**NATIONAL DISASTER PREPAREDNESS TRAINING CENTER (NDPTC)**  
Request for Proposals  

**ISSUE DATE:** May 15, 2017  

**Administered by the:**  
Pacific International Center for High Technology Research (PICHTR)  
1440 Kapiolani Boulevard, Suite 1225  
Honolulu, Hawaii 96814  

SOLICITATION: PICHTR/NDPTC-2017-01 (FEMA)  

POINT OF CONTACT: Rex Johnson, PICHTR Project Director  
Email: rex.johnson@pichtr.org  

INITIAL PROPOSAL DUE: By noon on Friday, June 9, 2017  

I. RFP OVERVIEW  

1. Introduction  

This is a Request for Proposals (RFP) issued by the Pacific International Center for High Technology Research (PICHTR) in support of the National Disaster Preparedness Training Center (NDPTC). Funded by FEMA, NDPTC works collaboratively with other organizations to develop and deliver training and education in the areas of disaster preparedness, response, and recovery to governmental, private, tribal, and non-profit entities, and under-represented/under-served communities.  

This RFP is being issued to solicit proposals from Contractors qualified to design and develop content for an awareness level NDPTC training course entitled “Flooding Hazards: Science and Preparedness”. The contract is intended for 4 months (ending September 30, 2017) and will be issued and administered as an Agreement for Services by PICHTR.  

2. Schedule of Key RFP Dates  

The schedule of key dates set forth herein represents the best estimate of key RFP dates. Any of the dates listed below may be changed at any time at the sole discretion of PICHTR.  

RFP issued: May 15, 2017  
Closing date for written questions: May 24, 2017  
Response date for written questions: May 31, 2017  
Closing date for receipt of proposals: June 9, 2017  

3. RFP Amendments  

PICHTR reserves the right to amend the RFP at any time prior to the closing date for receipt of proposals. All RFP amendments will be posted on the PICHTR website. It is the responsibility of the Offeror to check the website for any amendment(s). PICHTR reserves the right to cancel the RFP at any time for any reason at no cost to PICHTR.
4. Questions by Offerors

All questions by potential Offerors shall be submitted via email to Mr. Rex Johnson at rex.johnson@pichtr.org. Questions regarding proposal requirements, contents, and details must be submitted no later than May 24, 2017. All received questions and responses will be posted by May 31, 2017 on the PICHTR website.

5. Questions by PICHTR

Offerors are responsible for ensuring the correctness and readability of their proposal. However, PICHTR reserves the right to seek clarifications during the proposal review period. The correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

6. Clarification of the RFP

An Offeror shall carefully review this RFP for defects and confusing or contradictory requirements and shall submit its request for clarification to PICHTR prior to the deadline for submitting questions. PICHTR reserves the right to waive any technical irregularity not affecting an unbiased evaluation of all proposals.

7. Tax Clearance

A tax clearance from the State of Hawai‘i Department of Taxation and the Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53, Hawaii Revised Statutes, the selected Contractor shall submit original tax clearances from the State of Hawai‘i Department of Taxation and Internal Revenue Service prior to execution of the Agreement for Services.

8. RFP Preparation Costs

Any costs incurred by the Offeror in preparing or submitting a proposal shall be the sole responsibility of the Offeror.

9. Proprietary Information

The Offeror should clearly identify any proprietary information in the Offeror’s submitted proposal. Upon final execution of an Agreement for Services, all nonproprietary information in an Offeror’s proposal may be made available by the PICHTR for public inspection upon request.

10. Submission of Proposals

Offerors shall submit their proposals via email or mail/courier to be received at PICHTR no later than noon on June 9, 2017. If submitting by email, the proposal must be submitted in PDF format. It is the responsibility of all Offerors to confirm that PICHTR has received their proposal prior to the closing date and time for receipt of proposals.

By email:  janel.pang@pichtr.org

By mail:  PICHTR
          1440 Kapiolani Boulevard, Suite 1225
11. Opening of Proposals

The opening of proposals will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material submitted by an Offeror as part of an Offeror’s proposal be available for public inspection.

12. Disqualification of Proposals

PICHTR reserves the right to accept only those proposals submitted in accordance with all the requirements set forth in this RFP. Any proposal offering any other set terms and conditions contradictory to those included in this RFP may be disqualified without further notice. An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons: (a) the proposal shows any noncompliance with applicable law; (b) the proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning; (c) the proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation; or (d) the Offeror is disbarred or suspended by PICHTR, the State of Hawaii, the University of Hawaii or the Research Corporation of the University of Hawaii.

