proposals from vendors to deploy and maintain a video camera monitoring system throughout the entire seven square mile area of the City of Wilkes-Barre, Pennsylvania (the “City”). Hawkeye invites any and all possible vendors to respond and comment to this RFP.

You are encouraged to submit questions in advance of the response deadline to Louis Lau, Hawkeye’s IT Consultant, by email at info@hawkeyesecuritysolutions.com. Responses to questions submitted by potential respondents will be posted (together with the applicable question) at www.hawkeyesecuritysolutions.com/rfp_qanda.html, which we encourage you to visit during the submission period (i.e., until December 17, 2008).

Please deliver seven hard copies of your proposal and one digital copy (in Adobe PDF, Microsoft Word, Excel or PowerPoint, or HTML) saved to a CD-ROM to:

Hawkeye Security Solutions
Office 38
40 E. Market Street
Wilkes-Barre, PA 18711

All complete responses to this RFP must be received by Hawkeye not later than 10:00 a.m., EST, on December 17, 2008. All responses must be signed by an authorized, top-level officer (or similar capacity individual) of the respondent. Complete responses to this RFP received after the foregoing deadline will not be considered or reviewed. Your response must be valid for at least 120 days after the due date.

If additional information or clarification of any RFP response is required, this timing may be delayed. While Hawkeye welcomes procedural questions about this RFP, please refrain from making inquiries about the status of your proposal. Hawkeye will contact you once our evaluation is complete.

Hawkeye reserves the right to make an award or no award without further discussion of proposals received.

All respondents will be advised of the respondent that is awarded the contract issued as a result of this RFP.

Hawkeye will conduct in-depth discussions, concerning the terms and implementation of the proposals. At the end of the discussions, approximately January 7, 2009, a final selection of the vendor will be made.

Once selections are made, the selected vendor(s) may not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in the same, or any part thereof, without the written consent of Hawkeye.

Respondent agrees that all information communicated by Hawkeye shall be received for the sole and exclusive purpose of enabling you to submit a response to this RFP. The information contained in this RFP, and this RFP itself, and your response to this RFP is the property of
Hawkeye and shall not under any circumstances be disclosed, in whole or in part, to any third parties without the prior written approval of Hawkeye.

The submission and receipt of proposals does not obligate Hawkeye in any way. Hawkeye is not liable for any costs incurred by any respondent in the preparation, presentation or any other aspect of the proposal received by reason of this request, nor is Hawkeye obligated to negotiate separately with any source whatsoever in any manner necessary to serve respondent’s best interests. Hawkeye makes no representation, implied or express, that it will accept and approve any proposal submitted.

Hawkeye may, at its discretion, award a bid to a respondent for the entirety, or a part, or no part of the proposal submitted in response to this RFP.
REQUEST FOR PROPOSALS

FOR

CITY WIDE VIDEO SURVEILLANCE SYSTEM

Introduction

Hawkeye is seeking a vendor to supply, install, and maintain a video surveillance system (the “System”) within the City’s seven square mile area. The System will be comprised of a number of video cameras throughout the downtown area around the City’s two colleges, city parks, and other designated areas. The System will terminate at a central Monitoring Station in the Wilkes-Barre Police Department’s Headquarters located at 15 North Washington Street.

Background

WFWB is a non-profit corporation whose purpose was to develop a municipal wireless network for the City. Created in 2006, WFWB actively sought to partner with the City, King’s College, Wilkes University and Luzerne County, each of which are partners in WFWB and retain representation on the Board of Directors of WFWB. In early 2007, after releasing an RFI/C, WFWB chose Frontier Communications to install, maintain, and operate a dual-purpose WiFi system throughout the City (the “WiFi System”).

The WiFi System is now operational and utilizes dual radio access points. Residents, students of King’s College and Wilkes University, and City and County personnel have available for use the standard 2.4 GHz 802.11b/g WiFi network, while the City and County retain sole use of the 4.9 GHz network for public safety (including use by the System).

Hawkeye Security Solutions is a Pennsylvania non-profit corporation established to develop a significant camera network throughout the City of Wilkes-Barre. Its purpose is to create a camera system in a way which enhances the security and safety of City and County residents and visitors.

Purpose of this RFP

Hawkeye believes that the installation of a state-of-the-art surveillance system throughout the City will enhance public safety, deter crime, and act as a force multiplier for the Wilkes-Barre Police Department. The project will be divided into two (2) phases, as follows:

Phase 1 – Monitoring Station /Backend Infrastructure Design and Installation

Phase 2 – Video Camera Installation/Rollout

Required Vendor Information

Respondents must have the capability to provide the full range of required services as detailed in the Scope of Work set forth below. All proposals shall include the following information:
• With respect to your firm, provide the full legal name, street address, telephone number, facsimile number and email address for contact purposes.

• Provide a description of the organizational structure of the firm (e.g., sole proprietorship, partnership, corporation, limited liability company, joint venture with names of all participants in the joint venture), and the state in which your firm is organized.

• Whether your firm is privately held or publicly traded.

• Provide the name, street and e-mail addresses, and telephone number of your project manager/principal contact with Hawkeye.

• Provide the names and titles of the individuals who will be assigned to this project along with their resumes. Hawkeye reserves the right to approve all key personnel and to request and/or approve replacements. It should include a table of the key personnel (those who report directly to the Project Manager), including their availability throughout the engagement.

• If a team submits a proposal, designate one person as the lead or Project Manager.

• All subcontractors involved in the project must be identified. If other partners are used or needed, they shall be mentioned in the proposal.

• Provide a representative listing of clients who have received similar services as described in this RFP.

• List your top five accounts and describe the products and services you offer to those customers.

• Provide at least three references that Hawkeye may contact concerning your performance on similar contracts. Public sector references should be given priority.

• Provide key audited (if available) financial data (income statements, balance sheet, and statement of cash flows) for the past three years (2006-2008) and for the most current available quarter (as an attachment).

• If you have engaged in a merger or acquisition in the past three years, indicate so and list them, together with how those activities have impacted your core competencies or competitive advantages.

• If you are currently in the process of a pending merger or acquisition, indicate so, identify the party (-ies) and describe how this activity may impact your core competencies or competitive advantages.

**Required Certification**

By submitting a response to this RFP, you are certifying the following:

(A) that no entity or person identified (or that should have been identified) under the heading “Required Vendor Information” (a “Covered Person”):
(1) is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(2) has, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against him, her or it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) is presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (2) above;

(4) has, within a three-year period preceding this RFP, been notified of any delinquent federal or Pennsylvania taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(B) No Covered Person has, within a three-year period preceding this RFP, had one or more contracts terminated for default by any federal, state or local agency.

Respondent shall provide immediate written notice to Hawkeye if, at any time prior to contract award, you learn that the foregoing certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (A) above of this RFP exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the respondent’s responsibility. Failure of the respondent to furnish a certification or provide such additional information as requested by Hawkeye may render the respondent nonresponsive.

The foregoing certification of this RFP is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the respondent knowingly rendered an erroneous certification, in addition to other remedies available to Hawkeye, Hawkeye may terminate the contract resulting from this solicitation for default.

**Scope of Work**

Hawkeye is purchasing a City Wide Video Surveillance System (the “System”) to be deployed at various locations (including some specific locations to be defined by Hawkeye) within the City’s boundaries (see Attachment A for Proposed Video Camera Surveillance Location Map). Some specific locations in the deployment may include Wilkes-Barre Parking Authority Garages/Lots, and around city K-12 schools. The System shall consist of surveillance video cameras, wireless repeaters/fixed end equipment, and a fixed Monitoring Station to be placed in the Wilkes-Barre Police Department Headquarters. The WiFi System and Frontier Communications’ Infrastructure will be utilized for some or all portions of video transport for the System. The selected respondent will be required to furnish all labor, equipment and materials called for in this specification, resulting in a City Wide Video Surveillance System suitable for public safety use. If the respondent intends to use any sub-contractor in connection with work to be performed, the identity of each known sub-contractor should be disclosed and your “Required Certification” must also apply to each such sub-contractor. To the extent that a sub-contractor is not now
known, you are responsible for ensuring that the “Required Certification” remains true as the identity becomes known, and to immediately advise Hawkeye in writing if a disclosure is required.

