

## PERFORMANCE WORK STATEMENT (PWS)

### Increased Law Enforcement Services, Collin County Lavon Lake 2014

1. GENERAL: This is a non-personal services contract to provide increased law enforcement services at Lavon Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Collin County Sheriff's Office (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lavon Lake lying within Collin County's jurisdiction for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Lakeland, Elm Creek, Caddo, Twin Groves, Ticky Creek, Clear Lake, Bratonia, Highland, and Brockdale Parks. The contractor shall accomplish enforcement of state and local laws, warnings for Title 36 violations, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. When requested by the Corps of Engineers representative, the Sheriff agrees to dispatch a deputy or deputies, within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 16 May through 2 September, 2014, for a total of 608 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 1 April 2014 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted based on the attached schedule (See Appendices A and B).

#### 1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Log in accordance with the attached format (Appendix C) or format accepted by the QA POC. The

log will be completed daily and submitted at the close of each month to the Corps of Engineers Quality Assurance Point of Contact (QA POC) listed in paragraph 1.4.11 of this plan. Any arrest or serious incident report should be forwarded to the Lavon Lake Office upon completion of the initial report. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A and B).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Collin County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable. (E.g. deputies responding to a call on government property after the scheduled patrol hours, or officers working a call on government property which requires them to stay past the scheduled patrol time, etc).

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract, in advance of the scheduled work.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract, in advance of the scheduled work.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Michael K. Kinard, Lake Manager, Lavon Lake; Alternate: Curry Murphy, Park Ranger, Lavon Lake.

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel (Not applicable):

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

19.3 Appendix A – Patrol Schedule

19.4 Appendix B – Hours by Month

19.5 Appendix C – Daily Enforcement Action Summaries

19.6 Appendix D – Law Enforcement Park Log

## 2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

## TECHNICAL EXHIBIT 1

### Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
<p>The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.</p>	<p>The contractor provides visible and verifiable presence and actions in the designated areas at the specified days and times.</p>	<p>All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.</p>	<p>Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.</p>

**TECHNICAL EXHIBIT 2**  
**DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u>Number of Copies</u>	<u>Medium / Format</u>	<u>Submit To</u>
Contract manager and alternate designated in writing	Once within 5 days of contract award	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 <sup>th</sup> of every month, listing contract services performed during the previous calendar month.	One copy of the invoice, submitted to the Corps QA POC	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Daily Enforcement Action Summaries	To Corps with monthly invoice	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098

**PERFORMANCE WORK STATEMENT**

APPENDIX A

PATROL SCHEDULE  
2013

# May 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 96				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
1500-1900=4hrs 1900-2300=4hrs					1500-1900=4hrs 1900-2300=4hrs	1500-1900=4hrs 1900-2300=4hrs
25	<b>26</b>	27	28	29	30	31
1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1900-2300=4hrs			1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs

# June 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 1500-1900=4hrs 1900-2300=4hrs	2 1900-2300=4hrs	3	4 1900-2300=4hrs	5	6 1900-2300=4hrs	7 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
Total Hours = 140						
8 1500-1900=4hrs 1900-2300=4hrs	9	10 1900-2300=4hrs	11	12 1900-2300=4hrs	13 1900-2300=4hrs	14 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
15 1500-1900=4hrs 1900-2300=4hrs	16 1900-2300=4hrs	17	18 1900-2300=4hrs	19	20 1900-2300=4hrs	21 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
22 1500-1900=4hrs 1900-2300=4hrs	23	24 1900-2300=4hrs	25	26 1900-2300=4hrs	27 1900-2300=4hrs	28 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
29 1500-1900=4hrs 1900-2300=4hrs	30 1900-2300=4hrs					

# July 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	
		1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs
Total Hours = 172	7	8	9	10	11	12
6	1900-2300=4hrs	1900-2300=4hrs		1900-2300=4hrs	1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs	14	15	16	17	18	19
113	1900-2300=4hrs		1900-2300=4hrs		1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
1500-1900=4hrs 1900-2300=4hrs	21	22	23	24	25	26
20		1900-2300=4hrs		1900-2300=4hrs	1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
1500-1900=4hrs 1900-2300=4hrs	28	29	30	31		
27	1900-2300=4hrs		1900-2300=4hrs			
1500-1900=4hrs 1900-2300=4hrs						

# August 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 1900-2300=4hrs	2 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
Total Hours = 180						
3 1500-1900=4hrs 1900-2300=4hrs	4	5 1900-2300=4hrs	6	7 1900-2300=4hrs	8 1900-2300=4hrs	9 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
10 1500-1900=4hrs 1900-2300=4hrs	11 1900-2300=4hrs	12	13 1900-2300=4hrs	14	15 1900-2300=4hrs	16 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
17 1500-1900=4hrs 1900-2300=4hrs	18	19 1900-2300=4hrs	20	21 1900-2300=4hrs	22 1900-2300=4hrs	23 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
24 1500-1900=4hrs 1900-2300=4hrs	25 1900-2300=4hrs	26	27 1900-2300=4hrs	28 1900-2300=4hrs	29 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	30 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs
31 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs						

# September 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b>	2	3	4	5	6
	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1900-2300=4hrs				
Total Hours = 20						
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**Grand Total Hours = 608**

## PERFORMANCE WORK STATEMENT

### APPENDIX B

#### HOURS BY MONTH 2014

May: 24 shifts X 4 hours = 96 hours  
(Includes Memorial Day)

June: 35 shifts X 4 hours = 140 hours

July: 43 shifts X 4 hours = 172 hours  
(Includes Independence Day)

August: 45 shifts X 4 hours = 180 hours

September: 5 shifts X 4 hours = 20 hours  
(Includes Labor Day)

Total = 608 Hours

**APPENDIX C**

**DAILY ENFORCEMENT ACTION SUMMARY**

OPERATING AGENCY: Collin County Sheriff's Office

OFFICERS NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TIME STARTED: \_\_\_\_\_ TIME ENDED: \_\_\_\_\_ TOTAL HOURS: \_\_\_\_\_

ABBREVIATIONS: A = Arrest      C = Citation      W = Written Warning      V = Verbal Warning

OFFENCE TITLE	Action				NOTES Include the name of the park where offense occurred
	A	C	W	V	
<b><u>Vehicle Offense</u></b>					
Parking					
Speeding					
Reckless					
State Req.					
DWI					
Other					
Total					
<b><u>Conduct Offense</u></b>					
Loud/Unruly					
Pubic Intox					
Cont Subst.					
Minor Poss.					
Theft					
Vandal					
Litter					
Weapons					
Assault					
Other					
Total					
<b>TOTALS</b>					

\*\*\* For all arrests and evictions include details on back \*\*\*

Officer Number: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

