



**STATE OF DELAWARE
Bureau of Tax Collections
Department of Finance/Division of Revenue**

July 17, 2019

ISSUED BY: Tosha Martin
Tax Collections Manager
302-577-8585

SUBJECT: **AWARD NOTICE
FIN19002
SECOND REFERRAL COLLECTION SERVICES**

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period beginning July 1st 2019 and ending June 30th 2022. Each contract may be renewed for one (1) two (2) year periods through negotiation between the contractor and The Department of Finance/Division of Revenue.

2. VENDORS

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Vendor Name: Penn Credit Corporation Address: 2800 Commerce Drive Harrisburg, PA 17110 Primary Contact Name: Bruce Hower Phone: 800-800-3328 x3118 Email: bruce.hower@penncredit.com FSF Number: 0000018318	Vendor Name: F.H.Cann & Associates Address: 1600 Osgood, MA 01845 Primary Contact Name: Sheri A. Traficante-Cann Phone: 978-215-3602 Email: scan@fhcann.com FSF Number: 0000489286
Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:	Vendor Name: Address: Primary Contact Name: Phone: Email: FSF Number:

Format of above table may be adjusted based on number of vendors awarded

3. SHIPPING TERMS

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N/A

4. DELIVERY AND PICKUP

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N/A

5. PRICING

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Fees paid are contingent upon collection at the following rates:

F.H. Cann and Associates 14 % contingency fee for second referral accounts, 19 % contingency fee for third referral accounts; and 25 % contingency fee for litigation accounts

Penn Credit Corporation 14.9% contingency fee for second referral accounts, 24.5% contingency fee for third referral accounts; and 25% contingency fee for litigation accounts.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

Weekly electronic invoices will be transmitted

7. PAYMENT

An electronic invoice is sent to the Budget office for full payment after we verify the bill for accuracy. Once everything is verified Budget will send payment via purchase order (P.O.) in First State Financial (FSF)

8. PRODUCT SUBSTITUTION

N/A.

9. ORDERING PROCEDURE

N/A

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number FIN19002 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.