

CLDC Draft RFP Industry Questions and Answers - Round 2
Posted September 14, 2026

THEME: BUSINESS & COMMERCIALIZATION PLAN

1. Attachment L-07 Corporate Contribution Worksheet will be "evaluated". How will the Agency evaluate the *corporate contribution* for reasonableness, realism to avoid overly optimistic and unsupportable market estimates? If it cannot be evaluated against a standard, expectation, independent estimate or requirement; this is highly subjective area for evaluation. Are unrealistic contribution estimates (defined as variance between Agency independent estimate and Offeror worksheet L-07) grounds for disqualification?
In accordance with M.4.2 MANAGEMENT APPROACH (MA.2) - MISSION SUITABILITY SUBFACTOR 2, NASA will evaluate the overall impact and risk to the Government as it relates to the demonstrated understanding, completeness, reasonableness and feasibility of each proposed Management Approach, MA.1 through MA.4. In addition, NASA plans to update MA.2 Commercialization and Business Approach to state "Business models that demonstrate a viable, profitable, and free-cash-flow positive approach during the life of the station, backed by strong, quantifiable non-NASA financial and commercial commitments, including private capital and credible customer-backed commitments such as contracts, deposits, purchase commitments, or letters of intent, may be evaluated more favorably if determined to be advantageous to the government." Attachment L-07 Business Case Analysis Template (which NASA plans to update to include the Corporate Contribution Worksheet) will be used in conjunction with DRD CLDC-002 Commercialization Plan to evaluate the Offeror's business plan and commercialization strategy.
2. DRD CLDC-002 Commercialization Plan - Please clarify whether previously incurred corporate investments (e.g., NRE, prototype development, facilities, long-lead investments) may be credited toward the Corporate Contribution Worksheet, or whether NASA expects only future post-award corporate investment.
NASA plans to update the Final RFP to reflect that the Corporate Contribution Worksheet allows previously incurred corporate investments, but contributions shall have a direct relationship with the CLD which is being certified for NASA's use. The offeror is required to explain the relationship in their proposal.
3. DRD CLDC-002 Commercialization Plan - CLDC-002's stated purpose is to confirm the Contractor's financial health and that its plan is "reasonable and ... in line with the proposed mission cost," with NASA "one of many customers." Several Contents items exceed that intent and are inappropriate for a firm-fixed-price contract.
 - 3a. We recommend the financial-reporting elements be met through Section (1) an owner/parent financial-ability attestation and;
An owner financial attestation and Integrated Master Schedule (IMS) status are insufficient because NASA must evaluate the direct correlation between the Revenue Generation Forecast and the contractor's fundraising and financial goals to fully understand NASA's risk posture. The Commercialization Plan is designed to provide the details necessary to ensure the contractor's overall financial health and business plan are reasonable and in line with their business costs.
 - 3b. Section (2) IMS/milestone status, rather than certified financials, staffing plan-vs-actuals, or cost-variance reporting: 2d (Staffing plan vs. actuals by skill mix / CLIN): On FFP, performance is measured by milestone completion, not headcount conformance. Remove plan-vs-actuals; at most, total headcount by major system.
NASA plans to update the DRD to remove staffing to be mapped by CLIN and requests it to be submitted by milestone or major system, and to only require a summary-level staffing plan mapped to "each major system or milestone." To reduce burden, NASA plans to update the DRD to define "Summary level" as requiring only the total allocated headcount, without requiring specific identification at the subcontractor or partner level.

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3c. Section (3) (Monthly/cum performance-to-plan): Cost/EVMS-type tracking inappropriate for FFP. Satisfy via IMS/milestone status.

While NASA recognizes standard Firm-Fixed-Price (FFP) practices, the unique nature of the CLD as this procurement highly depends on outside investment and commercial business case assumptions for success and therefore, NASA requires insight into the contractor's commercial viability and non-NASA revenue generation beyond technical milestone completion. The DRD is not intended to address Earned Value Management (EVM), and defines performance-to-plan and variance analysis specifically as tracking "supplier and investor commitments, contracts, revenue, investments, financing, expenditures, and obligations" against the overall commercial segment business plan.

3d.-Section(4) (Variance analysis, planned vs. actual): Cost/schedule variance is a cost-type artifact. Satisfy via IMS schedule status.

While the contractor's forecasted plan and variance recovery plans must map to and explain alignment with the IMS, the IMS schedule status alone cannot satisfy NASA's need to monitor actual commercial revenue, investment, and financial obligations. The narrative variance analysis is required in order to explain major contributors to deviations in these business and financial metrics.

4. We request that NASA accept the L-07 Corporate Contribution Worksheet submitted on a fully-burdened basis so the contribution value NASA scores is captured without exposing indirect rates.

NASA plans to update the Corporate Contribution Worksheet to remove Overhead and G&A to allow for each line item to be submitted as fully burdened.

5. DRD CLDC-002 Commercialization Plan - What specific NASA decisions will be informed by recurring quarterly reporting and Commercialization Plan reporting related to business planning? Other agencies and clients are confidential in nature.

Ask: NASA should limit commercialization reporting to high-level market indicators and remove requirements for disclosing confidential customer information to preserve client confidentiality.

NASA understands the concerns about disclosing confidential customer information and plans to make updates in the final RFP to address these concerns in 3 areas. The DRD will be updated to clarify that NASA will protect the submitted data as "confidential financial information" to address the exposure of private capital strategies, ownership structures, and financial due diligence. NASA also plans to update reporting on Business Development progress—that the contractor "may omit customer identities or contract terms." And finally, to protect proprietary partner workforce data, the DRD will be updated to only require summary-level staffing plan.

6. DRD CLDC-002 Commercialization Plan - Why does NASA require quarterly certified financial statements, capital expenditure plans, and performance-to-plan information, for a Firm Fixed Price commercial services acquisition, what is the commercial rationale?

Ask: NASA should eliminate quarterly certified financial statement requirements for FFP contracts and instead rely on milestone completion as the primary indicator and annual discussions on overall financial reporting.

The purpose of the Commercialization Plan is to better understand the contractor's overall financial health and business plan since the success of this acquisition relies in substantial part on industry's ability to obtain investments. To fully understand its risk posture, NASA needs to understand the correlation between the contractor's Revenue Generation Forecast and their fundraising or financial goals. Regular visibility into capital expenditure plans, liquidity runway (including available cash and undrawn capital), and monthly burn rate is essential to ensure the contractor maintains the financial capacity to execute the contract. Additionally, NASA plans to update the certified financial statements to allow for "Officer certified" financial statements. An "Officer Certified" is not expected to be an independent entity but can be someone with the company with this role.

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7. DRD CLDC-002 Commercialization Plan - Why does NASA require staffing plan versus actual reporting by discipline, skill mix, major system, and CLIN, and how will this information be used, what is the commercial rationale?

Ask: Recommend removal of staffing plan reporting by discipline and CLIN, focusing instead on demonstrated capability to meet contractual milestones.

Staffing plans by quantity, discipline, and skill mix mapped to major systems or milestones allow NASA to identify early warning signs of resource constraints or misalignments, and relying exclusively on milestone completion provides only lagging indicators of performance. Because labor is a primary driver of capital expenditure, understanding staffing actuals against the plan is essential for NASA to validate the contractor's reported liquidity runway and monthly burn rate. NASA also update DRD CLDC-002 to allow for Summary Level Staffing, which does not require subcontractor breakouts.

8. DRD CLDC-002 Commercialization Plan - Has NASA assessed whether the proposed reporting requirements could create concerns for investors, lenders, sovereign customers, or strategic partners considering participation in commercial LEO infrastructure?

Ask: NASA should conduct an impact assessment of reporting requirements on commercial investment and revise provisions that could discourage private capital participation.

NASA understands the concerns about private capital participation and plans to make updates in the final RFP to address these concerns in 3 areas. The DRD will be updated to clarify that NASA will protect the submitted data as "confidential financial information" to address the exposure of private capital strategies, ownership structures, and financial due diligence. NASA also plans to update reporting on Business Development progress—that the contractor "may omit customer identities or contract terms." And finally, to protect proprietary partner workforce data, the DRD will be updated to only require summary-level staffing plan.

9. For the Attachment L-07 Corporate Contribution Worksheet:

NASA plans to update the final RFP to include the Corporate Contribution Worksheet with the Business Case Analysis Template as Attachment L-07. This worksheet is expected to be used to establish the prior, current and projected contractor investments to understand the financial contributions being made by the contractor.

9a. Ask: (1) What documentation standard applies to fair-market-value claims (e.g., facilities/equipment usage)?

Fair Market Value is establishing the worth of the facilities or equipment in today's market

9b. (2) What is the basis for the 50% applicability factor on completed IR&D?

The 50% is an example. The percentage is to show how much of the effort contributes towards the CLDS scope. Offerors must complete the percentage factor appropriate for their proposed approach.

9c. (3) Is contribution evaluated as a ratio to overall effort or as absolute dollars?

NASA plans to evaluate the Calculated Corporation Contribution % of the overall total effort.

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10. Under DRFP L.17.5(e), Financial Capability Disclosure Information - The disclosure includes loan covenants, term sheets, and parent guarantees.

10a. Ask: (1) Please confirm how this information is protected within the SEB?

NASA plans to update the DRD to clarify that NASA will protect the submitted data as "confidential financial information" to the extent permitted by law.

10b. (2) Is it exempt from public release

To the extent permitted by law, NASA will protect and not release confidential financial information.

10c. (3) Will it be firewalled from NASA personnel supporting other CLD contractors?

NASA will protect and limit access to confidential financial information to need-to-know personnel only, and ensure access to sensitive information clauses are implemented if contractor personnel are required to review the data.

11. DRD CLDC-002 Commercialization Plan - Quarterly briefings will contain confidential commercial and financial information.

11a. Ask: Please confirm the protection regime: treatment as confidential commercial/financial information, exemption from release, and firewalls from NASA personnel supporting other CLD contractors' insight activities.

Quarterly briefings may include business splinters or breakout sessions when including confidential financial information so that data is shared with only the appropriate personnel. Additionally, NASA plans to update the DRD to clarify that NASA will protect the submitted data as "confidential financial information" to the extent permitted by law.

11b. For the Attachment L-07 Corporate Contribution Worksheet - Re: Feedback item (a). On the pricing structure (Schedule B, all CLINs) and the Corporate Contribution Worksheet (Attachment L-07): because corporate contribution is measured across the pre-revenue development-and-certification phase (through CLIN 2), the timing of when it must be committed is decisive for emerging providers. We recommend that contribution be permitted to be committed and demonstrated progressively against development milestones (e.g., Preliminary Design Review, Critical Design Review) rather than proven as a large up-front threshold at proposal submission - so that providers who fund their share as they raise capital and retire risk are not excluded for reasons of timing rather than capability. We also recommend the RFP clarify whether corporate contribution is a scored evaluation factor or is collected for information only, and if scored, at what relative weight, so offerors can respond appropriately. Either way, the Government's cost-share and taxpayer-value objectives are preserved while keeping the CLIN 1 competition open to well-designed emerging providers.

The Corporate Contribution Worksheet will be evaluated under Mission Suitability Factor 2, M.4.2 Management Approach, MA.2 Commercialization and Business Approach as stated in the final RFP. The purpose is for the Government to understand how the offeror will cover the delta costs not provided by the Government.

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12. DRD CLDC-002 Commercialization Plan requires the Contractor to submit, quarterly for the life of the contract, certified financial statements, a 24-month liquidity/burn outlook, fundraising and ownership detail, and a 10-year non-NASA revenue forecast by probability tier. Provider viability is a legitimate — indeed central — Government concern here; the issue is that this deliverable is the wrong instrument for it. Every interest it serves is already met at selection, through Attachments L-08 (Business Case Analysis) and L-07 (Corporate Contribution Worksheet), evaluated under Mission Suitability factor MA.2, atop the FAR 9.104-1(a) financial responsibility determination. Post-award, the quarterly resubmission adds no protection NASA can act on: as Data Type 3 it does not require formal NASA review and approval, and under a firm-fixed-price contract it carries no remedy. NASA's real protections against provider failure are structural — payment only for delivered milestones, and the IDIQ's multi-award and on-ramp architecture. A forecast prevents no failure; deleting it removes no remedy NASA holds today. NASA's precedent confirms this: CCtCap took financial statements as proposal-phase responsibility information and levied no post-award financial deliverable, and neither HLS appendix has an analogue. The deliverable also imposes affirmative harm the alternatives avoid — compelling quarterly disclosure of the Contractor's most competitively sensitive forward strategy (non-NASA pipeline, investor negotiations, ownership) into Government hands, in the same contract whose Section H Most-Favored-Pricing posture reaches the very commercial pricing this data reveals. That chills the third-party deal-making the CLD business model depends on and is inconsistent with the DRD's own premise that NASA is interested in being one of many customers. Recommendation: Delete DRD CLDC-002; the proposal-phase interest is fully served by L-07 and L-08. If any residual post-award signal is required, it can be met by annual audited financials plus prompt notification of a material adverse change — not a standing quarterly deliverable.

NASA has evaluated what financial information is required to evaluate the initial and ongoing financial health and viability of the Contractor based on lessons learned from other similar services contracts. NASA's need to fully understand its risk posture extends beyond source selection. The agency must actively monitor the correlation between the contractor's Revenue Generation Forecast and their fundraising and financial goals. as this procurement highly depends on outside investment and commercial business case assumptions for success. Therefore, DRD CLDC-002 will be retained with minor updates.

13. DRD CLDC-002 Commercialization Plan - Please confirm that deal-level pricing and agreement data submitted under Item 12:

13a. (i) will be delivered via a Contracting Officer-only channel rather than general repository distribution; NASA intends to update the DRD to clarify that NASA will protect the submitted data as "confidential financial information" to the extent permitted by law. NASA plans to maintain a general repository for DRDs but will ensure there are access limitations to ensure specific DRDs, such as DRD CLDC-002 are protected and only accessed by need-to-know personnel.

13b. (ii) will be honored as limited rights data under FAR 52.227-14 (Deviated) (p. 115) when so marked per J-02 §3.4;

Unless the data are required to be delivered with additional rights under the data rights clauses in the contract (e.g., I.9, I.10, and H.29), all data associated with DRDs are expected to be delivered with a minimum of Limited Rights.

13c. (iii) will be handled under NFS 1852.237-72/-73 (p. 107), with support-contractor access controlled through NDAs and OCI screening (Mitigation of OCIs, p. 67; NFS 1852.209-71, p. 90); and

NASA subcontractor agreements will have OCI provisions and access to sensitive information clauses which safeguard other Contractor data.

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13d. (iv) will be treated as confidential commercial/financial information withheld from FOIA release under Exemption 4.

Data that is commercial/financial data is withheld from FOIA releases to extent allowed by law, and any FOIA releases will be coordinated with the relevant Contractor as outlined under 14 CFR Part 1206 Subpart F.

13e. (v) The "CDO Program Authorized Repository" should be struck from the distribution method?

NASA plans to maintain a general repository for DRDs but will ensure there are access limitations to ensure specific DRDs, such as DRD CLDC-002 are protected in accordance with standard procedures and only accessed by need-to-know personnel.

13f. (vi) NASA provided a competition-sensitive direct-transmission accommodation in DRD CLDC-115 (p. 122 of 246); will NASA provide an analogous accommodation for CLDC-002 customer data? In a multi-award environment, customer-level pricing is among the most competitively sensitive data a contractor holds. Defined access controls are a precondition to meaningful reporting.

NASA plans to update the DRD to clarify that NASA will protect the submitted data as "confidential financial information" to the extent permitted by law. NASA plans to maintain a general repository for DRDs but will ensure there are access limitations to ensure specific DRDs, such as DRD CLDC-002 are protected and only accessed by need-to-know personnel.

14. DRD CLDC-002 Commercialization Plan - Please define "Certified" as applied to quarterly balance sheets, income and cash flow statements, and changes in equity (officer certification vs. independent auditor review vs. audit), and the required accounting basis. Recommend that officer-certified quarterly statements plus an annual audited report — consistent with the Volume IV Financial Capability Disclosure — be sufficient to satisfy this requirement. Quarterly independent audits are atypical even for public companies and would add material recurring cost that flows directly into the price paid by NASA.

NASA intends to update DRD CLDC-002 in the final RFP to define Certified as "Officer Certified." An "Officer Certified" is not expected to be an independent entity but can be someone with the company with this role.

15. DRD CLDC-002 Commercialization Plan - Recommend that sources of planned debt and equity and levels of commitment be reported by category and amount, without naming counterparties where confidentiality obligations apply (with names available to the Contracting Officer upon request). Term sheets and side letters routinely carry confidentiality obligations.

To safeguard term sheets and side letters, the DRD mandates that NASA protect all submitted data as "confidential financial information" with access strictly limited to the Contracting Officer, Contracting Officer Representative, and need-to-know personnel. The contractor has the latitude to submit the information as they see fit, as long as they meet the intent of the requirements.

16. DRD CLDC-002 Commercialization Plan - Please clarify what granularity is required for "Company Ownership Structure" (e.g., holders above a defined threshold vs. a complete capitalization table). Is the reporting entity the contracting entity or the consolidated parent? Undefined scope will produce inconsistent submissions across offerors

NASA plans to update DRD-CLDC-002 to clarify company ownership. Company Ownership Structure includes parent company ownership above the contracting entity.

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17. DRD CLDC-002 Commercialization Plan - Please clarify what level of granularity is required for the staffing plan vs. actuals “by quantity and discipline/skill mix mapped to each major system and CLIN,” and whether subcontractor personnel are included. Recommend that summary-level staffing by discipline satisfy the requirement on this firm-fixed-price contract.
NASA plans to update DRD-CLDC-002 to clarify that the staffing plan can be submitted at a summary level, not requiring subcontractor or partner level specific identification within the plan but requires the total allocated headcount.
18. DRD CLDC-002 Commercialization Plan - For the liquidity runway and 24-month outlook, please confirm that committed-but-undrawn capital (e.g., executed equity commitments and undrawn credit facilities) counts toward available liquidity. Excluding committed capital would materially understate runway for venture-funded contractors and could distort NASA’s financial-health assessment.
NASA plans to update DRD-CLDC-002 to clarify that committed but undrawn capital counts toward available liquidity.
19. DRD CLDC-002 Commercialization Plan - Please provide definitions for “secured, probable and at risk/speculative” revenue. Please confirm that the 10-year revenue forecast and performance-to-plan submissions are planning data under Data Type 3 (information-only; no NASA approval of the Contractor’s business plan), and confirm a re-baselining mechanism so that commercial strategy changes are processed as plan updates rather than accumulating quarterly variances.
NASA does not intend to re-baseline the Commercial Strategy Plan and requires reporting on variances to plan. In the context of this question Secured means signed agreements; Probable means in negotiations; and At Risk/Speculative means in discussions or researching.
20. DRD CLDC-002 Commercialization Plan - The Description states the plan describes the Contractor’s approach, “if any,” to commercial partnerships (p. 13), while the Contents are mandatory (pp. 13–14). Please confirm required content scales to the Contractor’s actual commercial activity, and that Item 10 status reporting on “signed contracts, Letters of intent, etc.” is status-level and does not require delivery of the underlying agreements. This aligns the DRD’s mandatory contents with its stated scope and avoids over-collection of highly sensitive third-party agreement documents.
The contents of the DRD are mandatory if the Contractor is relying on a Commercialization Plan and Strategy to create commercial revenue to sustain their business case. The content should align with the actual commercial activities. The DRD does not require a full submission of the signed agreements but does requires information at a summary level with enough detail for NASA to perform an educated review. NASA also plans to update the DRD to allow for omission of customer identities and contract terms and conditions.
21. DRD CLDC-002 Commercialization Plan - Please confirm that the quarterly “American Taxpayer reporting” briefed at the Quarterly Program Review is summary / compliance-status level only, with customer- and agreement-level detail restricted to the Contracting Officer channel. QPR briefing packages circulate to program management and support personnel; deal-level customer pricing should not give the sensitivity.
The American Taxpayer Reporting may be briefed as a separate business splinter to ensure the data submitted is only provided to NASA personnel with a need to know.

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22. DRFP Section L.17.3.2 MA.2 - COMMENT: The instruction asks offerors to describe how they will capture and retain non-NASA customers, but it does not address whether the commercial model may include independent mission operators, customer representatives, brokers, integrators, or other customer-acquisition and mission-management channels. Requiring each destination provider to own the entire customer relationship could narrow market access and reinforce closed, vertically integrated service models. RECOMMENDED CLARIFICATION: Add a requirement for the offeror to describe its planned customer-access and delivery channels, including any approach for working with qualified third-party mission operators or customer-designated representatives, and how those interfaces will preserve Contractor accountability, safety, security, and proprietary-data protections.
- Offerors are not precluded from working with subcontractors, independent mission operators, customer representatives, brokers, integrators, or other customer-acquisition and mission-management channels. Prime Contractors shall still be responsible for all contract requirements, deliverables and maintain responsibility for the Destination if they choose to allow independent or third-party operators to maintain or operate the Destination. The Offerors shall be required to describe those relationships and roles and responsibilities. Furthermore, NASA plans to update the Commercialization and Business Approach (Section L.17.3.2 MA.2) to include information related to third-party mission operators who perform or support mission operations on the CLD. The Proposal is also expected to include details on how that service model works and how those interfaces will preserve Contractor accountability, operational safety, overall security, and proprietary-data protections, as defined in the RFP.
23. DRFP M.4.2, MA.2 Commercialization and Business Approach - COMMENT: The draft states that business models backed by a strong, quantifiable non-NASA financial commitment “(private capital)” may be evaluated more favorably. Private capital is important, but the most direct evidence of a developing commercial market may be customer commitments, including executed contracts, deposits, purchase commitments, letters of intent, or other revenue-backed commitments. Restricting the favorable consideration to private capital may undervalue demonstrated customer demand. RECOMMENDED REVISION: Replace “non-NASA financial commitment (private capital)” with “non-NASA financial and commercial commitments, including private capital and credible customer-backed commitments such as contracts, deposits, purchase commitments, or letters of intent.”
- NASA intends to update the RFP to include the recommended language with slight deviations: “Approaches that provide business models that demonstrate viable, profitable, and free-cash-flow positive during the life of the station, backed by a strong, quantifiable Non-NASA financial and commercial commitments, including private capital and credible customer-backed commitments such as contracts, deposits, purchase commitments or letters of intent may be evaluated more favorably if it is determined to be advantageous to the government.”

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24. DRD CLDC-002 Commercialization Plan - COMMENT: The Commercialization Plan requires reporting of products and services, business-development progress, partners, and agreements with sovereign nations and third parties. The plan does not expressly require the Contractor to explain how customers may access services through independent customer-side organizations or how those organizations will interface with the Contractor. RECOMMENDED ADDITION: Require the Commercialization Plan to describe the Contractor's customer-access and service-delivery model, including direct sales and any qualified third-party customer origination, representation, mission integration, or mission-management channels; the allocation of responsibilities; and the processes used to protect customer choice, confidential information, safety, and Contractor accountability.

Offerors are not precluded from working with subcontractors, independent mission operators, customer representatives, brokers, integrators, or other customer-acquisition and mission-management channels. Prime Contractors shall still be responsible for all contract requirements and deliverables and maintain responsibility for the Destination if they chose to allow independent or third-party operators to maintain or operate the Destination. The Offerors shall be required to describe those relationships and roles and responsibilities. NASA plans to update DRD CLDC-002 Commercialization and Business Plan to include reporting on sales to third-party operators and the roles and responsibilities between the Prime and third-party.

THEME: CATEGORY 2 LAUNCH VEHICLE

25. DRFP Section H, INSURANCE FOR DAMAGE TO PROPERTY - Ask: Please clarify when NLS Category 2 v. Category 3 launches will be utilized.

NASA is requiring use of NLS Certified Cat 2 or Cat 3 launch vehicles for all areas of the CLDC contract including transportation crew and cargo vehicles as well as launch vehicles utilized for commercial elements within the CLDS. Launch vehicles do not need to be certified at the time of proposal but certification will be required prior to launch. Because NASA has an interest in maintaining schedule and mitigating financial risk, if Cat 2 vehicles are utilized for launch of critical elements (after receiving prior approval from NASA), additional insurance will be required. Based on industry feedback, NASA plans to reduce the amount of insurance to \$200M in the final RFP.

26. DRFP Section H, INSURANCE FOR DAMAGE TO PROPERTY - If a NLS category 2 launch vehicle is used for launch, shouldn't that insurance be built into the provider? Or will this be purchased through NASA? Ask: Please clarify the application of proceeds.

NASA does not plan to provide insurance as part of this contract. The Offeror is expected to acquire the required insurance outlined in the contract. The insurance required under clause H.26 Insurance for Damage to Property, paragraph (d), is meant to cover property damage to destination elements and is not specifically related to the Launch vehicle. The Offeror is responsible for determining how that insurance and where the cost of the insurance is levied. NASA plans to reduce the \$500M amount listed in the Draft RFP to \$200M in the Final RFP based on industry feedback.

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THEME: COMMERCIAL ACTIVITY RESTRICTIONS

27. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE Paragraph (d). For proposed activities or communications that appear to conflict with the requirements under this clause, the contractor shall submit a formal letter to the Contracting Officer for approval, which describes the proposed activity or communication and the contractor's rationale for deviation. The Contracting Officer will determine whether NASA approves or denies the proposed activity or communication. This section ("(d)") is subjective and Industry may not be interested in or able to agree to NASA's approval of all commercial activity.
NASA plans to update this clause to redefine that Contracting Officer Approval is required for the activities under Section (c) of this clause, related to use for military operations or activities involving designated countries.
28. SOW 2.20.1 Minimum Standard Text - "If they are from a Designated Countries Tier II and III, NASA approval must be granted."
Ask: Is it correct to assume every mission, including short duration missions, will have a NASA crewmember?
NASA intends to have a NASA crewmember on every mission it orders. In addition, activities involving Tier II and III Designated Countries require NASA HQ (Office of International and Interagency (OIIR)) review and approval regardless of NASA participation or if their inclusion is under a NASA Mission Service Order.
29. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - If this clause is not intended to capture every commercial activity of the Contractor, will NASA consider re-scoping paragraphs (a)–(c) to activities and communications (i) performed under this contract or a task order, (ii) involving NASA crew, payloads, personnel, insignia, identity, or imagery, or (iii) affecting safety of integrated operations. Govern remaining commercial activities through the DRD CLDC-009 Commercial Activities Management Plan?
All activities that occur during CLD Operations (Ground, Flight & On-Orbit) are subject to the restrictions contained in H.30 Commercial Activity Guidance.
30. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - The clause prohibits content that is "partisan political activity or political advocacy," "inappropriate for a general audience," or "reflecting poorly or unfavorably on the relationships or operations of the United States Government," applicable to the Contractor, "the Partner," non-Government astronauts, and (via (b)) all activities.
- 30a. (1) Please define each quoted standard, identify who applies it and by what criteria, and confirm whether it applies to the personal communications of private astronauts (including foreign nationals, journalists, and artists), to customers' content, and to the Contractor's own corporate communications.
NASA incorporates these standard commercial activity guidelines to protect the agency's public image and the broader interests of the United States Government. Rather than prescribing a rigid set of definitions or a formal review process, NASA evaluates these standards contextually on a case-by-case basis. The contractor is responsible for ensuring that all activities utilizing the CLD infrastructure—including those of private astronauts, partners, and commercial customers—comply with these baseline standards of conduct. NASA relies on the contractor to exercise reasonable commercial judgment in managing its customer base, operations, and communications to ensure activities do not violate these broad principles.

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30b. (2) As drafted, "political advocacy" and "related to the Destination" (paragraph (a)) would appear to prohibit the Contractor's own government-relations activity — including advocating to Congress for CLD program funding or commenting on space regulatory reform. Is that intended? **H.30 does not restrict the Contractor's private or independent corporate government-relations activities or private political advocacy when not on the Destination. The clause prohibits using the On-Orbit CLD to engage in or communicate partisan political activities or political advocacy, or for other nations' political activities or advocacy.**

30c. (3) Paragraph (b)(6) as drafted could reach truthful statements the Contractor is legally required to make — securities disclosures of Government-related risks (contract disputes, shutdown impacts), safety reporting, and communications protected by whistleblower statutes and FAR 52.203-19's prohibition on contract terms restricting lawful reporting. Please reconcile.

Section (b)(6) does not prohibit the contractor from making any legally-required, truthful statements or negate any rights or protections allowed under the Whistleblower statutes. Paragraph (b)(6) requires the Contractor to use its best judgment in determining whether activities reflect poorly or unfavorably on the relationships or operations of the United States Government. NASA intends to add paragraph (b)(7) to the final RFP to clarify that this does not prohibit legally required disclosures, safety reporting, or whistleblower communications.

31. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - This clause contains content- and viewpoint-based restrictions on private speech imposed as a condition of a government contract, raising significant First Amendment (unconstitutional-conditions) and vagueness concerns when applied beyond NASA-sponsored or NASA-branded contexts. Independently, paragraph (b)(6) conflicts with mandatory-disclosure regimes. For an international operator, the "general audience" standard also collides with differing national content norms among customers and distribution markets. If that is not the intent, will NASA edit by:

31a. (1) deleting paragraph (b)(6), or narrow it to false or misleading statements attributing positions or endorsements to NASA or the USG?

Section (b)(6) does not prohibit the contractor from making legally required disclosures or negate any rights or protections allowed under the Whistleblower statutes. Paragraph (b)(6) requires the contractor to use its best judgment in determining whether activities reflect poorly or unfavorably on the relationships or operations of the United States Government.

31b. (2) Limit the political-activity and audience-suitability standards to NASA-sponsored events, NASA-branded content, and activities under NASA task orders?

NASA expects the contractor and its customers to ensure content is not inappropriate for a general audience and is not partisan political activity or political advocacy, at all times.

31c. (3) Add an express savings clause preserving legally required disclosures, safety reporting, whistleblower communications, and petitioning activity?

NASA intends to clarify in the final RFP under paragraph (b)(7) that "Section (b) 1 through 6 do not prohibit legally required disclosures, safety reporting, or whistleblower communications."

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32. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Paragraph (a) covers external communications during CLD Operations or "related to the Destination" — the latter reaching investor relations, earnings calls, advertising, customer announcements, and employee communications anywhere, at any time during the contract span. Is this NASA's intent? If not, will NASA amend the clause by striking "or related to the Destination," or replace with "originating from the Destination or concerning NASA activities, crew, or payloads aboard the Destination"?

All activities that occur during CLD Operations (Ground, Flight & On-Orbit) are subject to the restrictions contained in H.30 Commercial Activity Guidance.

33. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Paragraph (c)(2) gives NASA a discretionary veto over segments of the Contractor's international customer base beyond what U.S. law requires, on an unpublished and mutable list, with no criteria or timeline. International customers require contractual certainty before committing to multi-year missions; an unbounded approval right is a sales impediment competitor on foreign platforms do not face, and it will be priced into every proposal.

33a. (1) Please identify the source document, current content, and tier definitions of the "Designated Countries" list, and incorporate a dated version into the contract with notice of changes and grandfathering for customer agreements executed before a change.

NASA maintains a list of Designated Countries at the following url: <https://www.nasa.gov/wp-content/uploads/2026/08/designated-country-list-8-4-2026.pdf?emrc=dldb90>. This list which was last updated on August 4, 2026, is updated frequently. The latest iteration of this list can be found at [OIIR Export Control and Interagency Liaison Division \(ECILD\) - NASA](#). The countries listed are designated as requiring additional guidance, review, and approval by NASA based on national security and foreign policy. NASA retains the right to evaluate and requires approval of commercial activities directly related to or supporting Designated Countries Columns II and Tier III.

33b. (2) Please define "activities related to" – does it capture customer nationality, payload country of origin, investor nationality, foreign-national employees or crew, data recipients, downlink or media distribution into a designated country, or transactions several tiers removed?

NASA intends to update the Clause to redefine "related to" as "activities directly linked to, or supporting Designated Countries in Columns II & III."

33c. (3) How does this requirement relate to the export-control and sanctions regimes (ITAR, EAR, OFAC) already governing these interactions? If a proposed activity is fully compliant with those regimes, what criteria will NASA apply in granting or withholding approval?

NASA will evaluate and approve activities directly related to or supporting Designated Countries Columns II and Tier III on a case-by-case basis and based on national security and foreign policy considerations.

33d. (4) What confidentiality protections apply to customer identities and terms disclosed in approval requests?

NASA will handle data in accordance with its conspicuous restrictive marking but reserves the right to review it with all need-to-know parties.

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34. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Paragraph (c) grants NASA a discretionary veto over segments of the Contractor's international customer base beyond what U.S. law requires, on an unpublished and mutable list, with no criteria or timeline. International customers require contractual certainty before committing to multi-year missions; an unbounded approval right is a sales impediment competitor on foreign platforms do not face, and it will be priced into every proposal. Will NASA incorporate the list by dated reference;
- NASA maintains a list of Designated Countries currently found at the following url: <https://www.nasa.gov/wp-content/uploads/2026/08/designated-country-list-8-4-2026.pdf?emrc=ddb90>. This list, which was last updated on August 4, 2026, is updated frequently. The latest iteration of this list can be found at [OIIR Export Control and Interagency Liaison Division \(ECILD\) - NASA](#). The countries listed are designated as requiring additional guidance, review, and approval by NASA based on national security and foreign policy considerations. NASA retains the right to evaluate and approve any commercial activities directly related to or supporting Designated Countries Columns II and Tier III.
- 34a. define "related to" narrowly (direct participation in Destination activities by a designated-country government or national);
- NASA intends to update the Clause in the final RFP to redefine "related to" as "activities directly linked to, or supporting Designated Countries Columns II & III."
- 34b. deem approved any activity authorized under applicable export-control and sanctions law absent written CO objection within a stated period;
- NASA retains the right to evaluate for approval any commercial activities directly related to or supporting Designated Countries Columns II and III.
- 35c. and protect submitted business information under standard proprietary-data safeguards?
- NASA will handle data in accordance with its conspicuous restrictive marking but reserves the right to review it with all "need-to-know" parties.
35. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - National-security customers — U.S. and allied — are a material segment of the projected commercial LEO market. Ambiguity here directly reduces addressable revenue and creates interagency friction NASA presumably does not intend.
- 35a. (1) Please define "Military Operations" in paragraph (c)(1). The parenthetical exclusions (Recruiting, Humanitarian, Science, Training) produce anomalous results as written — military recruiting content is excluded from the prohibition while, e.g., a defense-funded materials-science experiment may or may not be, depending on whether "Science" is read as excluding it.
- Military Operations in this context is related to military activities for other than commercial, peaceful or utilization related purposes. Defense funded materials-science would be excluded as a utilization or science related activity, as long as it is not a military operation.
- 35b. (2) Will utilization of the Destination by U.S. Government national-security customers (DoD, other agencies) constitute "Military Operations" requiring NASA approval? If so, please explain the basis for one agency's contracting officer gatekeeping another U.S. agency's lawful use of a commercial facility.
- Yes – Military use of the destination would require CO approval.

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35c. (3) Many international astronauts are serving military officers, and allied-government research is frequently defense-ministry funded. Does flying a foreign air force officer as a customer crew member, or hosting allied dual-use research lawful under U.S. export control, trigger the prohibition?

Flying a foreign air force officer as a customer crew member, or hosting allied dual-use research lawful under U.S. export control does not trigger the prohibition; however other restrictions (e.g., seeking NASA approval for activities directly linked to, or supporting Designated Countries as required under the final RFP) may apply.

36. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Paragraph (d) requires a formal letter to the Contracting Officer for any activity or communication that "appear[s] to conflict" with the clause, with no decision criteria, no response timeline, no deemed-approval mechanism, no confidentiality commitment, and no stated path to the Disputes clause. (1) The trigger is self-judging — given the vagueness of the underlying standards (Items A-2, A-11), contractors will over-submit and the CO becomes a bottleneck for routine commercial content. (2) Live broadcasts, real-time crew communications, and social media cannot be pre-cleared letter-by-letter. (3) Approval requests will contain competitively sensitive customer information. First and foremost, will NASA please make adjustments to the scope and types of activities governed by this clause, following that update, replace per-item letters with an annual (or per-increment) approval of categories of activities and communications through DRD CLDC-009, with individual submissions reserved for items outside approved categories; commit to a decision within a stated period (e.g., 15 business days) with deemed approval thereafter; state that approval will not be unreasonably withheld and will be based on enumerated criteria; protect submissions as proprietary; and confirm CO determinations are subject to the Disputes clause.

NASA plans to make updates to this clause in the final RFP. NASA intends to update the clause to clarify that Contracting Officer Approval is only required under paragraph (c), related to use for military operations or designated countries. NASA also expects to update the Communications clause in the Final RFP to define criteria for NASA coordination of live broadcasts, real-time communications, social media, and other media-related products.

37. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Please clarify paragraph (b) The clause requires conformance with "NASA Policies" and other documents.

37a. (1) "NASA Policies" encompasses hundreds of directives written for Government activities; please identify the specific policies intended to apply to commercial operations.

NASA plans to update the clause to remove NASA policies

37b. (2) Will the applicable versions of the various documents be incorporated by date, with subsequent changes handled under the Changes clause with equitable adjustment?

Contractors shall refer to the latest guidance as they determine their commercial activities. Changes to the references listed in paragraph (b)(1) and (b)(2) are not expected; however, any necessary changes would be handled post award.

37c. (3) "U.S. Treaties" bind the United States, not private parties directly; restate as compliance with U.S. laws, regulations, and license conditions implementing U.S. treaty obligations.

NASA plans to update the clause to clarify the requirement under paragraph (b)(1) as follows: Comply with U.S. Laws, U.S. Regulations, and license conditions implementing U.S. Treaty obligations, and Contract Requirements.

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38. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Requiring all Destination content to follow NASA Media and Branding Guidelines is inappropriate where the content neither uses NASA identity nor depicts NASA personnel or payloads — e.g., a foreign customer's product advertisement filmed in a commercial module. Recommended change: Limit (b)(2) to content that uses NASA insignia, identity, or imagery or depicts NASA personnel or payloads, consistent with 14 CFR Part 1221; revise (b)(5) to clearly state that NASA insignia, emblems, and identity may be used only as authorized through the TIER (DRD CLDC-203) and CAMP (DRD CLDC-009) processes.
- NASA is requiring Contractors and Destination users to follow Section (b)(2) "Follow NASA Media and Branding Guidelines" at all times. NASA also plans to update paragraph (b)(5) to clarify NASA insignia, emblems, and identity may be used only as authorized through the DRD CLDC-203 Tactical Increment Execution Report (TIER) and CLDC DRD CLDC-009 Commercial Activities Management Plan process.
39. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - The Contractor must "ensure" the conduct and content of non-Government astronauts, customers, and their downstream media — parties whose real-time speech and behavior it cannot fully control. The clause states no compliance standard and no remedy structure: is a private astronaut's spontaneous political remark on a live downlink a contract breach, and with what consequence? Recommended change: Adopt a compliance standard parallel to that requested for the cross-waiver clause: the Contractor satisfies this clause by incorporating conforming requirements into its customer contracts, crew agreements, and codes of conduct and by taking commercially reasonable enforcement measures; individual third-party noncompliance despite such measures is not a Contractor breach. Specify remedies as notice-and-cure and corrective action and confirm content-related noncompliance is not a basis for termination for default absent material, willful, and uncured violation.
- NASA is not dictating how the Contractor will satisfy this requirement. The Contractor shall develop a process to ensure the requirements are met to the best of their ability whether that is through the Contractor's enforcement of its own commercial agreements, including the Contractor's implementation of CLDC-129 Crew Code of Conduct, which also requires remedies for subject remarks, or some other process.
40. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - We request NASA assess this clause against the CLD program's stated objective of a commercially viable LEO economy in which NASA is one of many customers. Content, conduct, and customer-base controls of this breadth (i) will be priced into FFP proposals, (ii) will deter the private capital the program's affordability depends on, and (iii) hand a marketing advantage to non-U.S. platforms whose customers face no equivalent controls — a perverse outcome for a clause whose purpose is protecting U.S. interests. A proportionality principle in the clause — restrictions apply only to the extent necessary to protect the enumerated interests — would materially improve the balance.
- The Government acknowledges the Offeror's concerns regarding private capital investment and global competitiveness and concurs that the overarching goal of the CLD program is to foster a robust, commercially viable LEO economy. In response to industry feedback, NASA has assessed the Commercial Activity clause and plans to incorporate clarifications and minor updates. NASA has an obligation to protect the national security, foreign policy, and public interests of the United States. The purpose of this clause is not to arbitrarily restrict commercial operations, but rather to establish a framework for identifying activities that may conflict with NASA's obligations. The clause provides Offerors with the clarity required to price their FFP proposals and secure private investment, while ensuring the Government fulfills its oversight responsibilities.

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41. DRFP Section H, COMMERCIAL ACTIVITY GUIDANCE - Recommend NASA add the following text to this clause:
"Nothing in this clause restricts communications or disclosures required or protected by law, including safety reporting, whistleblower disclosures, communications with Congress, and disclosures required under securities laws."

NASA plans to update paragraph (b)(7) of the clause in the final RFP to clarify that this does not prohibit whistleblower communications.

THEME: CONTRACT TYPE

42. Implementation Partners are not included in the DRFP. We request the inclusion of Implementation Partner wording and category in the partnerships section.

The term "implementation partner" is not utilized in the CLDC contract. The specifics of the Instructions and Evaluation criteria related to sub-contractors are in the draft CLDC RFP Section L and M.

43. RFP Recommendation - Inclusion of language from 41 U.S.C. Chapter 83 or FAR Part 25 that prioritizes "Buy American."

NASA's requirement for United States Commercial Providers is outlined in H.8 UNITED STATES COMMERCIAL PROVIDER AND DOMESTIC SOURCE CRITERIA. FAR 52.225-1 does not apply to Services.

44. The Draft RFP cover letter states that "This competitive acquisition will result in a Multi Award In-definitive Delivery, Indefinite Quantity (IDIQ) contract ..." Does NASA intend to issue an initial task order for all of CLIN 1 to all successful bidders at contract award? If not, can NASA provide insight into their plans for initial task ordering and subsequent RFTOPs?

Yes, NASA will award Task Order 1 to all successful offerors at contract award.

45. Respectfully recommend NASA consider a Private-Public Partnership for the CLDC acquisition. While typically in public policy discourse, we refer to the "public-private" model. Framing the CLDC efforts as a "Private-Public" Partnership highlights a commitment to the President's goals and the view that there is no reason for the United States Government to take on all the risk associated with development of these platforms. the President's objectives through government investment and public policy. To maximize the planned CLD Program funding, recommend a cost-sharing structure that incentivizes co-investment by industry partners. Specifically, recommend NASA adopt the Advanced Reactor Demonstration Program (ARDP) cost-sharing model utilized by the Department of Energy. As in the ARDP model, NASA should implement a 2:1 cost-matching ratio, where for every \$1.00 of industry partner investment, NASA provides \$0.50 in milestone-based funding. This model ensures that selected partners are commercially viable entities rather than companies solely reliant on government subsidies. Just as the Department of Energy was able to write an acquisition model and contract structure that supported the growth of private investment to meet U.S. national objectives in nuclear energy, so too can NASA utilize this model to meet its goals.

NASA has evaluated multiple approaches to the CLD effort and has determined, based in part on industry feedback, that use of a contract under the current approach is in the best interest of NASA.

46. For the CLIN Phase 2 RFTOP, may offerors modify the technical scope of their proposed system beyond transportation-related changes and additional enhancements? If so, what limitations apply?

As stated in H.2 TASK ORDERING PROCEDURES - SUPPLEMENT, "If contractors make changes to their technical scope, they are required to provide sufficient detail for NASA to determine if the required justification to the previously accepted CLDC services and/or a CLDC Configuration Change (e.g., a new Configuration) is reasonable."

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47. Does NASA anticipate a minimum number of Standard Service Mission task orders for contractors selected for CLIN 2 Phase 2 or are all CLIN 3 task orders issued solely at the Government's discretion?
NASA's minimum buy is 4 missions, which shall include at least 2 standard missions, allowing providers 2 early missions of incremental capability as part of CLIN 3. NASA plans to update the RFP to indicate that there will no longer be any mission task order content in CLIN 2. All missions after minimum buy are expected to be standard.
48. When is CLIN 1 task order ATP expected relative to award of the basic IDIQ MAC?
NASA will issue the CLIN 1 Task Order with signing of the contract. NASA plans to update the Final RFP in Section L to include a model task order.
49. Commit to multi-year funding and contracting horizons including clear long-term anchor-tenancy commitments.
NASA is not pursuing an anchor tenancy under this contract.
50. Under NFS 1852.232-80 and 1852.245-73 - Ask: (a) Please confirm NF 533 contractor financial management reporting does NOT apply to this FFP contract (it appears only within the property clause's estimation language). (b) Please confirm property reporting (NF 1018/CHATS/NESS) applies solely to Government-furnished property identified in Attachment J-13, and not to Contractor-owned CLDS assets or Contractor-acquired equipment purchased at its own expense under FFP CLINs.
The NF 533 Contractor Financial Management Report does not apply to this FFP contract. Property reporting (NF 1018/CHATS/NESS) outlined in NASA FAR Supplement 1852.245-73 applies to Government-furnished property identified in Attachment J-13.
51. DRFP Section H, TASK ORDERING PROCEDURES – SUPPLEMENT - Request for information/clarity:
- 50a. (1) Does NASA have a target window for issuing the Phase 2 (CLIN 2) RFTOP, or is timing purely triggered by each contractor's IPR completion? NASA anticipates issuing a CLIN 2 RFTOP approximately 18 months after contract award.
- 50b. (2) More broadly, can NASA clarify assumptions on the transition schedule from CLIN 1 to CLIN 2?
NASA's expectation is to move quickly through CLIN 1 and issue a CLIN 2 RFTOP approximately 18 months after contract award. This will be reassessed as part of RFTOP development and CLIN 1 readiness.
52. DRFP Section H, IDIQ MINIMUM GUARANTEE SUPPLEMENT & CONDITIONS - Ask: How will the offeror-proposed Certification Commitment date be treated in evaluation? Specifically, is a later, higher-confidence date evaluated less favorably than an aggressive date protected only by the two-year grace period? Clarity prevents a race to unrealistic commitment dates that later erode guaranteed minimums.
The Certification Commitment date is covered in TA.1 System Architecture in the IMS. "NASA will evaluate the impact and ensuing risk to the Government as it relates to the demonstrated understanding, completeness, reasonableness, safety and feasibility of each proposed Technical Approach." "Approaches that demonstrate an IMS, architecture and assembly plan with a highly credible and resilient path to providing the Standard Mission capability, while explicitly defining and maintaining realistic schedule and risk margins may be evaluated more favorably if it is determined to be advantageous to the government."

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53. DRFP Section E, NFS 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS - Ask: Will NASA agree to giving at least a 14-day notice prior to any type of audit/quality function listed in (d)? If so, please add that detail in the final RFP.
NASA will work with Contractors to give a reasonable notification of the quality assurance functions outlined in NFS 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS. (SEP 2025) (DEVIATION) however cannot commit to a definitive timeline.
54. MA.4 Work Plan, Milestone Tailoring - Can commercial design reviews replace NASA lifecycle reviews? Critical to commercial execution strategy. Ask: Clarify the use of the commercial product life cycle approach vs the traditional NASA NPR 7123.1 approach.
The entrance and exit criteria outlined the CLIN 1, 2 and 3 milestones are what NASA has determined is necessary to support performance-based payments and appropriate insight into DDT&E and Mission readiness. However, J-11, Certification Work Plan and J-12, Mission Service Work Plan are tailorable. The Offeror may propose to combine and/or modify content including proposing the use of alternative commercial milestones that provide the same insight and deliverables outlined in the RFP.
55. DRFP Section B, NFS 1852.216-78 FIRM-FIXED-PRICE - While STANDARD SERVICE MISSION A & B explicitly include a note saying, "Offerors may N/A the Service Mission x pricing table or specific years if proposal does not include this configuration or the service is not available yet.", the STANDARD SERVICE MISSION C does not include that note. This would mean standard service missions are required to start in 2029. Ask: Clarify if the note applies to all service missions, or only to CLIN 3A & CLIN 3B.
NASA does not intend to require a Standard Service to be available in 2029 and plans to allow for the Contractor's architecture and plans to dictate when they can perform the Standard Service. The note is to explain that the Contractor can offer a Mission A and/or Mission B in the interim prior to meeting the Standard Service requirements. The Contractor can also offer a Mission Type A or B for the lifetime of the contract, but NASA intends to procure a Standard Service once it is available.
56. DRFP SECTION I, NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA - Ask: Does this restriction also apply to activities with organizations from Taiwan?
The definition of "China" or "Chinese-owned company" does not include Taiwan. However, any organization or individual, regardless of nationality, may be subject to the restrictions if they are representing China or a Chinese-owned company. For instance, if an individual or organization, whether Taiwanese or American, were employed by or otherwise representing China or a Chinese-owned company, the restriction in NFS 1852.225-71 would apply.
57. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS - Contract type for CLIN 3. Page 7 states all IDIQ Task Orders shall be FFP. Page 8 states all Mission Services prices are Not-to-Exceed (NTE) prices, implying other than FFP. Ask: Please clarify the contract type for CLIN 3.
The contract type for CLIN 3 is Firm Fixed Prices that are Not to Exceed the prices in the table. Contractors can always offer lower prices at the RFTOP for each mission.

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58. DRFP Section H, ON-RAMP - Please clarify how NASA will accommodate the on-ramp and development of new transportation providers/capabilities in support of CLDP. Is the intent that if Offerors wanted to include new entrant transportation capabilities as part of their services, the associated development and certification must be captured along with the Destination's within CLINs 1 and 2? Please provide as much detail as possible on how NASA envisions this scenario working in practice, including how this would be evaluated during source selection.

NASA has evaluated industry feedback in this area and no longer requires proposals to include new transportation vehicle certification costs in the CLIN 2 pricing but instead plans to request high level data about the offerors' transportation certification and development approach for new vehicles including estimated costs as part of the Letters of Intent. NASA does expect delta certification for heritage vehicles first flown under end-to-end service to be included in the pricing. NASA plans to request estimated new vehicle certification in the letter of intent but it will not be included in the end to end pricing.

59. DRFP Section H, ON-RAMP/OFF-RAMP - If an Offeror proposes development and certification of new transportation providers in CLINs 1 and 2 as a means to de-risk the industry-recognized transportation bottleneck, but this then inflates their Total Evaluated Price due to the significant inherent cost associated with transportation vehicle development, how will NASA normalize evaluation between an Offeror that proposes this and one that does not?

NASA has evaluated industry feedback in this area and no longer plans to require proposals to include New transportation vehicle certification costs in the CLIN 2 pricing but instead plans to request high level data about the offerors transportation certification and development approach for new vehicles including costs to be provided in Letters of Intent. NASA does expect delta certification for heritage vehicles first flown under end-to-end service to be included in the pricing. NASA plans to request estimated new vehicle certification in the letter of intent but it will not be included in the end to end pricing.

60. DRFP Section H, ADJUSTMENTS TO LAUNCH SCHEDULE states: "The standard launch window will be defined by NASA establishing the initial window for each mission at ATP." This does not give the Contractor the flexibility to consider other customer needs in setting a launch window. In order to be responsive to the market in a commercial enterprise, the Contractor should set the initial window jointly with NASA.

NASA plans to update the Final RFP to clarify that the launch window will be jointly agreed to as long as it meets the objective of the contract to provide NASA continuous services in LEO.

61. DRFP Section H, TASK ORDERING PROCEDURES – SUPPLEMENT - Will the Phase 2 RFTOP be issued to all Phase 1 contractors simultaneously on a NASA-determined date, regardless of each contractor's individual progress against its proposed J-11 schedule?

CLIN 2 RFTOP will be issued simultaneously to all CLIN 1 awardees to propose to at Contract Award + 18 months.

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THEME: CREW SELECTIONS/COMMANDER

62. SOW 3.3 Mission Services Description (CLIN 3) - CLDs can't confidently sell the high-value Commander seat when NASA crew is on the CLD, since NASA requires rights of first refusal of the Crew Commander for each service mission. The commander seat is the most valuable commodity CLDs can offer, and NASA should never interfere with that market. NASA can work around this by having a NASA crewmember be commander of the NASA crew and take direction from MCC-H on matters that do not involve other parties. But don't take away the CLD's most valuable asset.

NASA plans to update the Final RFP to clarify the intent of NASA's first right of refusal for the Crew Commander Role. For Crew safety, NASA maintains the need to ensure the Crew Commander is qualified and plans to allow the Contractor to propose a Non-USG Crewmember as the Crew Commander role for a mission.

63. SOW 1.8 Definitions of Crewmembers - Is it the intent of this table to list the only types of crews that NASA will allow on the CLD? If so, if a crew member is not USG, retired USG, or sovereign crew, they must be a "passenger" with "little to no responsibility to perform any mission task." If that table is intended to be all inclusive, it should add a category for corporate or academic crew doing research or mfg. on the CLD, a potentially significant market that NASA has no reason to restrict and every reason to encourage. If the table is not intended to be restrictive, language to that effect should be added for clarity.

SOW Section 1.8 Definitions of Crew Members is provided as an identification schema. Subsequent definitions are provided in SOW section 1.8.1 to identify Crewmember specific roles. Contractors who require crewmembers to have responsibilities shall propose crewmembers beyond the passenger roles and meet the specified training criteria related to the subject role.

64. SOW 2.20.1 Minimum Standards - Text: "Background check results show: No membership in organizations or participation in activities which adversely affect the confidence of the public or reflect unfavorably on NASA or NASA partner".

Ask: In its current form, this check has a large bandwidth for NASA to deny a crewmember. Please provide a more focused definition?

NASA does not plan to revise this definition. The language is intended to protect NASA and public confidence in the agency.

THEME: CROSS WAIVER

65. DRFP Section H, NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION - Why are "State Parties" be included in the exception to the cross waiver? Suggest they are included.

"States Parties" are not mentioned in any exception to the cross-waiver. If the question is why "Partner States," are not explicitly included in the cross-waiver, the "Partner State" terminology is specific to the cross-waiver for the International Space Station and is not expected to be applicable for Commercial LEO Destinations. However, it is expected that nation states who are contractor customers will meet the definition of Related Entity and will be included in the cross-waiver.

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66. DRFP Section H, NFS 1852.228-78 Cross-Waiver of Liability - section defines crew and cargo transportation as BOTH Launch Vehicles AND Transfer Vehicles. Please clarify the correct way to consider crew and cargo transportation and related domestic end product requirements? (6) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both. **For avoidance of doubt, for this contract, crew and cargo transportation vehicles are considered Launch Vehicles.** (13) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object. **For avoidance of doubt, for this contract, crew and cargo transportation vehicles are considered Transfer Vehicles.**
The intent of this language was to clarify that crew and cargo transportation may qualify as either a launch vehicle or a transfer vehicle under the definitions in NFS clause 1852.228-78 Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station (Sep 2015). NASA maintains that crew and cargo transportation could meet one or both of those definitions, depending on the circumstances. However, to avoid confusion, NASA plans to revise the clause.
67. DRFP Section H, NFS 1852.228-78 Cross-Waiver of Liability - section defines crew and cargo transportation as Launch Vehicles: "For avoidance of doubt, for this contract, crew and cargo transportation vehicles are considered Launch Vehicles." This causes confusion throughout our read, as elsewhere, Launch Vehicles are called out separately from CaVV and CVV. **Please clarify** in which cases throughout all documents, the phrase "launch vehicle" should also be taken to include "crew and cargo transportation vehicles." If this is only for the purposes of the Cross-Waiver, recommend stating that explicitly.
NASA plans to update NFS clause 1852.228-78 Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station (Sep 2015) to remove this statement. NASA recognizes that the terminology in the cross-waiver is not consistent with use of similar terminology throughout the draft RFP. The terms in the cross-waiver apply only to the cross-waiver, unless explicitly cross-referenced elsewhere.
68. DRFP Section H, NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION - "(d) Waiver of claims Between the Government and the 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 the Government waives claims only to the extent such claims exceed the maximum amount of insurance required under this contract. This reciprocal waiver of claims shall not apply to rights and obligations arising from the application of any of the other clauses in this contract, or to rights and obligations that are not Protected Space Operations as defined in paragraph (b)(9) above." **Recommendation:** Replace "the maximum amount of insurance required under this contract" with "the maximum amount of insurance required under paragraph (c) of the INSURANCE FOR DAMAGE/LOSS; INJURY/DEATH TO PERSONS AND PROPERTY THAT ARE NOT THIRD PARTIES clause (the \$2m Government-property cover)". This clarification is requested to know the specific maximum insurance from which the waiver will apply (i.e., not the \$500M insurance requirement for module launches).
NASA plans to update the RFP to clarify that NASA is waiving claims above the \$2M Government property insurance amount, not the \$500M insurance requirements for module launches (if applicable). NASA's waiver and insurance requirements supplement, but do not supersede, applicable insurance or claims waivers under FAA regulations.

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69. DRFP Section H, NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION - Question: As defined in Section (b)(1), "Agreement" includes any NASA agreement, contract, or "other NASA instrument" containing the 14 CFR 1266.104 waiver, "the cross-waiver in this clause, or another cross-waiver covering some or all of the Protected Space Operations." As drafted, the protected class extends to parties to NASA instruments the Contractor has no ability to identify, across all of NASA's portfolio, so long as the instrument contains "another cross-waiver" of any scope. How is the Contractor to determine, at proposal or at the time of an incident, which entities are Parties? Rationale: The Contractor waives claims against, and must obtain flow-down waivers protecting, a class of entities it cannot enumerate. This is not priceable and complicates subrogation waivers with insurers, who will ask for the protected class to be ascertainable. Recommendation: Limit qualifying instruments to those (i) related to LEO destination, crew/cargo transportation, or CLD-program activities, or (ii) involving flight on the same Launch Vehicle or presence on or at the CLDS; alternatively, commit NASA to maintaining and furnishing, on request, a list or category description of qualifying instruments. Clarify what "another cross-waiver covering some or all of the Protected Space Operations" means in operation when the third-party instrument's waiver is narrower than this clause.

NASA plans to update the definition of "Party" under clause NFS 1852.228-78 Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station (Sep 2015) to mean "a party to an Agreement involving activities in connection with a CLDS, including the parties to this contract."

70. DRFP Section H, NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION - Questions: The clause waives (and requires the Contractor to obtain waivers of) bodily injury and death claims by Non-USG Crew and Destination Commercial Customers, including their estates, survivors, and subrogees.

69a. (1) Does NASA intend these waivers to conform to the FAA's reciprocal waiver framework at 14 CFR part 440 (crew and space flight participant waiver forms) and the statutory informed-consent regime for space flight participants, and will NASA prescribe or approve a form of waiver?

69a. (1) NASA is not prescribing a particular waiver or informed consent form or format in DRD CLDC-210, Crew Specific Activities. The Contractors must meet applicable FAA and informed consent requirements separately. NASA's requirements are in addition to the FAA requirements.

69b. (2) Pre-injury waivers of wrongful-death claims by non-signatory heirs are unenforceable or restricted in several U.S. jurisdictions, particularly as to gross negligence. If a court later voids a waiver the Contractor duly obtained, does that constitute a "failure ... to extend the cross-waiver" under Section (c)(4)(v), exposing the Contractor to claims? Rationale: This is the first NFS cross-waiver in this clause family to narrow the natural-person exception; the standard 1852.228-76/-78 texts, the NLS II deviation, and the CCtCap deviation all preserve bodily-injury/death claims by natural persons categorically. The enforceability risk cannot be fully engineered away by the Contractor, and Section (c)(4)(v) as written converts a court's unenforceability holding into contractor liability. Recommendation: Add a safe harbor: the Contractor satisfies sections (c)(2) and (d)(2) with respect to any individual or customer by obtaining a written waiver substantially in a form approved by the Contracting Officer (or conforming to 14 CFR part 440), notwithstanding any later determination of unenforceability. Add "to the maximum extent permitted by applicable law" to the individual-waiver obligations and include a choice-of-law provision supporting enforcement.

69b. (2) NASA expects Contractors to endeavor to draft and execute waivers such that they are effective and legally enforceable. However, NASA does not consider the fact that a court determines such a waiver to be unenforceable to constitute a failure to flow down the waiver. The FAA requires similar waivers for SFPs and that the contracts for Private Astronaut Missions have similarly narrowed the natural persons exception, so precedent exists for this requirement.

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71. DRFP Section H, NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION - Questions: The Government waives claims "only to the extent such claims exceed the maximum amount of insurance required under this contract."

