THIS MASTER PRICING AGREEMENT (MPA), hereinafter called “AGREEMENT,” is executed between the State of Washington for the use and benefit of the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter called “WSDOT,” and Consultant's Name, hereinafter called “CONSULTANT,” Address, licensed to conduct business in Washington State, WSDOT Statewide Vendor Number: SWV#.

Article I. RECITALS

Section 1.01 The CONSULTANT must have a current, Federal Acquisition Regulation (FAR) compliant, Indirect Cost Rate (ICR) in order to provide consulting services on WSDOT projects. The ICR is a mechanism for determining fairly and conveniently, within the boundaries of sound administrative principle, the expenses of doing business that are not readily identified with a particular contract, project function or activity, but are necessary for the general operation of the CONSULTANT in the conduct of activities it performs. The sole purpose for the parties entering into this AGREEMENT is to establish “Direct Labor” rates and ICR for work to be performed pursuant to agreements entered into hereafter between WSDOT and the CONSULTANT.

Firms with total authorizations from WSDOT agreements (as prime and/or sub-consultant) of $1 million or more in the previous calendar year must have an audited indirect cost rate schedule.

A CPA or authorized Federal Government Agency such as the Defense Contract Audit Agency (DCAA), must audit the firm’s ICR and prepare an audit report offering an opinion on the ICR’s compliance with 48 CFR Part 31. It is the firm’s responsibility to understand their agreement and revenue situation, anticipate, and plan for the possibility of an audited ICR being required if the $1 million threshold is exceeded.

Section 1.02 This AGREEMENT does not in and of itself create a contractual or legal obligation between WSDOT and the CONSULTANT, whether acting as a prime consultant or sub-consultant, except when incorporated into agreements for determining the Direct Labor rates and ICR that the CONSULTANT, or CONSULTANT acting as a sub-consultant, may charge for services performed.

Section 1.03 The CONSULTANT understands and agrees that WSDOT is not obligated to assign any work to CONSULTANT because of the terms of this AGREEMENT. By entering into this AGREEMENT, WSDOT is not encumbering any funds, federal, state or otherwise.

Section 1.04 The parties agree to the incorporation of these recitals in the terms of this AGREEMENT. The terms of this AGREEMENT should be incorporated by reference to any agreements entered into hereafter between WSDOT and the CONSULTANT.

Article II. TERMS OF THE AGREEMENT

Section 2.01 The term of this AGREEMENT is one (1) year from the Effective Date (defined as 180 days following the firm’s fiscal year end date).

Section 2.02 During the term of this AGREEMENT, the CONSULTANT shall submit financial records or other documents to the WSDOT Internal Audit within 180 days following the CONSULTANT’s fiscal year end date. The CONSULTANT has designated its fiscal year as follows:

Fiscal Year End Date: MM/DD

The required documents to begin a review can be found on the WSDOT CSO website:

http://www.wsdot.wa.gov/Business/Consulting/

Upon WSDOT Internal Audit’s review and acceptance of the CONSULTANT’s ICR and WSDOT Consultant Services Office’s (CSO’s) acceptance of the CONSULTANT’s Direct Labor, WSDOT will unilaterally issue written notice of such acceptance by use of this AGREEMENT.

**Exhibit A** the WSDOT Classification Crosswalk acceptance, **Exhibit B** the ICR acceptance, and **Exhibit C** the ANTE (Actual Not to Exceed) table are attached hereto and incorporated herein.

Section 2.03 The term of this AGREEMENT shall be the “effective date”, established pursuant to the provisions of section 2.01 above. This date will be the effective date of any Direct Labor rate.

Section 2.04 CONSULTANT shall implement the current rates with an approved exhibit D (prime) or exhibit E (sub) for all new agreements following the firms effective approval date.

Section 2.05 Upon execution of this AGREEMENT, and upon issuance of any subsequent update, the ANTE table approved thereby will be incorporated by WSDOT into all new WSDOT agreements during the effective period with the CONSULTANT.

Section 2.06 The right is reserved by the STATE to terminate this AGREEMENT at any time with or without cause upon written notice to the CONSULTANT.

Article III. ANTE TABLES [Actual Not to Exceed]

Section 3.01 As used in this AGREEMENT, “ANTE tables” means 1) the actual Direct Labor rates of pay for the CONSULTANT’s classifications and 2) the ICR charged by the CONSULTANT, including, as applicable, separate office and field ICR’s. The initial ANTE tables are set forth in the attached Exhibit C (showing only direct labor classification and ICR), attached hereto and incorporated herein. This Exhibit establishes the sole basis for WSDOT’s payment for any and all hours worked by CONSULTANT. The ANTE tables, including Fixed Fee, shown in each agreement shall be applicable per the terms and conditions of the agreement.

Section 3.02 The CONSULTANT shall charge WSDOT the actual employee labor up to the maximum Not To Exceed (NTE) as shown in the agreement exhibits for work performed pursuant to all current task orders or agreements issued to the CONSULTANT, either as the prime consultant or as a sub-consultant, including any pre-existing agreements or task orders and their associated amendments entered into by WSDOT and the CONSULTANT. All agreements procured through the prequalification lists are subject to this AGREEMENT.

