

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 20
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2. CONTRACT (Proc. Inst. Ident.) NO. 89233119CNA000145	3. EFFECTIVE DATE 10/01/2020	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 20NA002025
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5. ISSUED BY NNSA Non MO Cntrctng Ops Div NNSA Non M&O Contracting Operations NA-APM-12 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892331	6. ADMINISTERED BY (If other than Item 5) NNSA Service Center U.S. Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Incorporated County Of Los Alamos Attn: David Griego 1000 Central Ave Ste 300 LOS ALAMOS NM 87544	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 069423424	FACILITY CODE	11. SHIP TO/MARK FOR NNSA Los Alamos Field Office NA-LA Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	12. PAYMENT WILL BE MADE BY OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$15,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ 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 sheets. This award consummates the contract which consists of the following 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 awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89233119CNA000145

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NAME OF OFFEROR OR CONTRACTOR

Incorporated County Of Los Alamos

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Delivery: 09/30/2020 FOB: Destination Period of Performance: 10/01/2020 to 09/30/2030 LANL water Line item value is: \$15,000,000.00 Incrementally Funded Amount: \$1,200,000.00				15,000,000.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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Los Alamos National Lab Water Services

0001		1 Lot	EST \$15,000,000.00
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<i>Noun:</i>	WATER SERVICES TO LOS ALAMOS NATIONAL LABORATORY
<i>ACRN:</i>	U
<i>Contract type:</i>	Y - TIME AND MATERIALS
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	DESTINATION
<i>Descriptive Data:</i>	

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, 2020 thru September 30, 2030

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

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 \$15,000,000.00 and 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 \$15,000,000.00. 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

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

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 contract.

C003 ATTACHMENTS (AUG 2009)

DOCUMENT	PAGES	DATE	TITLE
ATTACHMENT 1	5	07 APR 2020	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	6	26 NOV 2019	WATER SERVICE SCHEDULE ORDINANCE NO. 02-299
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 10	TBD	TBD	LOS ALAMOS WATER PRODUCTION SYSTEM PRS EASEMENTS

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

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.

<u>ITEM</u>	<u>SUPPLIES SCHEDULE DATA</u>	<u>QTY</u>	<u>DATE</u>
0001			30 Sep 2030
	<i>Noun:</i>	WATER SERVICES TO LOS ALAMOS NATIONAL LABORATORY	
	<i>ACRN:</i>	U	

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

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, 2020 thru September 30, 2030

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

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, Cassandra.Begay@nnsa.doe.gov 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, matthew.barela@nnsa.doe.gov, (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, william.mayers@nnsa.doe.gov, (505) 845-4134, NNSA Complex, P.O. Box 5400, Albuquerque, NM 87185-5400

(d) The Contracting Officer for this contract is:

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

DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (For FFP Task Orders)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and

PART I-THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

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

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.

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUNE 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (JUN 2020)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
52.204-7	SYSTEM OF AWARD MANAGEMENT (OCT 2018)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
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 (APR 2015)
52.222-26	EQUAL OPPORTUNITY (SEPT 2016)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUN 2020)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUN 2020)
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)
52.233-1	DISPUTES (MAY 2014)
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 (JUN 2020)

(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 10 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

prior to commencing such work. The Government shall provide utility locates (including field markings if needed) and excavation permits 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) or Areas of Concerns (AOCs), storm water drainage/discharge requirements, biological and cultural resources, , and safety requirements or other pertinent information that is related 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.

(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. For emergency repairs and excavations on the Contractor facilities located within the Government premises, the Contractor will follow the coordination procedure titled "Emergency Operations on County Facilities Requiring Excavation on DOE Land". The Contractor's utility crew will be allowed to access the Pajarito Corridor within the Government premises using a Los Alamos County badge and vehicle for emergency repairs and excavation only. They will be denied access if they do not have a Los Alamos County badge. The Contractor is responsible for updating the procedure annually.

(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.

{e) The Contractor shall comply with all applicable Federal, State, and Local laws and regulations protecting workers, air, water, soil, waste management/disposal, and chemical and pesticide usage such as but not limited to 20.6.2.1203 NMAC and/or New Mexico Water Quality Control Commission. On DOE/NNSA property, the Contractor shall implement Storm Water Pollution Prevention Plans (SWPPP) and Best Management Practices for storm water management, sediment and erosion controls and/or any site disturbances on DOE/NNSA property. The Contractor is responsible for obtaining all necessary permits such as but not limited to NPDES Construction General Permit, Clean Water Act permits, and/or USACE 404 permit (if necessary). The Contractor must abide by the terms and conditions set forth in the permit(s).

(f) MAINTENANCE:

The NNSA transferred the Los Alamos Water Production System to the Los Alamos County in 2000 except for those water lines located within a SWMU and/or AOC (DE-RE3-98AL79408 Amendment 2). Attachment 10 provides a map of the easements for SWMU/AOCs (also referred to as PRS) exception. Certain County owned facilities are connected to or are in close proximity to DOE/NNSA owned utilities and facilities and/or property. From time to time those DOE/NNSA owned utility facilities may need to be modified to accommodate upgrades or replacements to County facilities. Due to security and access issues, such modifications usually must be done by an NNSA M&O Contractor. To accomplish such modifications or upgrades, the County Utilities Manager should formally request a quote for such work from the Contracting Officer Representative (COR). The COR shall provide a written quote to include an estimate of the cost of the work as well as a not to exceed amount. Once accepted by the County, the work may commence. Upon completion of the work, the COR shall present a bill to the County's Utilities Manager.

Similarly, NNSA M&O Contractor may need utilities work done by County crews or contractors from time to time. For such work the COR should formally request a quote for such work from the County's Utilities Manager. The Utilities Manager shall provide a written quote, including a not to exceed amount. Once accepted by the COR, the work may commence. Upon completion of the work, the Utilities Manager shall present a bill to the COR.

The parties shall make every effort to prepare a reasonable quote and to complete the work efficiently. If during the work the scope or conditions change significantly such that the project cost may exceed the not to exceed amount, the party performing the work shall notify their counterpart in writing, by preparing and delivering a revised quote. The other party must accept the revised estimate before the cost incurred exceeds the original not to exceed amount. Once the work has been completed, the party performing the work shall deliver a bill to their counterpart within 60 days. Payment for work done as an adjustment to the monthly billing under this contract. The party being billed shall be responsible for proper accounting for the transaction in their respective financial records.

Both parties shall follow the protocols above for any repairs, replacements, connections, modifications, or upgrades, etc. For emergency repairs on waterlines located in Solid Waste Management Units (SWMUs) or Areas of Concern (AOCs), the County shall stop work and contact the LANL Duty Officer and follow the appropriate protocols and/or procedures. Attachment 10 provides a map of the easements for SWMU/AOCs (also referred to as PRS) exception.

(g) REPORTING

The Contractor shall be responsible for all planned and unplanned potable water discharges from County owned utilities and/or facilities within the boundary of Los Alamos National Laboratory. The Contractor must report unplanned discharges within 48 hours upon discovery and report planned discharges 30 days prior to discharge to the DOE/NNSA Contracting Officer Representative. The Contractor shall be responsible for disposal of the water from excavation activities, including potholing, related to the maintenance, repair, replacement of Contractor owned utilities and/or facilities. The Contractor shall not dispose of water on Government property unless the activity is associated with a federal or state permitted activity (i.e. NPDES or NOI to discharge, ground discharge plan), unless associated with emergency water system repairs. The Contractor will be responsible for reporting discharges to appropriate regulatory agency.

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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:

Tank	Minimum Set Point
Pajarito Tank No. 4	Twenty-five (25) feet
Pajarito Tank No. 4A	Twenty-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. The Contractor shall notify the Government at least 6 months in advance of any new or relocation of LAWPS facilities and associated equipment as it may require a new or modified real property agreement (i.e. easement, etc).

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 or Duty Officer 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. The Contracting Officer Representative will notify the Contractor within 30 days of any changes to designee identified above.

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 for change in rates or terms and conditions of service concurrently with the filing of the 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 continue furnishing under this contract in accordance with the amended tariff, and the Government 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.

(b) If the change requested by the Government will result in the Contractor incurring any facility

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.

PART II - CONTRACT CLAUSES
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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	01 JUNE 2020	STATEMENT OF WORK
ATTACHMENT 2	3	04 MAR 2009	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	6	26 NOV 2019	WATER SERVICE RATE SCHEDULES ORDINANCE NO. 02-299
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 10	TBD	TBD	LOS ALAMOS WATER PRODUCTION SYSTEM PRS EASEMENTS

ATTACHMENT 1
DE-NA000145
Statement of Work
Water Services for the Los Alamos National Laboratory
National Nuclear Security Administration (NNSA)
Dated April 7, 2020

1.0 INTRODUCTION/BACKGROUND

In 2000, the Department of Energy/National Nuclear Security Administration (DOE/NNSA or the Government) transferred the Los Alamos Water Production System (LAWPS) to the Incorporated County of Los Alamos (the County) under the Comprehensive Agreement DE-RE32-98AL79408. The transfer included waterlines, water tanks, electrical lines, valves and other associated equipment located around the Los Alamos National Laboratory (LANL) and within the Los Alamos County Townsite. Easements were granted under the Comprehensive Agreement to the County for the waterlines and associated equipment that remains on the DOE/NNSA property.

There are areas of the LAWPS that go through Potential Release Sites (PRS). Under the Comprehensive Agreement, the DOE/NNSA agreed to continue to operate the water system through the PRS until the Government completes remediation of the PRS. Once they complete the remediation of the PRS site then the Government will convey that portion of the waterline to the County. The waterlines that are within the DOE/NNSA property supply potable water to the LANL. Attachment 10 of the contract provides a map of the PRS (also referred to as SWMUs or AOCs) easements for the exception. The PRS exceptions are covered under Amendment 2 of the Comprehensive Agreement DE-RE32-98AL79408.

The DOE/NNSA also transferred 70% (3878.91 acre-ft.) of its water rights and leased the remaining 30% (1,662.39 acre-ft.) of the water rights to the County. The total amount of water rights are 5541.3 acre-ft per year. A new water rights lease (M20NA70285) for the 30% will be signed in conjunction with this water supply contract so it runs concurrently.

The DOE/NNSA also has a need in the future for non-potable water to supply the cooling towers for the supercomputing centers located within the main LANL Technical Area-3. The cooling towers for the SCC receives water from the onsite SERF facility. The LDCC cooling towers receives potable water which has high silica in the water and this causes maintenance issues with the cooling system.

The DOE/NNSA is seeking a contract for potable and non-potable water services.

2.0 OBJECTIVE

To provide the DOE/NNSA potable and non-potable water service for the LANL.

3.0 SCOPE

The Government is contemplating the award of a 10-year contract for the purpose of obtaining potable and non-potable water service and other utility services.

The Government plans to install the necessary infrastructure to obtain non-potable water services to the LANL in the future. The Government will work with the County once these services are needed. The contract and statement of work will be modified when this occurs. A new real property agreement will also be required.

4.0 TECHNICAL REQUIREMENTS

The County shall abide by the terms and condition outlined the contract.

The County shall invoice the Department of Energy Environmental Management Office (EM-LA) and its contractor for potable water used at Technical Area-21 using meters ii and iii identified in Section 5.0(b)(1) below. A courtesy copy of the bill will be attached to the DOE/NNSA invoice and stamped “information only”.

For emergency repairs and excavations on the County facilities located within the Government premises, the County will follow the coordination procedure titled “Emergency Operations on County Facilities Requiring Excavation on DOE Land”. The County’s utility crew will be allowed to access the Pajarito Corridor within the Government premises using a Los Alamos County badge and vehicle for emergency repairs and excavation only. They will be denied access if they do not have a Los Alamos County badge. The County will be responsible for updating the procedure annually.

For non-emergency work or routine maintenance, repairs, removal, replacement, etc. on DOE/NNSA property, the County must obtain an excavation permit prior to execution of work. Issuance of an excavation permit takes at least two (2) weeks for review and approval.

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.

The Los Alamos County Department of Public Utilities shall ensure the installation and maintenance of a gas meter in the Health Research Laboratory (HRL) at TA-43, located at the corner of Diamond Drive and West Road. The purpose of this meter is to monitor the supply of gas into the HRL heating system. The Utility Board will also secure the delivery of gas for the HRL at TA-43 for the period of one year, from 1 October 2020 through 30 September

2021, or sooner after a new gas delivery contract is established. The Los Alamos County shall submit invoices electronically through VIPERS in accordance with the billing instructions at DOE-G-2005.

