

**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 15, 2018

TO:

Vendor Name: Aero Maintenance Supply
Vendor Contact Name & Title: Jerry L. Harvey
Address: PO Box 20931, Tallahassee, FL 32316
Telephone: 850-576-2969
Email: aeromaintenance@embarqmail.com

FOR AGENCY USE:

Agency: Columbia County School District
Agency Contact Name & Title: Keith L. Hatcher, Director of Purchasing and Risk Management
Address: 372 W. Duval Street, Lake City, FL 32055
Telephone: 386-755-8031
Email: hatcherk@columbiak12.com

Purchase Order Number (if applicable): NA
Purchase Order Date (if applicable): NA
State Term Contract or State Purchasing Agreement (if applicable): NA

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 type="checkbox"/> Delivery/ Performance not on time | 16) <input 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 checked="" type="checkbox"/> Service incomplete | 11) <input type="checkbox"/> Improper method of delivery | 19) <input type="checkbox"/> Other | 23) <input checked="" 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:

CCSD bought several vacuum cleaners from Aero Maintenance Co. Mr. Harvey indicated (verbally) that he would maintain them for us for free. After we started doing business with Aero, Mr. Harvey indicated that we would need to buy \$2,451.41 worth of parts to keep on hand at our warehouse in order for Aero to continue servicing without charging for a service call. When we did not immediately agree to this setup, Mr. Harvey stopped answering his phone and will not return

repeated phone calls.

The corrective action required is:

Return all phone calls. Begin servicing these units with or without a service charge or come pick them up and refund our money because they are tearing up.

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

Vendor must correct the failure to perform within 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. _____.

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."

Clark, Tammy

From: Keith Hatcher <hatcherk@columbiak12.com>
Sent: Wednesday, August 15, 2018 9:16 AM
To: Purchasing Customer Service
Subject: Aero Maintenance Supply Company
Attachments: Aeor Maintenance Supply PUR_7017_Complaint_to_Vendor.pdf

Please find attached a formal complaint sent to Aero Maintenance Supply this morning.

Best Regards,

Keith Hatcher

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Keith L. Hatcher

Director of Purchasing and Risk Management
Columbia County School District
372 W. Duval Street
Lake City, FL 32025
(386)755-8031



Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.