EXHIBIT A – DEFINITIONS

1. Acceptance has the meaning set forth in Section 9 of the Contract.

2. Amendment means a change to one or more terms of the Contract to be memorialized in writing and signed by both parties.

3. Agency or DRS means the Washington State Department of Retirement Systems (DRS), any division, section, unit or other entity of DRS, or any of the officers or other officials lawfully representing that Agency.

4. Apparent Successful Bidder (ASB) means the Bidder selected as the entity to perform the anticipated services, subject to completion of negotiations and execution of a written Contract.

5. Bidder means any respondent to the RFP, and as the context requires, any firm, provider, organization, individual, personnel or other entity, and its employees, agents and Subcontractors.

6. Bidder Contracting Officer means the Bidder’s officer with signature authority, or the person to whom signature authority has been delegated in writing to legally bind Bidder to a contractual relationship.

7. Bidder RFP Coordinator means the person designated by the Bidder as the primary contact for communication throughout the procurement process.

8. Bidder’s Proposal means a formal written offer by any Bidder in response to the RFP.

9. Breach has the meaning set forth in Section 8.3 of the Contract.

10. Business Day(s) means Monday through Friday, 8:00 am to 5:00 pm, Pacific Time, except for Holidays observed by DRS.

11. Bug means a defect in the Solution, identified in testing, which is tracked in Team Foundation Server for resolution.

   (a) Level 1 Bug means any Level 1 Incident that results from or is caused by a Defect that has a Critical Impact as described in Attachment 4 of the Contract.

   (b) Level 2 Bug means any Level 2 Incident that results from or is caused by a Defect that has a High Impact as described in Attachment 4 of the Contract.

   (c) Level 3 Bug means any Level 3 Incident that results from or is caused by a Defect that has a Medium Impact as described in Attachment 4 of the Contract.

   (d) Level 4 Bug means any Level 4 Incident that results from or is caused by Defect that has a Low Impact as described in Attachment 4 of this Contract.

12. Calendar Day means a day reckoned from midnight to midnight.
13. **Change Order** has the meaning set forth in Section 5.1.3 of the Contract.

14. **Change Request** has the meaning set forth in Section 5.1.3 of the Contract.

15. **Completion** has the meaning set forth in Section 11.1 of the Contract.

16. **Confidential Information** has the meaning set forth in Section 13.1.1 of the Contract.

17. **Contract** means the Contract for Services between DRS and Contractor, including all attachments, exhibits, addenda, amendments, work orders and change orders.

18. **Contractor Coordinator** means Project Manager as set forth in Section 4.1.3 of the Contract.

19. **Contract Effective Date** means the date the Contract is fully executed by all parties, as set forth in Section 1 of the Contract.

20. **Corrective Action Plan** has the meaning set forth in Attachment 4, Section 3 of the Contract.

21. **Defect** means a non-conformance of the Solution to operate in accordance with the Documentation, or the Solution to operate in accordance with the Technical Requirements and Security Requirements in the Contract.

   (a) **Level 1 Defect** means any Level 1 Incident that results from or is caused by a Defect that has a Critical Impact as described in Attachment 4 of the Contract.

   (b) **Level 2 Defect** means any Level 2 Incident that results from or is caused by a Defect that has a High Impact as described in Attachment 4 of the Contract.

   (c) **Level 3 Defect** means any Level 3 Incident that results from or is caused by a Defect that has a Medium Impact as described in Attachment 4 of the Contract.

   (d) **Level 4 Defect** means any Level 4 Incident that results from or is caused by a Defect that has a Low impact as described in Attachment 4 of the Contract.

22. **Deliverable(s)** has the meaning set forth in Section 14.2.2 of the Contract.

23. **Deployment** has the meaning set forth in Section 3.5 of Exhibit B - Scope of Services.

24. **DRS Contract Administrator** means the individual designated by DRS to direct work under the Contract and act as the approval authority for all things related to the Contract.

25. **DRS Data** has the meaning set forth in Section 13.1.1 of the Contract.

26. **DRS MF Legacy Applications** has the meaning set forth in Section 1.19(a) of Exhibit B - Scope of Services.

27. **DRS RFP Coordinator** means the person identified by DRS as the sole contact for communication throughout the procurement process.
28. **Due Care** means the degree of care and skill demonstrated by agents acting in like capacity, in good faith.

29. **Executive Orders** means formal orders issued by the Governor of the State of Washington to cabinet agencies statewide requiring that certain actions be taken. Executive Orders may have the force and effect of a law.


31. **Holiday** means the state of Washington holiday schedule, as observed: New Year’s Day; Martin Luther King, Jr. Day; President’s Day; Memorial Day; Independence Day; Labor Day; Veteran’s Day; Thanksgiving; the day after Thanksgiving; and Christmas.

32. **Incident** means any Level 1 Incident, Level 2 Incident or Level 3 Incident as described below.

   (a) **Level 1 Incident** means: (a) any security breach; or (b) any failure of a Solution or any part thereof to conform to the Documentation or Technical Requirements and Security Requirements in the Contract that directly or significantly impacts the ability to use the Solution, or materially exposes DRS or its authorized users to liability because of operational, financial or information deficiencies; or (c) a Service Request that is urgent.

   (b) **Level 2 Incident** means: (a) any failure of a Solution or any part thereof to conform to the Documentation or Technical Requirements and Security Requirements in the Contract that adversely affects DRS’ or its authorized users’ use of the Solution; or (b) a Service Request that is of an important, but not urgent, nature.

   (c) **Level 3 Incident** means: (a) any failure of a Solution or any part thereof to conform to the Documentation or Technical Requirements and Security Requirements in the Contract that causes minor problems to occur with the Solution that can be circumvented without difficulty or disruption to DRS’ or its authorized users’ operations; or (b) a Service Request that relates to a nominal matter that does not need prompt attention.

   (d) **Level 4 Incident** means: (a) any failure of a Solution or any part thereof to conform to the Documentation or Technical Requirements and Security Requirements in the Contract that could cause confusion of users or a failure to maintain styles (for example, a text or style correction); or (b) a Service Request that relates to a nominal matter where correction can be delayed.

33. **Key Personnel** has the meaning set forth in Section 5.1.5 of the Contract.

   Key Personnel include, at a minimum, the following positions:

   1. Project Manager
2. System Architect
3. Technical Lead
4. Test Manager
5. Technical Tools Trainer

34. **Initial Term** has the meaning set forth in Section 3.1 of the Contract.
35. **Intellectual Property Rights** has the meaning set forth in Section 13.2.2 of the Contract.
36. **Issue Resolution** has the meaning set forth in Attachment 4, Section 2.1 of the Contract.
37. **Laws and Regulations** means all applicable laws, codes, ordinances, rules, restrictions, regulations, executive orders, and orders of the Federal, state, regional, or any local government, and any judicial or administrative order or decree in effect as of the Contract Effective Date or any time thereafter during the Term of the Contract.
38. **Pacific Time** means the Pacific Time Zone of the United States.
39. **Parties** means DRS and the Contractor.
40. **Personally Identifiable Information (PII)** means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual.
41. **Phase** means a defined period or stage in a process with specified deliverables.
42. **Platform** means the environment in which the DRS MF Legacy Applications will operate after migration.
43. **Preexisting Materials** has the meaning set forth in Section 14.2.8 of the Contract.
44. **Program** has the meaning set forth in Section 1.1 of the Request for Proposals.
45. **Project** has the meaning set forth in Section 1.1 of Exhibit B - Scope of Services.
46. **Public Cloud** means computer resources such as server space and storage made available by a data center provider over the public Internet.
47. **RCW** means the Revised Code of Washington.
48. **Renewal Term** has the meaning set forth in Section 3.1 of the Contract.
49. **RFP** means Request for Proposals.

50. **Scope of Services** means the Services and Deliverables set forth in Exhibit B.

51. **Security Breach** has the meaning set forth in Section 9.3 of the Contract.

52. **Senior Staff** has the meaning set forth in Section 7 of the Contract.

53. **Services** has the meaning set forth in Section 8.4.4 of the Contract.

54. **Service Request** means a written request from DRS to Contractor for resolution of a Bug, Error or Incident.

55. **Software** means the programs and other operating information used by a computer. For the purposes of the Contract, Software includes both custom applications (mainframe and web), custom vendor code and third-party software.

56. **State Security Design Review** means the Washington state Office of Cyber Security (OCS) Security Design Review process which provides agencies with a security assessment of their new or updated systems and infrastructure to make sure security controls and processes are in compliance with the state’s IT security standards. This supports agency business objectives by helping ensure services are securely configured prior to being deployed. Security Design Reviews are required when an agency project or initiative requires Office of the Chief Information Officer (OCIO) oversight. Details are available at https://watech.wa.gov/solutions/it-services/Security-Design-Review.

57. **State** means the state of Washington.

58. **State Private Cloud** means the Infrastructure-as-a-Service (IaaS) cloud located within the Washington State Data Center and Quincy Data Center available to public organizations in Washington State. Using a self-service portal, customers have on-demand access to a shared pool of computer resources that can be rapidly provisioned and released as virtual servers. Learn more at https://watech.wa.gov/solutions/it-services/Washington-State-Cloud.

59. **Status Reports** means reports to be provided by the Contractor to DRS.

60. **Solution** means the combination of Software and Services that the Contractor will provide in accordance with the Contract, including but not limited to:

   (a) all Contractor-proprietary software (including integrations, interfaces, extensions, other software-based Deliverables, owned by Contractor);

   (b) all integrations, interfaces, extensions and other software-based Deliverables not owned by Contractor but which Contractor provides to DRS;

   (c) all third party solutions;
(d) all beta, pre-release or pre-generally available release versions of any of the foregoing; and
(e) all new versions of any of the foregoing.

61. **Subcontractor** means an entity or individual not in the employment of the Contractor, who is performing all or part of the Services under the Contract.

62. **Systems Inventory** has the meaning set forth in Section 2.3.1 of Exhibit B - Scope of Services.

63. **Team Foundation Server** means a Microsoft product that will be used by the Project team to track reported bugs and their mitigation.

64. **Term** has the meaning set forth in Section 3.1 of the Contract.

65. **WAC** means the Washington Administrative Code. Regulations of executive branch agencies are issued by authority of statutes. Like legislation and the Constitution, regulations are a source of primary law in Washington state. The WAC codifies the regulations and arranges them by subject or agency. The online version of the WAC is updated twice a month and is available at https://apps.leg.wa.gov/wac/default.aspx.


67. **WEBS** means the Washington Electronic Business Solutions (WEBS) website, hosted by DRS. The RFP and any addenda, including Respondent questions and DRS answers to the RFP, will be posted to WEBS. Potential Bidders are responsible for checking WEBS for this information.

68. **Work Order** has the meaning set forth in Section 5.1.2 of the Contract.

69. **Work Product** has the meaning set forth in Section 14.2.6 of the Contract.