

Design & Integration by Tierney



Tierney has been in the business of helping our partners improve their communication and tell their unique stories for over forty years. The only way to accomplish this is to listen to our customers needs, provide consultation based on our experience, and deliver on our promise. We strive to be a valued and trusted partner to your organization, not simply a supplier.

On behalf of our entire team at Tierney, we truly appreciate the opportunity to work with you on delivering your vision and supporting you each step of the way. Our success is dependent on your success.

Robert T. Gag CEO





Thursday, September 05, 2019

City Of Blaine

Proposal for Audio-Visual Service RE: New Senior Center AV Build Out **Opportunity Number:** 23574

Scope of Integration Services

Summary of Work to be completed by Tierney Brothers, Inc. at **10801 Town Square Dr. Blaine, MN 55449.**

(Please initial if address is correct or provide correct address. _____)

Tierney Brothers Incorporated (TBI) is proposing AV systems for the new Senior Center in the City of Blaine This will include:

<u>A-Quote # 163401</u> <u>Vestibule 102</u>

Tierney Brothers will wall mount a 55" NEC LED display that will be used to display information to people as they enter the facility.

- A BrightSign Media Player will be supplied and installed. A mounting bracket will be supplied to mount the player behind the display.
- The City will use the included BrightAuthor Software to update and control content
- Tierney will provision the player, create a standard template for the city to use and train staff on using the BrightAuthor software.

Client Responsibilities

- Provide Quad 120V AC Outlet at display
- Provide Network Connection at the display

<u>B-Quote # 163957</u> Vestibule 103

Tierney Brothers will ceiling mount a 55" NEC LED display that will be used to display information to people as they enter the facility. Note Display must not be in a walkway area.

- A BrightSign Media Player will be supplied and installed. A mounting bracket will be supplied to mount the player behind the display.
- o The City will use the BrightAuthor Software to update and control content
- Tierney will provision the player, create a standard template for the city to use and train staff on using the BrightAuthor software.

Client Responsibilities

- Provide Quad 120V AC Outlet at display
- Provide Network Connection at the display



<u>C-Quote # 163663</u> Senior Center Lounge

TBI will wall mount a 65" LG LED display above the fire place in the Senior Center Lounge area. Source will be an OFE Cable TV / Satellite receiver mounted on a TBI provided shelf mounted under the display.

Client Responsibilities

- Provide Quad 120V AC Outlet at display
- Provide Cable or Satellite receiver at display

D-Quote #163694 Craft Room 123, Multipurpose Room 124 & Multipurpose Room 125

TBI will supply three (3) 65" Samsung LED displays which will be mounted on AVFI mobile carts to be used in the three rooms mentioned above. Each display and mobile cart will include a sound bar with mount for audio reinforcement. A shelf for each mobile cart to set devices on is included.

Sources will include OFE laptop computers or other HDMI devices. A 12' HDMI and a 15' Network cable will be provided for each display cart.

Client Responsibilities

- Provide 120V AC Outlet near display cart
- Provide network connection if needed near cart location

E-Quote # 163727 Multipurpose Rooms 106 A & B:

Multipurpose Rooms A & B will have the ability to act as one large meeting space as well as independently when the rooms are in divided mode.

Video Display Solution:

TBI will supply and wall mount an NEC 98" 4K / UHD LED display on the east wall of multipurpose room A. This display will act as the primary display for the space. TBI will supply a 65" Samsung LED display mounted on a mobile cart with accessory shelf. This display can be used stand-alone for laptop presentations or connected into the room system. Four (4) HDMI / AUX Audio wall plate connections will be installed (two on north wall and two on south wall) where the city can connect one or all the mobile displays into the system. Note that the same main presentation image will be shown on all displays. When the rooms are divided, the B room will use the 65" mobile cart display.



Sources will include an HDMI/Audio wall plate connection located near the wall mounted display located in Room A for OFE laptop and audio connectivity, a TBI provided Blu-ray / DVD /CD player and an OFE cable or Satellite TV receiver located in a TBI provided wall mounted equipment rack, location TBD.

Audio Solution

TBI will install a distributed audio solution throughout the space. A Biamp Digital Signal Processor (DSP) will be supplied, rack mounted and configured. Eighteen (18) JBL ceiling speakers will be used to amplify source (program, DVD or Cable/Satellite) audio as well as for voice lift within the space. Four (4) wireless microphones will be provided (two handheld & two lavalier style). Antenna distribution will be included. Each side will have the ability to use microphones as standalone rooms or all four microphones can be used when room is in combined mode. Auxiliary audio connections will be available at all five wall plate locations. Two (2) 10' audio breakout cable is supplied to interface music devices at the wall plates. Tierney will provide six (6) assisted listening devices that will be connected into the system. A Sound bar with mount will be included with the mobile cart.

Control

Tierney will provide a 7" wall mounted touch control system in the main presentation room A. System functionality will include:

- System on/off and room combine and divide (note that partition sensors will be in
 place to automate the divide / combine functions). The speakers will be muted in the B
 room when the room is divided. Note that the mobile cart will be controlled with its
 supplied remote control.
- Source / Input Selection
- Volume & Microphone controls
- Cable / Satellite guide/channel changing
- Interface for Blu-ray / DVD player Play, Pause, Stop, FFWD, REW, SFWD, SREV
- If desired, Tierney Brothers can integrate the system to the Cities VOIP system to make phone calls from the room. If this is needed, Tierney Brothers will provide a telephony interface on the control panel to allow for dialing out and answering calls. This is not included in the proposal at this time

Client Responsibilities

- Provide 120V AC Outlet near display carts
- Provide quad 120V AC outlet at the main LED display
- Provide $\frac{3}{4}$ " plywood backing for 98" display and wall mounted equipment rack
- Provide network connection if needed near cart locations and at the equipment rack (if necessary)
- Provide wire pathways from display and display interface locations to the equipment rack and from equipment rack to the ceiling

F-Quote # 163828 Sound Masking / Paging System

TBI will design, supply, install and configure a Cambridge Sound Masking, paging and background music system. The sound masking, paging and music system will cover all hallway areas, the multipurpose



rooms, the senior Center Lounge and the craft room. Sound masking speakers will be installed in these areas in four zones (Multi-Purpose Rooms106 A & B (1 Zone), Senior Center lounge area (1 Zone), Multi-Purpose 124, 125 & Craft Rooms (1 Zone) and hallway / circulation (1 Zone)). A sound masking processor will be provided and installed in a central IT room. Paging will be done as an all call function to these zones through the OFE phone system. Note that an audio output is required from the OFE system.