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) Camp May Waterline Project. The County will install a water conveyance system to serve Camp May facilities. A new 200,000 gallon water tank will be installed adjacent to Pajarito Tank 4. Water conveyed to Camp May will be metered and deducted from the LANL water bill monthly. Both parties agree to complete the necessary administrative requirements in support of the project.

(c) 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 Rate adopted from time to time by ordinance

- i. Pajarito Booster Pump Station No. 2 meter
- ii. DP East Site meter (TA-21)
- iii. DP West Site meter (TA-21)
- 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)

(2) The Bulk Delivery Rate shall include the total projected costs of water production, transmission, storage in terminal storage reservoirs, disinfections 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 water consumption charge.

- i. The customer service charge shall be the cost to the County by providing service to the 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 cost 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.

- (4) Under the LAWPS Comprehensive Agreement, the Government agreed to continue to operate the water system through the Potential Release Sites (PRS) until the Government has completed remediation of the sites. Once remediation is complete then those site will be conveyed to the County. The County does not have the necessary training to work in a PRS site. If the LAWPS is within a PRS site and needs maintenance, repairs (emergency and non-emergency), replacement, removal, etc then the Government will be reimbursed per Section 52.241-5(f). Attachment 10 to be added at a later date.
 - (5) The Bulk Delivery Rate and flat monthly customer service charge are established under current Los Alamos County Ordinance is set forth in Attachment 6, which may be amended or superseded by subsequent ordinances. Section 52.241.7 provides the terms and conditions for changes in rates.
- (d) 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 County Distribution flat monthly customer service charge (6" water meter size), are established under current Los Alamos County Ordinance are set forth in Attachment 6, which may be amended or superseded by subsequent ordinances. Section 52.241.7 provides the terms and conditions for changes in rates
 - (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.
- (e) Non-potable rates will be added when the Government notifies the County they require non-potable water services.

6.0 ESTIMATED QUANTITY AND ESTIMATED TOTAL CONTRACT PRICE

Estimated quantity for 10 years (2020 forecast and pricing) Price is based on current County rate ordinance as identified in Attachment 6.

Contract Year	Bulk (Kgal)	Distri. (Kgal)	Total (Kgal)	Bulk (\$)	Dist(\$)	Total (\$)
FY21	293,469.87	840	294,309.87	\$1,174,061.94	\$12,368.64	\$1,186,430.58
FY22	293,226.57	840	294,066.57	\$1,220,371.81	\$12,863.38	\$1,233,235.20
FY23	288,960.73	840	289,800.73	\$1,232,822.74	\$13,184.97	\$1,246,007.71
FY 24	286,454.49	840	287,294.49	\$1,252,768.53	\$13,514.59	\$1,266,283.12
FY25	286,860.92	840	287,700.92	\$1,285,895.37	\$13,852.46	\$1,299,747.82
FY26	293,797.13	840	294,637.13	\$1,349,663.18	\$14,198.77	\$1,363,861.95
FY27	307,942.64	840	308,782.64	\$1,449,502.71	\$14,553.74	\$1,464,056.44
FY28	311,534.19	840	312,374.19	\$1,502,942.13	\$14,917.58	\$1,517,859.71
FY29	335,949.76	840	336,789.76	\$1,660,378.36	\$15,290.52	\$1,675,668.88
FY30	336,007.25	840	336,847.25	\$1,702,177.11	\$15,672.78	\$1,717,849.89

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 revised ordinances are attached as Attachments 3-R1. 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 purposes.

- A. Expansion of the LAWPS resulting from an increase in Government requirements.
- a. 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 once in which the Government estimates its future water requirements will increase by more than 50,000 kGallons/year above the estimated amounts.
 - b. 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 declining production capabilities of existing wells, which may be contributing factor to the need for and sizing of new facilities.

- c. The County may, in its sole discretion, waive in writing the requirements that the Parties modify the Contract or execute a special contract commitment.
- d. Cost 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 REQUEST 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 in its rates.

ATTACHMENT 2
To
Contract NA000145
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)

- **CURTAILMENT CONDITION A** (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

 - **CONTROLS TO BE IMPLEMENTED:**
 - 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

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

- **MANAGEMENT STEP:** County and LANL cutbacks and voluntary compliance from Public
- **CONTROLS TO BE IMPLEMENTED:**
 - 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.

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

- **MANAGEMENT STEP:** Major County and LANL cutbacks
- **CONTROLS TO BE IMPLEMENTED:**
 - 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	\$ 9.42 <u>10.01</u>
1½ inch	29.84 <u>31.71</u>
2-inch	44.55 <u>47.33</u>
2½ inch, 3-inch	87.94 <u>93.40</u>
4-inch	149.69 <u>159.05</u>
6-inch	316.04 <u>335.76</u>
8-inch	522.13 <u>554.76</u>



(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				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	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	Residential	<u>4.985.29</u>	<u>5.295.62</u>	<u>6.326.72</u>
Multi-family	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	Multi-family	<u>4.985.29</u>	<u>5.235.56</u>	<u>5.355.68</u>
Commercial	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	Commercial	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>
County/Schools	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	County/Schools	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>

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~~ non-potable 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 ~~\$643.90~~684.14 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.

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 2nd day of April, 2019.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**



Sara C. Scott
Council Chair

ATTEST: (SEAL)



Naomi D. Maestas
Los Alamos County Clerk



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 1. 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

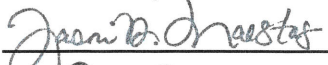

Section 2. Effective Date. This ordinance shall become effective upon adoption with the amended water rates being applied at the next billing following the effective date of the ordinance.

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.

DATE: 07/24/2020 Page: 1 of 2

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Document #: CO-85-270


LOS ALAMOS COUNTY CLERK
By  DEPUTY

ATTACHMENT A

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 20th day of April, 1999.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

Christine Chandler
Christine Chandler
Council Chairwoman



Nita K. Taylor
Nita K. Taylor
Los Alamos County Clerk



DATE: 07/24/2020 Page: 2 of 2

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RECORDED ON: 04/20/1999

Document #: CO-85-270
Adrianna T Ortiz
LOS ALAMOS COUNTY CLERK

By Adrianna T Ortiz DEPUTY

ATTACHMENT A

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:

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

13.24.010 Late Payment 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.

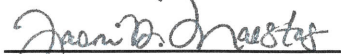
DATE: 07/24/2020 Page: 1 of 2

CERTIFIED A TRUE AND CORRECT

COPY OF: CODE ORDINANCES

RECORDED ON: 01/22/1990

Document #: CP-85-109



LOS ALAMOS COUNTY CLERK

By  DEPUTY

ATTACHMENT A

PASSED, ADOPTED, SIGNED, and APPROVED
this 22nd day of January, 1990.

COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS

[Signature]
CHAIRMAN

Morris B Pongrat
MEMBER

Wallace J. Walter
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

MEMBER

ATTEST: (SEAL)
Nita K Taylor
LOS ALAMOS COUNTY CLERK



DATE: 07/24/2020 Page: 2 of 2

CERTIFIED A TRUE AND CORRECT
COPY OF: CODE ORDINANCES

RECORDED ON: 01/22/1990

Document #: CO-85-109

[Signature]
LOS ALAMOS COUNTY CLERK
By Adrianna T Ortiz DEPUTY

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-299

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-171
40-172, 40-173, and 40-175 OF THE CODE OF THE INCORPORATED COUNTY OF
LOS ALAMOS PERTAINING TO WATER SERVICE RATE SCHEDULES**

WHEREAS, the Incorporated County of Los Alamos, New Mexico ("County") operates a Department of Public Utilities to provide utility services to its citizens; and

WHEREAS, County utilizes a Board of Public Utilities ("BPU") to oversee the Department of Public Utilities; and

WHEREAS, among the responsibilities of the BPU is ensuring the proper utilization of existing operating funds, capital and personnel resources to maintain an acceptable level of service; and

WHEREAS, the BPU is also charged with identifying and planning needed expansion and extensions of the existing utility system; and

WHEREAS, the BPU must further ensure the effective and harmonious operation of the Utilities Department using County resources; and

WHEREAS, it is the further duty of the BPU to prepare a plan for routine operations, capital expansion of the systems and replacement activities; and

WHEREAS, while engaging in this planning activity, the BPU has recognized routine operating cost increases resulting from inflationary pressures that must be covered through revenues in order to maintain appropriate levels of service to the citizens of the County; and

WHEREAS, while engaging in this planning activity, the BPU has also come to realize that County must engage in capital upgrades to the potable and non-potable water production and distribution systems in order to maintain appropriate levels of service to the citizens of the County.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
INCORPORATED COUNTY OF LOS ALAMOS, as follows:**

Section 1. Section 40-171 of the Los Alamos County Code of Ordinances 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.

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Document #: CO-02-299

LOS ALAMOS COUNTY CLERK

By Juan B. Maestas DEPUTY

ATTACHMENT A

(b) Service charge.

Service Charge Per Meter Per Month

Water Meter Size	Service Charge Per Meter Per Month	<u>From 10/01/2020</u>		
		<u>Through 09/30/2020</u>	<u>through 09/30/2021</u>	<u>After 09/30/2021</u>
1¼ inch and under	\$ 10.01	<u>\$10.51</u>	<u>\$10.96</u>	<u>\$11.40</u>
1½ inch	31.71	<u>\$33.30</u>	<u>\$34.71</u>	<u>\$36.10</u>
2-inch	47.33	<u>\$49.70</u>	<u>\$51.81</u>	<u>\$53.88</u>
2½ inch, 3-inch	93.40	<u>\$98.07</u>	<u>\$102.24</u>	<u>\$106.33</u>
4-inch	159.05	<u>\$167.00</u>	<u>\$174.10</u>	<u>\$181.06</u>
6-inch	335.76	<u>\$352.55</u>	<u>\$367.53</u>	<u>\$382.23</u>
8-inch	554.76	<u>\$582.50</u>	<u>\$607.25</u>	<u>\$631.54</u>

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

<u>Consumption Oct—Apr (Non-Peak Season)</u>				<u>Consumption May—Sept (Peak Season)</u>			
<u>Commodity Rate Per 1,000 Gallons</u>				<u>Commodity Rate Per 1,000 Gallons</u>			
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	5.29	5.29	5.29	Residential	5.29	5.62	6.72
Multi-family	5.29	5.29	5.29	Multi-family	5.29	5.56	5.68
Commercial	5.29	5.29	5.29	Commercial	5.29	5.29	5.29
County/Schools	5.29	5.29	5.29	County/Schools	5.29	5.29	5.29

Incorporated County of Los Alamos Code Ordinance 02-299

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DATE: 07/24/2020 Page: 2 of 6

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Document #: CO-02-299

LOS ALAMOS COUNTY CLERK

By Adrianna T Ortiz DEPUTY

ATTACHMENT A

<u>Consumption October 1 through April 30 (Non-Peak Season)</u>				
<u>Commodity Rate per 1,000 Gallons</u>				
	<u>Monthly Consumption</u>	<u>9,000 gal or less</u>	<u>over 9,000 gal to 15,000 gal</u>	<u>over 15,000 gal</u>
<u>Single Family Residential</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>Multi-Family Residential</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>Commercial</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>County/Schools</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>

Incorporated County of Los Alamos Code Ordinance 02-299

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Document #: CO-02-299

Adrianna T. Ortiz
LOS ALAMOS COUNTY CLERK

By Adrianna T Ortiz DEPUTY

ATTACHMENT A

<u>Consumption May 1 through September 30 (Peak Season)</u>				
<u>Commodity Rate per 1,000 Gallons</u>				
	<u>Monthly Consumption</u>	<u>9,000 gal or less</u>	<u>over 9,000 gal to 15,000 gal</u>	<u>over 15,000 gal</u>
<u>Single Family Residential</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.90</u>	<u>\$7.06</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$6.15</u>	<u>\$7.36</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.40</u>	<u>\$7.65</u>

Incorporated County of Los Alamos Code Ordinance 02-299

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Adrianna T Ortiz
LOS ALAMOS COUNTY CLERK

By Adrianna T Ortiz DEPUTY

ATTACHMENT A

<u>Multi-Family Residential</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.84</u>	<u>\$5.96</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$6.09</u>	<u>\$6.22</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.33</u>	<u>\$6.47</u>
<u>Commercial</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>County/Schools</u>	<u>Through 09/30/2020</u>	<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>10/01/2020 to 09/30/2021</u>	<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 09/30/2021</u>	<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>

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

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

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

The water consumption rate for non-potable water, including effluent reuse water, shall be ~~\$2.66 per 1,000 gallons.~~ \$2.79 per 1,000 gallons for consumption through 09/30/2020, \$2.91 per 1,000 gallons for consumption 10/01/2020 through 09/30/2021, and \$3.03 per 1,000 gallons for consumption after 09/30/2021.