13. References

PICHTR reserves the right to contact the references listed in the proposal, and to use discussions with the references in the scoring of the proposals.

14. Basis for Selection

Based on the evaluation process contained in this RFP, the highest scored responsible Offeror will be selected from all responsive proposals.

15. Availability of Funds

Offerors are advised that entering into an Agreement for Services is contingent upon the availability of funds and PICHTR reserves the right to cancel this solicitation or to refuse to enter into an agreement if funds are not available.

16. Notice to Proceed

PICHTR shall not be responsible for work done, even in good faith, prior to the execution of an Agreement for Services.

II. SCOPE OF WORK

NDPTC is developing a new course to be certified by FEMA entitled “Flooding Hazards: Science and Preparedness”. The target audience for this course will be first responders, emergency managers, and community volunteers. In this course, NDPTC aims to introduce the concepts of flood risk, flood forecasting, and safe flood preparation and response. The course will provide the information and hands-on exercises necessary for participants to better anticipate flood
conditions, understand statements and warnings from official forecasting agencies, and prepare for the challenges of flood events.

NDPTC is seeking a Contractor having extensive experience in meteorology, hydrology, and/or flood planning and emergency management, with the ability to present technical and abstract concepts to a non-scientific audience to design and develop the content for the Flooding Hazards: Science and Preparedness course.

The course to be developed shall cover the following concepts at a minimum:
   a) Basic statistics of frequency of, distribution of, and damage and fatalities due to flooding in the United States,
   b) Overview of the meteorological and other phenomena that lead to riverine flooding, flash flooding, and coastal flooding and a discussion of the secondary hazards,
   c) Factors that determine flood risk,
   d) Introduction to FEMA flood risk maps and the National Flood Insurance Program,
   e) Overview of the government agencies that monitor, forecast, and issue warnings for floods (i.e., NWS and USGS) and associated products
   f) Interpreting public forecast and warning products,
   g) Recommended preparation actions and safe response actions before, during and immediately after a flood.

NDPTC currently intends this course to be eight (8) hours long, including pre-testing, post-testing, breaks, and time for addressing administrative details; providing approximately 300 minutes of substantive content.

NDPTC intends that this course be developed at the awareness level, which means that a successful participant will gain the knowledge necessary to recognize and assess potentially hazardous situations. This course must combine lecture with interactive discussion and hands-on activities.

The Contractor is required to have prior experience in or extensive knowledge of the National Weather Service suite of public products including the public watch/warning/advisory system and their use in disaster/emergency management, as well as experience in course development, delivery and/or lecturing on basic meteorology, basic hydrology and/or flood preparedness. Experience with or knowledge of the National Flood Insurance Program and FEMA flood risk mapping is also desirable.

Proposals must provide a detailed plan for the development of a course that can train the target audience in the most effective and efficient manner possible. The proposed plan of action should be as detailed as possible and should include a narrative defending the proposed development plan from the standpoint of effectiveness, efficiency, timeliness and economy. Additionally, the proposed plan shall include a time line and cost for developing the required course.

The project shall proceed as follows to accomplish the above objectives:

1. The Contractor shall use the Plan, Analyze, Design, Develop, Implement, and Evaluate (PADDIE) process to develop the content and design. Documentation for the PADDIE process can be downloaded at https://ndptc.hawaii.edu/instructors/instructors_library
2. The Contractor shall provide a detailed course outline using:
   a. The FEMA approved Needs Assessment document
b. The draft Course Design Document containing draft Terminal Learning Objectives (TLOs) and Enabling Learning Objectives (ELOs)
c. Consultation with the Course Development Program Coordinator and/or individual(s) managing the development of the course.

3. The Contractor shall prepare the course planning analysis, a finalized Course Design Document (CDD), and all necessary course modules and documents in the provided templates. This includes providing sufficient instruction for the participants to achieve the TLOs, ELOs, and overall Course Goal. Revision of the Course Goal, TLOs, and ELOs shall be subject to approval by NDPTC.
   a. Course documents/materials include:
      i. PowerPoint lecture slides
      ii. Instructor Guide
      iii. Pre-test and Post-test. There shall be more than one set of pre- and post-tests for the course.
      iv. Activity Handouts

b. Contractor shall not be responsible for the initial creation of Module 1 and the final module course materials other than providing input on instructor guides for any special instructions, agenda, course goal, pre-test, and post-test.

4. The Contractor shall coordinate with NDPTC for delivery of the course for a live audience and shall make revisions to the course as directed by NDPTC Course Development Program Coordinator and/or individual(s) managing the development of the course based on recommendations from FEMA reviewers, NDPTC staff and participants.
   a. The Contractor may be required to act as the instructor or one of the instructors for the course delivery.
   b. The Contractor should anticipate participating in at least one (1) but up to three (3) deliveries of the course scheduled at least 30 days apart and at the discretion of NDPTC.
   c. Travel costs need not be estimated for the purposes of this proposal. Travel will be processed via reimbursement and should not be included in the proposal.

III. TERM OF CONTRACT AND TIME OF PERFORMANCE

The Scope of work shall be accomplished in a timely manner. Contractor shall prepare and provide all necessary materials for FEMA review and shall prepare responses and revisions to the course materials as required to obtain FEMA certification.

IV. PROPOSAL REQUIREMENTS

1. The proposal must be submitted by the deadline established and must fulfill all proposal requirements listed in order to be considered responsive. Non-responsive proposals shall not be considered. Responses shall be brief and to the point and shall not refer to other materials or appended documents. If desired, additional materials or publications, including marketing materials and brochures, may be submitted as supplements to the proposal but should be packaged separately from the proposal.

2. The proposal shall be signed and dated by an individual authorized to legally bind the Offeror. If the Offeror is a corporation, evidence shall be submitted showing the individual's authority to bind the corporation.
3. **Offeror’s Proposal**

The proposal shall include the following subsections:

a. **Offeror’s Background and Experience (Maximum two pages)**
b. **Personnel Listing (Maximum one page, not including resumes)**
c. **Plan of Action (Maximum three pages)**
d. **Cost Proposal (Maximum one page)**

a. **Offeror’s Background and Experience:** Provide the following: (a) a brief personal or organizational history, a description of your expertise and the number of years the individual or company has been in business; (b) a description of the individual’s or company’s experience with similar projects, including a brief description of relevant projects; (c) at least four references that can attest to individual’s or the company’s performance/qualifications. Provide the name of a contact person for each reference with his/her telephone number and email address, along with the dates and description of the services you provided. PICHTR reserves the right to contact the references for additional information.

b. **Personnel Listing:** Offeror shall provide the names and titles of personnel to be assigned to the project. Provide details, including a brief resume identifying educational background and experience relevant to this project and their role/function on this project.

c. **Proposed Plan of Action:** Offeror shall provide a detailed narrative of its proposed plan of action in accordance with the requirements specified in the RFP Scope of Work.

d. **Cost Proposal:** The Offer shall provide a cost proposal to develop the required courses in accordance with its proposal. The cost proposal shall be inclusive of all applicable taxes and overhead. If materials, travel and/or equipment are required to complete the entire scope of work, they should be identified in the cost proposal, along with an estimated cost.

4. An evaluation committee appointed by PICHTR will evaluate and score each proposal submitted. The award will be based on a documented evaluation by the review committee and will be made to the individual or firm whose offer is the highest ranked and represents the most advantageous offer to NDPTC, taking into consideration the specified factors and criteria in the RFP.

5. Each timely and responsive proposal submitted by a responsible Offeror shall be evaluated using the following criteria:
   a. The Offeror’s plan of action to achieve the NDPTC goals and to perform the required work set form in this RFP
   b. The Offeror’s educational background and experience specifically relevant to performing the scope of work required by this RFP. The educational background and experience and qualifications of proposed project manager(s) and personnel to be assigned to this project.
   c. The Offeror’s rate proposed, including the estimated cost of required materials, equipment, and travel.
6. The following scoring will be used in the evaluation of proposals (maximum 100 points):
Offeror’s Work Plan and Timetable: 1-40 points
Offeror’s Background and Experience: 1-45 points
Offeror’s Cost Proposal: 1-15 points

7. PICHTR will execute an Agreement for Services (copy attached) with the selected Offeror. The Agreement for Services shall serve as the contract between the parties for this project.
PROPOSAL LETTER TO PICHTR

I/We propose to provide the services required under PICHTR/NDPTC-2017-01 (FEMA), dated May 15, 2017.

It is understood that this proposal constitutes an offer.

It is understood and agreed that I/we have read the specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications.

By submitting this proposal, I/we agree, if selected, to provide the services in accordance with the specifications of the RFP and the terms and conditions contained in the Agreement for Services (Appendix C), which document I/we agree to execute.