Section 3.03 The CONSULTANT is responsible for certifying that all Direct Labor rates and other factual unit costs submitted in support of any their financials are accurate, complete and current at the time of submission.

Article IV. ANNUAL ADJUSTMENTS AND LIMITATIONS

Section 4.01 WSDOT’s approval of any financials, Indirect Cost Rate and Direct Labor rates, are subject to WSDOT approval following an assessment of “reasonableness” per the Federal Acquisition Regulations (“FAR”).

Article V. GENERAL PROVISIONS

Section 5.01 Notice. Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be in writing, and shall be delivered as an email to the principal representative at the email address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this Section without a formal amendment to this AGREEMENT. Unless otherwise provided in this AGREEMENT, notices shall be effective upon delivery of the written notice.

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| --- | --- |
| If to Consultant: | If to State: |
| Name | WSDOT- Contract Services |
| Address | PO Box 47323 |
| City, State and Zip Code | Olympia, WA 98501 |
| Email Address | WSDOTCSO@WSDOT.WA.GOV |

Section 5.02 Assignment. CONSULTANT’s rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of WSDOT. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of CONSULTANT’s rights and obligations approved by the State shall be subject to the provisions of this AGREEMENT.

Section 5.03 Binding Effect. Except as otherwise provided in this AGREEMENT, all provisions of this AGREEMENT, including the benefits and burdens, shall extend to and be binding upon the parties’ respective successors and assigns.

Section 5.04 Jurisdiction and Venue. All suits or actions related to this AGREEMENT shall be filed and proceedings held in the State of Washington and exclusive venue shall be in Thurston County, City of Olympia.

Section 5.05 Modification. Except as otherwise provided in this AGREEMENT, any modification to this AGREEMENT shall only be effective if agreed to in a formal supplement to this AGREEMENT, properly executed and approved in accordance with applicable Washington State law and State Fiscal Rules. Modifications permitted under this AGREEMENT, other than supplements, shall conform to the policies promulgated by the CSO manager.

Section 5.06 Severability. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision of this AGREEMENT, which shall remain in full force and effect, if the parties can continue to perform their obligations under this AGREEMENT in accordance with its intent.

Section 5.07 Waiver. A party’s failure or delay in exercising any right, power, or privilege under this AGREEMENT, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Section 5.08 To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, WSDOT shall maintain the confidentiality of CONSULTANT’s information marked confidential or proprietary. If a request is made to view CONSULTANT’s proprietary information, WSDOT will notify CONSULTANT of the request and of the date that the records will be released to the requester unless CONSULTANT obtains a court order enjoining that disclosure. If CONSULTANT fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

Section 5.09 Entire Understanding. This AGREEMENT represents the complete integration of all understandings between the parties related to the subject matter herein, and all prior representations and understandings related thereto, oral or written, are merged into this AGREEMENT. Prior or contemporaneous additions, deletions, or other changes to this AGREEMENT shall not have any force or effect whatsoever, unless embodied herein.

Article VI. AUDIT PROVISIONS

Section 6.01 All proposed Direct Labor rates and ICR’s are subject to review and approval by the CSO or WSDOT Internal Audit prior to the execution of this Agreement or issuance of any update.

Section 6.02 The CONSULTANT and any sub-consultant shall permit the State, Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, and/or transcribe the CONSULTANT’s records during the term of this AGREEMENT and for a period of six (6) years following termination of this AGREEMENT, or until final payments made under the provisions herein, whichever is later, to assure compliance with the terms hereof, or to evaluate the CONSULTANT’s performance hereafter. All CONSULTANT’s audit working papers are subject to copying, scanning and/or electronic submission by or for WSDOT as part of WSDOT’s effort to ensure the quality of audits and audit reports.

Section 6.03 The CONSULTANT and any sub-consultant shall assure that any independent CPA performing an indirect cost rate audit shall permit the State, Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, or examine the CPA’s indirect cost rate audit work papers during the term of this AGREEMENT and for a period of six (6) years following termination of this AGREEMENT, or until final payments made under the provisions herein, whichever is later, to assure that said audit work is completed in accordance with Generally Accepted Government Auditing Standards and in accordance with the guidance set forth in the AASHTO Audit Guide. All CPA audit working papers are subject to copying, scanning and/or electronic submission by or for WSDOT as part of WSDOT’s effort to ensure the quality of audits and audit reports.

Section 6.04 The Direct Labor rates and the ICR’s are subject to retroactive adjustment to actual cost if WSDOT subsequently becomes aware of deficient audit work by an independent CPA, misinformation provided by the CONSULTANT, fraud, etc., and the deficiency results in a MISSTATEMENT in the ICR or costs reported. In such a case, the ANTE tables and all costs reported under the previously approved Direct Labor rates are subject to adjustment to actual cost by the WSDOT Internal Audit.

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Consultant's Name

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| --- | --- |
|  |  |
| Signature | Date |

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

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| --- | --- |
|  |  |
| Signature | Date |