SUBJECT: BROKERING THE SALE OF FLORIDA CORPORATE TAX CREDITS

BID #: XF-0303-21

OPEN DATE: 1/6/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE-TIME PURCHASE

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: ALL OR NONE TO THE HIGHEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was opened on 1/6/21 with one (1) response received (from Moss Adams, LLP). Moss Adams, LLP has confirmed via email that they will honor their bid submittal.

Recommend approval of award to Moss Adams, LLP as the only responsive, responsible bidder. Moss Adams, LLP will pay $0.9025 per certificate dollar for the sale/transfer of tax credits to the City of Jacksonville. Period of service shall be a one-time purchase.

This is a revenue generating project. Funding for this award is not applicable.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Supplier's Bid Submittal Confirmation, Terms & Conditions, Specifications

ANALYST: _____
BRYAN MATUS

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JOHN P. PAPAS, P.E., DIRECTOR OF PUBLIC WORKS

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

ONE CITY. ONE JACKSONVILLE.

November 10, 2021

TO: Gregory W. Pease
Chief of Procurement

THRU: John P. Pappas, P.E.
Director

FROM: Robin G. Smith, P. E.
Chief, Engineering & Construction Management

SUBJECT: RECOMMENDATION TO AWARD

RE: Brokering the Sale of Florida Corporate Tax Credits

Bid No.:	XF-0303-21
Bid Date:	January 6, 2021
Award Amount:	$395,855.16

The Department of Public Works has tabulated and reviewed the (1) bid received on the referenced project for accuracy and compliance with the contract documents. The bid is by Moss Adams, LLP. The JSEB program is not applicable for this award.

We therefore recommend that award for Brokering the Sale of Florida Corporate Tax Credits be made to Moss Adams, LLP., 999 Third Avenue Suite 2800, Seattle, WA 98104-4057 in accordance with the attached bid documents to furnish a purchase and sale agreement between the City of Jacksonville and their client. The City will initiate the certificate transfer to their client and their client will wire the City the total purchase price within 5 days of receiving the certificate. Included in the total purchase price of the wire transfer to the City will be the Moss Adams brokerage fee. The City will retain $0.9025 per certificate dollar sold, in accordance with the bid price, with the difference due as payment to Moss Adams, LLP.

RGS/lw

Attachments

cc: Lori West, Engineering and Construction Management
Richard Cooper, Engineering and Construction Management
Eric Fuller, Engineering and Construction Management

Brownfield Tax Credit Sale Process – Moss Adams

Moss Adams will furnish a purchase and sale agreement between the City of Jacksonville and their client. The City will initiate the certificate transfer to their client and their client will wire the City the purchase price within 5 days of receiving the certificate. Included in the wire transfer to the City will be the Moss Adams brokerage fee. As an example, their client will wire us payment of $0.93 on the dollar and the City will retain $0.9025 on the dollar with the difference back to Moss Adams.

1) Purchase and Sale Agreement executed
2) City transfers certificate(s) to buyer
3) Buyer wires money to City which includes brokerage fee
4) Broker sends City an invoice for brokerage fee
5) City pays brokerage fee and keeps the remaining amount of wire transfer for the agreed upon price.

BID TABULATION SHEET

TITLE:	BROKERING THE SALE OF FLORIDA CORPORATE TAX CREDITS	
BID NO.:	XF-0303-21	
OPEN DATE:	JANUARY 6, 2021 @ 2:00 P.M.	MOSS ADAMS, LLP
BUYER:	MARILYN LAIDLER, ANALYST	
No. Invited: (3)	No. Received (1)	No Bids: (0M)

ITEM	DESCRIPTION	PRICE PER CERTIFICATE DOLLAR	CERTIFICATE DOLLARS	TOTAL AMOUNT
1	NET PRICING OF THE CITY OF JACKSONVILLE; FOR THE SALE/TRANSFER OF TAX CREDITS	$ 0.9025	$ 438,620.68	$ 395,855.16
	TOTAL	$ 395,855.16		
	TERMS:	NET 30		
	DELIVERY:	0 BUSINESS DAYS		
	CONFLICT OF INTEREST:	YES		
	ADDENDUM S( )			

Fuller, Eric

From: Gabriel Sermeno <Gabriel.Sermeno@mossadams.com>
Sent: Friday, September 17, 2021 8:31 PM
To: Fuller, Eric
Subject: RE: Brokering the Sale of Florida Corporate Tax Credits - City of Jacksonville, Florida

Follow Up Flag: Follow up
Flag Status: Completed

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Eric,

Thanks for reaching out. This email confirms that our bid submitted for these services is still valid.

