

DEFINITIONS

ACQ-2016-0520-RFP

The following terms as used throughout this RFP shall have the meanings set forth below.

Acceptance - Each written notice from AOC to Vendor that a Product, System and/or Services purchased by AOC for the Project has (a) passed its Acceptance Testing in accordance with the Acceptance criteria, or (b) where there are no Acceptance criteria, when it otherwise meets the applicable Requirements.

Acceptance Testing - Test conducted to determine whether the requirements of a specification or contract are met.

Agreement. See **Contract**.

AOC - Washington State Administrative Office of the Courts, a state agency pursuant to [chapter 2.68 RCW](#).

ASV - Apparent Successful Vendor - Vendor selected at the end of the evaluation process and invited to enter into contract negotiations with AOC.

Authorized User - Any person who has been given permission by AOC to access some portion of the INH EDE Data Validation solution, Hardware, Software, Data, or documents using role-based security.

Best and Final Offer or **BAFO** - Revised Cost Proposal as requested by AOC from top ranked Vendors following Demonstrations and as submitted by Vendor(s) for consideration by AOC prior to contract award.

Business Days - Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

Confidential Information - Information that is exempt from disclosure to the public or other unauthorized persons under General Court Rules 31 and 31.1 (GR 31 and GR 31.1), other court rules, or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver's license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

Contract - Draft contractual document providing the terms and conditions which will be used to begin negotiations with the Apparent Successful Vendor. Once negotiations are completed, it shall reference the fully executed contractual binding document including all schedules and exhibits, Statements of Work, and all amendments. This term shall also refer to any derivative agreement entered into with AOC for the purpose of software licensing, source code escrow, and/or support services. Also shall reference Agreement.

COTS - Commercial-off-the-shelf software product.

Data - Records, files, forms, and other documents generated as a result of or in relation to any court case.

Days or days - Calendar days unless otherwise indicated in the Contract as Business Days.

Defect - (a) The difference between a computed, observed measured value or condition and the true, specified, or theoretically correct value or condition, (b) An incorrect step, process or data definition, or (c) An incorrect result. Also referred to as failure, problem, or error.

Defect Log - Compiled list of defects discovered during testing.

Deliverables - Vendor's Products, including plans, documents, designs, components or milestones which are prepared for AOC (either independently or in concert with AOC or third parties) during the course of Vendor's performance under the executed Contract, including without limitation Deliverables which are described in the Scope of Work.

Delivery Date - As applicable under any executed Contract, the date for consideration of Acceptance by AOC of the applicable Product, System, subsystem or Deliverable.

Effective Date - First date the Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract, whichever is later.

Escrow Material - Machine-readable form of the source code and executable code of the licensed Software, existing design documentation and user documentation, including all enhancements, upgrades, and modifications, all relevant commentary, explanations, and other documentation, as well as instructions to compile such source codes.

Final Acceptance - Event when WA AOC has given Acceptance for all Program documents, drawings, Software, Hardware, interface, Data, manuals, Services and other Deliverables, including but not limited to the SC-CMS and services.

Guaranteed Date - Date by which a Milestone must be achieved.

Hardware - Physical components of the INH EDE Data Validation solution, including, but not limited to, hubs, servers, computers, and other similar devices.

Implementation - Process for making the INH EDE Data Validation solution and related services fully operational under the program.

Infrastructure - Telecommunications and network equipment and Software for transmitting information and data for the services.

Installation Date - Date by which a specified Deliverable or Service, under the executed Contract, shall be in place, working in accordance with applicable Specifications, shall have received its Confirmation, and shall be ready for Acceptance Testing.

Intellectual Property - Copyrights, trademarks, patents, trade secrets, and any other form of proprietary rights, including without limitation, rights to information sources, data sources, databases, products, Software, inventions, training manuals, System design, or other proprietary information in any form or medium.

ISD - Administrative Office of the Courts' Information Services Division.

JIS - Administrative Office of the Court's Judicial Information System.

JISC - Judicial Information System Committee as established by the Supreme Court to direct the operation of the Judicial Information System to serve the courts of the State of Washington.

License - Rights granted by Vendor to AOC to use the Software that is supplied by Vendor under an executed Contract resulting from this RFP.

Liquidated Damages - Reasonable and foreseeable damages that are intended to compensate AOC for harms caused by Vendor in certain circumstances.

Maintenance - Services that will be performed by Vendor following Acceptance of each part of the System that is put into Production.

Major Subcontractor - Subcontractor providing Services worth 20% or more of Vendor's Proposal as submitted in response to the RFP and any awarded Contract.

Mandatory or **(M)** - Vendor must comply with the requirement, and the response will be evaluated on a pass/fail basis.

Mandatory Scored or **(MS)** - Vendor must comply with the requirement, and the response will be scored.

Price(s) - Charges, costs, rates, and/or fees Vendor offers AOC for the Products and Services under any potential Contract. All Prices shall be paid in United States dollars.

Product(s) - Equipment supplied by Vendor under the Contract, including but not limited to, any Hardware, Software, material, devices, and documentation.

Proposal - Written offer to perform a contract to provide goods or services to the state in response to an RFP or other acquisition process.

Proprietary Information - Information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

RCW - Revised Code of Washington.

Regression Testing - Test consisting of rerunning previously run test cases that have passed system testing before defects were uncovered. Once a defect is declared fixed by development, all test cases that have passed, including the test case that uncovered the bug will be rerun to verify and validate that the feature(s) under test still work per specification and that the defect has indeed been repaired.

Request for Proposals or **RFP** - Request for Proposals used as a solicitation document for procurement of the INH EDE Data Validation solution and to establish a Contract with a Vendor to provide the required System and Services.

Requirements - System and Services to be provided under any executed Contract with the awarded Vendor.

RFP Coordinator - Person designated by AOC to act as the procurement officer for this RFP.

SCOMIS (pronounced sko-miss) - Superior Court Management Information System, which is the legacy system the Washington courts use to manage and report superior court cases.

Service(s) - Services provided by Vendor under the Contract as defined in the Scope of Work.

Severity Level 1 Error - Critical Defect or error. A system will not run or fails to meet base functions. Testing cannot continue. The INH EDE Data Validation solution cannot go live with an error of this type.

Severity Level 2 Error - Major Defect or error. A system will operate, but some components provide incorrect results or fail. Testing can continue. The INH EDE Data Validation solution cannot go live with an error of this type.

Severity Level 3 Error - Minor Defect or error. A system will operate, but some components demonstrate performance issues, load time delay, functional flow errors, inactive features, and so forth. Testing can continue.

Severity Level 4 Error - Cosmetic Defect or error that does not affect any area of functionality (e.g., spelling, hints, appearance or format, etc.). Testing can continue.

Software - Computer instructions, including but not limited to, programs, routines, functions, libraries, and databases, supplied, procured or developed by Vendor in connection with the performance of the Work, including but not limited to the Software; however, Software shall not include embedded code, firmware, internal code, micro code, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment, which is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all Maintenance updates and error corrections that are provided to AOC under the Contract.

Software License - Rights granted to AOC to use the Software that is the subject of the awarded Contract.

Specifications - Technical and other provisions and requirements for the prescribed Work as set forth in the RFP, as may be modified by the Contract and any Amendments, and any additional provisions set forth Vendor's Product documentations, whether or not Vendor produces such documentation before or after the Effective Date.

State - State of Washington.

Subcontractor - Person, partnership, company, or other organization which is not in the employment of or owned by Vendor, that is providing all or part of Vendor's responsibilities as identified under a Vendor's Proposal to this RFP or any awarded Contract, pursuant to a separate contract entered into by and between the Subcontractor and of Vendor. The term Subcontractor means subcontractor(s) of any tier.

System Level Test - Compatibility, performance, usability, and functionality testing of an entire application or subsystem. This testing is done by a tester prior to user acceptance testing.

UCC - Uniform Commercial Code as set forth in Title 62A RCW.

Unit Testing - Testing of individual hardware or software units or groups of related units conducted on the System and Services by Vendor after they are commissioned to ensure and verify System and Service reliability, accuracy, and performance in accordance with all applicable Specifications.

Vendor - As the context requires, Vendor; its employees and agents; any firm, provider, organization, individual, or other entity performing the business activities under this RFP; and any subcontractor retained by Vendor as permitted under the terms of this RFP.

Vendor Qualifications - Required credentials as stipulated for review by the Request for Proposals.

Work - All of the Work required to be furnished and provided by Vendor under the Contract Documents, including all administrative, design, engineering, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, Maintenance documentation, and other duties and services to be furnished and provided by Vendor as required by the Contract Documents. This also includes all efforts necessary or appropriate to achieve Final Acceptance for each Program element, Deliverable, or Milestone and to maintain the System in accordance with the standards set forth in the Contract Documents, except for those efforts, that such Contract Documents expressly specify will be performed by persons other than Vendor-related entities.

Work Plan - shall mean the overall plan of activities for the Project, the Schedule and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the project, as submitted in Vendor Proposal. and as updated in accordance with Section 7.2 of RFP Exhibit B. The Work Plan shall be incorporated into the Contract of the ASV and each revised Work Plan shall be a Deliverable and incorporated into the Contract executed with the ASV through mutually accepted Contract amendment.

Work Product - shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.