71a. (1) Please define the referenced amount: is it the aggregate of all coverages required by the companion insurance clause, a specific policy limit, and is it applied per occurrence, per mission, or in the aggregate over the contract term?

71a. (1) NASA plans to update the RFP to specify that the Government Property insurance requirement is on a per task order basis.

71b. (2) Below that threshold, is the Government's recovery limited to available insurance proceeds, or does the Contractor bear the amount from its own funds if coverage is unavailable, exhausted, or denied?

71b. (2) NASA is waiving claims above the insured amount. If coverage is unavailable, exhausted, or denied, the Contractor remains responsible for the repair and restoration up to the insured amount.

71c. (3) The waiver does not apply to "rights and obligations arising from the application of any of the other clauses in this contract." As written, this exclusion could swallow the waiver, e.g., Government property, inspection, and warranty clauses independently allocate loss. Please enumerate the clauses intended to survive or narrow the exclusion to specifically identified clauses.

71c. (3) The "rights and obligations arising from the application of any of the other clauses in this contract" language is standard. The cross-waiver does not supersede standard allocation of risk under the FAR and NFS. When in conflict, other rights and obligations under the contract take precedence over those set forth in the cross-waiver.

71d. (4) Confirm the waiver applies to Government property aboard the CLDS and Government-furnished property or identify the governing clause if not. Rationale: The (d)(1) structure imports the CSLA's insurance-then-waiver architecture into an NFS clause but each of the four ambiguities above changes the Contractor's retained exposure by orders of magnitude and directly drives the insurance program and price.

Recommendation: Restate (d)(1) to identify the insurance requirement by clause and coverage, state per-occurrence application, cap the Government's retained claims at required (not merely available) insurance, and replace the open-ended other-clauses exclusion with an enumerated list.

71d. (4) The waiver applies to Government property involved in Protected Space Operations, as defined in NFS clause 1852.228-78 Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station (Sep 2015).

THEME: DATA RIGHTS

72. FAR 52.227-14 RIGHTS IN DATA – GENERAL, (MAY 2014) (DEVIATION) - "Continued operations if desired" means hiring another contractor to run the CLD after a default termination. Even though this doesn't explicitly address property rights, it is de-facto step-in rights. This is highly anti-commercial as it will make private financing either unavailable or prohibitively expensive, as investors will understand that they will not control the CLD company's flight assets after bankruptcy. Without private financing, there is a huge risk to successful CLD development unless NASA is paying 100% of the costs which is highly unlikely.

NASA has evaluated industry feedback and will provide clarifications in the Final RFP.

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73. DRFP Section D - Ask: Please clarify how the Section D marking and packaging requirements align with the Section I data-rights and IP provisions and the data-type markings in the Integrated DRD. A single, consistent marking scheme across these documents would prevent conflicting handling instructions.
Section D marking and packaging requirements require a unique identification number to identify and track the hardware. In contrast, the IP clauses require marking for the purpose of identifying rights in data. The two types of markings are distinct with distinct functions, not inconsistent marking schemes.
74. DRFP Section I, FAR 52.227-14 RIGHTS IN DATA - Ask: We request a reconsideration of the application of 52.227-17, this is not a contract for the "production or compilation of data for the Government's own use". There is a broader purpose for this contract and despite the potential application for the noted purposes in 27.405-1, this data isn't solely for those purposes. Moreover, Commercial entities typically endeavor to avoid indemnifications like those in special data rights. If 52.227-17 is mandatory, the scope of application of the clause should be limited to activities in which the government has material participation as there will be other participants aboard the Destination with competing authorship rights.
NASA plans to update the final RFP to provide clarifying language that NASA's rights outlined in FAR 52.227-17 RIGHTS IN DATA-SPECIAL WORKS in research and mission data is limited to USG research and research-related mission data and does not extend to CLD customer data.
75. DRFP Section H, GOVERNMENT'S RIGHT TO REMOTELY-SENSED DATA - The CLD contractor can agree to consent for the station but may not be able to guarantee consent for transportation suppliers.
Ask: We request a modification of the clause to require best efforts only for transportation supplier data.
NASA does not plan to update the requirements; however, NASA recognizes potential challenges and will work this on a case-by-case basis. The Offeror needs to flow down NASA's requirements to their subcontractors as applicable.
76. DRFP Section H, MINIMUM DATA RIGHTS TO THE GOVERNMENT table - "Data first produced in performance of the contract that does not fall into another rights category". **Recommend** changing the residual catch-all so uncategorized data defaults to Limited / Restricted, not to Unlimited.
NASA recognized the ambiguity in the catch all category and plans to delete for the Final RFP.
77. DRFP FAR 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007) - "(b) Allocation of Rights. The Government shall have- (1) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract..." **Question:** Is CaVV flight telemetry and vehicle performance data Limited Rights data? i.e., not Mission Data within the Special Works category.
General CaVV telemetry data is limited rights except for the specific mission data (see DRD CLDC-126 Science Data Management Plan) associated with USG research manifested on the vehicle such as Powered Middeck locker performance data, pressurized environment data, etc. See DRD CLDC-126 Science Data Management Plan for additional information.
78. DRFP Section H, MINIMUM DATA RIGHTS TO THE GOVERNMENT - In the table at page 53, would NASA consider revising the leftmost box of the last row, to read "Data first produced in the performance of this contract exclusively at Government expense that does not fall into another rights category" to be in compliance with FAR 52.227-14.
NASA recognized the ambiguity in the catch all category and plans to delete for the Final RFP.

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THEME: DRDs

79. DRD CLDC-212 Crew Accommodations Plan is incorrectly referred to as "Unique Payload interface Control Document". Correct DRD for the Unique Payload ICD is -209. CLDC-212 is the Crew Accommodations Plan. NASA plans to correct the DRD numbering callouts in the final RFP.
80. Please clarify the intent for the Contract Fraud Reporting for the function of the Safety and Mission Assurance Plan. Is this function for S&MA or Contracts?
Contract Fraud Reporting within the S&MA Plan addresses fraud, malpractice, or serious misconduct that relates to Safety and Mission Assurance activities, including falsification or manipulation of safety-critical data, test results, inspection records, supplier certifications, or other quality or safety documentation. This requirement supplements, and does not replace, the broader mandatory disclosure obligations defined in FAR 52.203-13. NASA plans to update DRDs CLDC-115.1 Destination S&MA Plan, -115.2 CVV S&MA Plan, and -115.3 CaVV S&MA Plan in the final RFP to clarify this intent.
81. The initial submission for DRD number CLDC-014 Security Requirements for Unclassified IT Resources is due at phase-in. Since there is no specifically identified phase-in for this CLDC, when is this document due?
NASA plans to make updates in the final RFP to clarify that all of the phase-in wording for CLDC-014 Security Requirements for Unclassified IT Resources will be replaced with Contract Award.
82. DRD CLDC-001 Integrated Master Schedule (IMS) - Ask:
82a. (1) Post-certification (operations phase), may IMS delivery align to the QPR quarterly cadence rather than monthly?
82a. NASA requires the DRD CLDC-001 Integrated Master Schedule monthly.
- 82b. (2) What IMS format and schedule-health expectations (e.g., DCMA 14-point equivalent) and Schedule Risk Assessment methodology does NASA anticipate?
82b. Format: Native Schedule File and the Schedule Risk Assessment shall be delivered in Microsoft Project format and/or NASA approved format. The SRA shall be accomplished using a standard probabilistic management tool with Monte-Carlo functionality. The results of the SRA must include the probability of meeting contractual deliveries and milestones in histogram/S-curve formats.
83. Ask: May the quarterly CLDC-121 submission be satisfied through the QPR S&MA data package to avoid duplicate reporting of the same nonconformance data?
Yes, the quarterly CLDC-121 nonconformity and review board status reporting can be included in the QPR S&MA data package. NASA agrees that duplication of the nonconformance data is not necessary.
84. DRD Structure - Ask: Please confirm which CDRLs are priced within CLIN prices versus separately orderable, and whether DRD tailoring may be proposed via the Model Contract (Volume V) consistent with the tailoring instructions in Attachment J-11.
All DRDs should be priced per CLIN applicability outlined in Attachment J-02, DRD Section 2.1. Some are specific to a CLIN and some support the entire contract scope. DRD submittals should align with what DRDs the government has identified as DRDs in the DRL. Tailoring of the specific content may be allowed based on the specific DRD instructions.

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85. DRD 6.0 DATA REQUIREMENTS LIST (DRL) - The DRD table defines a large number of reviews with many category 1 and 2 documents requiring NASA approval, which is not aligned to the Insight Management Plan (CLDP-PLN-3016_RevA (Draft)) that describes more insight and no/less oversight: "NASA's commercial engagement approach balances oversight activities with adaptive, risk-based insight activities as systems develop and operations mature based on a collaborative partnership with the commercial provider."
Ask: Reduce the number of reviews and the number of documents per review.
Based on NASA experience, NASA has targeted specific areas that are high risk areas where early feedback is necessary to ensure the provider can efficiently affect the design prior to data delivery for verification events. It is NASA's experience that design changes after these events are more costly and can drive development schedules. NASA plans to keep these DRDs as deliverables in the Final RFP. Regarding the reviews, per the J-11 instructions, offerors "may propose tailoring and submit the Certification Work Plan as Attachment J-11. The proposed tailoring may adjust timing, entrance and success criteria, or combine and consolidate milestones as long as the content of the entrance and success criteria is captured in the tailored version."
86. DRD CLDC-209 Unique Payload Interface Control Document (ICD) - The [Unique Payload] ICD is classified as Data Type 1. The description does not mention that this is meant for USG Payloads only (e.g., as for the DRD Utilization Integration Plan, CLDC-124). If this targets all unique Payloads, a NASA pre-approval of those documents would not be in line with a commercial approach and might also be in conflict with agreements the CLD provider has with Payload developers.
Ask: Restrict definition of Unique Payloads to USG. NASA cannot have approval of commercial IP, commercial providers have a requirement to ensure safety and compliance and therefore NASA engagement in third specification is overly invasive.
NASA plans to implement the update. However, NASA is not requesting approval authority on non-USG Payload IRDs/ICDs unless there is an exception or waiver that could impact crew or vehicle safety, NASA mission allocations or USG payloads.
87. DRD 6.0 DATA REQUIREMENTS LIST (DRL) - Text: For CLDC-102 "B / F+60d" at CBR milestone. The plan might change up to CDR (design freeze) to account for design changes. Even after CDR the plan might need adaptations due to RFDs/RFWs, everything configuration controlled and properly communicated to all stakeholders. Ask: We suggest removing "F+60d" at CBR and adding an "F" at DCR.
NASA evaluated these comments and plans to update the submission frequency of CLDC-102 Verification, Validation, and Certification Plan (VVCP) to Draft at Certification Baseline Review (CBR), Baseline at PDR and Final at CDR.
88. DRD CLDC-102 Verification, Validation, and Certification Plan (VVCP) - The Certification Plan may be Data Type 1 or 2, but the V&V Plan should be Type 3 to allow for adaptation as required to optimize sequence of activities without a major overhead in administration. The V&V plan will continuously be upgraded until CDR, though under strict configuration control. Ask: Please consider our recommend data type level adjustments.
NASA plans to update CLDC-102 Verification, Validation, and Certification Plan (VVCP) to clarify expectations. Draft of the plan will be due at CBR, Baseline is expected at PDR, and the final version at CDR. The V&V plan is critical to establish a partnered approach to verification and it is understood that updates will be necessary potentially after CDR which may be incorporated through the VCN process or a resubmittal of the DRD, as jointly agreed to.
89. DRD CLDC-212 Crew Accommodations Plan - Ask: The "Crew Provisions Hardware List.pdf" link embedded at the end of this DRD does not open. Please provide the file or a working link.
The document will be provided as part of the technical library for the final RFP.

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90. DRD CLDC-102 Verification, Validation, and Certification Plan (VVCP) - For certification, NASA discusses that delta-certification will be required for existing Visiting Vehicles.
Ask: (1) How does NASA intend to handle future VV? (2) Since NASA crew will likely utilize new vehicles, will NASA perform their own certification? (3) Will NASA expect new VV to use the CCT 1130?
NASA plans for future certification of new Transportation Vehicles to be performed under other LEO Program contract avenues. NASA expects those vehicles will be certified to the unique requirements for Crew or Cargo Transportation systems.
91. DRD 2.2 Data Types - In general, our expectation is that Type 1 deliverables will be primarily under CLIN 1; CLIN 2 would have the majority of Type 2 deliverables, and CLIN 3 deliverables should be almost entirely Type 3. Type 1 data review and approval process is not specified.
Ask: Allow offerors to propose review and approval process for Type 1 deliverables in DRD CLDC-104, Insight and Collaboration Implementation Plan, including a limit on review cycles (avoiding "infinite loop" review). Type 2 data review process is too long and unconstrained.
Ask: Change from 45 calendar day to 20 calendar day review cycle. Allow offerors to propose a process to limit review cycles (avoiding "infinite loop" review) on Type 2 deliverables in DRD CLDC-104, Insight and Collaboration Implementation Plan. Type 3 deliverable information examples list is incomplete. Ask: Add "implementation products" to the list of Type 3 deliverable information.
Offerors may propose review process efficiencies to be considered by NASA. Based on experience, NASA does not plan to update the review timeline requirements for the Final RFP. The addition of implementation examples was not used as it would depend on the specific request if applicable. NASA has reassessed DRD Types and will provide additional updates in the final RFP.
92. DRD Data Type classifications (Type-1) - Currently 48 of 84 DRDs are Data Type 1 (NASA approval required).
Ask: We request NASA re-screen every Type-1 DRD: retain Type-1 approval ONLY for artifacts that establish certification acceptance artifacts and acceptance criteria or affect crew safety/mission assurance; reclassify implementation artifacts to Type 3. This reduces contractual complexity while preserving NASA certification authority.
NASA plans to reclassify many DRDs from Type 1 to Type 2 in the final RFP.
93. DRD CLDC-121 Nonconformity (NC) Reporting and Review Board Status - This DRD requires redundant information to what is being requested in CLDC-104, Insight and Collaboration Implementation Plan.
Recommendation: Delete CLDC-121 Nonconformity (NC) Reporting and Review Board Status and require information to be incorporated into the Insight and Oversight Plan. This reduces Contractor hours producing redundant data and DRDs and maintaining information in two places. A single DRD also provides higher visibility, single location access for all NASA insight and oversight.
DRD CLDC-121 provides detailed expectations for reporting Non-Conformances (NCs) to NASA. DRD CLD-104 provides a summary of expectations on what type of insight that NASA requires. The DRDs are not redundant and are intended to help the Contractor develop an integrated response.
94. DRD CLDC-122 Supply Chain Visibility (SCV) Reporting - This DRD requires redundant information to what is being requested in CLDC-104, Insight and Collaboration Implementation Plan. Recommendation: Delete CLDC-122 Supply Chain Visibility (SCV) Reporting and Review Board Status and require information to be incorporated into the Insight and Oversight Plan. This reduces Contractor hours producing redundant data and DRDs and maintaining information in two places. A single DRD also provides higher visibility, single location access for all NASA insight and oversight.
NASA evaluated these comments and does not plan to make changes to DRD CLDC-122.

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95. DRD 6.0 DATA REQUIREMENTS LIST (DRL) - CLDC specifies 84 unique DRDs, of which approximately 47 (~56%) are Data Type 1 (approximated as NASA defines inconsistent typing on seven DRDs per separate comment). Type 1 DRDs require NASA approval before release and implementation, carry no defined NASA disposition timeline, and are revisable only by contract modification. Both the volume of unique DRDs and the proportion as Type 1 are a substantial outlier against NASA's own commercial human spaceflight precedents: CCtCap carried 30 DRDs with 4 at Type 1 (13%), HLS Appendix P carried 56 with 12 at Type 1 (21%), and HLS Appendix H carried 37 with 4 at Type 1 (11%), making CLDC's Type 1 proportion over 2.5 times more than the highest comparator. On CCtCap, NASA appropriately reserved Type 1 almost exclusively for certification products — the Certification Plan, Verification and Validation, the Verification Closure Notice, and the Certification Data Package — while management, operations, medical, and administrative plans (which must iterate continuously during development) were delivered at Type 2 or Type 3. CLDC instead applies Type 1 broadly across those same categories. For a fixed-price commercial services acquisition with a constrained budget, each unique DRD drives cost and schedule burden and is inconsistent with the Program's emphasis on a balanced, risk-based insight approach. Each Type 1 DRD adds approval cycles and converts routine plan updates into contract modification actions, driving contractor cost, schedule, and ultimately price to NASA without providing materially more assurance. We strongly recommend that NASA re-assess the need for each unique deliverable and reserve the Type 1 designation for certification and safety-of-flight evidence, consistent with CCtCap, and re-tier the balance of management, operations, and administrative deliverables to Type 2 or Type 3. Additional comments are provided with recommendations for deletion and re-tiering of specific DRDs. We also recommend that NASA establish a defined disposition period for Type 1 DRDs (such as the xx days leveraged by CCtCap) with an escalation path and clarify that a pending approval does not constitute a hold on underlying technical work.

NASA plans to reclassify some DRDs from Type 1 to Type 2 and will work to achieve timely approval.

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96. The bulk of certification effort under this contract derives from the 104* standards and specifications enumerated in DRD CLDC-103 Table 1 and levied largely as "meet the intent of" through CLDP-REQ-1130. CCP experience showed adjudication of alternate standards to be a major cost, schedule, and effort driver. As drafted, the process presumes the NASA standard as the default and places the entire burden on the Contractor to justify departing from it — a framing inverted for a commercial service acquisition. Commercial providers maintain company standards applied across their full product lines for commonality, efficiency, and speed while preserving safety; the "need or motivation" for an alternate (CLDC-103 request Item 1) is therefore universal and self-evident, and adds nothing to an equivalency determination. Likewise, Item 4 (assessment of schedule/technical/risk impacts of implementing the NASA standard as prescribed) requires the Contractor to build a case against NASA's standard rather than demonstrate the adequacy of its own; whether the NASA standard would be burdensome is irrelevant to whether the alternate meets the intent. Repeated across up to 104 standards, these items impose substantial effort with no adjudication value. The process is also one-sided: every Contractor obligation is a "shall," while Government timing appears only as non-binding language ("NASA plans to," PLN-2000 App. E; "NASA expects," SOW 2.10.6), yet the NASA standard remains baseline until approval — the Contractor carries all risk with no NASA decision clock or remedy. The two governing documents are also internally inconsistent: DRD CLDC-103 and SOW §2.10.6 specify different required-item lists for the same alternate-standard request — CLDC-103 requires a need/motivation, technical overview, and meet/exceed rationale that §2.10.6 omits, while §2.10.6 adds documented areas of disagreement and separate Contractor and Government risk assessments absent from the DRD — and they disagree on who prepares the decisional package (the Contractor per CLDC-103; NASA and the Contractor jointly per §2.10.6). Recommendations: (a) Reframe adjudication in SOW 2.10.6, DRD CLDC-103, and CLDP-PLN-2000 App. E as a technical equivalency determination against the published meet-the-intent criteria (CLDP-STD-1140); delete Items 1 and 4 from the DRD CLDC-103 request package (and the corresponding Contractor risk-assessment item in SOW 2.10.6); and consolidate the CLDC-103 and SOW 2.10.6 provisions into a single governing description to remove the conflicting direction and duplicative submission. In harmonizing the two, we recommend resolving each difference to the least-burdensome option already present in NASA's documents — scoping the request to the minimum information needed for an equivalency determination, and adopting the shared, jointly-prepared decisional package described in SOW 2.10.6 (and the NASA-SME-prepared adjudication documentation described in CLDP-PLN-2000 App. E) rather than sole Contractor preparation — which reduces effort for both NASA and the Contractor. (b) Add a binding Government disposition commitment: NASA shall render a written disposition within [X] calendar days of receipt of a complete alternate standard request; absent timely disposition, the proposed alternate is deemed conditionally accepted for design purposes pending final adjudication, or the Contractor receives day-for-day relief to affected certification milestones. (c) Add an alternate pathway for approval outside of the NASA Control Board described in the DRD. For uncontested alternate standards, NASA SME approval should be sufficient; requiring 104 NASA boards (plus pre-boards) adds significant burden leading to schedule delays. *Count is as-written but note that ANSI S1.43-1997 is listed twice in the table, which should be corrected.

