



CITY OF DUBLIN

**CITY OF DUBLIN  
ADMINISTRATIVE ORDERS  
OF THE CITY MANAGER**

<b>ADMINISTRATIVE ORDER 4.5</b>
<b>TO:</b> All City Employees
<b>FROM:</b> Timothy C. Hansley, City Manager
<b>SUBJECT:</b> Year 2000 Readiness Contractual Provisions
<b>DATE:</b> July 24, 1998
<b>New Administrative Order</b>

**I. PURPOSE**

The purpose of this Administrative Order is to establish a policy requiring all contracts and bid specifications/documents to contain a clause regarding Year 2000 readiness.

**II. APPLICABILITY**

This policy applies to all contracts and bid specifications, whether for products or services.

**III. POLICY**

Effective immediately, all contracts and/or bid documents/specifications shall include the following provision to ensure that the products and/or services to be provided by vendors are Year 2000 ready:

Section Year 2000 Readiness.

The vendor warrants that the products and/or the services to be provided under this contract shall, when used in accordance with any documentation supplied therewith, be Year 2000 ready, as that term is defined below. The vendor further warrants that its own internal operational systems are Year 2000 ready, in other words, that there are no impediments to the vendor's providing product support services or other services to the City of Dublin.

Year 2000 ready means that the products or services shall be able to accurately and consistently process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000. The Year 2000 must be recognized as a leap year. Elements that contain dating information must specify the century to eliminate date ambiguity. If the contract requires that specific, listed products must perform as a system, then this warranty shall apply to those listed products as a system.

In the event of any breach of this warranty, the vendor shall restore the products and/or services to the same level of performance as warranted herein, or repair or replace the products and/or services with conforming products and/or services so as to minimize interruption of the City of Dublin's operations, **time being of the essence**, at the vendor's sole cost and expense. The City of Dublin may terminate this contract upon ten (10) days notice to the vendor if the vendor fails to cure any breach in a timely manner. Nothing in this warranty shall be construed to limit any rights or remedies the City of Dublin may otherwise have under this contract with respect to other defects besides Year 2000 ready performance.