**STATE OF NEBRASKA**

**PROCUREMENT COLLABORATOR AGREEMENT**

This Procurement Collaborator Agreement (“Agreement”) is entered into between [AGENCY (“”)] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Collaborator”). The purpose of this Agreement is for the Collaborator to assist with the development of the solicitation and evaluation of any proposals received by [AGENCY] in response to its solicitation for [RFP/ITB Description] [XXXX].

**COLLABORATOR AGREES TO THE FOLLOWING:**

PARAMETERS: The scope and extent of Collaborator’s assistance is set by [AGENCY].

CONFLICT OF INTEREST: The Collaborator hereby affirms that neither Collaborator, any member of Collaborator’s immediate family, nor any party having influence over Collaborator, has a material, personal or financial relationship with any bidder or potential bidder for the above-named solicitation. Collaborator further affirms that no other relationship, bias or ethical conflict exists that will or could prevent Collaborator from providing unbiased, fair assistance to the agency. If any conflict or appearance of conflict arises or is discovered during the procurement process, Collaborator shall promptly notify the designated Procurement Facilitator.

EXPERTISE / FIELD EXPERIENCE: The Collaborator affirms that the Collaborator is able to knowledgeably assist with this solicitation.

* If the Collaborator is assisting with the technical or specifications section of the solicitation, the Collaborator affirms that the Collaborator has the experience, education, or expertise (credentials) with the services or goods being solicited, or the particular agency program or system for which the services or goods will be provided;
* If the Collaborator is evaluating financial responses or cost proposals, the Collaborator affirms that the Collaborator has experience, education, or expertise in financial, accounting, or budgeting.
* Collaborator agrees to provide credentials to the Procurement Facilitator upon request.

CONFIDENTIAL INFORMATION: Upon receipt of any materials determined to be confidential, Collaborator promises to keep confidential all provided material designated as being confidential. Collaborator promises to not copy, scan, print, photograph, or otherwise reproduce the confidential material. All copies of the material provided to the Collaborator must be destroyed or returned to Procurement Facilitator, as directed by the Procurement Facilitator. Collaborator will not use any proprietary information or trade secrets for its own personal gain, financial or otherwise.

THIRD PARTY CONTACT: If Collaborator assists with the evaluation, Collaborator will not engage in any contact or communication with any third party, including but not limited to any vendor, bidder, or potential bidder. If such contact or communication should occur, or if Collaborator believes any such contact may have occurred, will occur, or any third party attempts such contact or communication with the Collaborator, the Collaborator will notify the Procurement Facilitator immediately. Collaborator will provide the Procurement Facilitator with any copies of written correspondence upon written demand from the Procurement Facilitator within 48 (forty-eight) hours. Nothing in this section limits communication with individuals or teams designated by the Procurement Facilitator.

Procurement Facilitator:

[Insert Name Here.]

**Procurement Facilitator Signature**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Contact’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Collaborator Signature**

*By signing below, Collaborator agrees to, and affirms all of the above.*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator’s Printed First & Last Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­\_\_\_