

DEFINITIONS

ACQ-2013-0129-RFP

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

“**Acceptance**” shall mean written notice from AOC to the Vendor that a Product, System and/or Service(s) purchased from the Vendor by AOC for the AC-ECMS Project has (a) passed its Acceptance Testing in accordance with the Acceptance Testing Plan, or (b) otherwise meets the applicable Requirements where there is no Acceptance Test Plan.

“**Acceptance Testing**” shall mean the testing of the Systems and Services required under this RFP to ascertain that the Systems and Services meet the Requirements of the scope of work and the performance measures set forth within the RFP.

“**AC-ECMS**” shall mean the Appellate Court Enterprise Content Management System.

“**ACORDS**” shall mean the current AOC application system used by the Appellate Courts for managing Appellate Court case data. It is an acronym that stands for the Appellate Court Record and Data System.

“**Agreement**” See “**Contract.**”

“**Amendment**” shall mean an AOC issued revision to the Request for Proposal (RFP).

“**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 the Vendor selected at the end of the evaluation process who is invited to enter into Contract negotiations with the AOC.

“**Appellate Court**” shall mean Washington State Appellate Courts, which include the Supreme Court, and the Court of Appeals Division I (Seattle), the Court of Appeals Division II (Tacoma) and the Court of Appeals Division III (Spokane).

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

“**Best-and-Final Offer**” (**BAFO**) shall mean a revised Cost Proposal as requested by the AOC, submitted by top ranked Vendor(s) for consideration by the AOC, prior to Contract award.

“**Business Days or Business Hours**” 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.

“**Business Rules**” shall mean the set of AOC approved policies and procedures that dictate and detail how the AC-ECMS shall respond to various operating situations that occur during or are related to the enterprise content management process.

“**Calendar Days**” shall mean days reckoned from midnight to midnight.

“**COA**” shall mean the Court of Appeals, which includes Division I (Seattle), Division II (Tacoma), and Division III (Spokane).

“**Confidential Information**” shall mean information that is exempt from disclosure to the public or other unauthorized persons under either [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 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.

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

“**Deficiency**” shall mean a failure to perform in accordance with the applicable Scope of Work and performance measures as required under the executed Contract. Also referred to as “failure,” “problem,” “defect,” or “error.”

“**Deficiency Log**” shall mean a list of deficiencies, failures or faults in the System or associated Services as provided under the executed Contract, that are discovered during testing by the Vendor’s quality management program or through AOC oversight observations and that shall be corrected.

“**Deliverables**” shall mean the Vendor’s Products, including plans, documents, designs, components or Milestones which are prepared for the AOC (either independently or in concert with the AOC or third parties) during the course of the Vendor’s performance under the executed Contract, including without limitation, the Deliverables which are described in the Scope of Work.

“**Delivery Date**” shall mean, as applicable under any executed Contract, the date by which the applicable Product, System, subsystem or Deliverable must be delivered.

“**Desirable**” or “**(D)**” shall mean that the Requirement is important but not mandatory. The response will be scored.

“**Desirable Scored**” or “**(DS)**” shall mean that the Requirement is important but not mandatory. The response will be scored.

“**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.

“**Enhancements**” shall mean all updates, upgrades, additions, and changes to, and future releases for the Software in whole or in part, including without limitation: (1) updated versions of the Software to operate on upgraded versions of firmware or upgraded versions of Hardware; and (2) updated versions of the Software that encompass improvements, extensions, Maintenance updates, Deficiency corrections, modifications, or other changes that are logical improvements or extensions of the Software supplied to the AOC. In addition, Enhancements will also include changes to the Software pursuant to any AOC authorized change orders.

“**Escrow Agreement**” shall mean an agreement entered into by Vendor, AOC, and the Escrow Agent, for the establishment of a repository for Escrow Material.

“**Escrow Material**” means Software source codes and System Design Documentation, including all Enhancements and modifications, all relevant commentary, explanations, and other documentation, as well as instructions to compile such source codes.

“**Final Acceptance**” shall mean the AOC has given Acceptance for all documents, drawings, Software, Hardware, interfaces, Data, manuals, Services and other Deliverables, as identified for the AC-ECMS project.

“**Guaranteed Date**” shall mean the date by which a Milestone must be achieved.

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

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

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

“**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.

“**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 materials, System design, or other proprietary information in any form or medium.

“**ISD**” shall mean Information Services Division of the Administrative Office of the Courts.

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

“**JISC**” shall mean Administrative Office of the Court’s Judicial Information System Committee as established by the Washington State 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 the Vendor to the AOC to use the Software that is supplied by the Vendor under an executed Contract resulting from this RFP.

“**Liquidated Damages**” shall mean reasonable and foreseeable damages which are intended to compensate the AOC for harm caused by the Vendor in certain circumstances.

“**Maintenance**” shall mean Services which will be performed by the 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 the Vendor’s Proposal as submitted in response to the RFP and any awarded Contract.

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

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

“**Milestone**” shall mean completion of a set of Work for which AOC approval is required in order to receive payment.

“**Must**” means something that is an obligation and that is essential and necessary. It is synonymous with “Shall”.

“**Personal Services**” or “**Services**” as defined by [RCW 39.29](#) to mean professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement. Personal Services shall include those services specified in the Office of Financial Management’s State Administrative & Accounting Manual (SAAM), Chapter 15, located at <http://www.ofm.wa.gov/policy/15.htm>.

“**Price(s)**” shall mean charges, costs, rates, and/or fees the Vendor provides the 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 the Vendor under the Contract, including but not limited to, 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 the Vendor to which the 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.

“**Purchaser**” shall mean the AOC.

“**RCW**” shall mean the Revised Code of Washington.

“**Regulatory Approval**” shall mean all local, regional, State and Federal agreements, studies, findings, permits, approvals, certifications, licenses, and other authorizations required to be obtained or completed under applicable laws and regulations prior to undertaking any particular activity contemplated by this Contract.

“**Request for Proposals**” or “**RFP**” shall mean the Request for Proposals used as a solicitation document for procurement of the AOC’s AC-ECMS 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 the AOC to act as the procurement officer for this RFP.

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

“**Severity Level**” shall mean an AOC classification of defects, which are classified as Severity Level 1 (critical), Severity Level 2 (Major), Severity Level 3 (Minor) or Severity Level 4 (cosmetic).

“**Shall**” is synonymous with “**Must**”.

“**Should**” means something that ought to happen or be done.

“**Software**” shall mean computer instructions, including but not limited to, programs, routines, functions, libraries, and databases, supplied, procured or developed by the 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.

“**Software System Documentation**” shall mean the organized collection of documents that describe the requirements, capabilities, limitations, design, operation, and Maintenance of a computer program, operating system, or Hardware device. Software System Documentation includes, but is not limited to, data dictionary, System flow charts, and program documentation that describe the inputs, processing and outputs, query, update, and report program in the Software System.

“**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 the Vendor’s Product documentations, whether or not the Vendor produces such documentation before or after the Effective Date.

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

“**Statement of Work**” (**SOW**) shall mean the Statement of Work included in, or attached to, the resulting Contract between the Vendor and the AOC for the Vendor’s contracted services to provide a COTS AC-ECMS.

“**Subcontractor**” shall mean a person, partnership, company, or other organization which is not in the employment of or owned by the Vendor, that is providing all or part of the 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 the Vendor. The term “Subcontractor” means subcontractor(s) of any tier.

“**System**” shall mean the fully functional AOC AC-ECMS installed by the Vendor as required under any awarded Contract, including but not limited to, the complete collection of all Software, integrated and functioning together with the Data in accordance with the Scope of Work, using the Infrastructure and on the Hardware designated for the AC-ECMS.

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

“**Unauthorized Code**” shall mean any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions.

“**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 the Vendor as permitted under the terms of this RFP.

“**Vendor Account Manager**” shall mean a representative of the Vendor who is assigned as the primary contact person whom the Purchaser contract manager shall work with for the duration of the awarded Contract and as further defined in the section titled Vendor Account Manager.

“**Vendor Contracting Officer**” shall mean the representative to whom the Vendor’s signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFP, an authorized representative of the Vendor Contracting Officer acting within the limits of his/her authority.

“**Vendor Executive Director**” shall mean the person who holds responsibility for executive management decisions for the Vendor. This position will not work on the day-

to-day operations of the AC-ECMS, but will represent the Vendor's corporate leadership with respect to AOC AC-ECMS Project.

“Vendor Intellectual Property” means Intellectual Property owned by, licensed to, or otherwise under the control of the Vendor. Vendor Intellectual Property that is incorporated, in whole or in part, into Government Funded Developments shall remain Vendor Intellectual Property and such incorporation shall not alter or reduce Vendor's rights in the Vendor Intellectual Property.

“Vendor Qualifications” shall mean the required credentials as stipulated for review by the Request for Proposals.

“Washington State Holiday(s)” shall mean any day(s) designated as a holiday under RCW 1.16.050.

“Work” shall mean all of the Work required to be furnished and provided by the 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, including 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 which such Contract Documents expressly specify will be performed by persons other than the Vendor-related entities.