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

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

Incorporated County of Los Alamos Code Ordinance 02-299

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DATE: 07/24/2020 Page: 5 of 6

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RECORDED ON: 11/26/2019

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Adrianna T. Ortiz
LOS ALAMOS COUNTY CLERK

By Adrianna T Ortiz DEPUTY

ATTACHMENT A

(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 ~~\$3.63 per 1,000 gallons.~~ \$3.81 per 1,000 gallons for consumption through 09/30/2020, \$3.97 per 1,000 gallons for consumption 10/01/2020 through 09/30/2021, and \$4.13 per 1,000 gallons for consumption after 09/30/2021.

(c) The customer service charge for water sold and delivered to bulk points of delivery shall be ~~\$684.44~~ \$718.35 per month per customer for service through 09/30/2020, \$748.88 per month per customer for service 10/01/2020 through 09/30/2021, and \$778.84 per month per customer for service after 09/30/2021.

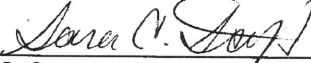
Section 4. Effective Date. This ordinance shall become effective upon adoption with the amended rates being applied at the next billing following the effective date of the ordinance.

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.

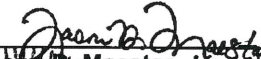
Section 6. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.


ADOPTED this 26th day of November, 2019.

COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS


Sara C. Scott
Council Chair

ATTEST: (SEAL)


Naomi D. Maestas
Los Alamos County Clerk



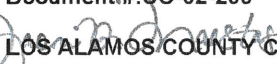

CO-02-299 11/26/2019 12:00 AM
Page(s): 6 Naomi D Maestas - County Clerk
Los Alamos County, NM Victoria L Martinez - Deputy



Incorporated County of Los Alamos Code Ordinance 02-299

DATE: 07/24/2020 Page: 6 of 6

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LOS ALAMOS COUNTY CLERK
By Adrianna T Ortiz DEPUTY

**EXHIBIT G PHYSICAL SECURITY
SECURITY REQUIREMENTS
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G1.0 Definitions and Acronyms (Mar 2020)

Definitions and acronyms may be accessed electronically at <http://www.lanl.gov/resources/assets/docs/Exhibit-G/exhibit-g-definitions-acronyms-green.pdf>

G2.0 Security Requirements (Mar 2020)

SUBCONTRACTOR shall comply with all requirements specified in this exhibit. Regardless of the performer of the work (e.g. sub-tier or third party contractor) SUBCONTRACTOR shall ensure compliance with the provisions of this exhibit. All measures taken by CONTRACTOR to correct Subcontract Workers' non-compliance shall be at SUBCONTRACTOR'S expense, and the cost thereof, including any stipulated penalties resulting from such non-compliance, shall be deducted from payments otherwise due SUBCONTRACTOR. Additionally, when requested by CONTRACTOR, SUBCONTRACTOR shall provide such information, assistance and support as necessary to facilitate CONTRACTOR'S compliance with any DOE Directives that may be applicable to the scope of work.

Work on this subcontract shall be subject to random periodic inspections and assessment by LANL Security personnel to verify compliance with the security requirements in this Exhibit G.

2.1 DEAR Clauses Incorporated By Reference

2.1.1 The Department of Energy Acquisition Regulation (DEAR) clauses which are incorporated 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 https://www.acquisition.gov/Supplemental_Regulations

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 "SUBCONTRACTOR;"
- The term "Contract" shall mean this subcontract; and
- The term "DOE", "Government," "Contracting Officer" and equivalent phrases shall mean CONTRACTOR and/or CONTRACTOR'S representative, except the terms "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative; or where specifically modified herein.

2.1.4 The following clauses apply as stated in the Instructions.

Clause Number	Title and Date	Instructions
DEAR 952.204-70	Classification / Declassification (Sep 1997)	Applies when work involves or may involve access to classified information.
DEAR 952.247-70	Foreign Travel (June 2010)	Applies if foreign travel may be required in order to perform subcontract work. If applicable, authorization is required from DOE prior to traveling.
DEAR 970.5204-1	Counterintelligence (Dec 2000)	Applies when DEAR 952.204-2 Security and DEAR 952.204-70 Classification / Declassification are applicable.
DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	Applies to subcontracts with sites (LANL) controlled by DOE which are operated under the authority of the Atomic Energy Act of 1954.
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	Applies when Subcontractor has routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

2.2 DOE Directives Incorporated by Reference

When requested by CONTRACTOR, SUBCONTRACTOR shall provide such information, assistance and support as necessary to ensure CONTRACTOR'S compliance with the following DOE/NNSA Directives, as applicable to the scope of work. SUBCONTRACTOR 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 subcontract. A referenced Directive does not become effective or operative under this subcontract 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/> Applicable NNSA NAP documents may be provided to SUBCONTRACTOR by the Contract Administrator / Procurement Specialist (CA/PS) upon request.

Clause Number	Title	Instructions
DOE O 142.2A, Admin Chg 1, Attach. 2 CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Applies to contracts which involve activities potentially subject to application of safeguards by the International Atomic Energy Agency (IAEA)
DOE M 142.2-1, Admin Chg 1 (MinChg) Attach. 1 CRD	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the IAEA.	Applies if contract involves activities associated with the IAEA Safeguards Agreement.
DOE O 142.3A, Chg 1 (MinChg), Attach. 1 CRD	Unclassified Foreign Visits and Assignment	Applies if contract involves foreign national access to DOE-owned or leased sites/facilities. Applies if contract involves any foreign national access to DOE information or technologies that are not releasable to the public.
DOE O 206.1 Attach. 1 CRD	Department of Energy Privacy Program	Applies if contract includes activities that may include collecting, processing, storing, maintaining or accessing LANL PII information or data.
DOE O 452.4C Attach. 1 CRD	Security and Control of Nuclear Explosives and Nuclear Weapons	Applies if contract includes work in support of the Nuclear Explosive and Weapon Security and Control Program.
DOE O 452.8 Attach. 1 CRD	Control of Nuclear Weapon Data	Applies if contract work requires workers to hold a clearance and have a need to know to perform in authorized government function.
DOE O 457.1A Attach. 2 CRD	Nuclear Counterterrorism	Applies if contract involves or could potentially involve accessing or generating nuclear weapon design information.
DOE O 460.2A Attach. 2 CRD	Departmental Materials Transportation & Packaging Management	Applies if contract involves transportation and packaging of hazardous or nonhazardous material.
DOE M 460.2-1A Attach. 1 CRD	Radioactive Material Transportation Practices Manual	Applies if contract involves transportation and packaging of radioactive material or radioactive waste.
DOE O 461.1C Chg 1 (MinChg) Attach. 1 CRD	Packaging and Transfer for Offsite Shipment of Materials of National Security Interest	Applies if contract includes packaging and shipment off-site of materials of national security interest.
DOE M 470.4B Chg 2 (MinChg) Attach. 1 CRD	Safeguards and Security Program	Applies when contract requires security training and/or requires a FOCI determination for access authorizations (clearances).
DOE O 470.5 Attach. 1 CRD	Insider Threat Program	Applies when contract includes activities that involve cleared workers, classified information or matter, Special Nuclear Material, nuclear weapons or parts, or when DEAR 952.204-2 is applicable.
DOE O 471.1B Attach. 1 CRD	Identification and Protection of Unclassified Controlled Nuclear Information	Applies to work activities that may generate, possess, or have access to information or matter containing UCNI.

Clause Number	Title	Instructions
DOE O 471.3, Admin Chg 1, Attach. 1 CRD	Identifying Official Use Only Information	Applies if contract involves activities where Official Use Only (OUO) information and documents will be handled, used or generated.
DOE M 471.3-1, Admin Chg 1, Attach. 1 CRD	Manual for Identifying and Protecting Official Use Only Information	Applies if contract involves activities where Official Use Only (OUO) information and documents will be handled, used or generated.
DOE O 471.6 Chg 3, Attach. 1 CRD	Information Security	Applies if contract includes access to unclassified or classified information and matter controlled by statutes, regulation or NNSA policies.
DOE O 472.2 Chg 1 (PgChg), Attach. 2 CRD	Personnel Security	Applies if contract work requires employees to hold a clearance and/or when official duties require access to classified information or matter, or special nuclear material or data.
DOE O 473.3A, Chg1 (MinChg) Attach. 1 CRD	Protection Program Operations	Applies if contract includes responsibilities for operating, administering, and/or protecting DOE & NNSA safeguards and security interests.
DOE M 474.2 Chg 4 (PgChg), Attach. 1 CRD	Nuclear Material Control and Accountability	Applies if contract includes access to nuclear or special nuclear material or data.
DOE O 475.1 Attach. 2 CRD	Counterintelligence Program	Applies if contract work involves access to or use of DOE facilities, technology, personnel, unclassified sensitive information and classified matter.
DOE O 475.2B Attach. 1 CRD	Identifying Classified Information	Applies if contract work includes access to classified information, documents, or material.
DOE O 550.1, Attach. 1 CRD	Official Travel	Applies if contract work involves or could potentially involve official travel.
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Applies if contract work requires access, receipt, storage, processing and/or handling of Foreign Intelligence Information.
NAP 476.1, Admin Chg 1, Attach 1 CRD	Atomic Energy Act Control of Import and Export Activities	Applies if contract involves or could potentially involve CONTRACTOR Tier 2 specifications that reveal a specific nuclear weapon function or nuclear weapon tests and explosions.

2.3 Goal of Zero Security Incidents

SUBCONTRACTOR and any lower-tier subcontractors shall strive to eliminate all security events, incidents, and adverse impacts to national security.

2.4 Cloud Computing Services

If SUBCONTRACTOR anticipates using cloud computing services in the performance of this subcontract, additional security requirements for using those services shall apply as outlined in the "Exhibit G Cyber Security", which is a separate document.

G3.0 General Security (Mar 2020)

3.1 Work site, Security Area, Badge and Data Information

WORK SITE / TA:	
	DOE owned/leased (LANL) or CONTRACTOR owned/leased facility or property
	Subcontractor owned/leased and DOE Owned / Leased (LANL) facility or property
	Subcontractor owned/leased only

TYPE / CATEGORY	
	Subcontract
	Subcontract Master Task Order
	Subcontract Release
	Purchase Order (will not become a Subcontract)

ON-SITE WORK AREA DESIGNATION	
	General Access Area / Publically Accessible (GAA)
	Property Protection Area (PPA)
	Limited Area (LA)
	Protection Area (PA)
	Material Access Area (MAA)
	SCIF, SAPF, certified Vault or Vault Type Room (VTR)

BADGE TYPE / CLEARANCE LEVEL	
	LANL Generic Uncleared US Visitor badge
	LANL Generic Uncleared US Visitor Escort Required badge
	LANL Uncleared Site-specific badge
	LANL Uncleared Foreign National badge
	LANL Cleared Foreign National badge
	Uncleared DOE badge
	L-Cleared DOE badge
	Q-Cleared DOE badge
	HRP

DATA CLASSIFICATION	
	Classified
	UCNI
	Controlled Unclassified (OUO, CPI, PII, ECI, AT, NNPI, RSI)
	Unclassified / sensitive
	Unclassified / Public Release

OPSEC PLAN	
	Required
	Not Required

3.2 Integrated Safeguards and Security Management (ISSM)

ISSM uses a five-step process to perform work securely. ISSM provides a framework to support each worker in fulfilling their security responsibilities. The following five-step process defines a systematic approach to actions taken before, during, and after work is performed. SUBCONTRACTOR shall ensure that the ISSM five-step process (or an equivalent process) is followed by all Subcontract Workers.

- (1) Define the Scope of Work.
- (2) Analyze the Security Risk.
- (3) Develop and Implement Security Controls.
- (4) Perform Work within Security Controls.
- (5) Ensure Performance.

3.3 Safeguards, Security and Counterintelligence Awareness

3.3.1 Operations Security (OPSEC) Plan

SUBCONTRACTOR shall develop (with assistance from CONTRACTOR), implement and sustain a DOE OPSEC Plan using the template provided by the Contract Administrator / Procurement Specialist. SUBCONTRACTOR'S OPSEC Plan shall be approved by CONTRACTOR before work may begin at or for LANL. A link to the OPSEC Plan template is <http://www.lanl.gov/resources/exhibit-g.php>

3.3.2 Subcontract Workers shall report all of the following situations to the Office of Counterintelligence and inform the RLM or STR/AdSTR and CA / PS.

- Professional contacts and relationships with sensitive country foreign nationals, whether they occur at one's worksite or abroad.
- All unofficial travel to any DOE sensitive country at least 30 days before departure. (Form 1743)
- All official travel to any DOE sensitive country at least 30 days before departure. Coordinate with LANL host to fill out the necessary paperwork.
- 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 DOE sensitive country foreign nationals or foreign nationals; includes US and non-US citizens)

3.3.3 SUBCONTRACTOR shall be alert to and report any of the following to the RLM and STR/AdSTR:

- 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 SUBCONTRACTOR shall ensure that all Subcontract 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 training matrix below identifies security training Subcontract workers may be required to complete before beginning work at or for LANL. An "X" before the name of the course indicates that such training is required under this subcontract.

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

A link to available web-based training can be found at <https://extrain.lanl.gov/>

Required Course	Course Title - Required For	Frequency	Estimated Time to Complete Training
General Security			
	General Employee Training (GET) - New Hires / Live or web	Once	8 hrs.
	Incident Reporting and Protective Actions – All / web	12 months	10 min.
	Facility Security Officer Orientation – for a FOCI Determination / web	Once	2 hrs.
	Annual Security Refresher (ASR) – L & Q-cleared Workers / web	12 months	1 hr.
	Comprehensive Security Briefing - L & Q-cleared Workers / web	Once	2 hrs.
	Export Control Fundamentals – Based on SOW / web	12 months	30 min.
	Substance Abuse Awareness – All / web	Once	30 min.
	Beryllium General Overview – All / web	24 months	30 min.
	Workplace Violence Awareness – All / web	Once	15 min.
	DOE Insider Threat Awareness – L & Q-cleared workers / web	12 months	30 min.
Information Security			
	Protecting UCNI – workers with access to UCNI / web	Once	1 hr.
Classified Matter Protection And Control			
	Classified Parts Procedures Self-Study - Classified Parts Custodians/ web	Once	30 min.
	CMPC for Custodians - Classified Matter Custodians (CMCs) & Classified Library Custodians (CLCs) / live	Once	2 days - 16 hrs.
	Classified Matter Protection - Classified Matter Users / web	Once	2 hrs.
	CMPC User Refresher - Classified Matter Users / web	24 months	1 hr.
Cyber Information Security			
	Initial Information Security Briefing – All computer Users / web	Once	1 hr.
	Annual Information Security Refresher – all computer users / web	12 months	30 min.
Human Reliability Program			
	HRP for Managers - Supervisors / web	12 months	30 min.
	HRP Training for HRP Workers - workers / web	12 months	20 min.
Protecting Classified & Sensitive Information			
	DC Orientation Phase 1 - Derivative Classifiers (DCs) / web	Once	1 hr.
	DC Phase II - DCs / live	Once	4 hrs.
	Authorized DC Recertification - DCs / live	36 months	2 hr.
	Protecting UCNI - Users of Unclassified Controlled Nuclear Information (UCNI) / web	Once	1 hr.
Nuclear Material Control And Accountability			
	LANMAS & LAMCAS User - workers doing LANMAS data entry / live	Once	8 hrs.
	MBA Custodian - MBA Custodians / live	Once	2 hrs.
	NM Custodian Refresher - MBA Custodians / web	12 months	2 hrs.
	NM Handler Awareness - NM Handlers / web	24 months	4 hrs.
	NM Physical Inventory - MBA Custodians / web	12 months	1.5 hrs.
	Tamper Indicating Devices (TID) – TID Custodian / Users / live	Once	8 hrs.
	TID Requalification - TID Custodian/Users / web	24 months	3 hrs.
Physical Security			
	Escort Responsibilities - Escorts & Vault or Vault Type Room Users, Custodians / web	12 months	30 min.
	Lock & Key Procedure - Key Core Custodians / Alternates / web	12 months	1 hr.
	The Outsider - Vault or Vault Type Room Users (AIS Escorts) / web	Once	1 hr.
	Vault or Vault Type Room Custodian - Vault or Vault Type Room Custodians / web	12 months	10 min.
	Vault or Vault Type Room User - Vault or Vault Type Room Users / web	12 months	10 min.
Self-Assessments			
	S&S Self-Assessment Training - Security Subject Matter Experts / web	Once	1 hr.
Site-Specific Training			

Required Course	Course Title - Required For	Frequency	Estimated Time to Complete Training

3.5 Security Stop Work

When any Subcontract worker observes a security related hazard or unmitigated risk, the worker has the authority and responsibility to inform any worker engaged in that work 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), ECI, UCNI, classified matter, computer systems, nuclear materials, secure communications, personnel security occurring on-site or off-site; and physical security occurring on LANL property, Laboratory-leased property or SUBCONTRACTOR-owned property. Subcontract workers shall comply with the following requirements.

3.6.1 *Immediately* upon discovery of a potential and/or reasonably suspected incident of security concern, report such concern to the Security Incident Team (SIT) (505-665-3505) or a SPL / DSO; and inform the RLM, and STR/AdSTR. 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* upon discovery to the SIT or SPL / DSO. A potential compromise of PII is considered a serious information security incident because of the possibility of significant adverse consequences to the individual 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 SUBCONTRACTOR to the SIT or SPL / DSO, and then notify the appropriate ISSO or OCSR, RLM and STR/AdSTR.

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 or SPL / DSO, then inform the assigned OCSR, RLM and STR/AdSTR.

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 or SPL / DSO.

3.6.2 Contact Requirements Outside of Normal Business Hours

For all incidents contact the Security duty officer through the Protective Force at 505-665-7708, *immediately* after discovery of a potential incident of security concern. The Security on-call duty officer may ask to meet with the SUBCONTRACTOR in person so that SUBCONTRACTOR may report such known or potential incidents of security concern, if secure communications are not available.

3.7 Workplace Violence

LANL maintains a work environment that is free from violent behavior and threats of violence. Violent behavior and threats of violence are unacceptable conduct and are prohibited. Any subcontract worker who participates in workplace violence will be barred from the LANL worksite and their employer shall be notified. Workplace violence is behavior that involves:

- hostile or aggressive physical contact with another person;
- a statement or body gesture that threatens harm to another person; or

- a course of conduct that would cause a reasonable person to believe that they are under threat of harm.

G4.0 Physical Security (Mar 2020)

4.1 Prohibited Articles

Prohibited Articles are those items never permitted on DOE property (e.g. LANL), which includes leased facilities and parking lots. SUBCONTRACTOR shall ensure that prohibited articles are not brought on to DOE property. Introducing an unauthorized prohibited article onto DOE property is a reportable security incident that may result in legal action. 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; includes pocket, hunting or other sharp knives with blades longer than 2.5 inches;
- Non-government-owned firearms;
- Alcoholic beverages, including unopened bottles or cans;
- Controlled substances such as illegal drugs and associated paraphernalia, including medical marijuana, but not other prescription medicine; and
- Items prohibited by local, state or federal law;
- Pepper spray and/or mace;
- Privately owned Unmanned Aerial Vehicles (UAVs), drones, unmanned aircraft systems and remotely piloted aircrafts, etc; and
- Other items that may pose a safety, security or environmental hazard; as determined by LANL security professionals.

4.2 Escorting

In addition to any facility-specific escorting requirements, SUBCONTRACTOR shall ensure that all LANL escorting requirements listed below are complied with while in a Security Area (including Property Protection Areas) whether escorting individuals or being escorted by another individual.

An Activity Security Plan (ASP) shall be developed by the LANL host when escorting in PPAs will occur outside normal operating hours. SUBCONTRACTOR shall comply with all ASP requirements.

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

4.2.2 An Uncleared US citizen Subcontract worker 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 Subcontractor workers 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;
- A LANL Generic Uncleared US Citizen Visitor Badge or;
- A LANL Generic Uncleared US Citizen ESCORT REQUIRED Visitor Badge.

4.2.5 Subcontract Workers who are being escorted shall:

- Provide a valid photo ID;
- State their country of citizenship for their escort before entering a security area;
- Log in, pursuant to the manner required by the LANL owning / tenant organization, before entering a security area or a PPA controlled by an electronic badge reader;
- Physically remain with his or her escort upon entry, during the visit and upon exit of a security area.
- Comply with all requirements outlined by the escort;
- Display a valid badge at all times.

4.2.6 Subcontract 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 DOE badge and clearance level for the Security Area being accessed;
- Ensure the Worker being escorted has a valid photo ID prior to issuing any badge;
- Ensure each Worker being escorted is a US citizen through their statement of such status;
- Provide Worker 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 Worker displays their assigned badge whenever in a Security Area;
- Review prohibited and controlled article restrictions with each Worker prior to escorting such Worker;
- Protect classified and unclassified controlled matter, information or discussions from unauthorized access by a Worker;
- Log in each Worker by whatever method is provided at the facility being accessed;
- Notify area occupants of the presence of an Uncleared Worker;
- Maintain control of each Worker at all times;
- Implement any facility-specific escorting requirements as required;
- Immediately notify the Requester/RLM and STR/AdSTR of any incident of security concern;
- Escort each Worker safely to the organization’s designated muster area in the case of an emergency evacuation.

4.2.7 An escort shall not escort more than five (5) individuals at any one time, unless otherwise approved by CONTRACTOR in writing; by means of an approved Security Plan.

4.2.8 In cases where an individual without proper security clearance is discovered unescorted in a Security Area, SUBCONTRACTOR workers shall immediately place such individual under escort by an authorized escort and report the situation to the RLM and STR/AdSTR as soon as possible.

4.2.9 Escorting Vehicles

When vehicles are escorted through manned security posts, the escort may be in the same vehicle or a separate vehicle as the subcontract worker(s). The escort ratio for vehicles is 1:3. One escort vehicle to three escorted vehicles.

4.3 Security Areas

SUBCONTRACTOR shall comply with all requirements for designated Security Areas. In addition, SUBCONTRACTOR shall ensure that all Subcontract 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, inspections, controlled articles, prohibited articles, etc.);
- Immediately report physical security and access control discrepancies to the SIT and RLM. Inform the STR/AdSTR. (e.g. breaches of fences or walls or attempts to circumvent security barriers);

- Use a valid badge to enter 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 and the Canine Inspection Team during security inspections of vehicles, persons, and/or hand-carried items being brought into or out of a PPA or Security Area.
- Not remove or destroy any door cores or badge readers, unless the SOW in this Subcontract specifically indicates to do so;
- Not duplicate any keys issued;
- Store and protect all keys issued;
- Do not loan an assigned key to another worker without written authorization from the LANL Key Custodian;
- Return all issued keys to the responsible organization Key Custodian when no longer required and inform the RLM and STR/AdSTR of the same;
- *Immediately* report lost or stolen keys in person to the Key Custodian who issued the keys and inform the RLM and STR/AdSTR of the same;
- 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 in PPAs or Security Areas.

4.4 Acknowledgement / Control of Vehicles On-Site

- If requested, SUBCONTRACTOR shall submit to the STR/AdSTR or RLM the make, year and license number of all vehicles that will be used on site.
- Vehicles driven by unbadged drivers delivering construction materials or other supplies will be permitted to enter unsecured areas only if they are under escort by authorized DOE or LANL badged personnel.
- All non-government owned commercial vehicles and heavy duty vehicles (the equivalent of a Ford F350 or larger) will be screened by the Protective Force at the truck inspection station near the intersection of East Jemez Road and NM 4. 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 Enhanced Security Areas

Subcontract Workers authorized to enter a Sensitive Compartmented Information Facility (SCIF), a Special Access Program Facility (SAPF), a certified Vault or Vault Type Room (VTR), a Material Access Area (MAA), a Protected Area (PA), or Limited Area (LA) with Special Administrative Access Controls shall comply with all training and other security requirements as directed by the LANL host organization and identified in the training matrix. These areas have rigid physical security standards and robust access controls that shall be adhered to.

