

Section: 1.0

Page: 1

Client Advisory Board

What is this board, how much influence does the board have, how are conflicting needs for time and resources on board member priorities handled? More details...

Location: last para

The Customer Advisory Board is composed of 2-3 states. New Hampshire and Montana will be the founding members. The board will meet with FileONE periodically to discuss and provide feedback on SystemWORKS product plans and future direction in order to advise FileONE on upcoming trends and business needs. Use of the 500 annual hours will be for items that are of general utility to all states. FileONE will approve product features added to SystemWORKS and will assist in the decision making process with the member states.

Front Desk use

Can we negotiate use of FileOne staff instead of inexperienced FrontDesk staff?

Location: 3rd para

We are open to discussion on this point.

Page: 3

Accounting features

We would like more information on the accounting functionality and features. Please provide a description and some screen prints to show major functionality.

Location: accounting features

FileONE will review the key accounting features in SystemWORKS and will provide screen shots for existing functionality where available.

Section: 3.1.1

Page: 11

Define Project Scope

Is this the work that we called 'requirements review' in our RFP? We required a 3 week review session at the onset of the project to go over all our work with the successful vendor. I also see a phase called 'define' on page 15 that is 3 weeks long...

Location: 8th bullet

FileONE's Section 3.1.12 response includes the project task list – which will include the three week review. The first module that we will execute will be the General Project module. This phase will also set the direction of the entire project and includes the first iteration of the project plan. The plan will provide time for a more detailed discussion of the MT SOS requirements for each module. Specifically, the first phase for each module is the define phase. In the Analysis phase for each module, the FileONE has included tasks for reviewing, documenting and defining the MT SOS requirements. As part of the baselining of the final project plan, FileONE will assign a level of effort and resources to perform these tasks.

Section: 3.1.10

Page: 34

define and cost of support

Please provide additional details on what would be included for the support work for years 2 to 7 post warranty

Location: Third paragraph

If the MT SOS is contracted in an ongoing support and maintenance agreement, the MT SOS would have access to new versions of the software as they are released. FileONE has provided two support packages - Premium and Standard - to allow the MT SOS to select a package that best meets the State's needs. Premium support includes bug fixes and FileONE's help desk option to answer non-support related questions. Standard support includes bug fixes only, with the MT SOS providing tier-1 support. Please note that both support options include SystemWORKS enhancements.

Section: 3.1.11

Page: 34

SOS staff

What tasks will SOS analysts and IT staff be heavily involved in? Will technical staff be coding - or doing more 'configuration of parameter' work?

Location: First paragraph in sectio

FileONE looks forward to discussing this topic while onsite. FileONE is open to a number of different approaches and MT SOS levels of involvement.

Section: 3.1.12

Page: 38

Project Plan

Is this plan available in a MS Project format with dates and resources applied? This would be an easier format to analyze.

SharePoint

Please describe the SharePoint site and calendar you plan to set up and use. Who will set this up SOS or F1? SOS has a SIMS SharePoint site up and running - inside the state network - we may be able to leverage the work already done.

Development phase order

Trademarks are actually part of our corporate business flow. Can Trademarks be implemented with Corporate... or just combine items 2 and 3 into one phase?

Candidate Filing

Candidate filing was not included in the project plan. Please explain how candidate filing will be accomplished

Location: Project Plan in general

Not at this time. This will be part of the project planning activities

Location: 7th item under Project PI

The SharePoint site and calendar may be able to leverage what you already have or can be created from scratch. This development can be done by FileONE or SOS staff. It was originally anticipated to be done by FileONE staff.

Location: numbered items

FileONE may be able to accommodate this request but the final commitment will be made during the Definition Phase.

Location: general question

SystemWORKS will interface with the existing MT SOS candidate filing system. The existing MT SOS system will continue to be the primary system used to manage and report on candidate activity within the State of Montana. SystemWORKS will handle the initial processing of candidate request items which includes the collection of money and a process through workflow that will result in the request information being interfaced into the Candidate Filing System. ☐ ☐ The candidate interface will be implemented along with the Corporate (Business Entity) Line of Business.

Page: 47

Content error?

The Deploy Integration and Interface line items refer to Trademark and Notary - was this a typographical error, or are these areas somehow included in some form prior to the planned roll out of those modules?

Location: Deploy Integration section

The FileONE solution recommends a phased approach based on the module of business. So for modules: Liens (UCC, Ag, FT, Custom etc), Corporate (Business Entity) and Trademark and Notaries, there will be interface analysis, interface design, interface configuration or build all part of an interface deployment.

Section: 3.1.2

Page: 17

implementation history

Has SystemWORKS been implemented in any client site as of 8/1/2008? If not, what stage of development/implementation is it in with what clients?

Location: 3.1.2 second para

SystemWORKS has not been implemented in any other client site as of 8/1/2008. As we utilize the Agile process, we are currently executing the iterative development, testing and documentation of the UCC (Liens) module.

Section: 3.1.5

Page: 26

system test

Just to be clear, the initial system test is all performed by F1 staff right? The 'dedicated testers are F1 staff?

acceptance test

How will the user acceptance test be developed and by who?

establishing metrics

Are these quality metrics established by SOS? If not, what part do we play in setting the acceptance levels? How are these metrics used?

Location: System Testing

The system test will be performed by the FileONE Quality Engineers. If the MT SOS staff would like to be included, that request can be accommodated.

Location: Quality Review Process

The user acceptance test will be a jointly developed activity using our previous experience while any MT SOS standards.

Location: Quality Assurance para

FileONE has a set of metrics that we use for our internal and implementation quality control. If there are specific MT SOS metrics required, FileONE will include them in control, monitoring and reporting activities.

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acceptance test

Just to be clear, this acceptance testing is performed by SOS staff? Who creates the test scenarios?

who conducts performance testing?

Just to be clear, this performance testing is performed by F1 staff?

Location: Acceptance Testing

The user acceptance test will be a jointly developed activity using our previous experience as well as incorporating any MT SOS standards. It is anticipated that SOS will actually execute the test scenarios.

Location: Performance Testing, las

The performance test will be performed by the FileONE Quality Engineers. If the MT SOS staff would like to be included, that request can be accommodated.

Section: 3.1.6

Page: 29

test code coverage

What does test code coverage of 90% mean?

warrant the system based on proposal

The warranty needs to insure that the system meets the requirements as defined in the RFP, and comitted to in the proposal.

Location: top of page, number 7

Per industry standards, any coded features delivered will have approximately 90% of the total functionality tested.

Location: paragraph after the numb

FileONE looks forward to discussing this item with the MT SOS during the onsite meetings.

Section: 3.1.7

Page: 29

use of 'acknowledge'

SOS assumes the use of the word 'acknowledge' or 'understands and agrees' means that FileOne understands and will comply with the section of the RFP. Please clarify each numbered section of the RFP and if FileOne does understand and comply with each one.

Location: first sentence of 3.1.7

Where FileONE states "acknowledge" or "understands and agrees" does indicate that FileONE "understands and will comply" per our proposal response.

SIMS Functional Requirements

Documentation used must also include the SOS RFP (including all of our appendices) which is the basis for the entire contract.

Location: first blue box

FileONE agrees to use the RFP as part of final acceptance.

Section: 3.1.8.1

Page: 31

register of all changes

who maintains the register of all changes throughout the project?

Location: Enhancement register pa

FileONE will maintain the register of change requests.

enhancement requests

how are the enhancement request documents stored - electronically could mean in a system or just documents stored on a file server

Location: Enhancement register pa

FileONE currently uses the JIRA system. FileONE is open to discussion on this item.

define 'regular intervals'

"approved enhancements are incorporated into the schedule at regular intervals".... define regular intervals.

Location: Last paragraph on page

It is anticipated that the release cycle of SystemWORKS will be quarterly - with hot fixes, patches and maintenance releases scheduled as needed.

Section: 3.2.1

Page: 57

acceptance of section

SOS assumes the use of the word 'acknowledge' or 'understands and agrees' means that FileOne understands and will comply with the section of the RFP.

Location: First sentence

FileONE understands and will comply with RFP section 3.2.1

application complies?

does the use of the word comply indicate that SystemWORKS meets the processing flow requirements in this section of the RFP and requirements matrix?

Location: Second sentence

FileONE agrees with the processing flow requirements as stated in the RFP except where notes as "Other". FileONE has proposed recommended best practices and enhancements beyond the stated RFP requirements. FileONE and the MT SOS can review these requirements to ensure that the MT SOS's needs are met.

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believes system up time...

Is this statement based on any metrics or is it a general estimation?

Location: last sentence before section

This is an estimation.

Page: 59

administration

Description of how the system will allow our users to access information in the system.

Location: paragraph 1, last half of s

FileONE will discuss and demonstrate onsite.

Section: 3.2.2

Page: 59

custom reporting engine

describe and provide more technical details on the custom reporting engine

Location: 3rd paragraph

The custom reporting solution is built on Microsoft's ASP.NET platform. The solution is 100% web-based utilizing AJAX controls. The use of AJAX allow the majority of user operations to be executed without refreshing the page to maximize performance. □ □Additional Summary Details on the custom reporting solution are as follows: □Product Details □ ASP.Net Architected Solution □ 100% Web-Based AJAX Report Designer □ Interactive Report Viewer □ Supports SQL Server, Oracle, DB2 & MySQL □Rich Reporting and Instant End-User Customization □ 3D Charts, Flexible Grids, Visual Grouping □ Summaries, Subtotals, Totals, Calculations, Formats □ Flexible & Dynamic Smart Filters □ AJAX Drill Down and Sub-Reports □ Export to the Specific File Formats in Our Proposal

Section: 3.2.3

Page: 59

acceptance of section

Does FileOne understand and will they comply with the requirements identified in section 3.2.3 and each of the numbered subsections?

Location: general question

FileONE understands the purpose of this system is to reduce the need for staff to perform redundant tasks that are easily accomplished by a system. SystemWORKS will operate reasonably error and defect free, following the performance guidelines defined in RFP Section 3.1.7 "Final Acceptance". FileONE will comply with the Analysis requirements as stated in the RFP.

Page: 60

Dashboard

Please demonstrate the contents of the dashboards listed in this section - or at a minimum provide screen prints of the look, feel and content that these windows contain.

Location: general question

FileONE will provide screen prints/screen mockups for the SystemWORKS dashboards listed in Section 3.2.3.

Page: 61

workflow change on the fly

Can workflows be changed on the fly? What is the impact to in process items? How is the system protected from users changing the workflow and removing a significant portion of processing flows? What is recovery from such an event?

Location: First paragraph on page

Yes, workflow configurations can be changed on the fly. The impact to in-process items will be determined by the nature of the workflow change. Only authorized users may change workflow configurations. If an authorized user erroneously damages the workflow configuration rules, the impact could be severe - the recovery from which will be based on the impact of the error. All workflow configuration changes should be tested in non-production environment.

report generator

What tool is used for report generation? What type of user can create reports and what training is needed? Please demonstrate the creation and modification of a report.

Location: Second Paragraph

SystemWORKS has an integrated solution for report generation. A user with the required security role can create custom ad-hoc reports. Training required to generate reports is two fold. First, the user would need training and documentation of the SystemWORKS database schema and data objects. Secondly, a modest understanding or training of standard Microsoft T-SQL.

Section: 3.2.3.2

Page: 63

imbedded image repository

Describe the technical details of the image repository.

Location: Second Paragraph

The image repository will be included in the SystemWORKS Database and images will be stored as Blobs.

Section: 3.2.3.3

Page: 63

interface mechanism

Describe the technical details of the interface mechanism repository.

Location: First paragraph in section

SystemWORKS is built on a Services Oriented Architecture which provides a very straightforward and scalable interface mechanism. □ □ FileONE will provide further details during the onsite discussions.

Section: 3.3.1.1

Page: 64

included features

In a number of places the SystemWORKS features are described. Is a description of a feature or function which is included in the proposal intended to imply that said item is included in the proposal and thus the cost provided?

Location: First paragraph in section

While FileONE's intent was to clearly outline features and functionality proposed, we would be happy to clarify any particular item(s) which the MT SOS feels is not clearly defined as either in or out of scope.

included features

"The FileOne solution includes providing installation assistance"... The words FileOne solution is a bit confusion - is this meant to state that the FileOne services proposed herein includes providing installation (continue on)...?

Location: First paragraph in section

Yes.

Section: 3.3.1.2

Page: 65

ServiceWorks

Is FileOne ServiceWorks included in this proposal as this text leads us to believe? or is there an additional fee for this?

Location: First paragraph in section

FileONE ServiceWORKS is included in this proposal and includes the related services to provide implementation and support services for SystemWORKS.

Section: 3.3.13

Page: 84

system documentation

What documentation will be provided? What is the SOS role as a partner in this process?

Location: 4th paragraph

The standard FileONE system documentation including technical documents such as the data dictionary and administrative guides and all user manuals and training documents will be provided.

Section: 3.3.2

Page: 70

New Versions

What is the release cycle and update methodology that will be used. How long will be have to test a new release? what if errors are found?

Developed features

The requirements matrix shows over 1400 items 'meet' our needs. Are we correct in assuming those items all exist already and thus were not marked 'will build'?

custom code

FileOne states that they will carry forward custom software - would this include SOS developed items? if not, is there a way to do that?

custom code

If SOS develops code that FileOne wants to put into the core SystemWorks application - what process is there for carrying SOS custome code forward?

Source Code

If we did purchase the source code at some point and started making changes as needed, what would our release/update relationship be with FileOne?

Matrix 'meets' items

The requirements matrix shows many items marked 'meets' yet they have comments. SOS assumes the comments are not meant to modify the requirement but that each is accepted as written.

Location: 5th paragraph

SystemWORKS is a COTS product with an anticipated quarterly release schedule. FileONE will have the ability to perform hot fixes, patches, and maintenance releases for the MT SOS. The MT SOS will have approximately thirty (30) days to test a quarterly release. If errors are found, they will be fixed in the agreed upon timeframe as dictated by the SLA.

Location: First paragraph in sectio

FileONE's SystemWORKS COTS product is currently in development. FileONE's response of "meets" signifies that the requirement is represented in SystemWORKS product development plan which FileONE is now executing. Our response as "meets" indicates the stated MT SOS requirement is met through the implementation of the completed SystemWORKS COTS product without a software customization specifically for the MT SOS.

Location: 5th paragraph, last senta

Please reference FileONE's response to answer #40 above.

Location: 5th paragraph, last senta

Please reference FileONE's response to answer #40 above.

Location: Third paragraph

It would depend on the nature of any source code changes made by the State. There are several ways to approach this. (1) State takes over all maintenance of the system, (2) State takes over primary maintenance of the system and receives source code for new product versions from FileONE which the state could integrate into their code base (3) State provides software changes to FileONE for QA and consideration for insertion into the core product and receives these customizations back in future releases. Items 2 and 3 would need to be negotiated for pricing and terms.

Location: First paragraph in sectio

The comments are intended to further clarify FileONE's approach or the technology that meets the requirement as stated.

Section: 3.3.5

Page: 72

general question

Can FileOne do a complete onsite demonstration including imaging tasks with redaction?

Location: 3.3.5

FileONE will demonstrate the current scanning and imaging management/tasks including redaction onsite in Helena.

Section: 3.3.7

Page: 76

retention

Please describe the retention process for an image.
How is the retention period defined and applied?
Demonstrate the archival of an image within
SystemWorks with notifications

Location: 3.3.7

The retention period will be defined for a particular archiving job; the retention period for the images can be based upon the creation date of the images or upon the date of key related data elements to which the image is associated. □ □ The archive process is a sequential processing flow based upon the specific archive and retention policies. The first step in the sequence is to identify the candidate records or images for a specific archival run. Once a candidate set of records/images has been identified, these records can be reviewed in the Data & Image manager. Specific records presented in the list of candidates can be placed on hold, which will in effect prevent the records/images from being archived. □ □ Based upon a pre-determined schedule a notification of an upcoming archival job will be sent to specific SystemWorks users via e-mail and/or through a notification in SystemWorks. The archival jobs can be scheduled to run automatically, can be scheduled to run automatically, but only after express authorization by specific users, or can be executed manually. □ □ The data is archived to a data store where the data cannot be modified. The ability to view specific archived records will be provided so that a review of archived information can be performed. The ability to restore the archived records will be performed by selecting specific records, or a set of records based on selection criteria, and execute the restore process.

which manager

"The Manager addresses..." Which manager is this - is this a role defined in the system?

Location: 5th paragraph, last sentence

The text "The Manager Addresses" should read "The Data & Image Manager"

Page: 78

DB archival

Please describe the process used to archive data within the relational database structure including technical details on how orphans are prevented and integrity is maintained.

Location: Second Bullet

The archive manager service qualifies potential archive records and presents these candidates to a MT SOS appropriate resource □ □ As records become approved for archival they are processed by the Archive Manager which determines the parent and child objects that are required for transfer to the archive database. Because SystemWORKS uses a normalized database design with appropriate relational constraints orphan records are eliminated. □ □ The design of the Archive Manager and Data Service layer also provides a mechanism to prevent orphaned records in the event that a RDBMS constraint is not present. This is accomplished with a proprietary object based data service layer that has the capability of data relationship validation as a secondary constraint enforcement mechanism. SystemWORKS code based constraints are enforced bi-directionally for archiving purposes.

Section: 3.3.9.5

Page: 80

hot fixes

how will hot fixes be handled? What type of notification, and testing process will be used?

Location: Second full paragraph

Hot fixes will be treated as priority releases. Notification of the releases will include verbal and written mechanisms. Standard FileONE testing process will be used, including automated regression testing.

release notes

provide example of release notes

Location: Third full paragraph

Will be presented to MT SOS

Section: 3.4.1.1

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alternative help desk system

Please provide details on the proposed help desk system, its features, capabilities, metrics and reporting. Include a demonstration, screen prints and reports

Location: Second Paragraph

FileONE will discuss this topic onsite.

Section: 3.4.2

Page: 87

Job manager

Demonstratio the Job manager, how it works, how jobs are set up and modified, and how results and metrics are provided back to the system administrators. Provide technical details/description of Job Manager.

Location: First paragraph in sectio

FileONE will discuss this topic onsite.

Section: 3.4.4

Page: 88

Logging manager

Discuss the error messages displayed to the user. It is important that error messages are clear, useful and tell the user how to fix the problem.

Location: First paragraph in sectio

SystemWORKS handles error messages in the following way. When an exception occurs, it is first logged using our logging manager which writes detailed technical error information to the database for later analysis. SystemWORKS provides a webpage that the administrator or FileONE support staff reviews to provide a resolution. The system then determines what specific error occurred and then generates a user acceptable error message to forward to the user. These messages are created to provide a high level description of the problem and any possible fixes that are required for resolution.

Logging manager

Demonstratio the Logging Manager, how it works, how messages are processed, and how notifications are set up and sent.

Location: First paragraph in sectio

FileONE will discuss this topic onsite.

Section: 3.4.5

Page: 89

System reporting module

Demostrate the reporting module and how it can be used to set up ad hoc reports, save ad hoc reports. Describe training anduse of this tool.

Location: First paragraph in sectio

FileONE will demonstrate the functionality of the reporting module and the creation of ad-hoc reports.

Section: 3.5

Page: 91

Bonus hours

How will SOS use these hours? for custom development item? how does this tie into support and warranty items already listed in the proposal?

Location: First box

See earlier response on Customer Advisory board. All software development using these hours would be incorporated into the core product and thus would be covered under your warranty and support.

Section: 4.1.6

Page: 102

inflated numbers?

What do each of these classifications mean and how were the calculated? The chart shows Jaqui as having 8 years of BPR expierence, but it looks like she has been working in IT for 2 years. Some of the other resumes don't seem to match the chart.

Location: chart on this page and th

FileONE has delivered an updated matrix. The original list included errors on certain resources due to a transcription error.

Redaction cost

Location: optional pricing matrix

The cost of redaction processing is not clear. One time license is \$65K, and 250K redaction block is \$6K. Assume that is a going forward price of roughly .025 per page. Can we route pages away from that process?

Page:

define derivative

term 'derivative product' needs definition

Change language

This is highly problematic and does not comply with Montana law. We will send recommended language.

Software License

We do not want to be required to have a maintenance and support agreement to maintain our software license.

Edit language

Should be edited to state within one year after the action has accrued or is discovered

Exclude personal property taxes

Needs to specifically exclude personal property taxes

Software Maintenance Fee

This language implies that this fee will be paid up front. We would like this to be due at the beginning of each year of the six year term

24 hour notification

We are a State Agency and often not operating during weekends, We would like to change this to two business days to insure that we can comply.

include 1.7

, the termination provision in 1.7 needs to be included in this provision for consistency

Time period too short

The general termination provision only provides for 60 days notice. This is not enough time to find replacement software. Request at least 90 days notice.

statute correction

the appropriate cite is Mont. Code Ann. § 2-9-Parts 1&2.

Termination mechanism

Contains termination mechanism which needs to be referenced in the Termination Section of 2.1

Location: Section 1.7 Source Code

FileONE will provide the State with a definition for the term "Derivative Work" Generally, a Derivative Work in the software context is defined as a work which is linked to or based off of the preexisting source code of an original program which was used, modified, translated or otherwise changed in any way to create a new program.

Location: Section 3.4 Confidential

FileONE will review the State's proposed language

Location: Section 1.4 Terms of Lic

FileONE will agree to remove item (d) from this provision. FileONE would like to advise the State that if the State chooses not to maintain maintenance and support on the software, the State shall not be entitled to receive any updates or help desk support with respect to the software.

Location: Section 3.2: Limitation o

FileONE requests that this language remain as written. As an alternative, FileONE would agree to change the language to state, "Any action by Customer against FileONE shall be commenced within the applicable statutory limitations period after the cause of action has accrued.

Location: Section 3.1: Taxes: Inter

FileONE agrees to add language to Section 3.1 which will specifically exclude the payment by the State of personal property taxes associated with FileONE's business.

Location: Section 2.6 Fees

FileONE agrees to change this provision to reflect payment at the beginning of each year of the Maintenance Term.

Location: Section 2.5 Conditions

FileONE agrees to change the notice period from twenty four (24) hours to two (2) business days.

Location: Section 2.1: Term and T

FileONE agrees to move the termination language with respect to source code set forth in Section 1.7 to Section 2.1.

Location: Section 2.1: Term and T

FileONE agrees to change the notice period from sixty (60) to ninety (90) days.

Location: Section 1.11 Indemnifica

FileONE will change the statutory reference to reflect Montana Law.

Location: Section 1.7 Source Code

FileONE agrees to move the termination language with respect to source code set forth in Section 1.7 to Section 2.1.

Charge for delivery

If we are required to get the updates, we should not have to pay for delivery.

Warranty in effect

This language may cause a problem if the previous or current version was not accepted/installed due to problems found in testing, installation problems or a number of other items.

Warranty in effect

The warranty is effective provided that FileONE is notified 'promptly' - this should be defined.

Warranty item duration

The warranty period should start upon acceptance of the delivered software.

Warranty Period

We need to develop a mutually acceptable timeframe for repaired or replaced items. For example the duration of longer of the original warranty period or 16 weeks.

Definition of 'material'

We need to develop a mutually acceptable definition of 'material' as that term is used throughout the warranty section as well 2.2 and perhaps others. Definition should be based upon acceptance criteria not documentation or workmanship.

Warranty item definition

the repair and replace language refers to meeting the documentation - not our defined system requirements or design documents

Software License

We do not want to be required to have a maintenance and support agreement to maintain our software license.

copy of output

subsection (d) it prohibits the copying or reproduction of any 'output' generated by the Software. Language must be changed so that output can be used any way needed for business

Warranty time frame

Warranty needs to be date driven. We asked for one year from accepted implementation - not a hard and fast date specified in the contract.

Location: Section 1.6 Updates - 5th

FileONE requests that this language remain as written. FileONE may incur additional costs if the State does not promptly install the updates.

Location: Section 1.5 Warranty - it

FileONE requests that this provision remain in the Agreement. In order for the software warranty to apply, the State must have installed and is using the most current version of the software. FileONE will agree to work with the State to ensure the most current version of software has completed the appropriate acceptance testing if such new software version is provided during the Warranty Period.

Location: Section 1.5 Warranty - it

FileONE agrees to work with the State to find a mutually acceptable definition for the term "Promptly" as used in FileONE's Standard Agreement.

Location: Section 1.5 Warranty

FileONE will agree to revise this provision to provide that the Warranty Period for each module shall commence upon the delivery and completion of acceptance testing for that particular module. Therefore, each module may have difference Warranty Periods depending on when the implementation and acceptance testing is completed for each particular module.

Location: Section 1.5 Warranty

FileONE provides that any software item which has been repaired or replaced during the Warranty Period shall only be warranted for the unexpired term of the Original Warranty period. This is consistent with all of our customer agreements and provides the State with the Warranty Period as agreed upon by the parties. Software items which are repaired or replaced during the Warranty Period are part of the original Warranty Period and FileONE is unable to agree to an extend Warranty Period for such repaired or replaced software items.

Location: Section 1.5 Warranty

FileONE agrees to work with the State to find a mutually acceptable definition for the term "Material" as used in FileONE's Standard Agreement.

Location: Section 1.5 Warranty

FileONE agrees to work with the State to find acceptable language for the Warranty provision.

Location: Section 1.4 Terms of Lic

Please see response above.

Location: Section 1.1 Grant of Lice

FileONE will agree to revise the language to give the State the ability to use the output generated by the Software; provided the State maintains all copyright notices, if any, included on such output and that the State agrees it shall not create any derivative works based on such output.

Location: Section 1.5 Warranty

FileONE will agree to revise this provision to provide that the Warranty Period for each module shall commence upon the delivery and completion of acceptance testing for that particular module. Therefore, each module may have difference Warranty Periods depending on when the implementation and acceptance testing is completed for each particular module.