**SERVICE AGREEMENT FOR STATEWIDE CONTRACT**

**NEVADA STATEWIDE CONTRACTOR**

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

**AUTHORIZED FULFILLMENT PARTNER**

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

**Between 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 Vendor and Agency. Agency agrees to the following services for the term and fees set forth below.

# 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: |  | To: |  |

# INCORPORATED DOCUMENTS

The parties agree that this Agreement, inclusive of the following incorporated documents, specifically describes the Scope of Work (SOW). This Agreement incorporates the following in descending order of constructive 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

|  |  |
| --- | --- |
| ATTACHMENT AA: | VENDOR’S QUOTE AND TERMS OF SERVICE |

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: |  |

# PROJECT SCOPE

The project overview is entered here.

## PROJECT DESCRIPTION

The scope of work from the mini-bid goes here.

# SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

Payment for services and deliverables will be made as defined by this Agreement and the Agency technical specifications associated with this Agreement. Successful delivery of the work will be mutually agreed upon by the Vendor and the Agency.

| **ONE TIME COSTS** | | |
| --- | --- | --- |
| **Deliverable** | **Acceptance Date** | **Amount** |
| Deliverable Description |  |  |
| ***Total One-Time Costs*** | |  |

# INSURANCE REQUIREMENTS FOR PROJECT

Vendor shall provide the insurance requirements as specified in RFQ 99SWC-S1656 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.

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

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