4.6 Security Fences and Barriers

- 4.6.1 SUBCONTRACTOR shall make arrangements through the RLM or STR/AdSTR 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 or STR/AdSTR 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 RLM or STR/AdSTR shall provide the CA appropriate documentation related to SUBCONTRACTOR compliance with this requirement.
- 4.6.2 At the end of each work day or sooner if required, SUBCONTRACTOR 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. The repairs shall be inspected / approved by the Physical Security Team or Deployed Security Officer at the end of the

work day to ensure the temporary openings are repaired / replaced properly.

- 4.6.3 SUBCONTRACTOR shall make arrangements through the RLM or STR/AdSTR 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.

4.7 Parking on LANL Premises

- 4.7.1 Subcontract Workers shall park vehicles in designated parking areas only; and shall obey all posted designations and park in a safe and courteous manner.
- 4.7.2 Failure to park in designated areas and to obey posted signage shall result in a parking violation. Vehicles that are abandoned or present a safety or security concern are subject to removal at the owner's expense.

G5.0 Personnel Security (Mar 2020)

5.1 Substance Abuse

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 applies to all who perform work at or for Los Alamos National Laboratory as a subcontract worker, guest scientist, visitor, student or other type of worker as it relates to ensuring a work environment that is free from unauthorized or illegal use, possession or distribution of alcohol or controlled substances.

Drugs currently used in CONTRACTOR'S pre-badge and random testing panel include marijuana, cocaine, opiates, heroine, phencyclidine and amphetamines. A detailed drug testing panel including cutoff concentrations can be found at http://www.lanl.gov/resources/_assets/docs/Exhibit-G/drug-testing-panel-2010.pdf

The use of medical marijuana is illegal under federal law and therefore is prohibited in accordance with these substance abuse requirements.

SUBCONTRACTOR shall ensure that Subcontract workers comply with all requirements of LANL's Substance Abuse Policy (SAP) which may be accessed electronically at <http://www.lanl.gov/resources/exhibit-g.php>.

For the purposes of this Exhibit, the term manager as used in the SAP means any or all of the following: STR/AdSTR, LANL manager or staff with oversight of this Subcontract, or on-site Subcontract personnel. Subcontractor workers found to be in violation of LANL's SAP may be restricted from working at the Laboratory.

SUBCONTRACTOR shall ensure that all lower-tier subcontractors meet the requirements of this section. Failure at any tier, of a SUBCONTRACTOR to comply with the requirements of this section, shall be grounds for the CONTRACTOR to bar the worker of a SUBCONTRACTOR at any tier from work on DOE/LANL property or on the subcontract.

5.1.1 Subcontract 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, STR/AdSTR and CA/PS immediately if cited, arrested or convicted of any drug or alcohol statute violation;
- Notify Personnel Security, the RLM, STR/AdSTR and CA/PS immediately if they are cited, arrested or convicted of any alcohol-related incident such as (e.g.) DUI, DWI, public intoxication, open container, minor in possession;
- Notify Personnel Security, the RLM, STR/AdSTR, and CA/PS immediately after any initiation of treatment for any drug or alcohol-related disorder (only required of workers with security clearances);
- Meet with Personnel Security or Occupational Medicine promptly when asked to perform a drug and/or alcohol test and fully cooperate with their instructions;
- Provide true and accurate records relating to their use of drugs and alcohol;
- Immediately report accidental ingestion of illegal drugs to Personnel Security, the RLM, and STR/AdSTR so the appropriate action can be taken.

5.1.2 Pre-badge Drug Testing

Subcontract workers who will obtain a standard (non-Visitor) badge such as a DOE Q, L, Un-cleared; Un-cleared Site-specific LANL; or Cleared/Un-cleared Foreign National badge, shall successfully pass a drug test no more than 60 days before obtaining a standard (non-Visitor) badge.

Subcontract workers who currently hold a standard badge but have not completed a pre-badge drug test, are required to complete the pre-badge drug test prior to working on a LANL subcontract for the first time.

Subcontract workers who currently hold a standard badge and transfer from one LANL subcontract to another without a break in service between subcontracts, are not required to complete a second pre-badge drug test.

Subcontract workers who hold a standard badge and experience a break in service for five (5) or more business days between LANL subcontracts are required to successfully pass a drug test no more than 60 days before re-obtaining a standard badge.

Subcontract workers shall not begin work on this subcontract until a pre-badge drug test is completed and passed, if applicable. The testing will be coordinated and paid for by SUBCONTRACTOR.

A drug testing laboratory used for any LANL 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: <https://www.samhsa.gov/workplace/resources/drug-testing/certified-lab-list>

SUBCONTRACTOR shall provide records of pre-badging drug screening to CONTRACTOR upon request.

5.1.3 Random Drug Testing

All Subcontract workers who are issued standard non-Visitor badges from the LANL Badge Office, which include Q, L or Un-cleared badges, are subject to random drug testing while on the LANL site.

Subcontract workers who are subject to random drug testing under another government testing program will not be included in LANL's random testing pool.

5.1.4 Reasonable Suspicion Drug and/or Alcohol Testing

5.1.4.1 When conducting reasonable suspicion testing, CONTRACTOR may test for any drug.

5.1.4.2 Drug and/or Alcohol testing will be required if:

- A Subcontract worker is reasonably suspected of being impaired by either drugs or alcohol.
- LANL Personnel Security, LANL Occupational Medicine or LANL manager or supervisor determines that there is reasonable suspicion that the subcontract worker may have violated this procedure.
- The subcontract worker is the subject of a drug-detection dog alert and/or possesses property that has caused a drug-detection dog alert.
- A LANL manager or supervisor observes worker behavior commonly associated with alcohol or substance abuse such as unexplained chronic tiredness, tardiness, absence patterns, odor of alcohol, slurred speech, unsteady gait, etc. The manager or supervisor shall discuss the observed behavior with the worker as appropriate and make a referral to LANL Occupational Medicine for an evaluation of the worker.

5.1.4.3 Drug and/or alcohol testing may be required if:

- An incident or accident results in a serious injury or had the potential for serious injury occurs at work.
- LANL Occupational Medicine determines that unannounced, periodic testing is medically appropriate as indicated within the context of *Fitness for Duty* or *Human Reliability Program* monitoring.

- It is related to security clearances or applications for security clearances.
- When conducting occurrence testing, CONTRACTOR may test for any drug.

5.1.5 Other Testing

Drug and/or alcohol testing shall be required if:

- A non-vehicular incident or accident occurs at work that results in a serious injury or had the potential for serious injury.
- A vehicle accident that results in or had the potential for injury while driving any government-owned vehicle (including motorized equipment) on or off Laboratory property; or while driving any private vehicle (including rental vehicles) within the boundaries of a Laboratory Technical Area (other than downtown Los Alamos). [Note: LANL Personnel Security will determine whether to require testing under these circumstances]
- It is necessary when related to security clearances or applications for security clearances.

5.1.6 Testing Conduct

CONTRACTOR'S Personnel Security organization has oversight of all drug and alcohol testing on-site at LANL for random, reasonable suspicion and other testing. All drug collections and alcohol testing are conducted in accordance with 49 CFR Part 40 and 10 CFR Part 707. All testing (except pre-badge drug testing) will be conducted and paid for by the CONTRACTOR.

5.1.7 Confirmed Positive Drug and/or Alcohol Test

The Requester or STR/AdSTR and LANL manager shall take the following actions if a Subcontract worker has a confirmed positive drug test:

- Immediately stop the worker from performing any additional work on site;
- Immediately notify Subcontract 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 when a drug test is confirmed positive;
- Ask the worker to call a relative or friend to take him/her home when an alcohol test is confirmed positive;
- Confiscate the worker's badge and return it to Personnel Security;
- Consult with LANL Occupational Medicine to determine whether the worker should have a medical evaluation prior to driving;
- If alcohol related, instruct worker to report to LANL Occupational Medicine 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 subcontract worker's assignment.

5.1.8 Failure to Show or Refusal of Drug and/or Alcohol Test

- If a Subcontract worker fails to show up for a test after being contacted, such failure shall be treated in the same manner as a confirmed positive.
- If a Subcontract worker refuses to be tested, such refusal shall be reported and treated as a confirmed positive.
- Failure to cooperate and submit to a drug/alcohol test shall be grounds for the CONTRACTOR to bar the worker from the LANL site and work on the subcontract.

5.1.9 Drug Detection Dogs may be used:

- On all Laboratory property (DOE-owned, leased or rented property for LANL) including, but not limited to parking lots.
- In and around worker's privately-owned vehicles parked on Laboratory property.
- In and around work areas.

- In and around desks, lockers and other containers assigned to workers.
- 5.1.9.1 If illegal drugs are found on a Subcontract worker's person by using drug-detection dogs, the Requester or STR/AdSTR and LANL manager shall take action as outlined in Subsection 5.1.6.
- 5.1.9.2 If illegal drugs are not found, but the drug-detection dogs alert to the scent of illegal drugs in private property owned by a worker or in a work area, desk, locker or other container assigned to a certain employee and no illegal drugs are actually found, the LANL Physical Security Team shall notify the subcontract worker's LANL manager of a drug-detection dog alert. Additional action may be taken if behavior is observed by the LANL manager that may pose an immediate threat to the health and safety of the worker or others or a potential threat to security.

5.1.10 Off-site Behavior

The unlawful manufacture, distribution, dispensing, possession, use, transfer or sale of controlled substances is prohibited regardless of whether this occurs at the workplace, on Laboratory business, or on an individual's private time or property. These and other violations of this substance abuse policy are considered connected to work with or at LANL and may result in the termination of a Subcontract worker's permission to work on DOE / LANL property or on the subcontract, regardless of whether or not the misconduct occurs during work hours or on Laboratory premises.

5.2 Badges

SUBCONTRACTOR shall ensure compliance with the badge requirements outlined in the following subsections. Any individual performing work under this subcontract shall obtain a DOE or LANL badge. (Subcontract workers, Guests and Affiliates)

All badges issued by the LANL Badge Office are accountable. SUBCONTRACTOR shall ensure that every badge issued under this subcontract is returned to the LANL Badge Office. SUBCONTRACTOR shall also timely report any lost or stolen badges to the LANL Badge Office. Failure to return DOE security and site-specific (LANL) badges will result in denial of future badging services to the badge holder.

5.2.1 General Badging Requirements

- 5.2.1.1 A Subcontract Worker who is submitted for a standard DOE-Cleared or Uncleared badge or a LANL-Only Site-specific badge shall provide Real ID approved proof of U.S. citizenship to the LANL Badge Office at the time of badging. The following applies regardless of the length of time that a Subcontract 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 or passport and an original of one of the following five secondary evidence documents:
- For a Subcontract 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 Subcontract worker claiming citizenship by naturalization, a Certificate of Naturalization showing the individual's name is required. (*Form N550 or N570*)
 - For a Subcontract 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; Consular 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 current US passport.

- 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 Subcontract Worker who is a US citizen, does not currently hold a DOE badge and meets applicable requirements, shall be issued a DOE Uncleared badge or LANL-Only Site-specific badge.
- 5.2.1.4 A Subcontract Worker who is either a Cleared or an Uncleared foreign national shall be badged in accordance with current DOE and LANL policies. The Subcontract 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
- A Subcontract worker shall obtain either a DOE or a LANL badge before performing any work at LANL.
 - A Subcontract worker shall present identification as required by the Badge Office before being issued a badge.
- 5.2.2.2 Official Visitor (US Citizen) Requirements
- An Official Visitor shall obtain a badge in accordance with this document;
 - An Official Visitor shall wear a badge issued by the LANL Badge Office whenever on Laboratory Property;
 - 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 shall receive a briefing that covers 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 Cleared Foreign National (Worker or Official Visitor) Requirements
- A cleared foreign national, in conjunction with his or her Laboratory Host, shall contact the LANL Personnel Security Office to receive a cleared foreign national badge.
- 5.2.2.4 Uncleared Foreign National (Worker or Official Visitor) Requirements
- An Uncleared foreign national, in conjunction with his or her Laboratory Host, shall contact the Foreign Visits & Assignment Team before performing work or other activities at LANL; and contact the LANL Personnel Security Office to receive an Uncleared foreign national badge.
- 5.2.3 Subcontract Workers shall:
- Complete training required by Personnel Security before receiving a badge (see Section 3.4.2 for training details);
 - Wear the badge, photo-side out, above the waist, on the front side of the body, at all times while on DOE-owned property (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, LANL host, or the Personnel Security Group;
 - Not allow other individuals to use their badge under any circumstances;
 - 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 or STR/AdSTR as appropriate) following termination of employment, badge expiration, end of assignment, or completion of a visit. Subcontract Workers are not permitted to retain badges for any reason.
- Failure to return DOE security and LANL site-specific badges will result in denial of future badging services to the badge holder.

