**STATEWIDE CONTACT SERVICE AGREEMENT**

**Between NEVADA STATEWIDE CONTRACTOR**

|  |  |
| --- | --- |
| Contractor: |  |
| Statewide Contract #: |  |

**AUTHORIZED FULFILLMENT PARTNER**

|  |  |
| --- | --- |
| Vendor Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact: |  |
| Phone: |  |
| Email: |  |

**And THE STATE OF NEVADA**

**Acting by and Through its**

|  |  |
| --- | --- |
| Agency Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact: |  |
| Phone: |  |
| Email: |  |

This Service Agreement (Agreement) is between the Nevada Statewide Contractor (Contractor), on behalf of the Authorized Fulfillment Partner (Vendor), and the State of Nevada Agency (Agency). This Agreement constitutes the complete agreement between the Contractor, Vendor, and Agency. Agency agrees to the following services for the term and fees set forth below. Contract: is defined to be this document and the following Attachments and Incorporated Documents

# SERVICE AGREEMENT TERM

## This Agreement shall be effective as noted below, unless sooner terminated by either party as specified in the Statewide Contract. Agreements requiring approval of the Nevada Board of Examiners, or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

|  |  |  |  |
| --- | --- | --- | --- |
| Effective from: | Upon BOE Approval | To: |  |

# INCORPORATED DOCUMENTS

## The parties agree that this Agreement, is defined as Contract and is defined to be this document and the attachments inclusive of the following incorporated documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive precedence:

## The understood order of precedence is that the Service Agreement with incorporated Scope of Work and template order form controls over the Participating Addendum, which in turn controls over terms which are in the NASPO Master Agreement and its as amended Exhibits.

## ORDER OF PRECEDENCE

## INCORPORATED BY REFERENCE

### The State of Nevada Statewide Contract and all included attachments, as agreed to by the State of Nevada and the Contractor listed on page one, are incorporated by reference.

## INCORPORATED BY ATTACHMENT

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| --- | --- |
| ATTACHMENT AA: | INSURANCE SCHEDULE |
| ATTACHMENT BB: | VENDOR SCOPE OF WORK (agreements order form) AND COST |
| ATTACHMENT CC: | *Additional Items as needed* |

### An Attachment must be limited to the Scope of Work to be performed by Contractor and/or the Authorized Fulfillment Partner. Any provision, term or condition of an Attachment that contradicts the terms of this Agreement, the Master Agreement, the Participating Addendum, or that would change the obligations of the State under this Agreement, shall be void and unenforceable.

# CONSIDERATION

## The parties agree that Contractor will provide the services specified in this Agreement and ***Section 3, Incorporated Documents*** at a cost as noted below:

|  |  |
| --- | --- |
| Total Contract or installments payable at: | As invoiced by the Contractor and approved by the State |
| Total Contract Not to Exceed: |  |

# INSURANCE REQUIREMENTS FOR PROJECT

## Vendor shall provide the insurance requirements as specified in the Statewide Contract under scope of work for this project to the using agency.

# ENTIRE AGREEMENT AND MODIFICATION

## This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Agreement, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

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|  |  |  |  |
| Fulfillment Partner’s Signature | Date |  | Fulfillment Partner’s Title |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Statewide Contractor’s Signature | Date |  | Statewide Contractor’s Title |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| State of Nevada Authorized Signature | Date |  | Title |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | APPROVED BY BOARD OF EXAMINERS |
| Signature – Board of Examiners |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | On: |  |
|  |  |  | Date |

|  |  |  |  |
| --- | --- | --- | --- |
| Approved as to form by: |  |  |  |
|  |  | On: |  |
| Deputy Attorney General for Attorney General |  |  | Date |