________________________________________
Offeror’s Name

________________________________________
Authorized Signature* Date

________________________________________
Printed Name

________________________________________
Title

________________________________________
Email Address Telephone

________________________________________
Mailing Address

________________________________________
City, State, Zip Code

*Attach evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also the names and addresses of the other officers.
APPENDIX B

REFERENCES

Name of Firm:
Address:
Contact Name & Position:
Telephone:
Email:
Dates of Services:
Description of Services Provided:

Name of Firm:
Address:
Contact Name & Position:
Telephone:
Email:
Dates of Services:
Description of Services Provided:

Name of Firm:
Address:
Contact Name & Position:
Telephone:
Email:
Dates of Services:
Description of Services Provided:

Name of Firm:
Address:
Contact Name & Position:
Telephone:
Email:
Dates of Services:
Description of Services Provided:
APPENDIX C

CONSULTANT SERVICES AGREEMENT
(Cost Reimbursable)

This Agreement, dated _____________________ is made between the Pacific International Center for High Technology Research ("PICHTR") whose address is 1440 Kapiolani Boulevard, Suite 1225, Honolulu, Hawaii 96814, hereinafter referred to as the "Company" and ____________________________________________, whose address is ____________________________________________, hereinafter referred to as the "Consultant."

1. Consulting Services. The Company hereby retains the Consultant to perform the services described in Exhibit A (the "Statement of Work") attached hereto and by this reference specifically made a part hereof. The Consultant shall function according to the parameters described in the attached Exhibit A.

2. Term of Agreement. The services required of the Consultant under this Agreement shall be performed and completed in accordance with the Period of Performance set forth in Exhibit A, which is hereby made part of this Agreement. This Agreement may be extended only by written agreement executed by both parties hereto.

3. Compensation. In consideration for the services rendered under this Agreement, the Company shall pay the Consultant $_________ per hour for each day of consulting services or a sum not to exceed $ _____________.

4. Expenses. The Consultant shall bear his/her own costs incurred in the performance of his/her obligation under this Agreement. The Consultant shall be reimbursed for all preapproved costs incurred in connection with the work as detailed in Exhibit A.

5. Billing Procedure. PICHTR shall make payments to Consultant upon acceptance by PICHTR of the work products ("Deliverables"), and/or the occurrence of events ("Milestones"), as more particularly described in Exhibit B. Such payments shall not exceed the amounts, and shall not be made earlier than the dates, set forth in Exhibit B annexed hereto. Consultant shall invoice PICHTR no more frequently than the schedule set forth in Exhibit B, and if no schedule is set forth in Exhibit B, no more frequently than monthly, and shall submit Consultant's Final
Invoice no more than sixty (60) days after the expiration or earlier termination hereof. Within forty-five (45) days of the receipt of and approval by PICHTR of Consultant's invoices and of the Milestones and/or Deliverables as may be specified in Exhibit B, together with reasonable supporting documentation showing costs incurred and Consultant fees payable for services rendered hereunder by Consultant, PICHTR shall pay such invoice. Invoices shall be mailed to "Attention to: Accounts Payable."

6. **Audit.** Consultant shall maintain appropriate accounting and payroll records sufficient to properly document costs, and hours for professional services, claimed as incurred or delivered, respectively, in the performance of this Agreement and shall make such records available, upon request, to authorized personnel of PICHTR, State of Hawaii, or the Federal Government for audit purposes. Said records shall be retained and kept available by Consultant for a period of not less than three (3) years after final payment by PICHTR, or until audit and resolution of any exceptions resulting therefrom, whichever occurs later.

7. **Withholding.** PICHTR reserves the right to withhold ten percent (10%) of the Consultant’s invoice amount should PICHTR find Consultant's invoice documentation, or the progress of work hereunder, inadequate. Such withheld amounts shall be paid in full upon acceptance by PICHTR of all work to be provided by Consultant hereunder.

8. **Disallowance of Cost.** In the event that payments by PICHTR include payment for any costs (as distinguished from firm fixed price contractor fees) invoiced and paid hereunder and subsequently disallowed by the third party funding agency of the Work hereunder, through audit exception or by other appropriate means, Consultant shall repay on demand the amount of any such disallowed costs, subject to Consultant's right to establish the allowability of such cost.

9. **Performance Standard.** All work shall be performed to the satisfaction of, and approval of the President, _____________________________. The Company reserves the right to withhold ten percent (10%) of the Consultant's invoice(s) amount should the Company find Consultant's invoice(s) documentation or the progress of work under Exhibit A inadequate. Such withheld amount shall be paid in full upon acceptance by the Company of all satisfactory work provided by the Consultant.

