

**3.2 Warranty for Hardware.** Contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications. The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable Contract. If the hardware does not function as warranted during the warranty period and Contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, State may return it to Contractor for a full refund.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

These warranties are State’s exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

**4. COSTS AND COMMISSION**

**4.1 Costs.** The costs and expenses of providing the Services, including but not limited to installation charges, materials and labor costs, shall be the sole responsibility of the Contractor and shall not be charged to State except as otherwise expressly provided for.

**4.2 Commission.** Contractor shall pay to State, commissions in connection with the telephone usage at each Facility. Monthly Commission payments of twenty-three thousand dollars (\$23,000). Contractor shall be responsible for maintaining records sufficient to permit the proper determination of commissions due to State. Contractor shall send a statement to State setting forth the current commissions due to State.

**4.3 Rates.** MDOC understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariff’s and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

**Telephone Call Rate per minute \$0.143**

Base phone rate - \$.036/min

Location Based Services - \$.001/min

Argus Voice Biometrics - \$.002/min

Portable Cell Phone Detection - \$.002/min

ShawnTech Cell Phone Detection - \$.028/min (provides for 2 cell assessments per year. If phone minutes are below 6.7 million for the prior year, one will be provided)

Keefe Tablet Solution free with purchase of Edovo tablet solution\*

Edovo Tablet Solution (free to inmates to check out) - \$.074/min

**\* Keefe Song and Device Costs**

- Per Song Download is \$2.00/song
- Tablet Costs, for purchase by inmates, not the responsibility of the Department – 8GB = \$109.99 and 40GB = \$129.95

**30-minute video visitation \$4.50.**

**5. CONTRACTOR REGISTRATION (for construction)**

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered (39-9-401, MCA).

**6. PREVAILING WAGE REQUIREMENTS**

**6.1 Montana Resident Preference.** The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded