**STATE OF NEBRASKA**

**EVALUATOR AGREEMENT**

This Evaluator Agreement (“Agreement”) is entered into between [AGENCY (“”)] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Evaluator”). The purpose of this Agreement is for the Evaluator to review and evaluate (i.e., score) any bid proposals received by [AGENCY] in response to its solicitation for [RFP/ITB Description] [XXXX]

**EVALUATOR AGREES TO THE FOLLOWING:**

PARAMETERS: Evaluator will abide by the parameters for review and evaluation of the bid proposals as set by [AGENCY]. Evaluator will refer any questions about the review and evaluation process to the Procurement Facilitator listed on this Agreement, or the Procurement Facilitator’s designee.

CONFLICT OF INTEREST: The Evaluator hereby affirms that neither Evaluator, any member of Evaluator’s immediate family, nor any party having influence over Evaluator, has a material, personal or financial relationship with any bidder under consideration by the Evaluator. Evaluator further affirms that no other relationship, bias or ethical conflict exists that will or could prevent Evaluator from evaluating any proposal solely on its merits and in accordance with the solicitation’s evaluation criteria. If any conflict or appearance of conflict arises or is discovered during the procurement process, Evaluator shall promptly notify the designated Procurement Facilitator.

EXPERTISE / FIELD EXPERIENCE: The Evaluator affirms that the Evaluator is able to knowledgeably evaluate bid proposals for this solicitation.

* If the Evaluator is evaluating bidders’ technical responses, the Evaluator affirms that the Evaluator has the experience, education, or expertise (credentials) in the types of services or goods requested under the solicitation, or the particular agency program or system for which the services or goods will be provided.
* If the Evaluator is evaluating financial responses or cost proposals, the Evaluator affirms that the Evaluator has experience, education, or expertise in financial, accounting, or budgeting.
* Evaluator agrees to provide credentials to the Procurement Facilitator upon request.

CONFIDENTIAL INFORMATION: Upon receipt of any materials determined to be confidential, Evaluator promises to keep confidential all provided material designated as being confidential. Evaluator promises to not copy, scan, print, photograph, or otherwise reproduce the confidential material. All copies of the material provided to the Evaluator must be returned to Procurement Facilitator.

THIRD PARTY CONTACT: Evaluator will not engage in any contact or communication with any third party, including but not limited to any vendor, bidder, potential bidder, or other Evaluator, unless the bid proposals will be scored with consensus scoring, regarding the solicitation or its evaluation process. Further, if any such contact or communication should occur, or if Evaluator believes any such contact may have occurred, will occur, or any third party attempts such contact or communication with the Evaluator, the Evaluator will notify the Procurement Facilitator immediately. Evaluator will provide the Procurement Facilitator with any copies of written correspondence upon written demand from the Procurement Facilitator within 48 (forty-eight) hours.

Procurement Facilitator:

[Insert Name Here.]

**Procurement Facilitator Signature**

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

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

**Evaluator Signature**

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

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

Evaluator’s Printed First & Last Name:

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

Evaluator’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­\_\_\_\_\_