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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   43
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>	3. EFFECTIVE DATE <b>02/04/2020</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>NRO 14675 Lee Road Chantilly, VA 20151-1715</b>	CODE	7. ADMINISTERED BY (If other than Item 6) <b>See Block 6</b>	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>ROCKET LAB USA INC HUNTINGTON BEACH, CA 92647</b>		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NRO000-18-C-0089</b>
			10B. DATED (SEE ITEM 13) <b>09/24/2018</b>

**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 telegram 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 telegram or letter, provided each telegram or letter 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 Addenda**

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

- 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:
- D. OTHER (Specify type of modification and authority)  
FAR 43.103(b) Unilateral Modification

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

**See Page 2**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)	
		Contracting Officer (b)(3)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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**Block 14 Continuation**

(U) The purpose of this unilateral contract modification is to update the Government Points of Contact.

1. (U) As a result, the contract is modified as follows:

a. (U) **Clause No. 007, Government Points of Contact**, is updated by replacing the former Contracting Officer's Technical Representative (COTR) with  as the COTR of record. (b)(3)

b. (U) The total contract value remains unchanged at  (b)(3)  
(b)(4)

2. (U) This conformed copy of the contract supersedes all prior versions. Unless specifically addressed by this modification, all terms and conditions of the contract remain unchanged and in full force and effect.

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**1 Type of Contract and Total Contract Value**

The Contractor shall, in accordance with the terms and conditions set forth herein, furnish the necessary qualified personnel, services, travel, facilities and materials (except those specifically designated to be provided by the Government) and do all things necessary and incidental to complete the contractual effort in accordance with the Statement of Work.

(U) The total current contract value is

(b)(3)  
(b)(4)

CLIN 0001, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) All Materials, Tools, Equipment and Services Necessary to Perform a Tiny Rocket Launch in Accordance with the Government's Statement of Work (SOW) Identified in Section J.

(b)(3)  
(b)(4)

	Quantity	Unit Price	Units	Value
Firm Fixed Price	1	<input type="text"/>	Each	<input type="text"/>
Total				

The total value of Contract Line Item 0001, and any modifications thereto are shown below:

(b)(3)  
(b)(4)

CLIN 0002, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) Special Study in Accordance with the Government's Statement of Work (SOW) Identified in Section J.

(b)(3)  
(b)(4)

	Quantity	Unit Price	Units	Value
Firm Fixed Price	1	<input type="text"/>	Each	<input type="text"/>
Total				

The total value of Contract Line Item 0002, and any modifications thereto are shown below:

(b)(3)  
(b)(4)

CLIN 0003, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: RASR Launch Services in accordance with the SOW identified in Section J

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Firm Fixed Price  
Total

(b)(3)  
(b)(4)

(b)(3)  
(b)(4)

The total value of Contract Line Item 0003, and any modifications thereto are shown below:

(b)(3)  
(b)(4)

CLIN 0004, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: Study Support in accordance with the SOW identified in Section J.

Firm Fixed Price  
Total

(b)(3)  
(b)(4)

(b)(3)  
(b)(4)

The total value of Contract Line Item 0004, and any modifications thereto are shown below:

(b)(3)  
(b)(4)

CLIN 0005, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: Mission Services

Firm Fixed Price  
Total

(b)(3)  
(b)(4)

(b)(3)  
(b)(4)

The total value of Contract Line Item 0005, and any modifications thereto are shown below:

(b)(3)  
(b)(4)

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**2 Statement of Work**

The Government's Statement of Work listed below is incorporated by reference and made part of this contract as Attachment J-1 & J-3 as listed in the Incorporation of Attachments and Exhibits clause:

<b>Statements of Work Title</b>	<b>Date</b>
(U) RASR Statement of Work (SOW) for NRO/OSL Launch Services	12/08/2019
(U) Statement of Work Shakespeare/Electron Compatibility Study	07/03/2019

**3 Packaging and Marking**

Packaging and marking of deliverable items called for hereunder shall be in accordance with:

- (1) the Contractors best commercial practice and
- (2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination.

**4 Inspection and Acceptance**

Inspection and Acceptance must be in accordance with FAR 52.246-4

**5 Ship To Address**

New Zealand

**6 N52.211-006 Contract Period of Performance (SEP 2003)**

- (a) Period of Performance: The period of performance of this contract shall be:

<b>CLIN</b>	<b>Start Date</b>	<b>Completion Date</b>
0001	09/24/2018	05/31/2020
0002	09/24/2018	09/30/2020
0003AA	06/03/2019	09/30/2020
0004AA	06/03/2019	09/30/2020
0004AB	07/24/2019	10/16/2019
0005AA	07/24/2019	08/19/2019

- (b) The principal place of performance under this contract shall be the **Contractor's** facility located at:  
**Huntington Beach, CA USA and New Zealand**

(c) The contractor shall immediately notify the Contracting Officer in writing when they encounter difficulty meeting performance requirements or anticipate difficulty in complying with the contract delivery schedule. This notification shall be informational in character; this provision shall not be construed as a waiver by the Government of any delivery schedule for any rights or remedies provided by law or under this contract.

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**7 GOVERNMENT POINTS OF CONTACT**

Title	Name	Phone Number
Contracting Officer COTR Contracts Specialist		

(b)(3)

**8 Accounting and Appropriation Data**

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(b)(3)

(b)(4)

**9 CLIN Obligation and Value Summary**

SUMMARY TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	Dollars Obligated	Total CLIN Value
0001		
0002		
0003AA		

(b)(3)

(b)(4)

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SUMMARY		
TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	Dollars Obligated	Total CLIN Value
0003		
0004AA		
0004AB		
0004		
0005AA		
0005		
Total:		

(b)(3)

(b)(4)

10

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(b)(3)

(b)(3)

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## **11 (U) DOMESTIC SOURCE CRITERIA**

(a) In addition to the certification regarding United States commercial provider of space transportation services (Public Law 105-303, Title II, Section 201), the Contractor shall continue to comply with domestic source criteria. Failure to comply with the criteria may be grounds for "Termination for Cause" in accordance with FAR 52.212-4(m).

(b) Participation in this procurement is restricted to prime Contractors from the United States launch vehicle/services industry. "United States industry" means any corporation, partnership, joint venture, association, or other entity which is organized or existing under the laws of the United States or any State, and whose controlling interest is held by United States citizens. "Launch services" means all services required in the performance of this contract, including those necessary to produce or manufacture launch vehicles, its components and other equipment and facilities required in the performance of the contract.

(c) The Contractor shall provide in the performance of this contract launch vehicles that are domestic end products. The launch vehicle shall be a domestic end product only if the cost of its components, mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of each component includes transportation costs to the place of incorporation into the launch vehicle and any applicable duty (whether or not a duty-free entry certificate is issued). "Components," as used in this contract clause, means those materials and supplies directly incorporated into the end product.

## **12 (U) LICENSES, PERMITS, AND INSURANCE FOR A LAUNCH SERVICE OPERATOR**

(a) The Contractor shall obtain and maintain the necessary licenses, permits and clearances that may be required by the Department of Transportation, Department of Commerce, Department of Defense, NASA, or other Governmental agencies in order to provide launch services under this contract. A Federal Aviation Administration commercial launch license is required under this contract. All costs and fees associated with obtaining licenses, permits and clearances shall be included in the standard launch service price. Approvals required by the payload are the responsibility of the Sponsor.

(b) In accordance with 51 U.S.C. § 50914, the Contractor shall obtain liability insurance or demonstrate financial responsibility in amounts to compensate for the maximum probable loss from claims by: (1) a third party for death, bodily injury, or property damage or loss arising in connection with the covered launch activities under this contract; and (2) the United States Government against a person for damage or loss to Government property arising in connection with the covered launch activities under this contract. The Contractor shall provide the Sponsor a copy of the Maximum Probable Loss (MPL) determination and certificate of such insurance once it has been obtained.

(c) The foregoing insurance requirement does not preclude the Contractor from acquiring or continuing in effect any additional insurance to protect the interests of the Contractor or its Related Parties, such as Commercial General Liability coverage.

## **13 (U) COMPLIANCE WITH SAFETY AND OCCUPATIONAL HEALTH STANDARDS**

The Contractor shall comply with all Federal, State, and local laws, and customary commercial practice applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract. The Contractor shall comply with all applicable Department of Transportation and Federal Aviation Administration regulations and

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policies necessary to obtain a commercial launch license. The Contractor shall comply with the applicable launch site or launch range safety requirements. The contractor shall submit all final approved documentation required to maintain compliances under this Clause within thirty (30) days of approval from the relevant authority or within thirty (30) days of contract award for documentation that has been finalized and approved prior to executing this Contract. The Sponsor does not have approval authority over these documents under this Clause, unless launching from a Sponsor's range.

**14 (U) USE OF GOVERNMENT PROPERTY, FACILITIES, AND ASSETS**

(a) The Contractor shall obtain and maintain any necessary agreements between the Contractor and any Government Agency authorizing the use of Government property, facilities, and assets accountable to those agencies, or services provided by those agencies the Contractor may wish to utilize in performance of this contract.

(b) The Government makes no warranty whatsoever as to the suitability for use of Government property, facilities and other assets made available under the terms and conditions of any Government use agreements or contracts. Any costs necessary to use, maintain, restore, refurbish, and/or replace any assets, for use under this contract, shall result in no increase in the price of this contract.

(c) The Contractor is responsible for determining the suitability for use of all materials, property, and facilities acquired or made available to the Contractor by the Government under any contract agreement. Any use of Government-Furnished Property (GFP), materials, or facilities and services shall not relieve the Contractor of full launch service performance responsibility.

**15**

(b)(3)

(b)(3)

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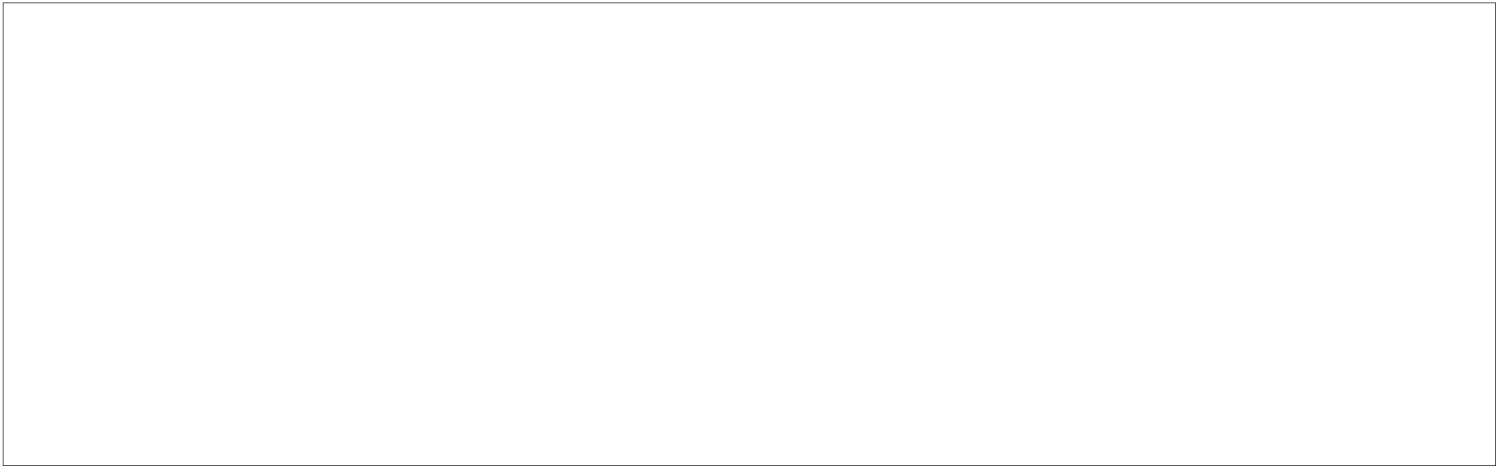
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### **37 Incorporation Of Attachments And Exhibits**

The Attachments and/or Exhibits listed below are incorporated herein and made part hereof:

<b>Attachment Number</b>	<b>Description</b>	<b>Date</b>	<b>No. Pages</b>
1	(U) RASR Statement of Work (SOW) for NRO-OSL Launch Services 12.8.2019	12/08/2019	10
2	Attachment 2 - (U) DD_254_RASR_Apr	09/18/2018	3
3	(U) Statement of Work for Shakespeare_Electron Compatibility Study	07/03/2019	2