STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"

SCOPE OF SERVICES

TAMPA BAY SUNGUIDE CENTER VIDEO WALL AND VIDEO DISPLAY SYSTEMS MAINTENANCE AND SUPPORT

TABLE OF CONTENTS

1.0	INTRO	RODUCTION				
2.0	PROJECT OVERVIEW					
	2.1	BACKGROUND				
	2.2	PROJECT OBJECTIVES	2			
3.0	SERVICE REQUIREMENTS					
	3.1	SYSTEM MAINTENANCE AND SUPPORT	4			
	3.2	SYSTEM SUPPORT RESPONSE AND SYSTEM REPAIR REQUIREMENTS	5			
	3.3	DIAGNOSTICS AND TROUBLESHOOTING SERVICES	7			
	3.4	PREVENTATIVE AND ROUTINE MAINTENANCE	7			
	3.5	PARTS REPLACEMENT AND MATERIALS	8			
	3.6	MEETINGS AND PROGRESS REPORTING	9			
	3.7	DELIVERABLES	9			
		3.7.1 STAFFING PLAN	9			
		3.7.2 SCHEDULEOFROUTINEMAINTENANCE	10			
	3.8	SOFTWARE OWNERSHIP	10			
4.0	CONT	CONTRACTOR REQUIREMENTS				
	4.1	TECHNICIAN REQUIREMENTS	10			
5.0	THE C	PARTMENT REQUIREMENTS	11			
6.0	TERM	TERMS AND CONDITIONS				
	6.1	CONTRACT DURATION				
	6.2	METHOD OF COMPENSATION				
	6.3	FINANCIAL CONSFOLIENCES	11			

1.0 INTRODUCTION

Vendor shall support and maintain the following systems located within the Tampa Bay SunGuide Center (TBSG). See attachment I for a more detailed list of major components:

- Control Room Video Wall System (including liquid crystal display (LCD) Panels)
- Control Room Operator Consoles
- Control Room Other Video Control Equipment
- State Law Enforcement Dispatch LCD Panels
- Operations Support LCD Panels in rooms 101,109, 207, 210, 220, 222, 225
- Conference Rooms 105, 106 Projectors, Screens, and Other Video Control Equipment
- Emergency Operations Conference Room 230 Projector, Screen, two LCD Panels, and Other Video Control Equipment
- Server Room–RGB Matrix Switch, Cable television (TV) Systems, Digital Video Disc (DVD) / Audio Systems
- Audio Visual (A/V) Management Software System Integrity (Vendor must be certified to maintain Activu systems)
- Building Wide A/V Cabling, Network appliances, Media Converters, and controls

2.0 PROJECT OVERVIEW

2.1 BACKGROUND

The TBSG Center currently operates the District Seven Freeway Management System (FMS) using the Department's SunGuide central system software package developed by the Southwest Research Institute (SwRI). TBSG Center Operators use the SunGuide software to monitor traffic via Closed-Circuit Television (CCTV) and real-time detection.

Operators identify slow-downs, congestion, and incidents. Operators will use information from CCTV cameras and detectors to support incident management functions including incident verification, tracking, management and clearance. Operators will assign resources for incident clearance including Road Ranger freeway service patrol. Operators will provide traveler information via the statewide 511/advanced traveler information system, Dynamic Message Signs (DMS), and the internet. The TBSG center also shares real time CCTV video and information about incidents and congestion with the media.

The Department is continuing the FMS field device deployments throughout its operational area. The support provided under this contract is critical to the operational continuity of the TBSG Center and its support of the traveling public.

2

Attachment I

Tampa Bay SunGuide Center Video Wall and Video Display Systems

A/V Device	Make	Model	Room Number	Installed/Replaced
FHP Monitor #1	Sharp	PN-655U	119	1/1/2006
FHP Monitor #2	Sharp	PN-655U	119	1/1/2006
FHP Monitor #3	Sharp	PN-655U	119	1/1/2006
FHP Monitor #4	Sharp	PN-655U	119	1/1/2006
Lobby Monitor	Sharp	LC-42LE540U	101	2013?
Small Conference Projector	Epson	V11H476020	106	6/1/2016
Large Conference Projector	Epson	V11H476020	105	6/1/2016
Video Wall Cube #1	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #2	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #3	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #4	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #5	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #6	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #7	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #8	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #9	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #10	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #11	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #12	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #13	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #14	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #15	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #16	Mitsubishi	VS-67XLW20U	107	1/1/2006
Video Wall Cube #17	Mitsubishi	VS-67XLW50U	107	8/1/2014
Video Wall Cube #18	Mitsubishi	VS-67XLW50U	107	8/1/2014
Video Wall Cube #19	Mitsubishi	VS-67XLW50U	107	8/1/2014
Video Wall Cube #20	Mitsubishi	VS-67XLW50U	107	8/1/2014
Video Wall 42" TV#1	Sharp		107	1/1/2013
Video Wall 42" TV#2	Sharp		107	1/1/2013
Video Wall 42" TV#3	Sharp		107	1/1/2013
Video Wall 42" TV#4	Sharp		107	1/1/2013
Video Wall 42" TV#5	Sharp		107	1/1/2013
Video Wall 42" TV#6	Sharp		107	1/1/2013
Video Wall 42" TV#7	Sharp		107	1/1/2013
Video Wall 42" TV#8	Sharp		107	1/1/2013

