

COMPLAINT TO VENDOR (PUR 7017)

Instructions to Agencies: Agencies shall complete this form and send to the vendor in hard copy or electronic format. Agencies are free to modify this form to suit specific circumstances. State Purchasing maintains a list of complaint actions, including status and outcome, as part of its vendor performance management practices. This list is maintained on the DMS website at http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

Email a copy of this complaint to the Department of Management Services, Division of State Purchasing at notices@dms.myflorida.com. Attach a copy of the relevant Purchase Order/Contract and include the State Term Contract or State Purchasing Agreement number, if appropriate. Also, a copy of the completed Complaint to Vendor form must be sent to the chief purchasing officer or contract administrator of the issuing agency.

DATE ISSUED TO VENDOR: August 9, 2018

TO:

Vendor Name: Lee Trailer Sales, LLC
Vendor Contact Name & Title: Michelle Thompson, Owner
Address: 3922 Crawfordville Road, Tallahassee, FL 32305
Telephone: (850) 878-0788
Email: leetrailersales@comcast.net

FOR AGENCY USE:

Agency: Department of Financial Services
Agency Contact Name & Title: Savannah Malphurs, Government Analyst II
Address: 200 East Gaines Street, Tallahassee, FL 32399
Telephone: (850) 413-4013
Email: Savannah.Malphurs@MyFloridaCFO.com

Purchase Order Number (if applicable): B348BD (PR10546592)
Purchase Order Date (if applicable): 5/30/2018
State Term Contract or State Purchasing Agreement (if applicable):

Instructions to Vendors: Rule 60A-1.006, Florida Administrative Code, contains provisions regarding contract default, including but not limited to removal from approved statewide and/or agency vendor lists. These and other provisions may apply to you. This document will be a part of your vendor file and may be used as a basis for your firm's removal as an approved vendor, or in determining your firm's responsibility in regard to specific solicitations and contracting opportunities. **Please respond to the agency within seven calendar days of receipt.**

PART I - NATURE OF COMPLAINT:

SPECIFICATIONS/ REQUIREMENTS	DELIVERY/ SCHEDULE	INVOICING	CUSTOMER SERVICE
1) <input type="checkbox"/> Failed to meet some requirements	8) <input checked="" type="checkbox"/> Delivery/ Performance not on time	16) <input checked="" type="checkbox"/> Invoice price higher than authorized	20) <input checked="" type="checkbox"/> Unsatisfactory communication
2) <input type="checkbox"/> Failed to meet most requirements	9) <input type="checkbox"/> Delivery made at unsatisfactory hour	17) <input type="checkbox"/> Invoice at variance with quantity received	21) <input checked="" type="checkbox"/> Unsatisfactory problem resolution
3) <input type="checkbox"/> Unsatisfactory workmanship in installation of commodity	10) <input type="checkbox"/> Delivery made to wrong destination	18) <input type="checkbox"/> Quantity delivered and billed in excess of order	22) <input type="checkbox"/> Unsatisfactory change order negotiation
4) <input type="checkbox"/> Service incomplete	11) <input type="checkbox"/> Improper method of delivery	19) <input type="checkbox"/> Other	23) <input type="checkbox"/> Insufficient reliability
5) <input type="checkbox"/> Failed to meet performance goals	12) <input type="checkbox"/> Unauthorized delivery/performance made before issuance of order		24) <input type="checkbox"/> Other
6) <input type="checkbox"/> Unauthorized substitute delivered by vendor	13) <input type="checkbox"/> Delivery in damaged condition		
7) <input type="checkbox"/> Other	14) <input type="checkbox"/> Quantity delivered other than ordered		
	15) <input type="checkbox"/> Other		

ADDITIONAL AGENCY COMMENTS:

Be accurate, complete and factual; indicate manner in which you suggest complaint be settled:

The fact(s) and/or unmet contract term(s) giving rise to this complaint is/are:

A commodity, an enclosed trailer, has not been provided timely or at the agreed upon price. The purchase order was issued for the price of the enclosed trailer at \$2,795, and had a start date of 05/30/18 and end date of 06/30/18. The enclosed trailer was not finished on the end date specified. On 07/26/18, two months after acceptance of the purchase order, Vendor informed that the enclosed trailer was complete and sent a document that was labeled as an "estimate" for \$4,690. Vendor

communicated that the quote that the purchase order was issued from in May was a mistake and the wrong quote. The agency relied upon Vendor's 05/30/18 quote when it decided to purchase the trailer from Vendor for the specified price. The Vendor has not performed in accordance with the agreed upon terms and conditions, which provide that the purchase order may only be modified by a change order agreed to by the agency and the Vendor. Vendor increased cost of the trailer by \$1,895.

The corrective action required is:

Compliance with the terms of the purchase order issued on 5/30/18 by providing the agency with the enclosed trailer and submitting an invoice for the agreed upon amount of the purchase order for the total price of \$2,795.

PART II - TIME TO RESOLVE; FURTHER ACTION RESULTING FROM FAILURE TO RESOLVE:

Vendor must correct the failure to perform within ten (10) days of receipt, and remain in compliance with the terms of the contract for the remainder of any contracted performance. Failure to perform may result in cancellation of Purchase Order/Contract No. B348BD (PR10546592).

If the vendor fails to perform in compliance with the contract within this time and thereafter, the vendor will be found in default and removed from the agency's approved vendor list. Pursuant to Rule 60A-1.006(3)(b), F.A.C., "unless the vendor corrects its failure to perform within the time provided, or unless the agency determines on its own investigation that the vendor's failure is legally excusable, the agency shall find the vendor in default and shall issue a second notice stating (i) the reasons the vendor is considered in default, (ii) that the agency will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known." Further, as provided in Rule 60A-1.006(3)(c), F.A.C., "[t]he defaulting vendor will not be eligible for award of a contract by the agency until such time as the agency is reimbursed by the defaulting vendor for all reprocurement costs."



Jimmy Patronis
CHIEF FINANCIAL OFFICER

DIVISION OF INVESTIGATIVE & FORENSIC SERVICES

DEPARTMENT OF FINANCIAL SERVICES

STATE OF FLORIDA

BUREAU OF FORENSIC SERVICES · BUREAU OF WORKERS' COMPENSATION INVESTIGATIONS

BUREAU OF INSURANCE FRAUD · BUREAU OF FIRE, ARSON & EXPLOSIVES INVESTIGATIONS · OFFICE OF FISCAL INTEGRITY

August 9, 2018

**Lee Trailer Sales, LLC
3922 Crawfordville Road
Tallahassee, FL 32305**

Attention: Michelle Thompson, Owner

Re: Department of Financial Services, Purchase Order dated May 30, 2018

Dear Mrs. Thompson,

Enclosed you will find the Complaint to Vendor (PUR 7017) as well as a copy of Purchase Order B348BD dated May 30, 2018.

Please review and respond within seven calendar days of receipt.

Sincerely,

Savannah Malphurs

Enclosures

**Cc: Department of Management Services, Division of State Purchasing
Department of Financial Services, Office of Purchasing and Contractual Services**



Order No. B348BD

Version Number: 1
 Internal Version: false
 Issued on Wed, 30 May, 2018
 Created on Wed, 30 May, 2018 by Ariba System

Supplier:

Lee Trailer Sales LLC
 3922 CRAWFORDVILLE ROAD
 TALLAHASSEE, FL 32305
 United States
 Phone: 1850-878-0788
 Fax: 1850-878-0221
 Contact: Wilburn Thompson

Ship To:

Investigative & Forensic Services
 Suite 210
 2020 Capital Circle SE
 Tallahassee, FL 32301
 United States

Deliver To:

Kaci Granger, IF

Bill To:

DFS Billing Address
 Department of Financial Services
 Division of Administration
 200 E Gaines St
 Tallahassee, FL 32399
 United States

Entity Description: Department of Financial Services
 Organization Code: 43350000000
 Object Code: 000000-518000
 Expansion Option: IF
 Exemption Status: No
 Exemption Reason?:

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	2018 Arising 6x10 (2) 3500LB electric brake ...		each	1	None	\$2,795.00000 USD	\$2,795.00000 USD

2018 Arising 6x10 (2) 3500LB electric brake axles = \$2,665.00
 Ramp door
 V-Nose,
 Spare Tire mount,
 LED Light Package
 Radials
 12 Volt Electric Jack
 8' Electric Onyx Awning
 Side Door 32"
 Roof Vent
 T&W Assy, 15", ST205/75R15-C, 5-45 SPK, WHT O" Offset 3.30: Pilot, 1.82K CAP= \$130.00

Distributors?: N

Requester: Kaci Granger, IF

Ship To Code: A012fxokk.q

State Contract ID:

Contract ID:

Requester Phone:

PR No.: PR10546592

MyGreenFlorida Content: N

Method of Procurement: F - Informally quotes purchase not exceeding \$35,000 [Rule 60A-1.002(3), F.A.C.]

Shipping Method: Best Way

FOB Code: INC-Dest

FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Encumber Funds: Yes

PO Start Date: Wed, 30 May, 2018

PO End Date: Sat, 30 Jun, 2018
Fiscal Year Indicator: 2018
PU#: 4300
Site Code: 430000-00
Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
P Card Order?: No

Total	\$2,795.00000 USD
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Comments

- Nancy Jewett, 05/30/2018:
Sunbiz active.

NOTE TO THE VENDOR:

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

State of Florida agencies are using MyFloridaMarketPlace eQuote for purchases under \$35,000 or for quotes off state term contracts. Be sure your vendor MFMP registration includes a current and accurate "Main Contact" e-mail address, accurate and current commodity codes, and you selected "yes" to receive electronic notifications. For any assistance with vendor registration or eQuote, contact VendorHelp@MyFloridaMarketPlace.com or (866) 352-3776.

Failure to provide services in accordance with terms and conditions will result in rejection of invoice payment.

The Contractor understands its duty, pursuant to subsection 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors. (Nancy Jewett, Wed, 30 May, 2018)

Attachments

- ATTACHMENT by Kaci Granger, IF on *Wednesday, May 30, 2018 at 10:28 AM*
Lee Trailer Sales LLC Quote.pdf (201676 bytes)

LEE TRAILER SALES LLC
 3922 CRAWFORDVILLE RD.
 TALLAHASSEE, FL. 32305

Estimate

Date	Estimate #
5/24/2018	3178

Name / Address
MARLA HOPPER FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Project

Description	Qty	Cost	Total
#2018 ARISING 6X10 (2) 3500LB ELECTRIC BRAKE AXLES RAMP DOOR V- NOSE SPARE TIRE MOUNT INTERIOR LED LIGHT PACKAGE RADIALS 12 VOLT ELECTRIC JACK 8' ELECTRIC ONYX AWNING SIDE DOOR 32" ROOF VENT	1	2,665.00	2,665.00
T&W ASSY, 15", ST205/75R15-C, 5-45,SPK,WHT,0" OFFSET, 3.30" PILOT, 1.82K CAP	1	130.00	130.00
Sales Tax		7.50%	0.00
Total			\$2,795.00

Customer Signature _____

Clark, Tammy

From: Malphurs, Savannah <Savannah.Malphurs@myfloridacfo.com>
Sent: Thursday, August 9, 2018 6:50 PM
To: leetrailersales@comcast.net
Subject: Complaint to Vendor Re: Order B3488D
Attachments: Notice of Complant to Vendor Lee Trailer Sales LLC.pdf

Importance: High

Good Evening,

Attached please find the Complaint to Vendor, a hard copy has been mailed via certified mail.

Thank you,

Savannah Malphurs

Savannah Malphurs
Government Analyst II
Division of Investigative & Forensic Services
Operational Support Services
Phone: (850) 413-4013
Email: Savannah.Malphurs@MyFloridaCFO.com
Florida Certified Contract Manager

Office of Chief Financial Officer Jimmy Patronis
Florida Department of Financial Services

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