

RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION

WHEREAS, the Tribal Council is informed that funds are available for janitorial services to be performed at the Fort Apache Agency headquarters, pursuant to a self-determination contract; and

WHEREAS, the Tribal Maintenance Department has expressed an interest in performing said janitorial services under a self-determination contract; and

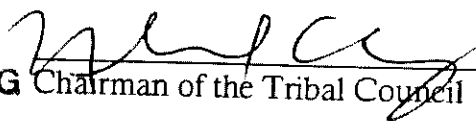
WHEREAS, the Tribal Maintenance Department is requesting that the Tribe enter into a self-determination contract for janitorial services, to be administered by the Tribal Maintenance Department, for services to be provided at the Fort Apache Agency Headquarters, identified in Exhibit A; and

WHEREAS, the Tribal Council has reviewed this request and concurs with the Tribal Maintenance Department's request.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman or his designee, to immediately negotiate and execute a self-determination contract with the Bureau of Indian Affairs, Fort Apache Agency, for janitorial services, which services will be performed at the Fort Apache Agency headquarters identified in exhibit A.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the janitorial services function will be performed by the Tribal Maintenance Department, under the direction of its Manager.

The foregoing resolution was on October 16, 2003, duly adopted by a vote of 8 for and 0 against, by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1(a), (h), (i), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

  
ACTING Chairman of the Tribal Council

  
Secretary of the Tribal Council



United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
FORT APACHE AGENCY  
P.O. Box 560  
Whiteriver, Arizona 85941

IN REPLY REFER TO:  
Indian Self-Determination  
(928) 338-5369

SEP 10 2003

Mr. Dallas Massey, Jr., Chairman  
White Mountain Apache Tribe  
PO Box 700  
Whiteriver, AZ 85941

Subject: Funds Availability for Janitorial Services

Dear Chairman Massey:

Funding is currently available in the amount of \$26,450.00 for janitorial services. The Areas to be services are at Fort Apache Agency Headquarters, attachment - B:

BLDG No.	Sq. Ft.	Use	Portion of Building
96	1102	Facility Management	All except warehouse
01	12,906	Administration Building / Agency	All except vault room
T44	9778	Annex	All except 2 mechanical rooms
Total	23,786		

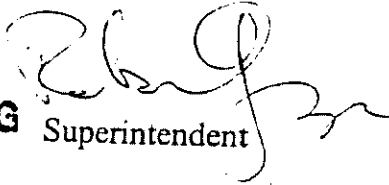
In addition, we have provided in attachment A – Janitorial Task Frequency; C – Descriptions/Specifications/Work Statement; and D – Emergency Contacts.

In accordance with P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended, Section 102(a)(1) of the Act provides: "The Secretary is directed, upon the request of any Indian tribe by tribal resolution, to enter into a self-determination contract...." to contract for Bureau of Indian Affairs (BIA) programs, functions or activities. The janitorial service funds referenced above are available for contracting upon submission of a contract proposal. A tribal resolution is required to contract for these funds.

Please advise the Awarding Official at the Agency of your intent to prepare a contract proposal, so we may provide technical assistance, if you desire. If you should decide not to contract, we will initiate a BIA commercial contract to perform these janitorial functions. Although there is no timeframe to respond, time is of the essence to commit these funds.

If you have any technical questions, please contact Mr. Erwin Kaisem at 338-5409; or if you have any contract proposal requirement questions, contact Mr. Ed Mouss, Awarding Official, at 338-5369.

Sincerely,

  
**ACTING** Superintendent

Enclosure

## STATEMENT OF WORK

### ATTACHMENT A

#### JANITORIAL TASK FREQUENCY

##### CREDENTIALS:

Contractor will have employee trained on OSHA Work Standards, Material Safety Data Sheets (MSDS), Hazard Communication, OSHA's Right to Know and be certified in custodian program.

##### FLOORS:

1. Sweep all tile floors with treated mop and vacuum carpets.
2. Wet mop hard-surfaced floors and damp mop wax surfaces in main corridors and conference rooms.
3. Dust with treated cloth all horizontal surfaces within reach while standing on the floor. Desks will be dusted only when they are clear of loose papers.
4. Empty all containers used to collect remnants or garbage and clean inside trash containers. All trash, including waste paper and debris generated from any cause shall be removed from the building and into trash receptacles. Trash will not be allowed to leave the building in open containers.

##### RESTROOMS:

1. Wet mop or scrub floors which ever is required.
2. Clean fixtures and mirrors, disinfecting where required eliminating odors.
3. Replenish paper towels, toilet paper and soap (either bar, powder or liquid as required).
4. Clean mirrors and washbasins in restrooms.

##### OUTSIDE:

1. Shoves snow from building entrances and walks as required before start of work, spreads chemicals by hand on walks to melt ice and prevent slipping.
2. Irrigates with hose the grassed area immediately surrounding the facilities.
3. Mows grass with power push mower and trims shrubs with hand clippers at the direction of his supervisor.