Background music through the paging / sound masking speakers will be available and divided into the four (4) zones. Music source will be provided by client and is OFE.

Client Responsibilities

- Provide network rack space near phone system head end and AC power
- Provide wire pathways from head end to all speaker zones
- Provide source for background music
- OFE phone system must have an auxiliary audio output

Note that Sound Masking testing will be done before or after business hours

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By: Sales Representative - Mike Chapley Systems Engineer - Tom Tautges

(Please initial to acknowledge and authorize the Scope of Integration Services presented here. _____)



Bill To

Accounts Payable City of Blaine 10801 Town Square Drive NE Blaine MN 55449 Ship To

Kelly Karas City Of Blaine 10801 Town Square Dr. Blaine MN 55449

Memo:	
A - Vestibule	102

Expires 12/4/2019	Sales Rep 592 Mike Cha	apley	Contract MNS-CPV 152129			Terms Net 30		
Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	A - New Senior Center AV Build Out - Vestibule 102							
	Video Equipment							
1	55LV340C LG 55LV340C - 55" Class (54.9" viewable) - LV340C series LED TV - digital signage / hospitality - 1080p (Full HD) - edge-lit	LG	\$780.35	\$780.35	\$690.58	\$690.58	13%	Display Monitors
1	MTM1U Medium Fusion Micro-Adjustable Tilt Wall Mount	Chief	\$130.11	\$130.11	\$115.14	\$115.14	13%	Mounting Hardware
1	FCA110 FCA110 Fusion CAT5/Surge/CPU Adapter	Chief	\$14.30	\$14.30	\$12.66	\$12.66	13%	Mounting Hardware
	Networked Player XD234 With SD Card Included (Required)							
1	XD234 H.265, True 4K, dual video decode, advanced HTML5 player with standard I/O package	BrightSign	\$330.53	\$330.53	\$292.50	\$292.50	13%	Display Monitors
1	uSDHC-16C10-1 BrightSign approved 16GB class 10 MicroSD card. Compatible with LS423, HD223, HD1023, XD233, XD1033, XT243 & XT1143 players.	BrightSign	\$21.19	\$21.19	\$18.75	\$18.75	13%	Display Monitors
1	Minnesota State Contract - Digital Signage Training Service One year of Bright Sign Network Digital Signage Software license. License includes all software features and access to content management web portal, future updates, User accounts, provisioning of players on Bright Sign Network, and technical support and training. Template creation not included.		\$519.00	\$519.00				



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Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	Custom Package of Cables, Connectors and Hardware							
1	MHD18G-3PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	Comprehensi ve	\$13.63	\$13.63	\$12.06	\$12.06	13%	Cabling
1	CAT6-5BLK Cat6 550 Mhz Snagless Patch Cable 5ft Black	Comprehensi ve	\$2.29	\$2.29	\$2.03	\$2.03	13%	Cabling
1	Minnesota State Contract - Associated Hardware		\$150.00	\$150.00				
2	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$240.00				
3	Minnesota State Contract - Project Management		\$90.00	\$270.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
4	Minnesota State Contract - On-Site Installation		\$90.00	\$360.00				
1	Minnesota State Contract - Programming and Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$120.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$299.00	\$299.00				

Subtotal	\$3,430.40
Tax (0%)	\$0.00
Shipping Cost	\$150.30
Total	\$3,580.70





To accept this quotation, sign here : ____

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

- Standard Times for Delivery from Receipt of PO*: Stocked Product Equipment Only Sales Three to Five Business Days Non-Stocked Product Equipment Only Sales Ten to 14 Business Days Integration Projects Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.

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B - Vestibule 103

Expires 12/4/2019			Sales RepContract592 Mike ChapleyMNS-CPV 152129			Terms Net 30		
Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	B - New Senior Center AV Build Out - Vestibule 103							
	Video Equipment							
1	55LV340C LG 55LV340C - 55" Class (54.9" viewable) - LV340C series LED TV - digital signage / hospitality - 1080p (Full HD) - edge-lit	LG	\$780.35	\$780.35	\$690.58	\$690.58	13%	Display Monitors
1	MCM1U SINGLE CEILING MOUNT, MEDIUM, BLACK	Chief	\$181.64	\$181.64	\$160.74	\$160.74	13%	Mounting Hardware
1	CMS0203W ADJ. PIPE 24" TO 36"	Chief	\$95.33	\$95.33	\$84.36	\$84.36	13%	Mounting Hardware
1	CMA-115 Ceiling Plate 6 X 6" w/1.5" Threads	Chief	\$36.72	\$36.72	\$32.49	\$32.49	13%	Mounting Hardware
1	CMA640W SHIELD RING, WHITE	Chief	\$9.67	\$9.67	\$8.55	\$8.55	13%	Mounting Hardware
1	FCA520 UNIVERSAL CLAMP ACCESSORY	Chief	\$30.27	\$30.27	\$26.79	\$26.79	13%	Mounting Hardware
	Networked Player XD234 With SD Card Included (Required)							
1	XD234 H.265, True 4K, dual video decode, advanced HTML5 player with standard I/O package	BrightSign	\$330.53	\$330.53	\$292.50	\$292.50	13%	Display Monitors
1	uSDHC-16C10-1 BrightSign approved 16GB class 10 MicroSD card. Compatible with LS423, HD223, HD1023, XD233, XD1033, XT243 & XT1143 players.	BrightSign	\$21.19	\$21.19	\$18.75	\$18.75	13%	Display Monitors



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#163957



Quote

#163957

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	Minnesota State Contract - Digital Signage Training Service One year of Bright Sign Network Digital Signage Software license. License includes all software features and access to content management web portal, future updates, User accounts, provisioning of players on Bright Sign Network, and technical support and training. Template creation is included. Custom Package of Cables, Connectors and		\$1,339.00	\$1,339.00				
	Hardware							
1	MHD18G-3PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	Comprehensi ve	\$13.63	\$13.63	\$12.06	\$12.06	13%	Cabling
1	CAT6-5BLK Cat6 550 Mhz Snagless Patch Cable 5ft Black	Comprehensi ve	\$2.29	\$2.29	\$2.03	\$2.03	13%	Cabling
1	Minnesota State Contract - Associated Hardware		\$150.00	\$150.00				
2	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$240.00				
3	Minnesota State Contract - Project Management		\$90.00	\$270.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
7	Minnesota State Contract - On-Site Installation		\$90.00	\$630.00				
1	Minnesota State Contract - Programming and Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$120.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$599.00	\$599.00				





#163957

9/5/2019

Subtotal	\$5,029.62
Tax (0%)	\$0.00
Shipping Cost	\$155.53
Total	\$5,185.15

To accept this quotation, sign here : ____

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Standard Times for Delivery from Receipt of PO*: • Stocked Product Equipment Only Sales – Three to Five Business Days • Non-Stocked Product Equipment Only Sales – Ten to 14 Business Days

• Integration Projects – Two to Eight Weeks

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Kelly Karas City Of Blaine 10801 Town Square Dr. Blaine MN 55449

Memo:	
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C - Senior Center Lounge

Expires 12/4/2019	Sales Rep 592 Mike Cha	pley	Cont MNS	ract S-CPV 15212	9	Terms Net 30		
Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	C - Senior Center Lounge							
	Video Equipment							
1	65UT640S0UA 65IN LCD TV 4K UHD TAA SMRT WLS HDMI 3YR	LG	\$1,024.12	\$1,024.12	\$906.30	\$906.30	13%	Display Monitors
1	LTM1U Large Fusion Micro-Adjustable Tilt Wall Mount	Chief	\$199.55	\$199.55	\$176.59	\$176.59	13%	Mounting Hardware
1	FCA801 Fusion 14" Above/Below Shelf for Large Displays	Chief	\$80.51	\$80.51	\$71.25	\$71.25	13%	Mounting Hardware
	Owner Furnished Product - Cable or Satillite TV Receiver							
	Custom Package of Cables, Connectors and Hardware							
1	MHD18G-6PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 6ft	Comprehensi ve	\$18.81	\$18.81	\$16.65	\$16.65	13%	Cabling
1	Minnesota State Contract - Associated Hardware		\$150.00	\$150.00				
2	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$240.00				
1	Minnesota State Contract - Project Management		\$90.00	\$90.00				



Quote

#163663



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#163663

9/5/2019

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424 www.tierneybrothers.com

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
3	Minnesota State Contract - On-Site Installation		\$90.00	\$270.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$299.00	\$299.00				
					9	Subtotal		\$2,551.99
					٦	Гах (0%)		\$0.00
					Shipp	ing Cost		\$144.97
						Total		\$2,696.96

To accept this quotation, sign here : ___

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• Integration Projects – Two to Eight Weeks

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Bill To

Accounts Payable City of Blaine 10801 Town Square Drive NE Blaine MN 55449 Ship To

Kelly Karas City Of Blaine 10801 Town Square Dr. Blaine MN 55449

D - RMS 123,124 & 125

Expires Sales Re 12/4/2019 592 Mik		apley	Cont MNS	ract G-CPV 15212	9	Terms Net 30		
Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	D - Craft Room 123, MP Rooms 124 & 125							
	Video Equipment							
3	Integration Item QM65R 65IN COMMERCIAL 4K UHD LED MNTR LCD DISPLAY 500 NIT	Samsung	\$1,791.60	\$5,374.80	\$1,585.49	\$4,756.47	13%	Video Products
3	Integration Item PM-S-FL Heavy Duty Floor Mobile Mount w/ Shelf, Heavy Duty Casters, Monitor and Camera Mount	AVFI	\$812.47	\$2,437.41	\$719.00	\$2,157.00	13%	Mounting Hardware
3	AMP37 Amplitude™ Soundbar	Hamilton Buhl	\$111.87	\$335.61	\$99.00	\$297.00	13%	Audio Products
3	SA405-B1 Soundbar Speaker Mount for soundbars up to 15 lbs / 6.8 kg	Sanus	\$48.58	\$145.74	\$42.99	\$128.97	13%	Mounting Hardware
	Custom Package of Cables, Connectors and Hardware							
3	MHD18G-12PROBLKA MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 12ft	Comprehensi ve	\$36.57	\$109.71	\$32.36	\$97.08	13%	Cabling
3	CAT5E-ASY-14BLK CAT5e 350 MHz Assembly Cable Black 14ft.	Comprehensi ve	\$3.86	\$11.58	\$3.42	\$10.26	13%	Cabling
1	Minnesota State Contract - Associated Hardware		\$350.00	\$350.00				
2	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$240.00				1-52



Quote

#163694



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#163694

9/5/2019

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424 www.tierneybrothers.com

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
6	Minnesota State Contract - Project Management		\$90.00	\$540.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
12	Minnesota State Contract - On-Site Installation		\$90.00	\$1,080.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$899.00	\$899.00				
			•	•	9	Subtotal	:	\$11,703.85
					Ţ	Гах (0%)		\$0.00
					Shipp	ing Cost		\$463.49
						Total	:	\$12,167.34

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- Integration Projects Two to Eight Weeks

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Kelly Karas City Of Blaine 10801 Town Square Dr. Blaine MN 55449

Memo:

E - Multipurpose 106 A & B

Expires 12/4/2019	Sales Rep 592 Mike Cha	apley MNS-CPV		ract S-CPV 15212	9	Terms Net 30		
Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	E - Multipurpose 106 A & B							
	Video Equipment							
1	C981Q MultiSync C981Q - 98" Slim LED LCD Public Display Monitor, 3840 x 2160 (4K / UHD), 350 cd/ m2, Anti Glare screen, HDMI In x3, DisplayPort x2 / out, OPS and RPi Slot Capable, Local Dimming	NEC	\$8,017.76	\$8,017.76	\$7,095.36	\$7,095.36	13%	Display Monitors
1	XSM1U X-Large Fusion Micro-Adjustable Fixed Wall Display Mount	Chief	\$180.99	\$180.99	\$160.17	\$160.17	13%	Mounting Hardware
1	Integration Item QM65R 65IN COMMERCIAL 4K UHD LED MNTR LCD DISPLAY 500 NIT	Samsung	\$1,791.60	\$1,791.60	\$1,585.49	\$1,585.49	13%	Video Products
1	Integration Item PM-S-FL Heavy Duty Floor Mobile Mount w/ Shelf, Heavy Duty Casters, Monitor and Camera Mount	AVFI	\$812.47	\$812.47	\$719.00	\$719.00	13%	Mounting Hardware
1	60-1457-02 IN1604 Four Input HDCP-Compliant Scaler	Extron	\$1,124.35	\$1,124.35	\$995.00	\$995.00	13%	Cabling
1	60-1438-01 HDMI to Eight Output DTP DA	Extron	\$1,802.35	\$1,802.35	\$1,595.00	\$1,595.00	13%	Cabling
1	60-1421-13 HDMI Decora Tx, White - 230 feet	Extron	\$333.35	\$333.35	\$295.00	\$295.00	13%	Cabling
2	60-1271-13 HDMI Twisted Pair Extender - Rx	Extron	\$265.55	\$531.10	\$235.00	\$470.00	13%	Cabling
	Owner Furnished Product - Cable or Satelitte Receiver, Laptop							



Quote

#163727



#163727

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	Integration Item DN-500BDMKII Blu-ray, DVD & CD/SD/USB Player	Denon	\$395.50	\$395.50	\$350.00	\$350.00	13%	Video Products
4	60-1531-13 DTP R HWP 4K 231 D DTP Receiver for HDMI - Decora Wallplate White - 230 feet	Extron	\$389.85	\$1,559.40	\$345.00	\$1,380.00	13%	Control Systems
	Custom Package -Grommet Plates, Four(4) Decora white Plate w/ 3.5 Aux Audio Input							
4	Integration Item Tierne-WQ577568 Decora White Plate w/ 3.5 Aux Audio Input Jacks	Liberty	\$15.15	\$60.60	\$13.41	\$53.64	13%	Video Products
4	WP-DEC2-WH Keystone Decorator Style 2 gang smooth faceplate	Liberty	\$1.21	\$4.84	\$1.07	\$4.28	13%	Cabling
2	PCG1960EPCL 1 Gang Plate1" Oval Hole TBI Logo	Liberty	\$13.53	\$27.06	\$11.97	\$23.94	13%	Control Systems
	Audio Equipment							
1	TesiraFORTE AVB VT TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 of AVB, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and standard FXO telephone interface	Biamp	\$2,258.87	\$2,258.87	\$1,999.00	\$1,999.00	13%	Audio Products
2	SLX14/85-G4 WL UHF Frequency Agile Mic Sys Lavalier	Shure	\$526.58	\$1,053.16	\$466.00	\$932.00	13%	Audio Products
2	SLX24/SM58-G4 SLX24/SM58 Wireless Microphone System with SLX2/SM58 Handheld Mic/Transmitter G4 Freq	Shure	\$480.25	\$960.50	\$425.00	\$850.00	13%	Audio Products
1	UA844+SWB/LC ANTENNA SLX & ULX 470-952 MHz, NO BNC Antenna Distribution System for use with BLX4R, 470-952 MHz (Excludes antenna cables and locking power cables)	Shure	\$371.77	\$371.77	\$329.00	\$329.00	13%	Audio Products
2	PA725 10' Coaxial Cable (RG-58/U) with BNC Connectors	Shure	\$18.08	\$36.16	\$16.00	\$32.00	13%	Audio Products
2	UA505 Mnt Bracket/Bnc Adapter for Remote Antenna	Shure	\$28.25	\$56.50	\$25.00	\$50.00	13%	Audio Products





Quote

#163727

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
2	UA8-470-530 1/2 Wave Omnidirectional Antenna for UR4S+, UR4D+, ULXS4, ULXP4 Receivers, P9T Transmitter, (470-530 MH2)	Shure	\$23.73	\$47.46	\$21.00	\$42.00	13%	Audio Products
1	60-883-02 XPA 2002 Two Channel Amplifier - 200 Watts Per Channel	Extron	\$728.85	\$728.85	\$645.00	\$645.00	13%	Audio Products
18	CONTROL 26CT 6.5" Ceiling Loud Speaker Transducer Assembly - Includes a multi-tap transformer for a 70V or 100V line distribution system - White	JBL	\$133.13	\$2,396.34	\$117.81	\$2,120.58	13%	Audio Products
1	AMP37 Amplitude™ Soundbar	Hamilton Buhl	\$111.87	\$111.87	\$99.00	\$99.00	13%	Audio Products
1	SA405-B1 Soundbar Speaker Mount for soundbars up to 15 lbs / 6.8 kg	Sanus	\$48.58	\$48.58	\$42.99	\$42.99	13%	Audio Products
	Control System							
1	Integration Item 60-1394-02 TLP PRO 720M Wall Mount TouchLink PRO Touchpanel	Extron	\$1,124.35	\$1,124.35	\$995.00	\$995.00	13%	Control Systems
1	60-1417-01 IP Link Pro Control Processor	Extron	\$1,124.35	\$1,124.35	\$995.00	\$995.00	13%	Control Systems
1	AMS-1208P Luxul AV Series 12Port/8PoE+ Giga Switch	Luxul	\$311.88	\$311.88	\$276.19	\$276.19	13%	Control Systems
1	283D 283D Blink Ir Mouse Emitter	Xantech	\$11.78	\$11.78	\$10.43	\$10.43	13%	Control Systems
1	60-1705-03 ECM S10 - Partition Sensor Set	Extron	\$536.75	\$536.75	\$475.00	\$475.00	13%	Control Systems
	Furniture/Rack Solution							
1	Integration Item DWR-21-17PD 21SP/17D WALLRACK W/PLEXI Door	Middle Atlantic	\$691.33	\$691.33	\$611.80	\$611.80	13%	Video Products
	Custom Package of Equipment Rack Accessories							
1	DWR-RR21 21SP REAR RL KIT DWR/EWR	Middle Atlantic	\$40.02	\$40.02	\$35.42	\$35.42	13%	Video Products





