

Sec. 4d-3-9. Contract guaranty

The contractor shall:

(a) Perform the contract in accordance with the specifications, terms and conditions under which the contract was awarded;

(b) Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee;

(c) Guarantee the products against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the state's option, replace the products;

(d) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises or equipment, to his own work or the work of other contractors;

(e) Warrant that each information technology personal property or each developed, modified or remediated information technology personal property delivered under the contract shall:

(1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;

(2) properly exchange date and time data when used in combination with other information systems; and information technology personal property; and

(3) perform as a system, if so stipulated in the contract, and the warranty shall apply to those items as a system;

(f) With respect to contracts for the provision of services, pay for all permits, licenses and fees, give all required or appropriate notices and comply with all applicable federal, state and/or municipal laws or regulations;

(g) Carry proper insurance to protect the state from loss;

(h) Contractual provisions ensuring the confidentiality of public records or files that the contractor has access to and are exempt from disclosure under the state's Freedom of Information Act or other applicable law. The contractual provisions shall include civil sanctions for the unauthorized disclosure of such records or files. Any contractor and its employees, agents, officers, directors, partners and authorized representatives shall be treated as state employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures; and

(i) Neither disclaim nor modify the implied warranties of merchantability and fitness for a particular purpose.

(Adopted effective August 9, 2004)