PERFORMANCE WORK STATEMENT (PWS) for

Water and Wastewater Analytical Services
Fort Detrick Wastewater Treatment Plant and Drinking Water Treatment Plant

Part 1

1. GENERAL INFORMATION

1.1. Background: To operate its Drinking Water and Wastewater Treatment Plants, Fort Detrick must maintain operating permits issued by the Maryland Department of the Environment (MDE). The requirements for these permits are established by Maryland State Environmental law and the U.S. Environmental Protection Agency (EPA). This contract provides the recurring, certified testing services required to ensure compliance and maintain these essential operating permits.

1.2. Description of Services: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, supervision, and other items necessary to perform the non-personal water and wastewater sample analysis services defined in this PWS. The core services include the scheduled pickup and transport of samples from Fort Detrick facilities, laboratory analysis in accordance with Technical Exhibit 3, and the delivery of complete, accurate analytical reports to the Government.

1.3. Non-Personal Services: This is a non-personal services contract. 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.

1.4. Objectives: Perform all services. This includes sample analysis, scheduled transportation, and unscheduled sample pickup in full accordance with the requirements and structure detailed in Technical Exhibit 3. Provide timely and accurate analytical results reports to the Government. Maintain all required laboratory certifications and perform all services in strict accordance with an approved Quality Control Plan (QCP) and all applicable federal, state, and local regulations.

1.5. Scope: Supply all necessary sample containers and shipping materials as needed. Retrieve scheduled samples twice a week and any additional unscheduled samples as required. Conduct the required analysis on samples received as specified in Technical Exhibit 3. Deliver a written report of analytical results to the Government, including the sample collection date, type of analysis performed, and results.

1.6. Period of Performance: Period of performance will be for one (1) Base Year of 12 months, plus four (4) option years. The contract period of performance will also contain an optional -8 6-month extension.

1.7. Administrative and Operational Requirements:

1.7.1. Quality Control: The contractor shall perform all sample handling and analytical activities in accordance with the Quality Control Plan (QCP) submitted with their proposal. Any updates to the QCP must be submitted to the COR for approval.

1.7.2. Quality Assurance: 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, the frequency of surveillance and the minimum acceptable defect rate(s).

1.7.3. Recognized Holidays: The contractor may choose defer pickup of samples to the next business day on the following holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.7.4. Hours of Operation: The Contractor is responsible for performing both scheduled and emergency work between 0800 and 1630, Monday through Friday, except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closures, or other Government-directed shutdowns. Whenever the facility is open, the Contractor must maintain a sufficient workforce to ensure uninterrupted performance of all required tasks. When hiring personnel, the Contractor should consider that workforce stability and continuity are essential.

1.7.5. Place of Performance: The work to be performed under this contract will be performed at Drinking WTP (1972 North Market St, Frederick MD) and at the WWTP (1786 North Market St., Frederick MD) and conduct sample analysis at the contractor's facilities.

1.7.6. Type of Contract: The government will award a firm-fixed price contract with an indefinite delivery line item for additional unscheduled testing.

1.7.7. Security Requirements:

1.7.7.1. Information Security: IAW AR 380-5, if this is a classified contract, Contractor personnel will execute the Non-Disclosure Agreement (NDA) through their company and not through sponsoring DA command. Non-U.S. Government personnel, who have been hired under Civil Service procedures as consultants to the Department of the Army (DA), and granted a DA security clearance or access authorization, in accordance with AR 380-67, will follow the same procedure, for execution of the SF 312, as civilian personnel. Classified or Unclassified contract information will be protected at all times, IAW DoD 5200. 01, Vol3, and AR 380-5 either by storage in an approved security container or having it under the personal observation and physical control of an authorized individual.

1.7.7.2. Gate Access Requirements: In order for Contractor personnel to access Fort Detrick, they are required to have a Federal Government registered photo ID. This identification must be presented at the entrance gates to Fort Detrick in order to gain access.

1.7.7.3. Access to Secure Facilities: Special requirements are required to gain access to a secure facility including but not limited to being a US Citizen or documented legal resident alien. Access to secure facilities on Fort Detrick requires coordination with the Contracting Officer's Representative. Requests for access must be filed 15 days in advance in order to obtain necessary clearances. The Contractor shall provide all required personal data on personnel requiring access with the application. Upon completion of work the contractor shall surrender all issued security passes. Final contract payment will be withheld until all passes have been returned. The contractor is required to work with the Contracting Officer's Representative to meet the individual security requirements for that facility in order to gain access. The normal processing time for access is approximately 14 calendar days from the receipt of a complete vetting form (FD 190-13). Vetting forms must be legible. Incomplete or illegible forms will be returned to the contractor for resubmission and will delay access to the installation.

1.7.7.4. Key Control. N/A

1.7.7.5. Anti-terrorism Security Requirements: The Contractor and all associated Subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government COR). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

1.7.7.5.1. Anti-Terrorism Level (1) One Training. All Contractor employees, including Subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation into the contract, whichever applies. All Contractor employees must complete annual AT Level 1 awareness training. Annual training is to be conducted in the anniversary month when it was initially completed. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within 15

calendar days after completion of training by all employees and Subcontractor personnel. AT Level I training is now conducted on the Joint Knowledge Online (JKO) site. For those that have a CAC, AT Level I can be accessed via https://jkodirect.jten.mil

For those personnel that do not have a CAC, AT Level I can be accessed via the instructions below:

1. Navigate to https://jkodirect.jten.mil
2. Read and accept DoD Warning Banner
3. Click "Standalone Anti-Terrorism Level I Training" link below the main page banner
4. Read page and enter first name and last name.
5. Complete training (Note: User MUST complete this course on the computer in which it is started.)

If training is required in a non-English language, please contact Fort Detrick ATO at: usarmy.detrick.usag.mbx.dptms-antiterrorism@mail.mil.

1.7.7.5.2. Suspicious Activity Awareness Training. The Contractor and all associated SubContractors shall brief all employees on the DHS See Something, Say Something campaign. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than 5 calendar days after completion via a participation roster. Program information can be found at: https://www.dhs.gov/see-something-say-something Any observed suspicious activity can be reported at: https://www.inscom.army.mil/isalute/.

1.7.7.6. Operational Security (OPSEC) Requirements. Personal information or information considered critical to the installation's operations released intentionally or unintentionally could have direct consequences for military and Government personnel as well as our critical operations. Therefore, the Contractor shall be responsible for safeguarding personal information and information considered critical to the Fort Detrick's operations. Per AR 530-1, Operations Security (OPSEC), new Contractor employees must complete Annual OPSEC training within 30 calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training. All Contractor employees shall adhere to USAG Fort Detrick OPSEC policies, regulations, and guidance. Contractor personnel shall not release any personal or operational information to the general public, press, or any other personnel or organizations without prior approval from the USAG Command.

1.7.7.6.1. OPSEC Awareness Training. New Contractor employees and Subcontractor employees must complete Level I OPSEC awareness training within 30 calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and Subcontractor personnel. Course can be found at: https://www.cdse.edu/Training/eLearning/GS130/

1.7.7.6.2. OPSEC SOP. N/A

1.7.7.7. Industrial Personnel Security: IAW AR 380-67, AR 380-49 and DOD 5200.2-R, all contracts, classified, sensitive but unclassified and unclassified are required to contain a security clause. : IAW Army Regulations 380-67, 380-5 and 380-49, the Contractor shall ensure all personnel performing under this contract have a completed National Agency Check with Local Checks (NACLC) or Unclassified contracts require a NACI and that it contain no unfavorable information and has been completed by Office of Personnel Management and/or adjudicated by Defense Industrial Security Clearance Office (DISCO) prior to the start of the contract. The security requirements must be maintained for the life of the contract, and citizenship will be verified by presenting an original birth certificate or a valid US Passport or the original Naturalization Certificate to the USAG Security Office at the time of in processing for all contract personnel assigned to the contract. In order to maintain the security requirements any derogatory information, to include law enforcement issues, mental health issues, or alcohol/drug related issues discovered during the performance of this contract must be reported to the USAG Security Office.

1.7.7.8. Information Assurance Requirements. Contractor does **not** require network access: NO IA REQUIREMENTS

1.7.8. Special Qualifications: The contractor must obtain and maintain MDE and EPA Laboratory Certification. Laboratories performing radiological analysis must hold certification from the Laboratory Accreditation Bureau and NELAC. Proof of

certification must be provided during the contract solicitation process and before the issuance of any optional periods. If the certification is lost during contract execution, the contractor must promptly notify the Government for appropriate action

1.7.9. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the Contracting Activity or Contract Administration Office. 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 appraise the Contractor of how the Government views the Contractor's performance and the Contractor will appraise the Government of problems, if any, being experienced. Appropriate action should be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.7.10. Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.7.11. Key Personnel: The following Contractor personnel are considered key personnel by the Government: 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 by the contract start date. 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. The contract manager or alternate shall be available between 0700-1630 Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons.

1.7.12. Identification of Contractor Employees: When Contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The Contractor shall ensure that Contractor personnel identify themselves as Contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.7.13. Contractor Travel: The contractor shall charge for travel to and from the Fort Detrick Drinking Water and Wastewater Treatment Plants to pick up samples for analysis. This cost will be accounted for as a separate contract line item called Transportation.

1.7.14. Other Direct Costs: No additional costs. Contract is a firm fixed price.

1.7.15. Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.7.16. Organizational Conflict of Interest: Contractor and Subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI.

The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.7.17. Phase in / Phase out Period: N/A

1.7.18. Safety & Health Requirements. The Contractor bears sole responsibility for compliance at all times with Federal, state, and local safety and health laws, regulations, and standards that apply to the work performed under this contract, including the Occupational Safety and Health Act. The Contractor shall take all reasonable steps and precautions to maintain compliance with applicable regulations/requirements, prevent accidents, and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of the work required by this contract. The Contractor shall immediately notify the COR of any work-related mishaps that involves, or appears that it may involve, fatality, total or partial permanent disability of any employee, inpatient hospitalization of any employee, or property damage over $5,000, regardless of whether such matters involve Government or private personnel/property. The Contractor shall also notify the COR of any illness or injury that is, or appears that it may be, an OSHA recordable illness/injury as defined by 29 CFR 1904 as soon as reasonably possible, but not later than on the first business day following the day on which the illness/injury occurred, regardless of whether such matters involve Government or non-Government personnel. The Contractor shall investigate all mishaps, illnesses, and injuries, report the results of such investigations, and cooperate with any Government investigation of such matters, as requested by the COR.

1.7.19. Sustainable Materials Management (Green Procurement): Federal Agencies are required to purchase items designated under the U.S. Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines (CPG) and items designated under the U.S. Department of Agriculture's (USDA) Bio preferred program. The items listed under the CPG contain recycled content and the items listed under the Bio preferred program are bio based. Procurement of the above listed types of sustainable products is required by statute, Executive Order, and/or Federal Acquisition Regulations. EPA's CPG is located at: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. USDA's Bio preferred program is located at: http://www.biopreferred.gov/.

PART 2

2. DEFINITIONS & ACRONYMS

DEFINITIONS:

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

CONTRACTING OFFICER. A person with authority to enter, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the people that are listed in the proposal.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have a contract with the subcontractor.

WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

WORK WEEK. Monday through Friday, unless specified otherwise.

SECURITY. N/A, All areas of access are occupied by DPW staff 24/7. No areas for access to information, equipment, or locations are restricted or classified.

ACRONYMS:

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT	Antiterrorism
ATO	Antiterrorism Officer
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DA	Department of the Army
DOD	Department of Defense
FAR	Federal Acquisition Regulation
KO	Contracting Officer
NDA	Non-disclosure Agreement
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OPSEC	Operations Security
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
TE	Technical Exhibit
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant

PART 3

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide the labor and expertise necessary to collect samples for the contractor to pick up and analyze at the contractor's offsite facility.

3.2. Facilities: N/A

3.3. Utilities: N/A

3.4. Equipment: N/A

3.5. Materials: N/A

3.6. Return of Government Furnished Items: N/A

3.7. Missing, Stolen, Lost, and Recovered Property: The Contractor shall comply with all Government rules and regulations IAW FAR 45.103, Responsibilities, and Liabilities for Government Property. The Contractor shall be held responsible for lost, missing, stolen, damaged, abused (excessive wear and tear), or destroyed items while in the Contractor's possession. Any damage to Government furnished items due to negligence, failure to secure or Contractor caused accidents shall be repaired, and temporary/replacement property acquired, at the cost to the Contractor.

PART 4

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. General: The Contractor is responsible for supplying all necessary materials, equipment, sample transportation, and services required to fulfill the contract, except for those specified in Part 3 of this PWS.

4.2. Materials: The Contractor must furnish all required containers and shipping materials for the samples as needed.

4.3. Equipment: The Contractor shall ensure that all containers and shipping materials provided for the samples comply with applicable Federal, state, and local handling regulations.

4.4. Quality Control Plan: The Contractor shall submit a current Quality Control Plan (QCP) with their proposal. The Contractor shall perform all sample handling and analytical activities in accordance with the approved QCP. Updates to the QCP must be submitted to the COR for approval.

4.5. MDE Laboratory Certification: The Contractor shall utilize a laboratory that holds current Maryland Department of the Environment (MDE) certification for all analytical methods required under this contract. Proof of certification shall be submitted with the proposal and maintained throughout the period of performance.

4.6. Sample Analysis: The Contractor shall perform all required sample analyses in accordance with approved analytical methods, the QCP, and all applicable MDE and EPA requirements. The Contractor is responsible for confirming that the laboratory applies the appropriate method for each sample and parameter prior to analysis.

4.7. Analytical Reports: The Contractor shall provide complete analytical reports for each sample, including all required QA/QC data and chain-of-custody documentation. Reports shall be submitted within the timeframe specified in this PWS.

4.8. Chain of Custody: The Contractor shall provide the Government with the correct and current chain-of-custody (COC) forms and sampling instructions supplied by the laboratory. The Contractor is responsible for ensuring that all COC forms and instructions provided to the Government are accurate, complete, and reflect the laboratory's current requirements. The Contractor shall include the final COC documentation in all analytical reports.

4.9. Notification of Issues: The Contractor shall notify the COR immediately of any issues that may affect sample pickup, analysis, or reporting timelines.

4.10. Subcontracted Laboratory Disclosure and DMR-QA Participation: The Contractor shall disclose any laboratory, including subcontracted laboratories, that performs analyses used for wastewater Discharge Monitoring Reports (DMRs). The Contractor shall ensure that all laboratories performing such analyses participate in the EPA DMR-QA Study.

To meet this requirement, the Contractor shall formally document compliance by preparing and submitting the "DMR-QA Laboratory Notification & Compliance Package" as a required annual deliverable, no later than July 15 of each year. This package must verify that all subcontracted laboratories hold current MDE certification for the methods performed. Maryland is not exempt from the EPA DMR-QA Study, and this submission will serve as proof that all laboratories performing DMR-related analyses for this permit are prepared to fully comply with the study's requirements. This compliance requirement is mandatory regardless of the physical location of the subcontracted laboratory; data from a laboratory in an EPA-recognized "exempt" state is not acceptable unless that laboratory fully participates in the DMR-QA study for all analyses performed for this permit...

PART 5

5. SPECIFIC TASKS

5.1. Basic Services. The contractor is responsible for providing bottle ware, transporting, and analyzing samples from both the Fort Detrick Drinking Water Treatment Plant (WTP) and the Fort Detrick Wastewater Treatment Plant (WWTP). The contractor shall perform the following essential services:

5.1.1. Supplies: The contractor shall provide all required sample containers, preservatives, transport coolers, and shipping materials necessary to meet MDE and EPA analytical requirements. The contractor must maintain sufficient inventory to support both scheduled and unscheduled sample analyses. At a minimum, the contractor will keep a two-week supply of all essential materials at both the WTP and WWTP and will provide a list of all items supplied.

5.1.2. Sample Pickup: The contractor shall pick up and transport all scheduled and unscheduled samples in accordance with the scope and structure outlined in Technical Exhibit 3. Scheduled samples shall be picked up twice a week, and any additional unscheduled samples shall be picked up within 24 hours of COR request. All samples will be picked up at the WTP and WWTP offices, with the contractor providing a receipt confirming the samples received at the time of pickup. Any missed scheduled pickups (due to weather or other unforeseen circumstances) must be picked up by COB the next calendar day. The WTP office is located at 1972 North Market St. and the WWTP office is located at 1788 North Market St., Frederick MD 21701. The contractor should supply the necessary shipping materials such as a cooler and shipping label or shipping number to reference at the courier drop-off location when samples need to be sent directly to contracted or subcontracted laboratories.