5.2.4 Badge Expiration Dates

5.2.4.1 Badges may be issued for the term of the subcontract. However, a SUBCONTRACTOR shall only request a badge for the period of time in which a Subcontract Worker will be utilized on this subcontract.

5.2.4.2 SUBCONTRACTOR shall abide by the following end date requirements:

- When a Subcontract Worker is working multiple subcontracts all outside of Security Areas, the earliest end date among the subcontracts will be the badge end date.
- When a Subcontract Worker holds a clearance (i.e., access authorization) under multiple subcontracts, the badge end date is based on the subcontract that is designated as the “primary” subcontract.
- When a Subcontract Worker holding a clearance (i.e., access authorization) is performing work under multiple subcontracts held by a Subcontractor that has received a favorable FOCI determination, the earliest end-date among those subcontracts is used. A new badge will need to be requested if there is any work to be performed that extends beyond the earliest end-date within a Security Area.

5.2.4.3 If a subcontract is going to be extended, SUBCONTRACTOR shall renew a Subcontract Worker’s badge within 30 days prior to its expiration.

5.2.5 Lost or Stolen Badge(s)

5.2.5.1 Lost or stolen badges shall be reported to the LANL Badge Office within 24 hours or the next business day after discovery of the loss, whichever is soonest. The RLM or STR/AdSTR 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 5.2.5.1, if a badge is stolen, the individual badge holder shall report the theft to the Security Incident Team (SIT) and inform the STR/AdSTR or CA/PS by the next business day of discovery of the loss.

5.3 Clearances (i.e., access authorizations)

SUBCONTRACTOR 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 “L” and “Q” work and for complying with other security regulations and procedures shall not be considered cause for an extension of time for performance of the subcontract work or for extra payments under the subcontract. However, the cost of processing DOE “Q” or “L” access authorizations will be borne by the Government.

5.3.1 Requesting an Initial Clearance

SUBCONTRACTOR shall ensure that Subcontract 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;

- Have had a complete a background investigation and testing for illegal drugs;
- Verify the Subcontract Worker's record is active in the system, correct and complete through the RLM or STR/AdSTR, including employer and subcontract 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

SUBCONTRACTOR shall ensure that subcontract workers holding a cleared DOE-standard badge, report any of the following events to Clearance Processing, the RLM and STR/AdSTR 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 \$300 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;
- Any use of an illegal drug, or use of a legal drug in a manner that deviates from approved medical direction;
- 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;
- Any matters of potential counter-intelligence interest, including but not limited to approaches by individuals 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;
- Termination of employment - also notify the RLM and STR/AdSTR;
- When the clearance holder or applicant is transferred from one company subcontract to another company's subcontract with LANL;
- Change in duties resulting in a clearance no longer being 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 subcontractor.

5.3.3 Security Termination Requirements for Departing Subcontract Workers

Cleared Subcontract workers who are terminating work under a LANL Subcontract at the Laboratory for any reason shall meet all the federal and local requirements for departing workers.

Subcontract workers shall 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 Subcontract workers include the following:

- **Termination Briefing** - the Subcontract worker shall attend a termination briefing conducted by LANL Personnel Security or SUBCONTRACTOR management; and submit a completed *Safeguards and Security Clearance Termination Briefing Form* to Personnel Security.
- **Security Termination Statement** - the Subcontract worker shall sign and submit a *Security Termination Statement* (DOE Form 5631.29) to LANL Personnel Security.
- **Surrender DOE Access Credentials** - the Subcontract Worker shall surrender his or her security badge to the LANL Badge Office, while coordinating with the RLM and STR/AdSTR.

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
Subcontract Worker's employment terminated	Individual Subcontract Worker	Subcontract Worker's badge, whether Cleared or Uncleared, including expired
Subcontract Worker transferred from subcontract	Individual Subcontract Worker	Subcontract Worker's badge, whether Cleared or Uncleared, including expired
Clearance no longer required	All Subcontract Workers	All Cleared "L" or "Q" badges, including expired
Subcontractor's FOCI approval withdrawn or terminated	All Subcontract Workers	All Cleared "L" or "Q" badges, including expired
Subcontract completed or terminated	All Subcontract Workers	All badges, whether Cleared or Uncleared, including expired

- SUBCONTRACTOR shall ensure that any Subcontract Worker who holds a clearance and is no longer working on this subcontract, follows the security clearance termination process outlined above.
- SUBCONTRACTOR shall notify Personnel Security, the RLM, STR/AdSTR 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

SUBCONTRACTOR shall ensure that a Subcontract 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 Foreign Ownership, Control or Influence (FOCI)

FOCI determinations are required for a SUBCONTRACTOR, its owners, and lower-tier subcontractors, if a subcontract requires Q or L-cleared access authorizations. Before a Subcontract Worker may be Q or L-cleared, his/her company shall undergo a FOCI certification. A separate FOCI determination is required for a prime subcontractor and any lower-tier subcontractor.

SUBCONTRACTOR'S Key Management Personnel shall have an active clearance or a clearance request in process before a favorable FOCI determination can be returned. As a part of the FOCI determination process, SUBCONTRACTOR'S Facility Security Officer (FSO) and any additional workers with security responsibilities shall complete the self-study course indicated under Section 3.4.2.

SUBCONTRACTOR shall submit their FOCI packages / information online at this website: <https://foci.anl.gov/>. A favorable FOCI determination shall be rendered prior to LANL granting a

facility clearance requiring access authorizations. Questions related to FOCI should be addressed through the RLM or STR/AdSTR to the Personnel Security POC.

- 5.4.1 SUBCONTRACTOR shall ensure that the following notifications are immediately provided to the Personnel Security POC and the RLM or STR/AdSTR.
- Written notification of a change in the extent and nature of FOCI that affects the information in the FOCI determination;
 - Immediately provide written notification and supporting documentation relevant to changes that would affect the information in a subcontractor's or any tier parents' most recent DOE FOCI submission(s).
- 5.4.2 SUBCONTRACTOR shall complete and submit a new FOCI package at least every five years or at the request of CONTRACTOR, to the Personnel Security POC.
- 5.4.3 SUBCONTRACTOR shall certify annually to the Personnel Security POC and inform the RLM or STR/AdSTR and the CA/PS that:
- No significant changes have occurred in the extent and nature of FOCI that would affect the answers to the questions provided in it's FOCI representations;
 - No changes have occurred in the organization's ownership;
 - No changes have occurred in the organization's officers, directors, and executive personnel.
- 5.4.4 CONTRACTOR may terminate this subcontract for default if SUBCONTRACTOR either fails to meet obligations imposed by this section, or creates a FOCI situation in order to avoid performance or a termination for default. CONTRACTOR may terminate this subcontract for convenience if SUBCONTRACTOR becomes subject to FOCI and for reasons other than avoidance of performance of the subcontract, cannot, or chooses not to avoid or mitigate the FOCI problem.

5.5 Human Reliability Program

SUBCONTRACTOR shall comply with all requirements of the Human Reliability Program (HRP) if they have workers who take part in the program.

- 5.5.1 SUBCONTRACTOR shall ensure that Subcontract Workers who are HRP certified shall:
- Hold an active "Q" DOE security clearance;
 - Submit to testing for illegal drugs;
 - Submit to testing for alcohol abuse;
 - Submit to random polygraph examinations;
 - Complete medical and psychological evaluations which require a polygraph examination;
 - Complete Part 2 of the QNSP annually;
 - Complete initial and annual HRP training (see Section 3.4.2 for details)
- 5.5.2 SUBCONTRACTOR shall ensure that Subcontract Workers shall be enrolled in HRP if their work responsibilities involve:
- Access to Category I SNM or transportation or protection of Category I quantities of SNM;
 - Nuclear explosive duties or responsibility for working with, protecting, or transporting nuclear explosives, nuclear devices or selected components;
 - Access to information concerning vulnerabilities in protective systems when transporting nuclear explosives, nuclear devices, selected components or Category I quantities of SNM; or
 - The potential to significantly impact national security or cause unacceptable damage to national security.
- 5.5.3 Removal from HRP
- 5.5.3.1 A RLM who has a reasonable belief that an HRP-certified Subcontract Worker is not reliable, based on either a safety or security concern, shall immediately remove the Subcontract Worker from HRP duties pending a formal determination

of the individual's reliability.

5.5.3.2 Subcontract Workers may be placed on a temporary removal for a safety or security concern by a supervisor / manager, LANL oversight manager or the HRP management official.

A safety concern means any condition, practice, or violation that causes a substantial probability of physical harm, property loss, and/or environmental impact.

A security concern means the presence of information regarding an individual applying for or holding an HRP position that may be considered derogatory. Such information may include, but is not limited to:

- Observable phenomena, such as direct observation of the use or possession of illegal drugs or alcohol; detection of alcohol odor on the breath;
- The physical symptoms of being under the influence of drugs or alcohol;
- A pattern of abnormal conduct or erratic behavior;
- Indications of deceitful or delinquent behavior;
- Irresponsibility in performing assigned duties;
- Failure to comply with work directives, hostility or aggression toward fellow workers or authority;
- Uncontrolled anger, violation of safety or security procedures, repeated absenteeism; or
- Irresponsibility in performing assigned duties.

5.5.3.3 An HRP-certified individual who is removed completely or placed on temporary removal is prohibited from entering any Material Access Areas and shall immediately stop performing HRP duties.

5.6 Foreign Visits and Assignments

5.6.1 On-Site work

All foreign national Subcontract workers are required to obtain approval to work on a LANL subcontract off-site and/or on-site, from the LANL Foreign Visits and Assignments office PRIOR to their arrival at the Laboratory; or work begins off-site. This requirement includes any Laboratory business conducted at the LANL site and/or off-site.

Foreign national Subcontract Workers shall be issued a security badge before performing work at LANL. 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 and a US citizen.

5.6.2 Off-site work

Approval for a foreign national to work off-site on a LANL project is not required if all of the following conditions are met: 1) all work performed by a foreign national is conducted entirely off-site AND 2) the research results from this Subcontract are open, non-sensitive and can or will be published in open literature intended for public release. If either of the above criteria is not met, approval for a foreign national to work on a LANL project off-site must be obtained prior to commencing work on this Subcontract as outlined in Section 5.6.1.

G6.0 Information Security (Mar 2020)

Subcontract Workers shall not disclose LANL data collected, created, processed, transmitted, stored or disseminated by SUBCONTRACTOR in performance of this subcontract, unless each case of such disclosure is specifically approved by the LANL Data Owner and the CA/PS.

Subcontract Workers shall ensure LANL data utilized in the performance of this subcontract is not used for any other purpose that has not been specifically approved by the LANL Data Owner.

6.1 Official Use Only (OUO) and CONTRACTOR Proprietary (CPI) Information

OUO and CPI 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 to perform their jobs or other DOE-authorized activities. CPI includes any information relating to the business, operations and programs of LANL not generally known by persons not employed at LANL.

Personal Identifiable Information (PII) is a type of OUO. PII is any information collected or maintained by DOE or CONTRACTOR about an individual, including but not limited to education, medical history, financial transactions and employment history; and information that can be used to distinguish an individual's identity.

SUBCONTRACTOR shall protect OUO and CPI information from unauthorized dissemination (e.g. to persons who do not require the information to perform work under this subcontract) and shall follow all requirements for OUO and CPI documents specified below.

CONTRACTOR shall impose an administrative penalty under this subcontract if:

- OUO information from a document marked as containing OUO information is intentionally released to a person who does not need to know the information to perform their job
- A document marked as containing OUO information is intentionally or negligently release to a person who does not need to know the information to perform their job
- A document that is known to contain OUO information is intentionally not marked
- A document that is known to not contain OUO information is intentionally marked as containing such information

6.1.1 Access

No security clearance is required for access to OUO or CPI. Access to OUO and CPI information shall only be provided to those persons who have a need to know.

