



February 24, 2011

Universal Home Health
Tony Smith
7820 E. Fletcher Ave
Tampa, FL 33687

Mr. Smith,

Based on our communication exchange in early December 2010, it was evident that you understood the importance of correcting problems we were experiencing with performance under the contract awarded to Universal Home Health (Bid/Contract # 11WCA016). Contract violations we discussed included non-compliance with the shipping terms in your bid response as well as not meeting the requirements of the purchase orders being issued. An additional issue we discussed was communicating closely with Williamson County as this is extremely important for a successful contractual relationship.

As you know, pursuant to the above Bid/Contract #11WCA016 Hygiene Products for Williamson County Jail, Williamson County contractually reserved the right to enforce the following in case of vendor's non-performance:

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Most recently, on February 7, 2011, you were informed by phone call that performance according to the terms of our agreement was still an unresolved issue. We discussed two purchase orders issued by Williamson County that had been submitted on January 20th and January 25th which were received at the Williamson County Jail two weeks late and incomplete. Per our conversation that day you informed me that you would consult with your trucking companies and communicate back to me. As of today, two weeks later, I have not received the agreed information from you and this issue is still unresolved.



WILLIAMSON COUNTY

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Williamson County has emphasized to you on several occasions that prompt and complete delivery of product under the terms of the awarded agreement is crucial to the jail environment. Under the terms and conditions outlined in the bid documents, Williamson County is hereby exercising its right to terminate the contract between Universal Home Health and Williamson County (Bid/Contract # 11WCA016) with such termination being effective immediately based on Universal Home Health's continued non-performance.

Thank you.

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

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