5.1.3. Sample Analysis and Analytical Reports: Conduct the necessary analyses of samples received as specified in Technical Exhibit 3, ensuring full compliance with EPA and MDE requirements. All analyses shall be performed using the correct and current analytical methods required for each parameter. Wastewater radiological analytical detection limits must meet the minimum regulatory threshold of 4 pCi/L, as outlined in 40 CFR 141.25(c) or other regulated requirements to comply with our Radiological Monitoring Program.

Submit a written analytical results report to the Government detailing the date of sample collection, the type of analysis conducted, and the corresponding analytical results. Reports must be provided to the WTP or WWTP Supervisor and COR no later than 14 days after the sample is received. If certain analyses require additional time beyond this deadline, the contractor must promptly notify the COR and provide justification for the delay. The reports are reviewed, and the results are provided to MDE.

PART 6

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

The Contractor must abide by all applicable regulations, publications, forms, manuals, and local policies and procedures, to include:

6.1. Standard Forms

FORM NUMBER	FORM NAME	LINK / LOCATION
FD 190-13	Fort Detrick Non-DOD and Non-Federal Employee Visitor's Vetting Form	Form will be provided by COR
SF 312	Classified Information Nondisclosure Agreement	SF 312, Classified Information Nondisclosure Agreement

6.2. Regulations, Publications, Manuals, and Local Policies and Procedures

REFERENCE	MANDATORY / ADVISORY	LINK OR PRINT
AR 530-1, Operations Security (OPSEC)	Mandatory	AR 530-1, Operations Security
AR 380-5, Security	Mandatory	AR 380-5, Security
AR 380-67, Personnel Security Program	Mandatory	AR 380-67, Personnel Security Program
FAR Subpart 7.5, Inherently Governmental Functions	Mandatory	FAR Subpart 7.5, Inherently Governmental Functions
FAR Subpart 9.5	Mandatory	FAR Subpart 9.5
FAR Part 37.1, Service Contracts – General	Mandatory	FAR Subpart 37.1, Service Contracts-General
FAR Subpart 42.5, Post award Orientation	Mandatory	FAR Subpart 42.5, Post award Orientation
FAR 45.103, Responsibilities, and Liabilities for Government Property	Mandatory	FAR 45.103

Purchasing of any certifications or documentation for the accomplishment of the tasks in PWS is at the expense of the contractor.

PART 7

7. TECHNICAL EXHIBIT LISTING

7.1. Technical Exhibit 1 - Performance Requirements Summary (PRS)

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
PRS #1 The contractor shall provide sampling containers and shipping materials.	(5.1.1) Provide all required sample containers, preservatives, coolers, and materials to meet MDE/EPA requirements. A list of all supplied items will be provided.	(5.1.1) Maintain a two-week supply of all essential materials at both the WTP and WWTP.	Periodic visual surveillance of the materials by the COR
PRS #2 Pickup regular samples twice a week.	(5.1.2) Scheduled samples shall be picked up twice a week from the WTP and WWTP offices. The contractor will provide a receipt confirming the samples received.	Zero deviation from standard. (5.1.2) Any missed scheduled pickups must be picked up by COB the next calendar day.	100 percent inspection through pickup receipts provided by the contractor.
PRS #3 Unscheduled sample pick up at Government request.	(5.1.2) Any additional unscheduled samples shall be picked up within 24 hours of COR request.	No deviation from the standard 24-hour requirement, except for holidays and Governmental action.	100 percent inspection through pickup receipts provided by the contractor.
PRS #4 Perform required analytical services.	(5.1.3) Conduct analyses as specified in Technical Exhibit 3, ensuring full EPA/MDE compliance. Wastewater radiological limits must meet 4 pCi/L.	No deviation from standards in accordance with EPA and MDE requirements, except for holidays and Governmental action.	100 percent inspection of testing results.
PRS #5 Provide analytical results reports.	(5.1.3) Submit a written analytical report detailing the date of collection, type of analysis, and results to the WTP/WWTP Supervisor and COR.	(5.1.3) Reports must be provided no later than 14 days after the sample is received. If a delay is needed, the contractor must promptly notify the COR with justification.	100 percent of inspection of testing results against pickup receipts.

7.2. Technical Exhibit 2 – Deliverables Schedule

Deliverable	**Frequency**	**# of Copies**	**Medium/Format**	**Submit To**
(1.7.1, 4.4) Quality Control Update QCP if changes occur	Submit current QCP with bid submission; submit updated QCP within 10 business days of any changes	1 Copy per lab	By Email; Microsoft (MS) Word, or PDF	COR
(4.5) MDE Laboratory Certification Documentation, provide updates if changes in labs	Provide current MDE laboratory certifications with bid submission; provide updated certifications within 10 business days if laboratory or subcontractor changes occur	1 Copy per lab	By Email; MS Word, or PDF DVD	COR
Vetting Form 190-13	14 Days in advance of need	1 Copy	By Email (PDF will be provided)	COR
Anti-Terrorism Level One Training Certificates	Annually, within 15 calendar days upon completion	1 Copy	By Email; MS Word or PDF	COR
OPSEC Awareness Training Certificates	Annually, within 15 calendar days upon completion	1 Copy	By Email; MS Word or PDF	COR
OPSEC SOP	Within 90 calendar days of contract award	1 Copy	By Email; MS Word or PDF	COR
Key Contract Personnel and Personnel Changes	At contract start date and within 15 days of any personnel changes	1 Copy	By Email	COR and KO
5.1.1 Supplies	As necessary, to ensure a two-week supply of MDE/EPA compliant materials is available at both the WTP and WWTP at all times.	1 Copy	By Email, MS Word or PDF	COR and Plant Supervisors
5.1.2 Scheduled Sample Pickup	Twice per week, with a pickup receipt provided at the time of each pickup.	1 Copy	By Email	COR and Plant Supervisors
5.1.2 Unscheduled Sample Pickup	Within 24 hours of COR request, with a pickup receipt provided at the time of pickup.	1 Copy	By Email	COR and Plant Supervisors
5.1.3 Sample Analysis & Analytical Reports	Within 14 calendar days of the sample being received by the lab. (An alternate timeframe is permissible if approved by the COR with justification.)	2 Copies	By Email; MS Word or PDF	COR and Plant Supervisors
(4.10) Annual Laboratory Identification and Certification Report (DMR-QA Compliance)	Annually, no later than July 15	1 Copy per lab	Government approved format or DMR-QA Study Page 14-16 for each lab to send them notification	COR and Plant Supervisors

7.3. Technical Exhibit 3 – Scheduled Analysis, Transportations, and Miscellaneous

7.3.1. Scheduled Analysis

Please be advised that the following analytical testing requirements are mandated by the MDE and are stipulated in the current discharge authorization permit and renewed discharge authorization permit around November 2026.

The testing frequencies for these analyses are not uniform. As detailed in the table below, sample collection and analysis schedules vary significantly and may be required on a quarterly, biannual, annual, triennial, or other specific basis (e.g., only during the 2nd quarter). The contractor must review the detailed requirements for each analysis and price their services accordingly, accounting for the specified frequency of each test.

Sample Pick Up Location	**Sample Matrix**	**Analysis/Parameters**	**Testing Frequency**
WWTP[1]	24 Hr. Composite Effluent	• Biochemical Oxygen Demand (BOD) • Total Suspended Solids • Organic Nitrogen • Ammonia Nitrogen • Nitrate+Nitrites • Total Phosphorus • Orthophosphate • E. coli (grab sample) • Total Kjeldahl Nitrogen (TKN)	Two times per Week
WWTP[1]	Wastewater Effluent	SOCs • Benzidine • N-Nitrosodimethylamine • Hexachlorobenzene	1 sample per Quarter
WWTP	Wastewater Influent, Effluent and Landfill Leachate	Radiological • Gross beta activity	5 samples per Quarter
WWTP	Treated Sludge	• pH • Solids content • Total kjeldahl nitrogen • Ammonium nitrogen • Total phosphorus • Total potassium • Nitrate nitrogen • Total cadmium • Total copper • Total nickel • Total lead • Total zinc • Total mercury • Total arsenic • Total molybdenum • Total selenium • Polychlorinated Biphenyls	1 sample per Year – due before May 30 to report June 1
WTP	Raw and Finished Water	• Total Organic Carbon (2920)	2 samples per Month
WTP	Finished Water	• Coliform (TCR) (3100)	9 samples per Month
WTP	Finished Water (2 samples)	Trihalomethane (2950) • 2941-Chloroform • 2942-Bromoform • 2943-Bromodichloromethane	2 samples per Quarter

		• 2944-Dibromochloromethane	
WTP	Finished Water (2 samples)	Total Haloacetic Acid (2456) • 2454-Dibromoacetic Acid • 2451-Dichloroacetic Acid • 2453-Monobromoacetic Acid • 2450-Monochloroacetic Acid • 2452-Trichloroacetic Acid	2 Samples per Quarter
WTP	Finished Water	5SOC • Endrin (2005) • Lindane or BHC-Gamma (2010) • Methoxychlor (2015) • Toxaphene (2020) • Di(2-ethyllhexyl) adipate (2035) • Simazine (2037) • Di(2-ethylhexyl) phthalate (2039) • Hexachlorocyclopentadiene (2042) • Atrazine (2050) • Lasso (Alachlor) (2051) • Heptachlor (2065) • Heptachlor epoxide (2067) • Hexachlorobenzene (2274) • Benzo(a)pyrene (2306) • Total PCBs as Aroclor (2383) • Chlordane (2959)	Twice per Year - 2nd and 3rd Quarter (04/01-09/30)
WTP	Finished Water	2SOC • Dalapon (2031) • Oxamyl (2036) • Picloram (2040) • Dinoseb (2041) • Aldicarb sulfoxide (2043) • Aldicarb sulfone (2044) • Carbofuran (2046) • Aldicarb (2047) • 2,4-D (2105) • 2,4,5-TP (2110) • Pentachlorophenol (2326) • 1,2-Dibromo-3-Chloropropane (2931) • Ethylene Dibromide (2946)	1 sample per Year – 2nd Quarter (04/01-06/30)
WTP	Finished Water	• Nitrate	1 sample per Year
WTP	Finished Water	Metals (Phase II/V) • Arsenic (1005) • Barium (1010) • Cadmium (1015) • Chromium (1020) • Mercury (1035) • Nickel (1036) • Antimony, Total (1074)	1 sample per Year

		• Beryllium, Total (1075) • Thallium, Total (1085) • Selenium (1045)	
WTP	Finished Water	VOC • 1,2,4-Trichlorobenzene (2378) • Cis-1,2-Dichloroethylene (2380) • Xylenes, Total (2955) • Dichloromethane (2964) • O-Dichlorobenzene (2968) • P-Dichlorobenzene (2969) • Vinyl Chloride (2976) • 1,1-Dichloroethylene (2977) • Trans-1,2-Dichloroethylene (2979) • 1,2-Dichloroethane (2980) • 1,1,1-Trichloroethane (2981) • Carbon tetrachloride (2982) • 1,2-Dichloropropane (2984) • Trichloroethylene (2984) • 1,1,2-Trichloroethane (2985) • Tetrachloroethylene (2987) • Chlorobenzene (2989) • Benzene (2990) • Toluene (2991) • Ethylbenzene (2992) • Styrene (2996)	1 sample per Year
WTP[2]	Finished Water	• PFOA (7705) • PFOS (7710) • HFPO-DA (or GenX Chemicals) (7725) • PFHxS (7715) • PFNA (7720)	1 sample per Quarter (compliance monitoring begins on April 26, 2027)[2]
WTP	Finished Water	• Fluoride (1025)	1 sample - Triennial
WTP	Finished Water	• Copper, Free (1022) • Lead (1030)	Twenty (20) samples Triennial (06/01 – 09/30)

1-Requirements are dependent on the discharge authorization permit. The new discharge authorization permit will be issued around November 2026. This will be a 5-year permit. We are not anticipating MDE to require more testing than what is listed.
2-Per- and Polyfluoroalkyl Substances (PFAS) National Primary Drinking Water Regulation 89 FR 32532, April 26, 2024, Vol. 89, No. 82. Sampling frequency could change based on quarterly results.

7.3.2. Transportation

Sample Pick Up Location	**Description**	**Unit of Measure**
WWTP and WTP	Scheduled sample collection from both plant locations. Pricing is based on the WWTP requirement of two pickups per week (104 trips annually). This single trip price should cover the collection of all required samples from both plants during each visit.	Per Trip

7.3.3. Miscellaneous

Sample Pick Up Location	**Description**	**Unit of Measure**
WWTP and WTP	Unscheduled sample collection.	Per Sample