If OUO information is Export Control Information (ECI) access is restricted to US persons, defined as citizens and Lawful Permanent Residents. Access to ECI (including parts, tools, material and equipment fabricated from ECI specifications and drawings) by non-Permanent Resident Alien foreign nationals is prohibited.

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 and CPI information shall be stored in a locked room or locked receptacle (e.g. desk, file cabinet, safe). OUO and CPI information stored on a computer shall meet all LANL password, authentication, encryption, or file access control requirements to protect the files from unauthorized access.

6.1.3 Reproduction / Printing

All copies of LANL OUO and CPI (including 3-D print prototypes) must be protected, accessed, stored, marked, transmitted and destroyed in the same manner as the originals.

6.1.4 Transmitting

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

PII information that is disseminated over networks outside of LANL shall be encrypted with NIST-validated encryption software.

In the case of hard copies being sent outside of LANL - OUO or CPI 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 or CPI 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.

6.1.5 Destroying

Users are not required to destroy electronic media that contains OUO or CPI. However, disks should be overwritten using approved software before they are thrown away. Hard copy OUO or CPI documentation shall be destroyed by using an approved shredder (strips no more than ¼ inch wide).

6.1.6 Export Controlled Information Restrictions

The work to be performed under this subcontract includes LANL technical data; the export of which is restricted by the Arms Export Control Act (22 U.S.C. §2751, et seq.), the Atomic Energy Act of 1954, as amended (42 U.S.C. §2011) or the Export Administration Act of 1979, as amended (50 U.S.C. §2401, et seq.). Violations of these laws may result in severe administrative, civil, or criminal penalties. Further dissemination must be pre-approved by Los Alamos National Laboratory.

6.2 Unclassified Controlled Nuclear Information (UCNI)

UCNI is certain unclassified but sensitive government information where unauthorized dissemination is prohibited. UCNI is intended to be viewed only by those individuals with a need-to-know to perform their official duties or DOE-authorized activities. SUBCONTRACTOR 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. UCNI processed on non-Government owned computers shall have prior LANL OCIO written approval.

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 meet all LANL password, authentication, encryption or file access control requirements. UCNI stored on non-Government owned computers shall have prior LANL OCIO written approval.

6.2.3 Reproduction / Printing

Reproduced copies of documents or media that contain UCNI (including 3-D print prototypes) must be protected, accessed, stored, marked, transmitted and destroyed in the same manner as required for the originals.

6.2.4 Transmitting

Ensure that UCNI is marked correctly prior to transmitting it over any media. Only a qualified LANL Reviewing Official can identify and mark UCNI. Contact the LANL Classification Group through the RLM or STR/AdSTR for assistance.

When transmitting UCNI over telecommunication circuits (including telephone, fax, radio, e-mail or Internet) encryption algorithms that comply with all applicable Federal laws, regulations, and standards for the protection of UCNI shall be used.

Transmission of UCNI including voice, video telecommunications, or presentations over open phone lines is prohibited. A Secure Terminal Equipment (STE) line is required. All cellular devices, including LANL-issued smart phones such as Blackberries must be turned off completely when in proximity to UCNI discussions.

UCNI documents shall be transmitted using a fax machine that employs encryption. When transmitted via fax or e-mail outside LANL, UCNI shall be encrypted with NIST-validated encryption software. E-mails with UCNI attachments are considered transmittal documents and shall be marked and encrypted as such.

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®.

6.2.5 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 (cross-cut particles no larger than ¼ inch wide and 2 inches long). SUBCONTRACTOR shall coordinate with the LANL Classified Matter Protection & Control Team through the RLM or STR/AdSTR to properly destroy UCNI information.

6.2.6 Noncompliance Consequences

SUBCONTRACTOR'S failure to comply with the requirements pertaining to UCNI may result in the imposition of a civil and/or criminal penalty for each violation.

6.3 Classified Matter and Material

Disclosure of any classified information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information, may subject the SUBCONTRACTOR, its agents, employees or lower-tier subcontractors to criminal liability under the laws of the United States (i.e., Atomic Energy Act of 1954, as amended, 42 U.S.C 2001 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958).

6.3.1 General Responsibilities

6.3.1.1 SUBCONTRACTOR shall ensure compliance with all requirements for accessing, storing, generating, marking, reproducing, receiving, transmitting, and accounting for classified matter documents and materials.

6.3.1.2 SUBCONTRACTOR shall employ need-to-know controls, safeguard all classified information and protect against sabotage, espionage, loss or theft of the classified documents and material in SUBCONTRACTOR'S possession in connection with the performance of work under this subcontract.

6.3.1.3 Except as otherwise expressly provided in this subcontract, SUBCONTRACTOR shall, upon completion or termination of this subcontract, transmit to CONTRACTOR all classified matter in the possession of all Subcontract Workers.

6.3.2 Classified Matter Responsibilities

Subcontract Workers shall:

- Complete required CMPC training, before receiving access to classified matter;
- Protect classified matter from unauthorized physical, visual or aural access;
- Ensure classified matter in use shall be constantly attended by, or under the control of, a person possessing the proper access authorization and need-to-know.
- Conduct classified discussions and classified work only in Security Areas;
- Conduct classified discussions or classified work that involves Top Secret (TS) information only in a Security Area specifically approved for TS;
- Discuss, release, or transmit Classified Matter only to those individuals possessing the required clearance and need-to-know;
- Ensure that Classified Matter is attended or stored in an approved security container;
- Ensure when classified information is discussed, ensure that the classification level and category and any applicable caveats are stated before the discussion begins.
- Immediately report any issues concerning missing classified matter, emergency situations, controlling or transmitting classified matter to the SIT, DSO or SPL and LANL RLM.

6.3.3 Determining Need-to-Know

Any Subcontract 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
- 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	Excluded
Top Secret Restricted Data	Permitted	Excluded
Sigmas 14 & 15 granted by UCSC or alternate		

6.3.5 Training Requirements for Classified Matter Users

All Subcontract Workers who access, generate, handle, store or process classified matter shall take the following training: (See Section 3.4.2 for details)

Course Title	Frequency
Classified Matter Protection	Once
CMPC User Refresher Training	24 months

Specific training is required for any Subcontract worker who will be working with Sigma 14, 15 or 20 classified matter. These workers shall take the following training as it applies to their job duties within the scope of work: (See Section 3.4.2 for details)

Course Title	Frequency
Sigma 14 Awareness	12 months
Sigma 15 Awareness	12 months
Sigma 20 Awareness	12 months

6.3.6 Marking Classified Matter

Properly marking classified matter is complicated and situation specific. If a Subcontract Worker is going to be working with classified documents, the RLM or STR/AdSTR shall arrange for the Subcontract Worker to take the appropriate training in this area.

6.3.7 Storing Classified Matter

When storing Classified Matter, Subcontract Workers shall:

- Store classified matter that is not in use in an approved security container.
- Return all classified matter to the LANL RLM or other authorized personnel if a Subcontract Worker will be on leave for more than 90 days, no longer needs to use the classified matter, or terminates employment.
- Protect Classified Matter that is pending Derivative Classifier review at the highest potential or possible classification level and category.
- Ensure combinations on containers on LANL property are changed as required.
- Secure security containers before leaving such containers unattended.
- Perform end-of-day checks to ensure proper storage of Classified Matter.

6.3.8 Requirements for Storage of Classified Matter

6.3.8.1 Secret and Confidential matter shall be stored in: a locked GSA-approved safe within a Security Area; or in a certified Vault or Vault Type Room within a Security Area.

6.3.8.2 Top Secret (TS) matter shall be stored in: a locked GSA-approved safe in a Security Area with supplemental controls approved by the LANL Physical Security Team; or in a certified Vault or Vault Type Room approved for TS by the LANL Physical Security Team.

6.3.9 Receiving or Transmitting Classified Matter

6.3.9.1 Classified mail shall be delivered to a primary or alternate CMC at the designated classified mail stop with the inner envelope unopened. All incoming classified mail shall be examined for evidence of tampering, incorrect addressing, improper marking, improper transmission and incorrect packaging.

6.3.9.2 Prior to sending classified matter, Subcontract workers shall verify the intended recipient's clearance or access authorization, any required program or special access approvals, need-to-know for the matter being transmitted, and approved classified mail address. Workers shall ensure the classified matter is marked in accordance with LANL procedures.

6.3.10 Destroying Classified Matter

6.3.10.1 Subcontract Workers shall destroy unneeded (e.g. multiple copies) or obsolete classified matter and classified was as soon as practical. Classified matter covered by any current moratoriums or court orders shall not be destroyed. Record copies of documents, whether electronic or paper-based shall only be destroyed in accordance with established Laboratory records retention requirements and procedures.

6.3.10.2 Classified matter shall be destroyed using only approved destruction equipment located within a Limited Area or higher. Classified matter shall be destroyed beyond recognition to prevent reconstruction. Acceptable methods for destroying classified matter include shredding, pulping, melting, mutilation, chemical decomposition, or pulverizing.

6.3.11 Classified Scanning

6.3.11.1 SUBCONTRACTOR shall comply with enhanced security requirements for document scanning activities to prevent compromising classified information. Scanners include secure copiers connected to secure networks, secure copiers connected to secure desktop systems, secure scanners connected to automated information systems, and secure multi-function scanners.

6.3.11.2 System Accreditation

All classified equipment shall be accredited before processing classified information. The LANL Cyber Security Office shall approve the use of all non-government owned equipment prior to processing classified information.

6.3.11.3 Operator Training

Secure scanner operators shall complete all required training including:

- Annual Security Refresher Training
- Classified Matter Protection
- Computer Security Annual Refresher
- Classified Computer Security Briefing
- Sigma 15 training, if applicable
- Read Section 3.4 "Reproducing Classified Matter" and Attachment A "Rules of Use and Operating Instructions" in the Classified Matter Protection and Control Handbook, P204-2.

G7.0 Controlled Portable Electronic Devices / Wireless Technology (Mar 2020)

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

used. Microphone, camera, storage and transmit/wireless capabilities restrict where a device may be carried or used without additional approval or authorization.

7.1 Controlled Portable Electronic Devices (PEDs)

Controlled PEDs are easily portable, stand-alone devices that can store, read, write, record or transmit data or information. Certain controlled PEDs can read and/or write nonvolatile information and plug into a computer. They are not stand-alone devices like other types of controlled PEDs.

Controlled PEDs are not permitted in Security Areas without prior authorization. SUBCONTRACTOR shall ensure that controlled PEDs are not brought into a Security Area without prior written approval from the Cyber Information Security Office with concurrence by the RLM or STR/AdSTR. Additional LANL site-specific requirements may exist and shall be followed as appropriate.

Controlled PEDs include:

- Cell phones, smart phones, cordless phones, Blackberry devices, two-way pagers, two-way radios;
 - *Instant Messaging, including text messages shall not be used for discussion of, or creation of records for official LANL business.*
- Smart watch, fitness trackers with Bluetooth, USB or other connect/transmit capabilities;
- Recording equipment (audio, video, optical, or data);
- Copiers or scanners with hard drives;
- 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, including but not limited to: laptops, tablet computers, personal digital assistant (PDAs), palm-top computers, Blackberry devices, Notebooks, iPhones or iPads and watches;
- Portable electronic reading, web-browsing and data collection devices with WiFi or USB connectivity, including but not limited to: Kindles, iPads, Nextbook Tablets, Nook eReaders, Sony Digital Readers or iPods;
- Any device with a capability to connect to computers or use wireless communications;
- All types of Cameras - video, still, digital, film, tablet computers 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 STR/AdSTR, the RLM and the Physical Security Team prior to the use of such cameras. *(Form 1897PA)* A Subcontract worker using a non-government owned camera on Laboratory property shall possess a valid DOE/LANL badge.
- CD / DVD write drives
- External hard drives
- Flash memory (i.e. PC cards, SD memory cards)
- USB memory devices (i.e. thumb drives, memory sticks, jump drives)

7.2 Approvals Required Before Commencement of Work

7.2.1 Prior to the introduction of any controlled PEDs into a Limited Area or connected to a LANL-owned system, approval shall be obtained from the Cyber Information Security Office. The RLM or STR/AdSTR shall also be informed.

