**SERVICE AGREEMENT**

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| --- | --- |
| Vendor Name: |  |
| *NevadaEPro* Vendor Number: |  |
| Controller’s Vendor Number: |  |
| Statewide Contract Number: |  |

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

This Service Agreement (“SA”) is between the above listed Statewide Contract Vendor, and the above listed Agency. This SA includes the statewide contract terms, which are incorporated by reference. Both parties agree to the following Services for the term and fees set forth below.

# SERVICE AGREEMENT TERM

This SA shall be effective as noted below, unless sooner terminated by either party as set forth below. This SA requires a *NevadaEPro* release purchase order number to be assigned by the Purchasing Division and is not effective until such assignment has occurred, however, after such approval, the effective date will be the date noted below.

|  |  |  |  |
| --- | --- | --- | --- |
| Effective from: |  | To: |  |

This SA shall be in effect from the date of approval through the end of the State Fiscal Year (“SFY”) and renewed automatically at the sole discretion of the Agency, for a successive period for each SFY thereafter through the term of this SA. It is further expressly understood and agreed that either party to this SA, notwithstanding the automatic renewal clause, may terminate this SA without cause at any time during the term of this SA by providing written notice 30 days prior to termination. This SA automatically terminates if the incorporated statewide contract is terminated.

# INCORPORATED DOCUMENTS

The parties agree that this SA, inclusive of the following incorporated documents, specifically describes the scope of work. This SA incorporates the following in descending order of constructive precedence:

## Incorporated by Reference

The State of Nevada Statewide Contract Number identified above and all included attachments, as agreed to by the State of Nevada and the Vendor listed above, are incorporated by reference.

## Incorporated by Attachment

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| --- | --- |
| ATTACHMENT 1: | SCOPE OF WORK |
| ATTACHMENT 2: | FEE SCHEDULE |
| ATTACHMENT 3: | WORK ORDER/AUTHORIZATION EXAMPLE |
| ATTACHMENT 4: | ADDITIONAL AGENCY REQUIRED DOCUMENTS |
| ATTACHMENT 5: | DELETE ADDITIONAL ROWS IF NOT USED |

Any provision, term or condition of an attachment that contradicts the terms of this SA or the terms of the statewide contract, shall be void and unenforceable.

# CONSIDERATION

The parties agree that Vendor shall provide the services specified in this SA and *Section 2, Incorporated Documents* with total amount per State Fiscal Year (“SFY”) not to exceed:

|  |  |
| --- | --- |
| Total SFY 2023 SA Not to Exceed: | DELETE ADDITIONAL ROWS IF NOT USED |
| Total SFY 2024 SA Not to Exceed: | DELETE ADDITIONAL ROWS IF NOT USED |
| Total SFY 2025 SA Not to Exceed: | DELETE ADDITIONAL ROWS IF NOT USED |
| Total SFY 2026 SA Not to Exceed: | DELETE ADDITIONAL ROWS IF NOT USED |

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

# SERVICE AGREEMENT DELIVERABLE AND FEE SCHEDULE

Fee schedules or other pricing schedules shall be incorporated as *Attachment 2* of this SA. All services must be pre-authorized by the Agency according to an established fee/payment schedule or best negotiated price.

Payment for services and deliverables will be made based on the successful completion of the deliverables as defined by *Attachment 1*. Successful delivery of the services will be mutually agreed upon by the Vendor and the Agency.

# APPROVAL

The parties hereto represent and warrant that the person executing this SA on behalf of each party has full power and authority to enter into this SA. The Vendor acknowledges that as required by statute or regulation this SA is effective only after issuance of *NevadaEPro* release purchase order number assigned by the State of Nevada Purchasing Division. Any services performed by the Vendor before this SA is effective or after it ceases to be effective are performed at the sole risk of the Vendor.

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

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|  |  |  |  |
| Statewide Contract Vendor’s Signature | Date |  | Statewide Contract Vendor’s Title |

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

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| --- |
| **FOR PURCHASING DIVISION REQUIRED RELEASE ONLY****This document is only valid after a *NevadaEPro* release purchase order number has been assigned.** |

|  |  |
| --- | --- |
| SFY 2023 |  |
| *NevadaEPro* Release Purchase Order Number |

|  |  |
| --- | --- |
| SFY 2024 |  |
| *NevadaEPro* Release Purchase Order Number |

|  |  |
| --- | --- |
| SFY 2025 |  |
| *NevadaEPro* Release Purchase Order Number |

|  |  |
| --- | --- |
| SFY 2026 |  |
| *NevadaEPro* Release Purchase Order Number |