10. **Direction and Control.** The Company does not retain or exercise the right to direct, control or supervise the Consultant as to the details and means by which the consulting services contracted for are accomplished. Unless the parties mutually agree, the Consultant shall be responsible at his/her own expenses for secretarial and clerical support.

11. **Independent Contractor.** Both the Company and the Consultant agree that the Consultant shall act as an independent contractor in the performance of his/her duties under this Agreement. As such, the Consultant shall not be eligible for any benefits provided by the Company to its employees. The Consultant is responsible for payment of all taxes arising out of the Consultant's activities in accordance with this Agreement including, by way of illustration, but not limited to, federal and personal state income taxes, social security taxes, unemployment
insurance taxes, and any other taxes or business license fees as required. Moreover, the Consultant agrees to obtain all necessary insurance coverage(s). The Consultant shall comply with all federal, state and local laws.

The Consultant shall not represent that he/she is an agent or legal representative of the Company, nor shall the Consultant incur any liabilities or obligations of any kind in the name of, or on behalf of, the Company, other than those specifically made as part of this Agreement.

12. **Assignment.** The Company specifically contracts for services of the Consultant and he/she may not assign, subcontract or delegate the performance of the service under this Agreement without the express written consent of the Company.

13. **Confidential Information.** The Consultant agrees that any information received by the Consultant during performance of his/her obligations in accordance with this Agreement which concerns the personal, financial, technical or other confidential affairs of the Company shall be treated by the Consultant in full confidence and shall not be revealed to any persons, firms or organizations. This requirement shall survive the termination of this Agreement.

14. **Conflict of Interest.** The Consultant agrees to refrain from accepting or conducting assignments from any person, firm or company during the term of this Agreement which would conflict with or impair an unbiased performance of his/her duties.

15. **Intellectual Property Rights.** Any and all ideas, inventions, documents, data, programs and/or training materials developed and produced by the Consultant while under contract to the Company shall become the sole and exclusive property of the Company, and the Company shall have the right to use them for any purpose without any additional compensation to the Consultant. The Consultant agrees to exercise reasonable care to avoid making the program(s) or material(s) developed pursuant to this Agreement available to any third party.

16. **Direct Competition.** Consultant hereby agrees that he/she shall not engage in activities in direct competition with and against the Company while this Agreement is in force and for a period of three (3) years upon the termination of this Agreement, unless he/she provides full disclosure of such potential competitive activity to the Company and secures written approval from the Company to pursue such competitive activity.

17. **Follow On Work.** Consultant hereby agrees that any work resulting from or as a result of activities under this Agreement shall be offered on a first-right-of refusal basis to the Company. The Company, at its sole discretion, may choose to accept such follow-on work, or to decline and offer such work to the Consultant. If the Consultant has knowledge of such follow-on work, it shall be the responsibility of the Consultant to formally advise the Company, in writing, of any follow-on work and request a formal written determination as to the Company’s interest in pursuing such work.

18. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and is not subject to change or modification except by written agreement signed by both parties.
19. **Termination/Modification/Notification.** The Company and the Consultant reserve the right to expand, contract or terminate this Agreement at any time. If this Agreement is expanded or contracted, the costs for consulting and professional service fees and expenses shall be redefined to the mutual satisfaction of both parties. In the case of termination, the Company shall be responsible for only those fees for days actually worked and expenses actually incurred by the Consultant to the date of termination.

Notification of expansion or contraction may be given by either party in writing to the Company or the Consultant. This Agreement may be terminated by either party provided the other party is given not less than fourteen (14) calendar days.

20. **Final Accounting After Termination.** In the event of termination, Consultant shall promptly submit to PICHTR, a final accounting of all costs and commitments incurred and all funds received under this Agreement. The final accounting shall be accompanied by a check in the amount of any excess of funds advanced over costs and allowable commitments incurred in excess of the funds provided, which invoice shall be due and payable within thirty (30) days.

21. **Limitations On Liability.** In no event shall the Company be liable to the Consultant, or to any third parties claiming through the Consultant, for any liability, loss, expense (including reasonable attorney's fees), or claims (collectively, "Claims") arising out of, or connected with, the Agreement or the work done under the Agreement in an amount in excess of the amount of compensation stated in Item 3 above, as payable to the Consultant.