NASA evaluated these comments and plans to make updates to the SOW, DRD CLDC-103 and Attachment J-05 to clarify expectations. NASA recommends starting the adjudication process as early as possible. NASA proposes holding meetings shortly after contract award to discuss the alternate standards adjudication process expectations, and initiate coordination efforts. The Contractor can propose alternate standards to be adjudicated to all designated "meet intent" standards. NASA expects to collaborate closely with the Contractor to ensure an expedited standard adjudication process and will minimize number of NASA boards.

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97. DRD CLDC-103 requires the Provider to identify and defend their approach to implementing or meeting the intent of 104* "Applicable Standards" as they are listed as applicable in CLDP-REQ-1130 Section 2.1 Applicable Documents. However, this is not appropriate as not all of these standards carry the same weight or are invoked comparatively throughout CLDP-REQ-1130. For example, JSC 63414 Spacecraft Water Exposure Guidelines (SWEGs) is invoked in one single instance in CLDP-REQ-1130 as a reference metric. Adjudication of this can easily be handled at the requirement level (via VCN) vs in a DRD that carries other requirements such as adjudication at a control board level, which drives significant unnecessary administrative burden for both NASA and the Provider. By contrast, NASA-STD-6016 Standard Materials and Processes Requirements for Spacecraft is invoked wholesale via R.CLDS.196 and thus is more appropriate to be carried in DRD CLDC-103. This inconsistent application of weighting and invocation in CLDC-103 is further evident when comparing to CLDP-STD-1140 CLDP Technical Standards Design Evaluation, Appendix E - Applicable Standards Reference Matrix, in which there are only 52 "Applicable Standards" listed.
- Recommend that NASA align the list of Applicable Standards in CLDC-103 to CLDP-STD-1140 Appendix E.*Count is as-written, but note that ANSI S1.43-1997 is listed twice in the table, which should be corrected.
- NASA has evaluated the comments and plans to make updates to the SOW and DRD CLDC-103 to clarify expectations. The Contractor can propose alternate standards that meet the intent of NASA standards, where designated in the final RFP, for NASA adjudication. NASA expects to collaborate closely with the Contractor to ensure an expedited standard adjudication process and plans to minimize the number of NASA boards. NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA plans to update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update.
98. CLDC Draft SOW 2.10.5 (Verification and Validation), ~p.23 (affected deliverables: DRD CLDC-106; DRD CLDC-102 item 5b, p.61). SOW 2.10.5 provides that "the Contractor shall deliver to NASA Verification Closure Notices (VCNs) for CLDS requirements in accordance with DRD CLDC-106... The Contractor will consider a VCN closed only after NASA approval," and DRD CLDC-102 (item 5b) requires the Contractor's process to ensure "100% NASA closure prior to final mission readiness review." Together these make final mission readiness contingent on NASA completing its review and approval of a VCN for every CLDS requirement, yet establish no corresponding NASA review timeline, designated review authority, or remedy — every obligation runs to the Contractor. Because a VCN is required for each CLDS requirement across the full requirement set, and all must reach NASA approval before the final mission readiness review, an open-ended NASA review pace directly gates mission progress and leaves the Contractor to carry schedule risk for an activity NASA control.
- Recommendation. In SOW 2.10.5, pair the "closed only after NASA approval" rule with a reciprocal NASA review commitment specifying: (a) the designated NASA authority responsible for VCN disposition; (b) a committed Government review window — e.g., "NASA shall review and disposition each VCN (approve, or return with specific findings) within 5 working days of receipt"; (c) a mechanism for the Contractor to obtain review status; and (d) a remedy where NASA exceeds the window, e.g., day-for-day relief to affected certification and mission-readiness milestones. A bounded Government review commitment is consistent with existing NASA practice — NASA already commits to self-executing review windows for Type-2 data (45 calendar days under CLDC; 30 and 21 under HLS Appendices P and H) and defined a Government adjudication timeline for standards in HLS Appendix P (SOW 5.2.2.1). Extending the same discipline to the mission-gating VCN closure path preserves NASA's approval authority while removing an unbounded source of schedule risk.
- NASA evaluated these comments and does not plan to make changes to the RFP. Based on lessons learned from previous programs and to mitigate risks to crew safety and contract performance NASA will closely collaborate with the Contractor to expedite review and concurrence of verification once the full set of required evidence is made available to NASA and based on a jointly agreed to schedule.

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99. DRD 2.2 Data Types - Under the Data Type definitions (p. 3), Type 1 requires NASA approval prior to release, and "Contractually binding documents shall only be implemented or revised via a contract modification." A CM plan is a living document by design — it must be revised as the configuration baseline matures through design, certification, and operations. At Type 1, every routine update becomes a bilateral contract action, adding contract-modification cycle time to exactly the document that must track the current baseline. The issue is not the deliverable, which is clearly warranted; it is the tier.

Recommend Data Type 2. This preserves NASA's time-limited right to disapprove the plan and any revision before implementation — appropriate, since the CM plan governs control of the certified baseline — while removing the approval-before-release and contract-modification burden from a document intended to change. This matches direct precedent: under CCtCap, the Configuration Management Plan was delivered at Data Type 2 (Attachment J-02, Certification Baseline Review Data Package).

NASA evaluated these comments and plans to update the DRD to a Data Type 2. The statement "Contractually binding documents shall only be implemented or revised via a contract modification" is expected to be removed from the Data Type 1 definition.

100. Recommend deletion of DRD CLDC-007 Environmental Compliance Reports. The DRD creates no independent obligation: by its own terms it "is only applicable if the contractor is performing work at Johnson Space Center under this contract in accordance with Clause JSC 52.223-94, JSC Environmental Compliance (Feb 2025)," and the clause — not the DRD — is the source of any reporting duty. Its content and delivery path are likewise center-specific: reporting is built around JSC's internal environmental management system (JPR 8550.1; JPR 8553.1) and delivered annually to the JSC Environmental Management Office (JE111). That framework fits contractors operating at or for a NASA center; a commercial LEO destination provider develops and operates from its own commercial facilities, where environmental compliance is governed by applicable federal, state, and local law and the provider's own permits — not JSC's EMS. This deletion is consistent with NASA precedent on comparable commercial programs. Neither CCtCap (Attachment J-02) nor HLS (Appendix P or Appendix H data procurement documents) levied an environmental-compliance reporting deliverable, although both involved contractors with substantial facility and operations footprints; environmental compliance was handled through clauses and generally applicable regulation. Recommend deleting CLDC-007 accordingly; if NASA requires a residual mechanism for the contingency of on-center work, it should be triggered under Clause JSC 52.223-94 itself rather than carried as a standing DRD.

NASA evaluated these comments and does not plan to make changes to DRD CLDC-007.

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101. Recommend deletion of DRD CLDC-008 Small Business Subcontracting Plan and Reports. The DRD is fully redundant with the clauses it cites. The plan is not contract data — it is submitted with the proposal, approved pre-award, and per the DRD's own Scope "will become a part of the contract as Attachment J-08." The reporting is likewise mandated in full by clause: Individual Subcontracting Reports filed through the government-wide Subcontracting Plan Reports system in SAM.gov per NFS 1852.219-75, and the Annual Progress Report due within 15 days after each contract year per FAR 52.219-9(d)(10)(ii). Every obligation arises by operation of FAR 52.219-9 and NFS 1852.219-75, so deleting the DRD removes no obligation — only duplicative CDRL administration and a parallel channel for data NASA already receives.

Precedent supports deletion: both CCtCap and HLS Appendix P carried FAR 52.219-9 in the solicitation, yet neither CCtCap Attachment J-02 nor the HLS Appendix P/H Data Procurement Documents levied any small-business subcontracting deliverable — both administered the obligation through the clause alone. The DRD also mis-tiers: its detail form types it Data Type 1 while the DRL index lists Type 2, and Type-1 approval-before-release is inapt where the plan is already approved and incorporated through the FAR clause's own pre-award mechanism. Recommend deleting CLDC-008 and relying on FAR 52.219-9 and NFS 1852.219-75.

NASA evaluated these comments and plans to fix the Type discrepancy between the DRL and DRD sheet. NASA plans to keep CLDC-008 as a Data Type 1.

102. Recommend re-tiering DRD CLDC-129 Crew Code of Conduct, from Data Type 1 to Data Type 2 (Integrated DRD, p. 175). Type 1 requires NASA approval prior to release, approval of any deviation or change before implementation, and contract modification to revise binding content. NASA's operative per-mission safeguard already exists downstream: CLDC-210.3 delivers the signed Crew Code of Conduct for each crewmember at Data Type 3 (though note separate comment to fold into CLDC-129), no later than one month before each Operations Readiness Review. Approval-before-release on the management plan itself is therefore over-set relative to the risk it controls. Data Type 2 preserves NASA's protection — a time-limited right to disapprove — while removing an approval gate on a plan the Contractor must update as its commercial crew complement evolves. Prior programs are not direct precedent: neither CCtCap (Attachment J-02) nor the HLS Appendix P DPD contains a crew code-of-conduct deliverable, because NASA selected and managed crew on those contracts. CLDC inverts that responsibility, which justifies requiring the deliverable — but not Type-1 control of a contractor management-process document.

NASA is evaluating changes to the DRD type for all DRDs based on industry feedback and will provide updates in the Final RFP.

103. DRD CLDC-002 Commercialization Plan - Please confirm Item 12 reporting is limited to executed agreements for services in the categories NASA purchases, and that "the details" means the terms material to the price comparison under the accepted methodology. Where customer non-disclosure obligations apply, recommend that customer identity be allowed to be masked in the quarterly submission, with unmasked detail available to the Contracting Officer upon request. Sovereign and commercial customers will require confidentiality as a condition of contracting. A defined reporting protocol preserves NASA's enforcement data while keeping agreements signable.

NASA plans to update DRD CLDC-002 to clarify handling of the material submitted shall be in accordance with the contractor's markings and will only be shared with need-to-know personnel. NASA also plans to update Item 12 to outline the type of sales that are required to report on. Details of the agreement should be comprehensive to allow the Government to evaluate the data submitted.

104. Please provide a copy of JWI 1700.5 JSC Safety and Health Requirements: Non-IRB Human-In-The-Loop (NIRB-HITL) Testing.

NASA plans to provide the document in the Technical Library.

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105. Recommend DRD CLDC-116 Risk Management Plan (currently Data Type 1; Integrated DRD p. 135), be retained but reclassified to Data Type 2. The DRD itself anticipates a living document — Baseline at CBR, Final at PDR/CDR, and “updates as necessary thereafter” — yet Type 1 requires NASA approval prior to release and permits revision of contractually binding documents only via contract modification. Applying that regime to a plan that must evolve continuously with the program's risk posture over a decade-long crewed effort adds contract-administration friction without adding insight; Type 2 preserves NASA's disposition authority through its time-limited right of disapproval while enabling timely updates. This follows NASA's own precedent in comparable human-spaceflight service acquisitions. Under CCtCap, the Risk Management Plan was delivered as Data Type 2 within the Certification Baseline Review Data Package (Attachment J-02, DRD 102); under HLS, the Risk Management Plan is Data Type 2 in both Appendix P (DRD 1780MA-004) and Appendix H (DRD 1665MA-004). Every comparator retained this deliverable — deletion is not recommended — but none imposed approval-before-release control on it.

NASA evaluated these comments and plans to update the CLDC-116 Risk Management Plan to a Data Type 2.

106. DRD CLDC-117 Mishap Preparedness and Contingency Plan (MPCP) is Data Type 1 (Integrated DRD, p. 137). Recommend changing to Data Type 3. NASA's substantive mishap authority under this contract does not derive from the plan's data type: the Mishap Reporting clause (Section H) independently obligates prompt reporting, a contractor investigation of every reported mishap with NASA participation and all data and reports delivered within 15 days, impoundment of personnel, data, telemetry, and recovered hardware, and NASA's discretionary authority to investigate; the Government Insight clause separately provides for NASA participation in the Contractor's Mishap Investigation Board, including for non-NASA missions. This is the architecture NASA used on CCtCap, the closest crewed-program precedent: CCtCap levied no mishap or contingency DRD at any data type in Attachment J-02 — mishap preparedness and response were handled through Contract Clause H.26, Mishap Reporting, and a PWS-required Mishap Reporting and Investigation Plan (PWS 3.2.2.1, 3.3.2.2) that the Contractor provided, developed, and managed without NASA approval before release, while the Mishap Preparedness and Contingency Plan itself (CCT-PLN-1010) was a NASA program document, not a contractor deliverable. Data Type 3 retains structured NASA visibility beyond what CCtCap required — the plan is still formally delivered and "must satisfy all applicable contractual requirements" — while removing an approval gate under which routine currency updates to a living plan (call trees, rosters, recovery logistics, facility details) require NASA approval prior to release and contract modification to revise binding content. If NASA determines that a retained Government disapproval right over contingency and crew-recovery adequacy is warranted, recommend at minimum re-tiering CLDC-117 to Data Type 2, consistent with HLS Appendix P, which delivers the analogous plan (DRD 1780SA-003, Mishap Preparedness and Contingency Plan) at Data Type 2.

NASA evaluated these comments and plans to update the CLDC-117 Mishap Preparedness and Contingency Plan (MPCP) to a Data Type 2.

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107. Recommend deleting DRD CLDC-119 Micrometeoroid Orbital Debris (MMOD) Report - (MMOD Report, sub-items 119.1–119.3) and revising the first paragraph of SOW 2.11.5 to require the MMOD risk assessment in accordance with CLDP-REQ-1130 and the approved VVCP (DRD CLDC-102). The MMOD analysis is a requirement-verification activity: per the DRD's own Description/Use, it exists to "provide evidence that the flight system design will meet MMOD protection requirements in CLDP-REQ-1130" ([R.CLDS.383], [R.CLDS.415], [R.CLDS.467]). The corresponding verification statements (V.CLDS.383/.415/.467) already define the required analyses — Bumper-code PNP/LOV assessment anchored by hypervelocity impact testing — and require delivery of the resulting values, and closure of each requirement is documented in a Verification Closure Notice under DRD CLDC-106 (Data Type 1), which mandates NASA's full and open access to all supporting evidence and NASA final signature, with the underlying analyses further accessible under the Government Insight clause. MMOD is one of many safety-critical analyses (structural, thermal, fault tolerance) that verify CLDP-REQ-1130 requirements through this framework; levying a separate approval-gated deliverable for this single analysis duplicates the verification system's existing approval path and risks divergence between two approved baselines without adding assurance. This is consistent with precedent: CCtCap included no MMOD deliverable in Attachment J-02 — MMOD protection was carried as requirements and closed through the V&V Plan and VCNs — and HLS (DPD 1780/1665, DRD SA-004) treated the equivalent MMOD Report as Data Type 3 information, not an approval item. Deletion does not remove or reduce the MMOD analysis or NASA's visibility into crew survivability: the analyses and impact tests remain mandatory under CLDP-REQ-1130, and NASA retains approval authority at VCN closure — only the redundant standalone deliverable is removed. If NASA elects to retain the DRD for early-design visibility, it should be re-designated Data Type 3, consistent with HLS 1780SA-004.

NASA has targeted specific areas that are high risk areas where early feedback is necessary to ensure the provider can efficiently affect the design prior to data delivery for verification events. It is NASA's experience that design changes after these events are more costly and can drive development schedules. NASA plans to keep this DRD as a deliverable in the Final RFP.

108. Recommend deleting DRD CLDC-120 Jettison Plan - (Data Type 1 per the detail sheet, p. 147 / Type 2 per the DRL index — a NASA document inconsistency). Jettison — the deliberate release of objects on orbit — is an orbital-debris and public-safety matter that must be governed rigorously, but it is an operational governance process, not a design-verification analysis, and it has no corresponding CLDP-REQ-1130 requirement. The obligations it embodies are already imposed on the contractor by the invoked orbital-debris standards (USG ODMSP November 2019, IADC Guidelines February 2025, UNCOPUOS Guidelines 2010) and SOW 2.11.5, and individual jettison events are coordinated through real-time joint operations, not document-approval cycles; a standalone approval-gated Jettison Plan DRD adds a control layer without adding assurance. No comparator levied one: CCtCap carried no standalone jettison deliverable (jettisons appeared only as trajectory-event data within DRD 204, the Mission Resource Allocation Document), and HLS folded release-of-objects content into a single Data Type 3 deliverable (DRD 1780MP-001, ODARs and End of Mission Plan). Deletion does not relax any debris-mitigation obligation — the ODMSP/IADC/UNCOPUOS requirements and SOW 2.11.5 remain fully binding. If NASA wants the contractor's jettison risk-management planning retained as a standing deliverable, recommend it be incorporated as a section of the Safety & Mission Assurance Plan (DRD CLDC-115), which houses the contractor's system-safety and risk-management planning. A companion edits to SOW 2.11.5 would replace the CLDC-120 reference accordingly.

NASA has targeted specific areas that are high risk areas where early feedback is necessary to ensure the provider can efficiently affect the design prior to data delivery for verification events. It is NASA's experience that design changes after these events are more costly and can drive development schedules. NASA plans to keep this DRD as a deliverable in the Final RFP.

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109. Recommend deleting DRD CLDC-123 Destination Disposal Plan - (Data Type 1) as a standalone deliverable. Controlled destination disposal is unquestionably safety-critical — the end-of-life deorbit of a permanently-crewed station is a public-safety event that must be planned and executed rigorously — and this recommendation neither reduces that rigor nor NASA's authority over it. Controlled deorbit is a design requirement, [R.CLDS.821] Destination Deorbit, verified by analysis under [V.CLDS.821] and closed with NASA approval through the Verification Closure Notice (DRD CLDC-106); NASA's approval authority over the deorbit capability is therefore fully preserved at VCN closure. A separate approval-gated Type-1 disposal DRD duplicates that certification path — this is a deduplication, not a reduction of oversight. No comparator levied a standalone disposal DRD: CCtCap closed NASA-STD-8719.14 compliance ([R.CTS.083]) through verification with no disposal deliverable, and HLS delivered post-mission disposal and re-entry casualty risk within a single Data Type 3 deliverable (DRD 1780MP-001, ODARs and End of Mission Plan). Deletion does not relax the disposal obligation — [R.CLDS.821] and NASA-STD-8719.14 remain binding, and NASA retains approval at VCN closure. If NASA wants the residual disposal-planning content that a Verification Closure Notice does not capture — contingency-deorbit approach, mitigation of uncontrolled-reentry probability, and protection of the deorbit capability during partial-assembly contingencies — recommend it be incorporated as a section of the Safety & Mission Assurance Plan (DRD CLDC-115), which houses the contractor's system-safety and risk-management planning. A companion edits to SOW 2.11.5 would replace the CLDC-123 reference accordingly. **NASA has targeted specific areas that are high risk areas where early feedback is necessary to ensure the provider can efficiently affect the design prior to data delivery for verification events. It is NASA's experience that design changes after these events are more costly and can drive development schedules. NASA plans to keep this DRD as a deliverable in the Final RFP.**
110. We support the intent of DRD CLDC-203 Tactical Increment Execution Report (TIER) to provide NASA with timely, integrated insight into increment planning and execution and to inform the Contracting Officer's mission success determination and offers the following recommendation to strengthen that insight while simplifying implementation. First, we note a discrepancy: the DRL lists the DRD as Data Type "2/3," while the DRD header (p. 209) lists Data Type 2 only. We request these be reconciled using the construct NASA already established in DRD CLDC-202 MRAD (a Type 2 overall document with Type 3 data products): the TIER wrapper document — defining the report structure, content set, data sources and links, access instructions, and notification protocol — would be Data Type 2, while the data content within (items 1-8) would be Data Type 3. **NASA evaluated these comments and plans to make updates to DRD CLDC-203 Tactical Increment Execution Report (TIER) in the Final RFP. The Contractor can propose an implementation solution to improve efficiency of data submittal.**

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110a. We further request the DRD explicitly permit delivery of the TIER as an electronically accessible, continuously current dashboard, consistent with the DRD's own language (the TIER "defines and links to the real-time source data" and provides "access to the Contractor's source data repositories, customer interface summary dashboards, and metric reports throughout the duration of the Increment") and with CLDP-PLN-3016's requirement for readily available and intuitively usable access to Contractor tools and data systems. Under this construct: (1) the Contractor delivers the Type 2 wrapper per the existing schedule (Baseline at MIR, Final at MCR, update at ORR) and sends the Program Authorized Repository Upload Notification to the CO and COR when the dashboard is baselined and when it is final; and (2) the Contractor commits to implementing self-service subscription ("watch") functionality — similar to watching an issue in common tools such as Jira — enabling NASA-designated individuals to receive automatic notification when specific content of interest changes. Data Type 3 is appropriate for the data because NASA's substantive controls are preserved through the Type 2 wrapper, the TO-defined mission objectives and success criteria enforced via Clause Success Determination, milestone entrance/success criteria per SOW 2.2 and CLDP-PLN-2110, NASA's participation in elevated-risk decisions and review/approval of operational change products impacting USG operations per CLDP-PLN-2110 Section 6, and the fact acknowledged in this DRD that the data matures continuously.

