		AWARD/CONTRACT		S CONTRACT IS A RA		RA	TING		PAGE OF PAGES	
		(Proc. Inst. Ident.) NO. CNA000103				3. EFFECTIVE		4. REQUISITION/PURC		OJECT NO.
5. ISSUE	D BY	CODE	89	2331	6. ADMINISTERED	DBY (If other th	an Item	5) COD	E 0500	)1
NNSA Non M&O Contracting Operations NA-APM-12 Albuquerque Complex				NNSA Serv: U.S. Depai NNSA Serv: P.O. Box S Albuquerqu	rtment c ice Cent 5400	f En er				
		DDRESS OF CONTRACTOR (No., stree	, country, State and	I ZIP Code)		8. DELIVER	(			
Incorporated County Of Los Alamos Attn: David Griego 1000 Central Ave Ste 300 LOS ALAMOS NM 87544					FOB C	RIGIN	X OTH	HER (See below)		
						10. SUBMIT (4 copies unl TO THE ADD	ess othe	rwise specified)	ITEM	
11. SHIP		423424 RK FOR CODE	FACILITY CODE	5003	12. PAYMENT WIL		/	CODE	00503	
NNSA Los Alamos Field Office NA-LA Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544				OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831						
13. AUTH	HORITY	FOR USING OTHER THAN FULL AND	OPEN COMPETITIO	ON:	14. ACCOUNTING AND APPROPRIATION DATA					
1	0 U.S.C	C. 2304 (c) ( )	41 U.S.C. 3304 (a	)( 0 )						
15A. ITE	EM NO	155	SUPPLIES/SERV	ICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOU	JNT
		Continued				OTAL AMOUN	T OF CO	NTRACT	\$1	,166,460.00
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		- THE SCHEDULE				- CONTRACT		s		11101 (0)
	А	SOLICITATION/CONTRACT FORM				CONTRACT				
	В	SUPPLIES OR SERVICES AND PRICE	S/COSTS		PART III	I - LIST OF DO	CUMENT	S, EXHIBITS AND OTH	ER ATTACH.	
	С	DESCRIPTION/SPECS./WORK STATE	MENT		J	LIST OF ATT				
	D	PACKAGING AND MARKING						AND INSTRUCTIONS		
	E F	INSPECTION AND ACCEPTANCE DELIVERIES OR PERFORMANCE			К			, CERTIFICATIONS AND S OF OFFERORS	)	
	G	CONTRACT ADMINISTRATION DATA			L			ND NOTICES TO OFFEI	RORS	
	Н	SPECIAL CONTRACT REQUIREMENT	S		М	EVALUATIO	N FACTC	RS FOR AWARD		
		CONTRACTING OFFICER WILL COMPL	ETE ITEM 17 (SEAL	ED-BID OR NEGOTIA		, ,				
		ACTOR' S NEGOTIATED AGREEMENT (			18. SEALED-B		ontractor	is not required to sign thi	is document.) Your bid	on
documer furnish a		$eturn \_\_\_$ copies to issuing ver all items or perform all the services set	office.) Contractor a forth or otherwise in	-			s made h	ov vou which additions or	changes are set forth	,
above and on any continuation sheets for the consideration stated herein. The rights and				including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation						
obligations of the parties to this contract shall be subject to and governed by the following				sheets. This award consummates the contract which consists of the following						
		this award/contract, (b) the solicitation, if a certifications, and specifications, as are a			documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when					
reference	e herein	. (Attachments are listed herein.)		· · · <del>·</del> · · ·	awarding a sealed	l-bid contract.)		• •		
19A. NAI	ME AND	D TITLE OF SIGNER (Type or print)			20A.NAME OF CO Yolanda R					
19B. NA	ME OF	CONTRACTOR		19C. DATE SIGNED	20B. UNITED STA			·	20C. DATE	SIGNED
BY	-				ВҮ					3/2019
(Sig	nature	of person authorized to sign)			(Signature of t	the Contracting	Officer)	OTAN		13)
		R LOCAL REPRODUCTION						STAN	DARD FORM 26 (Rev. 3/20	13)

Previous edition is NOT usable

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE O	F		
CONTINUATION SHEET	89233119CNA000103	2	20		
NAME OF OFFEROR OR CONTRACTOR					

Incorporated County Of Los Alamos

M NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	Delivery: 09/30/2020				
	FOB: Destination				
	Period of Performance: 10/01/2019 to 09/30/2020				
00001	LANL water				1,166,460
	Line item value is: \$1,166,460.00				
	Incrementally Funded Amount: \$0.00				

ITEM SUPPLIES OR SERVICES Purch Unit	Total Item Amount

#### Los Alamos National Lab Water Services

0001

	1	EST \$1,166,460.00
	Lot	EST \$1.166,460.00
Noun:	WATER SERVICES TO LOS ALA	MOS NATIONAL
	LABORATORY	
ACRN:	U	
Contract type:	Y - TIME AND MATERIALS	
Inspection:	DESTINATION	
Acceptance:	DESTINATION	
FOB:	DESTINATION	
Descriptive Data:		

The contractor shall furnish all personnel, facilities, services, materials, supplies, (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "STATEMENT OF WORK FOR WATER SERVICES FOR LOS ALAMOS NATIONAL LABORATORY" at Attachment 1.

PERIOD OF PERFORMANCE - October 1, 2019 thru September 30, 2020

# NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

# B001 PRICES (TIME-AND-MATERIAL ESTIMATED COST AND CEILING PRICE) (FEB 2005) (TAILORED)

(a) The contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the objectives and requirements of Attachment 1.

(b) The ceiling price of the contract is \$1,166,460.00and includes the estimated labor costs identified in subparagraph (c) below and the estimated other direct costs (ODC) identified in subparagraph (d) below.

(c) The estimated costs for Item n/a - Labor, is n/a. This amount is included in the ceiling amount specified in paragraph (b) above. The labor rates are stated below:

n/a

Unit price used in computing estimated contract costs include applicable indirect costs; profit/fee, and federal, state, and local taxes.

(d) The estimated cost for Item 0001 is \$1,166,460.00. This amount is included in the ceiling amount specified in paragraph (b) above.

(e) In the event that the work cannot be completed within the negotiated ceiling price, the Contractor agrees to enter into negotiation for the additional amount required to complete the effort.

## B003 ITEMS BEING ACQUIRED (FEB 2005) (TAILORED)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Contract Line Item 0001 - Water Services to Los Alamos National Laboratory

# **NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

# C002 STATEMENT OF WORK (SOW)/ PERFORMANCE WORK STATEMENT (PWS) (FEB 2005) (TAILORED)

The SOW/PWS is included as Attachment 1 to this Bridge contract.

#### C003 ATTACHMENTS (AUG 2009)

DOCUMENT	PAGES	DATE	TITLE
ATTACHMENT 1	5	25 AUG 2019	UPDATED STATEMENT OF WORK
ATTACHMENT 2	3	04 MAR2009	LOS ALAMOS COUNTY/LOS ALAMOS NATIONAL LABORATORY WATER SYSTEM CURTAILMENT PLAN
ATTACHMENT 3	3	02 APR 2019	LOS ALAMOS COUNTY ORDINANCE NO.02-294 (BULK WATER RATES ORDINANCE)
ATTACHMENT 4	2	20 APR 1999	LOS ALAMOS COUNTY ORDINANCE NO.02-270 (DISTRIBUTION WATER RATES ORDINANCE)
ATTACHMENT 5	2	22 JAN 1990	LOS ALAMOS COUNTY ORDINANCE NO.85-109. (LATE PAYMENT FEE ORDINANCE)
ATTACHMENT 6	0		COMPLETED AND NO LONGER REQUIRED
ATTACHMENT 7	21	24 JUN 2009	SECURITY REQUIREMENTS
ATTACHMENT 8	2	08 July 2014	LOS ALAMOS COUNTY ORDINANCE NO. 02-242
ATTACHMENT 9	1	08 July 2014	LATE PAYMENT FEES UTILITIES

## NO CLAUSES OR PROVISIONS IN THIS SECTION

## NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

#### E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

ITEM	SUPPLIES SCHEDULE DATA	QTY DATE
0001		30 Sep 2020
	Noun:	WATER SERVICES TO LOS ALAMOS NATIONAL LABORATORY
	ACRN:	u

# **NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

# F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The period of performance for the effort required under this Bridge contract is from October 1, 2019 through September 30, 2020.

#### NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

#### G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representative (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative: Cassandra Begay, 505-665-4246, <u>Cassandra.Begay@nnsa.doe.gov</u> Los Alamos Field Office.

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist: Matthew Barela, <u>matthew.barela@nnsa.doe.gov, (</u>505) 845-5535, NNSA Complex, P.O. Box 5400, Albuquerque, NM 87185-5400

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contract Specialist with information copies to the COR and the NNSA Patent Counsel as follows:

William Mayers, <u>william.mayers@nnsa.doe.gov, (</u>505) 845-4134, NNSA Complex, P.O. Box 5400, Albuquerque, NM 87185-5400

(d) The Contracting Officer for this contract is:

Yolanda Robinson-Freeman, <u>yolanda.r-freeman@nnsa.doe.gov</u> (505) 845-4693, APM 123, NNSA Complex P.O. Box 5400, Albuquerque, NM 87185-5400

#### G002 INVOICE AND PAYMENT PROCEDURES (AUG 2009)

The Contractor shall submit an original invoice to the address shown in Block 12 on the SF 26 and a copy to the COR.

COR: Cassandra Begay, (505) 665-4246, Cassandra.Begay@nnsa.doe.gov

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Each invoice must include:

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number;

(4) Inclusive dates of billing period and description, quantity (consumption during billing period), unit of measure (meter constants), unit price, and extended price of the items delivered;

- (5) Meter readings at the beginning and end of the billing period; discount offered;
- (6) Applicable rate schedule (s) and terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

(8) Name, title, phone number and email address of person to be notified in event of defective invoice.

The Government, through the Los Alamos National Laboratory M&O Contractor, will make invoice payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (0MB) Circular A-125, Prompt Payment.

## **NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

# H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)

The Representations, Certifications, and Other Statements of Offeror were verified on the Online Representations and Certifications Application (ORCA) website on September 14, 2009, 2 PM Mountain Time, and are hereby incorporated by reference.

## H100 SAN JUAN/CHAMA WATER DIVERSION PROJECT (MAR 2009)

(1) Recognizing the need to utilize the County's San Juan/Chama Diversion Project water allocation to meet future water demands within the duration of this contract, the Government intends to provide support to the County related to the development of a project to draw, treat and supply this water from the Rio Grande for use in the LAWPS. This support may be specified in a future modification to this Contract or may constitute a separate contractual instrument between the parties. The County is currently planning to utilize San Juan/Chama water in the LAWPS and to include the cost for this water in their Bulk Delivery Rate.

(2) Prior to the execution of a Contract modification or other contractual instrument as described above, the Government may offer assistance to the County including, but not necessarily limited to, development of cost and technical analysis data related to the use of treated Rio Grande water at LANL facilities and the impact of using river water on LANL cooling tower or other operations.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.203-3GRATUITIES (APR 1984)52.203-5COVENANT AGAINST CONTINGENT FEES {APR 1984)52.203-6RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)
- 52.233-1 DISPUTES (JUL 2002)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-13 BANKRUPTCY (JUL 1995)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

#### FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

## 52.202-1 DEFINITIONS (DEVIATION) (JUL 2004) (TAILORED)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and Procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at http://www.acqnet.gov at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

(d) "Billing Period" shall mean a period of approximately 30 days.

(e) "Fiscal Year" shall refer to the County's Fiscal Year, and shall mean a period of one year commencing July 1st and ending June 30th.

(f) "k Gallon" shall mean one thousand (1,000) gallons of water

(g) "LAWPS" shall mean the Los Alamos Water Production System, including but not limited to wells, booster pumps, reservoirs, pipelines, disinfection equipment, buildings, associated equipment and real and personal property utilized by the County to produce, store and deliver water distribution systems.

- (h) "County" shall mean the County of Los Alamos.
- (i) "LANL" shall mean Los Alamos National Laboratory.

