

NASPO ValuePoint
AMENDMENT #5
MASTER AGREEMENT



**Procurement of Acquisition Support
Services (PASS)**

Led by the State of Hawaii

Master Agreement #: 19-19-14 (*hereinafter "Master Agreement"*)

Contractor: **Business Management Research Associates, Inc.** (*hereinafter "Contractor"*)

Lead State: **STATE OF HAWAII** (*hereinafter "Lead State"*)

Amendment #5 of Master Agreement (Master Agreement #19-19-14) for Procurement of Acquisition Support Services (PASS), is made and entered into by and between the Lead State acting by and through the Department of Accounting and General Services, State Procurement Office, a State of Hawaii governmental agency ("State") on behalf of the NASPO ValuePoint Cooperative Purchasing Program.

AGREEMENT

1. Amendment – Term of the Master Agreement. The Master Agreement has a base period of two (2) years and shall terminate unless it is extended. Per the term of the Master Agreement, the Master Agreement may be extended for up to three (3) additional 12-month periods or parts thereof at the Lead State's discretion, by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor Performance, which the Lead State has exercised. The Lead State has obtained approval by the Chief Procurement Officer (CPO) to extend the Master Agreement from June 6, 2024, to December 2, 2024.
2. Amendment – Hourly Rates:
 - a. Hourly rates shall remain the same as provided in Year 5.
 - b. All rates shall be guaranteed. Requests for price adjustment shall not be considered.

NASPO ValuePoint
AMENDMENT #5
MASTER AGREEMENT



**Procurement of Acquisition Support
Services (PASS)**

Led by the State of Hawaii

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES WITH FULL KNOWLEDGE OF AND AGREEMENT WITH ITS TERMS AND CONDITIONS.

CONTRACTOR: Business Management Research Associates, Inc.	LEAD STATE: State of Hawaii
Signature: <i>Gray K. Coyner Sr.</i>	Signature: <i>Bonnie A. Kahakui</i>
Name: Gray K. Coyner Sr.	Name: Bonnie Kahakui, Department of Accounting Services, State Procurement Office
Title: CEO	Title: Administrator
Date: 05/10/2024	Date: 05/20/2024

APPROVED AS TO FORM:

Stella M. Kam

05/19/2024

Deputy Attorney General

BUSINESS MANAGEMENT RESEARCH ASSOCIATES, INC.

Exhibit 2 - Hourly Labor Rates

Labor Categories	Base Period: Year 1 and 2		Optional Period: Year 3		Optional Period: Year 4		Optional Period: Year 5	
	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site
Program Director	\$146.59	\$133.40	\$148.79	\$135.40	\$151.03	\$137.43	\$153.29	\$139.49
Program Manager	\$134.02	\$121.96	\$136.03	\$123.79	\$138.07	\$125.65	\$140.14	\$127.53
Subject Matter Expert III	\$205.23	\$186.76	\$208.31	\$189.56	\$211.43	\$192.41	\$214.61	\$195.29
Subject Matter Expert II	\$139.69	\$127.12	\$141.78	\$129.02	\$143.91	\$130.96	\$146.07	\$132.92
Subject Matter Expert I	\$118.92	\$108.22	\$120.70	\$109.84	\$122.51	\$111.49	\$124.35	\$113.16
Acquisition Support Specialist III	\$100.05	\$91.04	\$101.55	\$92.41	\$103.07	\$93.79	\$104.61	\$95.20
Acquisition Support Specialist II	\$96.65	\$87.95	\$98.10	\$89.27	\$99.57	\$90.61	\$101.06	\$91.97
Acquisition Support Specialist I	\$86.32	\$78.55	\$87.62	\$79.73	\$88.93	\$80.93	\$90.26	\$82.14
Analyst II	\$96.65	\$87.95	\$98.10	\$89.27	\$99.57	\$90.61	\$101.06	\$91.97
Analyst I	\$86.32	\$78.55	\$87.62	\$79.73	\$88.93	\$80.93	\$90.26	\$82.14

Note:	At minimum, Contractor shall honor prices noted for each labor category, on-site or off-site, in each period.	
	Definitions:	
Off-site	Offeror's Place of Work	
On-site	Government (any state or political subdivision) Place of Work	



**Procurement of Acquisition Support
Services (PASS)**

Led by the State of **Hawaii**

Master Agreement #: 19-19-14 (*hereinafter "Master Agreement"*)

Contractor: **Business Management Research Associates, Inc.** (*hereinafter "Contractor"*)

Lead State: **STATE OF HAWAII** (*hereinafter "Lead State"*)

Amendment #4 of Master Agreement (Master Agreement #19-19-14) for Procurement of Acquisition Support Services (PASS), is made and entered into by and between the Lead State acting by and through the Department of Accounting and General Services, State Procurement Office, a State of Hawaii governmental agency ("State") on behalf of the NASPO ValuePoint Cooperative Purchasing Program.

