

**COMPLAINT TO VENDOR/CONTRACTOR  
(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](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](mailto: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/CONTRACTOR: December 13, 2018

TO: Kayla Dang

Vendor/Contractor Name: GMI Group, Inc.  
Contact Name & Title: Kayla Dang, CEO  
Address: 130 Stone Mountain Street, Lawrenceville, Georgia 30046  
Telephone: Work 678-482-5288, Cell 678-925-3484  
Email: [kayla.dang@gmigroupinc.com](mailto:kayla.dang@gmigroupinc.com)

For agency use:

Agency: Department of Management Services  
Agency Contact Name & Title: Brad Kinsey, Contract Manager  
Address: 4050 Esplanade Way, Suite 315.5z, Tallahassee, FL 32399  
Telephone: 850-413-9587  
Email: [brad.kinsey1@dms.myflorida.com](mailto:brad.kinsey1@dms.myflorida.com)

Purchase Order Number (if applicable): B37309  
Purchase Order Date (if applicable): July 02, 2018  
State Term Contract or State Purchasing Agreement (if applicable): DMS -12/13-040D

**Instructions to Vendors:** Rule 60A-1.006, Florida Administrative Code (F.A.C.), 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. Read this document in its entirety.

**You must immediately respond to the agency's contract manager and perform the requested corrective actions in this Complaint within 3 business days from your receipt of this Complaint.**

## PART I - NATURE OF COMPLAINT:

### Summary:

**Failure to meet specifications/requirements:** Failed to meet most or all contract requirements; delivery/performance not provided.

**Failure to deliver/perform according to schedule:** Delivery/performance not on time; delivery/performance not provided.

**Failure to provide sufficient customer service to agency:** Unsatisfactory communication, problem resolution, and reliability.

**ADDITIONAL AGENCY COMMENTS:** The facts and unmet contract terms giving rise to this complaint are:

1. Section 1.1 of the Statement of Work sets forth the following requirements:

The Contractor shall provide Custodial Services for the Facilities identified in Attachment A, DMS Facility List (Facilities), of the ITN for Region 4. The Contractor shall follow the customary and standard industry practice for the performance of the Custodial Services provided, all in accordance with Attachment C4, quality Evaluation Form, of the ITN. In addition, the Parties agree that should the Contractor fail to adhere to same, DMS or the applicable User Agency has the sole discretion to deem such failure as sufficient cause for default and immediately terminate this contract.

Section 2.1.1 of the Statement of Work provides the "Daily Custodial Requirements" under the contract. Also see sections 1.10, "Work Hours" and 3.1, "Day Porters" of the Statement of Work.

**The Contractor has failed to provide custodial services for the Facilities identified in Attachment A, DMS Facility List (Facilities) of the ITN for Region 4 as required by section 1.1 of the Statement of Work. Specifically, on the evening of December 10, 2018, Contractor failed to provide custodial services at the following facilities in Region 4: Daytona Beach RSC, FDLE Orlando, Hurston, Peterson. As of the date of this Complaint, custodial services have not recommenced in these buildings. As such, Contractor has also failed to satisfy the Daily Custodial Requirements provided in section 2.1.1 of the Statement of Work, to perform during the work hours specified in section 1.10 of the Statement of Work, and to provide day porters as provided in section 3.1 of the Statement of Work.**

2. Section 1.3 of the Statement of Work sets forth the following requirements:

The Contractor will ensure adequate custodial operational staffing (day and/or night as specified by DMS or the User Agency) is maintained to ensure the highest level of cleanliness throughout the term of the Contract. The Contractor indicated its proposed minimum staffing levels, including day porters if specified by DMS or the User Agency, on Attachment 9,

Recommended Contract Staffing, of the Contractor's response to the ITN. Staffing adjustments may be necessary in order to accomplish this standard. The Contractor shall notify the Facility Manager of any staffing changes and also update Attachment C8, Sign-In/Sign-Out Sheet, of the ITN, with each occurrence. The Contractor is subject to deductions for failure to maintain the minimum negotiated staffing levels throughout the Contract term as indicated on Attachment C4, Quality Evaluation Form, of the ITN. The Contractor's failure to meet minimum staffing levels in a facility in excess of three (3) occurrences within a 12-month period will be considered a breach of Contract, and DMS or the User Agency has the sole discretion to deem such failure as sufficient cause for default and immediately terminate this Contract.

**On the evening of December 10, 2018, Contractor failed to provide custodial services at the following facilities in Region 4: Daytona Beach RSC, FDLE Orlando, Hurston, Peterson. As of the date of this Complaint, custodial services have not recommenced in these buildings. As such, the Contractor has failed to provide adequate custodial staffing (day and/or night as specified by DMS or the User Agency) to maintain and ensure the highest level of cleanliness throughout the term of the contract as required under section 1.3 of the Statement of Work.**

3. Section 1.17 of the Statement of Work sets forth the following requirements:

**The Contractor shall furnish all paper products, cleaning supplies, equipment, liners, hand soap, etc. The Contractor shall furnish paper towels in all food service areas, including break areas, containing vending machines, kitchenettes, and coffee stations. [...] The Contractor shall maintain a minimum on-site inventory equal to a two-week stock of all cleaning products and supplies at all times.**

**The Contractor has failed to furnish the supplies required under section 1.17 of the Statement of Work at all locations within Region 4.**

#### **REQUIRED CORRECTIVE ACTIONS:**

Pursuant to the previously cited sections of the Statement of Work of the Contract:

1. The Contractor must immediately provide Custodial Services for the Facilities identified in Attachment A, DMS Facility List (Facilities), of the ITN for Region 4 in accordance section 1.1 of the Statement of Work, must provide the deliverables required under section 2 of the Statement of Work, must perform work during the designated hours in accordance with section 1.10 of the Statement of Work, and must provide day porters in accordance with section 3.1 of the Statement of Work.
2. The Contractor shall adequately provide and maintain custodial operational staffing (day and/or night as specified by DMS or the User Agency) to ensure the highest level of cleanliness throughout the term of the Contract.

3. The Contractor shall furnish all supplies required under section 1.17 of the Statement of Work, including paper products, cleaning supplies, liners, hand soap, etc. The Contractor shall furnish paper towels in all food service areas, including break areas containing vending machines, kitchenettes, and coffee stations. The Contractor shall maintain a minimum on-site inventory equal to a two-week stock of all cleaning products and supplies at all times.

The Contractor must perform the required corrective actions (items 1 through 3 above) within 3 business days from your receipt of this Complaint.

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

Contractor must perform the required corrective actions within 3 business days from your receipt of this Complaint and remain in compliance with the terms of the contract for the remainder of the term of the contract.

Rule 60A-1.006(3)(b), F.A.C., provides: "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, rule 60A-1.006(3)(c), F.A.C., provides: "The 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."

If the Contractor fails to perform in compliance with the contract within 3 business days from your receipt of this Complaint, the Contractor will be found in default and removed from the agency's approved vendor list. The Contractor's failure to perform in compliance with the contract will result in cancellation of Contract No.: DMS 12/13-040D.