U) "Government" shall mean the United States Government, Department of Energy/National Nuclear Security Administration.

# 52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995) (TAILORED)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

## 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period of 1 year the Contractor agrees to furnish and the Government agrees to purchase water utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

## 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995) (TAILORED)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

#### 52.241-5 CONTRACTOR'S FACILITIES (FEB 1995) {TAILORED)

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Statement of Work. Title to all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) The Contractor shall coordinate any construction, installation or major repair activities on Government premises with the Contracting Officer's Representative Cassandra Begay, Cassandra.Begay@nnsa.doe.gov, (505) 665-4246

505-845-5501) prior to commencing such work. The Government shall provide utility information (including field markings when needed) and excavation permits at no cost to the Contractor, when such information is necessary for excavation work to be performed by the Contractor on Government premises. In addition, the Government shall provide the Contractor with all pertinent information as necessary on such items as Solid Waste Management Units (SWMUs), storm water run- off, endangered species, and archaeological and safety requirements that relate to excavation work to be performed by the Contractor on Government premises. The Contractor is solely responsible for compliance of the environmental, safety and work practices of its employees and subcontractors with applicable federal and state laws; the Contractor, its employees and subcontractors are not responsible for compliance with any DOE orders except for those which are listed in this Contract. Non-emergency excavation permits shall be supplied by the Government within 30 calendar day's submittal of the Contractor's request. The Contractor will promptly notify LANL emergency personnel to secure utility locates information and other appropriate support during situations requiring emergency excavations by Contractor.

(c) The Government shall allow the Contractor's employees, agents and contractors access to the Government's service locations and sites to effectuate the provisions of this Contract; provided, however, the Government may limit or restrict the access being granted in any manner considered necessary for reasons of national security and worker safety. The Government shall provide access badges and/or security clearances as necessary for Contractor's employees to operate LAWPS facilities on Government property. These badges/clearances shall be issued for the life of this contract unless prohibited by applicable regulations.

(d) The Contractor shall provide access to wells and related facilities, on reasonable notice and at reasonable times, to authorized Los Alamos National Laboratory personnel for the purpose of continuing ongoing water quality testing, geohydrological research, surveillance activities and chemical and radiological sampling at wells. Coincident with Contractor operations, maintenance or repair activities, and as mutually agreed upon, the Contractor may, on behalf of LANL, conduct geohydrological testing of wells. The Contractor shall be reimbursed for such testing on the next monthly water bill.

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(e) On LANL property, in accordance with the New Mexico Water Quality Control Commission Regulations, the contractor will implement Best Management Practices (BMPs) to control pollutants including disturbed sediment. To the extent the Contractor is undertaking site disturbances of one {1) acre or more, the Contractor will implement Storm Water Pollution Prevention Plans (SWPPP) and BMPs for site disturbances, in accordance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Water Discharges from Large and Small Construction Activities. To the extent the Contractor is undertaking site disturbances of less than one {1) acre, the Government will implement SWPPP and BMPs for site disturbances, in accordance with the NPDES General Permit for Water Discharges from large and Small Construction Activities.

# 52.241-6 SERVICE PROVISIONS (FEB 1995) (TAILORED)

(a) Measurement of service.

(1) All water supplied by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. Billing meter repair and maintenance costs shall be included as part of the Customer Service Charge applicable to the Government's Facilities.

(2) The Contractor shall read all billing meters at approximately 30 day intervals, or in accordance with the policy of the Contractor.

(b) Meter testing.

{1) The meters referenced in this section shall be limited to those meters which measure water service provided by the Contractor to the Government.

(2) The Contractor shall inspect and test the Contractor's bulk delivery billing meters at intervals not to exceed thirteen (13) months. The Contractor shall inspect and test the Contractor's retail rate meters at intervals not to exceed twenty-five {25} months. The Government shall have the right to have a representative present at the inspections and tests of meters, and/or to request copies of inspection and test reports of meters. The Contractor shall give the Government a minimum of ten (10) days written notice prior to such tests.

(3) Upon the Government's written request, the Contractor shall make additional inspections and tests of any or all meters in the presence of the Government's representatives. The cost of such additional tests shall be borne by the Government if the percentage of error is found to be no more than 2% high or low.

(4) Meters shall be calibrated to maintain 100% accuracy as far as practicable. No meter shall be placed in service or allowed to remain in service which has an error in registration of 2% high or low within any portion of the normal operating range. The Contractor shall have thirty {30) days after the recalibration of a meter in which to report any percentage error to the Government.

(5) If it is determined that an error exists in the metering (or billing thereof) and such error is due to a cause, the date of which can be reliably established, the Government shall be so advised and an appropriate adjustment shall be included on the next invoice; or should the Contractor have rendered its final invoice under this Contract, then the Government or the Contractor may render a statement setting forth the amount due to, or owed by, the Government and payment will be made within fifteen (15) days. If there is an error in metering or which the date the erroneous metering commenced cannot be established, the following shall govern:

(i) If any meter is found to be registering more than two percent (2%) high, the Contractor shall refund to the Government or credit to the Government in the next monthly billing, the

Amount of any overcharge based on corrected meter readings for the period that the meter was known to be in error, if discernible, or for the preceding six (6) months, whichever is shorter.

(ii) If any meter is found to be registering more than two percent (2%) low, the Government shall pay to the Contractor the amount of undercharge resulting therefrom based on corrected meter readings for either the period the meter was known to be in error, if discernible, or for the preceding six (6) months, whichever is shorter.

(iii) If any meter is found to be non-registering, the Contractor may bill the Government for the estimated water consumed for either the period since the date the meter was last known to be registering or for the preceding six (6) months, whichever is shorter. Such estimate of water consumed shall be mutually agreed upon, and shall be based such factors as the Government's prior or subsequent consumption which was correctly metered, and the general characteristics of the Government's operations.

(c) Change in Volume or Characteristics of Service. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volumes or characteristics of the service required at each location.

(d) Continuity of Service and Consumption. The Contractor shall use reasonable diligence to maintain minimum fire protection water levels in storage tanks as set forth in the Statement of Work and to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the County, including but not limited to acts of God, or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities.

(e) Water quality.

(1) The Contractor shall supply the Government with water that meets applicable federal and state drinking water standards, including standards created by any new regulations that may be promulgated during the term of this Contract. The Government reserves the right to inspect or test water quality, however the Government is not obligated to do so. The Government may require corrective action at no increase in contract price beyond that recovered through. Generally applicable rates.

(2) The Contractor shall retain records of testing required by state and/or federal law. The Government may inspect such records at the Contractor's principal place of business upon reasonable notice during normal business hours. As required by state and/or federal law, the Contractor shall notify the Government if contaminant levels exceed the maximum allowable levels specified in regulations governing water quality.

(3) The Contractor shall disinfect the water delivered to LANL to the extent necessary under normal operation of the LANL distribution system. The cost of disinfecting the water shall be included as part of the Bulk Rate. The Government shall make its best effort to prevent contamination from developing in low usage areas in the LANL distribution system, such as dead-end pipes, and to remedy such contamination should it occur.

(4) The Government shall disinfect its distribution system pipes after repairs or extensions are made to prevent microbiological contamination. The Government shall make its best effort to prevent contamination of its distribution system from lead, copper and other substances, and shall conduct its operations so as not to contaminate the distribution system. The Government shall be responsible for flushing any new, repaired or replaced lines to remove dirt or similar debris.

(5) Notwithstanding any other provision in this Contract, should the Government require water of a higher quality than mandated by prevailing State and Federal standards, the Government shall

be solely responsible for providing any additional treatment or shall negotiate a modification to this Contract to compensate the Contractor for the cost of providing the additional treatment.

(f) Water Losses.

If, due to the negligence or willful misconduct of the Contractor, water losses estimated to exceed 100 kGallons in any one incident occurs from LAWPS facilities containing water already purchased by the Government, that volume will be credited to the Government in the next month's billing.

(g) Water Storage Levels. The County shall maintain sufficient water storage levels in LAWPS reservoirs for firefighting purposes. The initial water level storage requirements, which may be reviewed and updated from time to time by mutual agreement of the Parties, are:

TankMinimum Set PointPajarito Tank No. 4Twenty-five (25) feetPajarito Tank No. 4ATwenty-three (23) feet

The Parties to this Contract recognize the need to maintain adequate fire-fighting water supply in Pajarito Booster No. 2 Tank, while at the same time preserving the tank's function as suction supply for the Booster Station. Accordingly, the County will make reasonable efforts to avoid drawing the tank down below five (5) feet of storage. The Government recognizes that the water level in Pajarito Booster No. 2 Tank may occasionally temporarily dip below five (5) feet during pumping or water transfer operations. At the conclusion of such routine daily operations, the County agrees to use reasonable efforts to leave Pajarito Booster No. 2 Tank's water level as far above five (5) feet as practical, given the circumstances at the time.

(h) Water pumping. As a demand side management initiative, the Parties agree that the operation of wells and booster station pumps shall be restricted to the maximum extent practical, as determined solely by the County, during time of monthly peak electrical demands. The Parties agree to a continuation of the established practice of assessing electrical demand charges for the operation of the water production system on the basis of the water system demand that is coincidental with the monthly Los Alamos Power Pool's peak electric demand.

(i) Safety: Utility Locate. The Government, and any of its contractors, shall notify the County and request a Utility Locate before performing excavation on or near the LAWPS pipelines. The County shall notify the Government's Representative for Routine Operational Matters, within 30 days, of any relocation of water lines and provide a map showing the relocation.

U) Nothing in this Contract shall be construed to prevent the County from taking appropriate actions, including immediately suspending service, to mitigate an imminent danger to life and health caused by the Government's actions or inactions resulting in system contamination. The County may temporarily suspend service at one or more Points of Delivery under this Contract if continued service places the LAWPS in danger of being contaminated due to the failure of the Government, pursuant to the requirements of this Contract, to adequately protect its distribution system to prevent the contamination. In such an event, the County shall not suspend service if the Government has provided the County with what the County, in its sole discretion, determines are adequate assurances that effective measures are being taken to eliminate the potential contamination. The County shall promptly resume service to the Government when the County, in its sole discretion, determines that all necessary corrective actions have been completed by the Government to remove the danger to life and health or the potential contamination.

(k) For any scheduled maintenance activities, the County shall provide written notice to the LANL Utilities Manager 48 hours before a scheduled shutting off of water supply to any portion of Los Alamos National Laboratory. The LANL Utilities Manager is Andrew Erickson, erickson@lanl.gov, 505-667-4222.

# 52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995) (TAILORED)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body, the Los Alamos County Council ("County Council") or the Los Alamos County Utilities Board ("Utilities Board"). In accordance with its established policies, the Contractor will continue to maintain separate accounts for the LAWPS and its water distribution system. The Contractor agrees to give the Contracting Officer written notice and copies of (1) the filing of an application, and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service. The County's distribution system shall bear a unit cost for bulk water no less than the Bulk Delivery Rate charged to the Government.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(e) At the end of each Fiscal Year, the Contractor will provide the Contracting Officer with a copy of the County's Comprehensive Annual Financial Report. This report is prepared annually by an independent outside audit firm and future versions will provide details of LAWPS costs for the preceding Fiscal Year.

(f) Current rates are listed in Attachments 3, 4 and 5.

