

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE  NASA Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812			7. ADMINISTERED BY (If other than Item 6) CODE  NASA Marshall Space Flight Center Marshall Space Flight Center AL 35812				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
SPACE X			9B. DATED (SEE ITEM 11)	
1 ROCKET RD			10A. MODIFICATION OF CONTRACT/ORDER NO.	
HAWTHORNE CA 90250-6844		X	80MSFC20C0034	
CODE 3BVL8			10B. DATED (SEE ITEM 13)	
FACILITY CODE			05/13/2020	

**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 Continuation Sheet If Applicable

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.**

**IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

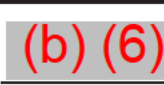
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Next Space Technologies for Exploration Partnerships -2 (NextSTEP-2) Broad Agency Announcement NNH16ZCQ001K
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

See Continuation Sheet If Applicable

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

15A. NAME AND TITLE OF SIGNER (Type or print)  (b) (6), Sr. Contracts Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tyler Cochran Contracting Officer	
15B.  (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 29 Apr 2021	16B. UNITED STATES OF AMERICA TYLER COCHRAN (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR **SPACEX**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of modification P00009 is to incorporate the following change to the contract:</p> <p>1) Issue a No Cost Extension (NCE) through August 9, 2021, without change to contract value or funding in response to Option A contract award protests presently in litigation.</p> <p>As a result of this change, the following sections are hereby updated as follows:</p> <p>Section B MSFC 52.216-90 is hereby updated to change the Base Contract period of performance from 12 months to August 9, 2021.</p> <p>MSFC 52.216-92 is hereby updated to change the period of performance end date of CLINs 0001 -0004 from 04/30/2021 to 08/09/2021.</p> <p>Note: The period of performance start date of CLINs 0005-0009 will be adjusted, as required, as part of Option A Modification execution at the selected CLIN prices as notified by NASA on April 16, 2021).</p> <p>Section F MSFC 52.211-94 is hereby updated to change the period of performance end date from 04/30/2021 to 08/09/2021.</p> <p>Section H NFS 1852.232-77 is hereby updated to change the fund through date from 04/30/2021 to 08/09/2021.</p> <p><b>STATEMENT OF RELEASE</b></p> <p>1. All four CLINs on the base period contract will have their period of performance extended through August 9, 2021;</p> <p>2. This contract modification will be at no cost to NASA (i.e., no contract value or funding increase);</p> <p>3. The contract's scope of performance (i.e., the amount of work and its qualitative nature) will remain unchanged;</p> <p>In consideration of the modification agreed to herein and described in nos. 1-3 above, and by its signature on this modification, the Contractor, for itself, its predecessors, successors, present and former directors, officers, employees, agents, representatives, sureties, assigns, vendors, suppliers, subcontractors, insurers, or other creditors of the Contractor,</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
80MSFC20C0034P00009

NAME OF OFFEROR OR CONTRACTOR **SPACEX**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>acknowledges and agrees that this period of performance extension through August 9, 2021, and all other contract changes related to this extension as described in nos. 1-3 above, shall be at no cost to the Government, and accordingly, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from any and all liabilities, obligations, claims, charges, and demands whatsoever in law or equity, actual or potential, known or unknown, directly or indirectly attributable to, related to, or otherwise arising in any way from this contract modification. The Contractor acknowledges that this release of claims applies whether or not any costs and impacts encompassed by this modification have been discussed by the Contractor with the Government, or for any reason reserved for future discussion with the Government, or have been made the basis for other assertions of claims or requests for equitable adjustment; whether or not such costs and impacts of said events are caused directly by, indirectly by, cumulatively by, or in consequence of nos. 1-3 above; and irrespective of whether the facts or circumstances giving rise to such equitable adjustments or other claims occurred, were known, or reasonably should have been known by the Contractor prior to or after the execution of this modification. Nothing within this modification shall negate, diminish, or otherwise modify the Government's rights as set forth under this contract. Acceptance of this modification by the Contractor constitutes an accord and satisfaction for any and all liabilities, obligations, claims, charges, and demands whatsoever in law or equity, actual or potential, known or unknown, directly or indirectly attributable to, related to, or otherwise arising in any way from this contract modification.</p> <p>Payment Terms: Net 30 days</p> <p>FOB: Destination</p>				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