Vendor Requests

- Vendor should be capable of beginning installation within 90 days after notification of selection.
- Vendor should submit a procurement, acquisition, planning and installation plan and schedule.
- Vendor should document all components in its proposal, including manufacturer, model number and specifications of hardware and software to be used. Supporting documentation should be included.
- The selected vendor will be required to provide to Hawkeye complete documentation of every aspect of the completed System. This includes software, manuals, wiring diagrams, video camera and WLAN programming, video camera field of views, programming information, wireless relay diagrams and related materials.
- Vendor should ensure that all installation personnel are appropriately licensed and all equipment is installed according to appropriate code requirements.
- Vendor is responsible for payment and acquisition of any City required permits, if any are required.
- Vendor is required to provide information regarding potential scalability of proposed System.
- Vendor will need to be willing to work closely with Frontier Communications and other representatives and agents of Hawkeye on all aspects of wireless and wired integration.

General Requirements

- Using the geographical guidelines and suggested placements provided by Hawkeye in Attachment A, the Vendor should establish appropriate locations and sightlines to ensure maximum coverage throughout the geographical area.
- The entire System shall be capable of adding components to allow for future growth without a major upgrade of components.
- Vendor will work with appropriate staff to design, manufacture and install appropriate signage for the monitored area.
- The wireless component of the System shall operate within the 4.9 GHz Public Safety frequency range.
- All critical components of the System (not including the video cameras) shall be UPS battery back up capable of, at a minimum, sustaining operations for four (4) hours after power outage.
- Vendor is responsible for the mounting and setup of all video cameras/hardware. Vendor shall also be responsible for re-locating and/or adjusting any installed video cameras/hardware if it is determined by Hawkeye following installation that another location, angle or height is appropriate.
- Monitoring Station should include all necessary furniture and mounting solutions.

System Overview/Specifications

A. Architecture: The System must be based on open distribution architecture so that existing equipment and facilities, as well as future equipment from multiple vendors, can be supported by the System. The System will integrate with Frontier Communication’s wireless/wired network that is already deployed.
   - Vendor is responsible to work with Hawkeye IT consultants and Frontier Communications personnel to determine if wired or wireless connectivity can be
accomplished using existing infrastructure. If not, Vendor is responsible for additional connectivity necessary for completion of the project.

B. Video Cameras: All video cameras should be full-featured, PTZ or fixed video cameras designed for outdoor applications and capable of recording at a minimum of 6 FPS @ 1 CIF, and a maximum of at least 15 FPS @ 4CIF. Video cameras shall be quoted with all necessary weather proof enclosures, hardware, and mounting components necessary for each location. Each video camera location should have a UPS unit to sustain connections through a power spike and, at a minimum, a ten minute outage.

- Video cameras may be mixture of high resolution, high sensitivity integral color, capable of identifying personnel, vehicle license plates and street locations; pan/tilt/zoom, fixed position, and or black and white, be either pole or surface mounted and images shall be visible in both day and night conditions.
- Considering the above requirement, video cameras shall be located to maximize line of sight and be placed in an optimal position for both day and night viewing taking into account night time lighting conditions.
- Specific video camera coverage areas will include but will not be limited to: all City parks, areas surrounding city schools, and downtown area (as well as areas deemed necessary to cover by Hawkeye and the Wilkes-Barre Police Department) including locations frequent to potential flooding and the Susquehanna River and Commons (under construction).
- Video cameras may have wireless connectivity for control of video cameras and to provide video feeds.
- Response will include provisioning for two (2) on demand “deployable” video camera systems.
- All video cameras should be programmable to provide “unmanned” monitoring and touring at all times.

C. Software: Software shall be capable of transferring facial pictures for identification, shall provide a menu of video camera locations and shall be capable of recording all video displayed on screen.