#### 52.241-11 MULTIPLE SERVICE LOCATIONS (FEB 1995) (TAILORED)

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) If the change requested by the Government will result in the Contractor incurring any facility connection-related costs, the Contractor shall have no obligation under this Contract to make the requested change unless the Parties execute a modification or separate agreement under which the Government agrees to pay for such costs.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/ or http://www.arnet.gov/far/

# 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PAGES	DATE	TITLE
ATTACHMENT 1	5	25 AUG 2019	UPDATED STATEMENT OF WORK
ATTACHMENT 2	3	04 MAR2009	LOS ALAMOS COUNTY/LOS ALAMOS NATIONAL LABORATORY WATER SYSTEM CURTAILMENT PLAN
ATTACHMENT 3	3	02 APR 2019	LOS ALAMOS COUNTY ORDINANCE NO.02-294 (BULK WATER RATES ORDINANCE)
ATTACHMENT 4	2	20 APR 1999	LOS ALAMOS COUNTY ORDINANCE NO.02-270 (DISTRIBUTION WATER RATES ORDINANCE)
ATTACHMENT 5	2	22 JAN 1990	LOS ALAMOS COUNTY ORDINANCE NO.85-109. (LATE PAYMENT FEE ORDINANCE)
ATTACHMENT 6	0		COMPLETED AND NO LONGER REQUIRED
ATTACHMENT 7	21	24 JUN 2009	SECURITY REQUIREMENTS
ATTACHMENT 8	2	08 July 2014	LOS ALAMOS COUNTY ORDINANCE NO. 02-242
ATTACHMENT 9	1	08 July 2014	LATE PAYMENT FEES UTILITIES

# ATTACHMENT 1 Statement of Work Water Service for Los Alamos National Laboratory National Nuclear Security Administration (NNSA) updated August 25, 2019

# 1.0 INTRODUCTION/BACKGROUND

The National Nuclear Security Administration (Government) and the Los Alamos National Laboratory is seeking to award a bridge contract NA000103 with a Period of Performance of 1 October 2019 through 30 September 2020 for water service. This bridge contract will allow Los Alamos National Laboratory and Los Alamos County to finalize the water rights lease agreement which has a direct impact to water services for LANL and will prevent a lapse in service with the current contract DE-AC52-09NA28985 expiring 30 September 2019.

# 2.0 OBJECTIVE

To contract for water service for Los Alamos National Laboratory.

# 3.0 SCOPE

The current contract DE-AC52-09NA28985 will be expiring 30 September 2019. The Bridge contract will allow Los Alamos County to continue to provide water services to LANL until a new award is in place. The new contract is expected to awarded within one year.

# 4.0 TECHNICAL REQUIREMENTS

The County shall furnish all labor, materials, tools, equipment, facilities, transportation, pumping energy and incidentals necessary to provide water supply service to the Points of Delivery. Water service means traditional utility service which includes supply, transmission, coordination, operation, maintenance, terminal storage, disinfection, and treatment.

# 5.0 RATES

(a) Procedures for Establishing Rates. Rates shall be established in accordance with the procedures in the Los Alamos County Charter and ordinances.

(b) Bulk Delivery Rate.

(1) Water delivered to the Government at the following Bulk Points of Delivery, net of any credit from the two return bulk flow meters ((Numbers (iv) and (v) from the list below)), shall be charged at the Bulk Delivery Rate adopted from time to time by ordinance.

(i) Pajarito Booster Pump Station No. 2

1

(iv) South Site Booster No. 1 two-way meter
(v) Pajarito Booster Pump Station No. 1
two-way meter
(vi) Pajarito Well No. 3 Booster Pump
Meter (TA-72)
(vii) Otowi Well No. 4 Tank Meter (TA-53 backfeed)
(viii) End of DP Road DOE Property

(2) The Bulk Delivery Rate shall include the total projected costs of water production, transmission, storage in terminal storage reservoirs, disinfection or other treatment and booster pumping (regardless of location) and the associated operating and administrative costs, and shall consist of two components, a customer service charge and a water consumption charge.

(i) The customer service charge shall be the cost to the County of providing service to each Bulk Delivery customer, and shall include the costs of billing, meter calibration, and meter reading.

(ii) The water consumption
 charge shall be determined by
 multiplying the Bulk Delivery Rate
 adopted from time to time by
 ordinance by the volume of water
 delivered to the Government. It is
 understood that cos t and usage
 projections will be used to set rates.

(3) For the purposes of setting the Bulk Delivery Rate, all disinfection and other treatment costs will be included whether the treatment occurs at LAWPS or distribution facility of the Government or County. Similarly, operation and maintenance costs of all booster pump stations in existence as of the date of execution of this contract, whether serving the LAWPS or Government or County distribution systems will be included, except the Government's fire system booster stations which are not operated as part of the LAWPS. The parties recognize that specific requirements unique to the provision of water service to the Government (i.e. training for working in Solid Waste Management Unit areas or special reports), the cost of which is not otherwise recoverable through the Bulk Delivery Rate, may arise during the term of the contract ("Specific Government Requirements") . The County shall not be required to meet any Specific Government Requirements under this paragraph unless the Government pays the costs incurred by the County to meet such Specific Government Requirements.

(4) The initial Bulk Delivery Rate of \$2.39/kGal and flat monthly customer service charge of \$450, as established under Los Alamos County Ordinance 02-097, is set forth in Attachment 3, which may be amended or superseded by subsequent ordinances.

# (c) Distribution Delivery Rates.

(1) Water delivered to the Government at the Health Research Laboratory (6" meter) shall be charged at the County's Distribution Rates adopted from time to time by County ordinance for equivalent classes of customers.

(2) The initial County Distribution Rate of \$3.72/kGal and \$41.81 flat monthly customer service charge (6" water meter size), as established under Los Alamos County Ordinance 85-270 are set forth in Attachment 4, which may be amended or superseded by subsequent ordinances.

(3) Deliveries to the County Customers from Government's Distribution System. The Parties agree that service to non-DOE water customers which are supplied from the Government's Distribution System will be administered as County Customers. The County agrees to bill these customers at the applicable County Distribution Rates. On payments made by these customers, the County will retain the service charges paid and credit the Government for the water consumption charges. The credit will serve as full compensation to Government for the use of Government's distribution system and reimburse the Government for the water delivery charges related to the customers.

# 6.0. ESTIMATED QUANTITY AND ESTIMATED TOTAL CONTRACT PRICE

# (a) Estimated Contract Price

The total estimated value for this One Year Bridge contract is \$ 1,166,460.00, but shall not exceed the Contract Estimated Total.

The annual water usage estimates do not obligate the Government to make any minimum level of purchases. The above estimated costs and total contract costs are provided solely for the purpose of projecting the Total Estimated Contract Price. The Government is not obligated to expend these amounts; nor is the County obligated to charge the rates implied in these amounts. The actual rate will be set by the then current ordinance, the revised rate will be effective as of the effective date of the ordinance, and will not require a modification to the Contract unless the revised rate increases the Total Estimated Price included here. The initial ordinances are attached as Attachments 3 and 4. Any official updated estimates of future water requirements shall be furnished to the County when such estimates become available. Except as set forth in Section 6(b)(1), the Total Estimated Contract Price is provided solely to permit the Government to appropriate sufficient funds, and none of the estimates of usage, rates, charges or other estimates, shall be used for any other purpose.

(b) Expansion of LAWPS resulting from an increase in Government requirements.

(1) The Government shall notify the County any time that a revised forecast of Government's distribution system requirements which could require substantial expansion of LAWPS. For the purpose of this contract, a "substantial expansion" is one which will cost more than \$500,000 or one in which the Government estimates its future water requirements will increase by more than 50,000 kGallons/year above the estimated amounts.

(2) The County shall evaluate the Government's forecast. If the County agrees that a substantial expansion is necessary, the Parties will modify the Contract or execute a special contract commitment setting forth the terms and conditions for the expansion of the LAWPS, which will protect other County ratepayers from adverse economic consequences, if any, from such expansion . The modification or contract commitment will give appropriate recognition to past and projected growth of the County and the Government as well as to declining production capabilities of existing wells, which may be a contributing factor to the need for and sizing of new facilities.

(3) The County may, in its sole discretion, waive in writing the requirement that the Parties modify the Contract or execute a special contract commitment.

(4) Costs to the LAWPS because of a substantial expansion caused by a new customer of the LAWPS other than the Government shall not be included in the Bulk Delivery Rate, unless DOE/NNSA or Los Alamos National Laboratory benefits from such substantial expansion.

# 7.0. REQUES TS FOR INFORMATION REGARDING POSSIBLE RATE CHANGES

For purposes of the Government's budget planning process, the Government may request, in writing, information from the County concerning any possible changes to applicable rates during the proposed budget year. The County shall respond to the Government's written request within 30 days. The County's response shall in no way bind the County to propose or adopt any changes to its rates.

# ATTACHMENT 2 To Bridge Contract NA000103 LOS ALAMOS COUNTY/LOS ALAMOS NATIONAL LABORATORY WATER SYSTEM CURTAILMENT PLAN

# **1. STATEMENT OF INTENT:**

The intent of the water curtailment plan is to ensure adequate supplies for the fire protection safety of the community, surrounding areas of Los Alamos, and Los Alamos National Laboratory. Fire protection responsibilities in Los Alamos are unique in that large areas of forest land surround the Los Alamos and White Rock communities, while the Laboratory itself requires an elevated level of safety.

A majority of the time, the collective water storage tanks of the County and the Laboratory maintain a reserve of 35-40 million gallons. Under drought-like conditions, daily water production alone may not be sufficient in meeting water demands and the storage supply must be relied upon to make up the difference. As reliance upon storage cannot be indefinitely relied upon to maintain an adequate water supply before important fire protection storage reserves are used up, a system of curtailment conditions are hereby agreed upon. These curtailment conditions become more stringent as the volume of stored water and/or production capacity diminishes, and are designed to extend the available water supply as long as possible.

# 2. CURTAILMENT CONDITIONS AND CUTBACK PROCESS:

# - NORMAL CONDITION (above 30 million gallons)

# - **<u>CURTAILMENT CONDITION A</u>** (storage less than 30 million gallons and/or 70% of firm production capacity, roughly 8.6 million gallons per day)

- MANAGEMENT STEP: Minor cutbacks and notification of situation
- <u>CONTROLS TO BE IMPLEMENTED:</u>
  - 1) LANL reduce irrigation (potable water) to two (2) days per week
  - 2) County and LANL discontinue vehicle washing
  - 3) No fire hydrant testing on County and LANL distribution systems
  - 4) County informs Public of situation via media

# - <u>CURTAILMENT CONDITION B</u> (storage less than 21 million gallons and/or 50% of firm production capacity, roughly 6.2 million gallons per day)

- <u>MANAGEMENT STEP</u>: County and LANL cutbacks and voluntary compliance from Public
- <u>CONTROLS TO BE IMPLEMENTED:</u>
  - 1) County and LANL reduce irrigation (potable water) to one day per week
  - 2) County and LANL discontinue vehicle washing
  - 3) No fire hydrant testing on County or LANL distribution systems
  - 4) County informs Public of situation via media and requests residents to voluntarily cut back water usage where possible and limit irrigation to one day per week.

- <u>CURTAILMENT CONDITION C (storage less than 14 million gallons</u> and/or 33% of firm production capacity, roughly 4.1 million gallons per day)

- <u>MANAGEMENT STEP</u>: Major County and LANL cutbacks
- <u>CONTROLS TO BE IMPLEMENTED:</u>
  - 1) County and LANL discontinue irrigation
  - 2) County and LANL discontinue vehicle washing
  - 3) No fire hydrant testing on County or LANL distribution systems
  - 4) County informs Public of situation via media, requests residents to limit irrigation to only the most delicate or expensive landscape features, and implement other conservation measures as appropriate.
  - 5) LANL Management reviews operations for available water curtailment options.

# 3. NOTIFICATION PROTOCOL FOR CURTAILMENT CONDITIONS:

- a. County Utilities Manager notifies County Administrator and LANL Utilities Manager
- b. LANL Utility Manager ensures that appropriate management steps are taken to curtail LANL usage in accordance with this plan.

- c. County Administrator notifies County Fire Department Chief and County Parks and Recreation Department Director and appropriate management steps are taken.
- d. County Utilities Manager issues press release to local media.

# INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-294

# A CODE ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-171, 40-173 AND 40-175 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO POTABLE and NON-POTABLE WATER RATES AND BULK DELIVERY RATES

# BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS as follows:

**Section 1.** Section 40-171 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-171. - Potable water rate schedule 8-A.

(a) *Applicability.* Potable water rate schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

(b) Service charge.

