

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Contracts & Procurement

**PURCHASE ORDER AGREEMENT
EMERGENCY CONTRACT
Janitorial Services for Kenilworth Recreation Center**

Date: January 30, 2018

THIS PURCHASE ORDER is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”) on behalf of the **DEPARTMENT OF PARKS AND RECREATION** (“DPR”) to the contractor listed below. Assuming this Purchase Order is countersigned by the contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the contractor. The terms of this Purchase Order are as follows:

- 1. Contractor.** This Purchase Order is being issued to *One Kare Enterprise, LLC*, (One Kare), Contractor.
- 2. Services Purchased.** The Department desires to purchase, and the Contractor agrees to provide emergency janitorial services for the DPR Kenilworth Recreation Center Facility located at 4321 Ord Street, N.E., Washington, DC. Services shall be performed as described in *Exhibit A*, Scope of Work and Price Quote.
- 3. Price.** For the work described in Paragraph 2, the Contractor shall be paid a fixed monthly rate of \$14,724.75 for standard services (on a prorated based for a period of 90-days of services) in accordance with the Contractor’s Pricing. In no event shall the Contractor be paid more than **\$44,174.26** during the duration of the emergency contract unless the Contractor is authorized to exceed these limits in advance and in writing by the DGS’ Contracting Officer.
- 4. Delivery/Completion Date.** All services provided and subject to this Emergency Purchase Order Agreement shall commence on 1-February-2018 and shall end on or before 30-April-2018. For programming and invoicing purposes, this Purchase Order Agreement shall remain in effect until 30-September-2018.
- 5. Program Manager.** The Program Manager for the work under this Agreement shall be:

RONNIE LOWE
Operations Maintenance Manager
Telephone: (202) 359-1929
E-mail: ronnie.lowe@dc.gov

- 6. Billing.** The Contractor shall submit invoices to the Department on a monthly basis. Each such invoice shall itemize all goods and services provided during the previous month and include a valid Purchase Order Number. The Department will no longer accept hardcopy invoice submittals; going forward all invoices must be submitted electronically through the EASI Pay Portal on the Department Website at <https://dgs.onbaseonline.com>. The following address should be referenced for all Invoices:

Department of General Services
Office of the Chief Financial Officer
2000 14th Street N.W. | 5th Floor
Washington, D.C. 20001

EASI First time users will be prompted to register for Portal access; for assistance with the registration process, technical assistance and or additional information on the EASI Pay Portal, please contact the Portal Help Desk at (301) 563-3025.

- 7. Insurance. Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall maintain employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

Umbrella or Excess Liability Insurance. The Contractor shall maintain umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

8. Terms & Conditions. The District of Columbia's Standard Contract Provisions for Goods and Services, dated January 14, 2016 shall be incorporated by reference into this Purchase Order Agreement.

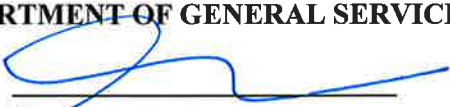
9. Special Provisions.


A. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. Order of Precedence. The following documents are incorporated into this Purchase Order Agreement for Emergency Services in the following order of precedence.

1. This Purchase Order Agreement for Emergency Services
2. Scope of Work & Contractor Pricing (*Exhibit A*)
3. Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated January 14, 2016 (*Exhibit C*)

ISSUED BY:
DEPARTMENT OF GENERAL SERVICES

By: 
Name: George G. Lewis, CPPO
Title: Associate Director, Contracts & Procurement
Chief Contracting Officer
Date: 1/31/18

ACCEPTED BY:
One Kare Enterprise, LLC

By: _____
Name: Elssa Solomon
Title: President
Date: January 30, 2018

SOW for Kenilworth - 1300 44TH STREET NE

Daily Custodian Services

Staffing and Shift Requirements

Services are required six (6) days a week,

The Contractor will provide staffing per Required as follow:

1st Shift two (2) Employess from 7:00am -3:00pm

2nd Shift (2) Employee from 3:00-10:00pm

SHIFT	SHIFT HRS	REQUIREMEN TS	Hours/ Daily	6 Days a Week	Hours *13 weeks
1ST SHIFT	7:00 AM - 3:00 PM	2	8	96	1248
2ND SHIFT	3:00 PM - 10:00pm	2	7	70	910
Total				166	2158

Hourly RATE	DL Hrs. Each	Total Monthly	Total 13 Weeks (90 Cost
\$20.47	2158	\$14,724.75	44,174.26

FY18 Living Wage Rate	14.2
FY18 Heath & Welfare	4.41
Total	18.61
Overhead/sub Total	20.47