

Oak Park Elementary School District 97  
Gift Acceptance Form

Date 3/21/17

Donation to School/Location Whittier School

Detailed description of the gift  
Two (2) Stationary Wall Mounted Basketball Backstops with Material, Freight, and Installation

Estimated/actual gift value \$7,226.00

Intended use  
\_\_\_\_\_  
\_\_\_\_\_

How will the gift benefit the district?

- |   |  |
|---|--|
| <input type="checkbox"/> Professional Development or Staff Training       | <input type="checkbox"/> Equity across all schools                   |
| <input checked="" type="checkbox"/> Installation and/or construction work | <input type="checkbox"/> District-curriculum                         |
| <input type="checkbox"/> Coordination of scheduling work                  | <input checked="" type="checkbox"/> Ongoing maintenance/replacement  |
| <input type="checkbox"/> District and/or school computer network          | <input type="checkbox"/> Hiring Staff <input type="checkbox"/> Other |

Outside vendor required Yes  No   
District performing the work Yes  No

Donation Timeline

Julia B. Warren  
Principal/Administrator Signature

3/21/17  
Date

**For Internal Use Only**

Superintendent Approval Yes  No   
Board Approval Needed Yes  No   
Work Session Agenda Date \_\_\_\_\_  
Board Approval Date \_\_\_\_\_  
Donor Notification \_\_\_\_\_

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

RECEIVED

APR 25 2017

BUSINESS OFFICE



# HALDEMAN – HOMME, INC.

SERVING EDUCATION, HEALTH CARE, AND INDUSTRY SINCE 1924

**SERVICES**

- Layout & Design
- Project Management
- Construction
- Consulting / Training

**PRODUCTS**

- Porter Athletic Equipment
- Action Athletic & Wood Flooring
- Traction Athletic Flooring
- List Lockers
- Irwin Auditorium Seating

**OFFICES**

Chicago  
445 Eisenhower Ln S.  
Lombard, IL 60148

Tel: 630-812-0020  
Fax: 630-812-0018

Minneapolis  
430 Industrial Blvd.  
Minneapolis, MN  
55413

Tel: 612-331-4880  
Fax: 612-378-2236

## Quote #

**TO: Whitter School**  
**Attn: Bryan Bracey**

**Date: 2/1/17**  
**Project: Whitter School Backstops**  
**Location: Oak Park, IL**  
**Architect:**  
**Addendum:**

**Bid Date:**

We propose to furnish the following as manufactured by Porter Athletics using standard design, materials, construction sizes and colors.

Crew To Demo (2) TWO Existing Main Court Backstops and Dispose In Owner Provided Dumpster (Return To Owner)

Crew To Replace With:

- Qty. (2) Porter #312 Stationary Wall Mounted Basketball Backstops – Approx. 6’-6” FOB
- #208 Glass Backboard – Regulation Size 3’-6” X 6’ Lifetime Warranty
  - #326 Bottom Edge Padding 10 Year Warranty
  - #236 Power Flex II Goal
  - Manual Height Adjuster – Adjustable 8’ to 10’

Second Floor Installation Included

Material, Freight, and Installation.....\$8,226.00  
Discounting.....\$1,000.00 (Total \$7,226.00)


**Excludes:**

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials.
2. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Rubber/vinyl base, Liquidated damages. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.
3. 50% Down payment is required for new customers and or private facilities
4. Payments Made by Credit Cards Are Subject To A 3% Processing Fee
5. Purchase Order Number Required

**SEE & SIGN PAGE 2 for Terms & Conditions**

This proposal is based upon usage of the AGC/ASA/ASC “Standard Form Construction Subcontract”, 1996 Edition or a subcontract form otherwise acceptable to Haldeman-Homme, Inc.

TERMS: Net 30 Days

ACCEPTED: Company \_\_\_\_\_ RESPECTFULLY,  
Name \_\_\_\_\_ **HALDEMAN-HOMME, INC.**  
Date \_\_\_\_\_ By 





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PURCHASE ORDER # \_\_\_\_\_

Gavin Wilk

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.

## TERMS AND CONDITIONS

### General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between Haldeman-Homme, Inc. and any of its subsidiaries. By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by Haldeman-Homme, Inc. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

### Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by Haldeman-Homme, Inc. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of Haldeman-Homme, Inc. shall entitle Haldeman-Homme, Inc. to an equitable adjustment of time and contract price.

### Acceptance

This proposal may be accepted within 30 days subject to credit approval. Haldeman-Homme, Inc. reserves the right to revoke this offer prior to acceptance by customer.

### Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide Haldeman-Homme, Inc. with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to Haldeman-Homme, Inc. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

### Engineering

All engineering, proposal drawings, specifications shall represent Haldeman-Homme, Inc.'s investment in engineering skill and development and remain the property of Haldeman-Homme, Inc.. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to Haldeman-Homme, Inc.'s interests.

### Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from Haldeman-Homme, Inc. and Customer.

### Liability

Haldeman-Homme, Inc. shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. Haldeman-Homme, Inc. shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. Haldeman-Homme, Inc. indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman-Homme, Inc., its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

### Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle Haldeman-Homme, Inc., in addition to all other rights, to suspend all work and shipments and shall further entitle Haldeman-Homme, Inc. to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against Haldeman-Homme, Inc. due to causes for which Haldeman-Homme, Inc. is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due Haldeman-Homme, Inc. may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. Haldeman-Homme, Inc. reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

### Disputes

Customer and Haldeman-Homme, Inc. hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

### Cancellation

An officer of Haldeman-Homme, Inc. must approve cancellation requests in writing. In order to compensate Haldeman-Homme, Inc. for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by Haldeman-Homme, Inc.

"Exceeding Customer Expectations Since 1924"



Employee Owned

[www.haldemanhomme.com](http://www.haldemanhomme.com) [www.hbestlab.com](http://www.hbestlab.com)



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## **Warranty**

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY HH/AL.

## **Insurance**

Haldeman-Homme, Inc. maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

## **Codes**

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. Haldeman-Homme, Inc. does not provide professional liability insurance for any of these services. Costs for any and all such services are not included in this proposal.

## **Signature** \_\_\_\_\_