AGREEMENT

1. Amendment – Term of the Master Agreement. The Master Agreement has a base period of two (2) years and shall terminate unless it is extended. Per the term of the Master Agreement, the Master Agreement may be extended for up to three (3) additional 12-month periods or parts thereof at the Lead State's discretion, by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor Performance. The Lead State has made the determination and chooses to exercise the third 12-month optional period to extend the Master Agreement from June 6, 2023 to June 5, 2024.
2. Amendment – Hourly Rates:
 - a. Per the Master Agreement, all labor category rates must be guaranteed for the initial term and additional years of the Master Agreement.
 - b. Hourly rates in optional periods were allowed to be adjusted at no more than a 2% inflation rate. See Exhibit 2 for rates for Year 5 applicable to this amendment and extension period.
 - c. All rates shall be guaranteed for each year as part of the Master Agreement. Requests for price adjustment, other than the adjusted price offered shall not be considered.

NASPO ValuePoint
AMENDMENT #4
MASTER AGREEMENT



**Procurement of Acquisition Support
Services (PASS)**

Led by the State of **Hawaii**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT THROUGH THEIR
DULY AUTHORIZED REPRESENTATIVES WITH FULL KNOWLEDGE OF AND
AGREEMENT WITH ITS TERMS AND CONDITIONS.

CONTRACTOR: Business Management Research Associates, Inc.	LEAD STATE: State of Hawaii
Signature: <i>Gray K. Coyner</i>	Signature: <i>Bonnie A. Kahakui</i>
Name: Gray K. Coyner	Name: Bonnie Kahakui, Department of Accounting and General Services, State Procurement Office
Title: CEO	Title: Acting Administrator
Date: 12/30/2022	Date: 02/02/2023

APPROVED AS TO FORM:

Stella M. Kam

02/02/2023

Deputy Attorney General

BUSINESS MANAGEMENT RESEARCH ASSOCIATES, INC.

Exhibit 2 - Hourly Labor Rates

	Base Period: Year 1 and 2		Optional Period: Year 3		Optional Period: Year 4		Optional Period: Year 5	
Labor Categories	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site
Program Director	\$146.59	\$133.40	\$148.79	\$135.40	\$151.03	\$137.43	\$153.29	\$139.49
Program Manager	\$134.02	\$121.96	\$136.03	\$123.79	\$138.07	\$125.65	\$140.14	\$127.53
Subject Matter Expert III	\$205.23	\$186.76	\$208.31	\$189.56	\$211.43	\$192.41	\$214.61	\$195.29
Subject Matter Expert II	\$139.69	\$127.12	\$141.78	\$129.02	\$143.91	\$130.96	\$146.07	\$132.92
Subject Matter Expert I	\$118.92	\$108.22	\$120.70	\$109.84	\$122.51	\$111.49	\$124.35	\$113.16
Acquisition Support Specialist III	\$100.05	\$91.04	\$101.55	\$92.41	\$103.07	\$93.79	\$104.61	\$95.20
Acquisition Support Specialist II	\$96.65	\$87.95	\$98.10	\$89.27	\$99.57	\$90.61	\$101.06	\$91.97
Acquisition Support Specialist I	\$86.32	\$78.55	\$87.62	\$79.73	\$88.93	\$80.93	\$90.26	\$82.14
Analyst II	\$96.65	\$87.95	\$98.10	\$89.27	\$99.57	\$90.61	\$101.06	\$91.97
Analyst I	\$86.32	\$78.55	\$87.62	\$79.73	\$88.93	\$80.93	\$90.26	\$82.14
Note:	At minimum, Contractor shall honor prices noted for each labor category, on-site or off-site, in each period.							
Definitions:								
Off-site	Offeror's Place of Work							
On-site	Government (any state or political subdivision) Place of Work							



