



DEPARTMENT OF SERVICES

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LAWTON CHILES, GOVERNOR

WILLIAM H. LINDNER, SECRETARY

February 18, 1997

Suite 335

MEMORANDUM NO.: 21 (96-97)

TO: State Agency Purchasing Directors, Data Center Directors, and Information Resource Managers

FROM: [Signature] George C. Banks, CPPO Director, Division of Purchasing

SUBJECT: Year 2000 Compliance, Warranty, and Remedy Language for Information Technology Resources

As the year 2000 approaches, it is anticipated that there will be varying solutions among State agencies for year 2000 compliance of hardware, software and systems. It is incumbent upon each agency's information technology management to take all measures at their disposal to protect their organization and supported organizations from unplanned and unnecessary business interruption. Compliance, warranty and remedy language have been drafted to assist agencies in procurement and contracting for information technology resources. It is recommended that the appropriate language (below) be included in any procurement document and contract for information technology hardware, software, and services.

The Year 2000 Compliance Warranty clause is a general compliance warranty provision and should be used with most procurement documents or contracts for information technology hardware, software, or services.

YEAR 2000 COMPLIANCE WARRANTY

The contractor warrants that each item of hardware, software, and/or firmware delivered, developed or modified under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all items (e.g. hardware, software, firmware) used in combination with other designated items properly exchange date data with it. The duration of this warranty and the remedies available to the State for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the State under this warranty shall include repair or replacement of any item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

The Year 2000 Compliance (Software) clause should be used with all procurement documents or contracts for software.

YEAR 2000 COMPLIANCE (SOFTWARE)

The licensor represents and warrants that the software, which is licensed to licensee hereunder, is designed to be used prior to, during, and after the calendar year 2000 AD, and that the software will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, Licensor further represents and warrants (1) that the software will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century; (2) that the software has been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century; (3) that the software includes "year 2000 capabilities", which means the software (a) will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and (b) provides that all date-related user interface functionalities and data fields include the indication of century; and (c) provides that all date-related data interface functionalities include the indication of century.

The Year 2000 Remedy clause should be used with all procurement documents or contracts for information technology hardware, software, or services.

YEAR 2000 REMEDY CLAUSE

In the event of any decrease in hardware or software program functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating beyond the Millennium Date Change, Licensors and Vendors of Licensors products, agree to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein at no charge to the licensee, and without interruption to the ongoing business of the licensee, time being of the essence.

Please contact Del Hicks at 487-0417, Suncom 277-0417, should you have questions or need additional information.

GCB/dgh