

EXHIBIT A: DEFINITIONS

Term/Acronym	Meaning
Accept or Acceptance	Formal conditional determination in writing by Owner that a particular matter or item appears to meet the requirements of the Contract Documents.
Acceptance Date	The date the System is Accepted.
Acceptance Tests	Those tests described in the Statement of Work.
Activity or activity	Parts of the Work including finished products or functional processes required as subcomponents of the Work Breakdown Structure as defined by Contractor.
Addenda	A written amendment to Request for Proposal No. 14-089 issued by Owner after its release and before Award.
Affidavit of Final Completion	The meaning set forth in Book 1, Section 20.3.
Agreement or Contract	Depending upon the context, either: (i) the Contract (Book 1), or (ii) collectively, the Contract Documents, which establish the rights and obligations of Owner and Contractor.
Applicable Laws	See Legal Requirements.
Applicable Standards	The standards set forth in Book 2.
Application for Final Payment	The application described in Book 1, Section 11.5.1.
Approve or Approval	Formal conditional determination in writing Owner Project Manager that a particular matter or item is good or satisfactory for the Project. Such determination may be based on requirements beyond those set forth in the Contract Documents and may reflect the preferences of Owner.
ATP	The Acceptance Testing or Acceptance Test Plan described in the RFP and Statement of Work.
Award	The Acceptance of the Proposal by Owner (with the understanding that the order of priority of the Contract Documents shall be as set forth in Book 1, Section 1.3, and that Owner shall have the right to require compliance with the Contract Document requirements, even though it may necessitate performance of Work by Contractor not contemplated in the Proposal Documents).
Bid Bond	A bond as described in Book 1, Section 8.2.
Book 1	The Contract Document designated as Book 1 (the Contract).
Book 2	The Contract Document designated as Book 2 (the Proposal).

Business Day(s)	A day that Owner is open for business, excluding holidays, Saturdays and Sundays.
Calendar Day(s)	Each and every day shown on the calendar, including Saturdays and Sundays, beginning and ending at midnight.
Change Order	The meaning set forth in Book 1, Section 13.
Claim	A separate demand by Contractor for: (i) a time extension which is disputed by Owner; or (ii) payment of money or damages arising from work done by or on behalf of Contractor in connection with the Contract which is disputed by Owner. A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties.
Completion Deadline	Depending upon the context, either: (i) Project Completion Deadline, or (ii) Finance Acceptance Deadline.
Confidential Information	The meaning set forth in Book 1, Section 24.19 and Exhibit B.
Contract	Depending upon the context, either: (i) the Contract (Book 1), or (ii) collectively, the Contract Documents, which establish the rights and obligations of Owner and Contractor.
Contract Deadlines	The meaning set forth in Book 1, Section 4.3.
Contract Documents	The meaning set forth in Book 1, Section 1.2.
Contract Price	The meaning set forth in Book 1, Section 11.1.
Contractor	The entity inserted in the first page of Book 1.
Contractor Project Manager	The person designated by Contractor to supervise the Project Persons performing Work and to receive delivery of notices to the Contractor pursuant to Book 1, Section 2.2.
Contractor-Related Entity(ies)	Contractor, Major Participants, Subcontractors, their employees, officers, and agents and all other Persons for whom Contractor may be legally or contractually liable.
Contractor's Specifications	The specifications describing the Work that are developed by Contractor.
Critical Path	The precedence of activities on each applicable Project Schedule.
Day(s)	The meaning set forth in Book 1, Section 1.7.
Design Documents	All drawings (including plans, sections, details and diagrams), specifications, reports, calculations and records, at any stage of development or revision

	necessary for design of the Project in accordance with the Contract Documents.
Detailed Design Review	The intellectual process of finalizing engineering, operational, and any other requirements necessary prior to System Implementation.
Directive Letter	The letter described in Book 1, Section 13.1.2.
Dispute	The meaning set forth in Book 1, Section 19.2.1.
Effective Date	The date of execution of the Contract by Owner.
Engineer	“Contractor’s Engineer.” Contractor acknowledges and agrees that Owner will be responsible for certain oversight and other matters with respect to the Project, and that as a result certain rights in favor of the Engineer may be exercised by and inure to the benefit of Owner rather than Contractor’s Engineer. In the event any question arises regarding whether any such rights are applicable to Owner or how to apply such rights, Owner’s interpretation regarding such matter shall control.
Engineering Services	All Work relating to the design, including preparation and interpretation of engineering plans and specifications, development of design solutions for conformance with the Contract Documents, Applicable Laws and other design-related decision-making, and any other Activities, collectively, which are required to be practice by an engineer in accordance with the laws of the State of Missouri.
Equipment	All equipment, machinery, tools, and apparatus, together with supplies for upkeep and maintenance, necessary for the proper construction, installation, testing and acceptable completion of the Work.
Error	An omission, inconsistency, inaccuracy, or deficiency.
Event of Default	A default as described in Book 1, Section 16, following Notice and opportunity to cure to the extent permitted therein and issuance by Owner of Notice that an Event of Default has occurred.
Final System Acceptance and Final System Acceptance Deadline	Acceptance of the Project as described in Book 1, Section 20.4. The Final System Acceptance Deadline is no later than 120 days after Project Completion.
Governmental Approval(s)	Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration or ruling required by or with any Governmental Person in order to design and complete the Project.
Governmental Person(s)	Any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. The term includes the State of Missouri and agencies and subdivisions thereof, other

	than the Department of Transportation.
Holiday(s)	<p>New Year's Day (January 1) Martin Luther King Jr. Day (Third Monday in January) Presidents' Day (Third Monday in February) Memorial Day (Last Monday in May) Independence Day (July 4) Labor Day (First Monday in September) Veterans' Day (November 11) Thanksgiving Day (Fourth Thursday in November) Day after Thanksgiving Day (Fourth Friday in November) Christmas Eve (December 24) Christmas (December 25)</p> <p>When any of the above holidays falls on a Sunday, the holiday will be observed the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.</p>
Include, Including, Included or Includes	All references in the Contract Documents to "include," "including," "included" or "includes" shall mean "including, but not limited to."
Incremental Costs	Those costs, if any, which Contractor incurs as a result of a particular circumstance, which Contractor would not have incurred but for the circumstance. In determining such costs, one would determine the total cost that Contractor would have incurred had the circumstance not occurred, and subtract such amount from the costs actually incurred; the difference being the "increment."
Indemnified Parties	The meaning set forth in Book 1, Section 18.1.1.
Key Personnel	The meaning set forth in Book 1, Section 7.7.
Legal Requirements	All applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders and decrees of any Governmental Person having jurisdiction over the Project or Site, any Work. The term "Legal Requirements" does not include Governmental Approvals or federal income tax laws.
Lien	Any pledge, lien, security interest, mortgage, deed of trust, or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument, and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).
Liquidated Damages	The damages described in Book 1, Section 17.1.
Major Participant	<p>Any of the following entities:</p> <p>(i) All general partners or joint venture members of the Contractor; all</p>

	<p>individuals, Persons, partnerships, limited liability partnerships, corporations, limited liability companies, business associations, or other legal entities, however organized, directly or indirectly holding a fifteen percent (15%) or greater interest in the Contractor;</p> <p>(ii) the lead engineering/design firm; and/or</p> <p>(iii) each Subcontractor that will perform Work valued at ten percent (10%) or more of the Work.</p>
Materials	All components required for use in the construction of the Project.
Nonconforming Work	Work performed that does not meet the requirements of the Contract Documents.
Notice or notice	The meaning set forth in Book 1, Section 24.10.
Notice of Final System Acceptance	The notice delivered to Contractor under Book 1, Section 20.4, stating that the final Owner acceptance of the Project has occurred.
Notice of Termination (or Partial Termination)	A notice issued by Owner to terminate the Contract and the performance of Work by Contractor, either in whole or in part, pursuant to Book 1, Section 15.
Notice of Termination Due to Suspension	A notice issued by Contractor pursuant to Book 1, Section 15.15.
Open-Source Software	Software that has its underlying source code freely available to evaluate, copy, and modify (also known as “freeware” or “shareware”).
Owner	St. Charles County, Missouri.
Owner Project Manager	The person designated by Owner to direct the Project and to receive delivery of notices to Owner per Book 1, Section 24.10.
Owner-Directed Changes	Any changes in the Work (including changes in the standards applicable to the Work), which Owner has directed Contractor to perform as described in Book 1, Section 13.
Performance Bond	A bond as described in Book 1, Section 8.1.
Person	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including Owner.
Project	The Next Generation 9-1-1 Cloud System Project as described by the Contract Documents.
Project Completion	As defined in Book 1, Section 20.1 and 20.2.
Project Completion Deadline	Achievement of all Work necessary to meet the Project Completion Deadline as set forth in Book 1, Section 4.3.1.

Project Definition	Project scope of work as initially defined by the RFP and ultimately defined by the accepted Proposal Documents.
Project Manager	See Contractor Project Manager and Owner Project Manager.
Project Schedule	The meaning set forth in Book 1, Section 4.4.
Proposal or Proposal Documents	Those documents constituting Contractor's proposal in response to the RFP, including any best and final offers or supplements to proposals as may have been requested by Owner (Book 2).
Proposal Due Date	The due date for submission of responses to the RFP as set forth in Section 2.2 thereof.
PSAP(s)	Public Safety Answering Points.
Punch List	The list of Work items with respect to the Project that remain to be completed.
Request for Change Order (RCO)	A Contractor-initiated request for a change order pursuant to Book 1, Section 13.
Request for Change Proposal (RCP)	A proposal issued by Owner under Book 1, Section 13.
RFP or Request for Proposal	Request for Proposal No. 14-089 released by Owner, including all addenda thereto.
Shall	When used in the Contract Documents, "shall" indicates a mandatory duty on the part of Contractor.
Site	The locations upon or within which the Project is to be installed as well as other areas in the vicinity used by Contractor to complete the Work.
Software or Software Products	Software in object code format that is furnished with the System or listed on the Equipment List and as further described in Book 1, Section 23.
Specifications	The functionality and performance requirements that are described in the Contract Documents.
Stakeholder	A Person, group or entity whose interests may be impacted similarly (whether real or perceived) by the Project.
Standards of the Industry	Practices, procedures, methods and standards that: (i) are consistent with current industry practices established for, or employed by, leading participants in the software design, installation, implementation and maintenance industry; (ii) comply with all applicable laws and industry underwriters' standards; (iii) promote reliability, efficiency, security. Standards of the Industry include, without limitation, taking reasonable steps to ensure that sufficient personnel are employed and available to perform the Work and that such personnel are adequately skilled, experienced, and trained to design, install, operate, and

	maintain the Work properly and efficiently, and that appropriate coordination, monitoring and testing is performed to ensure that all elements of the Work are designed, installed and maintained so as to function as required by the Contract Documents.
State	The State of Missouri.
Statement of Work	The description of the Work to be performed by the parties, including services that will be provided by Contractor and its subcontractor(s) to install, optimize, implement and test the System and any of its component hardware, Software and other Equipment or Materials.
Subcontract	Any subcontract to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work between Contractor and a Subcontractor, or between Subcontractor and its lower tier Subcontractor, at any tier.
Subcontractor	Any Person with whom Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.
Supplier	Any Person other than employees of Contractor, not performing Work at the Site, that supplies machinery, equipment, materials or systems to Contractor or any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver, or carry materials, personnel, parts, or equipment or any other items or Persons to or from the Site shall not be deemed to be performing Work at the Site.
Surety	A corporate body duly authorized to do business in the State of Missouri, and which has issued one or more of the Contract and Bid Bonds.
System	The next generation 9-1-1 cloud system composed of the Equipment and Software to be furnished by Contractor to as set forth in the Contract Documents.
System Implementation	The process of engineering, licensing, manufacturing, installing and testing of the System.
Technical Proposal	Contractor's formal written response to the technical requirements set forth in Book 2, Section 5.
Technical Criteria	The performance requirements set forth in Book 2, Section 5 which establish the minimum acceptable standards of quality, Materials and performance of the Work, and which shall be the basis for reviews and Final System Acceptance.
Test	The procedure and method of acquiring and recording physical data and comparing it to set standards and submitting a statement to such conditions or operations as will lead to its Acceptance or rejection (deficiency, defective condition, nonconformance, etc.) of the item.

Test-Based Acceptance	Acceptance based upon each test meeting the minimum Technical Criteria requirements.
Test Procedure	Methods that detail the practice of acquiring the Test data.
Turnkey Solution	The entire System and all tasks or services associated with the System shall be performed under the responsibility of Contractor or Contractor's subcontractor(s).
Unit Price	The meaning set forth in Book 1, Section 13.5.
Users	Governmental entities that will utilize the System to communicate within the geographical boundaries of St. Charles County.
Verification/Verify	The act of testing or inspecting, performed by qualified testing or inspecting personnel employed by Owner or its designated agent, to independently establish conformity of the System to the Contract Documents.
Warranty	Any warranty made by Contractor in Book 1, Section 21.
Warranty Period	The meaning set forth in Book 1, Section 21 or Exhibit C, as applicable.
Will	States a mandatory duty, depending upon the context, on the part of Engineer, Owner and/or Contractor.
Work	All duties and services to be furnished and provided by Contractor as required by the Contract Documents, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, Materials, equipment, documentation, and other efforts necessary or appropriate to achieve Final System Acceptance except for those efforts which the Contract Documents specify will be performed by Owner or other Persons. In certain cases, the term is also used to mean the products of the Work.