

RESUME: Engagement of Delinquent Tax Collection Service Representative
Date: June 13, 2017
Presenter: Betsy Drewry, Finance Director

RATIONALE: An RFP was issued to obtain contracted services to assist the Treasurer's Office with the collection of delinquent personal property and real estate taxes (issued on March 10 and closed on April 17, 2017).

The RFP had six respondents. All proposals were evaluated and the top three respondents were interviewed on May 16 and 17, 2017. The three interviews yielded the number one pick, Taxing Authority Consulting Services (TACS). TACS offers a blend of desired services, and utilizes attorneys to perform collection services.

Of the firms interviewed, TACS has the most existing Virginia governmental clients. Some of the current clients served include Hanover, Spotsylvania, Henry, Fairfax and Louisa Counties.

References were contacted and yielded favorable responses.

FEES: TACS' fee is 20% and the fee is added to outstanding delinquent amounts and paid by the delinquent tax payer. **The County would incur no charges unless** TACS is engaged for litigation services on certain accounts. Those litigation costs potentially are service of process costs for bringing to the courts citizens no longer in the County. All such costs would be discussed with Treasurer and County staff prior to action.

RECOMMENDED
ACTION:

Staff recommends authorization of the County Administrator to initiate a contract with TACs for a one year contract with the option of four additional annual renewals.

See following pages for evaluation and RFP information.

Evaluation of Delinquent Tax Collection Services Proposals

Proposal Evaluation Criteria: Ability to Comprehensively Perform all Services Detailed

Overall Collection Philosophy, Methodology, and Techniques
 Qualifications and Capacity of Firm to Perform Services Required
 Experience and Qualifications of Assigned Staff (including experience providing services to similar government entities)
 Ability to Collect Delinquencies in a Timely Manner

Selection Committee:

County Officials & Staff
Jean Barker, County Treasurer
Kirsten Cherry, IT Director
Betsy Drewry, County Finance Director
Gloria Tereshenko, Deputy Treasurer
Lori Robertson, Financial Reporting Accountant
Leigh Primmer, County Purchasing Officer

Respondents:
(Bold = Top 3)

- 1) **TaxServ Capital**
- 2) CAB (Credit Adjustment Board)
- 3) **Taxing Authority Consulting Services (TACS)**
- 4) RTR Financial
- 5) RSI Enterprises
- 6) **Penn Credit**

A scoring summary is below (Scores for interview, initial proposal review total score)

DELINQUENT TAX COLLECTION SERVICES REVIEW & SCORING			
Interviewer	TaxServ Capital	TACS	Penn Credit
#1	29	37	25.5
#2	32	30	38
#3	32	32	34
#4	31	32	30
#5	36	36	37
#6	38	43	42
TOTAL INTERVIEW SCORES	198	210	206.5
AVERAGE INTERVIEW SCORES	33	35	34.416667
Proposal Review Scores	74.16	86.83	68.49
Total Score	107.16	121.83	102.90667

ATTACHMENTS:

- RFP
- Excerpts of TACS Proposal
- Delinquent Account Summary as of 5/31/2017



County of Prince George
FINANCE DEPARTMENT
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Request for Proposal

RFP # 17-0208-1 **Delinquent Tax Collection Services**

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning proposals should be in writing addressed to:

Leigh Primmer
Prince George County
Procurement Officer
Finance Department

6602 Courts Drive
P.O. Box 68
Prince George, VA 23875

(804) 722-8710 Fax (804) 732-1966

or

E-Mail: lprimmer@princegeorgeva.org

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1.0 PURPOSE

Prince George County, on behalf of the Treasurer's Office, is soliciting proposals to establish a requirements contract through competitive negotiations for collection services relating to debt collection for delinquent personal property and business taxes.

2.0 BACKGROUND

The Treasurer of Prince George County is responsible for all delinquent collections for the County.

The Treasurer is interested in referring delinquent personal property, vehicle registration fees, public service personal property tax accounts and related fees to an external collection agent for collection. Once the Treasurer has exhausted all in-house collection efforts, accounts will be referred to the agent on a monthly basis for additional collection action and/or litigation.

The volume of delinquent tax accounts fluctuates largely upon our tax billing cycles. Delinquent personal property taxes account for the majority of tax delinquencies. The average balance of delinquent personal property tax accounts is approximately \$284, with an average monthly referral volume of approximately 145 accounts. The average of the accounts upon referral from the Treasurer will be approximately 365+ days.

3.0 STATEMENT OF NEEDS

- A. Upon referral to the agent, collection efforts should include written correspondence to the debtor, negotiating of payment arrangements if appropriate considering the age and amount of the debt, and litigation of accounts to secure judgments. The agent shall comply with the Fair Debt Collection Practices Act, 15 U.S.C., Section 1692 et seq., as amended, when applicable, the *Code of Virginia* and the Prince George County Code. Dollar limits on litigated accounts will be established during negotiations with the agent. As an agent for the Treasurer, the agent shall be bound by the confidentiality restrictions of Title 58.1-3 of the *Code of Virginia*.
 - B. Collection fees will be calculated only on the dollar amount collected and will be charged to the debtor by the agent as outlined in Title 58.1-3958 of the *Code of Virginia*. Funds collected, excluding the collection fee, should be remitted no less than monthly to the Treasurer. Monthly reports from the firm must, at a minimum, indicate individual account activity, including the amount referred from the Treasurer for collection, subsequent payment activity, court and other collection costs incurred, collection fee, remaining account balance and remittance to the Treasurer. Collection action taken must also be documented and reflected on the report, with all judgment activity reported to the Treasurer along with copies of judgment abstracts on a monthly basis. Any incurred court costs shall also be paid by debtor and these costs will not be covered by the County.
 - C. It is the expectation of the County that the contracted firm's representative(s) conduct the required services in a manner which upholds the integrity of the Treasurer and the County.
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- D. Automated account referrals are preferred where transfer of account information from the Treasurer to the firm are performed electronically through a secure FTP or other secured means.
- E. The County retains the right to withdraw an account at any time. Accounts uncollected and with no legal action pending, after a period of six (6) months from the referral date, should be returned to the Treasurer.
- F. It is the duty of vendor to follow the highest standards and practices for security, privacy and business continuity applicable to collection services provided to governmental entities in Virginia.

4.0 PROPOSAL PREPARATION & SUBMISSION

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Prince George County.
3. Prince George County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.

- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications, A-G. Response should also include information regarding the overall collection philosophy, methodologies, and techniques employed in the collection process, including automation capabilities. Clearly state your ability to meet or exceed the requested services/requirements.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of five (5) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.

5.0 EVALUATION AND AWARD CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

1. Demonstrated ability to comprehensively perform all services detailed (15)
2. Overall collection philosophy, methodology, and techniques employed in the collection process, including automation capabilities (20)
3. Overall qualifications and capacity of the firm to perform the services required (15)
4. Experience and qualifications of the proposed personnel assigned to provide the services, to include experience administering similar contracts for government entities (30)
5. Ability to collect delinquencies in a timely and effective manner (20)

6.0 REPORTING AND DELIVERY INSTRUCTIONS

Proposals should be submitted to the following address no later than **11:00am on March 30, 2017**:

**Prince George County Finance Department
Post Office Box 68
6602 Courts Drive**

EXTENDED TO 4/17/17

Prince George, VA 23875-0068
Attn: Leigh Primmer

It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the close time on the proposal. Those proposals received after the date and time of closing will be considered non-responsive.

7.0 GENERAL TERMS AND CONDITIONS

7.1 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.2 ANTI-DISCRIMINATION:

By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

7.6 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.7 PAYMENT:

7.7.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for

individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

7.8 QUALIFICATIONS OF OFFERORS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7.9 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and

shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

7.10 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

7.11 TAXES:

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Prince George on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

7.12 INSURANCE:

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and

completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

7.13 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7.14 NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.15 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.16 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.17 CONTRACT DOCUMENTS:

- (a) The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

7.18 LAWS AND REGULATIONS:

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Prince George or the Commonwealth of Virginia.

7.19 PREPARATION AND SUBMISSION OF PROPOSALS:

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

7.20 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

7.21 RECEIPT AND OPENING OF PROPOSALS:

- (a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- (b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

7.22 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

7.23 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (45) days. At the end of the (45) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7.24 TAXES:

The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

7.25 TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,

- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 ADDITIONAL USERS:

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

8.2 AWARD OF CONTRACT:

8.2.1 AWARD:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

8.3 RENEWAL OF CONTRACT:

This contract may be renewed by the County upon written agreement of both parties for four years at successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the annual expiration. This will continue until the contract is cancelled by one or both parties or until all four renewal options have been completed.

8.4 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

9.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Taxing Authority Consulting Services, PC

*Response to Prince George County Request for Proposal #17-0208-1
Delinquent Tax Collection Services*



Providing Professional Collection Solutions for
Virginia's Governmental Entities

tacs

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Henrico, Virginia 23294
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www.taxva.com
Email: publications@taxva.com

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Taxing Authority Consulting Services, P.C.
Attorneys At Law

Jeffrey A. Scharf
Phone (703) 425-7751
Fax(804) 545-2378
Email: jeff@taxva.com

April 7, 2017

Leigh Primmer, Procurement Officer
Prince George County Finance Department
6602 Courts Drive
P.O. Box 68
Prince George, Virginia 23875

Re: Request For Proposal Related to Delinquent Tax Collection Services

Dear Ms. Primmer:

On behalf of Taxing Authority Consulting Services, P.C. ("TACS"), I am pleased to submit this response to your Request for Proposal (the "RFP"). We have included an original and three (3) copies of this proposal for your consideration.

As you consider our response, you will find that TACS is uniquely situated to provide the highest standards of debt collection for delinquent personal property and business taxes. Our attorneys have concentrated their practice in the field of Virginia government receivables management and have staffed the firm with qualified individuals making its services a very effective solution for local government collections.

As a law firm, TACS' attorneys and staff are held to the highest ethical standards. We take pride in the work we perform and the satisfaction of clients is key to our success. Since we draw our clients strictly from Virginia governments, we are keenly aware of the concerns of collecting delinquent accounts involving constituents.

I am confident after you review our enclosed response that you will find TACS would represent your interests best in these matters. Should you have any questions about our response or need any further clarification, feel free to contact me directly or John Rife at (804) 545-2379 (email: john@taxva.com). We look forward to answering any questions you may have relative to our qualifications or response.

**NOTE: THIS PROPOSAL CONTAINS THE FOLLOWING
PROPRIETARY AND CONFIDENTIAL INFORMATION:
Pages 9-11 Proprietary security and file transfer**

Sincerely,



Jeffrey Scharf



EXECUTIVE SUMMARY

Taxing Authority Consulting Services, P.C. (TACS) is a Virginia law firm drawing its clients exclusively from government entities in Virginia. TACS has been operating and serving Virginia government clients for eleven years from our main office in the Richmond area. TACS is a professional legal corporation owned and operated by Jeffrey Scharf, Mark Ames and John Rife.

As TACS's focus is the collection of government receivables, all of the firm's staff is experienced and knowledgeable about Virginia local taxes and government receivables. They are not distracted by responsibilities for other non-governmental clients. This concentration of our practice allows TACS's five attorneys and seventy supporting employees to fully devote their time to helping Virginia governments recover delinquent taxes and other amounts due.

TACS is organized with specific employees taking responsibilities for specialized types of action. TACS's delinquent collections operation is further divided with trained professionals handling real estate tax litigation and other knowledgeable staff handling "special procedures" where additional action and hands-on collections are necessary, particularly on difficult to collect accounts. We will detail in this Proposal how our experience and collection approach are leveraged to maximize recovery for our clients utilizing the tools available for government collections.

Our aim is to provide our services at no cost to the local government. Instead, our fees are paid by the delinquent taxpayer saving the County and its citizens the expense of added collection efforts.

The primary point of contact for this proposal will be Jeffrey Scharf. The contact information for Mr. Scharf is:

Post Office Box 31800
Henrico, Virginia 23294-1800
Phone: (703) 425-7751
Fax: (804) 545-2378
Email: jeff@taxva.com

DESCRIPTION OF SERVICES AND APPROACH

Revenue Results

Our focus is collecting delinquent tax. We work with taxpayers that wish to enter payment plans and will accept payments by personal check, credit card, debit card, and money order. We also offer Global Express Services.

Philosophy

All of TACS' collection programs are implemented to meet the specific needs of our clients. As each client's needs are unique, we design a collection program around the distinct expectations and goals of our governmental entities. We welcome and encourage client involvement throughout this design process. The end result is a clearly structured program optimized to reach and maintain realistic collection goals.

Collection Services

Based on the 'Statement of Needs' outlined in the Request for Proposals, our recommended collection services for Prince George will feature written correspondence to the debtor, inbound and outbound calling on accounts, negotiation of payment plans, when appropriate, skip tracing and location services, utilization of administrative remedies, and litigation on accounts to secure judgments.

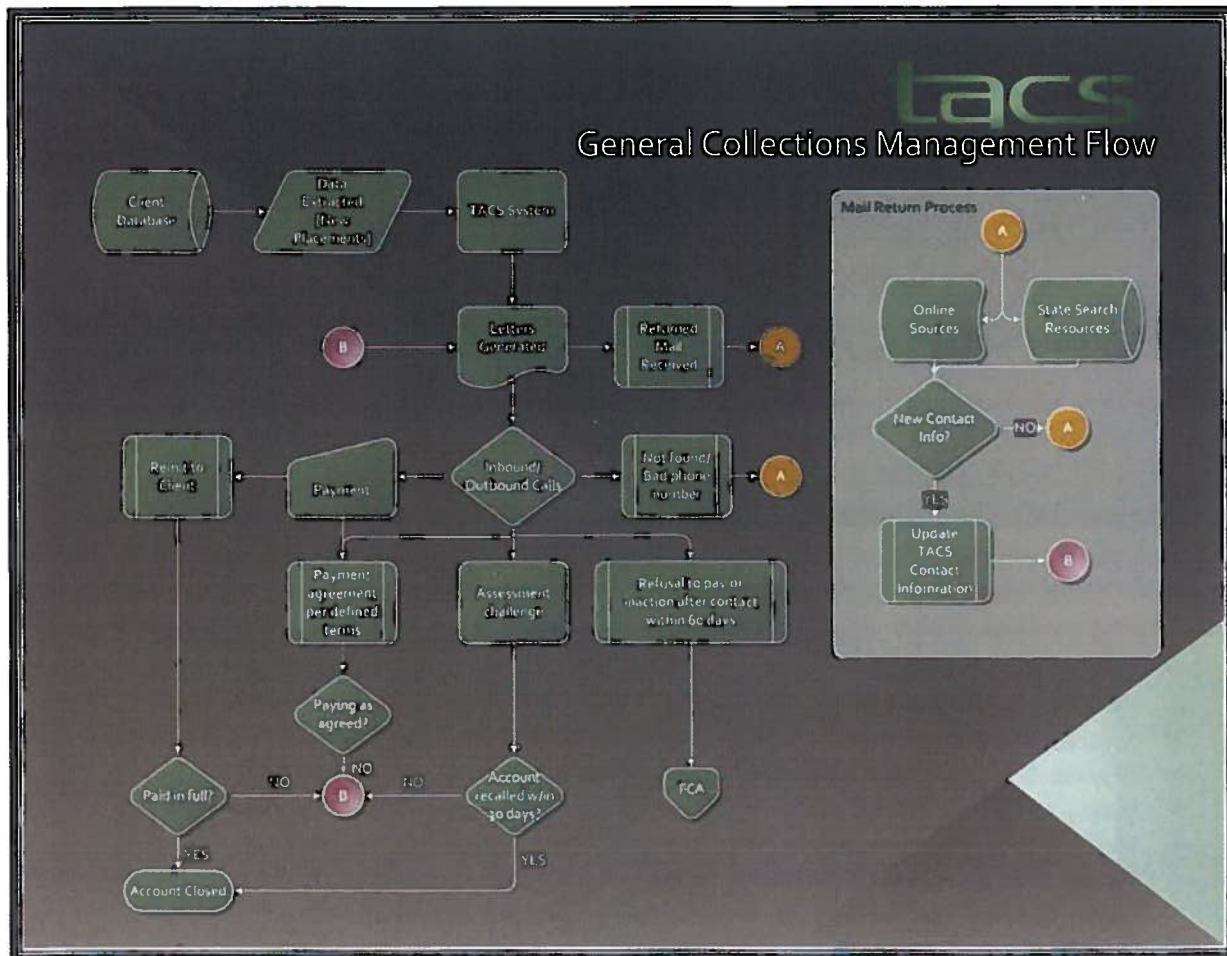
A dedicated front end collection process can often resolve outstanding delinquencies without the necessity of filing suit. To achieve this we rely on general process management flow to govern our collections process. This process ensures that client accounts are worked regularly in a consistent manner pursuant to the client's established criterion. We find that correspondence from a law firm, as opposed to additional billings by the taxing authority, often prompts the taxpayer to take appropriate actions for account resolution. "Management Flow" describes the step by step process in which client accounts are worked as approved.

- Load all accounts provided by the client.
- Scan all data and normalize for placement in the TACS system. (Accounts are first loaded into a test environment to ensure data integrity).
- Conduct selected address research on accounts prior to mailing to minimize returned mail.
- Mail preapproved correspondence to a portion of the accounts loaded from the client. This limited mailing permits a live data integrity test prior to performing a full mail drop on client accounts to limit data or integration errors to a controlled environment.
- Responses generated from the mailings are handled by our inbound call representatives and correspondence is sorted and managed based upon actions required.
- Notice of large volume mailings are provided to our clients in an effort to coordinate with peak office workloads.
- Follow-up correspondence is initiated where there has been no response or mail returns.
- Accounts that refuse payment are referred to the Special Procedures Department for handling.
- Research returned mail for updated addresses using a variety of skip tracing tools.
- Follow up correspondence and calls are made to ensure payment.
- Regular management reports are forwarded to the client on a preapproved schedule.
- Regular weekly report and remittance of TACS collections.

Collection Fees

- TACS shall provide legal services with regard to the collection of delinquent taxes and other charges for a fee of 20% of the assigned account balances it collects (other than payments made through the state set off debt program). This fee is commensurate with the amount that the County can charge to the delinquent taxpayer under Virginia Code §58.1-3958 and local ordinance.

Management Flow Overview



- Management plans will vary depending upon client requirements and account analysis. The above diagram, however, provides a model of how accounts are managed at TACS. Upon account implementation, we will work the designated representative of the local government to customize this process to suit the locality's needs and goals.
- TACS' offices are open from 8:00 a.m. to 6:30 p.m. Monday through Friday. TACS' attorneys are always accessible, continually monitoring e-mail and phone calls even after office hours.

Letters to Delinquent Taxpayers



We endeavor to contact each delinquent account holder to provide notice of the delinquent account. Our communications are intended to impart the seriousness of the delinquency and the consequences of failure to pay to our clients. We often find that our correspondence sent on law firm letterhead prompts taxpayer's response in an effort to resolve the account.

Clients will generally be established on a regular mailing cycle. Accounts are placed in the mailing queue for first notice generation. Our first notices are designed to inform the taxpayer that the account has been remitted by the client to our firm for collection purposes. If no attempt at resolution of the account is made by the taxpayer within a reasonable time, a second notice is generated for this account. Second notices generally impart the seriousness of the delinquency and that, if not otherwise resolved, additional collection actions may be taken to collect on the account.

The Request for Proposals requested that all accounts be handled according to the Fair Debt Collection Practices Act ("FDCPA") if applicable. To the extent the debt qualifies as a consumer debt and is subject to the FDCPA, we will handle the account accordingly. However, some of the types of obligations that are contemplated in the referrals are not considered 'consumer debts' as would be included in the FDCPA. In those communications to taxpayers, our staff still adheres to the spirit of the FDCPA in timeliness of calls and legitimate communications.

Special Mailings

At various points throughout the collection process, it may become necessary for taxpayers to receive special mailings on the accounts. Reasons for special mailings may vary, but are typically related to collection enforcement actions. Customary special mailings may include:

- ✔ Intent to Sue Letters
- ✔ Intent to Publish Notice
- ✔ Intent to Seize Letters
- ✔ Payment Plan Series
- ✔ Title Referral Notice
- ✔ Notice of Wage/Bank Levy
- ✔ Notice of Suit
- ✔ Summons to Answer Interrogatories
- ✔ Payment Plan Default
- ✔ Notice of Auction

Mail Returns

The effectiveness of mailings may only be measured by the results generated from receipt of the correspondence. In order to maximize our mailings and the success of our collection efforts, we have a vested interest in placing our client's letters in the correct person's hands.

We process all mail returns and place the accounts in a status for skip tracing. We utilize a number of online resources for skip tracing purposes. Included in these resources are the following:

- National Change of Address (NCOA)
- CLEAR
- Accurint
- Virginia Employment Commission
- Virginia Department of Taxation
- Virginia State Corporation Commission
- White pages
- PACER

Communication with Taxpayers

Our communications are designed to generate positive responses on delinquent accounts. As a result, we receive several telephone calls and letters related to accounts. All telephone communications are received and are courteously attended to by our trained staff. We attempt to answer any outstanding questions that the taxpayer may have related to the account and attempt to secure payment or establish a payment plan from the taxpayer at that time. In the event the taxpayer believes the tax assessment to be in error, we attempt to guide the taxpayer in the appropriate steps required by the client to promote a speedy review of the account.

TACS only draws clients from Virginia governmental entities. As a result, we uniquely understand that each taxpayer, while delinquent in their bill is also in most cases, a constituent. Therefore, we place a great deal of emphasis on taxpayer services and prompt, courteous responses. Even in instances where we are unable to speak to a caller because of privacy issues related to personal property accounts, we provide the caller with specific reasons why we cannot speak to them and request an authorized individual to call so that we may bring the account to resolution.

Litigation and Collection Remedies

Our attorneys and staff are well versed and trained in the various collection tools available to local governments and their agents. We utilize litigation and administrative collection remedies to augment collection for difficult accounts. As a standard, we inform individuals and businesses of the importance of paying their taxes timely and the consequences of failure to pay. Those accounts refusing to make arrangements for payment may be escalated to litigation or administrative remedies to force payment. Our Special Procedures Department actively searches for assets that may be leveraged for payment on qualifying accounts. We process liens on behalf of our clients through our office and manage all payments and any non-compliance issues that may arise.

Reporting Requirements

We will work with the Treasurer to develop reports as required to indicate the collections received, remittances provided to the County, costs incurred, copies of judgment abstracts, and other relevant information required to monitor the overall progress of our collection efforts. Please see attachment A, page 24, for an example of a weekly remittance report, and a quarterly collection portfolio report.

Personal Property and Miscellaneous Tax Collection



The combination of personal property and other local taxes typically constitute the second largest revenue source for local governments. TACS collection services offer a comprehensive suite of collection methods for the recoupment of delinquent personal property taxes. Through our taxpayer notifications and our previously mentioned skip tracing resources, we

provide our clients an effective method of contacting delinquent taxpayers and securing payments for referred accounts. In addition to enhanced collections afforded by the services provided by TACS, augmenting the local government's collection of vehicle taxes also presents an opportunity to clear uncollectible tax accounts from the receivable base. Local governments, particularly those located near borders to sister states of Virginia, often carry personal property taxes on vehicles that should be stricken due to vehicles unknowingly being located to a foreign jurisdiction. Our taxpayer notifications will often generate inquiries by the taxpayer related to documentation needed to remove these taxes from the tax rolls. Our staff is well trained in all aspects of personal property tax collection and can make appropriate referral of a taxpayer to the Commissioner of Revenue to seek adjustment along with recommendations to the taxpayer of the type of documentation that they are likely to need. Even though there are no charges for our assistance for taxes that are abated by the local government, we consider such resolution a success for our client as such action removes the vehicle from the overall tax rolls and reduces the amount of the levy.

In addition to standard vehicle personal property taxes, we manage business tax collections, including meals taxes, transient occupancy taxes and other local types of tax with many of the same tools outlined above. Emphasis should be placed on non-compliant businesses quickly to protect the County's interests in the event the business closes and liquidates assets. We place a particular focus on locating responsible officers for a business and contacting them personally about the unpaid obligation thereby enforcing the statutory liability that may accrue to those officers. We find this approach an effective means toward having the accounts resolved. Such action also creates another avenue to collect delinquent bills, even if the company charged with the taxes has ceased operating or has filed for bankruptcy protection.

Any accounts that are considered “consumer debt” as defined by the Fair Debt Collection Practices Act (“FDCPA”) will be separately designated in our collection system. Such accounts will require special mailings to ensure compliance with the FDCPA notifications and will be designated with a distinct telephone number to route incoming calls to the appropriate FDCPA collection team. Debtors may request validation of the debt transferred to TACS for collection. In such event, we will require a point of contact with the Treasurer or other office that maintains the records for the receivable to request documentation of the debt. Upon receipt of such documentation, we will forward the same (redacting any sensitive information) to the requesting debtor.

LITIGATION SERVICES

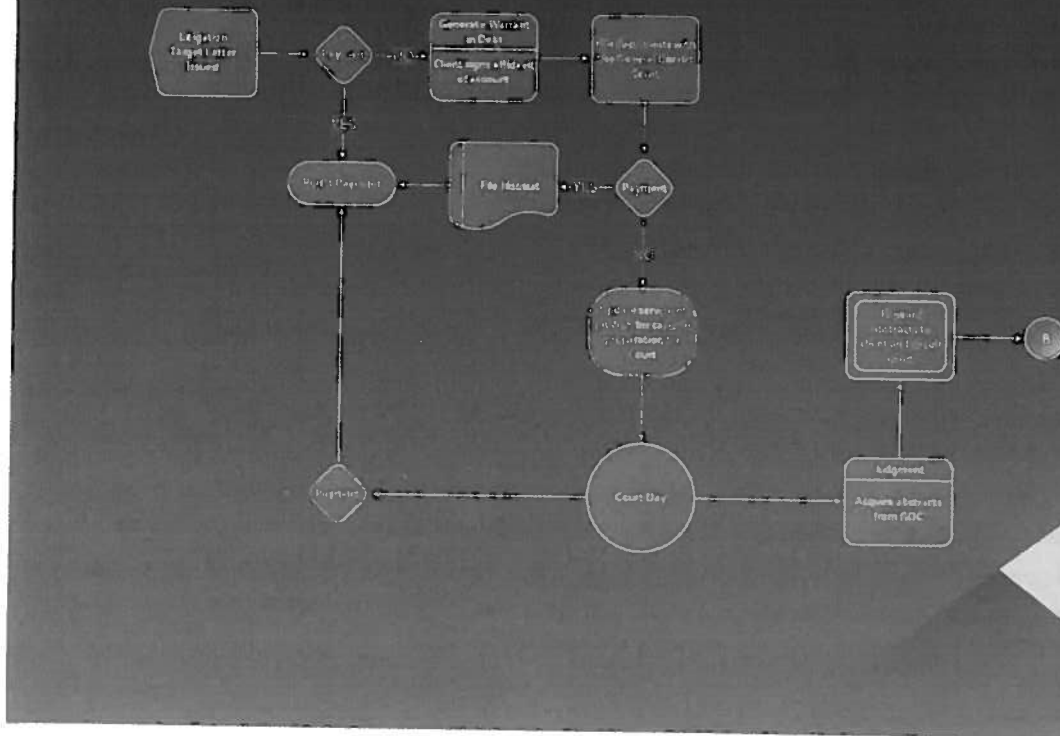
As a law firm, TACS provides litigation services as may be needed or requested on accounts to further meet collection expectations. As we are typically collecting on a large number of accounts for any given jurisdiction, the path for accounts to move to a litigation queue are varied. Our attorneys and litigation team are actively reviewing accounts that might qualify for litigation on a quarterly basis on a determining factor of age of accounts and overall balance on accounts. Additionally, our collectors are actively engaged in reviewing, skip tracing, discussing accounts with taxpayers and otherwise managing individual accounts on a daily basis. Collectors have the ability, upon exhausting other methods of collection, to recommend an account for court. In so doing, our Legal Team will review the account to make a determination whether the account qualifies based upon any floor parameter established by a client.

Upon accounts being selected for litigation, those accounts are appropriately flagged in our system to ensure proper inbound call routing. If the case will be brought in general district court, the clerk’s office is contacted to ensure the anticipated return date will fit with the court’s schedule. Appropriate documents are generated and screen prints are requested of the Treasurer’s Office and are included with the litigation documents filed in court. TACS has the ability to process as many litigation cases on a given return date as the court will permit our filing. In the City of Richmond, our docket days typically average 70 cases on a return day. We anticipate the Prince George Court would request a smaller caseload, but this number is provided as an example.

A similar process is utilized for circuit court cases; however, the dockets will be much smaller as very few cases will qualify for circuit court jurisdiction because of the dollar threshold. There is no return date in circuit court and dates for default judgment or trial are requested with the presiding judge’s office and will be limited by court availability.

Upon procuring judgments in litigation cases, TACS requests abstracts from the general district court and files the same with the circuit court for docketing among the land records. We can report cases monthly to the Treasurer. A flowchart visually describing this process is below, as well as a graphic report similar to what is envisioned for this contract depicting the judgments received.

LACS General District Litigation



Costs

Our services are provided at no cost to the locality, but we are required by the Virginia Bar to charge the locality for actual litigation costs incurred. While there should not be any filing fees, we may incur service of process costs in bringing citizens no longer residents in Prince George County before the courts. We will thoroughly review the responsibility of the county before continuing the litigation process.

PROPRIETARY AND CONFIDENTIAL INFORMATION

AUTOMATION, GENERAL DATA, AND SECURITY PRACTICES

Physical and Electronic Security



At TACS, we place a high priority on the protection and security of taxpayer information. Beginning at the training level of new employees, our staff is taught what information can be communicated on an account and to whom, and the difference between public and private information. All TACS staff members complete training and sign a non-disclosure agreement upon beginning employment with TACS.

The premises of TACS are secured by an electronic lock with radio frequency ID access set on an independent internal network and are monitored by video surveillance. Our electronic storage servers are secured in an offsite Data Operations Control (“DOC”) facility complete with 24-hour monitoring for connectivity and security as well as a single point of entry security checkpoint with biometric locks. Our servers are independently partitioned and secured with only TACS personnel maintaining access across a 128bit encryption virtual private networking tunnel between the TACS facility and the DOC.

All TACS computers are secured by a commercial virus and malware scanner which isolates internet traffic from the core of the computer systems in order to avert any web-based security threats. In addition, TACS maintains a two-tiered email and spam guard on our Exchange Server as well as our individual security software to prevent malware attacks. All virus definitions are automatically updated daily. TACS logon to internal systems require a strong password meeting industry standard specifications and require changing every thirty (30) days. Old passwords programmatically may not be reused providing an added level of security on domain systems.

Occasionally certain staff members may travel in the field and require access to information and access to resources while away from the office. Laptop computers with sensitive information are protected from theft or accidental loss by whole disk encryption which encrypts the entire hard drive of a laptop beginning at the boot sector making it useless without the original software and user key provided by the Active Domain registered during the encryption initiation process. All computers in the field utilize on-site resources through an Enterprise Edition Citrix Access Gateway providing a secure encrypted SSL VPN tunnel to TACS resources.

File Transfers

All data files provided to and received from the Treasurer will be placed on our secure TACS FTP server. The Treasurer or a designee will be provided with a logon username and strong password to access James City County files. All data placed on the FTP may be removed and archived within thirty (30) days from its placement. If the Treasurer prefers, TACS has the ability to encrypt all data to be transferred using a secure public key to be generated and transmitted to the Treasurer, which will render the files unreadable by anyone without the pass code to the public key. The encryption level can be up to 2,048 bit. Note this feature may require additional software on the part of the Treasurer to decrypt the file.

Documentation Retention

A large part of the documents produced by TACS in paper form are related to real estate litigation. These files are made a part of the public record and require no enhanced physical security for storage. Other documents generated by TACS that require document retention and contain confidential information are secured in a locked cabinet. No paper documentation with Social Security Numbers remain on desks after use and all such documents are securely stored or destroyed as of the end of business day. TACS employs the services of Shred-it to regularly remove and securely destroy any paper documentation from TACS premises that has been placed in one of our three secure containers for documentation requiring disposal.

Payment Remittances

Remittances to clients occur on a weekly basis. We find that a regular schedule in payment remittances better serves our clients by making those funds collected available as quickly as possible. If the Treasurer prefers, the remittance can be made by ACH to an account specified by the Treasurer.

We have the capability to generate all payments in an electronic format that can easily integrate into the client system lockbox format if available. This service will permit the Treasurer's staff to quickly load all payments made during the reporting period in an automated fashion rather than having to hand key the payments. This process saves many hours in staff time over the course of a year and reduces the chance of manual keying errors that are inevitable in most manual processes.

Testing Before Go-Live

In an effort to ensure a smooth roll out to a client collection program, we load test data into a replica TACS collection database. We use this as an opportunity to review the overall data placement in the fields and for verification of the balances assigned. This testing period also provides an opportunity for TACS to develop any necessary internal training material for any variances in the way the locality handles their accounts.

Employee Access and Verification

Access to TACS facilities is controlled through RFID key access with time function and logging capabilities. Most employees have weekday 7am to 8pm access to facilities. Managers and Partners have 24-hour access and have access to disable alarm functionality. Computer access is based upon a least privilege access model controlled by Active Directory with group level controls.

All employees are screened for employment before an offer of employment is final. Such screening checks for criminal records, bankruptcy and any offense that would tend to impugn one's honesty or character to represent the public. In addition, references are necessary for hiring and are verified prior to the employee beginning work with TACS.

Balance and Account Synchronization

Personal Property tax and other non-real estate account balances can often fluctuate depending upon assessment validation, exoneration or partial abatements. It is of utmost importance that balance amounts remain synchronized between the County and its collection attorney. Working with thousands of accounts at a time, automated capacity to handle such complex tasks is essential.

We at TACS are experienced in client account synchronization. We recommend clients provide an "overlay" file showing all accounts referred and their current balances. These files are transferred in the same method as other files over our FTP site. TACS will check this file for new accounts, accounts that have either dropped off or adjusted to zero, and perform a live comparison of balances on the TACS system. Accounts will then be adjusted as required to maintain proper balances between the County and TACS.

END PROPRIETARY AND CONFIDENTIAL INFORMATION

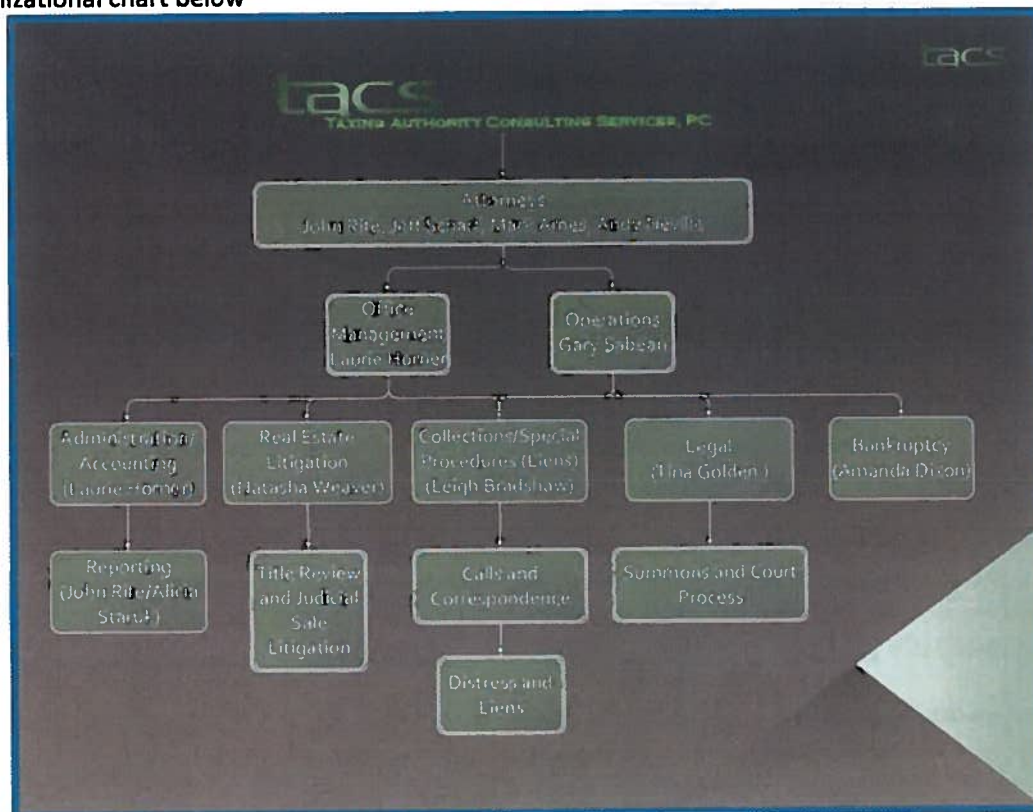
STATEMENT OF QUALIFICATIONS

As a law firm concentrating its practice in the field of Virginia government collections, TACS has honed its processes, skills and abilities to successfully manage large and small account portfolios for collection. TACS was formed in 2006 with the design of providing premier legal collection services for Virginia's localities utilizing the various methods of collection provided for under Virginia law and to provide a full-service collection effort. To this end, we take great care in the training of our staff to provide a fundamental understanding of not only the government account collection law and principles, but the fundamental nature and process of government assessment of tax, fines and fees. This understanding allows our staff to productively manage a wide range of questions from taxpayers and thereby easing the burden on that of the Assessor and the Treasurer's office.

TACS provides services similar to those sought under this RFP to approximately sixty-five Virginia local governments. With our seventy employees across two offices in Virginia, our extensive experience with Virginia government collections allows us to fashion a program that marries the collection potential of a delinquent portfolio with the reasonable expectations of services that clients expect from a law firm.

FIRM ORGANIZATIONAL CHART AND STAFFING

Our law firm is organized to provide Attorney and Managerial oversight to daily operations. See the firm organizational chart below



Key Personnel

Taxing Authority Consulting Services, P.C. (TACS) is a Virginia law firm concentrating its practice in the government receivable management sector. Our key personnel, therefore, are our highly skilled and experienced attorneys. These attorneys are supported by a staff of paralegals and collections professionals, all of whom focus on maximizing revenue for our Virginia government clients. Resumes for these key personnel are attached.

- Attorney **Jeffrey Scharf** has extensive experience in government tax collection and bankruptcy issues having represented governmental taxing entities for more than 20 years. Jeff has worked for the Virginia Department of Taxation; the Arlington County, Virginia Treasurer's Office; the Arlington County Commissioner of Revenue and has been counsel to the Treasurers' Association of Virginia (TAV). Jeff developed and has taught training courses for the TAV Career Development Program on "The Collection of Local Taxes and Other Charges" and "Bankruptcy: The Treatment of Local Government Debt". He is also the lead author of "Brass Tax: The Compendium of Local Government Collection Powers and Practices".
- Attorney **Mark K. Ames** began his practice representing banks, credit unions and private concerns in commercial and business litigation. In 1994, Mark joined the Compliance Division of the Virginia Department of Taxation where he represented the Department in bankruptcy proceedings and in litigation in state and federal court. He later joined the Department of Taxation, Office of Tax Policy, where, in addition to his work with sales and income tax appeals, he had a major role in the creation of an administrative appeals process for local tax assessments and the drafting of the 1997 Guidelines for the Business, Professional and Occupational License Tax.
- Attorney **John Rife** offers extensive experience in collecting delinquent accounts for local governments. John has aided numerous local governments revive dormant accounts receivable through the sale of real estate subject to delinquent tax, distress sales, levies and seizures. He has garnered extensive experience in tax litigation related to real property, business property, personal property, and license taxes. John has managed mass delinquent tax collection programs for a number of Virginia localities. He has also represented local governments in general matters as County Attorney for the County of Craig, Assistant City Attorney for the City of Radford and served as special counsel for a number of jurisdictions in collecting delinquent receivables.
- Attorney **Andrew Neville** is a graduate of the T.C. Williams School of Law and of Wake Forest University. Andy has worked with TACS since 2013 and has been very involved in the real estate litigation process. Andy has appeared in numerous Circuit Courts and has handled all aspects of the judicial sale process.
- Attorney **Phillip Lecky** is a graduate of the Mary & William Law School and of the University of Virginia. Phillip started with TACS in 2016 and is working closely with our Real Estate Litigation team.

- **Natasha Weaver**, Real Estate Litigation Manager, has several years' experience overseeing local real estate tax sales in multiple Virginia localities for TACS. Natasha is an experienced paralegal having worked in real estate and banking. Natasha oversees a team of 8 paralegals who form the core of our real estate litigation team. Natasha has established and maintained close relationships with the treasurers offices, the court clerks, and the other parties necessary for the expeditious and efficient prosecution of tax sale actions.
- **Leigh (Thompson) Bradshaw**, Collections Manager, has more than 15 years of collections experience in both credit card and government collections. She has worked as a Deputy Treasurer for Chesterfield County and commands an excellent understanding of what is necessary to collect delinquent Real Estate accounts for Treasurers while providing quality customer service to the citizens.
- **Gary Sabean**, Operations Analyst has more than 30 years of collection experience, having retired from the Arlington County Treasurer's Office in 2010 as Deputy Treasurer for Compliance. Gary has extensive knowledge in tax collections and other debt owed to jurisdictions and with collection systems and processes. Gary assists in the training courses for the TAV Career Development Program on "The Collection of Local Taxes and Other Charges" and has performed many presentations on the collections of delinquent taxes, "Perfecting the Collections Process" and "Measuring Performance" for the Association of Public Treasurers, Northern Virginia Regional Commission, Revenue Results Conferences, and the Government Revenue Collections Association. Gary has evaluated and suggested changes to collection processes in various Virginia jurisdictions to cut costs and ensure the most effective collection process.

These key personnel are supported by a preferred team of paralegal and collection specialists. TACS' seventy plus employees currently handle accounts for more than sixty-five Virginia jurisdictions throughout the State, from Arlington County in Northern Virginia to Lee County in Southwest Virginia. We have implemented scalable operations so that TACS can service clients as large as Fairfax County, while still being able to effectively manage a lesser volume of accounts placed by smaller localities.

CLIENT REFERENCES

TACS provides a variety of tax collection and legal services for our clients. The following list of some of our current clients includes a brief description of the services for which we have been retained.

We would be pleased to provide any additional detail about any of these relationships or information about some of our other local government clients as may be needed to weigh in the County's decision.

LOCALITY	CONTACT	CONTACT INFO	SERVICES
Henry County	Scott Grindstaff, Treasurer	P.O. Box 218 Collinsville, VA 24078 276-634-4677 sgrindstaff@co.henry.va.us	Delinquent RE Collection, RE Tax Sales, PP Collection, Bankruptcy representation and claim filing
Louisa County	Henry Wash, Treasurer	P.O. Box 523 Louisa, VA 23093 540-967-3435 hwash@louisa.org	Delinquent RE Collection, RE Tax Sales, PP Collection, Bankruptcy claim filing, General retainer
Fairfax County	Scott Sizemore, Director Delinquent Collections	12000 Government Center Pkwy, Suite 223 Fairfax, VA 22035 703-324-4804 scott.sizemore@fairfaxcounty.gov	Delinquent RE Collection, RE Tax Sales
Hanover County	Scott Miller, Treasurer	P.O. Box 200 7497 County Complex Rd Rm 114 Hanover, VA 23069 804-365-6050 msmiller@co.hanover.va.us	Delinquent RE Collection, RE Tax Sales, Delinquent PP Collection
Spotsylvania County	Larry Pritchett, Treasurer	P.O. Box 100 Spotsylvania, VA 22553 540-507-7058 LPritchett@spotsylvania.va.us	Delinquent PP Collection, Utility Debt

CONCLUSION

The collection of government receivables requires an in-depth understanding of the nature of the taxes being collected and the manner and method available to localities to undertake collections. We hope that after you review of this material that you will agree, TACS is uniquely positioned with knowledgeable staff and access to resources to meet your judicial sale needs and goals. Our past work with other local governments is possibly the best indicator of the work that we can accomplish for you. We look forward to serving you and your public.

ATTACHMENT A-SAMPLE CLIENT

Weekly Client Remittance Report



Client Remittance Report

Report Schedule:
2/26/2017 - 3/4/2017

Monday, March 13, 2017
9:37:56 AM

Date Paid	Last Name	First Name	Reference 1	Reference 2	TACS No	Juns	Total Paid	Fees	Amount to Locality
Henry Personal Property									
03/01/2017	AIKEN	SHANTAE KADERIA	15-85607-455	85607	435746	HRY-PP	\$19.54	\$3.26	\$16.28
03/02/2017	BAILEY	FRENCH ANDREW	15-69358-1358	69358	435287	HRY-PP PIF	\$23.79	\$3.94	\$19.85
02/27/2017	BARKSDALE	WILLIAM T	15-37797-1682	37797	315563	HRY-PP PIF	\$95.77	\$15.96	\$79.81
03/01/2017	BARNES	AMY PAIGE	14-78607-1527	78607	40088	HRY-PP PIF	\$39.82	\$6.21	\$33.61
03/01/2017	BARNES	AMY PAIGE	15-64208-1710	64208	40088	HRY-PP PIF	\$33.12	\$5.55	\$27.57
02/27/2017	BOWMAN	BRIDGET HARVEY	14-65734-2579	65734	40261	HRY-PP PIF	\$174.07	\$29.01	\$145.06
02/27/2017	BOWMAN	BRIDGET HARVEY	DNV-65734	65734	40261	HRY-PP PIF	\$24.00	\$4.00	\$20.00
03/02/2017	BOYER	JOHN PATRICK	15-277467-3030	277467	435076	HRY-PP PIF	\$14.11	\$2.34	\$11.77
02/27/2017	BRANCH	STEPHEN EDWARD	15-3032-3146	3032	435135	HRY-PP PIF	\$77.35	\$12.89	\$64.46
03/02/2017	BRANNON	CASEY WAYNE	15-84918-3171	84918	435636	HRY-PP	\$118.91	\$19.82	\$99.09
02/27/2017	BROWN	ROBERT LAMONT	15-31225-3610	31225	66531	HRY-PP PIF	\$217.02	\$36.17	\$180.85
03/01/2017	CATRON	LISA NICOLE	15-84878-5048	84878	435628	HRY-PP	\$60.00	\$10.00	\$50.00
03/01/2017	COLE	EVA EVON	15-67252-5919	67252	95577	HRY-PP	\$84.48	\$14.17	\$70.31
03/01/2017	COLE	EVA EVON	14-67252-5347	67252	95577	HRY-PP PIF	\$68.85	\$10.74	\$58.11
02/27/2017	DAMIRON	BRAD	14-36428-6768	36428	42423	HRY-PP PIF	\$108.90	\$17.07	\$91.83
02/27/2017	DAMIRON	BRAD	13-36428-6431	36428	42423	HRY-PP PIF	\$1.43	\$0.00	\$1.43
02/27/2017	DAMIRON	BRAD	15-36428-7514	36428	42423	HRY-PP	\$107.13	\$17.86	\$89.27
03/01/2017	DONNAKANLAN	NATASHA R	14-81757-7770	81757	169023	HRY-PP	\$104.21	\$16.40	\$87.81

Quarterly Client Portfolio Report

Client Portfolio Collection Report



March 7, 2017

Client	Account Type	Last Assigned Date	Refused Amounts	Amount Refused	Amount Collected	Amount Adjusted	Amount Paid	Balance Amount	Active Amounts	Percent Collected
Henry County Credit Court	HRV-CC	6/10/2016	4,075	\$9,027,304	\$522	(\$72,957)	\$70	\$8,953,756	4,033	0.00%
Henry Personal Property	HRV-PP	8/04/2016	13,034	\$3,602,706	\$1,258,537	(\$462,166)	\$1,249,043	\$632,949	6,000	67.24%
Henry Real Estate	HRV-RE	10/21/2016	4,342	\$8,464,715	\$3,115,140	\$236,938	\$4,567,005	\$1,019,504	1,240	82.27%

Sum of Amount Collected



**COUNTY OF PRINCE GEORGE
REPORT OF OUTSTANDING AND DELINQUENT TAXES**

	JUNE FY16 AR REPORT FOR 6/30/16 RAN 7-01-16 @ 6:32 AM	Collections / Adjustments	MAY FY17 - OUTSTANDING AMOUNTS GL FOR 5/31/17 RAN 6-01-17 @ 7:30 AM
REAL ESTATE			
0100-19061		-	
0100-19081	96.00	-	96.00
0100-19091	4,346.39	2,148.37	2,109.99
0100-19101	21,084.23	3,639.86	13,333.83
0100-19111	50,004.24	9,404.14	32,258.66
0100-19121	69,863.57	10,913.89	45,539.14
0100-19131	44,939.92	13,306.59	22,348.41
0100-19141	116,390.48	29,717.14	65,324.49
0100-19151	215,098.01	52,026.30	98,367.90
0100-19161	654,164.61	140,819.22	301,646.96
0100-19171			2,558,417.38
0220-19220	38,176.75	6,965.48	5,091.95
0220-19220			10,171.66
0220-19220			70,296.28
TOTAL Real Estate Taxes	1,214,164.20	268,940.99	3,225,002.65

	MAY FY17 - DELINQUENT AMOUNTS GENERAL LEDGER FOR 5/31/2017 AS OF 6/01/2017 7:30 AM
	96.00
	2,109.99
	13,333.83
	32,258.66
	45,539.14
	22,348.41
	65,324.49
	98,367.90
	301,646.96
	5,091.95
	10,171.66
	596,288.99

	# BILLS	# UNIQUE CUST IDS	YEAR
	1	1	2008
	8	7	2009
	19	17	2010
	35	27	2011
	58	49	2012
	70	59	2013
	104	90	2014
	160	140	2015
	379	286	2016
	834		
		313	

TOTAL # RE BILLS DELINQUENT
**TOTAL UNIQUE RE CUSTOMERS
DELINQUENT**

**COUNTY OF PRINCE GEORGE
REPORT OF OUTSTANDING AND DELINQUENT TAXES**

		JUNE FY16 AR REPORT FOR 6/30/16 RAN 7-01-16 @ 6:32 AM	MAY FY17 - OUTSTANDING AMOUNTS GL FOR 5/31/17 RAN 6-01-17 @ 7:30 AM
		Collections / Adjustments	
PERSONAL PROPERTY			
0100-19093	2009 PPT TAX	60.82	
0100-19009	2009 vehicle reg		68,210.13
0100-19103	2010 PPT TAX	311.07	
0100-19010	2010 vehicle reg	29.50	
0100-19113	2011 PPT TAX	73,708.23	
0100-19011	2011 vehicle reg	7,368.96	
0100-19123	2012 PPT TAX	117,204.86	
0100-19012	2012 vehicle reg	10,118.07	
0100-19133	2013 PPT TAX	269,253.69	
0100-19013	2013 vehicle reg	34,665.23	
0100-19142	2014 ps tax		
0100-19143	2014 PPT TAX	392,631.26	
0100-19014	2014 vehicle reg	97,087.08	
0100-19152	2015 ps tax	10,455.13	
0100-19153	2015 PPT TAX	576,348.22	
0100-19015	2015 vehicle reg	148,894.43	
0100-19162	2016 ps tax	43.04	
0100-19163	2016 PPT TAX	1,514,167.21	
0100-19016	2016 vehicle reg	291,055.73	
0100-19172	2017 ps tax		
0100-19173	2017 PPT TAX		
0100-19017	2017 vehicle reg		4,881,260.78
TOTAL Personal Property Taxes		3,543,402.53	7,687,719.13
TOTAL Outstanding Taxes		4,757,566.73	10,912,721.78

	MAY FY17 - DELINQUENT AMOUNTS GENERAL LEDGER FOR 5/31/2017 AS OF 6/01/2017 7:30 AM	# BILLS	# UNIQUE CUST IDS	YEAR
	68,210.13	828	827	2012
	6,549.99	1,662	1,495	2013
	104,093.48			
	8,829.07			
	214,054.94			
	26,397.96			
	286,714.74	2,240	2,015	2014
	68,729.87			
	357,960.47	3,060	2,741	2015
	92,949.63			
	66.72			
	653,029.93			
	160,478.10	5,183	4,562	2016
	130,694.95			
	4,881,260.78			
	627,698.37			
	2,048,065.03			
	2,644,354.02			
	(74,760.12)			
	2,569,593.90			
		12,973		
		6,590		

UNCOLLECTIBLE

TOTAL # DELINQUENT PP BILLS 12,973
TOTAL UNIQUE PP CUSTOMERS DELINQUENT 6,590

DELINQUENT TAXES
LESS UNCOLLECTIBLE
COLLECTIBLE DELINQUENT TAXES

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 13th day of June, 2017:

Present:

Vote:

William A. Robertson, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Alan R. Carmichael
T. J. Webb

A-4

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AUTHORITY TO EXECUTE CONTRACT FOR DELINQUENT TAX COLLECTION SERVICES

WHEREAS, An RFP was issued for Delinquent Tax Collection Services on March 10th and closed on April 17th with six responses; and

WHEREAS, Interviews of top three firms were held on May 16th and May 17th. The recommended company from the ranking process is Taxing Authority Consulting Services (TACS). References were checked and all returned positive results;

WHEREAS, TACS would be contracted to assist the Treasurer's Office with the collection of delinquent real estate and personal property taxes for the next 12 months with potential to renew for four annual periods.

NOW, THEREFORE BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 13th day of June, 2017, does hereby authorize the County Administrator to execute a contract with TACS for delinquent tax collection services.

A Copy Teste:

Percy C. Ashcraft
County Administrator