4. Picks up litter around assigned building as time permits. Spot checks agency's lot of weeds, trash and checks fence for security.
5. Responsible for safe working practices in use of equipment, tools, materials, ladders, etc.

#### **EVERY SEVEN DAYS:**

1. Machine buff all wax floors in corridors, conference rooms and other heavy traffic areas.
2. Wash both sides of all exterior plate glass in lobbies and vestibules.
3. Wipe down walls and woodwork in restrooms.
4. Polish unpainted metal enhance doors, handrails, switch plats, etc.

#### **EVERY 30 DAYS:**

1. Damp dust all Venetian blinds.
2. Wash down all stalls in restrooms.
3. Wash down all interior and exterior of windows
4. Machine scrub and buff all waxed floors. The equipment use during the duration of the buffing will be such that all scuffmarks are obliterated. An application of wax will be in the area of heavy traffic before buffing.
5. Wash all light fixtures at the rate of 1/12 per month including globes, side panel, louvers, lamps (tubes) panels and fixture frames. All fixtures may be washed at once, but all must be washed at least once during the year.

#### **ONCE A YEAR:**

Shampoo all carpets as directed by the Agency Facility Manager using method and material as recommended by the carpet manufacturer or other approved sources.

ATTACHMENT B

AREAS TO BE SERVICED AT FORT APACHE AGENCY HEADQUARTERS

<u>BLDG NO</u>	<u>SQ. FT.</u>	<u>USE</u>	<u>PART OF BUILDING</u>
96	1102	Facility Management	All except warehouse
01	12,906	Administration Building/Agency	All except vault room
<del>01</del> 744	9778	Annex	All except 2 mechanical rooms
TOTAL	23,786		

DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

1. The Contractor shall:

- a. Provide all labor, equipment required in furnishing janitorial and related services in accordance with the Annual Work Plan (Attachment A).
- b. Establish, coordinate with the Agency Facility Manager and maintain a Facilities Management Maintenance Work Request Control System.
- c. Establish an in-house communication system to cover any and all situations that may arise. Any emergency i.e., waterline break, A/C problems and/or entry lock security problem contact the Facility Manager (Attachment D).
- d. Provide supervision and management to fully carry out the requirements set forth in this work statement. The contractor shall be responsible for instructing and training procedures, schedule including coordinating all janitorial service and functions to completely accomplish the work as required by the work statement and provide direct continuous inspection and supervision of all work performed.
- e. Have a competent person be available on site Monday through Friday of each week to receive information or special instructions concerning areas or space receiving janitorial services.
- f. Clean, repair, replace or restore to a condition not less than existing immediately prior to soiling or damage to building finishes and appurtenances due to the contractor's operations without cost to the government.
- g. **Key control:** the Contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the Government are not lost or misplaced and not used by unauthorized persons. No keys issued to the contractor shall be duplicated. The contractor shall develop procedures covering key control.

**Lost or Replacement of keys:** the Contractor maybe required to replace, re-key or reimburse the Government for replacement of locks or re-keying as a result of the Contractor losing keys. In the event a master key is lost or duplicated the Government shall replace all locks and keys for that system and the total cost deducted from the monthly payment due. The Contractor shall report the occurrence of a lost key immediately to the Facility Manger but no later than the next day.

2. The Government shall:

- a. Provide all necessary keys to each building, office and storage space.

- b. Storage areas and janitorial closets will be made available to the contractor without cost for storing equipment and/or materials
- c. Replenish depleted supplies and materials in janitorial closets such as trash bags, paper towels, toilet paper and cleaning items.
- d. Will not be responsible in any way for the Contractor's equipment or personal belongings that may be damaged or lost by fire, theft, accident, or otherwise. Government furnished facilities for storage of contractor's supplies and equipment will be equipped with locks. The Contractor shall furnish and install locks of those provided with the facility are not suitable.

3. **Conservation:**

Upon completing the scheduled work in each building, contractor personnel will ensure that all lights are turned off (except otherwise instructed) and that all windows and entrance doors are locked upon leaving the building. If the building user occupies the building after normal working hours and the contractor personnel have completed their work, they will notify the building use of their departure.

4. **Unsatisfactory work and damage:**

Daily services found to be incomplete, unsatisfactory or not accomplished as scheduled, will be reported to the Contractor for his immediate corrective action and will be completed, corrected or re-accomplished within one day following the date reported. If not promptly corrected and the unsatisfactory work continues, the Government shall deduct 1/21 fraction of the monthly unit price for each occurrence of non-performance.

*as a vice Chairman will go ahead and accept this project and work with Lucky William our Head Janitor Director to set up the schedule.*

*Vice Chairman  
John J. Gidd*



**ATTACHMENT D**

**EMERGENCY CONTACT**

- |  |              |
|--|--------------|
| 1. Erwin Kaisem, Facility Manager, 101 South Ranger Road | 928-334-2367 |
| 2. William Harvey, Maintenance Worker                    | 928-338-1125 |
| 3. Sherman Shorty, Maintenance Worker                    | 928-338-4016 |