

VIRGINIA MILITARY INSTITUTE
Lexington, Virginia 24450

PROCUREMENT SERVICES
Phone 540-464-7323
Fax 540-464-7669

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: V211-24-087

This contract entered into this **20th day of June 2024** between **Southern Air, Inc., FEIN 54-0604377**, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI" henceforth.

WITNESSETH that the Contractor and VMI, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide comprehensive HVAC maintenance and on-call repairs in all buildings and facilities owned and/or operated by VMI in Lexington, VA in accordance with RFP #V211-24-087.

PERIOD OF PERFORMANCE: 1 July 2024 – 30 June 2025, with an option to renew for four (4) additional one-year periods.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid \$ 1,200,002 (One million, two hundred thousand and two Dollars) annually in monthly installments with strict adherence to RFP #V211-24-087. In accordance with the Commonwealth of Virginia's *Prompt Payment Act*, terms are Net 30 days from receipt of correct invoice. Invoicing must be sent monthly no later than the 5th day of the following month and submitted electronically to payables@vmi.edu.

CONTRACT DOCUMENTS: The contract documents shall consist of:

- (1) This signed contract
- (2) The Contractor's Proposal
- (3) The General Terms and Conditions, by reference
- (4) Contract Addendum
- (5) VMI's Standard of Conduct Agreement

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

VMI:

By: 

By: 

BG Dallas Clark

For: Southern Air, Inc.

For: Virginia Military Institute

Title: VICE PRESIDENT

Title: Deputy Superintendent for Finance and Support

Price – fees charged (VII.B.4c & XI)

XI. BID FORM/PRICING SCHEDULE:

The offeror agrees to provide services in compliance with the Statement of Need and Terms and Conditions of this Request for Proposal as follows:

Lump Sum Price Schedule for Preventive Maintenance Services and Routine Service Calls on these facilities:

Aquatics Center	<u>\$ 52,095</u>	/Year
Barracks (Old, New, Third)	<u>\$ 66,598</u>	/Year
Cameron Hall	<u>\$ 41,240</u>	/Year
Carroll Hall	<u>\$ 28,406</u>	/Year
Clarkson-McKenna & Foster Stadium	<u>\$ 24,282</u>	/Year
Cocke Hall	<u>\$ 53,326</u>	/Year
Cocke Hall Annex	<u>\$ 22,131</u>	/Year
Cormack Hall	<u>\$ 68,474</u>	/Year
Corps Physical Training Facility	<u>\$ 82,779</u>	/Year
Crozet Hall	<u>\$ 67,003</u>	/Year
Davidson Tucker House	<u>\$ 7,244</u>	/Year
Gray-Minor Stadium	<u>\$ 2,034</u>	/Year
Hinty Hall	<u>\$ 21,680</u>	/Year
Memorial Hall	<u>\$ 30,777</u>	/Year
Kilbourne Hall	<u>\$ 45,690</u>	/Year
LeJeune Hall	<u>\$ 41,329</u>	/Year
Mallory Hall	<u>\$ 48,723</u>	/Year
Marshall Hall Center for Leadership & Ethics	<u>\$ 40,936</u>	/Year
Maury-Brooke Hall	<u>\$ 75,202</u>	/Year

Price – fees charged (VII.B.4c & XI)

Moody Hall	\$31,228	Year
Neikirk Hall	\$12,777	/Year
Nichols Engineering Building (includes Morgan Hall)	\$74,581	Near
Old Post Hospital	\$1,602	/Year
North Post Firing Range & Latrine	\$9,527	/Year
Paulette Hall (includes Welding Shop)	\$8,334	/Year
Physical Plant Grounds Maintenance Shop	\$2,193	/Year
Post Residences	\$ 27,690	/Year
Preston Library	\$ 35,527	/Year
Richardson Hall & Infill Bldg	\$ 27,946	/Year
Scott Shipp Hall	\$48,832	/Year
Shell Hall	\$20,542	/Year
Smith Hall	\$20,702	/Year
Jackson House	\$16,204	Year
VMI Health Center	\$26,576	Year
VMI Post Police	\$15,792	/Year
TOTAL LUMP SUM PRICE	\$ 1,200,002	/Year

Price Schedule for Emergency and Repairs, Improvement-Enhancement Services, and Special Events Support Services

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent in transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rented equipment is not chargeable directly, but is overhead and the cost shall be included in the hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.) **The Institute will not accept an offer with a minimum charge stipulation.**

Price – fees charged (VII.B.4c & XI)

Failure to complete any of the hourly rates listed below will be cause for rejection of proposal (via a non-responsive determination). Any offeror who enters \$0 on a pricing blank or leaves it blank shall be considered non-responsive.

Costs for materials, parts and supplies shall be billed at Contractor's actual invoice cost plus up to a maximum 15% markup (contractor shall furnish copies of all invoices for materials) or discount off the list price.