Quote

#163727

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	PD-815SC Slim Power Strip, 8 Outlet, 15A, Basic Surge	Middle Atlantic	\$77.45	\$77.45	\$68.54	\$68.54	13%	Video Products
1	PD-915R-SP Rackmount Power, 9 Outlet, 15A, Series Surge	Middle Atlantic	\$368.54	\$368.54	\$326.14	\$326.14	13%	Video Products
1	TW12 Middle Atlantic TW12 8" Cable Management Straps, 12Pack	Middle Atlantic	\$9.88	\$9.88	\$8.74	\$8.74	13%	Video Products
1	DWR-FK17 Fan Kit (for 17" D DWR Racks)	Middle Atlantic	\$109.16	\$109.16	\$96.60	\$96.60	13%	Video Products
1	D2 2RU 3.5" Rack Drawer Black Brushed Mid- Atlantic	Middle Atlantic	\$116.96	\$116.96	\$103.50	\$103.50	13%	Video Products
1	VT1 VT1 1-Space Vent Panel -1 3/4"	Middle Atlantic	\$10.92	\$10.92	\$9.66	\$9.66	13%	Video Products
4	EB1 Rack Blank Panel 1Ru,1.75" Black, Mid Atlantic	Middle Atlantic	\$6.24	\$24.96	\$5.52	\$22.08	13%	Video Products
1	HP-Screws HP Box of 100 PCS 10-32 Screws Black	Middle Atlantic	\$16.64	\$16.64	\$14.72	\$14.72	13%	Video Products
1	LBP-1A "L" SHAPED LACING BAR, 10 PC. PACK	Middle Atlantic	\$25.47	\$25.47	\$22.54	\$22.54	13%	Video Products
1	IRUR1 Rack Header-Image Series1 Rack-Logo	Liberty	\$15.80	\$15.80	\$13.98	\$13.98	13%	Video Products
	Custom Package of Cables, Connectors and Hardware							
2	MHD18G-9PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 9ft	Comprehensi ve	\$24.06	\$48.12	\$21.29	\$42.58	13%	Cabling
2	MHD18G-18INPROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	Comprehensi ve	\$10.02	\$20.04	\$8.87	\$17.74	13%	Cabling
3	MHD18G-3PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	Comprehensi ve	\$13.63	\$40.89	\$12.06	\$36.18	13%	Cabling
500	24-4P-P-L6SH-BLK Black Category 6 F/UTP EN series 23 AWG 4 pair shielded cable Reel	Liberty	\$0.60	\$300.00	\$0.535	\$267.50	12%	Cabling
15	RJ45-STP-L6 Category 6 shielded 8P8C RJ45 Plug with 360 degree shielding Package	Liberty	\$3.78	\$56.70	\$3.34	\$50.10	13%	Cabling





Quote

#163727

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
150	24-4P-L5-EN-BLK Black Category 5e U/UTP EN Series 24 AWG 4 Pair Unshielded Cable Reel	Liberty	\$0.10	\$15.00	\$0.09	\$13.50	11%	Cabling
5	10005USOP Clear Liberty Category 5e one-piece crimp RJ45 plug (bought in packs of 100, sold individually)	Liberty	\$0.30	\$1.50	\$0.27	\$1.35	11%	Cabling
4	CAT6-3BLK Cat6 550 Mhz Snagless Patch Cable 3ft Black	Comprehensi ve	\$1.83	\$7.32	\$1.62	\$6.48	13%	Cabling
2	CAT6-5BLK Cat6 550 Mhz Snagless Patch Cable 5ft Black	Comprehensi ve	\$2.29	\$4.58	\$2.03	\$4.06	13%	Cabling
600	18-2C-P-BLK 18/02C STR BC CL3P Plenum Control Cable Black	Liberty	\$0.13	\$78.00	\$0.12	\$72.00	8%	Cabling
350	22-2C-PSH-BLK Black Audio and control 22 AWG 1 pair shielded plenum	Liberty	\$0.11	\$38.50	\$0.10	\$35.00	10%	Cabling
4	NC3FXX Neutrik NC3FXX 3 Pin Female XLR Nickel/Silver	Neutrik	\$2.80	\$11.20	\$2.48	\$9.92	13%	Cabling
2	MPS-MPS-6ST Standard Series 3.5mm Stereo Mini Plug to Plug Audio Cable 6ft	Comprehensi ve	\$1.78	\$3.56	\$1.58	\$3.16	13%	Cabling
1	Minnesota State Contract - Associated Hardware		\$350.00	\$350.00				
10	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$1,200.00				
33	Minnesota State Contract - Project Management		\$90.00	\$2,970.00				
14	Minnesota State Contract - In-House Installation		\$90.00	\$1,260.00				
47	Minnesota State Contract - On-Site Installation		\$90.00	\$4,230.00				
30	Minnesota State Contract - Programming and Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$3,600.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$1,299.00	\$1,299.00				





#163727

9/5/2019

Subtotal	\$44,862.08
Tax (0%)	\$0.00
Shipping Cost	\$923.81
Total	\$45,785.89

To accept this quotation, sign here : ____

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO*: • Stocked Product Equipment Only Sales – Three to Five Business Days • Non-Stocked Product Equipment Only Sales – Ten to 14 Business Days

• Integration Projects – Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.





Quote

#163828

9/5/2019

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424 www.tierneybrothers.com

Bill To

Accounts Payable City of Blaine 10801 Town Square Drive NE Blaine MN 55449 **Ship To** Kelly Karas City Of Blaine 10801 Town Square Dr. Blaine MN 55449

Memo:

F - Sound masking, Music & Paging

Expires 12/4/2019	Sales Rep 592 Mike Chapley		Contract MNS-CPV 152129		Terms Net 30			
Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	F - Sound masking, Music & Paging							
1	QT600 Qt PRO, 6- zone control module for up to 720 emitters	Cambridge Sound	\$1,847.78	\$1,847.78	\$1,635.20	\$1,635.20	13%	
1	RM-QT Rack mount bracket for the Qt 200 / 300 / 600 control module	Cambridge Sound	\$22.54	\$22.54	\$19.95	\$19.95	13%	
29	E-P-W-16-4 White Active Emitters 4 pack with 4 pack of 16' Cat-3 Cables	Cambridge Sound	\$290.30	\$8,418.70	\$256.90	\$7,450.10	13%	
4	PI-AE Active Emitter Power Injector	Cambridge Sound	\$83.06	\$332.24	\$73.50	\$294.00	13%	
2	PS-AE-3 Power Supply Active Emitters	Cambridge Sound	\$332.22	\$664.44	\$294.00	\$588.00	13%	
1	Integration Item DRAWINGS Layout and Wiring Diagram	Cambridge Sound	\$113.00	\$113.00	\$100.00	\$100.00	13%	
	Custom Package of Cables, Connectors and Hardware							
500	24-4P-PL5-EN-BLK Plenum CAT5 1000ft per reel Black	Liberty	\$0.19	\$95.00	\$0.169	\$84.50	12%	
10	10005USOP Clear Liberty Category 5e one-piece crimp RJ45 plug (bought in packs of 100, sold individually)	Liberty	\$0.58	\$5.80	\$0.27	\$2.70	115%	
1	Minnesota State Contract - Associated Hardware		\$350.00	\$350.00				





#163828

9/5/2019

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
2	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$240.00				
20	Minnesota State Contract - Project Management		\$90.00	\$1,800.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
71	Minnesota State Contract - On-Site Installation		\$90.00	\$6,390.00				
6	Minnesota State Contract - Programming and Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$720.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$899.00	\$899.00				

Subtotal	\$22,078.50
Tax (0%)	\$0.00
Shipping Cost	\$299.99
Total	\$22,378.49

To accept this quotation, sign here : ___

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO*:

Stocked Product Equipment Only Sales – Three to Five Business Days
 Non-Stocked Product Equipment Only Sales – Ten to 14 Business Days

• Integration Projects – Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.