- The System should allow the stored video to be played back in the forward or reverse direction, frame by frame, and from beginning to end. Reviewed clips or still images may be zoomed in or out. The images may be printed to a printer connected to the local recorder or via network printer. Still images must be exportable as a JPEG and TIFF or acceptable equivalent file type.
- Provide necessary equipment to transfer video from digital video recorder storage to CD-RW or DVD-RW in a secure format keeping the integrity of video stream to meet chain of evidence requirements.
- The System shall have local and remote network accessibility allowing video camera selection and viewing for authorized staff. Remote viewing may be provided using encrypted, secure Internet technology.
- Appropriate security measures to prevent unauthorized access should be provided in the proposal.

D. Monitoring Station Requirements:

- Monitoring Station to be placed in designated area of Wilkes-Barre Police Department Headquarters, an area of approximately 700sq ft of space.
- Should be able to view a minimum of eight video cameras and up to 30 video cameras at a time on a single flat screen monitor.
o Flat screen monitors (3 or 4 - 42” or larger LCD screens plus additional workstation size monitors 20-24”) to provide multiple views of multiple video cameras simultaneously within the Monitoring Station.

o Provide selectable, remote control of all video cameras.

o Provide adequate digital video recorder archival storage to record all video camera signals for 7 days.

o Provide all necessary hardware and software to remotely monitor and control video cameras at the Monitoring Station.

o In addition to the operational workstation, provide all necessary equipment for two additional workstations, including furniture, capable of viewing and controlling video images and video camera operations.

o Additional pricing for subsequent workstations (possibly offsite) and connectivity for remote viewing of the video cameras.

o The System should be capable of accepting and displaying network feed video from existing and future security video systems.

o Monitoring Station should provide notification of video camera/network outages to facilitate proper mitigating response from vendor as per warranty/service agreement.

o The Vendor should provide monitoring staff options (outsourced or contracted) and provide full details of such options to Hawkeye.

o Monitoring Station should have appropriate redundancy measures such as UPS and data backup systems.

o The System should allow the organization of the video camera feeds into named groups where each video camera in that group can have a defined view (PTZ position) These groups should be easily accessible to recall to the large workstation screens for viewing.

o The System should securely allow an outbound push of live or pre-recorded video to specific clients.

o Vendor should design and install all necessary data center components including but not limited to: HVAC, racks, electrical work, cabling, etc.

E. **Training Requirements:** The Vendor shall prepare, administer and conduct an onsite training program designed for designated personnel to fully and efficiently operate and maintain the System.

o Training shall be of sufficient scope and depth to ensure all designated personnel who complete the program shall be fully qualified, certified and capable of operating the System and subsystems as installed including any programming. All training shall be completed at least seven days prior to scheduled start of the System.

o The Vendor shall provide a copy of all training aids to Hawkeye.

o The Vendor shall prepare and provide a complete training and operational manual for all installed systems to Hawkeye.

o Vendor should provide cost breakdown of future training needs if required.

F. **Maintenance and Service Requirements:** An ongoing maintenance and service support program is considered integral to this project. The selected vendor shall provide on call service support 24 hours per day, 365 days per year. For purposes of this RFP, a minor failure is considered the failure of one video camera to operate or transmit images for a period of 4 hours. A major failure is defined as any hardware or software failure resulting in the loss of:

o Two or more video cameras.

o The wireless network.

o The ability of the Monitoring Station to control video cameras, monitor images or record video feeds.
Vendor shall be capable of providing on-site maintenance and repair within four hours for major failures and 24 hours for minor failures upon receipt of notification of a failure within the System. Additionally, the Vendor shall:

- Provide a warranty for all software and equipment for a period of one to two years from acceptance. Vendor will notify the City if any equipment or software warranties exceed one year. Vendor will provide copies of all manufacturer warranties and take all necessary steps to transfer such warranties to Hawkeye.
- Vendor shall maintain near the place of work an adequate stock of parts for replacement or emergency purposes and have adequate personnel to ensure fulfillment of the terms of the contract.
- Perform maintenance work using competent and qualified personnel under the supervision and direct employ of the Vendor.
- Maintenance service shall not be transferred or assigned to any subcontractor without prior approval from Hawkeye.
- Every six months following System acceptance, examine the video monitoring System equipment and related components. Clean and adjust equipment as required. Repair or replace parts whenever required. Use new parts produced by the manufacturer of the original equipment.
- As part of the maintenance agreement, provide, as needed, technical experts to testify in legal proceedings as to the capabilities, data integrity and security of the System.

