**SERVICE AGREEMENT FOR CLOUD SOLUTIONS**

**NEVADA STATEWIDE CONTRACTOR**

|  |  |
| --- | --- |
| Contractor: |  |
| Master Agreement Number (MSA) #: |  |
| CETS #: | **This MSA has an existing CETS # and the number must be provided here.** |

**AUTHORIZED FULFILLMENT PARTNER**

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

**Between the State of Nevada**

**Acting by and Through its**

|  |  |
| --- | --- |
| Agency Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact: |  |
| Phone: |  |
| Fax: |  |
| 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 Authorized Fulfillment Partner and Agency. Agency agrees to the following services for the term and fees set forth below.

The following yellow text is informational for Agency information and should be removed prior to finalization.

This Agreement template is adopted by State of Nevada Purchasing Division for Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS) solutions and serves as a supplemental document to a Statewide Contract for Cloud Solutions.

The Agreement is intended to clarify all work to be done by the vendor for the Agency to begin to use the solution. Whereas a Service Level Agreement (SLA) is focused on ensuring a system meets a given performance and availability standard over time, the Agreement is focused on initial implementation.

The degree of specification required in the Agreement will vary based on the amount of vendor resources, services, and tools needed to implement the hosted system. For example, a SaaS application that requires no data conversion and initial upload, no configuration of screens and reports, and no user training may require nothing more than a payment schedule, brief implementation schedule, and acceptance criteria. This template is to serve as a starting point for projects.

# TECHNOLOGY INVESTMENT NOTIFICATION (TIN)

In accordance with NRS 242.171, information systems projects with a cost of $50,000 or more require review and approval from the Administrator of Enterprise Information Technology Services (EITS) or their designee prior to the commencement of work.

# SERVICE AGREEMENT TERM

This Agreement shall be effective as noted below, unless sooner terminated by either party as specified in ***Participating Addendum, Section 5.11, Contract Termination***. 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: | Enter Date | To: | Enter Date |

# 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 Participating Addendum to Master Agreement Number XXXXXX 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: | TIN APPROVAL OR WAIVER |
| ATTACHMENT BB: | INSURANCE SCHEDULE |
| ATTACHMENT CC: | CLOUD CHECKLIST |
| ATTACHMENT DD: | FULLFILLMENT PARTNER’S TERMS OF SERVICE AGREEMENT |
| ATTACHMENT EE: | FULLFILLMENT PARTNER’S COST PROPOSAL |

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.

# INSURANCE SCHEDULE

## The Master Agreement Insurance Clause (*Section 16)* and Participating Addendum Insurance Clause (*Section 5.17)* apply.

## The Level of Risk for possible data breach for this contract shall be as noted below:

|  |
| --- |
| **Place a check mark next to the appropriate Level of Risk** |
| Low Risk Data |  |
| Moderate Risk Date |  |
| High Risk Date |  |

## Contractor shall provide Cloud Minimum Insurance coverage as required in the Master Agreement Insurance Clause (*Section 16.b.(2)*) in accordance with the level of risk listed above.

# 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: | $ |

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Agreement and/or Incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

# PROJECT SCOPE

The first part of this section lists the major features and functions that are to be enabled in software as a result of the work of the vendor. It also describes other major activities that are to be accomplished, for example user training. The second part describes what features, functions, and activities are not included in the Contract, however, might incorrectly be assumed to be in the scope. For example, we may have only purchased certain functionality/modules, and therefore the part of the software not purchased would be out of scope.

Another common example is around setting up new users (provisioning). It is a common practice in SaaS applications for the vendor to provision the Agency system administrators, and then those administrators provision the Agency users. In that example provisioning system administrators would be listed in the first section, and provisioning users would be listed in the second section.

## PROJECT DESCRIPTION

Vendor shall provide services, resources, and tools to support a successful implementation of a hosted application to (briefly describe purpose of the application)

## SCOPE OF WORK

### The Scope of the project will include the following: (list in numbered format)

### The Scope of the project does **not** include the following: (list in numbered format)

# KEY OBJECTIVES

This section lists the key business objectives to be accomplished by implementing the hosted system. Some examples might be to reduce the time it takes to perform an activity, improve the quality of, or access to particular information, or meet a regulatory requirement.

This is not a detailed specification, but to help ensure the vendor is clear on the business objectives that must be accomplished in order for the Agency to accept the system.

## Key objectives of the Agency in implementing a hosted web based (state system purpose) system include:

# PROJECT DELIVERABLES

List in the following table the deliverables that are to be completed by the vendor. In SaaS applications the vendor deliverables may be as simple as a basic provisioning of Agency system administrators and activating the hosted system licenses, or as complex as adding new functionality to the system.

The following is only an example and represents a large-scale SaaS acquisition where the vendor has a significant work effort to deliver to the Agency as part of the ***implementation phase of the project. Delete and/or insert deliverables as appropriate.***

For example, most SaaS implementations do not have an Agency infrastructure component, so this section would in most cases not be present.