Tierney Brothers One Year On-site Warranty Coverage Program Designed for: City Of Blaine

Terms and Conditions

Tierney Brothers, Inc. warrants the installation you have purchased from Tierney Brothers, Inc. from defects in materials and workmanship, under normal use, during the One Year Warranty period. Normal use is defined as operating the system within its designed specifications. The warranty period commences on the date of customer signoff, at the completion of the install by Tierney Brothers, Inc.

During the warranty period, Tierney Brothers, Inc. will first work to resolve any problems by troubleshooting over the phone. If Tierney Brothers, Inc. Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24 - 48 hours of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). If service is required after the One Year Warranty period has expired, the customer will be billed at Tierney Brothers, Inc. current labor rates. If the customer has purchased a Tierney Brothers, Inc. Extended Maintenance Agreement, that will commence at the end of the One Year Warranty. If you would like additional information regarding Tierney Brothers, Inc. Extended Maintenance Agreements, please contact your Tierney Brothers, Inc. Sales Representative at 612-331-5500.

Obtaining Warranty Service

To obtain warranty service, you must contact a Tierney Brothers, Inc. Support Specialist at 612-331-5500 or by email at support@tierneybrothers.com. The model and serial number on failed equipment may be required when requesting warranty service (if applicable). The customer will be required to describe the nature of the failure, and may be required to perform other failure identification or isolation activities while working with the Support Specialist over the phone. An on-site visit will be performed only if it is deemed by Tierney Brothers, Inc. Support Specialists that the issue can't be resolved over the phone.

Limitations of coverage

The following items are excluded from coverage under the warranty:

a. Equipment that has been removed or reinstalled in a different location

b. Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.

c. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.

d. One Year Onsite Warranty covers all hardware related failures, network or software related failures are not covered under Tierney Brothers, Inc. One Year Onsite Warranty.

e. Operational or mechanical failure which is not reported prior to expiration of this contract.

f. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

g. Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.

h. Existing Owner Furnished equipment.

i. Lift and Scaffolding rental is not included.

This maintenance contract refers to: New Senior Center AV Build Out 23574

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature:

Date: _____

Plan Type:_____





City Of Blaine New Senior Center AV Build Out 23574

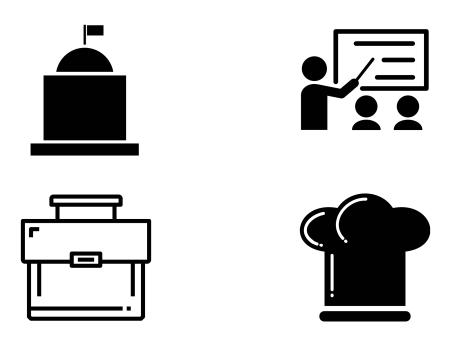
Proposal Summary

Please Check the Quotes Intended for Purchase Order

<u> A - New Senior Center AV Build Out - Vestibule 102</u>		
State Contract Total:	¢	3,580.70
Non Contract Total:	\$ \$	-
Proposal Total:	\$	3,580.70
P. New Center AV Build Out Vestibule 102		
<u>B - New Senior Center AV Build Out - Vestibule 103</u> State Contract Total:	¢	F 10F 1F
Non Contract Total:	\$ \$	5,185.15
		-
Proposal Total:	\$	5,185.15
<u>C - Senior Center Lounge</u>		
State Contract Total:	\$	2,696.96
Non Contract Total:	\$ \$	
Proposal Total:	\$	2,696.96
<u>D - Craft Room 123, MP Rooms 124 & 125</u>		
State Contract Total:	\$	12,167.34
Non Contract Total:	\$	-
Proposal Total:	\$	12,167.34
<u>E - Multipurpose 106 A & B</u>		
State Contract Total:	\$	45,785.89
Non Contract Total:	\$	-
Proposal Total:	\$	45,785.89
<u>F - Sound masking, Music & Paging</u>		
State Contract Total:	\$	22,378.49
Non Contract Total:	\$ \$	
Proposal Total:	\$	22,378.49
Project Total:	\$	91,794.53

PROJECT PROPOSAL CONTENTS

SECTION 1	BECOMING YOUR PARTNER
SECTION 2	WE DESIGN YOUR WORLD
SECTION 3	SIMPLE FACTS ABOUT US
SECTION 4	STEP BY STEP
SECTION 5	HELLO WE WOULD LOVE TO MEET
SECTION 6	PROJECTS
SECTION 7	TERMS & CONDITIONS
SECTION 8	ACCEPTANCE OF QUOTE



our MISSION

Provide our customers with the most suitable, reliable and advanced interactive solutions to inspire collaboration and improve performance.

BECOMING YOUR PARTNER

IT'S WHAT WE ARE HERE FOR

Our years of experience across all vertical markets has developed our insights into trends, best practices, and best in class solutions for your technology initiatives.



Our goal is to be a trust partner, viewed as an experienced and valuable member of your team.

WHY WORK WITH AN INTEGRATOR

STRATEGY

- Consultation with your team to determine vision
- Establish your organizations design standards
- Create a solution that is scalable and forward thinking

DESIGN

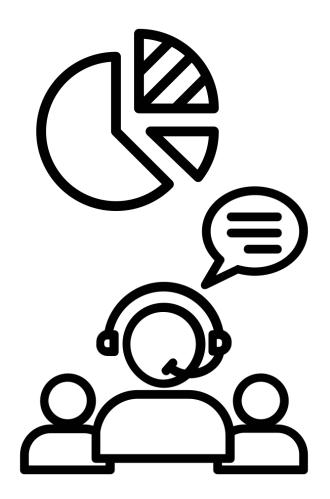
- We employ industry certified design engineers
- The design engineer is part of your team, working with your Account Executive
- A solution based on your desired scope will be created using industry leading manufacturers and practices

INTEGRATION

- Our teams of industry and state certified installers will ensure a professional installation
- A dedicated project manager will be assigned to your project to oversee the implementation from start to finish
- Upon completion of the project you will receive a full set of schematic drawings and any programming source code that was used

TECH SUPPORT

- Tierney provides unrivaled support with our easy to access helpdesk
- We utilize industry leading software to manage our service and support
- Our dedicated service team is the largest in the market and maintains their industry certifications to enable quick resolution to any service needs



We are driven by creating experiences that deliver results for your business, your employees, or your students.