G. **System Acceptance:** Each video camera location will be tested for connectivity and video resolution at the Monitoring Station. The entire System will be fully functional for a period of ten days with no failures before acceptance of System.

- A Project Committee has been assembled to direct the scope of the study, and approve this RFP. If needed, the Project Committee will provide guidance selecting the firm and monitoring project progress. Hawkeye will make available upon request reports, documents, and other data deemed useful for project completion. Hawkeye reserves the right to modify the composition of the scope of services of this project or to cancel this RFP, with no financial obligation to Vendors or respondents.

H. **Costs:** Hawkeye would like refined cost estimates for the products and services outlined above; include any components or services that Hawkeye may have left out. Please list each item and service, and the corresponding price, in a summary table. Organize costs as those that are specific to installation/deployment and those that are ongoing. All costs are expected to be for a turnkey solution. Payment will be made according to an agreed upon schedule of deliverables.

**Minority Business Participation**

Hawkeye is committed to building relationships with certified Minority Women Disabled Business Enterprises (MWDBE), defined by Hawkeye as 51 percent ownership by individual(s) who belongs to the following ethnic categories:

- Asian American
- African American
- Hispanic American
- Native American
- Women
- Disabled
Please indicate whether your company has a minority business program. If the answer is Yes, please:
  o Describe your company’s minority business program strategy.
  o List the purchasing councils and other community groups in which your company participates to support your minority business program strategy.
  o Describe how your company utilizes MWDBEs for other major accounts. Include strategic partnerships, joint ventures and mentorship programs.
  o Provide the following information about the minority owned businesses that your company proposes to partner with on the Hawkeye account: company name, company address, company contact and telephone number, and description of product(s) or services.
  o Describe, in detail, how each MWDBE could participate on the project. Include the estimated annual dollar amount that each minority supplier would provide.
  o Describe how your company would provide monthly minority participation reporting to Hawkeye, should you be selected as the vendor under this RFP.

**Conclusion**

For any portion of this RFP, to the extent that the respondent cannot provide complete responses to any of the requirements or requested specifications, respondent should fully explain why a complete response is not available at this time.
ATTACHMENT A

Proposed Video Camera Surveillance

Location Map

(File to be provided electronically after vendor executes confidentiality agreement provided below)

Please indicate an email address for delivery of file
THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into as of the date listed at the end of this Agreement, by and between Hawkeye Security Solutions (the “Disclosing Party”) and the potential bidder on the Request for Proposals for City Wide Video Camera System (the “RFP”) named at the end of this Agreement (the “Receiving Party”).

WHEREAS, the Receiving Party will be receiving certain confidential, highly sensitive camera location descriptions, disclosures, current and future deployment and development plans, information, maps and similar confidential information, orally and in writing (collectively, the “Map Information”), in connection with the RFP; and

WHEREAS, the Disclosing Party desires to maintain the confidentiality of the Map Information so disclosed to the Receiving Party.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. During the term of this Agreement and at all times thereafter, the Receiving Party will, and will direct the Receiving Party’s attorneys, accountants, advisors, consultants, agents and representatives to, hold and maintain the confidentiality of the Map Information previously or subsequently disclosed by the Disclosing Party to the Receiving Party or otherwise obtained by the Receiving Party and, except as permitted under this Agreement, will not, without the prior written consent of the Disclosing Party, use any such Map Information for its own benefit, or publish, disclose, communicate, reveal or divulge any such Map Information to, or use any such Map Information for the direct or indirect benefit of, any person, corporation or other entity other than the Disclosing Party and at all times limited to the RFP. The Receiving Party will use the same degree of care to avoid publication or dissemination of any the Map Information as the Receiving Party employs with respect to its own information that it does not desire to have published or disseminated, and in any event such degree of care necessary to avoid publication or dissemination of the Map Information in violation of this Agreement.