No change to the DRD is planned and it is left to the individual offeror to propose how best to present the data within the scope of the DRD.

110b. Separately, we request the TIER content be scoped to USG interests. We recommend items 1-8 be revised to address USG crew, USG cargo/utilization, and USG-procured services, with non-USG customer activity included only where it impacts USG Mission Objectives, USG resource allocations, or safety, consistent with protecting competition-sensitive information in a multi-customer commercial model.

No change to the DRD is planned and it is left to the individual offeror to propose how best to present the data within the scope of the DRD.

111. DRD CLDC-205 Post Increment Report (PIR) - Recommend Data Type 3. The PIR is a backward-looking summary of the as-executed increment, and NASA's review interest is already fully secured by the Section H Success Determination clause: the Contracting Officer renders a Success/Partial Success/Failure determination within 15 calendar days of receipt of CLDC-205 and may withhold the PIR milestone payment, independent of the DRD's data type. A Type-2 disapproval right adds no additional Government protection while imposing a pre-release review mechanic that does not fit a post-hoc report (the PIR is never "released for use or implementation") and is internally inconsistent with the clause's 15-day determination window. The HLS Appendix P analogue — DRD 1780SE-012, Mission Performance Evaluation Reports and Data — is Data Type 3. Recommend changing CLDC-205 to Type 3, with NASA's success-determination and payment remedies continuing to operate through the Section H clause as drafted.

NASA evaluated these comments and does not plan to make changes to CLDC-205 Post Increment Report (PIR) Data Type.

112. We support the intent of DRD CLDC-205 PIR as the comprehensive as-executed record of each Increment and the evidentiary basis for the Contracting Officer's mission success determination and offers the following recommendations to improve the timeliness and efficiency of that record:

112a. (1) Intermediate post-docking submittal: a substantial portion of PIR content concerns launch-to-dock events (items 5.a-d; the pre-launch portions of items 6.b-c; items 9.a-c). For a multi-month increment, delivering these comparisons NLT 45 days after increment completion reports launch events many months after they occur, limiting their lessons-learned value. NASA has already established a post-docking reporting construct for the transportation segment in DRD CLDC-206.1; we request that construct be extended to the Destination by defining an intermediate PIR submittal covering the launch-to-dock content NLT 30 days after

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docking, with the Final PIR incorporating that content by reference. This provides NASA a consistent post-docking reporting cadence across the Destination and transportation segments, formalizes the accelerated-content concept already present in the PIR Remarks (pre-undock MMT review), and ensures timely launch-to-dock reporting.

NASA evaluated these comments and does not plan to make changes to DRD CLDC-205. The Contractor can propose an implementation solution to improve efficiency of data submittal. It's acceptable for offerors to propose a partial DRD delivery to capture a post docking assessment however some offerors may plan to conduct shorter increment durations where it does not make sense to split the DRD into two separate deliveries. For this reason, no change to the DRD is planned and it is left to the individual offeror to propose.

112b. (2) Exception-based reporting: items 1-10 are planned-vs-actual comparisons; we request the DRD explicitly state that where no deviation occurred, a statement of conformance suffices, and that the "as-planned" basis may be satisfied by pointer to the TIER content, consistent with the existing allowance for summary dashboards and metric reports.

No change to the DRD is planned and it is left to the individual offeror to propose how best to present the data within the scope of the DRD.

112c. (3) Item 11 scope: as written, the predicted-vs-actual comparison of CLDS system/subsystem performance and flight environments is unbounded; we recommend scoping this item to performance outside certified/analyzed envelopes or with impacts to USG Mission Objectives or crew safety, with routine performance trending available to NASA through insight data access per DRD CLDC-104.

No change to the DRD is planned and it is left to the individual offeror to propose how best to present the data within the scope of the DRD. Intent is to highlight and discuss performance outside of certified/analyzed envelopes, but also show historical performance inside of certified space to allow for an understanding of operational boundaries or potential updates to certification and safety products.

112d. (4) Items 12-13: We recommend permitting pointers to mishap documentation produced under DRD CLDC-117 MPCP processes and to the anomaly/nonconformance reporting delivered under DRD CLDC-121, rather than parallel restatement.

No change to the DRD is planned and it is left to the individual offeror to propose how best to present the data within the scope of the DRD

112e. (5) Scope clarification: the Description limits the PIR to USG mission objectives, but several content items are silent on scope or extend beyond USG (e.g., item 4.b "across all stakeholders"; items 5.a-f launch execution and vehicle traffic; item 6.a as-flown crew manifest). We request items 1-10 be scoped to USG crew, USG cargo/utilization, and USG-procured services — with items 11-13 remaining destination-wide — and non-USG customer activity reported only where it impacted USG Mission Objectives, USG resources, or safety, consistent with protecting competition-sensitive information in a multi-customer commercial model.

No change to the DRD is planned and it is left to the individual offeror to propose how best to present the data within the scope of the DRD

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113. DRD CLDC-206.2 Cargo Transportation System (CaTS) Post Flight Report - We offer the following recommendations to scope DRD CLDC-206.2 Cargo Vehicle Post Flight Report appropriately for an uncrewed cargo mission. As drafted, the CLDC-206.2 content items are identical to the crew vehicle report (CLDC-206.1); however, NASA's interests for a CaTS mission are narrower: the condition and environments of USG cargo, performance of services provided to USG cargo, safety of joint operations at the Destination, and evidence supporting the mission success determination. This is consistent with the heritage commercial cargo model, in which NASA's integrated operations role began at the approach ellipsoid and free-flight vehicle performance remained the provider's responsibility. We request:

113a. (1) Delete item 1 (predicted and actual vehicle system, subsystem, and component performance data). Any vehicle performance issue relevant to NASA is already captured by item 6 (anomalies and their impacts on the CaTS, cargo, and overall mission) and item 7 (corrective actions and fleet-wide impacts, including model updates). If NASA requires affirmative performance reporting, we alternatively recommend scoping item 1 to systems providing services to USG cargo (e.g., power, thermal conditioning, data) and to Destination Visiting Vehicle interfaces.

113a. NASA evaluated these comments and plans to make changes to DRD CLDC-206.2 Cargo Vehicle Post Flight Report. NASA intends to update Item (1) to "As-flown performance data for vehicle systems providing services to USG cargo (e.g. power, thermal conditioning, data, etc.) and to Destination Visiting Vehicle interfaces."

113b. (2) Delete item 2 (comprehensive flight reconstructions, including trajectories and communication coverage), which is not required for an uncrewed cargo mission; proximity and docked operations performance is visible to NASA through Destination-side monitoring and item 6, and trajectory data supporting any anomaly or mishap investigation remains available through items 5-7.

113b. NASA plans to delete Item 2 in the final RFP.

113c. (3) Revise items 3-4 to require confirmation that as-flown environments at the USG cargo interfaces remained within certified/required limits (per CLDP-REQ-1130 and applicable ICDs), with actuals reported against those limits and any exceedances identified with an impact assessment for affected cargo. Items 5-7 and 9 are appropriate as written.

113c. NASA evaluated these comments and plans to make changes to items 3-4 as follows

- Confirmation of as-flown flight environments remained within certified limits and any exceedances identified with an impact assessment for affected cargo.
- Explanation of significant differences between the certified limits and as-flown flight environments.

114. DRD CLDC-211, Destination to Visiting Vehicle Integration (DVVI) Documentation (Integrated DRD pp. 236–242); SOW 2.17.3

114a. (a) Data Type. DRD CLDC-211 assigns Data Type 1 to the entire DVVI set. Type 1 (COR approval prior to release; contractually binding documents revised only via contract modification) fits a requirements baseline but not jointly developed bilateral products or continuously maturing engineering-exchange data. Recommend assigning data types at the sub-DRD level (as already done for DRD CLDC-210, Type 2/3):

- Retain CLDC-211.2 (DVVI IRD) as Type 1 — it establishes the Destination-to-VV interface requirements baseline derived from CLDP-REQ-1130, CLDP-STD-1101, and CLDP-STD-1170, includes verification statements for each requirement, and supports certification (baselined at CBR).

- CLDC-211.1 (DVVI Plan) and CLDC-211.4 (DVVI ICD) to Type 2 — developed and maintained jointly with the GFS VV Contractor; the Type 2 time-limited disapproval right preserves NASA control without imposing approval/contract-modification cycles on bilateral products.

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- CLDC-211.3 (DVVI Data Set) to Type 3 — its schedule and format are already "to be negotiated with the GFS VV Contractor," and its content is maturing engineering-exchange data (CAD models, link budgets, docking-loads/soft-capture and plume-impingement results, drag and attitude-control models, thruster characteristics) consumed by the VV Contractor in near-real-time. Interface compliance remains governed by the Type 1 IRD and verified through CLDC-102/CLDC-106. CCtCap precedent supports this split: DRD 203 Vehicle IDD (Type 3), DRD 205 Spacecraft CAD Models (Type 3), DRD 206 Internal Cargo ICA (Type 2).

114a. (a) Data Type - NASA evaluated these comments and plans to make changes to DRD CLDC-211.3 and CLDC-211.4

114b. (b) Electronic execution. Recommend permitting CLDC-211.3 and the CLDC-211.1 Contents item 7 data exchanges to be executed through a shared electronic collaboration/configuration-management environment accessible to NASA and the GFS VV Contractor, with the DRD satisfied by that access plus the Plan's data-exchange register; and waiving the dual clean-plus-redline submittal where the environment provides version history and change tracking. This is consistent with the cooperative-access model of CLDP-PLN-3016 and with CCtCap's Data Type 4 construct (delivery via the contractor's electronic system with NASA read/download access), which the CLDC data-type scheme currently omits.

114b. b) Electronic execution. NASA evaluated these comments and plans to add a statement in DRD Section 3.2 Data Distribution and Submittal that states "Alternatively, for DRD types 1, 2, and 3, the contractor may propose alternative delivery methods or approaches aligned with their commercial processes subject to NASA approval. All DRDs delivered through this method shall satisfy all applicable contractual requirements."

114c. (c) Plan scope. DVVI Plan Contents items 8 (joint analyses) and 9 (joint verification tests) substantially overlap content required by CLDC-102 VVCP and Annex and CLDC-105 IPAITP. Recommend permitting items 8–9 to reference those documents, with the DVVI Plan capturing only Destination-to-VV-unique content — mirroring the scoping already used in Contents item 2 ("outside those identified in CLDC-102").

114c. c) Plan scope. NASA evaluated these comments and does not plan to make changes to DRD CLDC-211

114d. (d) Reciprocal data. DVVI products depend on VV-side inputs (GFS vehicle IDD, VV plume characteristics, docking-system performance data). SOW 2.17.3 requires the Contractor to identify the data needed from the transportation provider, but the draft contains no corresponding Government delivery commitment or timeline. Recommend NASA establish reciprocal GFS VV data deliverables and delivery timelines as Government Furnished Information within the GFTSS construct (SOW 2.17.3, Attachments J-15 and J-13), so DVVI submittal milestones can be scheduled against committed inputs.

114d. d) Reciprocal data. NASA evaluated these comments and will consider clarifying the RFP. If the provider chooses to utilize Government Furnished Services (GFS) for Crew and/or Cargo Transportation, NASA will negotiate the delivery scope and schedule for transportation system technical information needed to support the Destination to Visiting Vehicle Integration (DVVI) Documentation. Initial scope and schedule negotiations will be conducted as part of the CBR with final scope and schedule to be resolved by PDR, with updates as needed.

114e. (e) Editorial. The sub-DRD section headers on pp. 236–241 read "DRD CLDC-214.1"–".4" and should read "CLDC-211.1–.4." Related renumbering artifacts: SOW 2.17.3 (p. 40) cites "DRD-CLDC-214"; and DRD CLDC-202 (pp. 206–207) cites "CLDC-211 Payloads IRD" and "CLDC-212 Unique Payload ICD," which per the DRL are CLDC-208/209. Recommend a numbering-consistency pass.

114e. e) Editorial. NASA evaluated these comments and plans to make the appropriate changes.

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115. DRD CLDC-015 Program Management Plan is currently defined as a Type 1 DRD. Under the Type definitions (p. 3), Type 1 requires NASA approval before release, and contractually binding documents may be implemented or revised only via contract modification. Yet the DRD itself defines the PMP as a living document — "Updates as required to maintain currency," allowing "re-calibration of the NASA–Contractor interface points during the period of performance." Type 1 converts each routine update into a bilateral contract action, adding contract-modification cycle time to a document expressly designed to evolve, without adding oversight value. Recommend re-tiering CLDC-015 to Type 2, which fully preserves NASA's time-limited right to disapprove the contractor's program management approach while removing approval-before-release and contract modification friction. This aligns with direct precedent: under CCtCap, the Program Management Plan was delivered at Type 2 within the Certification Baseline Review Data Package (Attachment J-02, "Program Management Plan [Data Type 2]") — and CCtCap placed its management plan family at Type 2 across the board, including Configuration Management, Risk Management, Safety and Reliability, Requirements Management, Quality Management, and Human System Integration. As on CCtCap, the CLDC PMP is due at CBR; Type 2 was sufficient there, and Type-1 treatment of a management plan is the outlier, not the norm. **NASA expects to update DRD CLDC-015 Program Management Plan to a Type 2 DRD. NASA plans to retain that the Program Management Plan remain attached to the Contract as J-06 Program Management Plan. NASA understands the potential administrative burden but is requiring the PMP to be bound to the Contract and plans to group administrative modifications as monthly, quarterly or infrequent actions to reduce administrative overhead and will communicate approval while the next modification is in work.**
116. Recommend re-tiering DRD CLDC-101 Systems Engineering Management Plan (SEMP), from Type 1 to Type 2. The SEMP content requirement is appropriate, but Type 1 handling (p. 3) requires NASA approval prior to release, approval of any deviation or change before implementation, and revision of contractually binding documents only via contract modification. A SEMP is a living management document that must evolve with the design; Type 1 converts routine process maturation into approval cycles and potential contract actions, adding schedule and administrative burden for both parties without adding insight. No comparable program levied a Type 1 standalone SEMP: neither CCtCap (Attachment J-02) nor the HLS Appendix P or Appendix H Data Procurement Documents contains a SEMP DRD at all. CCtCap instead delivered its systems-engineering management content within the Type 2 Certification Baseline Review Data Package, where the entire management-plan family — Program Management, Configuration Management, Risk Management, Safety and Reliability, Requirements Management, Quality Management, and Human System Integration Strategy — was Data Type 2. Re-tiering CLDC-101 to Type 2 preserves NASA's time-limited right to disapprove the SE-management approach (45-day review prior to release) while allowing the document to be maintained at program pace, consistent with how prior human-spaceflight service contracts handled equivalent content. **NASA evaluated these comments and plans to update the CLDC-101 Systems Engineering Management Plan (SEMP) to a Data Type 2.**

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117. Recommend re-tiering DRD CLDC-104 Insight and Collaboration Implementation Plan, from Type 1 to Type 2. The deliverable is warranted; the tier is not. Type 1 requires NASA approval before release, and contractually binding documents "shall only be implemented or revised via a contract modification" (Type definitions, p. 3). CLDC-104 is a living plan describing how NASA and the contractor will conduct insight and collaboration — the plan governing NASA's own insight into the contractor. That is the weakest possible case for approval-before-release control: it is a collaboration/process plan, not a technical or certification product, and routing its routine evolution through contract modifications adds cycle time to both parties without adding rigor to NASA's insight. Precedent on this exact deliverable is unanimous. CCtCap DRD 001, "Insight Implementation Plan," is Data Type 2 (Attachment J-02); HLS Appendix P DRD 1780MA-001, "Insight Implementation Plan," is Data Type 2; HLS Appendix H DRD 1665MA-001, "Insight Implementation Plan," is Data Type 2. CLDC-104 is the sole outlier at Type 1. Recommend Data Type 2, which preserves NASA's time-limited disapproval right — full visibility and the ability to reject an inadequate plan — while removing contract-modification friction from a document that will necessarily be revised as the collaboration matures.

NASA evaluated these comments and does not plan to make changes to CLDC-104 Data Type.

117a. Recommend consolidating DRD CLDC-105 Integrated Performance Analysis and Integrated Testing Plan (IPAIP) into DRD CLDC-102 Verification, Validation, and Certification Plan (VVCP) and deleting it as a standalone deliverable. The IPAIP is V&V planning content — its scope is the contractor's "approaches to planning and executing testing, analysis, and demonstration... to support overall system verification, validation, demonstration, and certification," and its contents (qualification/acceptance test approach, lower-level test plans, test sequencing, joint and element integration testing) fall squarely within the VVCP's own required contents, which already mandate an overview of "qualification and acceptance testing, integrated and joint testing" plans and a verification planning matrix. SOW §2.10.4 itself directs that where multi-element integrated testing is not possible, the equivalent content be documented in CLDC-102. As drafted, one V&V-planning narrative is split across two Type-1, approval-gated deliverables — duplicate content, parallel approval and update cycles, and configuration-divergence risk, with no added insight for NASA. This aligns with comparable programs, none of which made integrated-test planning a standalone Type-1 deliverable. CCtCap consolidated verification planning into its Certification Plan (DRD 107) and V&V Plan (DRD 108); its joint integrated verification test plan rode inside the CBR Data Package, and its Flight Test Plan (DRD 109) was Type 2. HLS Appendix P centered planning on the VVCP (1780SE-002, itself Type 2), and its closest analogue — the Assembly, Integration, and Test Plan (1780SE-005) — was Data Type 2. If NASA retains CLDC-105 as a standalone deliverable, recommend it be designated Data Type 2.

117a. NASA evaluated these comments and does not plan to make changes to DRD CLDC-105 Integrated Performance Analysis and Integrated Testing Plan (IPAIP)

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118. DRD CLDC-131 Pre-Launch and Post-Landing Operations - Recommend deleting CLDC-131 as a standalone deliverable and consolidating its content into DRD CLDC-128 (Operations and Training Plan, p. 167). CLDC-131 is a descriptive operations plan — launch-site and landing/recovery processes, roles, responsibilities, and facilities keyed to CLDP-STD-1150 §§3.3.5.1–3.3.5.4, including maintenance of pre-launch Human Stabilization Protocol (HSP)/quarantine — and CLDC-128 already documents the contractor's approach to all operational phases against that same standard. Carrying pre-launch/post-landing operations as a separate Type-1 deliverable duplicates that mapping and adds a second approval cycle for content that is naturally a section of the integrated operations plan. Consolidating it into CLDC-128 lets this content inherit the corrected data-type and delivery-milestone treatment recommended for CLDC-128 — Data Type 2, with deliveries anchored to fixed, operationally-focused program milestones rather than CDR. This is consistent with CCtCap, which carried no standalone pre-launch/post-landing DRD — equivalent content resided within DRD 201 (MIOMP), maintained under the Type-2 review-and-concurrence definition. Bare deletion would orphan SOW obligations (dSOW 2.17.2 and 2.12 both require the contractor to execute pre-launch/post-landing operations "per DRD CLDC-131"), so the SOW cross-references should redirect to CLDC-128. If NASA instead retains CLDC-131 as a standalone deliverable, recommend it be treated consistently with CLDC-128 — re-tiered to Data Type 2, with deliveries anchored to fixed, operationally-focused program milestones rather than CDR.

NASA evaluated these comments and does not plan to make changes to DRD CLDC-131

119. DRD CLDC-212 Crew Accommodations Plan - "The Contractor shall meet the intent of the items and usage rates described in the table" which includes line items for printer paper and printer cartridges, along with many specific alkaline battery types. Is the intent for NASA to require usage and manifest of a paper printer for CLDC? If so, recommend deletion, as we expect that ConOps are supported by more modern electronic means and this implementation method of documentation onboard will be deemed unnecessary. Assuming the batteries needed are linked to planned and ultimately manifested crew equipment, many of the specific battery types may not be applicable nor required.