2 | WE DESIGN YOUR WORLD

... WITH BEST PRACTICES IN MIND

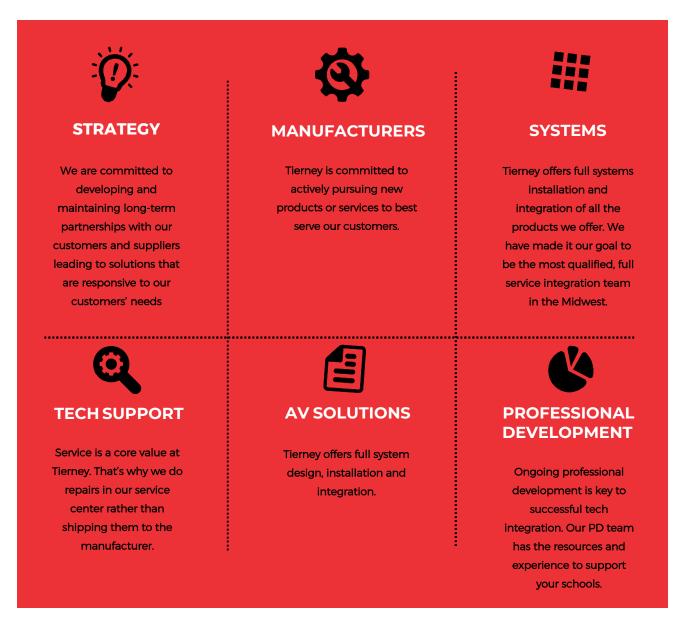
INTEGRATION IS OUR PLAYGROUND

Tierney's vast years of experience designing technology solutions for every market has shaped our award winning design philosophy. We use industry leading manufacturers and design with the future in mind. We listen to your current needs and design a system that allows for growth to the next logical step in your users technology growth. We also design to keep the user experience consistent from room to room and location to location.

SHORT PRESENTATION OF OUR SERVICES

And we can do more!

As a true collaborative partner to you and your organization, we not only work hard to understand your needs but also to change with you and develop services that can help fill gaps with in your organization.





We are driven by creating experiences that deliver results for your business, your employees, or your students.

SIMPLE FACTS ABOUT US

WE ARE FULLY CAPABLE OF HANDLING YOUR NEEDS



Whether we are designing a small huddle space in your local office, a classroom or learning environment, or designing your new corporate headquarters somewhere around the country, we have you covered. From sales and design to implementation and ongoing support, our team of 150+ professionals value your partnership and work diligently to maintain your trust.

OUR COMPANY IN NUMBERS



wonderful people working as a team



beautiful years of achievements



successful projects completed



AVIXA Certification AV Provider of Excellence

AV Provider of Excellence

WINNER / 2017 & 2016 BEST A/V Company TCB Magazine

.....

WINNER / 2018 FAST 50 AWARD Twin Cities Business Journal

tierneybrothers.com

THE PROCESS

STEP BY STEP

FROM START TO FINISH, WE TAKE YOUR IDEAS AND TURN THEM INTO REALITY

OUR APPROACH

Nobody knows your business better than you. You have goals and a vision, and our role is to listen, consult, and make that vision come to life.

Tierney has over forty years experience to draw from in the technology space. We pride ourselves on our comprehensive approach to make sure that we have taken all of the "unknowns" into account.

WHAT IS IMPORTANT

- > Budget
- > Timeline
- How do you currently work vs. how you would like to work
- > Reliability and ease of use

NECESARY STEPS TO PERFECTION

This walk we will do together!



5 HELLO! WE WOULD LOVE TO MEET



For those of you that we have had the opportunity of working with in the past, THANK YOU for your partnership and trust in us. Our entire organization is grateful.

For those of you that are new to Tierney and considering us as a technology partner moving forward, we appreciate the opportunity and invite you to come and meet our wonderful team. Our new offices are a working showroom of some of the latest technologies being installed today, from conferencing to digital communications, interactive to collaborative, and much more.

The following page is a snapshot of "your team", some of the folks that have been engaged on your project thus far.

THE BEST IN THEIR BRANCH

You will be amazed

MIKE CHAPLEY



SALES REP

Industry certified with experience in technology consultation to help you navigate your technology initiative.

ALYSSA MEIERBACHTOL



SALES COORDINATOR

Experienced SC providing a single point of contact for client communication in regards to purchase orders, invoices, deliveries, and project schedules.

DARRICK KNUTSON



ENGINEER

Industry certified with 13 years of audio visual design experience. Providing highly reliable system designs with thoughtful functionality in mind.

*A dedicated engineer will be assigned to your specific project

SEVILLA ANDERSON



TECH SUPPORT

Industry certified with three years of providing our clients ongoing support of any service, warranty, or preventative maintenance support they may need.

TRENT FETTIG



PROJECTMANAGER

Industry certified with 13 years of experience in site preparation, scheduling, communication, and change management.

*A dedicated project manager will be assigned to your specific project

KYLEEN DONAHUE



DIGITALSIGNAGE

Industry certified with 17 years of technology experience relating to hardware, software, content creation, deployment, and consultation as needed for your digital communication. PROJECTS

6 PROJECTS SOME OF OUR INSPIRED PROJECTS



Factory Motor Parts

WHAT WE DID:

- Research & Consultation
- ✓ Design
- ✓ Project Management
- ✓ Installation

FMP

The FMP Partners Network is the independent service centers' connection to all the parts, tools and technology you need to take your shop to the next level. This program is designed exclusively for independent shops.

COMMISSIONED 2018

Research | Design | Programming



SOME OF OUR INSPIRED PROJECTS

Take a look at our recent work





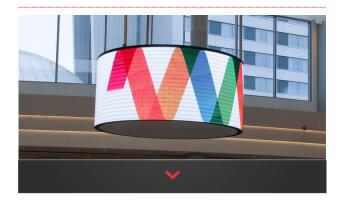
McNamara Alumni Center COMPANY INSTALLATION

In continued efforts to maintain it's level of bold and beautiful standards the McNamara center partnered with Tierney to install and upgrade the center's digital needs.

Rihm Kenworth COMPANYINSTALLATION

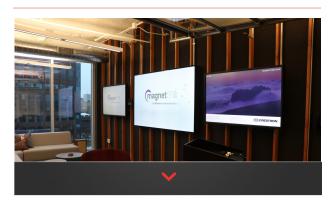
Tierney partnered with the company to design and implement their Audio Visual systems, as well as a portion of their internal and external signs and graphics for both of their new buildings.