**1852.216-78 FIRM FIXED PRICE (DEC 1988)**

The total firm fixed price of this contract is \$139,610,918.24

(End of clause)

**MSFC 52.216-90 IDIQ CONTRACT VALUE BY PERIOD OF PERFORMANCE (MAY 2017)**

The maximum potential not-to-exceed (NTE) value of this contract (including Options) is \$250,000,000. This contract provides for performance of Firm Fixed-Price indefinite-delivery indefinite- quantity (IDIQ) task/delivery orders. The NTE value shall not be exceeded without the prior written approval of the Contracting Officer.

The values for each period of performance are set forth below:

	<b>PERIOD OF PERFORMANCE</b>	<b>MINIMUM VALUE</b>	<b>MAXIMUM VALUE</b>
<b>Base Contract</b>	ATP - 08/09/2021	\$10,000	\$100,000,000
<b>Option A</b>	4 Years	\$10,000	\$150,000,000

NOTE: Any unused IDIQ value for any period will roll over to the subsequent period.

(End of clause)

**MSFC 52.216-91 SUPPLIES AND/OR SERVICES TO BE PROVIDED AND TYPE OF CONTRACT (JUN 2017)**

- (a) The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform and/or deliver the services in accordance with Attachment J-1, entitled “Statement of Work.”
- (b) This is a Firm Fixed-Price type contract with a Firm Fixed-Price IDIQ component.
- (c) Indefinite-Delivery, Indefinite-Quantity Work

In addition to the core mission requirements delineated in Attachment J-1, entitled “Statement of Work”, IDIQ effort may be required to perform HLS-related tasks such as special studies, analysis, and/or support tasks as initiated by written direction from the Contracting Officer. Content may include, but is not limited to: mission specific requirements, integration, evaluation of HLS use cases, extensibility studies of HLS technology, ground and flight

interface definition, HLS emulator definition/specifications, trade studies, and capability assessments. The Government may order IDIQ services at any time after contract start in accordance with the procedures set forth in NFS Clause 1852.216-80, "Task Ordering Procedures," Clause 52.216-18, "Ordering," and Clause 52.216-19, "Order Limitations," of this contract. In performing these services, the contractor shall provide all required necessary labor, materials, travel, and ODCs as delineated in the individual Task Order proposals based on the rates delineated in Attachment TBD, IDIQ Fully-Burdened Labor Rates.

(End of clause)

### MSFC 52.216-92 MATRIX OF CONTRACT LINE ITEMS (CLINs) (OCT 2017)

The current total contract value is as specified below. To separately track the components of the value, separate CLINs have been established as follows:

CLIN	DESCRIPTION	VALUE	OPTION STATUS
001	Base: 2024 HLS Design and Development – Period of Performance: ATP - 08/09/2021	(b) (4)	N/A
002	Base: 2026 HLS Design – Period of Performance: ATP - 08/09/2021	\$1	N/A
003	Base: IDIQ for 2024 Long Lead Items – Period of Performance: ATP - 08/09/2021	\$1	N/A
004	Base: IDIQ for Special Studies – Period of Performance: ATP - 08/09/2021	(b) (4)	N/A
005	Option A: 2024 HLS DDT&E and Demonstration Mission – Period of Performance: 03/01/2021 – 02/28/2025		Not Exercised
006	Option A: 2026 HLS Design – Period of Performance: 03/01/2021 – 02/28/2025	\$1	Not Exercised
007	Option A: IDIQ for 2026 Long Lead Items – Period of Performance: 03/01/2021 – 02/28/2025	\$1	Not Exercised
008	Option A: IDIQ Special Studies IDIQ – Period of Performance: 03/01/2021 – 02/28/2025	\$10,000	Not Exercised
009	Option A: Docking System – Period of Performance: 03/01/2021 – 02/28/2025	\$1	Not Exercised
<b>Total Value of Base and All Exercised Options</b>		<b>\$139,610,918.24</b>	

(End of provision)