Hourly Rate Price Schedule for Emergency and Repairs, Improvement-Enhancement Services, and Special Events Support Services:

<u>Category</u>	<u>Straight Time Hourly Rate</u>		<u>Overtime Hourly Rate</u> <u>(Nights, Weekends, Holidays)</u>	
(a) Master Mechanic	\$ <u>105.00</u>	<u>/hour</u>	\$ <u>141.75</u>	<u>/hour</u>
(b) Journeyman Mechanic	\$ <u>97.50</u>	<u>/hour</u>	\$ <u>131.63</u>	<u>/hour</u>
(c) Apprentice	\$ <u>90.00</u>	<u>/hour</u>	\$ <u>121.50</u>	<u>/hour</u>
(d) Helper	\$ <u>82.50</u>	<u>/hour</u>	\$ <u>111.38</u>	<u>/hour</u>
(e) Technician	\$ <u>97.50</u>	<u>/hour</u>	\$ <u>131.63</u>	<u>/hour</u>
(f) Other	\$ <u>123.00</u>	<u>/hour</u>	\$ <u>166.05</u>	<u>/hour</u>
(g) Project Manager	\$ <u>125.00</u>	<u>/hour</u>	\$ <u>168.75</u>	<u>/hour</u>
(h) Mechanical Engineer (PE)	\$ <u>175.00</u>	<u>/hour</u>	\$ <u>236.25</u>	<u>/hour</u>

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CONTRACT ADDENDUM

Contract V211-24-087

In addition to the Contractor's proposal as incorporated in this contract, the Contractor further agrees to the following:

Personnel

- Employment Policies: Contractor employment policies shall meet the requirements of the *Fair Labor Standards Act* and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of Southern Air, Inc. will be available to the Institute.
- Adequacy: Contractor is to provide sufficient personnel to ensure efficient and courteous service and must have adequately trained relief personnel available to substitute in the absence of regular employees. There shall be no less than five (5) full-time employees which shall include three (3) Service Technicians for Preventative Maintenance services and two (2) Senior Technicians, one of which will be assigned as the Lead Technician (ref. page 18, Section VII.B.4a Plan for Work Execution of the Contractor's proposal in response to V211-24-087). All staff shall be employees of the Contractor, who shall be solely responsible for the payment of wages and benefits.
- Approval: Personnel assigned by the Contractor to fulfill the requirements of this contract must be approved by the Institute. Subsequent changes in assignments are to be made by the Contractor only after prior consultation with, and approval of, the Institute's Contract Administrator.
- Personnel Replacement: The Institute reserves the right to request replacement of any Contractor personnel assigned to fulfill the requirements of this contract for good cause as determined by the Institute, or for actions considered to be not in the best interests of the Institute. Such action will be taken only after consultation with the Contract Administrator.
- Conduct: Contractor employees must strictly adhere to Post regulations regarding personal behavior and all other rules and regulations of the Institute. Attached is the signed Standards of Conduct.

INITIAL

INITIAL

CONTRACTOR:



Date: 16 July 2024 VMI:



Date:

20 June 2024

VMI CONTRACTOR / VENDOR STANDARDS OF CONDUCT

The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and are not engaging in any destructive or criminal activity.

Foul language of any kind will not be tolerated. Engaging in verbal or physical behavior that causes distress to cadets, faculty, staff and/or employees will result in immediate removal from the job site.

All employees of the contractor and subcontractors shall wear uniforms or other appropriate Institute approved attire at all times to designate their affiliation with the contractor.

Brandishing a firearm, whether threatening or non-threatening, will result in immediate removal from the job site.


Contractor's employees who appear to be under the influence of alcohol or other substance shall not be permitted on VMI property.

Contractor's employees shall not use VMI owned equipment without the distinct permission of the Director of Physical Plant or Director of Construction or their designees. This equipment includes but is not limited to telephones and computers, hand tools and operable equipment.

The contractor is also responsible for insuring that its employees do not disturb papers on desks, or open desk drawers, cabinets or briefcases, or use the Institute equipment and the like, except as authorized in the preceding paragraph.

Smoking is not permitted on Post or at other VMI owned property except in designated areas as indicated by General Order 45. Tobacco use in VMI-owned or leased buildings, covered walkways, temporary enclosed structures, trailers, and tents as well as structures placed on state-owned property by contractors or vendors is prohibited. Tobacco use in VMI provided vehicles is prohibited. Outside smoking or tobacco use will not be permitted within 50 feet of building entrances or exits. Smoking will not be permitted in outside areas identified as hazardous areas.

Agreed to by:

	SIGNATURE
PORTER J. BEEHER	PRINTED NAME
Southern Air INC.	COMPANY
16 July 2024	DATE