LINK: www.first -project.com



Mall Of America COMPANY INSTALLATION

Tierney helped Mall of America accomplish this goal by providing two NanoLumens NanoWrap hanging "Halo" signage displays in two separate atrium areas within the most recent addition to the space. LINK: www.first -project.com



Magnet 360 COMPANY INSTALLATION

Working alongside Salesforce for 14 years, Magnet360 has gained deep expertise across all Salesforce products, and uses the knowledge to ensure our customers extract the full potential out of the platform.

LINK: www.first -project.com

LINK: www.first -project.com

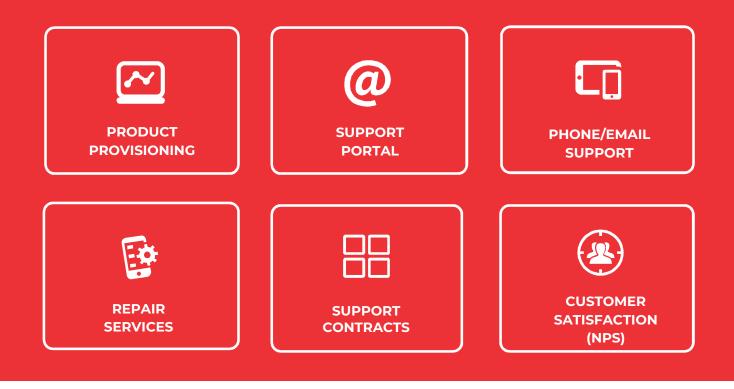
MAINTENANCE & SERVICES OPTIONS

In case you want more.



Contact your rep for a quote on added maintenance and service options.

• Loaner Equipment





I. Entire Agreement. These Terms and Conditions apply to the Sales Order (the "Order") and shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Tierney Brothers, Inc.("Seller") and Buyer with respect to the subject matter hereof. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter hereof. These Terms and Conditions are conflict between these Terms and Conditions and any provision contained in any subsequent Sales Order or Purchase Order or otherwise, the terms of which, whether conflicting, supplemental or otherwise, are expressly rejected.

2. Shipment, Title and Risk of Loss. Unless otherwise agreed in writing, or pursuant to a Buy and Hold transaction, title and risk of loss pass from Seller to Buyer upon receipt of shipment from Seller. Seller is responsible for damage that occurs during shipment to the customer (FOB Destination), unless the customer has arranged the shipping contract with their own provider. If the buyer has arranged their own shipping method, the buyer would assume responsibility and ownership of the goods once the shipment is picked up at the Sellers location (FOB Origin). Unless otherwise agreed in writing, the method of shipment will be at Seller's discretion. Any delivery or shipment date is an estimate only.

3. **Payment.** For accounts where credit has been established, terms are net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance to be included on each month's statement until paid in full. Payment options are EFT or check.

4. Taxes and Other Charges. In addition to any price provided in this Agreement, Buyer shall be liable for any tax, fee or other charge imposed on Seller at any time upon the sale and/or shipment of the products sold hereunder, now imposed by federal, state, municipal or any other governmental authorities or hereafter becoming effective for or during the period hereof.

5. Cancellation or Default by Buyer. This Order may not be cancelled in whole or in part by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligation hereunder, Seller may at its option terminate this Agreement with respect to further shipments and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of such termination, Buyer's hall remain liable to Seller for any and all loss or damage sustained due to Buyer's default. The Buyer's Liability, at the time of cancellation would be greater than or equal to 10% of the total of the order.

6. **Customized Goods.** In the event that the Order is for customized products or specially manufactured goods, or for products that Buyer customizes after receipt of the products, the Tierney Brothers, Inc. Customized Product Sales Form shall be completed, attached hereto, and incorporated into these Terms and Conditions.

7. **Bill and Hold Transaction.** In the event Buyer has requested that Seller bill and hold the products pursuant to the Order, the Tierney Brothers, Inc. Bill and Hold Agreement shall be completed, attached hereto, and incorporated into these Terms and Conditions.

8. Force Majeure. Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control.

9. Limitation on Warranty and Remedies. Seller warrants those products manufactured by it against defects caused solely by faulty assembly for 30 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Tierney Brothers or the manufacturer. Buyer's exclusive remedy, if any, under these warranties is limited, at Tierney Brothers' election, to any one of (a) refund of Buyer's purchase price or (b) replacement of any such product. Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INLCUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. **Software License.** Title to any software installed with the products sold to Buyer remains with the applicable licensor(s). All software is subject to the applicable license agreement that is included with the products. Buyer agrees to be bound by the license agreement once the software is opened, the package is opened or its seal is broken. Warranty for any software shall be in accordance with the license agreement. Seller does not warrant any software under this Agreement.

11. Limitation of Actions. Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 10 days after receipt of products, if for quality, loss of or damage to products, and the products must be held available at Buyer's place of business for Seller's inspection. Any action for breach of this Agreement, other than for non-payment, must be commenced within one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. No claim may in any event be made after products have in any way been used or processed by the Buyer. Buyer's remedies set forth herein are exclusive and the total liability of Seller for damages with respect to this Agreement, or anything done in connection therewith, shall be limited to the purchase price of the particular shipment with respect to which such damages are claimed.

12. **Returns.** No products may be returned to Seller without Seller's written consent. Products returned without Seller's prior written consent will be refused.

13. **Indemnification.** Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, suits, proceedings, costs, demands, damages and liabilities of any nature, relating to or in any way arising out of the delivery, rejection, installation, possession, use, operation, control or disposition of the products purchased by Buyer.

14. **Governing Law.** This Agreement shall be exclusively governed by and construed in accordance with the internal laws of the state of Minnesota.

15. **Amendment.** This Agreement shall not be amended except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.

16. Venue. Any suit, action or proceeding with respect to this Agreement must be brought exclusively in the courts of the State of Minnesota or in United States courts located in the State of Minnesota, as either party may elect, and Buyer hereby submits to the jurisdiction of such courts for the purpose of any suit, action or proceeding. Buyer irrevocably waives any objections which it may now or hereinafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement in the courts located in the State of Minnesota and irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

17. Timeframe for Delivery of Professional Development Services (Training). Tierney shall deliver any professional development services to the buyer within 12 months after placement of sales order. Tierney shall no longer be liable to provide professional development services after 12 months. Tierney will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

THANK YOU

FOR YOUR BUSINESS



1771 Energy Park Dr., Suite 100 St. Paul, MN 55108 800.933.7337 info@tierneybrothers.com www.tierneybrothers.com