

DEFINITIONS**ACQ-2012-0401-RFP**

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

“**Acceptance**” shall mean 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**” shall mean the test conducted to determine whether the requirements of a specification or contract are met.

“**Agreement.**” See “**Contract.**”

“**AOC**” shall mean the Washington State Administrative Office of the Courts, a state agency pursuant to [Chapter 2.68 RCW](#).

“**Apparent Successful Vendor**” shall mean Vendor selected at the end of the evaluation process and invited to enter into contract negotiations with AOC.

“**Authorized User**” shall mean any person who has been given permission by AOC to access some portion of the SC-CMS, Hardware, Software, Data, or documents using role-based security.

“**Best and Final Offer**” or “**BAFO**” shall mean revised Cost Proposal as requested by AOC from top ranked Vendors following Client On-Site Visits and as submitted by Vendor(s) for consideration by AOC prior to contract award.

“**Business Days**” shall mean 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**” shall mean information that is exempt from disclosure to the public or other unauthorized persons under [Chapter 42.17 RCW](#), [Chapter 42.56 RCW](#), 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**” shall mean the 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**” shall mean commercial-off-the-shelf software product.

“**Data**” shall mean records, files, forms, and other documents generated as a result of or in relation to any court case.

“**Days**” or “**days**” shall mean calendar days unless otherwise indicated in the Contract as Business Days.

“**Defect**” shall mean (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**” shall mean a compiled list of defects discovered during testing.

“**Deliverables**” shall mean 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**” shall mean, as applicable under any executed Contract, the date for consideration of Acceptance by AOC of the applicable Product, System, subsystem or Deliverable.

“**Effective Date**” shall mean the 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 Agreement**” shall mean an agreement entered into by Vendor, an Escrow Agent, and AOC, for the establishment of a repository for the source code Escrow Material. AOC shall be the sole beneficiary of all escrow account deposits made in compliance to this agreement.

“**Escrow Material**” shall mean 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**” shall mean the 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**” shall mean the date by which a Milestone must be achieved.

“**Hardware**” shall mean the physical components of the SC-CMS, including, but not limited to, routers, hubs, servers, computers, telecommunications, printers, office equipment, and other similar devices need for the operation of the SC-CMS.

“**Implementation**” shall mean the process for making the System and Services fully operational under the program.

"**Infrastructure**" shall mean the telecommunications and network equipment and Software for transmitting information and data for the system.

“**Installation Date**” shall mean the 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.

“**Integrated Functional System Test**” shall mean the testing designed to test all features working together. This includes the application, the interfaces, and the work flow processes based on the design/functional specification(s).

“**Intellectual Property**” shall mean the 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**” shall mean the Administrative Office of the Courts’ Information Services Division.

“**JIS**” shall mean the Administrative Office of the Court’s Judicial Information System.

“**JISC**” shall mean 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**” shall mean the 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**” shall mean reasonable and foreseeable damages that are intended to compensate AOC for harms caused by Vendor in certain circumstances.

“**Maintenance**” shall mean Services that will be performed by Vendor following Acceptance of each part of the System that is put into Production.

“**Major Subcontractor**” shall mean a 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)**” shall mean Vendor must comply with the requirement, and the response will be evaluated on a pass/fail basis.

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

“**Price(s)**” shall mean 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)**” shall mean all equipment supplied by Vendor under the Contract, including but not limited to, any Hardware, Software, material, devices, and documentation.

“**Proposal**” shall mean a 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**” shall mean 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**” shall mean the Revised Code of Washington.

“**Regression Testing**” shall mean the 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**” shall mean the Request for Proposals used as a solicitation document for procurement of AOC’s SC-CMS and to establish a Contract with a Vendor to provide the required System and Services.

“**Requirements**” shall mean the System and Services to be provided under any executed Contract with the awarded Vendor.

“**RFP Coordinator**” shall mean the person designated by AOC to act as the procurement officer for this RFP.

“**SC-CMS**” shall mean Superior Court-Case Management System project.

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

“**Service(s)**” shall mean those Services provided by Vendor under the Contract as defined in the Scope of Work.

“**Severity Level 1 Error**” shall mean a Critical Defect or error. A system will not run or fails to meet base functions. Testing cannot continue. The SC-CMS cannot go live with an error of this type.

“**Severity Level 2 Error**” shall mean a Major Defect or error. A system will operate, but some components provide incorrect results or fail. Testing can continue. The SC-CMS cannot go live with an error of this type.

“**Severity Level 3 Error**” shall mean a 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**” shall mean a Cosmetic Defect or error that does not affect any area of functionality (e.g., spelling, hints, appearance or format, etc.). Testing can continue.

“**Software**” shall mean 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**” shall mean the rights granted to AOC to use the Software that is the subject of the awarded Contract.

“**Specifications**” shall mean the 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**” shall mean the State of Washington.

“**Subcontractor**” shall mean a 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**” shall mean the 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**” shall mean the Uniform Commercial Code as set forth in Title 62A RCW.

“**Unit Testing**” shall mean the 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**” shall mean, 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**” shall mean the required credentials as stipulated for review by the Request for Proposals.

“**Work**” shall mean 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.