NASA does not require printers, printer paper, cartridges, etc. However, based on best practices from ISS, NASA highly recommends having an alternative method (printed copies, backups) for procedures or references the crew may need to perform for emergencies or in the case of a failure (i.e. power, comm).

120. Please provide a copy of PMOD-PIDD-001 Payload Operations Integration Center (POIC) Interface Definition Document (PIDD) for review.

NASA plans to provide the document in the Technical Library.

121. DRD CLDC-201.1: Destination Mission Integration Management Plan (MIMP) - COMMENT: DRD CLDC-201.1 appropriately requires the Contractor to coordinate the traffic plan with NASA and all other customers and to define processes for interfacing with NASA and other customers. The language does not expressly recognize that a customer may appoint an independent mission operator or authorized representative to perform customer-side planning and integration. RECOMMENDED REVISION: In Contents 1 and 2, revise references to "all other customers" and "NASA and other customers" to read "all other customers and, when designated by the customer, their authorized representatives." Clarify that such representatives may exchange customer-specific inputs and data, participate in applicable reviews, and support integration of customer objectives, priorities, procedures, timelines, and constraints, while the Contractor retains final authority and responsibility for integrated operations, safety, and mission success.

NASA evaluated these comments and does not plan to make changes to the DRD.

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122. DRD CLDC-128 Operations and Training Plan - COMMENT: The Operations and Training Plan provides for access by external entities when applicable, interactions with other commercial providers, and identification of external stakeholders. It does not define the process by which a non-USG customer's authorized mission operator or representative would be qualified, granted access to customer-specific operational products, or included in applicable mission status and decision-support forums. RECOMMENDED ADDITION: Require the Contractor to describe its process for qualifying and interfacing with customer-designated representatives, including appropriate access to customer-specific procedures, timelines, mission status, utilization information, and communications needed to support the customer's objectives. Clarify that this participation does not convey command authority, safety approval authority, or authority to direct integrated CLDS operations.

NASA does not intend to levy requirements on the Contractor for non-NASA external entities. These should be established and mutually agreed to between the Contractor and external entity.

THEME: EVALUATION

123. DRFP Section L.17.3.3 MS SUBFACTOR 3 – SMALL BUSINESS UTILIZATION (SBU) - Please mandate a NASA floor or minimum percentage (5% recommended) of the total dollar amount for WOSB set asides.

While NASA is not mandating a minimum percentage, NASA has established a goal of 5% for WOSB. NASA is allowing offerors to propose their small business approach as outlined in Section L.17.3.3 MS SUBFACTOR 3 – SMALL BUSINESS UTILIZATION (SBU)

THEME: EVALUATION RIDDLE

124. DRFP Table 1.17.3 - Offerors are to provide a compliance matrix for Management Approaches (MA). Within the table, there is no cross-reference for MA.4. Does the Government require a cross reference between section L-MA.4. and the offeror volumes? If so, please update Table L.17.3 accordingly.

This was an error, and the table will be updated in the Final RFP.

125. DRFP TA.1 System Architecture - Please clarify the difference between "data handling" and "informatics".

Data handling is the process and architecture of collecting, organizing, and managing data and other information. Informatics focuses on the intent of, human interaction with and practical use of the information for the operators to make decisions.

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126. DRFP L.17 INSTRUCTIONS TO OFFERORS - Offerors are to complete the BOE form provided in Attachment L-08. The offerors are to provide supporting rationale for all labor costs, subcontractors, non-labor resources, and indirect costs. Supporting detail must also provide the cost breakdown between utilization, habitation, and overhead costs for standard service missions. The narrative must provide sufficient detail to convince the Government that the proposed resources are sufficient for the proposed technical and management approaches to perform the services, along with listing all assumptions made to estimate cost/prices associated with this BOE. Is this narrative to be provided in both Volume I and Volume II M.4, considering the similarity in the requirements? What is the difference between the requirements between the two volumes? If the narrative requirements are required in Volume I, we respectfully request that the page count be expanded to 200 pages, especially considering cost narratives are typically not page limited.

The response to the BOE is required to be included in Volume II MA.2 Business and Commercialization Approach. Section L identifies that the BOE template (excel) response is not page count limited but the response and narrative to the BOE is page count applicable. The approach as documented in the narratives found in Volumes I & II must be consistent per M.4(a). The Government will validate the consistency between all proposal volumes and any inconsistencies identified may indicate a lack of understanding and adversely impact the offeror's adjectival rating(s) and score.

127. DRFP TA.1 System Architecture - Paragraph 2.A requires "offeror shall describe the CLDS architecture and design encompassing all destination hardware, software..." Paragraph 2.F(vi) requires "offeror shall provide subsystem design concepts, block diagrams, and figures detailing functions and internal/external interfaces, including...(vi) Software architecture, displays, controls, and informatics." (1) Request clarification of the required contents on *software* in each of these sections. (2) Do these requirements include *ground systems software*?

Paragraph 2 (A) is referring to software architecture which includes flight and ground.

Paragraph 2 (F) (vi) is referring to subsystem safety critical flight and ground software details.

Clarifications will be made in the Final RFP.

128. DRFP TA.1 System Architecture - Request clarification of the intent of Data Handling architecture being listed with Space to Ground Communications. Reference Paragraph 2.G.(v). Data Handling is found within the Command and Data Handling system, which is part of a system's Software Architecture. Is it the intent that Data Handling not be part of Commanding and not part of software? If not, should CD&H be moved to be part of the software architecture? Or perhaps by *Data Handling* this is in reference to internal networks and computers and not *software*?

NASA will update the final RFP to call out Command & Data Handling to reflect command and data handling.

129. DRFP - Would a proposal that assumes USG Furnished Transportation Support Services (GFTSS) and that only prices the OFI associated with "CLD-only" be disqualified?

Offerors are required to propose end-to-end service pricing in accordance with the proposal instructions. The RFP will be updated to provide GFTSS pricing. Offerors may propose an approach using GFTSS beyond the allocation of GFTSS (4 Missions), but the proposal instructions will also be updated to clarify that offerors are not guaranteed any GFTSS flights beyond the first 4 missions and should factor that into their approach.

130. DRFP MA.1 Program Management Approach - In the RFP it asks to: "Identify personnel, products, key infrastructure facilities, and equipment required to build, integrate, launch, operate, maintain, and sustain a human presence and research capability in LEO, and methods and risks associated in obtaining these resources." In the context of this request, what are "products"? Please clarify the definition of "products" as used here. Specifically, what is included in the definition.

Final RFP will be updated to clarify. Term "products" will be removed.

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131. DRFP - Please clarify how NASA will evaluate the objective of being one of many customers.

NASA does not have discrete "one of many customers" evaluation criteria in Section M, but rather is evaluating a culmination of objectives found in L.17.3.2 MA.2 Commercialization and Business Approach to ensure NASA is not the only customer utilizing and funding the CLD. NASA's intent is to be one of many customers on a Commercial Destination that is shared across commercial industry, academia and other Government customers.

132. DRFP L.17.3.1. MS SUBFACTOR 1 – TECHNICAL APPROACH - (TA) - The instructions state that "Integrated CLDS Architecture (Sections (2)(A) through (2)(E) shall be incorporated as Contract Attachment J-17, Integrated CLDS Architecture." This appears to confine the proposal content to Sections 2A through 2E; however, Section 2 continues with 2F through 2H. Is the Offeror required to submit Sections 2F through 2H with its proposal within Volume II Mission Suitability Factor, but not within Attachment J-17? Will the Government please clarify this in the instructions?

The offeror shall submit responses to sections 2(A) through 2(E) within Attachment J-17, which will be delivered with and held against the Volume II page count. All other sections will be submitted within Volume II Mission Suitability Proposal. Attachments are also to be delivered again with Volume V Model Contract.

133. Attachment J-06 Program Management Plan is "as proposed by Offeror" but does not have any instructions. We note that MA.1 is the Program Management Approach, but the instructions (page 321) make no reference to Attachment J-06. We also note that DRD CLDC-015 Program Management Plan requires initial submitting at CBR and is not due with the proposal. Will the Government please clarify the requirements for Attachment J-06?

Attachment J-06 is to be submitted based on DRD CLDC-015 Program Management Plan. The Attachment J-06 Program Management Plan is due in accordance with the DRD instructions. Section L MA.1 Program Management Approach is only submitted as part of the proposal for evaluation and is in addition to what is submitted in Attachment J-06 based on DRD CLDC-015. Attachment J-06 Program Management Plan placeholder will be updated to say "as submitted by offeror" which is not due at proposal.

DRFP M.3 PRICE FACTOR (VOLUME I) - M.3 states reasonableness is "based on competition" and that a FAR 15.404-3(c) cost realism analysis will be performed without adjusting FFP prices. Will NASA confirm whether realism is (a) competitive price comparison, (b) a self-consistency check of each business case, (c) a comparison to an IGC estimate since it's based on historical pricing, (d) a combination, or (e) something else? In the case of option (c), each offerors' price should be compared to an IGCE in a realism analysis to understand the safety and operational risk from current cost for the same services for the ISS.

NASA will perform a cost realism analysis in accordance with the RFP and FAR 15.404-3c requirements.

134. DRFP Section B, CLIN 3 Tables - Ask: Please clarify how the Qty-2 'Bulk Buy' columns are treated in the Total Evaluated Price, and whether the bulk-buy price becomes the NTE ceiling when two same-type missions are ordered in a single CY.

The Bulk Buy pricing is not included in the TEP formula. All pricing is NTE pricing, including the Bulk Buy pricing when 2 missions are ordered in the same year.

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135. DRFP L.17.3.1. MS SUBFACTOR 1 – TECHNICAL APPROACH - (TA) - Assuming that "key technologies" means mission-enabling technologies whose maturity presents a significant risk to safety, mission success, certification, cost, or schedule, and therefore require formal technology assessment, maturation planning, and objective evidence before incorporation into the provider-owned technical baseline.

Ask: Please provide a definition of key technologies.

NASA has updated Section L.17.3.1 – Technical Approach (TA), TA.1 Integrated CLDS Architecture, (2)(G) to remove the word "Key" from the section and replaced it with "system level", see below:

(G) Technology & Maturation: The offeror shall identify;

(i) System level technologies and their current Technology Readiness Level (TRL).

(ii) For each key system level technology, describe work completed to date (including design heritage, modeling results, prototypes, subcomponent tests) and the specific maturation plan required for the element to become operational.

136. DRFP SECTION M - EVALUATION FACTORS FOR AWARD - As part of the proposal evaluation, we recommend NASA requires a site visit to assess the credibility of each offeror's approach to develop, build, integrate, test, and operate their CLDs. This would give NASA a venue to ask clarifying questions on proposal submissions in person, as well as provide NASA with the opportunity to directly assess the offeror's readiness and available hardware and infrastructure to execute under the CLD contract upon contract award, ensuring a quick and smooth transition to commercially owned and operated stations. All information relevant to the evaluation, including information presented during the site visit, information provided in response to potential weaknesses and questions, and information contained in the original proposal would be considered during the evaluation. NASA could follow a similar model to what it uses for proposed PI-managed flight missions submitted to the Science Mission Directorate.

The RFP instructions currently do not include or anticipate a NASA Site Visit for the purposes described.

137. DRFP MA.2 Commercialization and Business Approach - Request that prior relevant investment in design, heritage, manufacturing, and test infrastructure (not just projected capital or cash on hand) be credited in the evaluation as reduced technical/cost risk and as credibility of the business/commercial plan.

The offeror may describe previous investment under their response to Corporate Contributions as described in updated Section L, MA.2.

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138. DRFP M.4.1 TECHNICAL APPROACH - MISSION SUITABILITY SUBFACTOR 1 - Request Section M, TA.1 be revised so that schedule credibility is evaluated against demonstrated evidence of hardware maturity rather than proposed dates and TRL assertions alone. TA.1 currently rewards a "highly credible" IMS with "realistic schedule and risk margins" and "strategic use of high Technology Readiness Level (TRL) systems," but does not define the evidence basis for credibility: proposed dates are the least reliable evaluation datum (every offeror can propose compliant dates), and TRL is a subjective self-assessment of technology class — inconsistent across offerors — rather than the demonstrated status of the offeror's actual system. Given that the driving programmatic risk of this acquisition is schedule — fielding a viable ISS alternative in time to maintain continuous crew presence. Recommend TA.1 add: "Approaches that substantiate the proposed IMS and demonstration mission date with objective evidence of hardware maturity — including flight heritage of the proposed systems, completed qualification and acceptance test campaigns, flight hardware manufactured or in production, development and engineering prototype hardware built and in test, and operational production and test facilities — may be evaluated more favorably if determined advantageous to the Government." Correspondingly, recommend Section L, TA.1 require offerors to identify, for each critical-path element of the IMS, its current demonstrated status (flown, qualified, in production, in qualification or acceptance test, development/engineering prototype built and in test, or in design) with supporting evidence. This grounds schedule realism assessment in verifiable fact across the full maturity spectrum, increases evaluation objectivity, discriminates on demonstrated progress consistent with the hardware-in-the-loop preference NASA already states in TA.2, and reduces the risk of awarding to optimistic paper schedules.
- NASA does not plan to update the TA.1 System Architecture based on this recommendation. The Offeror may propose the additional information recommended (i.e hardware maturity, flight heritage and testing, etc.) under M4.1 Technical Approach, TA.1 System Architecture (G) Technology Readiness Level (TRL), or in any other areas where the final the submission to be relevant to their approach.
139. DRFP L.17.3.2 MS SUBFACTOR 2 – MANAGEMENT APPROACH (MA) - If an offeror's proposed CLIN 1/IPR schedule in Attachment J-11 extends beyond NASA's estimated schedule, will that proposal be deemed non-compliant, or evaluated as-is with schedule risk?
- NASA plans to issue the CLIN 2 Competitive RFTOP approximately 18 months after contract award. A proposal that extends beyond NASAs CLIN 1 estimated timeframe will be evaluated with schedule and technical risk. Additionally, an evaluation of CLIN1 progress will be part of the CLIN 2 evaluation.
140. DRFP Section L, Volume II Mission Suitability instructions; cross-reference Attachment J-02, DRD CLDC-124 - Utilization Integration Plan (UIP) - Recommend Section L be updated to address the proposal-phase submission required by DRD CLDC-124, whose submission schedule requires a draft Utilization Integration Plan (Sections 1-3 and 6, DRM #1 and DRM #2 only) at Proposal. Section L currently provides no instruction for this submission while providing explicit volume and page-count instructions for other proposal-phase DRDs (e.g., CLDC-001, CLDC-116, CLDC-129, CLDC-212). Recommend NASA: (1) identify the volume in which the draft UIP shall be submitted; (2) state whether it is included in or excluded from the applicable volume's page limitation; (3) identify the Section M Mission Suitability subfactor under which it will be evaluated (e.g., the subfactor addressing utilization and payload integration processes and tools); and (4) confirm the proposal draft is evaluated as proposal material only, with Data Type 1 configuration control attaching at the contract baseline submission (PDR or CDR, whichever occurs earlier) rather than at proposal — avoiding treatment of proposal-stage utilization planning assumptions as contractually frozen, which would discourage the refinement between proposal and PDR that benefits both parties. Absent these instructions, offerors will make differing assumptions about placement, format, and page-count treatment, producing non-comparable submissions and page-limit disputes.
- Section L was correct. NASA has updated DRD CLDC-124 to remove the Draft due at Proposal for Sections 1,3 and 6 and DRM #1 and DRM #2.

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141. DRFP Section L.17.3.1 TA.3(1), (2) Service Mission & Utilization Capabilities Approach and SOW 3.3 Mission Services Description (CLIN 3) - Request NASA reconcile the conditional language: SOW 3.3 says the Contractor "shall include Mission Type A and Mission Type B... if it meets the Contractors configuration," while TA.3 says, "if applicable" and "if proposed." Proposed clarification: "Mission Types A and B are optional offerings at the Offeror's election based on its configuration. Proposed early service missions will be evaluated per the TA.3 criteria in Section M." Rationale: The current wording can be read as either a mandate or an option. Offerors need to know whether proposing early service missions is required for compliance, credited in evaluation, or neutral. A one-sentence clarification removes an ambiguity that would otherwise produce divergent proposals. **NASA has updated the Final RFP to update Section L language to "if proposed" with respect to proposing Mission Type A and Type B, which are optional based on the offeror's configuration.**
142. DRFP M.2 SOURCE EVALUATION BOARD FACTORS FOR AWARD - Please confirm the intended evaluation and procurement steps: whether there will be one or more rounds of questions/proposal updates, whether a Best and Final Offer will be requested, and reconcile M.2's intent to award without negotiations with NASA's stated expectation that it will be hard to award on an initial evaluation. Recommend NASA build in at least one round of discussions/BAFOs given the scale of this effort.
As stated in M.2 - "As provided for in FAR 52.215-1(f)(4), "Instructions to Offerors – Competitive Acquisitions," the Government intends to evaluate proposals and award a contract without negotiations with Offerors (and may conduct clarifications as described in FAR 15.202(a)(2))." Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and mission suitability standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary.
143. DRFP M.2 SOURCE EVALUATION BOARD FACTORS FOR AWARD - Given that NASA has indicated this is one of the most complex procurements ever undertaken by NASA and the need for negotiation, will NASA replace all references to FAR 52.215-1 with FAR 52.215-1 Alternate I to make clear that intention for negotiations with offerors within the competitive range.
As stated in M.2 - "As provided for in FAR 52.215-1(f)(4), "Instructions to Offerors – Competitive Acquisitions" the Government intends to evaluate proposals and award a contract without negotiations with Offerors (and may conduct clarifications as described in FAR 15.202(a)(2))." Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and mission suitability standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary.
144. DRFP M.2 SOURCE EVALUATION BOARD FACTORS FOR AWARD - Recommend tying Industry claims of Market interest as currently requested as a deliverable plan that is weighted in L&M and has a periodic report if awarded that is tied to payment and possible claw back.
Yes, NASA is evaluating Offerors' commercialization viability in Section L&M under MA.2 Commercialization and Business Approach, with a strong emphasis on whether proposed business models can sustain a profitable, free cash flow positive commercial destination throughout the life of the destination. Additionally, NASA is requiring Offerors to deliver the DRD CLDC-002 Commercialization Plan quarterly including Financial plans and performance to plan metrics. Overall, NASA's evaluation under MA.2 includes evaluation of "Approaches that provide business models that demonstrate viable, profitable, and free-cash-flow positive during the life of the station, backed by a strong, quantifiable non-NASA financial and commercial commitments, including private capital and credible customer-backed commitments such as contracts, deposits, purchase commitments or letters of intent may be evaluated more favorably if it is determined to be advantageous to the government. Attachment L-07 Corporate Contribution Worksheet and L-08 Business Case Analysis Template will be used in conjunction with DRD CLDC-002 Commercialization Plan to evaluate the Offeror's business plan and commercialization strategy." If the contractor does not deliver the required information quarterly as outlined in the DRD, the Government may withhold payment.

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THEME: GFTSS

145. DRFP Cover Letter - In response to the Government's request for feedback on the End-to-End service requirement (dRFP cover letter, items (j. and k.)), we recommend NASA establish Government Furnished Transportation and Support Services (GFTSS) as the baseline acquisition approach for CLD crew and cargo transportation or, at minimum, stand up a funded certification program for commercial transportation providers, whether through existing vehicles or a successor contract. The USG retains leverage for bulk transportation purchases during the transition from ISS to the CLD(s) and an all-of-government approach to buying LEO transportation may simplify a critical element of reaching initial operating capability. By contrast, requiring each CLD prime to pre-purchase transportation two or more years before achieving stable on-orbit revenue concentrates financial risk at the most capital-constrained point in the program. Even if CLDC retains an End-to-End service baseline, NASA should sustain targeted investment in the transportation segment for items such as docking system certification, cost-reduction and learning-curve initiatives, launch vehicle compatibility studies and design work, etc., to preserve dissimilar redundancy and the health of the United States transportation industrial base. A LEO economy dependent on a single transportation architecture is fragile: if competition erodes and transportation prices rise, NASA and every other customer in low Earth orbit will pay more, for potentially less capability, with no alternative in a fleet-wide stand-down.