7.2.2 Prior to any wireless operation on wireless projects (unclassified or classified) approval shall be obtained from LANL's Cyber Information Security Office. The RLM or STR/AdSTR 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 Subcontract Worker from LANL and/or from working on this subcontract.

7.2.3 Subcontractors using wireless technology, including construction sites, need to obtain certification and approval from the Cyber Information Security Office prior to engaging wireless technology. A LANL "Wireless System Security Plan" may also be required.

7.3 Rules for Using Authorized Controlled PEDs in Security Areas

Authorized controlled PEDs with audio recording or data transmitting capabilities in Security Areas shall be turned off (for UCNI), batteries removed (for classified) or placed in an approved Radio Frequency container whenever:

- A classified or UCNI discussion or phone call is taking place within audible range;
- Classified or UCNI computer processing is taking place in the immediate area of the device;
- Classified or UCNI faxing is taking place within the immediate area of the device; and
- Classified or UCNI copying is taking place on a digital copier in the immediate area of the device.

It is the responsibility of subcontract workers to be cognizant of classified or UCNI activities that may be occurring in adjacent work areas. Workers shall confirm that no classified or UCNI activities area taking place in the immediate vicinity prior to using the authorized controlled article.

7.4 Wireless Device Requirements

7.4.1 The use of devices with wireless connectivity such as computing, cellular and printing devices with "Bluetooth" technology, or wireless networking protocol is prohibited anywhere at LANL, including all LANL property and leased space except for certain defined areas. Wireless devices cannot be connected to LANL computing assets or networks. Such capabilities shall be disabled unless the activity has been approved by the LANL Cyber Information 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.

7.4.2 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.

7.4.3 The use of wireless networking is not restricted in non-LANL occupied areas of LANL-leased properties such as Canyon Complex, White Rock Training Center, the Research Park and Central Park Square.

7.4.4 These wireless device requirements do not apply to the wireless computing capability used by Subcontractor delivery and shipping workers in the LANL receiving area outside of a building.

7.4.5 Active wireless devices that have prior approval to be in a PPA and/or Limited Area shall be labeled (company sticker, owner's name) to identify Subcontractor ownership.

7.5 LANL and Other Government-owned Wireless Devices

7.5.1 Government-owned cell or satellite phones shall be disabled when inside a Limited Area or higher Security Areas.

7.5.2 All LANL and government-issued cellular devices including smart phones such as Blackberries shall be turned off completely when in proximity to UCNI activity. Batteries must be removed when in proximity to classified activity.

7.5.3 Only LANL-issued Blackberry devices, applications and accessories may be carried in Limited Areas. No Blackberry devices are allowed in Vault Type Rooms, SCIFs or SAPFs.

7.5.4 Government-owned computing controlled articles (e.g. laptops, palmtop computers and PDAs) shall follow access control requirements such as username and password.

7.5.5 Government-owned computing controlled articles shall use anti-virus software to detect malicious activity where the capability exists.

7.5.6 Government-owned unclassified controlled articles are not permitted to connect to any LANL computer or network or store LANL sensitive data without approval from LANL management.

7.6 Non-government Owned Controlled PEDs

- 7.6.1 Non-government owned controlled PEDs are prohibited in Limited Areas and higher security areas.
- 7.6.2 All non-government owned cellular devices including smart phones such as Blackberries shall be turned off completely when in proximity to UCNI activity. Batteries must be removed when in proximity to classified activity.
- 7.6.3 Non-government owned controlled 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)*
- 7.6.4 Non-government owned controlled PEDs shall not store or process government controlled unclassified information; unless formal approval has been granted and full disc encryption is utilized.
- 7.6.5 When privately-owned vehicles are allowed to enter a Limited Area, controlled 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 Subcontract workers shall follow local controls.
- 7.7 Non-government Wireless Computing Devices
- 7.7.1 LANL management approval may be required before bringing a non-government computing device (e.g. laptop, Tablet computer, iPhones, iPad) into a Property Protection Area based on local security requirements. *(Form 1897)*
- 7.7.2 LANL Cyber Information Security Office approval is required if computing devices will be in a Security Area or connected to the LANL network. *(Form 1897)*
- 7.7.3 LANL management approval is required before connecting a non-government computing device to a LANL network. *(Form 1897)*
- 7.7.4 Non-government owned wireless computing devices shall be authorized prior to connecting to any LANL wireless computing resource.
- 7.8 Connecting to Presentation Systems and Using Equipment Remote Controls
- 7.8.1 Non-government owned controlled PEDs may be connected to stand-alone presentation equipment and stand-alone systems in PPAs provided:
- 7.8.1.1 The information system has virus detection software active, automatically scanning for malicious code and using the most current definition file and,
- 7.8.1.2 The information system shall not contain any sensitive information that the controlled article owner does not have authorization to access.
- 7.8.2 LANL prohibits Radio Frequency (RF) keyboards everywhere.
- 7.8.3 LANL allows RF and Infrared (IR) remote controls on unclassified presentation equipment (audio, video, etc.) in unclassified workspace without restrictions.
- 7.8.4 LANL does not allow RF and IR remote controls on classified computers.
- 7.8.5 IR and RF remote controls are permitted to control projectors.

G8.0 Contacts (Oct 2018)

Name	Telephone	Email
Security After-hours On-call Officer cell phone	505-699-4094	
Security After-hours On-call Duty Officer pager	505-949-0156	
Badge Office	505-667-6901	badge@lanl.gov
Chief Information Office (CIO)	505-606-2263	
Chief Information Office on-call pager	505-664-6282	
Classification Group	505-667-5011	
Classified Matter Protection & Control	505-665-1802	cmpe@lanl.gov
Clearance Processing	505-667-7253	clearance@lanl.gov
Counterintelligence Program	505-665-6090	ocihelp@lanl.gov
(Cyber) Information Security Help Desk	505-665-1795	cybersecurity@lanl.gov

Name	Telephone	Email
Emergency Management & Response	505-667-6211	
Export Control	505-665-2194	export@lanl.gov
Fire, Bomb Threat, etc.	911	
Foreign Ownership Control & Influence	505-665-1624	
Foreign Visits and Assignments	505-665-1572	foreignvisits@lanl.gov
Fraud, Waste and Abuse	505-665-6159	
Immigration Services	505-667-8650	
Info Security Operations Center (iSOC) Coordinator Pager	505-949-4762	
Lock Shop	505-667-4911	
Material Control & Accountability Group	505-667-5886	
Network Operations Center (NOC)	505-667-7423	noc@lanl.gov
Personnel Security	505-665-6565	
Physical Security Team	505-667-2510	
Protective Force	505-667-4437	
Protective Force After Hours Reporting (Central Alarm Station)	505-665-7708	
Protective Force After Hours Shift Commander	505-665-1279	
Safety Help Desk	505-665-7233	safety@lanl.gov
Security Help Desk	505-665-2002	security@lanl.gov
Security Incident Team (SIT)	505-665-3505	
Wireless Point of Contact		wirelesssecurity@lanl.gov

G9.0 Required Notifications (May 2015)

SUBCONTRACTOR shall notify the Requester, STR/AdSTR and the Contract Administrator /Procurement Specialist immediately, whenever a change in the scope of the work to be performed has been identified or requested. The Requester or STR/AdSTR shall then notify the appropriate security expert so that any security modifications can be made to the approved Exhibit G in response to the change in the scope of work.

G10.0 Additional Requirements (Mar 2017)

Attachment G1

EXHIBIT G PHYSICAL SECURITY SECURITY REQUIREMENTS

Vendor Name (if Applicable): *

P.R. No. *

Ex. G dated: *

REQUIRED REVIEWS AND APPROVALS

Reviewed By:

Name of DSO or SPL

Signature

Date

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.*

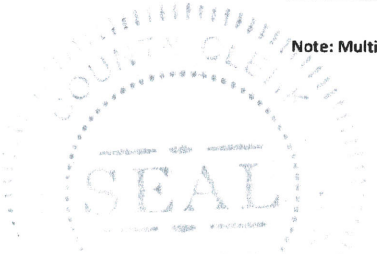
Water Meter Size	Service Charge Per Meter Per Month
1-1/4 inch and under	\$ 7.93
1-1/2-inch	25.12
2-inch	37.50
2 1/2-inch, 3-inch	74.00
4-inch	126.00
6-inch	266.00
8 inch	439.50

(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			
Monthly usage	<9,000 gal	9 - 15,000 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			
Monthly Usage	<9,000 gal	9 - 15,000 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.



DATE: 07/24/2020 Page: 1 of 2

CERTIFIED A TRUE AND CORRECT COPY OF: CODE ORDINANCES RECORDED ON: 07/08/2014

Document #: CO-02-242

Jean B. Maestas
 LOS ALAMOS COUNTY CLERK
 By *[Signature]* DEPUTY

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.

COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS


Geoff Rodgers
Council Chair



ATTEST: (SEAL)


Sharon Stover
Los Alamos County Clerk

DATE: 07/24/2020 Page: 2 of 2

CERTIFIED A TRUE AND CORRECT
COPY OF: CODE ORDINANCES
RECORDED ON: 07/08/2014

Document #: CO-02-242

LOS ALAMOS COUNTY CLERK

By Adrianna T Ortiz DEPUTY

Date: July 24, 2020

I hereby certify the attached document as a **true and correct copy of County Code Section 40-101**, on file in the Office of the Los Alamos County Clerk, 1000 Central, Suite 240, Los Alamos, NM, 87544.

COUNTY CLERK
Naomi D. Maestas

COUNTY CLERK STAFF
Adrianna Ortiz
Chief Deputy Clerk

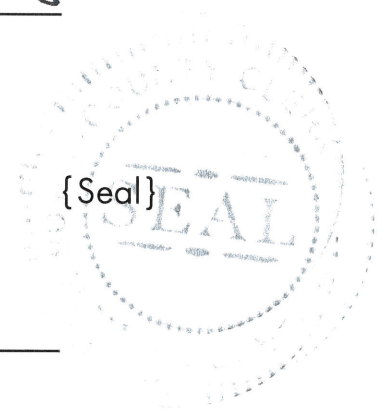
Gloria Maestas
Elections Manager

Francella M. Montoya
Senior Deputy Clerk

Victoria L. Martinez
Deputy Clerk

INCORPORATED COUNTY OF LOS ALAMOS,
STATE OF NEW MEXICO

By: 
Naomi D. Maestas, County Clerk



And By: 
Adrianna Ortiz, Chief Deputy Clerk

investments. Investments shall be made for maximum return consistent with safety of capital and shall be a public record.

(b) The board may join with the county council pursuant to section 20-404 of this Code in investing its funds with one or more investment management firms who shall advise the board with respect to the board's overall investment plan and pay reasonable compensation for such services from funds so invested. Such investments and the terms of any such investment management services contract shall be subject to the policies, procedures and requirements of article V, chapter 20 of this Code, as amended or renumbered from time to time.

(Ord. No. 85-20, § 1, 1985; Ord. No. 85-64, § 1, 1987; Code 1985, § 13.03.060)

Sec. 40-67. Expenditures and creation of obligations.

No money shall be disbursed, nor shall any obligation for expenditure of money be incurred, except as provided in the adopted budget. Obligations created against revenues of the department and payment of obligations therefrom shall not be valid unless created in accordance with the county's procurement code.

(Ord. No. 85-20, § 1, 1985; Code 1985, § 13.03.070; Ord. No. 02-302, § 3, 2-25-2020)

Sec. 40-68. Public information expenditures.

The board may authorize reasonable expenditures to acquaint board members, department personnel or the public with the operations, programs and plans of the department, to disseminate information concerning any aspect of utilities operations, developments or expansion, and to encourage conservation of commodities.

(Ord. No. 85-20, § 1, 1985; Code 1985, § 13.03.080)

Secs. 40-69—40-100. Reserved.

ARTICLE III. RATES AND CHARGES

DIVISION 1. GENERALLY

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.

DIVISION 2. ELECTRIC RATES

Sec. 40-121. Schedules.

(a) Residential rate service schedule 6-A is applicable only for normal domestic light and power use in individual residences, dwelling units, and individual apartments, where each unit is separately metered. All service shall be delivered through a single set of service wires at a single service location and measured by one meter.

(b) Small commercial (less than 50 kilowatts per month) rate service schedule 6-G is applicable for commercial lighting, small power and other commercial, business, professional and small industrial loads. All service shall be delivered through a single set of service wires at a single service location and measured by one meter. The customer's monthly demand shall be less than 50