Water Meter Size	Service Charge Per Meter Per Month
1¼ inch and under	\$ <del>9.42<u>10.01</u></del>
1½ inch	<del>29.8</del> 4 <u>31.71</u>
2-inch	44.5547.33
2½ inch, 3- inch	<del>87.91<u>9</u>3.40</del>
4-inch	44 <del>9.69<u>159.05</u></del>
6-inch	<del>316.01<u>335.76</u></del>
8-inch	<del>522</del> .1 <u>3554.76</u>

# 

CO-02-294	04/02/20:	19	12:00 AN
Page(s): 3	Naomi I	D Maestas	- County Cler
Los Alamos County,	NM	Anna Sar	nchez - Deputy



(c) *Water consumption charge.* The water consumption charge shall be charged to each customer billed under rate schedule 8-A according to the following schedule:

Consumption Commodit				Consumption May—Sept (Peak Season) Commodity Rate Per 1,000 Gallons			
Monthly usage	<9,000 gal	9— 15,000 gal	>15,000 gal	Monthly usage	<9,000 gal	9— 15,000 gal	>15,000 gal
Residential	4 <u>.985.29</u>	4.98 <u>5.29</u>	4 <del>.98<u>5.29</u></del>	Residential	4.98 <u>5.29</u>	<u>5.295.62</u>	<del>6.32<u>6.72</u></del>
Multi-family	4.98 <u>5.29</u>	4 <u>.985.29</u>	4 <del>.98<u>5.29</u></del>	Multi-family	4 <del>.98</del> <u>5.29</u>	<del>5.23<u>5.56</u></del>	<del>5.35<u>5.68</u></del>
Commercial	4 <del>.98</del> <u>5.29</u>	4 <del>.98<u>5.29</u></del>	4.98 <u>5.29</u>	Commercial	4 <del>.98<u>5.29</u></del>	4 <del>.98<u>5.29</u></del>	4 <del>.98<u>5.29</u></del>
County/Schools	4 <del>.98<u>5.29</u></del>	4 <del>.98<u>5.29</u></del>	4.98 <u>5.29</u>	County/Schools	4.98 <u>5.29</u>	4 <u>.985.29</u>	4 <del>.98<u>5.29</u></del>

Note: Multi-family includes dwelling units and apartments as defined in section 40-201.

Section 2. Section 40-173 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-173. Nonpotable Non-potable water rate charge.

The water consumption rate for nonpotable <u>non-potable</u> water, including effluent reuse water, shall be \$2.502.66 per 1,000 gallons.

Section 3. Section 40-175 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-175. - Bulk delivery rate schedule 8-D.

(a) Applicability. Schedule 8-D is applicable to all bulk water sold and delivered to bulk points of delivery. The rate shall consist of a service charge plus a water consumption charge.

(b) The bulk delivery rate for water sold and delivered to bulk points of delivery shall be \$3.423.63 per 1,000 gallons.

(c) The customer service charge for water sold and delivered to bulk points of delivery shall be \$643.90684.14 per month per customer.

Section 4. Effective Date. This ordinance shall become effective upon adoption with the amended water rates being applied for all billings on or after April 2, 2019.

Incorporated County of Los Alamos Code Ordinance 02-294

Section 5. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 6. Repealer.** All ordinance or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 2<sup>nd</sup> day of April, 2019.

COUNCIL OF THE INCORPORATED

Sara C. Scott Council Chair

ATTEST: (SEAL) Naomi D. Maestas Los Alamos County Clerk

#### ATTACHMENT 4

## INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 85-270

# AN ORDINANCE AMENDING CHAPTER 13.16 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS AS AMENDED BY INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 85-253 TO LOWERING THE WATER CONSUMPTION CHARGE IN WATER UTILITY RATES FOR ALL CLASSES OF RETAIL CUSTOMERS

## THE INCORPORATED COUNTY OF LOS ALAMOS HEREBY ORDAINS:

Section I. Section 13.16.010 of the Code of the Incorporated County of Los Alamos, as amended by Incorporated County of Los Alamos Code Ordinance No. 85-253, is amended as follows:

13.16.010 Potable Water Rate Schedule 8-A.

A. Applicability. Schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

B.	Service Charge.				
	Water Meter Size	Service Charge Per Meter Per Month			
	5/8", 3/4", 1"	\$ 7.02			
	1 1/4", 1 1/2"	\$12.55			
	2"	\$20.46			
	2 1/2", 3"	\$27.58			
	4"	\$32.32			
	6"	\$41.81			

C. Water Consumption Charge. The water consumption charge of three dollars and seventy-two (\$3.72) per one thousand gallons shall be charged to each customer billed under rate schedule 8-A

Section 2. Effective Date. This ordinance shall become effective upon adoption with the amended water rates being applied at the next billing following the effective date of the ordinance.

Section 3. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 4. Repealer. All ordinance or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this  $20^{\text{th}}$  day of April, 1999.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS

Christine Chandler Council Chairwoman



Nita K. Taylor - / Los Alamós County Clerk

page 2 of 2

# Attachment <sup>5</sup> LOS ALAMOS COUNTY ORDINANCE NO. 85-109 (LATE PAYMENT FEE ORDINANCE)

Page 1 of 2

LOS ALAMOS CODE ORDINANCE NO. 85-109

#### AN ORDINANCE PERTAINING TO LATE PAYMENT FEES ON ELECTRIC, GAS, WATER, SEWER AND REFUSE UTILITIES PAST DUE ACCOUNTS

THE INCORPORATED COUNTY OF LOS ALAMOS HEREBY ORDAINS:

Section 1. Title 13 of the Code of the Incorporated County of Los Alamos is hereby amended by adding a new Chapter 13.24 to read as follows:

#### Chapter 13.24

# / LATE PAYMENT FEES

Sections:

1 \*

.....

13.24.010 Late Payment Fees on Electric, Gas, Water, Sewer and Refuse Utilities Past Due Accounts.

13.24.010 Late Pavment Fees on Electric, Gas, Water, Sewer and Refuse Utilities Past Due Accounts.

A. A late payment fee of one and one-half percent (1.5%) per month shall be assessed to every past due account pertaining to refuse fees contained in Los Alamos County Code Section 8.08.170 and to electric, gas, water, and sewer utility rates as contained in Los Alamos County Code Chapters 13.08, 13.12, 13.16, and 13.20 respectively. An account is considered past due if payment has not been received by the Los Alamos County Finance Department within twenty-five (25) days after the billing date. The late payment fee shall be added to any balance that is not paid within twenty-five (25) days of the billing date.

B. Accounts classified as budget billing accounts shall be charged a late payment fee only when any portion of the agreed upon payment amount is not received within twenty-five (25) days of the billing date.

Section 2. This ordinance shall be effective thirty days after publication of notice of its adoption.

Page 2 of 2 Attachment 5 LOS ALAMOS COUNTY ORDINANCE NO. 85-109 (LATE PAYMENT FEE ORDINANCE) this \_\_\_\_\_day of \_\_\_\_\_\_, 1990. 1 COUNCIL OF THE INCORPORATED COUNTY OF LOS/ALAMOS Morris MEMBÉR BER 41 MEMBER MEMBER ATTEST: (SEAL) 270 Taifle SEA CLERK LOS ALAMOS COUNTY TATE

 $-1 < -\frac{2}{3}$ 

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#### 1.0 Definitions and Acronyms (Sept 2008)

#### 1.1 Definitions

Definitions may be accessed electronically at http://www.lanl.gov/orgs/adss/ExG/docs/definitions\_acronyms.pdf

#### 1.2 Acronyms

Acronyms may be accessed electronically at http://www.lanl.gov/orgs/adss/ExG/docs/definitions\_acronyms.pdf

#### 2.0 Security Requirements (Sept 2008)

Contractor shall ensure compliance with all requirements specified in this exhibit, and those additional specific security requirements not listed herein that Contractor determines to be necessary to perform the contract in a secure manner. All measures taken by Contractor to correct non-compliance shall be at Contractor's expense, and the cost thereof, including any stipulated penalties resulting from such noncompliance, shall be deducted from payments otherwise due Contractor.

2.1DEAR Clauses Incorporated By Reference

- The Department of Energy Acquisition Regulation (DEAR) clauses which are incorporated 2.1.1 by reference herein shall have the same force and effect as if printed in full text.
- 2.1.2 Full text of the referenced clauses may be accessed electronically at http://www.management.energy.gov/DEAR.htm.
- 2.1.3 The following alterations apply only to FAR and DEAR clauses and do not apply to DOE or NNSA Directives. Wherever necessary to make the context of the unmodified DEAR clauses applicable to this subcontract:
  - The term "Contractor" shall mean Los Alamos County and covers all workers that would work on this contract.
- 2.1.4 The following clauses apply as stated in the Instructions.

Clause Number	Title and Date	Instructions
DEAR 952.204-2	Security (May 2002)	Contractor shall comply when work involves or may involve classified information.
DEAR 952.204-70	Classification / Declassification (Sep 1997)	Contractor shall comply when work involves or may involve classified information.
DEAR 952.204-73	Facility Clearance (May 2002)	Contractor shall comply when the work requires issuance of personnel security access authorizations.

2.1.5 The following clause applies if foreign travel may be required in order to perform work:

Clause Number	Title and Date	Instructions	
DEAR 952.247-70	Foreign Trave! (Dec 2000)	Authorization is required from DOE prior to traveling	

#### 2.2 DOE Directives Incorporated By Reference

Contractor shall provide such information, assistance and support as necessary to ensure Contractor's compliance with the following DOE/NNSA Directives, as applicable. In addition, Contractor shall comply with the requirements of the Contractor Requirement Document (CRD) attached to a Directive when required by such CRD. The Directives are prefaced with certain conditions for applicability to the contract. A referenced Directive does not become effective or operative under this contract unless and until the conditions precedent are met through the scope of work. The DOE Directives referenced herein may be found at http://www.directives.doe.gov/directives/read.html. Applicable NNSA NAP documents may be

provided to Contractor by the Contracting Officer upon request.

Clause Number	Title	Requirements include, but are not limited to the following:
DOE O 142.1	Classified Visits Involving Foreign Nationals	Contractor shall comply with the CRD to ensure that biographical information is obtained for foreign nationals; access to classified information and visits by foreign nationals is granted according to the requirements of this Order.
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Contractor whose contracts involve activities potentially subject to application of safeguards by the International Atomic Energy Agency (IAEA) shall meet the requirements of the CRD.
DOE O 142.3 Chg 1	Unclassified Foreign Visits and Assignment	Contractor shall comply with the requirements specified in the CRD for unclassified foreign nationals' access to DOE sites, information, and technologies.
DOE M 205.1-4	National Security System Manual	Contractor shall implement and comply with the applicable LANL Cyber Security Program Plan (CSSP), as provided by LANL Management, for all cyber security activities involving National Security Systems.
DOE O 205.1A	Department of Energy Cyber Security Management Program	Contractor shall protect all DOE unclassified and classified information and information systems under its management and control.
DOE M 452.4-1A	Protection of Use Control Vulnerabilities and Designs	Contractor shall control access to and dissemination of Sigma 14 and 15 nuclear weapon data as specified in the CRD.
DOE O 452.4A	Security and Control of Nuclear Explosives and Nuclear Weapons	Contractor shall comply with the requirements of the CRD to prevent the deliberate unauthorized use (DUU) of U.S. nuclear explosives and U.S. nuclear weapons.
DOE O 457.1	Nuclear Counterterrorism	Contractor is required to protect sensitive improvised nuclear device information.
DOE M 457.1-1	Control of Improvised Nuclear Device Information	This manual is for Official Use Only.
DOE O 460.2A	Departmental Materials Transportation & Packaging Management	Contractor shall comply with requirements that pertain to transportation of safe, secure, efficient packaging and transportation of materials, both hazardous and nonhazardous.
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual	Contractor shall comply with requirements that pertain to transportation of radioactive material.
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest	Contractor shall comply with the requirements for offsite and onsite shipments of materials of national security interest.
DOE O 470.3A	Design Basis Threat Policy	This Order is classified.
DOE M 470.4-2, Chg 1	Physical Protection	Contractor shall comply with the requirements for the physical protection of safeguards and security interests as specified in the CRD, including access controls, nuclear materials and requirements of specific security areas.

