



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday August 21, 2019

Agenda Item

Item 6. E. Remote meeting participation

Prepared By

Linda Loomis, Administrator

Summary

This item was tabled at the August meeting. The Board wanted to speak with legal counsel about the design proposal to make sure the proposal met the requirements of the state. The Board also asked for a timeline.

Heidi Harvey, Tierney Brothers, said it will take about 6-8 weeks from the date of purchase. Tierney is not able to send anyone to speak with the Board. However, John Kolb, will be at the September meeting to answer whatever questions he can that the Board may have.

Attachments

Design proposal from Tierney Brothers

Recommended Action

Provide direction to staff



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



PROPOSAL

Design & Integration for Tierney



THANK YOU
FOR CONSIDERING US!

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, August 01, 2019

Linda Loomis
Lower Minnesota River Watershed District

Proposal for Audio-Visual Service

RE: Web Conferencing Addition to the Carver County Boardroom

Opportunity Number: 22611

Scope of Integration Services

Summary of Work to be completed by Tierney Brothers, Inc. at **600 E 4th St, Chaska, MN 55318**.
(Please initial if address is correct or provide correct address. _____)

Tierney has provide two different quotes for the addition of web conferencing to meet the needs of the Lower Minnesota River Watershed District to allow for remote participation during meetings.

The quotes have been tailored to provide the ability for the remote participants to see and hear the people that may be speaking in the boardroom and for the people in the boardroom to see and hear the remote participants.

The quotes have been designed to make the system as easy to use as possible, to minimize set-up time and to work on the owner's software based video conferencing platform. The solutions have also been designed to work with multiple software based platforms (such as Skype for Business, WebEx, Zoom, Go to Meeting, etc.) so the owner does not need to change out equipment should the District change the preferred platform in the future.

Quote 161270: A - Web Conferencing Addition to the Carver County Boardroom

On behalf of the Lower Minnesota River Watershed District, in the Carver County Boardroom, Tierney will provide a web conferencing solution that will integrate the existing presentation audio, microphone audio, and video sources (camera and/or presentation) into the lectern for connectivity into an owner provided laptop for owner configured software based web conferencing applications such as WebEx, Skype for Business, Go to Meeting, Zoom, etc.

The Program Output from the existing Blackmagic production video switcher that is currently going to the Blackmagic UltraStudio will be DA'd with a new HD-SDI feed being run to the rack that is in the nook adjacent to the dais. A new Blackmagic WebPresenter will be installed in that rack. The WebPresenter will be outfitted with the faceplate that has an integrated video display so the owner can see what is being sent to the laptop at the lectern without having to access the control room. The WebPresenter will also get an audio feed from the existing Biamp audio processor that is in the control room. Tierney will configure the Biamp unit for the new output which will mimic what is being sent to the recorder in the control room.

The system will utilize the existing audio and projection system in the boardroom so the person standing at the lectern can show their laptop on the projection screen in the room. This would allow them to show a remote participant to people in the room. The person at the Lectern would use the existing HDMI (or VGA) cable that is already at the lectern.



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A site walk has been done in an attempt to confirm cable pathways in the room. It has been assumed that there is the capability to pull cables to the needed locations. If it is found that is not the case, Tierney shall coordinate with the owner to create a solution which may require a billable change order.

As this upgrade will not be controlled by the existing control system in the room, Carver County will not need to provide the existing program for the control system. The control of the camera selection and what image is to be shown in the web conferencing will be done using the touch screen in the room, preferably with a preset that the owner has worked out with the County prior to the start of any meetings.

This quote does not include any integrated audio conferencing through the County's phone system. All communication with remote participants would be through the Web Conferencing application.

Quote 161573 B – Remote Locations

This quote is for Tierney to provide a single HD Webcam and personal Speakerphone for the remote person to use during an owner provided laptop and conference platform such as Skype for Business, WebEx, Zoom, Go to Meeting, etc.

The webcam has been chosen as it has an enhanced processor to work great in low light or bright sunshine conditions.

The remote person simply places the webcam on top of their laptop or PC display and places the speaker phone on top of their desk surface. Both devices are connected into the owner's computer/laptop via USB. After the computer/laptop recognizes the devices, the owner then can use them for the conference call.

Please note that the quality of the call for the remote locations will be determined by the network conditions at each of the locations. The quotes cannot mitigate any call quality issues that may be affected by the remote location's bandwidth, the client's laptop issues and/or network speed.

Both of the above quotes utilize the State Contract pricing for equipment and labor rates.

Customer Expectations:

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases dedicated cooling units to keep equipment operating at standard temperatures.

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 - Heidi Harvey
Systems Engineer - Gary Mansfeldt

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



Quote

#161270

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

8/1/2019

Bill To
 Linda Loomis
 Lower Minnesota River Watershed District
 6677 Olson Memorial Highway
 Golden Valley MN 55427

Ship To
 Linda Loomis
 Lower Minnesota River Watershed District - Carver County
 Government Center
 600 E 4th St
 Chaska MN 55318

Memo:
 A-Web Conferencing Addition

Expires	Sales Rep	Contract	Terms
10/30/2019	209 Heidi Harvey		Net 30

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	A - Web Conferencing Addition to the Carver County Boardroom							
	-----Video Equipment-----							
1	BMD-BDLKWEBPTR Blackmagic Design Web Presenter	Black Magic	\$520.33	\$520.33	\$460.47	\$460.47	13%	Broadcast Video and Production
1	BMD-CONVNTRM/YA/SMTPN Blackmagic BMD-CONVNTRM/YA/SMTPN Teranex Mini - Smart Panel	Black Magic	\$89.35	\$89.35	\$79.07	\$79.07	13%	Broadcast Video and Production
1	BMD-CONVNTRM/YA/RSH Blackmagic BMD-CONVNTRM/YA/RSH Teranex Mini - Rack Shelf	Black Magic	\$89.35	\$89.35	\$79.07	\$79.07	13%	Mounting Hardware
1	CONVMSDIDA SDI Distribution Amplifier Mini Converter	Black Magic	\$204.98	\$204.98	\$181.40	\$181.40	13%	Broadcast Video and Production
1	60-1471-12 USB Extender Plus T - Transmitter	Extron	\$389.85	\$389.85	\$345.00	\$345.00	13%	Video Conferencing
1	60-1471-13 USB Extender Plus Series	Extron	\$389.85	\$389.85	\$345.00	\$345.00	13%	Video Conferencing
1	60-1491-12 DTP T HD2 4K 230 DTP Transmitter for HDMI with Input Loop-Through	Extron	\$446.35	\$446.35	\$395.00	\$395.00	13%	Video Conferencing
1	60-1271-13 HDMI Twisted Pair Extender - Rx	Extron	\$265.55	\$265.55	\$235.00	\$235.00	13%	Broadcast Video and Production
	-----Other Equipment and Services-----							





Quote

#161270

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8/1/2019

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
150	RG59-CCTV-PL-BLK Liberty Brand CCTV Coaxial Cables	Liberty	\$0.39	\$58.50	\$0.349	\$52.35	12%	Cabling
150	24-4P-PL6-EN-BLK Plenum CAT6 1000ft reel	Liberty	\$0.30	\$45.45	\$0.269	\$40.35	13%	Cabling
1	USB2-AB-6ST USB 2.0 A Male To B Male Cable 6ft.	Comprehensive	\$2.44	\$2.44	\$2.16	\$2.16	13%	Cabling
1	USB2-AB-3ST USB 2.0 A Male To B Male Cable 3ft.	Comprehensive	\$2.19	\$2.19	\$1.94	\$1.94	13%	Cabling
1	BBD1694-3B Premium Belden 1694A Digital Video BNC Cable 3 ft.	Belden	\$15.79	\$15.79	\$13.97	\$13.97	13%	Cabling
150	24-4P-L6SH-BLK Black Category 6 F/UTP EN series 23 AWG 4 pair shielded cable	Liberty	\$0.30	\$45.00	\$0.27	\$40.50	11%	Cabling
2	MHD18G-3PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	Comprehensive	\$13.62	\$27.24	\$12.06	\$24.12	13%	Cabling
1	Minnesota State Contract - Associated Hardware		\$500.00	\$500.00				
4	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design *Pricing includes \$1,500 Design Fee		\$120.00	\$480.00				
10	Minnesota State Contract - Project Management		\$90.00	\$900.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
18	Minnesota State Contract - On-Site Installation		\$95.00	\$1,710.00				
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		\$599.00	\$599.00				





Quote

#161270

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8/1/2019

Subtotal	\$7,681.22
Tax (7.375%)	\$572.19
Shipping Cost	\$77.23
Total	\$8,330.64

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.



