

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT D CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION SECURITY & DEFENSE, LLC Attn: Brandon Hill 777 W CHEROKEE ST CATOOSA OK 74015		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 830634445		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303718CEM000002
			10B. DATED (SEE ITEM 13) 02/13/2018

**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) FAR 52.212-4 (C) Changes

**E. IMPORTANT** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 830634445

The purpose of this modification is to provide revised guidance to 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.

(a) In any request for equitable adjustment to the price (for a fixed-price type contract) or to the hourly rates and materials cost (for a time-and-materials type contract) of this contract, the Contractor may propose and the Government (without requiring consideration but precluding additional profit) will treat--for the purpose of beginning negotiations--as allowable (if otherwise allowable per federal regulations) the incurred or estimated costs of paid leave (including sick

Continued ...

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) Rachel Heckel, Operations General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia C. Maroney	
15B. CONTRACTING OFFICER DocuSigned by: Rachel Heckel 4203BAA1A7904FE... person authorized to sign	15C. DATE SIGNED 12/30/2020	16B. UNITED STATES OF AMERICA SYLVIA MARONEY Digitally signed by SYLVIA MARONEY Date: 2020.12.31 12:16:17 -05'00' (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

## CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION SECURITY &amp; DEFENSE, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>leave) the Contractor or its subcontractors provide to keep employees in a ready state if--</p> <p>(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.</p> <p>(2) The costs were incurred or will be incurred from January 31, 2020 through March 31,2021.</p> <p>(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.</p> <p>(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 applicability of such benefits in seeking reimbursement under the contract.</p> <p>(c) The Contractor must represent in any request for reimbursement--</p> <p>(1) Either: it has not received, has not claimed, and will not claim any other reimbursement 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 or an estimate of it has been reflected in the request for equitable adjustment.</p> <p>(2) Its request reflects all applicable credits (estimated if necessary), including</p> <p>(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and</p> <p>(ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.</p> <p>Continued ...</p>				

## CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION SECURITY &amp; DEFENSE, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(d) The Government's treating--for the purpose of beginning negotiations--the costs as allowable, does not mean the Government--in determining the amount of the equitable adjustment is fair and reasonable--will agree to the Contactor's proposed adjustment to the price or to the hourly rates and materials costs.</p> <p>(End of clause)</p> <p>2. All other terms and conditions remain unchanged.</p> <p>Payment:  OR for Savannah River  U.S. Department of Energy  Oak Ridge Financial Service Center  P.O. Box 6017  Oak Ridge TN 37831</p> <p>Period of Performance: 02/15/2018 to 09/30/2022</p>				