Clause Number	Title	Requirements include, but are not limited to the following:
DOE M 470.4-4, Chg. 1	Information Security	Contractor shall comply with the security requirements for the protection and control of information and matter required to be classified or controlled by statues, regulations, or DOE directives as specified in the CRD.
DOE M 470.4-5	Personnel Security	Contractor shall comply with the requirements to ensure that individuals are processed for, granted and allowed to retain a cleared badge only when their official duties require access to classified information or matter, or special nuclear material or data.
DOE M 470.4-6 Chg 1	Nuclear Material Control and Accountability	Contractor shall comply with the requirements of the CRD for Nuclear Material Control and Accountability activities.
DOE M 475.1-1B	Identifying Classified Information Manual	This manual is for Official Use Only.
DOE O 551.1C	Official Foreign Travel	Contractor shall comply with the requirements specified in the CRD governing official foreign travel.
DOE 1450.4	Consensual Listening-in to or Recording Telephone/Radio conversations	Order prohibits conversations on any Contractor-procured telephone or radio system to be listened-in or recorded except as specifically stated and permitted in this Order.
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Order applies when performing work which requires access, receipt, storage, processing and/or handling of Foreign Intelligence Information.
NAP 14.1B	NNSA Cyber Security Program	Policy applies when information is collected, created, processed, transmitted, stored or disseminated on automated information systems which therefore require some level of protection.
NAP 14.2B	Baseline Cyber Security Requirements	Establishes requirements and responsibilities for cyber security inciden preparation, prevention, warnings, reporting and recovering from cyber security incidents involving Contractor information systems.
NAP 14.12	NNSA Contingency Planning and Operations	Outlines requirements that apply to any information system that collects, creates processes, transmits, stores and disseminates unclassified or classified NNSA information.
NAP 14.13	Transmission of Restricted and Formally Restricted Data over SIPRNet	Establishes requirements and responsibilities for operation of a SIPRNet Controlied Interface.
NAP 14.16	Clearing, Sanitizing and Destroying Information System Media, Memory Devices and other Related Hardware	Applies when using any information system that collects, creates, processes, transmits, stores and disseminates unclassified or classified NNSA information.

# 2.3 Goal of Zero Security Incidents

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Contractor will strive to eliminate all security events, incidents, and adverse impacts to national security.

## 3.0 General Security (Sept 2008)

3.1 Work site, Security Area and Badge Information The worksite as part of this agreement will consist of all property that Contractor has access to for water production including: pumping stations, test wells, wells, and water lines.

WORK SITE	TYPE / CATEGORY	
DOE owned/leased (LANL) or LANS' owned/leased facility or property		
Contractor owned/leased; and DOE Owned./ Leased (LANL) facility or property		
Contractor owned/leased		
	Purchase Order (will not be Subcontract)	come a
·	Affiliate, Guest or Vendor	

ON	SITE WORK AREA DESIGNATION	BADGE TYPE / CLEARANCE LEVEL		
$\boxtimes$	Open Area	⊠ Visitor	LANL Generic Uncleared US	
$\boxtimes$	Property Protection Area (PPA)		LANL Generic Uncleared US Visitor Escort Required	
$\boxtimes$	Limited Area (LA)		LANL Uncleared Foreign National badge	
	Protection Area (PA)		LANL Cleared Foreign National badge	
$\boxtimes$	Material Access Area (MAA)		Uncleared DOE badge Escort Required	
$\boxtimes$	SCIF, SAPF or VTR	$\boxtimes$	L-Cleared DOE badge	
		$\boxtimes$	Q-Cleared DOE badge	
			HRP	

# 3.2 Reserved

- 3.3 Safeguards, Security and Counterintelligence Awareness
  - 3.3.1 Operations Security (OPSEC) Plan
    - Contractor shall develop (with assistance from Contractor's Office of Counterintelligence, Operations Security Program Office), implement and sustain a DOE OPSEC Plan using the template provided by the Contracting Officer. Contractor's OPSEC Plan shall be approved by Contractor's Office of Counterintelligence. Operations Security Program Office before work may begin at LANL.
    - When one of the following conditions are met, an OPSEC Plan is not required:
      - 1) All work will be performed entirely off-site, work is unclassified, the project does not use any LANL data and results are intended for public release; or
      - 2) Work on-site only consists of attending meetings; installation, maintenance, calibration of equipment that does not store LANL data; or providing janitorial services; and worker either holds a clearance authorization or will be escorted at all times.
  - 3.3.2 Contractor shall report all of the following situations to the Office of Counterintelligence

and inform the Responsible Line Manager (RLM) and CA / PS. Situations may range from pointed questions to subtle elicitation.

- Professional contacts and relationships with sensitive country foreign nationals, whether they occur at one's worksite or abroad.
- All unofficial travel to any sensitive country.
- · Any suspicious or provocative actions encountered while on travel.
- Suspicious or provocative actions or behaviors on the part of foreign nationals visiting or assigned to LANL.
- Substantive personal relationships with sensitive country foreign nationals (who are not lawful permanent residents), other than family members.
- Business transactions including financial transactions, partnerships, or other business interests or investments with citizens of sensitive countries who are not lawful permanent residents, whether they involve one-time interactions or ongoing financial relationships. (Small payments for things such as house cleaning or other such personal services or financial support provided to family members are not included).
- Any attempts by unauthorized persons to gain access to classified information. (Not limited to sensitive country foreign nationals or foreign nationals; includes US and non-US citizens)
- 3.3.3 Contractor shall be alert to and report any of the following to the RLM.
  - · attempts by unauthorized persons to obtain information;
  - unexplained / excessive use of copiers by workers;
  - workers living beyond their means;
  - unusual foreign travel patterns of workers; and
  - personal problems of workers that could affect security or fitness for duty.
- 3.4 Security Training
  - 3.4.1 Contractor shall ensure that all workers:
    - become familiar with the Integrated Safeguards and Security Management (ISSM) process and its implementation requirements for the work to be performed and their security responsibilities; and
    - complete required safeguards, security and cyber-security training as indicated herein.
  - 3.4.2 The Security Requirements Training Tool below identifies security training workers may be required to complete before beginning work at LANL. An "X" before the name of the course indicates that such training is required under this contract.

Contractor management shall review the security requirements indicated below, with each worker. A signed official copy of the review and acceptance by the worker shall be kept on file with Contractor. Each worker's security requirements shall be reviewed with management yearly or whenever the worker's job security duties change.

Required Course	Course Title
GENERAL	SECURITY
x	General Employee Training (GET)
x	Comprehensive Security Briefing - For L & Q-cleared Workers
x	Substance Abuse Awareness or substitute Contractor Training
PHYSICAL	SECURITY
x	Escort Responsibilities - For Escorts only

#### 3.5 Security Stop Work

When any worker observes a security related hazard or unmitigated risk, the worker has the authority and responsibility to inform any worker engaged in the security related hazard or

unmitigated risk of his/her concern and request that the work be stopped.

3.6 Reporting Security Incidents

This subsection contains requirements for identifying and reporting known and potential incidents of security concern. Such incidents may involve issues associated with Personally Identifiable Information (PII), classified matter, computer systems, nuclear materials, secure communications, personnel security, and physical security occurring on LANL property, Laboratory-leased property or Contractor-owned property. Workers shall comply with the following requirements.

- 3.6.1 Immediately upon discovery of a potential incident of security concern, report such concern to the Security Inquiry Team (SIT) (**505-665-3505**) and then inform the RLM, and SPL or DSO. During normal business hours, notifications shall be made only in person or through secure communications (STU or STE) as required below. A non-secure telephone, non-secure fax, non-secure voice mail, or non-secure electronic mail shall not be used to report a potential incident of security concern.
  - 3.6.1.1 The potential compromise of PII shall be reported immediately (within 35 minutes) upon discovery to the SIT. A potential compromise of PII is considered a serious information security incident because of the possibility of significant adverse consequences to the individuals whose data has been compromised.
  - 3.6.1.2 Immediately report all security incidents and potential threats and vulnerabilities involving LANL data utilized by the Contractor to the SIT and notify the appropriate CSSO or OCSR and RLM.
  - 3.6.1.3 After discovery of any incident involving the loss, compromise, or unauthorized disclosure of classified matter, report the incident immediately to the SIT and then inform the assigned OCSR and RLM.
  - 3.6.1.4 After discovery of any incident involving the loss, theft, diversion, or unauthorized use of nuclear material, report the incident immediately to Material Control & Accountability Group or the SIT.
- 3.6.2 Contact Requirements Outside of Normal Business Hours

For all incidents contact the ADSS on-call duty officer through the Protective Force central alarm station at 505-667-4437, immediately after discovery of a potential incident of security concern. The ADSS on-call duty officer may be asked to meet with the Contractor in person so that Contractor may report such known or potential incidents of security concern, if secure communications are not available.

#### 4.0 Physical Security (Sept 2008)

4.1 Prohibited Articles

Prohibited Articles are those not permitted on DOE property (e.g., LANL) including parking lots. Contractor shall ensure that prohibited articles are not brought on to DOE property. Prohibited articles include:

- dangerous weapons (e.g., guns and knives), explosives, or other instruments or material likely to cause substantial injury or damage to persons or property;
- alcoholic beverages, including unopened bottles or cans;
- controlled substances such as illegal drugs and associated paraphernalia, but not prescription medicine; and
- other items prohibited by law.
- 4.2 Escorting

In addition to any facility-specific escorting requirements, Contractor shall ensure that all LANL escorting requirements listed below are complied with while in a Security Area - whether escorting individuals or being escorted by another individual. Payment for escort services is the Contractor's responsibility, unless otherwise specified.

4.2.1 Uncleared foreign nationals are allowed unescorted in publicly-accessible Laboratory property only. Uncleared foreign nationals are not permitted in Security Areas, and only under extraordinary circumstances should an exception be requested. Uncleared foreign nationals may only be escorted into a security area if prior approval has been attained

from DOE/HQ and local security officials. This process takes a minimum of eight (8) weeks.

- 4.2.2 An Uncleared US citizen may be authorized for escorted access into a Security Area only if such individual:
  - is entering an area to conduct official LANL business that can be accomplished only in a Security Area, or
  - has a skill or ability that is required and cannot be provided by another person who has the required clearance (i.e., access authorization) level.
- 4.2.3 The following individuals shall be escorted in a Security Area:
  - Uncleared US citizens;
  - US citizen visitors who do not have a cleared DOE-standard badge; and
  - L-cleared US citizens in a Q-Only Security Area.
- 4.2.4 All US citizens escorted into a Security Area shall wear one of the following:
  - An Uncleared DOE standard badge;
  - An Uncleared LANL ONLY US Visitor Badge or;
  - An Uncleared LANL ONLY ESCORT REQUIRED US Visitor Badge.
- 4.2.5 Workers serving as escorts have the following responsibilities:
  - Complete "Escort Responsibilities" training course prior to escorting individuals;
  - Be a US Citizen and possess a valid LANL badge and clearance level for the Security Area being accessed;
  - Ensure the Visitor being escorted has a valid photo ID prior to issuing any badge;
  - Ensure each individual being escorted is a US citizen through their statement of such status;
  - Provide Visitor with clear instructions on the rules of behavior and consequences for failure to comply, before granting access to facilities and/or information systems;
  - Confirm that each Visitor displays their assigned badge whenever in a Security Area;
  - Review prohibited and controlled article restrictions with each Visitor;
  - Protect classified and unclassified controlled matter, information or discussions from unauthorized access by a Visitor;
  - Log in each Visitor by whatever method is provided at the facility being accessed;
  - Notify area occupants of the presence of an Uncleared Visitor;
  - Maintain control of each Visitor at all times;
  - Implement any facility-specific escorting requirements as required;
  - Immediately notify the Requester/RLM of any incident of security concern;
  - Escort each Visitor safely to the organization's designated muster area in the case of an emergency evacuation.
  - 4.2.6 An escort shall not escort more than five (5) individuals at any one time, unless otherwise approved by Contractor in writing.
  - 4.2.7 In cases where an individual without proper security clearance is discovered unescorted in a Security Area, Contractor shall immediately place such individual under escort by an authorized escort and report the situation to the RLM as soon as possible.