### MSFC 52.227-91 DATA REQUIREMENTS (JUN 2017)

- (a) The contractor shall furnish all data identified and described in the data requirements list (DRL) of the data procurement document (DPD), which is attached to this contract. All expenses associated therewith are included in the estimated cost or firm fixed price of this contract or any associated task orders, if applicable.
- (b) The Government reserves the right to delay the delivery of any or all data requirements descriptions (DRDs) specified in the DRL and such right may be exercised at no increase to the estimated cost or firm fixed price of this contract or any associated task orders.
- (c) Nothing contained in this clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DPD, but required under another section of this contract.
- (d) To the extent that data required to be delivered under a DRD is also required to be delivered under another section of the contract, the requirements established by both the DRD and such other contract section shall apply. In the event of a conflict between the data requirements of the DPD and another contract section, the specific contract section will take precedence.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

**52.242-15 STOP-WORK ORDER (AUG 1989)**

**MSFC 52.211-94 PERIOD OF PERFORMANCE (MAY 2017)**

The period of performance for this contract is from ATP through 08/09/2021.

(End of clause)

**MSFC 52.237-91 PLACE OF PERFORMANCE (JUL 2018)**

The Contractor shall perform the work under this contract at the Contractor's facility, subcontractor facilities, and NASA Centers with current GTAs on file. Requests to work at other locations should be submitted to the Contracting Officer for written approval prior to commencing work.

(End of clause)

(i) Claims between the Contractor and its own Related Entities or between its Related Entities;

(ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health, or death of such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for damages resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or

(vi) Claims by the Government arising out of or relating to a contractor's failure to perform its obligations under this contract.

(d) *Waiver of claims between the Government and Contractor.*

(1) This clause provides for a reciprocal waiver of claims between the Government and the Contractor and their Related Entities as described in paragraph (c) above, except that the Government shall waive such claims only to the extent such claims exceed the maximum amount of the Contractor's insurance or financial capability as required under paragraph (e), below. This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in the contract or to rights and obligations arising from activities that are not within the scope of this contract.

(2) Pursuant to paragraph (c)(2), the Contractor shall extend this waiver of claims to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the Government and its Related Entities.

(e) *Insurance and financial capability requirements.*

(i) Throughout the performance of the contract, the Contractor shall maintain insurance, or demonstrate financial capability to compensate, for damage to U.S. Government property, except for:

(A) Damage to Orion on-orbit;

(B) Damage or loss resulting from the willful misconduct of the Government or its employees; or



(C) Damage to U.S. Government property that is otherwise covered pursuant to the insurance required for FAA licensing.

(ii) The insurance required by paragraph (e)(i) shall be in the amount of \$100 million, or a lesser amount that is the maximum amount available in the market at reasonable cost, subject to approval by the Contracting Officer. Financial capability, if authorized by the Contracting Officer, shall be in the amount of \$100 million.

(iii) Insurance policies shall name the United States Government as an additional insured party.

(iv) The Contractor shall provide evidence of the insurance or financial capability to the Contracting Officer upon request, and such insurance or financial capability is subject to Contracting Officer approval. Once approved by the Contracting Officer, the Contractor shall not modify or cancel the insurance policy without the prior, written approval of the Contracting Officer.

(v) In the event any losses or damages are covered by insurance, the Government may, at its discretion, request that insurance proceeds be applied directly to the repair or replacement of such damage or loss, rather than paid directly to the Government. The Government may request that all insurance proceeds be made payable directly to the party making the repairs or providing a replacement. Such repair or replacement shall be to the satisfaction of the Contracting Officer. If losses or damages exceed available insurance, the Government shall have the right to prioritize the application of insurance proceeds.

(f) *Exclusion for FAA-licensed activities.* If the Contractor is required to obtain a Federal Aviation Administration (FAA) license in accordance with 51 U.S.C. 50901 et seq., for any Launch Services or Reentry Services performed under this contract, this waiver of claims shall not be applicable to activities under this contract that are subject to the FAA license.

(g) *Basis for a claim or suit.* Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(End of clause)

**1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)**

(a) Of the total price of items 0001 through 0004, the sum of \$139,610,918.24 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

Date	Amount
TBD	\$2

**SCHEDULE FOR ALLOTMENT OF FUNDS**

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 08/09/2021.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3)(i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply