

**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: 10/08/18.

TO:

| |
|--|
| Vendor Name: <u>Federal Contracts Corp</u> |
| Vendor Contact Name & Title: <u>Pete Pierson Contracts Manager</u> |
| Address: <u>129918 N Nebraska Ave. Tampa, FL. 33612</u> |
| Telephone: <u>813-631-0000</u> |
| Email: <u>pete@federalcontractscorp.com</u> |

For agency use:

| |
|---|
| Agency: <u>Florida Department of Health</u> |
| Agency Contact Name & Title: <u>Jason Long Planner</u> |
| Address: <u>140 SW Virginia Circle Mayo, Fl. 32066</u> |
| Telephone: <u>386-294-13212</u> |
| Email: <u>Jason.Long@flhealth.gov</u> |
| Purchase Order Number (if applicable): _____ |
| Purchase Order Date (if applicable): _____ |
| State Term Contract or State Purchasing Agreement (if applicable): <u>21100000-15-1</u> |

Instructions to Vendors: Chapter 60A-1.006, Florida Admin. 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 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 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 checked="" 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:

I talked to Pete Pierson he was very polite. He advised me that they did not honor the state contract any more. They have pulled out of the contract due to the 2018 contract agreement. He told me I could tie into the Sheriffs contract if eligible.

The corrective action required is: To have Federal Contracts Corp honor the state contract. Note this vendor represents two of the vendors on the state contract bid list, Big Tex & Felling Trailers. They are on the Agriculture & Law Equipment 21100000-15-1 state contract. If Federal Contracts Corp wishes to pull out of the state contract as they stated, they need to contact Department of Management Services and request to be removed from the contract.

PART II – TIME TO RESOLVE; FURTHER ACTION RESULTS FROM FAILURE TO RESOLVE:

Vendor must correct the failure to perform within 7 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), “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), “[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.”