## 4.3 Security Areas

Contractor shall comply with all requirements for designated Security Areas. In addition, Contractor shall ensure that all workers:

- Have the appropriate clearance (i.e., access authorization) for the Security Area or be properly
  escorted within the Security Area;
- Adhere to the posted requirements for entering any Security Area (clearance status, badge, access status, training and inspections);

- Immediately report physical security and access control discrepancies to the SIT and RLM. Inform the RLM. (e.g. breaches of fences or walls or attempts to circumvent security barriers);
- Use a badge valid for entering a Security Area and display the valid badge at all times photo side out, above the waist and in front of the body while in that area;
- Not introduce prohibited articles into Security Areas;
- Obtain authorization before introducing controlled articles into a Security Area;
- Cooperate with Protective Force personnel during badge checks;
- Cooperate with Protective Force personnel during searches of vehicles, persons, and/or handcarried items being brought into or out of a Security Area;
- Protect keys to facilities within Security Areas at all times;
- Return keys to the responsible organization key custodian who issued the keys when no longer required and inform the RLM.
- Report lost or stolen keys to the key custodian who issued the keys;
- Adhere to all requirements for escorting individuals who are not authorized to be in a Security Area unescorted. (See Escorting, Section 4.2);
- Do not tailgate, piggyback, or vouch, nor allow another person to do so.
- 4.4 Acknowledgement / Control of Vehicles On-Site
  - If requested, Contractor shall submit to the RLM the make, year and license number of all vehicles that will be used on site.
  - Vehicles driven by uncleared drivers delivering construction materials or other supplies will be permitted to enter unsecured areas provided they are under escort by personnel possessing a Q or L access authorization as appropriate for the delivery site.
  - All non-government owned heavy duty vehicles (F350 or larger) making deliveries at LANL shall proceed to Post 10 (east end of the Truck Route Road, East Jemez Rd.) for a search conducted by the Protective Force. If the search does not disclose anything of concern, the driver will receive an appropriate pass that will allow entry into their LANL destination.

#### 4.5 Reserved

- 4.6 Security Fences and Barriers
  - 4.6.1 Contractor shall make arrangements through the RLM to ensure that adequate access control is maintained at any temporary openings or penetrations of Security Area boundaries. Such work shall be arranged through the RLM and inspected/approved by the Physical Security Team or Deployed Security Officer to ensure there are adequate access controls in place during the temporary opening and that at the end of the work day the temporary openings are repaired / replaced. The CA shall be kept informed of compliance with this requirement by the RLM.
  - 4.6.2 At the end of each work day or sooner if required, Contractor shall repair, replace or provide adequate barriers to preclude unauthorized entry into any Security Area through temporary openings, penetrations, holes dug or cuts in security fences, or through modified gates or other alterations of security perimeters.
  - 4.6.3 Contractor shall make arrangements through the RLM to ensure that any planned placement and proximity of equipment and vehicles to security fences and security boundaries, does not create an unintended bridge to a Security Area.

### 5.0 Personnel Security (Sept. 2008)

- 5.1 Substance Abuse Policy
  - 5.1.1 The unauthorized use of alcohol and/or illegal drugs or being under the influence of alcohol and/or illegal drugs is prohibited on the LANL site. LANL's substance abuse policy calls for pre-employment drug testing, random drug testing, drug and/or alcohol testing on the basis of reasonable suspicion that the policy has been violated, and drug and/or alcohol testing due to an incident or accident that results in a serious injury or has the potential to cause serious injury. All drug collections and alcohol testing are conducted in accordance with 40 CFR Part 40.

All uncleared Los Alamos County Water Department (LACWD) employees are exempt from the LANL substance abuse policy. The provision of section 5.1 applies to cleared LACWD workers.

- 5.1.2 If a cleared worker is reasonably suspected of being impaired by either drugs or alcohol, Contractor will require worker to submit to drug / alcohol testing. The testing will be conducted and paid for by the Contractor.
- 5.1.3 Cleared workers who will be issued a badge from the LANL Badge Office shall successfully pass a drug test approved by the Contractor no greater than 60 days prior to requesting the badge. A drug testing laboratory used for any LANS required drug test shall be certified by the Department of Health and Human Services under the National Laboratory Certification Program. A current list of approved drug testing laboratories is published in the Federal Register which can be found at: http://dwp.samhsa.gov/DrugTesting/Level\_1\_Pages/CertifiedLabs.aspx
- 5.1.4 The following list of drugs is currently used in Contractor's testing panel: marijuana, cocaine, opiates, phencyclidine and amphetamines. When conducting reasonable suspicion or occurrence testing, Contractor may test for any drug listed in Schedules I or II of the Controlled Substances Act.
- 5.1.5 Cleared workers applying for access authorization (clearances) shall successfully pass a drug test prior to submitting an application or prior to being granted a clearance.
- 5.1.6 Workers possessing a security clearance ("Q" or "L") are subject to applicant, random and for-cause drug testing, regardless of the duration of their work assignment. Workers possessing a security clearance whose primary work location is not on-site will be subject to random drug testing at their primary work location.
- 5.1.7 Contractor shall ensure that workers comply with all requirements of LANL's Substance Abuse program. Failure to comply with requirements may result in termination of a worker's permission to work on LANL property.
- 5.1.8 Contractor shall provide records of pre-badging drug screening upon request.
- 5.1.9 Contractor shall ensure that any lower-tier non- Contractor's subcontractors performing work on-site meet the requirements of this section.
- 5.1.10 Failure at any tier, of a Contractor to comply with the requirements of this section, shall be grounds for the Contractor to bar the worker of a Contractor at any tier, from the LANL site.
- 5.1.11 <u>Cleared</u> Workers shall:
  - Be fit for duty and avoid behavior that compromises the health or safety of others or the security of the Lab;
  - Notify Personnel Security, the RLM and CA/PS immediately if arrested or convicted of a drug or alcohol statute violation;
  - Notify Personnel Security, the RLM and CA/PS immediately after they are arrested or convicted of any alcohol-related incident such as (e.g.) DUI, DWI, or public intoxication;
  - Notify Personnel Security, the RLM and CA/PS immediately after any treatment for drug or alcohol abuse;
  - Meet with Personnel Security or Occupational Medicine promptly when asked to perform a drug and/or alcohol test;
  - Immediately report accidental ingestion of illegal drugs to Personnel Security and the RLM so the appropriate action can be taken.
- 5.1.12 Cleared Contractor that Failure to Show or Refusal of Drug and/or Alcohol Test
  - If a cleared worker fails to show up for a test after being contacted, such failure shall be treated as if the worker had tested positive.
  - If the cleared worker refuses to be tested, such refusal shall be reported and treated as a confirmed positive.
  - If the cleared worker failure to cooperate and submit to a drug/alcohol test shall be grounds for the Contractor to bar the worker from the LANL site.

#### 5.1.13 Cleared workers Confirmed Positive Drug and/or Alcohol Test

The RLM shall take the following actions if a worker has a confirmed positive drug test:

- Immediately stop the worker from performing any additional work on site;
- Immediately notify worker's management that the worker's badge is being pulled;
- Ask the worker to report back to his/her employer because his/her assignment is being terminated;
- Confiscate the worker's badge and return it to Personnel Security;
- Consult with OM-MS to determine whether the worker should have a medical evaluation prior to driving;
- If alcohol related, instruct worker to report to OM-MS the next work day, prior to performing any work duties, for a Fitness for Duty evaluation unless the assignment is terminated.
- Coordinate with the CA/PS to ensure proper notifications are made regarding test results and any changes to the worker's assignment.

#### 5.2 Badges

Contractor shall ensure compliance with the badge requirements outlined in the following subsections. Any individual performing work under a contractual agreement with The Los Alamos DOE Site Office, shall obtain a LANL badge from the Los Alamos National Laboratory badge office

All badges issued by the LANL Badge Office are accountable. Therefore, the Contractor shall ensure that every badge issued through the Los Alamos DOE Site office is returned to the LANL Badge Office. The Contractor shall also timely report any lost or stolen badges to the LANL Badge Office. Failure to return DOE security and site-specific badges will result in denial of future badging services to the badge holder.

#### 5.2.1 General Badging Requirements

- 5.2.1.1 A worker who is submitted for a standard DOE-Cleared badge or LANL-Only Uncleared badge shall provide proof of U.S. citizenship to the LANL Badge Office at the time of badging. The foregoing applies regardless of the length of time that a worker will be on site.
- 5.2.1.2 Proof of citizenship includes an original photo identification card, such as a current and valid state driver's license and an original of one of the following five documents:
  - For a worker born in the U.S., a birth certificate filed for record shortly after birth and certified with the registrar's signature is required. A delayed birth certificate (one created when a record was filed more than one year after the date of birth) is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. All documents submitted as evidence shall be original or certified.
  - For a worker claiming citizenship by naturalization, a certificate of naturalization showing the individual's name is required.
  - For a worker claiming citizenship acquired by birth abroad to a US citizen, one of the following (showing the worker's name) is required: Certificate of Citizenship issued by the Immigration and Naturalization Service; Report of Birth Abroad of a Citizen of the United States of America (Form FS240); or Certificate of Birth (Form FS 545 or DS 1350).
  - A US passport, current or expired.
  - A record of Military Processing-Armed Forces of the US (DD Form 1966) provided it reflects that the worker is a US citizen.
- 5.2.1.3 A worker, who is a US citizen and does not currently hold a LANL badge, meets applicable requirements, he/she shall be issued an uncleared badge.
- 5.2.1.4 A worker who is either a Cleared or an uncleared foreign national shall be badged in accordance with current DOE and LANL policies. The worker shall wear a photo badge whenever on DOE property (i.e. LANL) or LANL-leased

premises.

- 5.2.1.5 Individuals who falsely certify their citizenship will be removed from the Laboratory and will be denied future access to LANL. This will be reported to the appropriate LANL organizations for investigation and other external organizations as necessary.
- 5.2.2 Obtaining a Badge

5.2.2.1 Worker (US Citizen) Requirements

- Workers shall present identification as required by the Badge Office before being issued a badge.
- Workers shall obtain a site-specific badge before performing any work at LANL.
- 5.2.2.2 Official Visitor (US Citizen) Requirements
  - An Official Visitor, in conjunction with his or her Laboratory Host, shall obtain a badge, in accordance with this document;
  - Uncleared Official Visitors will be required to sign a "Statement of U.S. *Citizenship*" form at the LANL Badge Office affirming their U.S. citizenship;
  - Uncleared Official Visitors who are on site six (6) consecutive months or less, shall attend a briefing designed by their Laboratory Host and RLM, covering safety and security requirements relevant to the work they will be performing;
  - Uncleared Official Visitors who falsely certify their citizenship will be removed from the Laboratory and will be denied future access to LANL. This breach will also be reported to the appropriate LANL organizations.
- 5.2.2.3 Reserved
- 5.2.2.4 Reserved

5.2.3 Workers shall:

- Complete training required by Personnel Security before receiving a badge;
- Wear the badge, photo-side out, above the waist, on the front side of the body, at all times while on DOE-owned property (i.e., LANL) or on Contractor leased or rented premises;
- Remove the badge and protect it from public view when leaving DOE-owned property
  or Contractor leased or rented premises;
- Present the badge whenever requested by Protective Force personnel, their LANL host, or the Personnel Security Group;
- Minimize the number of instances of temporary badge issuance and replacement of lost badges;
- Ensure the badge is never photocopied;
- Return an issued badge to the Badge Office (via the RLM as appropriate) following termination of employment, badge expiration, end of assignment, or completion of a visit. Workers are not permitted to retain badges for any reason.

#### 5.2.4 Badge Expiration Dates

- 5.2.4.1 Badges may be issued for the term of the contract. However, a Contractor shall only request a badge for the period of time in which a worker will be utilized on this contract.
- 5.2.4.2 Contractor shall abide by the following end date requirements:
  - When a worker is working multiple contracts all outside of Security Areas, the earliest end date among the contracts will be the badge end date.
  - When a worker holds a clearance (i.e., access authorization) under multiple contracts, the badge end date is based on the contract that is designated as the "primary" contract.
  - When a worker holding a clearance (i.e., access authorization) is performing

work under multiple contracts held by a Contractor that has received a favorable FOCI determination, the earliest end-date among those contracts is used. A new badge will need to be requested if there is any work to be performed that extends beyond the work within a Security Area.

5.2.4.3 If the contract is going to be extended, Contractor shall renew a worker's badge within 30 days <u>prior</u> to its expiration.

## 5.2.5 Lost or Stolen Badge(s)

- 5.2.5.1 Lost or stolen badges shall be reported to the Badge Office within 24 hours or the next business day after discovery of the loss, whichever is soonest. The RLM shall also be notified. The individual badge holder shall go to the LANL Badge Office and complete a written affidavit (Form 1672) *Notification of Permanent Inactivation of Badge* in order to obtain a replacement badge.
- 5.2.5.2 In addition to the above, if a badge is stolen, the individual badge holder shall report the theft to the Security Inquiry Team (SIT) and inform the RLM or CA/PS by the next business day of discovery of the loss.

#### 5.3 Clearances (i.e., access authorizations)

Contractor shall follow all clearance requirements outlined below and shall not permit any individual to have access to classified information; except when access to classified information is determined by proper clearance and the need-to-know.

The requirements for securing eligible personnel and proper personnel security clearances (i.e., access authorizations) for work within "L" and "Q" clearance areas and for complying with other security regulations and procedures shall not be considered cause for an extension of time for performance of the contract work or for extra payments under the contract. However, the cost of processing DOE "Q" or "L" access authorizations will be borne by the Government.

#### 5.3.1 Requesting an Initial Clearance

Contractor shall ensure that workers:

- Provide information required to request a clearance, including, but not limited to, proof
  of citizenship, Personal Identification Verification (PIV) documents, fingerprints,
  residence, work, education, military history, and personal references, as well as
  specific information regarding any legal, financial, mental health or loyalty issues;
- Verify the worker's Oracle record is active, correct and complete through the RLM including employer and contract number and that the worker is working on a FOCI approved contract;
- Complete a Clearance Request/Recertification/Suitability Form (DOE F 472.1C) signed by a LANL RLM.
- Complete an online (e-QIP) Questionnaire for National Security Positions QNSP (SF 86) and attendant clearance documents when requested by the Personnel Security Office.
- Meet with Clearance Processing Security Specialist and/or provide written responses to additional requests for information from Clearance Processing.

#### 5.3.2 Clearance Processing Critical Reporting Elements

Contractor shall ensure that workers holding a <u>cleared</u> DOE-standard badge, report any of the following events to Clearance Processing, the RLM within **one (1)** working day of the occurrence unless otherwise stated:

- All arrests, criminal charges including charges that are dismissed or detentions by Federal, state, or other law enforcement authorities for violations of the law (other than traffic violations for which only a fine of \$250 or less was imposed), within or outside of the US, unless the traffic violations were drug or alcohol related;
- Personal or business-related filing for bankruptcy;
- Garnishment of wages;
- Legal action effected for name change;
- Change in citizenship;

- Employment by, representation of, or other business-related association with a foreign or foreign-owned interest or foreign national;
- Any hospitalization for mental illness; treatment of drug abuse; or treatment for alcohol abuse;
- Approach or contact by any individual seeking unauthorized access to classified information or matter or SNM. If such an approach or contact is made while on foreign travel, workers should notify a Department of State official at the local US Embassy or Consulate;
- Within 45 days of marrying or cohabitating, submit a DOE Form 5631.34, Data Report on Spouse/Cohabitant;
- Termination of employment also notify the RLM;
- When access authorization is no longer required;
- Leave of absence or extended leave not requiring access to classified information or matter, or SNM for 90 consecutive working days;
- Leave for foreign travel, employment, assignment, education, or residence for more than three months, not involving official US Government business even if employment continues with the Contractor.
- 5.3.3 Security Termination Requirements for Departing workers

Cleared workers who are terminating employment at the Laboratory for any reason shall meet all the federal and local requirements for departing workers.

Workers <u>shall</u> complete all clearance-related departure requirements. Some termination procedures are mandated by federal law. Failing to comply with the requirements can hinder or prevent a worker's future efforts to obtain a security clearance or badging services at LANL. Failure of a Cleared worker to follow proper termination procedures is also reported to NNSA/DOE by LANL Personnel Security.

Clearance-related requirements for departing workers include the following:

- Termination Briefing the worker shall attend a termination briefing conducted by LANL Personnel Security or Contractor management and submit a completed LANS LLC Safeguards and Security Clearance Termination Briefing Form to Personnel Security.
- Security Termination Statement the worker shall sign and submit a Security Termination Statement DOE Form 5631.29 to LANL Personnel Security.
- Surrender DOE Access Credentials the worker shall surrender his or her security badge to the LANL Badge Office, while coordinating with the RLM.

For each event listed below, the required action shall be carried out within two (2) working days of the Event described in the first column of the table.

Event	Do Termination Briefing & Form, and Submit DOE Form 5631.29	Return These Badges
Worker's employment terminated	Individual Worker	Worker's badge, whether Cleared or Uncleared, including expired
Worker transferred from other contract	Individual Worker	Worker's badge, whether Cleared or Uncleared, including expired
Clearance no longer required	All Workers	All Cleared "L" or "Q" badges, including expired
Contractor's FOCI approval withdrawn or terminated	All Workers	All Cleared "L" or "Q" badges, including expired
Worker completed or terminated	All Workers	All badges, whether Cleared or Uncleared, including expired

- Contractor shall ensure that any worker who holds a clearance and is no longer working on this contract, follows the security clearance termination process outlined above.
- Contractor shall notify Personnel Security, the RLM and CA/PS of any Event that changes the status of a worker's need for a badge.
- 5.3.4 Clearance Renewals or Reinvestigations
  - Contractor shall ensure that a worker whose clearance is being renewed or reinvestigated:
  - Completes the reinvestigation e-QIP package every 5 years for Q clearance holders or every 10 years for L clearance holders.
  - Completes the LANL Annual Security Refresher Training before the effective date of the training expiring and access is therefore denied.
- 5.4 Reserved
- 5.5 Reserved
- 5.6 Foreign Visits and Assignments
  - 5.6.1 On-Site work

All foreign national workers are required to have approval to work on-site from the LANL Foreign Visits and Assignments office PRIOR to their arrival at the Laboratory. They will be required to present a valid passport and visa documentation before a badge will be fabricated and issued. The individual who is hosting a foreign national on-site shall be a Contractor employee.

5.6.2 Off-site work

Approval for a foreign national to work off-site on a LANL project is not required if the following conditions are met: 1) all work is conducted entirely off-site and 2) the research results from this contract are to be published in open literature intended for public release.

#### 6.0 Information Security (Sept 2008)

#### 6.1 Official Use Only (OUO) Information

OUO information is unclassified with the potential to damage government, commercial or private interests if disseminated to persons who do not have a need-to-know the information. Contractor shall protect such information from unauthorized dissemination and shall follow all requirements for OUO documents specified below.

6.1.1 Access

No security clearance is required for access to OUO.

If OUO information is Export Control Information (ECI) access is restricted to US persons, defined as citizens and Lawful Permanent Residents.

If OUO information is Applied Technology (AT) it is subject to access restrictions established by the DOE Program Office. The associated LANL program manager can determine access authorizations for Laboratory workers.

6.1.2 Storing

OUO information shall be stored in a locked room or locked receptacle (e.g. desk, file cabinet, safe). OUO information stored on a computer shall have passwords, authentication, and encryption or file access controls in place for protection.

6.1.3 Transmitting

E-mail messages that contain OUO information should indicate OUO in the first line, before the body of the text. OUO disseminated over networks outside of LANL should be encrypted with NIST-validated encryption software (e.g., Entrust®).

In the case of hard copies being sent outside of LANL, OUO shall be placed in a sealed, opaque envelope marked with the recipient's name, a return address and the words "To Be Opened by Addressee Only". For interoffice mail within LANL, OUO shall be placed in a sealed, opaque envelope with the recipient's address and the words "To be Opened by

Addressee Only" on the front of the envelope.

### 6.1.4 Destroying

Users are not required to destroy electronic media that contains OUO. However, disks should be overwritten using approved software before they are thrown away. Hard copy OUO documentation shall be destroyed by using an approved shredder.

#### 6.2 Unclassified Controlled Nuclear Information (UCNI)

UCNI is certain unclassified but sensitive government information whereby unauthorized dissemination is prohibited. UCNI is intended to be viewed only by those individuals with a need-to-know. Contractor shall protect such information from unauthorized dissemination and shall follow all requirements for UCNI documents specified below.

#### 6.2.1 Access

No security clearance is required for access to UCNI; however, access is permitted only to those authorized for routine or special access and those who have a need-to-know. UCNI stored on a computer shall be restricted (passwords, authentication, file access control encryption and offline storage) to only those who have a need-to-know.

### 6.2.2 Storing

When using UCNI, physical control shall be maintained over the material to prevent unauthorized access to the information. When not in use, UCNI matter shall be stored in a locked room or receptacle (e.g. desk, file cabinet, bookcase or safe). The locked receptacle shall have controls that limit access to only approved workers. UCNI stored on a computer shall have passwords, authentication, encryption or file access controls in place for protection.

#### 6.2.3 Transmitting

Ensure that UCNI is marked correctly prior to transmitting it over any media. Only a qualified Derivative Classifier (DC) can identify and mark UCNI. Contact the Classification Group through the RLM for assistance.

If transmitting over telecommunication circuits (including fax) encryption shall be used. If mailing outside of LANL, an opaque envelope shall be used and the outer packaging shall not indicate that the content within is UCNI. For interoffice mail, an interoffice envelope shall be used and mailed through standard interoffice mail, but do not indicate that the content is UCNI. When using e-mail, UCNI shall be encrypted with NIST-validated encryption software such as Entrust®.

### 6.2.4 Destroying

Users are not required to destroy electronic media that contain UCNI. Disks should be overwritten using approved software before they are discarded. Hard copy UCNI documents are to be destroyed by shredding in an approved shredder. Contractor shall coordinate with the Classified Matter Protection and Control Team through the RLM to properly destroy UCNI information.

6.2.5 Noncompliance Consequences

Contractor's failure to comply with the requirements pertaining to UCNI may result in the imposition of a civil penalty of up to \$100,000 for each violation.

- 6.3 Reserved
- 6.3.2 Reserved
- 6.3.3 Determining Need-to-Know

Any worker who has been granted access to classified matter shall determine another worker's clearance and need-to-know before granting access to that matter. Need-to-know shall be established by:

• determining what matter will be accessed; and

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- determining whether the recipient requires access to this matter to perform his / her official duties through current relationships, tasks, duties and assignments or confirmation by a LANL RLM.
- 6.3.4 Clearance requirements for access to classified matter:

Category & Level of Classified Matter	Q Cleared	L Cleared
Confidential National Security Information	Permitted	Permitted
Confidential Formerly Restricted Data	Permitted	Permitted
Confidential Restricted Data	Permitted	Permitted
Secret National Security Information	Permitted	Permitted
Secret Formerly Restricted Data	Permitted	Permitted
Secret Restricted Data	Permitted	Excluded
Top Secret National Security Information	Permitted	Excluded
Top Secret Formerly Restricted Data	Permitted	<ul> <li>Excluded</li> </ul>
Top Secret Restricted Data	Permitted	Excluded
Sigma's 1 through 13	Permitted	Excluded
Sigma's 14 & 15 granted by UCSC or alternate		

- 6.3.5 Reserved
- 6.3.6 Reserved
- 6.3.7 Reserved
- 6.3.8 Reserved
- 6.3.9 Reserved
- 6.3.10 Reserved

## 7.0 Cyber Security (Oct 2008)

These requirements apply to any information system or network that Contractor may use to collect, create, process, transmit, store or disseminate information for Contractor. Unless specifically waived, Contractor retains ownership of the data that Contractor may utilize in performance of this contract. Regardless of the performer of the work, Contractor shall ensure compliance with the provisions of this section.

No Cyber Security work identified in section will be performed.

- 7.1 Cyber Security Training
  - 7.1.1 A worker who will be on-site more than 10 days shall complete the Initial Computer Security Briefing as soon as access is granted to LANL information system resources. All workers who are on-site more than 10 days shall also complete Annual Security Refresher training. New users may have access to training systems in the Badge Office in the Otowi Building or at the White Rock Training Center.
  - All other required Cyber Security training identified in the table below shall be completed prior to computer access and prior to performing the assigned function that the training prepares the worker to perform.

Course Name	Frequency	All Computer Users	Classified Computer Users	Training Type
General Employee Training (GET)	One time	x	х	Live
Initial Computer Security Briefing	One time	x	х	Online
Annual Security Refresher	Annually	x	х	Online
Classified Computer Security	Annually		х	Online

## 7.1.2 Reserved

- 7.2 Reserved
- 7.3 Reserved
- 7.4 Reserved
- 7.5 Reserved
- 7.6 Reserved
- 7.7 Reserved
- 7.8 Reserved
- 7.9 Consequences of Noncompliance

Failure of Contractor to comply with the requirements of Section 7.0 may result in the imposition of a criminal and civil penalty. Activities on LANL systems are monitored and recorded and subject to audit. Use of LANL systems and data is expressed consent to such monitoring and recording. Any unauthorized access or use of LANL systems and data is prohibited and could subject the Contractor to criminal and civil penalties.

#### 8.0 Controlled Articles / Wireless Technology (Sept 2008)

LANL's level of control on wireless computing devices and on portable electronic devices (PEDs) depends on the type of device, who owns it (Government or non-Government) where it will be located and how it will be used.

8.1 Controlled Articles

Controlled Articles are stand-alone devices that can record or transmit data. Controlled articles are not permitted in Security Areas without prior authorization. Contractor shall ensure that controlled articles are not brought into a Security Area without prior written approval from the Cyber Security Office with concurrence by the RLM. Additional LANL site-specific requirements may exist and shall be followed as appropriate.

- 8.1.1 Controlled articles include:
  - Cell phones, cordless phones, two-way pagers, two-way radios;
  - Recording equipment (audio, video, optical, or data);
  - Radio frequency (RF) transmitting equipment (including ankle monitoring devices), Infrared (IR) or other wireless transmission capabilities;
  - Electronic equipment with a data exchange port capable of being connected to automatic information system equipment;
  - Portable computers such as laptops, personal digital assistant (PDA's), palm-top computers, Blackberry's or iPods;
  - Cameras video, still, digital, film or in cell phones. If the use of cameras either inside or outside of a security area is deemed mission essential - then use of cameras shall be authorized via coordination with the RLM and the Physical Security Team prior to the use of such cameras. (Form 1897PA)
- 8.2 Approvals Required Before Commencement Of Work
  - 8.2.1 Prior to the introduction of any controlled portable electronic device (PED), including portable electronic storage devices and other controlled articles, into a Limited Area or connected to a LANL-owned system, approval shall be obtained from the Cyber Security Office. The RLM shall also be informed.
  - 8.2.2 Prior to any wireless operation on wireless projects (unclassified or classified) approval shall be obtained from LANL's Cyber Security Office. The RLM shall also be informed. Violations of this requirement may constitute a security infraction, and may result in administrative actions up to and including exclusion of a Worker from LANL and/or from working on this contract.
  - 8.2.3 Contractors using wireless technology on construction sites may need to obtain approval for engaging wireless through a "LANL Wireless System Security Plan", as well as obtaining certification from the Cyber Security Office.
- 8.3 Unallowable Technology on LANL property

8.3.1 The use of wireless computing and printing devices such as "Bluetooth" technology or wireless networking protocol is prohibited anywhere at LANL, including all LANL property and leased space except for certain defined areas. Such capabilities shall be disabled unless the activity has been approved by the LANL Cyber Security Office. It is the user's responsibility to know what devices they possess, the capabilities of those devices and to ensure that wireless capabilities have been disabled.

The use of wireless networking, Bluetooth and cell phone technologies is allowed in public areas of the Bradbury Science Museum, the Otowi Cafeteria and public access areas outside buildings such as roadways, sidewalks and parking lots.

- 8.3.2 The use of wireless networking is not restricted in <u>non-LANL</u> occupied areas of LANLleased properties such as Canyon Complex, White Rock Training Center, the Research Park and Central Park Square.
- 8.4 General Wireless Device Requirements
  - 8.4.1 For non-government owned unclassified devices with wireless capability, workers shall have all wireless networking and Bluetooth disabled while in a PPA. Software or hardware disablement is permitted.
  - 8.4.2 These wireless device requirements do not apply to the wireless computing capability used by Contractor delivery and shipping workers in the LANL receiving area outside of a building.
  - 8.4.3 Workers shall label active wireless devices that have prior approval to be in a PPA and/or Limited Area, to identify ownership.
- 8.5 LANL and Government-owned Wireless Devices
  - 8.5.1 Government-owned cell or satellite phones shall be disabled when inside a LA or above.
  - 8.5.2 Government-owned computing PEDs (laptops, palmtop computers and PDA's) shall follow access control requirements such as username and password.
  - 8.5.3 Government-owned computing PEDs shall use anti-virus software to detect malicious activity where the capability exists.
  - 8.5.4 Government-owned unclassified PEDs are not permitted to connect to any LANL computer or network or store LANL sensitive data without approval from LANL management. (*Form 1865*)
- 8.6 Non-government Owned PEDs in LANL Security Areas
  - 8.6.1 Non-government owned PEDs are prohibited in Limited Areas and above.
  - 8.6.2 Non-government owned PEDs may not be connected to any LANL-owned information system or network (classified or unclassified) without written approval and may not be used to store any sensitive or classified government information without written approval. *(Form 1897)*
  - 8.6.3 When privately-owned vehicles are allowed to enter a Limited Area, PEDs that are attached to the vehicle (i.e. built-in cell phones, On Star and CB radios) shall be turned off if capable and left in the vehicle. Additional restrictions may apply in some areas and workers shall follow local controls.
- 8.7 Non-government Wireless Computing Devices
  - 8.7.1 LANL management approval may be required before bringing a non-government laptop to a Property Protection Area based on local security requirements. (*Form 1897*)
  - 8.7.2 LANL Cyber Security Office approval is required if the laptop will be in a Security Area or connected to the LANL network. (*Form 1897*)
  - 8.7.3 LANL management approval is required before connecting a non-government laptop to a LANL network. (Form 1897)
  - 8.7.4 Non-government owned wireless computing devices shall be authorized before connecting to any LANL wireless computing resource.
- 8.8 Connecting to Presentation Systems and Using Equipment Remote Controls
  - 8.8.1 Non-government owned PEDs may be connected to stand-alone presentation equipment and stand-alone systems in PPA's provided:
    - 1) The information system has virus detection software active, automatically scanning for malicious code and using the most current definition file and,

- 2) The information system shall not contain any sensitive information that the PED owner does not have authorization to access.
- 8.8.2 LANL prohibits Radio Frequency (RF) keyboards everywhere.
- 8.8.3 LANL allows RF and Infrared (IR) remote controls on unclassified presentation equipment (audio, video, etc.) in unclassified workspace without restrictions.
- 8.8.4 LANL does not allow RF and IR remote controls on classified computers.
- 8.8.5 IR and RF remote controls are permitted to control projectors.

# 9.0 Contacts (Sept 2008)

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Badge Office Chief Information Office	. 505-667-6901	badge@lanl.gov
Chief Information Office on-call pager		
Classification Group		
Classified Matter Protection & Control		cmpc@lanl.gov
Clearance Processing		clearance@lanl.gov
Cyber Security Office		cybersecurity@lanl.gov
Emergency Management & Response	. 505-667-6211	oj son oodennij ginnigen
Fire, Bomb Threat, etc.		
Foreign Ownership Control & Influence		
Foreign Visits and Assignments		
Fraud, Waste and Abuse		
Immigration Services		
Info Security Operations Center (iSOC)		cpc@lanl.gov
Lock Shop		
Material Control & Accountability Group		
Network Operations Center (NOC)	. 505-667-7423	noc@lanl.gov
Office of Counterintelligence		~ ~
Operations Security Program Office	. 505-665-4843 or	505-667-0002
Personnel Security POC		
Personnel Security		
Physical Security Team	. 505-667-2510	
Protective Force	. 505-665-1279	
Protective Force after hours	. 505-667-4437	
Safety Help Desk	. 505-665-7233	
Security Help Desk		security@lanl.gov
Security Inquiry Team (SIT)	. 505-665-3505	
Wireless Point of Contact		wirelesssecurity@lanl.gov

#### 10.0 Required Notifications (Dec 2007)

Contractor shall notify the Requester and the Contracting Officer immediately, whenever a change in the scope of the work to be performed has been identified or requested.

# INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-242

# AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-171 AND 40-175 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO POTABLE WATER RATES AND BULK DELIVERY RATES

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS as follows:

**Section 1.** Section 40-171 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-171. Potable water rate schedule 8-A.

(a) *Applicability.* Potable water rate schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

(b) Service charge.

Water Meter Size	Service Charge Per Meter Per Month
1-1/4 inch and under	\$ 7.93
1-1/2-inch	25.12
2-inch	37.50
2 1/2-inch, 3-inch	74.00
4-inch	126.00
6-inch	266.00
8 inch	439.50

(c) *Water consumption charge*. The water consumption charge shall be charged to each customer billed under rate schedule 8-A according to the following schedule:

Consumption Oct-Apr (Non-Peak Season)					
Commodity Rate Per 1,000 Gallons					
	<9,000	9 - 15,000			
Monthly usage	gal	gal	>15,000 gal		
Residential	4.19	4.19	4.19		
Multi-Family	4.19	4.19	4.19		
		_			
Commercial	4.19	4.19	4.19		
County /Schools	4.19	4.19	4.19		

Consumption May-Sep (Peak Season)					
Commodity Rate Per 1,000 Gallons					
	<9,000	9 - 15,000			
Monthly Usage	gal	gal	>15,000 gal		
Residential	4.19	4.45	5.32		
Multi-Family	4.19	4.40	4.50		
Commercial	4.19	4.19	4.19		
County /Schools	4.19	4.19	4.19		

Note: Multi-Family includes dwelling units and apartments as defined in Section 40-201.

**Section 2.** Section 40-175 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-175. Bulk delivery rate schedule 8-D.

(a) Applicability. Schedule 8-D is applicable to all bulk water sold and delivered to bulk points of delivery. The rate shall consist of a service charge plus a water consumption charge.

(b) The bulk delivery rate for water sold and delivered to bulk points of delivery shall be \$2.88 per 1,000 gallons.

(c) The customer service charge for water sold and delivered to bulk points of delivery shall be \$542.00 per month per customer.

Section 3. Effective Date. This ordinance shall become effective upon adoption with the amended water rates being applied for all billing on or after July 1, 2014.

Section 4. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Repealer. All ordinance or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 8th day of July, 2014.

(SEAL)

Sharon Stover Los Alamos County Clerk

COUNCIL OF THE INCORPORATED

**Geoff Rodgers** 

Geoff Rodgers Council Chair

# DIVISION 1. GENERALLY

Sec. 40-101. Late payment fees on electric, gas, water, sewer and refuse utilities past due account. Secs. 40-102—40-120. Reserved.

Sec. 40-101. Late payment fees on electric, gas, water, sewer and refuse utilities past due account.

(a)

A late payment fee of 1½ percent per month shall be assessed to every past due account pertaining to refuse fees contained in section 32-19 of this Code and to electric, gas, water and sewer utility rates as contained in divisions 2, 3, 4 and 5 of this article, respectively. An account is considered past due if payment has not been received by the county finance department within 25 days after the billing date. The late payment fee shall be added to any balance that is not paid within 25 days of the billing date.

(b)

Accounts classified as budget billing accounts shall be charged a late payment fee only when any portion of the agreed upon payment amount is not received within 25 days of the billing date.

(Ord. No. 85-109, § 1, 1990; Code 1985, § 13.24.010)

Secs. 40-102-40-120. Reserved.