



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

MEMO

TO: Keith Davis

FROM: Mark Mitchell 

DATE: May 8, 2018

RE: Board Agenda Item – Approval of Direct Purchase Order with Harshaw Trane

The Department of Facilities is requesting Board approval of a direct purchase order with Harshaw Trane relating to the BG 18-313 Guaranteed Energy Savings Contract.

The purchase order includes the (2) two Aerco Benchmark condensing hydronic boilers. The total cost of the direct purchase order is \$68,632.00. Upon approval, the direct purchase order will be sent to KDE for their review and acceptance. Once accepted by KDE, the direct purchase order will be sent back to the district for signatures and forwarded to Harshaw Trane for their signature.

I recommend the Board approve the direct purchase order with Harshaw Trane relating to the BG 18-313 Guaranteed Energy Savings Contract.

Attachment: Direct Purchase Order – Harshaw Trane




KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

PURCHASE ORDER

Board of Education:	Bullitt County	BG#	18-313
Schools		District PO Number:	
		(THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS)	
		Project Name:	Bullitt County Public Schools Guaranteed Energy Savings Contract
Kentucky Sales Tax Exemption Number:		Bid Package No.:	Bullitt County Public Schools Guaranteed Energy Savings Contract Dated May 21, 2018
Date of Order:		Specification Section: (IF APPLICABLE)	Attachment B
Vendor Name:	Harshaw Trane	Material Description / Category:	
Vendor Address:	12700 Plantside Drive Louisville, KY 40299	Facility Name:	Pleasant Grove Elementary
Vendor Phone:	(502) 499-7000	Requested By:	
Vendor Email:	chris.driver@trane.com	AUTHORIZATION THE ATTACHED TERMS & CONDITIONS ARE HEREBY ACKNOWLEDGED AND MADE PART OF THIS ORDER.	
Bill To:	Bullitt County Public Schools	Owner Authorized Name:	Keith Davis, Superintendent
Bill to Address:	1040 Hwy. 44 E. Shepherdsville, KY 40165	Owner Authorized Signature:	
Ship To:		Owner Authorization Date:	
Ship to Address:		Vendor Authorized Name:	Chris Driver
Attention of:		Vendor Authorized Signature:	
		Vendor Authorization Date:	May 21, 2018

The following project contacts must be notified 48 hours in advance of delivery to jobsite.

Contact Name	Phone Number	Contact Name	Phone Number
Mark Mitchell	502-869-8022	Bret Highley	502-869-8000

Furnish the necessary materials to complete the following bid package(s) / specification section(s) in its entirety. All materials shall be in accordance with the requirements of the Contract.

ITEM NO.	QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL
B-1, B-2	2	Aerco Benchmark Condensing Hydronic Boiler	\$34,316.00	\$68,632.00
		Bid Package(s):	L. S.	\$68,632.00
		Specification Section(s):	L. S.	
		SPECIMEN COPY ONLY		



TERMS & CONDITIONS OF PURCHASE ORDER

1. Drawings, catalogs, cut sheets, or samples shall be submitted for approval.
2. All invoices shall be sent to the contractor/subcontractor designated on the purchase order for approval. No invoices shall be sent directly to the Board of Education (Owner) for payment.
3. All invoices shall reference the purchase order number.
4. No change in, modification of, or revision of this order shall be valid unless in writing and signed by the Owner.
5. Vendor agrees to observe and comply with all applicable federal, state and locals laws, rules, ordinances and regulations in performance of this order.
6. Vendor shall not assign this order or any right hereunder without first having obtained the written consent of the Owner.
7. Deliveries are to be made in accordance with the Owner's schedule, as directed by the General Contractor (GC), Construction Manager (CM) or Qualified Provider (QP).
8. The Owner may cancel this purchase order in whole or in part in the event that the vendor fails or refuses to deliver any of the items purchased, within the time provided, or otherwise violates any of the conditions of this purchase order, or if it becomes evident that the vendor is not providing materials in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date.
9. The vendor agrees to deliver the items to the supplied hereunder free and clear of all liens, encumbrances and claims.
10. If any of the goods covered under this purchase order are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the Owner, in addition to the other rights which it may have under warranty or otherwise, shall have the right to reject the same or require that such articles or materials be corrected or replaced promptly with satisfactory materials or workmanship.
11. By acknowledging receipt of this order, by performing the designated work or any portion thereof, or by shipping the designated goods, the vendor agrees to the terms and conditions outlined.
12. This purchase order shall be governed in all respects by the laws of the Commonwealth of Kentucky.
13. In the event the quantities of materials supplied via this purchase order are insufficient to complete the work, the GC, CM or QP shall, at no expense to the Owner, provide such materials as necessary to complete the work.
14. In the event that at the completion of the work the vendor has not submitted invoices totaling the value of this purchase order, this purchase order shall be considered complete and closed.

