Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller’s proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller’s intellectual property or technical data.

**Full Text Clauses**

**Section I**

**I.21 DOMESTIC SOURCE CRITERIA AND COMPLIANCE**

This solicitation is for the express purpose of procuring space transportation services (as defined by 51 U.S.C. §§ 50101 and 50131). As such, in accordance with 51 U.S.C. § 50131 and United States space policy, this procurement is restricted to United States industry entities that qualify as United States commercial providers as defined by 51 U.S.C. § 50101(7) and this solicitation. “United States commercial provider” is defined as 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 or permanent residents that performs space transportation services or that constructs any space transportation vehicle necessary to perform space transportation services.

“Space transportation services” is defined as the preparation of a space transportation vehicle and its payloads for transportation to, from, or within outer space, or in suborbital trajectory, and the conduct of transporting a payload to, from, or within outer space, or in suborbital trajectory and any other services required in the performance of this contract (or any task order issued thereunder), including services necessary to construct, produce, manufacture, or otherwise provide any and all space transportation vehicles necessary to perform the space transportation services.

“Space transportation vehicle” is defined as any vehicle constructed for the purpose of operating in, or transporting a payload both to and within space.

“Controlling Interest” means ownership of an amount of equity in such entity sufficient to direct management of the entity or to avoid transactions entered into by management. Ownership of at least fifty-one (51) percent of the equity in an entity creates a presumption that such an interest is controlling; however, the ultimate determination as to whether the interest is controlling resides with NASA.

Offerors must certify that they meet these criteria in responding to this solicitation.

Offerors that fail to meet these criteria are ineligible to participate in this procurement.

The Commercial Lunar Payload Service (CLPS) is by definition a space transportation service, and as such, requires the construction of a space transportation vehicle (or vehicles) in order to perform this service. As such, both the CLPS space transportation service provider prime contractor, as well as all firms that construct, produce, manufacture or otherwise provide space transportation vehicles for the purpose of the prime contractor’s performance of CLPS, must be United States commercial providers as defined above. Additionally, throughout its performance of the contract (including any and all task orders awarded thereunder), the CLPS space transportation service provider prime contractor shall provide a CLPS that utilizes domestic end products for all space transportation vehicles required for performance of this contract, inclusive of any launch vehicle and any other space transportation vehicle used to deliver payloads to the lunar surface. CLPS space transportation vehicles will be considered domestic end products only if the cost of their components, mined, produced or manufactured in the United States exceed fifty (50) percent of the cost of all their components. The cost of each component includes transportation costs to the place of incorporation into the CLPS and any applicable duty (whether or not a duty - free entry certificate is issued).

By complying with the above, the CLPS space transportation service provider prime contractor shall also be in compliance with the United States National Space Transportation Policy, dated November 21, 2013 (“Policy”). Per this Policy, all US Government payloads launched pursuant to a task order under this contract must be launched on vehicles manufactured in the United States, unless the US Government payload qualifies as a hosted payload (as defined by NASA Policy Directive (“NPD”) 8610.12H) and NASA elects to avail itself of this exemption in accordance with that policy. NASA will notify prime contractors at time of the release of each request for task order proposals whether the particular task order mission qualifies for the “hosted payload” exemption and whether NASA is electing to utilize said exemption.

Failure to comply with these domestic source limitations may result in NASA exercising its right to terminate the contract for cause in accordance with FAR 52.212-4(m) and the applicable terms of this contract. NASA may elect not to exercise its right to terminate the contract; however, such an election is not a waiver of its right to do so in the future.

(End of text)

**FAR Clauses**

**52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)**

**52.204-15,** **Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)** (Applicable if this purchase order/subcontract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller.")

**52.219-8, Utilization of Small Business Concerns (Nov 2016)**

**52.219-9, Small Business Subcontracting Plan (Feb 2018)**

**52.227-14, Rights in Data - General (May 2014) and Alternate II (Dec 2007)** **as modified by NASA FAR Supplement 1852.227-14 (APR 2015)** (Alternate II will also apply.)

**52.227-14, Rights in Data - General (May 2014) and Alternate III (Dec 2007)** **as modified by NASA FAR Supplement 1852.227-14 (APR 2015)** (Alternate III will also apply.)

**52.227-16, Additional Data Requirements (Jun 1987)** (Applicable if Seller will be delivering technical data. “Contracting Officer” means “Lockheed Martin and the Contracting Officer.”)

**52.227-17, Rights in Data – Special Works (Dec 2007)** (Applicable if Seller will be providing data subject to this clause. Communication with the Contracting Officer shall be made through Lockheed Martin. "Government" paragraph (e) includes “Lockheed Martin.")

**52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)** (Applicable for all purchase orders/subcontracts for commercial items where financing payments will be made. "Government" means "Lockheed Martin." The reference to the Termination for Cause clause means the termination for default clause of this purchase order/subcontract.)

**52.232-30 Installment Payments for Commercial Items (Oct 1995)** (Applicable for all purchase orders/ subcontracts for commercial items where installment payments will be paid to the Seller. "Contracting Officer" and "Government" means "Lockheed Martin.")

**52.245-1, Government Property (Jan 2017)**

**52.245-9, Use and Charges (Apr 2012)** (Applicable for all purchase orders/subcontracts when the clause at 52.245-1, Government Property, applies. Communication with the government under this clause will be made through Lockheed Martin.)

**NASA FARS Clauses**

**1852.223-72, Safety and Health (Short Form) (Jul 2015)** (Applicable for all purchase orders/subcontracts in excess of the simplified acquisition threshold.)

**1852.245-76, List of Government-Furnished Property (Jan 2011)** (Applicable if Seller is being furnished Government property.)