161270



1771 Energy Park Dr. #100, St. Paul, MN 55108
800.933.7337 | info@tierneybros.com

***Tierney Brothers One Year On-site Warranty Coverage Program
Designed for:
Lower Minnesota River Watershed District***

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:

**Web Conferencing Addition to the Carver County Boardroom
22611**

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

Authorized Signature: _____

Date: _____

Plan Type: _____



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Lower Minnesota River Watershed District
Web Conferencing Addition to the Carver County Boardroom
22611

Proposal Summary

Please Check the Quotes Intended for Purchase Order

A - Web Conferencing Addition to the Boardroom

State Contract Total:	\$	8,330.64	
Non Contract Total:	\$	-	
Proposal Total:	\$	8,330.64	<input type="checkbox"/>

B - Remote Locations

State Contract Total:	\$	366.61	
Non Contract Total:	\$	-	
Proposal Total:	\$	366.61	<input type="checkbox"/>

Design Fee \$ 1,500.00 **Previously approved*

Design Fee Credit \$ (1,500.00)

Project Total: \$ **8,697.25**



Quote

#161573

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

8/1/2019

Bill To

Accounts Payable
 Lower Minnesota River Watershed District
 112 East 5th Street
 Suite 102
 Chaska MN 55318

Ship To

Linda Loomis
 Lower Minnesota River Watershed District - Carver County
 Government Center
 600 E 4th St
 Chaska MN 55318

Memo:

B - Remote Locations

Expires	Sales Rep	Contract	Terms
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Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	B - Remote Locations							
	-----Video Equipment-----							
1	960-001105 Logitech BRIO Webcam - 90 fps - USB 3.0 4096 x 2160 Video - Auto-focus - 5x Digital Zoom - Microphone - Notebook	Logitech	\$217.10	\$217.10	\$192.13	\$192.13	13%	Video Conferencing
	-----Audio Equipment-----							
1	Integration Item 910159001 CHAT 50 Personal USB speakerphone: Includes CHAT 50 USB 20. Cable Quick-Start Guide	ClearOne	\$105.93	\$105.93	\$93.74	\$93.74	13%	Video Conferencing

Subtotal \$323.03

Tax (7.375%) \$25.18

Shipping Cost \$18.40

Total \$366.61

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

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161573

PROJECT PROPOSAL

CONTENTS

SECTION 1 | **BECOMING YOUR PARTNER**

SECTION 2 | **WE DESIGN YOUR WORLD**

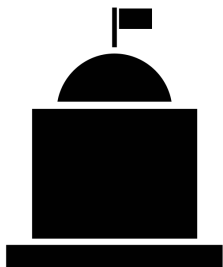
SECTION 3 | **SIMPLE FACTS ABOUT US**

SECTION 4 | **STEP BY STEP**

SECTION 5 | **HELLO WE WOULD LOVE TO MEET**

SECTION 6 | **PROJECTS**

SECTION 7 | **TERMS & CONDITIONS**



OUR

MISSION

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

1 | 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.



**Earn
Your Trust**



**Provide
Solutions**



**Ongoing
Support**

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

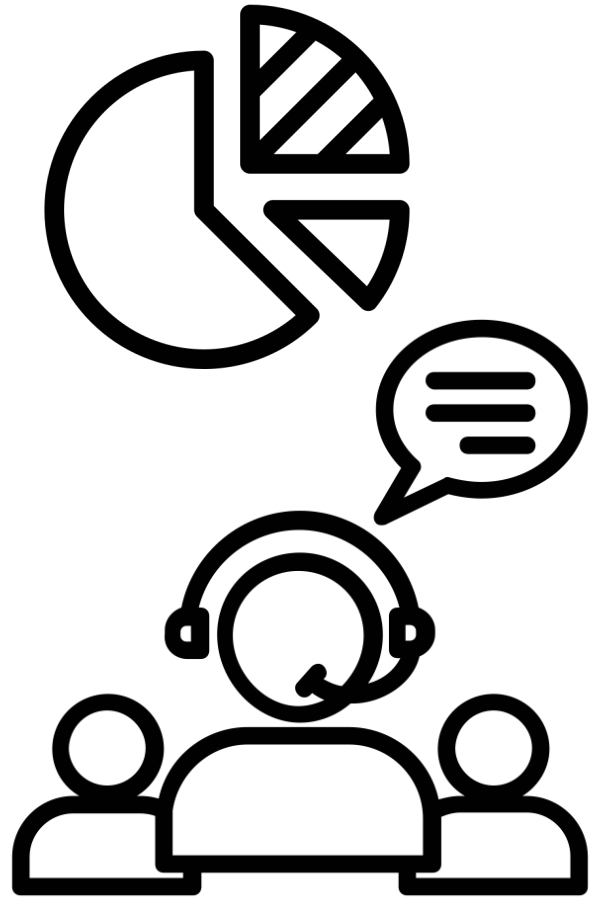
- We employ industry certified design engineers
- The design engineer is part of your team, working with your Account Executive
- A solution based on your desired scope will be created using industry leading manufacturers and practices

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.