Please let us know what next steps are.

Have a great weekend!

Gabe Sermeno
Senior Manager | Moss Adams
State and Local Tax

D (310) 481-1215
M (323) 313-2850

From: Fuller, Eric <EFuller@coj.net>
Sent: Thursday, September 16, 2021 1:12 PM
To: Gabriel Sermeno <Gabriel.Sermeno@mossadams.com>
Subject: Brokering the Sale of Florida Corporate Tax Credits - City of Jacksonville, Florida

Gabriel,

Good talking with you today regarding your bid on the brokering the sale of Florida Corporate Tax Credits (attached). If you will please review your bid and provide a written response indicating if the bid you provided for these services is still valid. Please contact me with any questions. Thank you.

Regards,

Eric B. Fuller
Environmental Programs Manager
City of Jacksonville
Department of Public Works
214 North Hogan Street, 10th Floor

TERMS AND CONDITIONS
BROKERING THE SALE OF FLORIDA CORPORATE TAX CREDITS

1. **SCOPE**

The City of Jacksonville's **Public Works Department** is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **Brokering the Sale of Florida Corporate Tax Credits** as listed in the bid documents.

2. **AWARD**

Award will be **ALL OR NONE** to the highest responsive, responsible bidder(s). Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**

One-time purchase.

City reserves the right to terminate the contract for any reason by giving thirty (30) days written notice to contractor (supplier). If the contract is terminated for convenience, City will be relieved of all further obligations other than payment for that amount of approved services actually performed to the date of termination. Access to any and all work papers will be provided to City within 30 days after the termination of the contract.

4. **MINIMUM REQUIREMENTS**

Bidders should submit or comply with the following requirements: failure to submit any of these requirements may be grounds for rejection:

a. Vendor shall provide proof of applicable local business license or state license.

b. Vendor shall provide/demonstrate experience of successfully brokering, selling or transferring Voluntary Cleanup Tax Credit Certificates for at least two (2) clients, one of which must have been a municipality, public entity or State Agency. Provide a short description of your experience along with references and contact information for at least two clients.

5. **PRE-BID CONFERENCE**

N/A

6. **STATE CONTRACTS**

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase

more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

8. **DELIVERY**

N/A

9. **ESCALATION/DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. **PRICES**

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. **PICK UP AND RETURNS**

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **COMPLIANCE WITH SPECIFICATIONS**

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. **INVOICING**

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. **INSURANCE/INDEMNIFICATION**

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate. Awarded supplier has ten (10) after bid notification to send a copy of the insurance certificate included bid number.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

The City of Jacksonville has received a total of three (3) Voluntary Cleanup Tax Credit Certificates from the Florida Department of Environmental Protection as part of its Brownfield program. The certificates were issued to the City of Jacksonville pursuant to Section 376.30781, Florida Statutes (F.S.). Tax credit certificates are transferable pursuant to Section 220.1845, F.S. The three Voluntary Cleanup Tax Credit Certificates total $438,620.68 as further identified below.

The City of Jacksonville requests quotes from interested parties for "net pricing" to the City based on the total amount of the three (3) certificates. Net pricing is defined as the amount the City receives for each dollar of value for the certificates.

The supplying vendor must provide/demonstrate experience of successfully brokering, selling or transferring Voluntary Cleanup Tax Credit Certificates for at least two (2) clients, one of which must have been a municipality, public entity or State Agency. Provide a short description of your experience along with references and contact information for at least two clients.

A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee, Florida along with a signed and notarized letter authorizing the transfer. The letter shall state the names, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

The Voluntary Cleanup Tax Credit Certificates must be utilized or transferred with five (5) years of the certificate issuance. Therefore, the brokerage and completion of the transfer must be completed in a timely manner.

The City of Jacksonville is requesting NET Pricing. The City of Jacksonville reserves the right to accept the highest quote received, contingent upon meeting the minimum requirements and providing the required information, or reject all quotes.

City of Jacksonville				
Voluntary Cleanup Tax Credit Certificate Summary				
FDEP Facility ID # BF160001002 (The Shipyards)				
Certificate Number	**VCTC Application #**	**FDEP Fiscal Year Issued**	**Date Signed**	**Amount**
699	681	2017-18	2017.08.04	$356,550.00
801	821	2018-19	2018.07.13	$30,438.58
950	950	2018-19	2018.08.01	$51,632.10
			Total	**$438,620.68**