## The deliverables for this project include:

| **SAMPLE PROJECT DELIVERABLES** |
| --- |
| **Project Schedule** – The tasks, deliverables, dates, required resource assignments, and critical path to complete the project. |
| **Project Status Reports** – Periodic reporting on project accomplishments, issues, budget, and schedule. |
| **INFRASTRUCTURE** |
| **Infrastructure Plan -** The plan that describes the needed additions and/or changes to the Agency infrastructure in order to support the portion of the application hosted at the Agency. |
| **System and Software Installation** – The installation of the software and/or hardware that is installed at the Agency. |
| **SYSTEM CONFIGURATION** |
| **System Configuration Plan –** The plan that describes configuration changes to meet the Agency needs. |
| **Security Plan** – The plan that describes the security related changes to the hosting environment or applications in order to meet the Agency needs. |
| **System Configuration** - The execution of the changes required to configure the system. |
| **Security Implementation** – The execution of the Security Plan. |
| **DATA CONVERSION** |
| **Data Conversion Plan** - The plan that describes the steps needed for the Agency to upload its data to the new system. |
| **Data Conversions Utilities** – Any utilities created by the vendor to convert data from an Agency-specific format to the vendor’s format. |
| **TESTING** |
| **Test Plan** - The plan that describes the method for testing both changes to the hosted system software and related Agency infrastructure. |
| **Unit Testing** – Testing of individual components/groups of related functionalities of the hosted system. |
| **System Performance (Load/Stress) Testing** – Provide the Agency results of testing showing the hosted system can scale to meet anticipated volume of Agency transactions/data. |
| **Final Acceptance Testing** – Provide the Agency the ability to test the system as a whole for **X** days to ensure it meets the Agency’s performance expectation. |
| **TRAINING** |
| **Training Plan** – The plan that describes the content, intended participants (e.g. train-the-trainer, system administrators only, or all users), format (webinars, classroom, etc) and timing of the training required in order to use the hosted system. |
| **Training Materials** – The materials used to support the training courses. |
| **End-user and Technical Guides** – Documentation in addition to exiting on-line system help that is needed to support the use of Agency specific configuration, functionality, data conversion and upload utilities, etc. |
| **Support and Maintenance Plan** – A description of the roles, responsibilities, problem escalations path, scheduled downtimes, contact names, emails, and phone numbers in support of the hosted system. |

# SERVICE AGREEMENT DELIVERABLE AND PRICING SCHEDULE

Payment schedules for SaaS applications can vary greatly depending on the amount of upfront work/deliverables the vendor will provide, and any charges in addition to the hosted system fee. A simple implementation with no additional vendor deliverables would only require a single line for the hosted system fee. ***The example below represents a complex SaaS implementation with multiple upfront vendor deliverables for which the Agency is paying.***

Payment for services and deliverables will be made based on the successful completion of the Deliverables 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** |
| Project Schedule | MM/DD/YYYY |  |
| Project Status Reports | MM/DD/YYYY |  |
| Infrastructure Plan | MM/DD/YYYY |  |
| System and Software Installation | MM/DD/YYYY |  |
| System Configuration Plan | MM/DD/YYYY |  |
| Security Plan | MM/DD/YYYY |  |
| System Configuration | MM/DD/YYYY |  |
| Security Implementation | MM/DD/YYYY |  |
| Support and Maintenance Plan | MM/DD/YYYY |  |
| Data Conversion Plan | MM/DD/YYYY |  |
| Data Conversion Utilities | MM/DD/YYYY |  |
| Training Plan | MM/DD/YYYY |  |
| Training Materials | MM/DD/YYYY |  |
| End-User and Technical Guides | MM/DD/YYYY |  |
| Initial Year Hosted System Software License and Subscription | MM/DD/YYYY |  |
| ***Total One-Time Costs*** |  |

| **LICENSING AND SUBSCRIPTION COSTS** |
| --- |
| **Deliverable** | **Acceptance Date** | **Amount** |
| *Year 2 hosted system software license and subscription* |
| Quarter 1 | MM/DD/YYYY |  |
| Quarter 2 | MM/DD/YYYY |  |
| Quarter 3 | MM/DD/YYYY |  |
| Quarter 4 | MM/DD/YYYY |  |
| *Year 3 hosted system software license and subscription* |
| Quarter 1 | MM/DD/YYYY |  |
| Quarter 2 | MM/DD/YYYY |  |
| Quarter 3 | MM/DD/YYYY |  |
| Quarter 4 | MM/DD/YYYY |  |
| *Year 4 hosted system software license and subscription* |
| Quarter 1 | MM/DD/YYYY |  |
| Quarter 2 | MM/DD/YYYY |  |
| Quarter 3 | MM/DD/YYYY |  |
| Quarter 4 | MM/DD/YYYY |  |
| ***Total On-Going Costs*** |  |

# INVOICING PROCESS

The Agency shall pay for the implementation services, deliverables, initial software license and subscription fee, and annual subscription fee as follows:

## Vendor shall have the right to issue invoices on a monthly basis in the amounts noted above for deliverables which have received acceptance in the prior month. Subject to the exercise of its rights and remedies, the Agency shall pay such invoices that are issued in accordance with the terms of this Agreement within 45 days of receipt.

## Vendor shall have the right to issue invoices on a quarterly basis in arrears for the licensing and subscription fee thereafter for the use of and access to the system noted above. Subject to the exercise of its rights and remedies, the Agency shall pay such invoices that are issued in accordance with the terms of this Agreement within 45 days of receipt.

## For continued licensing and subscription beyond Agreement term listed in *Section 2, Service Agreement Term*, the parties shall execute a separate contract.

# PRELIMINARY PROJECT SCHEDULE

| **Deliverable/Task** | **Finish Date** |
| --- | --- |
| Kick-off Meeting | MM/DD/YYYY |
| Project Schedule | MM/DD/YYYY |
| Test and Training Environments Available | MM/DD/YYYY |
| System Configuration and Data Conversion/Upload Complete | MM/DD/YYYY |
| Go-Live | MM/DD/YYYY |

# 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 |

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

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Administrator, Purchasing Division |
| Kevin D. Doty | 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 |