22. **Insurance.** Consultant shall have the following types of insurance and shall maintain them in the amounts shown during the term of this Agreement:

1. **Comprehensive General Liability:** $1,000,000 each occurrence and $2,000,000 annual (per project aggregate may be required).

2. **Automobile Liability:** Owned and Hired/Non-Owned Auto – Minimum of $1,000,000 combined single limit or $1,000,000 per person $1,000,000 per accident $1,000,000 property damage. (If applicable)

3. **Workers Compensation-Statutory limits and Employer’s Liability:** $1,000,000 each accident, $1,000,000 each employee, $1,000,000 policy limit.

4. **Professional Liability and Pollution Insurance, if applicable:** $1,000,000 per occurrence, $2,000,000 annual aggregate.

5. **Excess Umbrella:** $1,000,000 per occurrence, $1,000,000 annual aggregate in excess of items 1, 2, 3 & 4 above (higher limits may be required where applicable).

The insurance coverage required herein (except Professional Liability) shall name PICHTR as an additional insured, and shall contain endorsements providing that such insurances shall not be modified or canceled by the insurers without giving not less than thirty (30) days prior written notice to PICHTR. The Consultant shall provide PICHTR with certificates of the insurance
required hereunder upon execution of the Agreement. The Consultant further certifies that it shall continuously maintain such insurance for the duration of this Agreement.

23. **Uncompensated Overtime.** Consultant shall ensure compliance with FAR Part 52.237-10, Identification of Uncompensated Overtime. Any Consultant policy or procedure addressing overtime and uncompensated overtime shall be provided to PICHTR in support of its proposal within forty-five (45) day of the execution of the Agreement.

24. **Application Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

25. **Exhibits.** The following Exhibits are annexed hereto and fully incorporated herein by reference:

   - Exhibit A Statement of Work
   - Exhibit B Budget and Payment Schedule
   - Exhibit C PICHTR Travel Conditions

Words with initial capital letters in the Exhibits hereto shall have the same meaning as in the body of the Agreement, or if first defined in the Exhibits, as in said Exhibits.

26. **Order of Precedence.** In the event of any inconsistency between (i) the Articles of this Agreement, (ii) the Exhibits hereto or other documents referenced or incorporated herein, the order of precedence shall be: the body of this Agreement (Articles I through III); Exhibit A ("Statement of Work"); Exhibit B ("Budget and Payment Schedule"); and Exhibit C ("PICHTR Travel Conditions"), and (iii) the terms and conditions of the prime contract under which this subcontract is subject - ____________________________.

IN WITNESS HEREOF, these duly authorized representatives of the Consultant and of the company hereby execute this Agreement this ___ day of ______________ 20___.

PACIFIC INTERNATIONAL CENTER FOR
HIGH TECHNOLOGY RESEARCH
a Hawaii not-for-profit corporation

BY:

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CONSULTANT

BY:
<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>

FED ID: __
EXHIBIT A
STATEMENT OF WORK
EXHIBIT B
BUDGET AND PAYMENT SCHEDULE

BUDGET

Labor (# of hours x hourly rate)
ODC’s (if any)

Total Budget

PAYMENT SCHEDULE

Consultant shall invoice monthly for incurred costs in accordance with Article 5. Payment to the
Consultant shall be made upon receipt by PICHTR of an invoice with supporting documentation
and a written monthly status report. Final payment to the Consultant shall be made upon receipt
by PICHTR of a Final Report for the project and a Final Invoice no later than sixty (60) days
after the expiration of the agreement.

Deliverables:
1. Monthly Status Reports due prior to the 10th calendar day of the following month
   (electronic submissions are acceptable); and

End of Exhibit B
EXHIBIT C

PICHTR TRAVEL CONDITIONS

1. PICHTR’s policy is based on prudence and the guidelines set forth in the Federal Travel Regulations (FTR) which have been modified to meet the special and exceptional needs of PICHTR.

The following terms shall apply to this agreement:

A. Travel arrangements must employ the most economical means of travel.

B. Copies of receipts are required for the following:
   (1) Airline, railroad and bus tickets
   (2) Lodging
   (3) Car rentals and gas
   (4) Taxicabs
   (5) Parking

C. Unallowable costs:
   (1) First and business class travel
   (2) Personal telephone charges
   (3) Valet parking (if self-parking is available)
   (4) Room service

D. Per diem rates - Unless prior written approval of PICHTR is obtained, reimbursement for subsistence allowance (i.e., hotel, meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the General Services Administrations (GSA) Federal Travel Directory.

End of Exhibit C