

**NOTICE OF DEFAULT
(PUR 9999)**

FROM:

Agency: Department of Management Services
Agency Contact Name & Title: Karen Armstrong, Departmental Purchasing Director
Address: 4050 Esplanade Way, Tallahassee FL 32399
Telephone: 850-413-7190
Email: Karen.armstrong@dms.myflorida.com

TO:

Vendor Name: Building Maintenance of America d/b/a Florida Building and Maintenance
Vendor Contact Name & Title: Peggy Pham, Managing Director
Address: 333 N. Falkenburg Rd. #A117
Telephone: (813) 600-3848
Email: contracting@flbuildingmaintenance.com

ADDITIONAL INFORMATION

Contract or Purchase Order number (or other identifying information): DMS 12/13-040B.
(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: N/A.

This Notice of Default is based on a written Complaint to Vendor (PUR 7017) or other previous written notice from the agency identified above. A copy of this complaint or notice is attached.

AGENCY DECISION

In accordance with the Complaint to Vendor dated March 28, 2014 your firm was given 10 business days for compliance. As compliance has still not occurred, your firm is now found in default, and the above referenced contract is hereby canceled effective at the end of today, April 11, 2014, 5:01 pm. The agency will reprocure or has reprocured the commodities or services. Your firm will not be eligible for award of a contract by the agency until such time as the agency is reimbursed by your firm for all reprocurement costs and the agency is satisfied that further instances of default will not occur. Reprocurement costs (the amount of the reprocurement less your firm's contracted but unpaid amount for completion of the contract, plus administrative costs) are unknown at this time.

ADMINISTRATIVE REMEDIES

You have the right to an administrative hearing regarding this matter, pursuant to Section 120.569 and 120.57, Florida Statutes. If you desire an administrative hearing, you must file a written "Petition for Administrative Hearing" within 21 days of receipt of this notice. A petition is filed when it is received by the Department's Agency Clerk at the following address:

Michael Sivilla
4050 Esplanade Way
Tallahassee, FL 32399

Failure to timely request a hearing will be deemed a waiver of your right to a hearing. This letter will become final agency action 21 calendar days after you receive it. Mediation pursuant to Section 120.573, Florida Statutes, is not available as an alternative remedy.

ADDITIONAL ITEMS

At this time, transition services are not requested. Because the services are being terminated immediately, payment will be prorated for the month of April, and no invoices are to be submitted for any work after the termination date of April 11, 2014, 5:00 p.m. Please ensure that your subcontractors are paid for all work through the termination date.

Also, please return all state access badges to the contract or facility manager. Thank you in advance for your cooperation.



FLORIDA DEPARTMENT of

management SERVICES

We serve those who serve Florida

Office of the General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

Sent Via Email to: contracting@flbuildingmaintenance.com

April 11, 2014

Peggy Pham
Florida Building Maintenance
333 N. Falkenburg Road #A117
Tampa, FL 33619

RE: Contract No. DMS 12/13-040B – Notice of Default

Dear Ms. Pham:

Please find attached to this email the Notice of Default, effective today at 5:01 p.m., regarding the above-referenced contract. The original will be sent by certified mail.

We would appreciate your cooperation as we transition to a new vendor, effective immediately. As part of the transition, please ensure that your sub-contractors are paid through April 11, 2014. Since our Governor's Office recently received a complaint from a subcontract claiming not to have been paid by your company, we request that you supply copies of the subcontract lien waivers once all subcontractor payments have been paid. Also, please ensure that no invoices are submitted for work after the termination date.

In addition, as part of contract termination, all state security access badges held by your firm or employees will need to be returned to the contract or facility manager before any final payments are processed.

Thank you in advance for your cooperation.

Sincerely,

Matthew F. Minno, Esquire
Deputy General Counsel
(850) 922-6617

Cc: Dan Eberhart, DMS Contract Manager
Jim Zumbrunn, Contract Manager
Anthony Leo, FBM

**COMPLAINT TO VENDOR
(PUR 7017)**

DATE ISSUED TO VENDOR: 3/28/2014

TO:

Vendor Name: <u>Building Maintenance of America d/b/a Florida Building Maintenance</u>
Vendor Contact Name & Title: <u>Peggy Pham, Managing Director</u>
Address: <u>333 N. Falkenburg Rd., Tampa, FL</u>
Telephone: <u>813-600-3440</u>
Email: <u>ppham@fbmfl.com</u>

For agency use:

Agency: <u>Florida Department of Management Services</u>
Agency Contact Name & Title: <u>Dan Eberhart, Deputy Bureau Chief</u>
Address: <u>400 W. Robinson St., Suite S-537, Orlando, FL 32801</u>
Telephone: <u>407-999-5469</u>
Email: <u>Dan.Eberhart@dms.myflorida.com</u>

Purchase Order Number (if applicable): _____

Purchase Order Date (if applicable): _____

State Term Contract or State Purchasing Agreement (if applicable): DMS-12/13-040B

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.

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:

The contract requires the vendor to provide a performance guarantee in the form of a performance bond or irrevocable letter of credit within 30 days of contract execution. The agency extended the submission deadline to March 14, 2014, but the vendor has not submitted a valid performance guarantee.

The corrective action required is:

Submit a valid performance guarantee.

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 Purchase Order/Contract No.: DMS-12/13-040B.

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."