

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0206	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	7. ADMINISTERED BY (If other than Item 6) NNSA Production OFC NA-NPO P.O. Box 2050 Oak Ridge TN 37830	CODE 05047
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONSOLIDATED NUCLEAR SECURITY , LLC Attn: Mike Vermeulen PO BOX 2009 OAK RIDGE TN 37830		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 078390708			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942
			10B. DATED (SEE ITEM 13) 01/08/2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Section 3610 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. No. 116-136)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change Clause H-15 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state (April 2020) of the Contract.

Payment:

Period of Performance: 07/01/2014 to 09/30/2021

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher M. Duran
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 08/07/2020

Previous edition unusable

1. PURPOSE

The purpose of this modification is to change Clause H-15 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state (April 2020) of the Contract.

2. CHANGES TO THE CONTRACT

SECTION H – SPECIAL CONTRACT REQUIREMENTS is hereby modified as follows:

Paragraph (c) of Clause H-15 in modification 0196 is moved to paragraph (d) and a new paragraph (c) is added as follows:

(c) Charging of paid leave costs made allowable by Section 3610

(1) Contractors shall treat leave paid in accordance with Section 3610 of the CARES Act in a manner that is consistent with how the individual would have charged had they been able to work, either on site or remotely, during the public health emergency.

(i) For employees whose time, or a portion of time, is charged to a direct program or activity, any leave paid pursuant to Section 3610 shall be direct charged to the program or activity that individual would have charged had they been able to work during the pandemic.

(ii) For employees whose time, or a portion of time, is charged to an indirect program or activity, any leave paid pursuant to Section 3610 shall be charged to the indirect account or activity that individual would have charged had they been able to work during the pandemic. The indirect charge shall be consistent with the indirect cost objective charged had the individual been able to work.

(2) Identification of costs can be performed by any reasonable method as long as the result provides a sufficient audit trail and is based on a causal/beneficial relationship pursuant to contract terms and the CARES Act.

Below is the revised H-15 clause in its entirety:

H-15 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state. (April 2020) is modified as follows:

(a) The Contractor may submit for reimbursement and the Government (without requiring consideration but precluding additional fee) will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for

COVID-19.

(2) The costs are incurred from March 27, 2020 through September 30, 2020.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) Charging of paid leave costs made allowable by Section 3610

(1) Contractors shall treat leave paid in accordance with Section 3610 of the CARES Act in a manner that is consistent with how the individual would have charged had they been able to work, either on site or remotely, during the public health emergency.

(i) For employees whose time, or portion of time, is charged to a direct program or activity, any leave paid pursuant to Section 3610 shall be direct charged to the program or activity that individual would have charged had they been able to work during the pandemic.

(ii) For employees whose time, or a portion of time, is charged to an indirect program or activity, any leave paid pursuant to Section 3610 shall be charged to the indirect account or activity that individual would have charged had they been able to work during the pandemic. The indirect charge shall be consistent with the indirect cost objective charged had the individual been able to work.

(2) Identification of costs can be performed by any reasonable method as long as the result provides a sufficient audit trail and is based on a causal/beneficial relationship pursuant to contract terms and the CARES Act.

(d) The Contractor must represent in any request for reimbursement--

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

(2) Its request reflects or will reflect as soon as known all applicable credits, including:

(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and

(ii) Applicable credits allowed under the CARES Act including applicable credits for loan guarantees. (End of Clause)