



Addendum: Question #1 and Answer

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: September 28, 2016

RE: Addendum: Question #1 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: III.C. Matching Funds Requirement

RFP Page Number: 13

Other references: Memos (RFP addenda) dated September 19, 2015 and November 18, 2015

Question: Attached please find a sample pledge agreement and affidavit. Will the sample pledge agreement suffice for evidence of a donor pledge? The pledge agreement is legally enforceable and applicable to the performance period. Additionally, the affidavit provides proof of match received and pledged. Moreover, we respectfully request the Commission's position on pledge agreements meeting the proprietary information threshold outlined in 84-712.05(3). Several pledges are contingent upon anonymity. Releasing donor names serves no public purpose and gives advantage to business competitors.

Sample Pledge Agreement from Question #1

~ PLEDGE AGREEMENT ~

This AGREEMENT is made and entered into this ____ day of September, 2016, between [REDACTED] of Omaha, Nebraska, (hereinafter called the "Donors"); and Creighton University, a not-for-profit corporation located in Omaha, Nebraska (hereinafter called the "University").

1. Acknowledgment of Charitable Intent. The Donors have advised the University of their desire to financially support the School of Dentistry Capital Initiative. The Donors desire to make this pledge in appreciation for the opportunities made available to [REDACTED] by his Creighton University education.

2. Pledge. The Donors agree to contribute to the University the sum of twenty-five thousand dollars and no cents, (\$25,000.00) in support of the School of Dentistry Capital Initiative. The pledged amount shall be contributed over a two (2) year period beginning with the first installment of twelve thousand five-hundred dollars and no cents, (\$12,500.00) received by the University on or by December 31, 2016, and the final installment of twelve thousand dollars five-hundred dollars and no cents, (\$12,500.00) to be received by the University on or by December 31, 2017.

3. Future Modifications. This Agreement may be modified only with the mutual written consent of the undersigned parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year herein above written.

CREIGHTON UNIVERSITY

Rev. Daniel S. Hendrickson, S.J.
President

Richard P. Virgin
Vice President, University Relations

Mark A. Latta, D.M.D., M.S.
Dean, School of Dentistry

Affidavit

Before me the undersigned authority, on this day personally appeared the undersigned, Richard P. Virgin, (Affiant) who being duly sworn upon his oath states:

That I am the Vice President for University Relations at Creighton University, 2500 California Plaza, Omaha, Nebraska, 68178 and as such I am responsible for the fund raising activities of the University for Operational Funds, Endowments and Capital Projects.

That the Creighton University Board of Trustees has authorized the construction of a new oral health dental facility to be located on the corner of XX and Burt Streets in Omaha, Nebraska and that on or about September __, 2016 the University officially commenced construction of the facility.

That to date Creighton University has received pledges toward the construction of the facility in the amount of \$_____ and has received payments toward the fulfillment of said pledges for the construction of the facility in the amount of \$_____.

That Creighton University is still actively pursuing additional philanthropic support for the project from alumni, parents, friends, corporations and foundations.

Dated this _____ day of September, 2016

Signature of Affiant

State of Nebraska
County of Douglas

Subscribed and sworn to, or affirmed, before me on this _____ day of
September, 2016,
by Affiant, Richard P. Virgin.

Signature of Notary Public

Seal:

Answer for Question #1:

The Commission is expecting matching funds for this RFP to be of two varieties, cash or non-cash. The cash variety of matching funds is cash already in bidder's possession. Cash also includes pledged dollars that have been received and is in bidder's financial account. The non-cash variety of matching funds are pledges made but funds not yet received.

The Matching Funds Requirement section on page 13 of the RFP requires in part that the bidder "provides evidence" of funds that have been received as matching funds for this contract. The type of documentation constituting evidence is different depending on the type of match being supplied. If the bidder is supplying cash matching funds, then the bidder must supply documentation showing that cash as having been received. An example of such documentation could include copies of the financial account statement holding the funds. If the bidder is supplying non-cash matching funds, then an affidavit or certification of the pledged amount would suffice as evidence.

Because pledges where payment has not been received are under the non-cash definition above and thus able to be certified or sworn to by affidavit, the underlying pledge agreement is not required to be submitted with your RFP. Therefore, your question as to proprietary information is moot as you needn't submit those pledge agreements.

Please note, the RFP addendum dated September 18, 2015 (match memo), states that the applicant must "certify that (1) the pledge is legally enforceable, and (2) the donor is obligated to pay the pledge during the performance period." If you will be using the affidavit instrument to comply with the certification requirement, please add the aforementioned language to your sample affidavit, i.e., swearing that the pledge(s) are legally enforceable and the donor is obligated to pay the pledge during the performance period.