2. All Map Information shall be and remain the sole and exclusive property of the Disclosing Party. All physical representations of the Map Information shall be returned to the Disclosing Party, together with all copies made thereof, immediately upon request made therefor and, in any event, immediately if the Receiving Party is not awarded the business under the RFP. Upon receiving such a request, the Receiving Party shall also erase or destroy any Map Information stored in computer memory or any other data storage media or apparatus. All such physical representations of the Map Information shall be returned with a letter, executed by an authorized representative of the Receiving Party under oath, affirming that all such information and materials, whether in original or copied form, have been returned to the Disclosing Party or destroyed.

3. The Receiving Party shall use its best efforts to ensure that all of the Receiving Party’s attorneys, accountants, advisors, consultants, agents and representatives who have access to Map Information comply in all respects with the terms of this Agreement.

4. All information and materials disclosed by the Disclosing Party to the Receiving Party related to current and future camera location and configuration shall be presumed to constitute Map Information and shall be so regarded by the Receiving Party, absent a written acknowledgment by the Disclosing Party to the contrary.

5. This Agreement shall continue and remain in full force and effect until terminated in writing by notice from one party to the other, and shall apply to all Map Information disclosed prior to the date on which such notice of termination is received by the non-terminating party. Notwithstanding any termination of this Agreement, the obligations imposed on the Receiving Party by this Agreement shall continue in effect after any such termination with respect to any Map Information provided or communicated to the Receiving Party prior to such termination.

6. Unless the context otherwise requires, any reference herein to the Receiving Party shall include the Receiving Party and the Receiving Party’s attorneys, accountants, advisors, consultants, agents and representatives; provided, however, that any attorneys, accountants, advisors, consultants, agents and representatives of the Receiving Party who are afforded access to any Map Information of the Disclosing Party will be afforded such access strictly on a need-to-know basis and must be parties to a
written confidentiality or non-disclosure agreement with the Receiving Party containing terms substantially similar to those set forth in this Agreement prior to such access.

7. The Receiving Party acknowledges that the covenants contained in this Agreement, in view of (among other things) the nature of the Map Information, are reasonable and necessary in order to protect the Disclosing Party’s obligations and undertakings with respect to the RFP, and that any violation thereof would result in irreparable injury to the Disclosing Party. The Receiving Party agrees that, if it violates any of such covenants, then the Disclosing Party shall be entitled to obtain from any court of competent jurisdiction temporary, preliminary and permanent injunctive relief, which right shall be cumulative and in addition to any other rights or remedies to which they may otherwise be entitled at law or in equity.

8. If all or any portion of the covenants contained in this Agreement or the application thereof are construed to be invalid or unenforceable, then the remainder of such covenant or covenants and/or the application thereof shall not be affected and any remaining covenants shall then be given full force and effect without regard to the invalid or unenforceable portions. If any covenant is held to be unenforceable because of the geographic area covered, the duration thereof, or the scope thereof, then the court making such determination shall have the power to reduce the area and/or the duration, and/or limit the scope thereof, and the covenant shall then be enforceable in its reduced form.

9. The provisions of this Agreement are independent of and separable from each other, and the invalidity or unenforceability, in whole or in part, of any one or more provisions of this Agreement shall not affect or render invalid or unenforceable any other provision of this Agreement.

10. Neither this Agreement nor any party’s rights hereunder may be assigned or transferred to any other party. This Agreement constitutes the full and entire agreement between the parties regarding the treatment of Map Information in the Receiving Party’s possession, supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, and may not be waived, modified or terminated except by the written agreement of all of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and any dispute arising hereunder must be resolved in the state and federal courts located in and serving Wilkes-Barre, Pennsylvania. All parties hereto consent to exclusive jurisdiction before said court.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Confidentiality and Non-Disclosure Agreement as of the date first above written.

HAWKEYE SECURITY SOLUTIONS

By: ______________________________
    James Fisher, President

[Insert Co. Name]

By: ______________________________
    Printed Name:
    Title:
    Dated: