



DEPARTMENT OF MANAGEMENT  
**SERVICES**

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JEB BUSH, GOVERNOR

TOM MCGURK, SECRETARY

February 5, 1999

Suite 335

MEMORANDUM NO.: 6 (98-99)

TO: State Agency Purchasing Directors,  
Chief Information Officers

FROM:  George C. Banks, CPPO  
Director, State Purchasing

SUBJECT: Year 2000 Compliance Warranty Clause

The Office of the Attorney General in conjunction with the Year 2000 Project Office and State Purchasing, has developed a comprehensive Year 2000 Compliance clause which includes a compliance warranty, remedy, and reseller's responsibility.

It is recommended that this Year 2000 Compliance language be included (in its entirety) in any procurement document and contract for information technology hardware, software, and services, and other "products" which are or contain software, firmware, microcode, or embedded chip technology.

It is not necessary to replace the Year 2000 language in existing procurement documents or contracts, but instead, utilize this new language in any new procurements and contracts. Also, for "products" or services bought from State contracts it is not necessary to include the Year 2000 language in the procurement document or contract, since vendors are already bound by the Year 2000 language in the State contract.

This Year 2000 Compliance language is available in SPURS.

### YEAR 2000 COMPLIANCE WARRANTY

For purposes of this Year 2000 warranty, the term "Product" shall include software, firmware, microcode, hardware and embedded chip technology.

Vendor warrants that the Product is Year 2000 Compliant. All versions of the Product offered by the vendor and purchased by the State, for which Vendor is obligated to provide maintenance service are, and in the future, will be, Year 2000 Compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following Jan 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century.

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), defects in the Product with regard to Year 2000 Compliance, if any, will be corrected by Vendor at Vendor's cost within a timeframe mutually agreed upon with the State. Vendor cannot be held responsible for errors resulting from devices or systems external to this contract which are permitted to directly access any database provided under this Agreement and overwrite Product date fields or from the users improper integration of non-Year 2000 Compliant systems. 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.

### YEAR 2000 REMEDY CLAUSE

In the event of any decrease in product 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.

## RESELLERS

All products bid under this bid/contract will be Year 2000 compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following Jan 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements by the State, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

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

GCB/dgh