**Procurement of Acquisition Support
Services (PASS)**

Led by the State of **Hawaii**

Master Agreement #: 19-19-14 (*hereinafter "Master Agreement"*)

Contractor: **Business Management Research Associates, Inc.** (*hereinafter "Contractor"*)

Lead State: **STATE OF HAWAII** (*hereinafter "Lead State"*)

Amendment #3 of Master Agreement (Master Agreement #19-19-14) for Procurement of Acquisition Support Services (PASS), is made and entered into by and between the Lead State acting by and through the Department of Accounting and General Services, State Procurement Office, a State of Hawaii governmental agency ("State") on behalf of the NASPO ValuePoint Cooperative Purchasing Program.

AGREEMENT

1. Amendment – Term of the Master Agreement. The Master Agreement has a base period of two (2) years and shall terminate unless it is extended. Per the term of the Master Agreement, the Master Agreement may be extended for up to three (3) additional 12-month periods or parts thereof at the Lead State's discretion, by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor Performance. The Lead State has made the determination and chooses to exercise the second 12-month optional period to extend the Master Agreement from June 6, 2022 to June 5, 2023.
2. Amendment – Hourly Rates:
 - a. Per the Master Agreement, all labor category rates must be guaranteed for the initial term and additional years of the Master Agreement.
 - b. Hourly rates in optional periods were allowed to be adjusted at no more than a 2% inflation rate. See Exhibit 2 for rates for Year 4 applicable to this amendment and extension period.
 - c. All rates shall be guaranteed for each year as part of the Master Agreement. Requests for price adjustment, other than the adjusted price offered shall not be considered.

NASPO ValuePoint
AMENDMENT #3
MASTER AGREEMENT



**Procurement of Acquisition Support
Services (PASS)**

Led by the State of **Hawaii**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT THROUGH THEIR
DULY AUTHORIZED REPRESENTATIVES WITH FULL KNOWLEDGE OF AND
AGREEMENT WITH ITS TERMS AND CONDITIONS.

CONTRACTOR: Business Management Research Associates, Inc.	LEAD STATE: State of Hawaii
Signature: <i>Gray K. Coyner</i>	Signature: <i>Bonnie A. Kahakui</i>
Name: Gray K. Coyner	Name: Bonnie Kahakui, Department of Accounting and General Services, State Procurement Office
Title: CEO	Title: Acting Administrator
Date: 04/15/2022	Date: 05/13/2022

APPROVED AS TO FORM:

Stella M. Kam

04/20/2022

Deputy Attorney General

BUSINESS MANAGEMENT RESEARCH ASSOCIATES, INC.

Exhibit 2 - Hourly Labor Rates

	Base Period: Year 1 and 2		Optional Period: Year 3		Optional Period: Year 4		Optional Period: Year 5	
Labor Categories	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site
Program Director	\$146.59	\$133.40	\$148.79	\$135.40	\$151.03	\$137.43	\$153.29	\$139.49
Program Manager	\$134.02	\$121.96	\$136.03	\$123.79	\$138.07	\$125.65	\$140.14	\$127.53
Subject Matter Expert III	\$205.23	\$186.76	\$208.31	\$189.56	\$211.43	\$192.41	\$214.61	\$195.29
Subject Matter Expert II	\$139.69	\$127.12	\$141.78	\$129.02	\$143.91	\$130.96	\$146.07	\$132.92
Subject Matter Expert I	\$118.92	\$108.22	\$120.70	\$109.84	\$122.51	\$111.49	\$124.35	\$113.16
Acquisition Support Specialist III	\$100.05	\$91.04	\$101.55	\$92.41	\$103.07	\$93.79	\$104.61	\$95.20
Acquisition Support Specialist II	\$96.65	\$87.95	\$98.10	\$89.27	\$99.57	\$90.61	\$101.06	\$91.97
Acquisition Support Specialist I	\$86.32	\$78.55	\$87.62	\$79.73	\$88.93	\$80.93	\$90.26	\$82.14
Analyst II	\$96.65	\$87.95	\$98.10	\$89.27	\$99.57	\$90.61	\$101.06	\$91.97
Analyst I	\$86.32	\$78.55	\$87.62	\$79.73	\$88.93	\$80.93	\$90.26	\$82.14
Note:	At minimum, Contractor shall honor prices noted for each labor category, on-site or off-site, in each period.							
Definitions:								
Off-site	Offeror's Place of Work							
On-site	Government (any state or political subdivision) Place of Work							



