

**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://dms.myflorida.com/dms/purchasing/convicted_suspended_discriminatory_complaints_vendor_lists/vendor_complaint_list.

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: April 22, 2008.

TO:

Vendor Name:	<u>Toshiba America Business Solutions, Inc.</u>
Vendor Contact Name & Title:	<u>Mike McKinley</u>
Address:	<u>4855 Peachtree Industrial Blvd. Suite 210, Norcross GA 30092</u>
Telephone:	<u>770-356-7626</u>
Email:	<u>mike.mckinley@tabs.toshiba.com</u>

For agency use:

Agency:	<u>Department of Revenue</u>
Agency Contact Name & Title:	<u>Dorothy Ware, Purchasing Agent III</u>
Address:	<u>501 South Calhoun St. Tallahassee, FL 32399</u>
Telephone:	<u>850-488-3544</u>
Email:	<u>ward@dor.state.fl.us</u>
Purchase Order Number (if applicable):	<u>Billing of color copies</u>
Purchase Order Date (if applicable):	<u></u>
State Term Contract or State Purchasing Agreement (if applicable):	<u>600-340-03-1</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 checked="" 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:

The Ft. Myers office of General Tax Administration, was informed by Toshiba that "Color" copies are included, they only request meter readings for black and white copies. This is for DO 475710 and DO 469166. They are both for Toshiba 3500 copiers. To my knowledge the state contract has not been amended to include color copies so I am not sure where Toshiba is getting this from If, however, they wish to include them we would like that stated in the contract. Otherwise the invoices should correctly reflect both the cost of leasing the copier and the cost of the color copies.

The corrective action required is:

Please get this resolved by April 30, 2008, or we may request cancellation of this lease. This problem should have been taken care of months ago and not dragged on till now. All attempts made by the end user to resolve it have failed.

PART II – TIME TO RESOLVE; FURTHER ACTION RESULTS 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 future Purchase Orders/Contracts with Toshiba.

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."