STRATEGY

We are committed to developing and maintaining long-term partnerships with our customers and suppliers leading to solutions that are responsive to our customers' needs



MANUFACTURERS

Tierney is committed to actively pursuing new products or services to best serve our customers.



SYSTEMS

Tierney offers full systems installation and integration of all the products we offer. We have made it our goal to be the most qualified, full service integration team in the Midwest.



TECH SUPPORT

Service is a core value at Tierney. That's why we do repairs in our service center rather than shipping them to the manufacturer.



AV SOLUTIONS

Tierney offers full system design, installation and integration.



PROFESSIONAL DEVELOPMENT

Ongoing professional development is key to successful tech integration. Our PD team has the resources and experience to support your schools.



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

3

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



150+ wonderful people working as a team



41 beautiful years of achievements



10,000+ successful projects completed

RECENT AWARDS



AVIXA Certification
AV Provider of Excellence

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

WINNER / 2018
FAST 50 AWARD
Twin Cities Business Journal

4

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

NECESSARY STEPS TO PERFECTION

This walk we will do together!

PROJECT DEFINITION



We will sit down with your stakeholders to consult and develop your strategic goals for your investment.

STRATEGY & STRUCTURE



We will listen and develop an appropriate technology plan to meet current needs while allowing for future growth.

DESIGN



Tierney industry certified design engineers will research and build a solution to reliably achieve your project goals.

ONSITE DEVELOPMENT



Tierney project managers will work with you or your contractors to ensure the site is ready for installation and can support your newly integrated technology.

TESTING



Our installation professionals will build and test your system (many times this can be done in our production facility) to ensure a reliable performance.

LAUNCH



When the time is right to launch your new technology to your organization, Tierney will assist in training and providing materials to ease your staff into a more productive workplace.

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

HEIDI HARVEY



SALES REP

Industry certified with 15+ years experience in technology consultation to help you navigate your technology initiative.

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

TRENT FETTIG



PROJECT MANAGER

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

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.

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.

KYLEEN DONAHUE



DIGITAL SIGNAGE

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

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 its level of bold and beautiful standards the McNamara center partnered with Tierney to install and upgrade the center's digital needs.

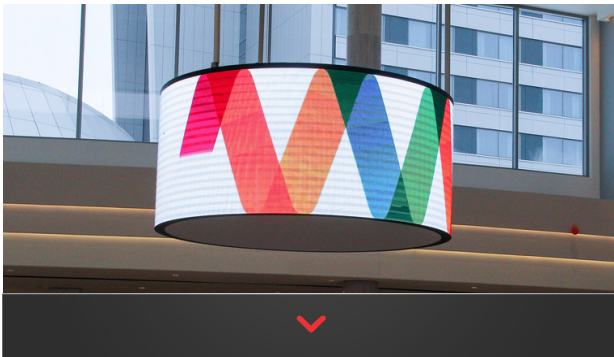
LINK: www.first-project.com



Rihm Kenworth COMPANY INSTALLATION

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

MAINTENANCE & SERVICES OPTIONS

In case you want more.

01 Support Contracts

- Customized Support Options
- Access to Support Portal
- Preventative Maintenance Check(s)
- Dedicated Support Specialist
- Next Day Onsite Support
- Manufacturer Repair Assistance
- Meeting Support

02 Onsite Support

- Six Trained Technicians available for onsite support
- Ten Trained Installers
- Standard and Emergency support available
- Meeting Support
- Preventative Maintenance Check(s)
- Loaner Equipment

03 Lifeline and Repair Service

- Unlimited Phone and Email Support
- Six Trained Support Specialists
- In House Warranty Evaluations
- In House Repair Services
- Product Provisioning
- Programming Assistance

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



PRODUCT
PROVISIONING



SUPPORT
PORTAL



PHONE/EMAIL
SUPPORT



REPAIR
SERVICES



SUPPORT
CONTRACTS



CUSTOMER
SATISFACTION
(NPS)

TERMS & CONDITIONS



BECAUSE TIME IS MONEY

- 1. 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 shall govern in the event of any 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 Seller's 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 shall 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 (INCLUDING, 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 quantity, or within 30 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



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