

COMPLAINT TO VENDOR
(PUR 7017, REV. 08/22/05)

Instructions to Agencies: State Purchasing maintains a database of complaint actions, including status and outcome, as part of its vendor performance management practices. Agencies shall complete this form and send to the vendor in hard copy or electronically. Agencies are free to modify this form to suit specific circumstances.

Email a copy of this complaint to the Department of Management Services, Division of State Purchasing at notices@dms.state.fl.us. Attach a copy of the relevant Purchase Order/Contract and include the State Term Contract or State Purchasing Agreement number, if appropriate.

A copy of the complaint must be filed with the chief purchasing officer or contract administrator of the issuing agency in accordance with the agency's policies and procedures.

DATE ISSUED TO VENDOR: _____

TO:

Vendor Name: _____
Vendor Contact Name & Title: _____
Address: _____
Telephone: _____
Email: _____

For agency use:

Agency: _____
Agency Contact Name & Title: _____
Address: _____
Telephone: _____
Email: _____
Purchase Order Number (if applicable): _____ Date Issued _____
Agency Contract Number (if applicable): _____ Date Issued _____
Fiscal Codes State Term Contract or State Purchasing Agreement # (if applicable): _____

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.

Please respond to the agency within seven calendar days of receipt.

PART I - NATURE OF COMPLAINT:

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

The corrective action required is:

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

Vendor must correct the failure to perform within ____ 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 this is a Purchase Order/Contract issued in accordance with a State Term Contract (STC) or State Purchasing Agreement (SPA), insert the STC or SPA number here: _____.~~)

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, 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.