State of Idaho Contract Number PADD20231559 Amendment No. 2

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Business Management Research Associates, Inc. 9817 Godwin Drive, Suite 202 Manassas, VA 20110

Contract Summary

Contract Name: Procurement Acquisition Support Services Contract Description: Procurement Acquisition Support Services for Idaho Public Agencies Original Effective Date: 2/9/2023 Current Expiration Date: 6/5/2024	Current Contract Value: \$500,000.00 Estimated Lifetime Value: \$500,000.00 Contract Usage Type: Open
---	--

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Gray Coyner	(703) 691-0868 ext. 124	businessdevelopment@bmra.com

Recitals

1. The Parties entered into a Contract (PADD20231559) for Procurement Acquisition Support Services for Idaho Public Agencies, effective February 9, 2023.
2. This Participating Addendum is pursuant to Master Agreement No. 19-19-14, awarded by the lead State of Hawaii through NASPO ValuePoint.
3. This Participating Addendum (PA) has 1 previous amendment which limited the Scope of Work to include only ARPA Funding Subrecipient Monitoring.
4. With this Amendment No. 2, the Parties desire to open up the entire scope of products and services.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Section 1, Scope, of the Participating Addendum is modified as follows:

~~This PA includes the limited scope of work and cost as detailed in Exhibit A, ARPA Fund Subrecipient Monitoring, included in this Amendment No. 1, below.~~ This PA includes the entire scope of products and services available through the Master Agreement referenced in the recitals.

2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: David Miller

Name: David Miller

Title: Contract Administrator

Date: 04/30/2024

Business Management Research Associates, Inc.

Gray Coyner, Sr., CEO
Digitally signed by: Gray Coyner, Sr., CEO
DN: CN = Gray Coyner, Sr., CEO
email = gcoyner@bmra.com C = US O = BMRA
Date: 2024.04.29 16:43:21 -05'00'

Signature: _____

Name: Gray Coyner

Title: CEO

Date: 4/29/2024



State of Idaho Participating Addendum No. PADD20231559 Amendment No. 1

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Business Management Research Associates, Inc. 9817 Godwin Drive, Suite 202 Manassas, VA 20110

Contract Summary

Contract Name: Procurement Acquisition Support Services Contract Description: Procurement Acquisition Support Services for Idaho Public Agencies Original Effective Date: 2/9/2023 Current Expiration Date: 6/5/2024	Current Contract Value: \$500,000.00 Estimated Lifetime Value: \$500,000.00 Contract Usage Type: Open
---	--

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Gray Coyner	703-691-0868 ext. 124	businessdevelopment@bmra.com

Recitals

1. The Parties entered into a Participating Addendum (PADD20231559) for Procurement Acquisition Support Services for Idaho Public Agencies, effective February 9, 2023.
2. This Participating Addendum is pursuant to Master Agreement No. 19-19-14 awarded by the lead State of Hawaii through NASPO ValuePoint.
3. With this Amendment No. 1, the Parties desire to 1) modify the scope of work to incorporate the scope of the mini-bid performed by the State, and 2) obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

Agreement


Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Participating Addendum is amended as follows:

1. Section 1, Scope, of the Participating Addendum is modified as follows:


~~This PA includes the entire scope of the products and services available through the Master Agreement referenced above.~~ This PA includes the limited scope of work and cost as detailed in Exhibit A, ARPA Fund Subrecipient Monitoring, included in this Amendment No. 1, below.

2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature:  _____
Name: Chase Croft
Title: Contract Administrator
Date: 2/20/2024

Business Management Research Associates, Inc.

Signature:  _____
Name: Gray Coyner, Sr.
Title: CEO
Date: 2/20/2024

Digitally signed by: Gray Coyner, Sr., CEO
DN: CN = Gray Coyner, Sr., CEO
email = gcoyner@bmra.com C = US
O = BMRA
Date: 2024.02.20 10:34:19 -05'00'

****Exhibit A Follows****

Exhibit A

State of Idaho Division of Purchasing ARPA Fund Subrecipient Monitoring

- 1. Purpose:** The state of Idaho, through the Idaho Division of Purchasing (“the State”) is seeking to enter into a Participating Addendum (PA) with one or more contractors who have been awarded a master agreement under the NASPO ValuePoint portfolio for procurement acquisition support services (PASS), led by the state of Hawaii. The State is specifically seeking to establish one or more statewide contracts services related to the monitoring of ARPA Fund subrecipients. The purpose of this questionnaire is to determine: 1) which contractors that have been awarded master agreements under the NASPO ValuePoint portfolio for PASS can offer the required services; and 2) of those contractors, which can offer the State the best overall value.
- 2. Scope of Work:** The resulting contracts will be statewide contracts with no minimum or maximum work guaranteed. The contracts will be mandatory use for state agencies and optional use for public agencies. Each agency will define its specific scope of work; however, all awarded contractors must be able to provide at least the following services related to the monitoring of ARPA funds:
 - Consulting and technical assistance on the development of the subrecipient monitoring plan;
 - Conduct subrecipient risk assessment and update risk assessment as needed;
 - Perform or assist in performing subrecipient monitoring activities in accordance with the subrecipient monitoring plan that was designed as part of the scope;
 - Perform or assist in performing subrecipient audit review of funds received under the ARPA. This includes verifying if required audits were obtained and if any management decisions are required and communicating any subrecipient findings to the agency for further action;
 - Serve as a resource to the State for questions regarding specific issues related to ARPA funding on an as-needed basis;
 - Assist the agency in the monitoring of beneficiary programs under ARPA on an as-needed basis.
- 3. Process:** Vendors who are interested in providing the required ARPA Fund Subrecipient Monitoring to the State through a PA must complete this form and submit it via email to the following contact by **Thursday, February 2, 2023, at 5:00 p.m. Mountain time:** Carrie Parks, Buyer, Carrie.Parks@adm.idaho.gov.

Alternate responses are not allowed, if there is more than one response entered from a contractor, the most recent response submitted is the response taken into consideration. All other responses from the same contractor will not be considered.

- 4. Evaluation:** The State will award to the lowest responsible bidder, deemed to be the high point vendor using the following criteria:

Criteria	Available Points
Technical Score (from Lead State’s procurement)	700
Cost Score (normalized from this questionnaire)	300
TOTAL	1000

By submitting a response, the vendor agrees to negotiate a Participating Addendum in good faith with the State if selected for award of a PA.

5. **Discussions/BAFOs:** Discussions with vendors that provide responses (including the utilization of one or more rounds of Best and Final Offer (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state of Idaho to be in its best interest.

Questionnaire

Complete and submit this form as detailed in Section 3 above.

1. **Vendor Information**

Vendor Name	Business Management Research Associates, Inc. (BMRA)
Master Agreement Number	19-19-14
Name of Person Submitting Questionnaire	Gray Coyner
Email	businessdevelopment@bmra.com
Phone	703-691-0868 ext. 100

2. **Scope of Work**

Is the vendor names above willing and able to provide the scope of work detailed in Section 2 above to the State of Idaho, including public agencies?

☒ Yes ☐ No

3. **References**

Provide contact information for at least two (2) clients for whom vendor has provided ARPA fund monitoring. If vendor has not provided ARPA fund monitoring, provide a narrative response detailing similar work (provide references for the alternate services) and an explanation of why the vendor should be considered for award.

Reference #1	
Client Organization	Federal Transit Administration (FTA)
Contact Name	Sandra McCrea
Email	Sandra.ccrea@dot.gov
Phone	202-366-0803
Reference #2	
Client Organization	Maritime Administration (MARAD)
Contact Name	Tracey Ford
Email	Tracey.ford@dot.gov
Phone	202-366-0321
Reference #3	
Client Organization	CDI/DCI Joint Venture
Contact Name	Kathy Beck
Email	Beck_KM@outlook.com
Phone	540-429-0585

Narrative Response for alternate services (if applicable):

- **MARAD Grants Administration**
 - BMRA provides Grant Management and audit services to MARAD. Under this contract, BMRA is tasked to develop two SOPs to document the internal and external programmatic (compliance) monitoring review (PMR) processes. The SOPs must include all applicable statutory laws, regulations, and policies, as well as a checklist and workflow diagrams for both processes. BMRA reviews existing Single Audit standard operating procedure (SOP) for possible business process improvements (BPI); and develops a Single Audit Resolution Appeal process. Additionally, BMRA will review Federal financial assistance such as grants, cooperative agreements, loans, and contracts for conformance with applicable Federal laws and regulations, funding limitations, program requirements, and agreement terms and conditions; Conduct internal program reviews of program office operations; and conduct external monitoring reviews of financial assistance grant recipients to ensure adherence with Federal regulations; and work closely with Office Director to resolve all compliance issues.
- **FTA Procurement System Reviews (PSR)**
 - BMRA provides procurement audit services on behalf of the FTA. BMRA personnel are assigned FTA Grant recipient sites and our Subject Matter Experts (SMEs) review their procurement files, processes, and practices in detail. When the review is complete, BMRA SMEs draft reports on their findings for FTA and Site Points of Contact (POCs) to review and comment on. Then the report is finalized and identifies deficiencies and recommendations for remedies.
- **CDI/DCI CORTAP**
 - BMRA is a subcontractor to CDI/DCI Joint Venture and provides similar audit services for this contract as we do on the FTA PSR, but rather than procurement systems, BMRA SMEs review spending and policies for Americans with Disabilities Act, Equal Employment Opportunity, and Maintenance programs for FTA grantees.

4. Cost

Fully burdened **hourly rate** for services detailed in this Questionnaire (cannot exceed price in Master Agreement)

\$148.79 (Program Director)
\$208.31 (Subject Matter Expert III)
\$87.62 (Analyst I)

Gray K. Coyner
Sr.

Digitally signed by: Gray K. Coyner Sr.
DN: CN = Gray K. Coyner Sr. email =
gcoyner@bmra.com C = US O =
BMRA
Date: 2023.02.02 16:40:42 -05'00'

2/2/2023

Signature

Date

Gray Coyner

Owner/CEO

Printed Name

Title



PROCUREMENT ACQUISITION SUPPORT SERVICES

Led by the **State of Hawaii**

Master Agreement #: **19-19-14**
Participating Addendum #: **PADD20231559**
Contractor: **Business Management Research Associates,
Inc. (BMRA)**
Participating Entity: **STATE OF IDAHO**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

This PA includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of **Hawaii** and Contractor for **Procurement Acquisition Support Services (PASS)**. This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the Division of Purchasing Administrator.

3. Term:

This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

4. Value:

The estimated value of this PA is \$500,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.

5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:



PROCUREMENT ACQUISITION SUPPORT SERVICES

Led by the **State of Hawaii**

CONTRACTOR:

Name:	Gray Coyner
Address:	9817 Godwin Drive, Suite 202, Manassas, VA 20110
Telephone:	703-691-0868 ext. 124
Email:	businessdevelopment@bmra.com

PARTICIPATING ENTITY:

Name:	State of Idaho
Address:	650 W State St. Room 100, Boise, ID 83702
Telephone:	208.327.7465
Email:	ContractAdmin@adm.idaho.gov

6. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

6.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

6.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

6.3 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event

PROCUREMENT ACQUISITION SUPPORT SERVICES

Led by the **State of Hawaii**

shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

6.4 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

6.5 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

6.6 Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA, as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly PA sales.

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov, utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/>.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter:	July 1 – September 30	October 31st
2nd Quarter:	October 1 – December 31	January 31st
3rd Quarter:	January 1 – March 31	April 30th

PROCUREMENT ACQUISITION SUPPORT SERVICES

Led by the **State of Hawaii**

4th Quarter:

April 1 – June 30

July 31st

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of this PA or Master Agreement. If, for any other reason, the Contractor is obligated to refund to the Participating Entity all or a portion of the Participating Entity's payment to the Contractor, or the Participating Entity withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, as provided above, the Participating Entity, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future participating addenda.

6.7 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

6.8 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages

PROCUREMENT ACQUISITION SUPPORT SERVICES

Led by the State of Hawaii

caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

6.9 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho;

Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

7. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
8. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.







PROCUREMENT ACQUISITION SUPPORT SERVICES

Led by the **State of Hawaii**

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: Gray K. Coyner Sr. <small>Digitally signed by: Gray K. Coyner Sr. DN: CN = Gray K. Coyner Sr. email = gcoyner@bmra.com C = US O = BMRA Date: 2023.02.09 10:04:21 -05'00'</small>
Name: 	Name: Gray Coyner
Title: 	Title: Owner/CEO
Date: 	Date: 2/9/2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.