Video Wall 42" TV#9	Sharp		107	1/1/2013
Video Wall 42" TV#10	Sharp		107	1/1/2013
RM 207 44" TV	Sharp	PN-455	207	8/1/2014
RM 210 44" TV	Sharp	PN-455	210	8/1/2014
RM 220 44" TV	Sharp	PN-455	220	8/1/2014
RM 222 44" TV	Sharp	PN-455	222	8/1/2014
RM 225 44" TV	Sharp	PN-455	225	8/1/2014
EOC Conf 44" TV#1	Sharp	PN-455	230	8/1/2014
EOC Conf 44" TV#2	Sharp	PN-455	230	8/1/2014
EOC Conf Projector	Epson	V11H476020	230	6/1/2016
Ceiling Speakers in			109	1/1/2006
Operations Floor				1,1,2000
Ceiling Speakers in FHP			109	1/1/2006
Area				
Ceiling Speakers in			RMs 207,	1/1/2006
Offices			210, 220,	
			222, 225	1/1/2000
Ceiling Speakers in			230	1/1/2006
EOC Conference Room			105	1/1/2006
Ceiling Speakers in Large Conference Room			105	1/1/2006
Ceiling Speakers in			106	1/1/2006
Small Conference Room			100	17172000
All AV Cabling &				1/1/2006
transmit/receive				., .,
interfaces				
DVD/VCR Combo Small	Panasonic	AG-VP320	106	1/1/2006
Conf Room				
DVD/VCR Combo Large	Panasonic	AG-VP320	105	1/1/2006
Conf Room		101/200		1/1/2000
DVD/VCR Combo EOC	Panasonic	AG-VP320	230	1/1/2006
Conf Room AM/FM Tuner #1	Tascam	TU 600	120	1/1/2006
		TU-690	128	1/1/2006
AM/FM Tuner #2	Tascam	TU-690	128	1/1/2006
AV Matrix Switch	Extron	MAV Plus 2424A	128	1/1/2006
IP Link Control	Extron	IPL T SFI244	128	1/1/2006
Processor #1	LXIIOII	11 L 1 01 12++	120	17172000
IP Link Control	Extron	IPL T SFI244	128	1/1/2006
Processor #2				
IP Link Control	Extron	IPL T SFI244	128	1/1/2006
Processor #3				
IP Link Control	Extron	IPL T SFI244	128	1/1/2006
Processor #4				

MultiChannel Amplifier #1	Biamp	MCA 8150	128	1/1/2006
MultiChannel Amplifier #2	Biamp	MCA 8150	128	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#1	ThinkLogical	Velocity-3	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#2	ThinkLogical	Velocity-3	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#3	ThinkLogical	Velocity-3	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#4	ThinkLogical	Velocity-3	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#5	ThinkLogical	VIS-30	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#6	ThinkLogical	VIS-30	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#7	ThinkLogical	VIS-30	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#8	ThinkLogical	VIS-30	Transmitter in 128, Receiver in Office	1/1/2006
DVI to Fiber Converter/Deconverter Pairs#9	ThinkLogical	VIS-30	Transmitter in 128, Receiver in Office	1/1/2006

2.2 PROJECT OBJECTIVES

The Vendor shall be required to meet the minimum requirements regarding:

- Project management
- Maintenance and Support
- Integration
- Scheduling
- Testing
- Quality Control

The Vendor shall demonstrate good project management practices while working on this project. These practices include communication with the Department and others as necessary, management of time and resources, and documentation.

The Department will provide contract administration, management services, technical reviews, as necessary, of all work associated with the project. The Department will provide job specific information and/or functions as outlined in this contract.

This project shall consist of maintenance and support of existing audio visual equipment, as well as furnishing, installing, and integrating replacement parts, system upgrades, and expansion.

3.0 SERVICE REQUIREMENTS

The Vendor shall maintain and support all video wall components and subsystems, audio visual computer equipment racks, audio visual displays, projection systems, flat panels, video processing and control equipment, audio switching and control equipment, tuners (such as: cable, TV, high definition television (HDTV), Amplified modulation/Frequency modulation (AM/FM) Weather, Satellite, etc.), Sympodiums, video conferencing equipment and A/V cabling throughout the TBSG Center.

The Vendor shall furnish, install, and integrate with the video wall system or other audio visual system as appropriate, including final updated system configuration documentation for the following: replacement parts, system upgrades and system expansion within the control room, server room in various offices, in conference rooms, in the Florida Highway Patrol areas, and in the Emergency Operations Center areas or other designated spaces as required by the Department.

These components will be procured by the Department and provided to the vendor under this contract. The Department reserves the right to furnish equipment at its discretion to the Vendor for installation, integration, and documentation by the Vendor.

The Vendor shall ensure a fully functional video wall system meeting the system support and repair requirements in Section 3.2 - System Support Response and System Repair Requirements.

3.1 SYSTEM MAINTENACE AND SUPPORT

The Vendor shall provide 24/7/365 on-call support to the TBSG Center, through a dedicated support phone number. The Department will identify the primary support contact(s) that can access the TBSG Center. The Department will allow secure remote access to the system for the Vendor. The Vendor will, in accordance with Section 3.2 respond and provide remote support and troubleshooting/fault diagnosis.

The Vendor shall support and maintain the TBSG Center Audio Visual system for the term of the contract. Updates, which include all changes, enhancements, problem fixes, and software upgrades; hardware upgrades, will be provided to the Department based on the contract performance requirements identified in Section 3.2 - System Support Response and Repair Requirements.

The Vendor shall provide support services based on the definitions identified in Section 3.2 - System Support Response and Repair Requirements, Table-1.

The Vendor shall provide all maintenance support that impact system operations between 9 p.m. and 12 a.m., Monday through Thursday or between 6 a.m. and 10 a.m. on Saturdays and Sundays. Weekend times may be negotiated based on planned events in the region that may increase traffic. The Vendor shall request permission from the Department five days in advance of the proposed maintenance activity. The Vendor shall limit any maintenance downtime to two hours.

Vendor shall provide a record of all maintenance and repairs within one working week/seven days of performance. System event records at a minimum shall include but not be limited to the following:

- Event Identification (ID) Number
- Device ID(s) effected
- Date and time of failure
- Description of failure or issue
- Report of failure source
- Technician responding
- Arrival time at device location
- Actions taken
- Date and time of resolution
- Replaced parts: type, model, serial and control number
- Identify replacement part as spare or new
- Identify if failed part is under warranty

- Action for replaced parts, i.e., in-house repair, return to factory, procure new
- General notes

The Vendor shall bear the cost of transporting the components both to and from the site, if required. Vendor shall be allowed to store components under the video wall, so long as they are not obstructing the walkway or causing a hazard. The Department shall reserve the sole right to determine defects in hardware and material within the maintenance period.

Defective hardware and other material shall be repaired, replaced, adjusted, and put back in working order and full operation within the established timeframes noted in Section 3.2 - System Support Response and System Repair Requirements.

If the Vendor is unable to make repairs in accordance with this scope and the Department must acquire help outside of this contract, the Vendor shall be responsible for any costs incurred.

3.2 SYSTEM SUPPORT RESPONSE AND SYSTEM REPAIR REQUIREMENTS

The Vendor shall provide phone and on-site support services based on the four levels of systems support severity identified in TABLE-1: If Department provided parts are required, that procurement time will not be included in Vendor repair time.

Table-1

SUPPORT SEVERITY	DESCRIPTION			
CRITICAL FAILURE	A failure of multiple video display subsystems or a single critical subsystem that prevents operation of the video display for either the Control Room video wall system, Florida Highway Patrol (FHP) LCD system, Emergency Operations Center (EOC) Conference Room Systems, or loss of audio or video control in more than one room.			
FAILURE	A single video or audio system component failure or a software failure that prevents operation of a single office system or a single FHP or EOC LCD panel, or a single conference room projector.			
DEFECT	A hardware or software issue that can be compensated for through manual operation and does not impact operation of the Control Room.			
UPDATE	An improvement to the audio visual system that will be scheduled with the Department's Contract Manager and executed in the approved downtime / maintenance window or as directed by the Department's Contract Manager.			
SUPPORT	INITIAL CALL	ON-SITE RESPONSE	MAXIMUM TIME TO	
SEVERITY	RESPONSE TIME ¹	TIME ¹	REPAIR ¹	
Critical				
Failure	1 hour	4 hours	12 hours	
Failure	1 hour	Up to 24 hours	48 hours	
Defect	2 hours	Up to 48 hours	72 hours	
Update	Next Business Day	72 hours*	120 hours	
¹ BASED ON DEPARTMENT'S INITIAL CONTACT *BASED ON APPROVED SCHEDULE BY DEPARTMENT'S CONTRACT MANAGER				

⁶

3.3 DIAGNOSTICS AND TROUBLESHOOTING SERVICES

Diagnostic and troubleshooting services are required for use when certain equipment is inoperable and on-site troubleshooting service is needed to identify the problem and, if possible, perform minor repairs to fix the problem while at the TBSG Center. This service shall be considered incidental and be included in the contractors monthly support cost.

Certain equipment may require power to be recycled in order to resume normal operation. If the Vendor detects a device that frequently requires an on/off/on power cycle or a software systems reboot in order to maintain operation, it shall be the responsibility of the Vendor to make a recommendation to the Department of the proper corrective action needed after contacting the equipment manufacturer to troubleshoot the issue. It is the responsibility of the vendor to service equipment and repair system components to a 100% functional status.

The Vendor, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, warranty covered failures, electrical and/or mechanical components, hardware or software failures, etc. The diagnostic results shall define the type of repair needed to restore the device(s) to 100% functional status. If the diagnosis indicates the need for parts replacement, the Vendor shall proceed per Section 3.5 Parts Replacement and Materials.

3.4 PREVENTATIVE AND ROUTINE MAINTENANCE

The Vendor shall perform all preventative and routine maintenance services within the periodic intervals as recommended and specified by the equipment manufacturer, the Department, and based on the equipment's operating condition over the term of the contract, as deemed appropriate by the Department. The Vendor, in cooperation with the Department's Contract Manager, shall provide a detailed preventative and routine maintenance checklist with a timetable for each component of the system, e.g. Video Wall Cubes, LCD Panels, Controllers, etc. Documentation of the services performed shall be provided upon completion.

Preventative and Routine maintenance services shall include, but not be limited to the following:

- Dust removal from all equipment, cabinets, and enclosures
- Cleaning of video wall cubes
- Video wall alignment
- Video wall color calibration/LED calibration
- Flat Panel Burn-in Removal
- Equipment filter replacement
- Inspection of all fans inside equipment
- Inspection of all video switches for proper operation

- Inspection of all wiring for indication of decay, and/or inflicted damage
- Inspection of all operator consoles for proper operation
- Inspection of audio visual equipment in each room for proper operation
- Physical inspection of all connectors and cable assemblies to verify connections, correct as needed

Major deficiencies discovered as a result of preventative and routine maintenance services shall be reported to the Department Contract Manager immediately via e-mail and shall be handled as defined in Section 3.5 Parts Replacement and Materials of this scope of services.

Phone calls are acceptable if the deficiency would constitute a critical failure or failure support request as defined by the table in Section 3.2 – System Support Response and Repair System Requirements.

3.5 PARTS REPLACEMENT AND MATERIALS

Major repairs, parts replacement, or expansion of the audio visual system shall consist of, but not be limited to, the repair or replacement of damaged or malfunctioning equipment in order to maintain the system operation and functionality or to increase the system performance and functionality for Intelligent Traffic System (ITS) operations. It is the responsibility of the Vendor to ensure the Department that no warranties are voided at any point during this Contract due to Vendor neglect. Incidentals shall be included as part of the monthly fee paid to the Vendor and shall not bill separately. Incidentals include wire, clamps or any easily breakable part of a small dollar value.

If major part replacements are needed, the Vendor shall provide an itemized breakdown with the following information with only one device type per line.

- Quantity of devices
- Model number of device
- Description and type of device
- Line item total
- Grand total

The Department currently uses Mitsubishi 67" Digital Light Processing Light-emitting diode (DLP LED) rear projection cubes for the video wall. Mitsubishi does not sell directly to customers so a separate purchase order will be issued as needed for consumable parts. The Vendor shall provide new in box Original Equipment Manufacturer (OEM) parts to the Department.

The Department will procure parts at the vendor's request. The Vendor may be required to provide at least two registered vendors who can supply the needed part. Upon completion of the major repair or part replacement, the Vendor shall perform diagnostic testing to ensure the System is fully operational and functional. The results of the tests shall be reported to the Department's Contract Manager immediately. The work shall be subject to inspection by the Department's Contract Manager or designee. Work that is determined to be of poor quality or a quality less than the original installation shall be re-performed by the Vendor at no cost to the Department. Final payment for each invoice shall not be rendered by the Department until all conditions of this Contract have been met.

Repairs that require the expertise and/or specialized equipment of the manufacturer shall be considered OEM repairs. OEM repairs are those specialized repairs that cannot be made by the Vendor and must be made by a manufacturer or vendor of the equipment/component. On an as needed basis, the Vendor shall notify the Department's Contract Manager of manufacturer repairs necessary for the continued efficient operation of the System.

The Department's Contract Manager will review the proposed manufacturer repair(s) and approval shall be required in order to proceed with the repair.

3.6 MEETINGS AND PROGRESS REPORTING

Following each Preventative Maintenance (PM) the Vendor will go over any findings with the Department's IT representative. Within one business week Vendor will submit paperwork as required in Section 3.1 System Maintenance and Support.

The Vendor shall be responsible for reporting all work completed under this contract immediately by email to the Department's Contract Manager and the Department's IT representative.

3.7 DELIVERABLES

3.7.1 STAFFING PLAN

The Vendor shall provide a staffing plan that identifies the initial staff that will work on the project. The Vendor must identify the staff members that will work on the support and maintenance portion of TBSG Center Audio Visual Support project and identify the staff member(s) that will be providing project management activities. As part of the staffing plan, the Vendor will develop a responsibility matrix that identifies tasks to be performed and the responsible party for performing the task. The staffing plan shall be delivered to the Department within 15 business days from purchase order being issued.

The Department will review the staffing plan within three business days of receipt and provide any comments to the Vendor. The Vendor will have two business days to address any comments and provide a final staffing plan. After the approval of the staffing plan, the Vendor may request to add or remove staff from the staffing plan with the Department's approval. The Department reserves the right to accept or reject any proposed staff by the Vendor.

It shall be the Vendor's responsibility to notify the Department of any changes to staffing and provide a new staffing plan for Department review within five business days.

3.7.2 SCHEDULE OF ROUTINE MAINTENANCE

Vendor will perform two routine maintenances per year; which will be scheduled in advance with the Department.

3.8 SOFTWARE OWNERSHIP

The Department shall have full license rights of any computer software programs created under this Contract. The Vendor will have no rights of ownership for any property created and paid for by the Department under this contract.

4.0 CONTRACTOR REQUIREMENTS

The selected Vendor shall meet the following minimum requirements and will be required to provide proof of experience:

- Vendor shall be an audio, visual and control systems integrator, normally engaged in the full time business of audio, visual and control systems installation.
- Vendor shall maintain factory trained and certified technicians for Mitsubishi systems and in good standing as certified technicians by means of current training certificates for all staff working on the Video Wall.
- 3. Vendor shall have supported a minimum of four similar systems, two of which must be in the State of Florida.
- 4. Vendor shall provide proof of a minimum of five years' experience in large scale video projection, video scaling systems and control systems
- 5. Vendor shall assign a Project Manager to the project that has at a minimum of three years project management experience with audio visual systems requiring 24/7/365 functionality.
- Vendor shall be certified to maintain operation of Activu software and systems.

4.1 TECHNICIAN REQUIREMENTS

The Vendor shall provide the Department with the names and certifications of all technicians working at the job site to the Department for approval. The

Department reserves the right to ban any technician from the project at any time for any reason.

In the event that a technician is removed from the contract either by the Vendor or by the Department, the Vendor shall submit resumes for new technicians within 10 business days.

The Vendor shall assign a lead technician for the duration of this project. The lead technician must have a minimum four years of experience supporting a 24/7/365 audio visual system with a DLP LED rear projection video wall display.

The Vendor at all times during the term of this contract shall have two Mitsubishi DLP Display Technicians on staff and able to meet the performance requirements identified in Section 3.2 - System Support Response and System Repair Requirements.

5.0 THE DEPARTMENT REQUIREMENTS

The Department will provide access to the following:

- 1. Access to Rooms and Locations at agreed times to allow technician to perform work.
- 2. Documentation, including one-line diagrams and configuration information, for all aspects of the installed systems.
- 3. Source code and programs, as allowed and appropriate, for any processing and switching equipment.
- 4. Facilitate a walk through on or before the start of contract to identify any pre-existing issues that will be handled separately from this agreement.

6.0 TERMS AND CONDITIONS

6.1 CONTRACT DURATION

The term of the contract shall be upon issuance of the purchase order and in effect for two years.

6.2 METHOD OF COMPENSATION

For the satisfactory delivery and acceptance of these goods and services, the Vendor shall be paid up to a Maximum Amount of \$ 101,535.09. The Vendor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made at the unit rates specified on the Purchase Order, as approved by the Department.

6.3 FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes.

Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract nonperformance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.