It is NASA's desire to be one of many customers and purchase an end-to-end service from awardees on the CLDC; however, NASA recognizes challenges in the transportation industry today and will be developing plans for mitigations in the future. NASA recognizes providing initial GFTSS is a significant risk mitigator to both CLD Providers and NASA's ability to ensure access to LEO. NASA does not want to lock in for the next 15 years GFTSS. Instead, NASA has provided flexibility for Offerors to propose use of GFTSS identifying how many vehicles, types and schedule for use of GFTSS which NASA will use to evaluate final decisions in this area as part of the RFTOP for CLIN2.

146. DRFP - The requirement for providing an End-to-End service including transportation. If Government Furnished Transportation and Support Services (GFTSS) is desired, please specify your alternative approach including the scope of services needed, number and type of missions per year, timing, any changes proposed to J-15 to support your proposed architecture and when you would be ready to transition to full End-to-End service. Our approach to providing End-to-End services, including transportation, is to utilize CLDP Government Furnished Transportation and Support Services (GFTSS). Specifically, we would request one Government-furnished crew vehicle to support the Category 1 mission of four crew members for 30 days. We would request one Government-furnished crew vehicle to support the Category 2 mission of four crew members for 180 days, along with two Government-furnished cargo vehicles. The alternative approach would be to transition to independently contracted crew and cargo transportation at some time, at which point we would provide the full End-to-End transportation service without reliance on Government-furnished transportation. Our recommendation is no changes are made to Attachment J-15 are proposed because the existing forms already accommodate a combination of NASA-provided and contractor-provided crew and cargo vehicles.

It is NASA's desire to be one of many customers and purchase an end to end service from awardees on the CLDC; however, NASA recognizes challenges in the transportation industry today and will be developing plans for mitigations in the future. NASA recognizes providing initial GFTSS is a significant risk mitigator to both CLD Providers and NASA's ability to ensure access to LEO. NASA has updated SOW 2.17.3 GFTSS, included Attachment L-08 with proposal instructions if the offeror is proposing GFTSS. NASA does not want to lock in for the next 15 years a requirement that NASA continue to contract for transportation. Instead, NASA has provided flexibility for Offerors to propose use of GFTSS identifying how many vehicles, types and schedule for use of GFTSS which NASA will use to evaluate final decisions in this area as part of the RFTOP for CLIN2.

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THEME: GOVERNANCE

147. DRFP Section H, LICENSES, PERMITS, AND OTHER AUTHORIZATIONS - Payload review is a critical component of FAA-licensed missions. For current ISS resupply missions, this process is straightforward because NASA oversees the entire manifest. However, as the industry transitions to commercial space stations, transportation flights are expected to carry mixed manifests—combining NASA cargo (subject to NASA safety review) with commercial and non-NASA cargo. This creates potential regulatory inconsistency, with portions of a single manifest subject to different oversight authorities. NASA and the FAA should establish a unified approach to payload reviews to avoid duplicative or contradictory regulatory requirements on a single mission.
NASA recognizes needs to work with FAA, FCC, and DOC to ensure alignment and compatibility of requirements as new and existing frameworks are finalized or updated. NASA already has a strong relationship with FAA and will continue to coordinate in the future to ensure efficiency and reduction or elimination in overlaps. NASA's requirements are not meant to be duplicative or overlapping but to ensure NASA crew and cargo safety and to meet NASA policies.
148. DRD CLDC-015 Program Management Plan - Request for inclusion of language requiring the contractor to provide proof that the CLD prioritizes U.S.-owned implementation partners and partnerships (at least 60%) over international partners.
NASA does not have a requirement for implementation partners or US ownership of implementation partners.
149. DRFP Section H, JURISDICTION AND CONTROL OF SPACE OBJECTS - NASA crew cannot enter modules not registered in the United States such as an IP module. This would make it impossible or prohibitively expensive to serve customers whose equipment is located in international modules. For example, it could force CLD to fly its own crew member to operate payloads in international modules or be unable to operate them and thus be unable to serve those customers while NASA crew is the only crew on board. NASA crew should be able to enter IP modules and vice versa, just like today on ISS. Otherwise, these constraints could make the CLD untenable from a business standpoint. I consider this a huge impact to successful commercialization.
NASA plans to modify the RFP to clarify that all modules of the CLD where USG Crew are required to access or anticipated to need access must be registered by the United States. This requirement does not prohibit access to other modules on a case-by-case basis.
150. DRFP MA.1 Program Management Approach - NASA presented an Org Chart at the Pre-Proposal Conference: Is the government org we are required to interface with to respond to the requirement in this section?
The LEO Program is responsible for this activity and Points of contact will be clarified and defined during the Contract kick off.
151. DRFP Section H, JURISDICTION AND CONTROL OF SPACE OBJECTS - With respect to jurisdiction and control, we understand that, in addition to the jurisdiction and control that a State exercises under the Outer Space Treaty over a space object carried on its registry and over any personnel thereof, appropriate agreements concluded or to be concluded may also apply, as appropriate to the individual case. Is this understanding, correct?
International agreements may be negotiated to address topics such as jurisdiction among nation states in the future. While it may be possible for NASA to enter into an international agreement that addresses such topics, no assumption should be made that such agreements will be negotiated.

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THEME: GTA/GCA/GFE

152. DRFP Section H, SUCCESS DETERMINATION - "...independent of NASA". CLD offerors will rely on NASA resources (GCA, GTA, RSAA, etc.) in the performance of this contract. This criterion needs to be allowed for those instances.

The term "independent of NASA" was included to specify that NASA does not plan to evaluate performance for Mission Success where NASA has substantial involvement in contractor activities.

153. SOW 2.17.3 Government Furnished Transportation and Support Services (GFTSS) - Will NASA clarify its evaluation of the value of GFTSS/GFS/GFE cost and prices since there could be large deltas between the values of each? Will NASA consider weighting them differently in the TEP?

All GFTSS, GFP, and GFE that is provided by NASA will include a pre-identified value of the item or service. Section L.17.2 PRICE FACTOR – VOLUME I states that NASA will include the value of the GFTSS, GFS, or GFE in the Total Evaluated Price. There are not specific weighting factors when using GFTSS, GFS, or GFE. Currently NASA has not identified any available GFP or GFE.

154. DRFP ATTACHMENT J-13 GOVERNMENT FURNISHED PROPERTY, DATA AND INFORMATION - Ask: Please provide a list of available HALO and other gateway elements hardware as optional GFE.

NASA does not plan to provide a list of available HALO and other gateway element hardware as optional GFE for the Final RFP. The majority of the HALO or Gateway hardware was not retained by the Government. NASA may update the GFE offering in the CLIN 2 RFTOP or consider additional GFE post-award.

155. DRFP ATTACHMENT J-13 GOVERNMENT FURNISHED PROPERTY, DATA AND INFORMATION - Re: feedback item (h). We recommend that NASA make government-furnished resources broadly and equally available to all offerors - both property and data (Attachment J-13) and subject-matter expertise (through the Government Collaboration Agreement) - as these materially reduce first-of-a-kind development risk. Two categories are especially valuable:- Test facilities and reference data. Large-scale NASA test infrastructure - for example, a thermal-vacuum chamber able to accommodate a full-scale station module a size of a house - is costly and slow for any single provider to replicate, and NASA reference data and standards accelerate design maturity. Operational expertise. NASA's experience-based knowledge - for instance, the practical anomalies and lessons of on-orbit rendezvous and docking – can be the difference between a successful operation and a failed mission, and exists nowhere else. Providing these on equal terms to all offerors will, appropriately, benefit most those who do not already hold such knowledge or equipment in-house - which broadens the competitive field, strengthens the resilience of the overall commercial LEO portfolio, and puts NASA's unique institutional capabilities to their highest use.

NASA intends to provide support under GTAs and GCAs in a fair and equitable manner among all awardees. NASA has not identified any property currently available for this effort. Offerors may utilize facilities at any NASA center, or other NASA expertise that is not commercially available through GTAs.

156. DRFP Section H, USE OF GOVERNMENT RESOURCES - As part of NASA collaboration, can NASA collaboration personnel provide to NASA verification personnel CLD verification evidence to support verification closure? This augments NASA insight by utilizing NASA personnel who are already familiar with the contractors' design, databases and test/analysis results. This reduces Contractor hours feeding data to NASA personnel. Recommended change: Add to the list of 9 collaboration areas an SE&I or integration "collaboration area".

NASA does not plan to add this area to the 9 collaboration areas as these represent priority areas for NASA. The Contractor may still request expertise outside of these defined areas including use of NASA Systems Engineering and Integration expertise in the development of verification packages, but NASA would not be responsible for the overall submittal and/or Certification of Flight Readiness (CoFR) of the items.

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157. Who is the NASA POC contractors should contact to start conversations or explore available GTA services?
Contractors shall reach out the applicable NASA Center/Organization POCs listed in Attachment L-06 NASA Center Partnership Points of Contact and include the NASA LEO Program Representative, Katrien Morgan (katrien.l.morgan@nasa.gov) which will be updated in Attachment L-05 GTA Instructions & Template, in all correspondence. The NASA LEO Program Rep will review and concur on the NASA Center/Organization scope and plans, to ensure alignment with NASA/CLDC requirements. Additionally, the NASA LEO Program Rep can assist if there are questions with the process, identifying the right POC, or if separate GTAs are required based on scope of proposed services being requested.

158. Who is approving the requested scope and creating the cost estimate?
The NASA Center/Organization POC will coordinate with the Contractor requesting services to determine if the scope requested can be accommodated and develop the cost estimate. The NASA Center POC will coordinate final package review with NASA LEO Program for concurrence.

159. Who should the contractor expect the final copy of the GTA approval and cost estimate from?
The NASA Center/Organization POC is responsible for completing and submitting the agreed to scope and costs estimate for the requested GTA to the Contractor.

160. Is the Contractor obligated to notify the COR (as stated in the GTA instructions) if a GTA request was formally submitted or for final review?
NASA is updating the primary point of contact from the COR to the NASA LEO Program Rep. Contractors should no longer reach out to the COR. All correspondence related to GTAs should include the NASA LEO Program Rep and the NASA Center/Organization POC. The NASA LEO Program Rep and NASA Center/Organization POCs will coordinate to manage the GTA process during execution.

161. What is the timeline for submitting a GTA to ensure the Government can provide a response?
Offerors were encouraged to start exploring GTAs with the NASA Centers/Organization and NASA LEO Program Rep as soon as the Draft RFP was released and should continue developing GTAs as soon as possible. Offerors shall submit the final written GTA request no later than 22 days after the final RFP release so that final cost estimates can be prepared. This means all any pre-coordination on scope must be complete prior to that submittal. NASA shall return the approved GTA no later than 7 days prior to the proposal due date.

THEME: INDEMNIFICATION

162. DRFP Cover Letter (8) - NASA anticipates requesting Indemnification information in Responsibility L.17.5 paragraph (f) Indemnification Under Public Law 85-804 Request. Potential Offerors are advised that there is no guarantee that indemnification requests, if submitted, will be granted. Q: Does NASA believe they need an expression of Congressional Intent or other expressed approval (or action) to apply Public Law 85-804 to the CLD Acquisition? Offerors strongly believe this Public Law 85-804 will apply to the CLD acquisition and award(s).
NASA does not believe that an expression of Congressional intent is required to apply Public Law 85-804 to the CLD acquisition. NASA believes there is sufficient indication in current law and policy that the CLD requirement will facilitate the national defense.

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163. DRFP Cover Letter e. - NASA's approach to legal and liability framework. Within a framework providing NASA substantial control over mission decisions, prioritization, operations and outcomes, NASAs proposed legal and liability framework places the associated liability primarily on the provider and provides little guidance on how indemnification and waiver structures may mitigate this liability risk. This puts the commercial operator in an uncertain position, limiting the ability to plan for and manage risk. With respect to the specific indemnification questions posed in the solicitation, NASA has stated that an indemnification request under seeks input on the scope of applicability of Public Law 85-804, implying it may not broadly apply, nor does NASA indicate the extent to which other indemnity mechanisms may apply. This uncertainty has resulted in the inability to develop a reasonable risk allocation structure. As an initial matter, Public Law 85-804 should apply to this program, because the performance of human spaceflight, launch, on-orbit operations, transportation, and related activities is hazardous and involves extraordinary risks that cannot be reasonably insured, priced or allocated solely to the contractor. The potential absence of indemnification creates significant uncertainty for offerors and will result in unmanageable liability exposure and increased pricing, exacerbated by an inability to obtain adequate insurance coverage. Recommendation: NASA should provide a clear indemnification framework that takes into account the hazardous nature of the activity under the procurement, and the fact that private insurance paradigms are not yet accessible to Offerors. Public Law 85-804 should apply broadly, and NASA should affirmatively seek Congressional authorization for any perceived areas where it may not apply, or where it could be leveraged to further support this procurement. A framework should be established that provides this indemnification, supported by tailored waivers, in a manner that works, long term, towards allocation risk to the party best positioned to control and manage it, with the government retaining responsibility for extraordinary risks that exceed commercially insurable or reasonably foreseeable levels.

NASA intends to consider approval of requests for indemnification under Public Law 85-804 for unusually hazardous risks identified in fulfilling the requirements of the CLDC contract. All offeror requests for indemnification must be submitted in accordance with FAR 50.104-3, Special procedures for unusually hazardous or nuclear risks and NFS 1850.104-3, Special procedures for unusually hazardous or nuclear risks. Under the FAR framework, unusually hazardous risks for which indemnification is requested are identified by the requestor, along with a statement indicating how the requestor would be exposed to them. Each Offeror needs to define the unusually hazardous risks for which it is seeking indemnification based on their architecture and technical approach. Finalization of the scope will be negotiated post award based on Offeror's proposal and NASAs assessment of risk.

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164. DRFP Cover Letter f. - Indemnification Under Public Law 85-804 outlined in Section L.17.5 including activities that would arise that are considered unusually hazardous risks, and any issues faced by Offerors to develop a reasonable risk allocation structure. There is uncertainty surrounding indemnification under Public Law 85-804 and NASA's statement that an indemnification request may not be granted. We believe Public Law 85-804 should apply to this program because the performance of human spaceflight, launch, on-orbit operations, transportation, and related mission activities involves unusually hazardous and extraordinary risks that cannot be reasonably priced or allocated solely to the contractor. The potential absence of indemnification creates significant uncertainty for Offerors and may result in unmanageable liability exposure, increased pricing, or an inability to obtain adequate insurance coverage. NASA should provide a clear indemnification framework that allocates risk to the party best positioned to control and manage it, with the Government retaining responsibility for extraordinary risks that exceed commercially insurable or reasonably foreseeable levels. ie. NASA's approach to legal and liability framework. Within a framework providing NASA substantial control over mission decisions, prioritization, operations and outcomes, NASA's proposed legal and liability framework places the associated liability primarily on the provider and provides little guidance on how indemnification and waiver structures may mitigate this liability risk. This puts the commercial operator in an uncertain position, limiting the ability to plan for and manage risk. With respect to the specific indemnification questions posed in the solicitation, NASA has stated that an indemnification request under seeks input on the scope of applicability of Public Law 85-804, implying it may not broadly apply, nor does NASA indicate the extent to which other indemnity mechanisms may apply. This uncertainty has resulted in the inability to develop a reasonable risk allocation structure. As an initial matter, Public Law 85-804 should apply to this program, because the performance of human spaceflight, launch, on-orbit operations, transportation, and related activities is hazardous and involves extraordinary risks that cannot be reasonably insured, priced or allocated solely to the contractor. The potential absence of indemnification creates significant uncertainty for offerors and will result in unmanageable liability exposure and increased pricing, exacerbated by an inability to obtain adequate insurance coverage. Recommendation: NASA should provide a clear indemnification framework that takes into account the hazardous nature of the activity under the procurement, and the fact that private insurance paradigms are not yet accessible to Offerors. Public Law 85-804 should apply broadly, and NASA should affirmatively seek Congressional authorization for any perceived areas where it may not apply, or where it could be leveraged to further support this procurement. A framework should be established that provides this indemnification, supported by tailored waivers, in a manner that works, long term, towards allocation risk to the party best positioned to control and manage it, with the government retaining responsibility for extraordinary risks that exceed commercially insurable or reasonably foreseeable levels.

NASA intends to consider approval of requests for indemnification under Public Law 85-804 for unusually hazardous risks identified in fulfilling the requirements of the CLDC contract. All offeror requests for indemnification must be submitted in accordance with FAR 50.104-3, Special procedures for unusually hazardous or nuclear risks and NFS 1850.104-3, Special procedures for unusually hazardous or nuclear risks. Under the FAR framework, unusually hazardous risks for which indemnification is requested are identified by the requestor, along with a statement indicating how the requestor would be exposed to them. Each Offeror needs to define the unusually hazardous risks for which it is seeking indemnification based on their architecture and technical approach. Finalization of the scope will be negotiated post award based on Offeror's proposal and NASAs assessment of risk.

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165. DRFP L.17.5 RESPONSIBILITY CONSIDERATIONS – VOLUME IV - NASA historically has provided PL 85-804 indemnification coverage as part of significant missions supporting the International Space Station. The current insurance record strongly supports that a continuously crewed Commercial LEO Destination presents the type of “unusually hazardous risk” historically contemplated by NASA’s PL 85-804 indemnification authority because the exposure profile materially exceeds the demonstrated capacity, maturity, and predictability of the private insurance market. While the broader global space insurance market is projected to reach approximately \$4.43 billion in 2026 and \$6.23 billion by 2030, the specialist underwriting pool that actually supports launch, in-orbit, and liability risks remains concentrated among roughly a dozen to two dozen active underwriters and generates only about \$500–600 million in annual premium. NASA’s own 2024 Office of Technology, Policy, and Strategy report found that the available space insurance pool is typically only \$400–700 million, while most commercial destinations are expected to cost well in excess of \$1 billion, creating an immediate asset-coverage shortfall. The same report noted that destination liability coverage may be capped at approximately \$100 million and concluded that “the insurance market capacity does not yet exist” for these risks. Broker and underwriter data from Gallagher, Marsh, AXA XL, Lloyd’s participants, and others show that competitive liability capacity for novel or challenging space risks generally remains around \$300 million and that recent market losses have exceeded annual premium volume, driving carrier withdrawals and reducing available capacity. These constraints are especially acute for CLDC operations because NASA requires continuous human presence, including NASA astronauts, foreign astronauts, private astronauts, researchers, and commercial personnel, creating exposure categories for which mature insurance products either do not exist or remain highly limited, including orbital passenger liability, wrongful-death claims involving non-government astronauts, cross-border claims, medical evacuation liability, and long-tail casualty exposure. Industry sources including major underwriters responsible for prior coverage for private astronaut missions have acknowledged that dedicated commercial human-spaceflight liability products are still emerging and that meaningful participant-liability capacity largely does not yet exist. At the same time, NASA’s liability framework relies heavily on cross-waivers and contractual flow-downs whose enforceability against foreign participants and in foreign jurisdictions remains uncertain, creating potential uninsured contractual liabilities that standard commercial general liability policies are not designed to absorb. As a result, the available evidence supports a strong factual argument that the private F275e market currently cannot provide sufficient capacity, certainty, or long-term pricing stability to fully cover the combination of asset, liability, human-spaceflight, and contractual risks inherent in a 15-year continuously crewed commercial station program, thereby creating the type of residual uninsured exposure, insurance-market inadequacy, and catastrophic risk concentration that NASA historically cited when approving PL 85-804 indemnification for Shuttle and expendable launch vehicle activities. Ask: Announce a preference to support PL 85-804 indemnification requests after a showing of an offeror's exhaustion of reasonably priced insurance. In addition to the necessity of such support to allow for registration and authority to launch and operate a US registered space station, such a statement of NASA support would have a beneficial impact on private investment as potential investors examine future risk scenarios.

NASA intends to consider approval of requests for indemnification under Public Law 85-804 for unusually hazardous risks identified in fulfilling the requirements of the CLDC contract. All offeror requests for indemnification must be submitted in accordance with FAR 50.104-3, Special procedures for unusually hazardous or nuclear risks and NFS 1850.104-3, Special procedures for unusually hazardous or nuclear risks. Under the FAR framework, unusually hazardous risks for which indemnification is requested are identified by the requestor, along with a statement indicating how the requestor would be exposed to them. Each Offeror needs to define the unusually hazardous risks for which it is seeking indemnification based on their architecture and technical approach. Finalization of the scope will be negotiated post award based on Offeror's proposal and NASA’s assessment of risk.

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166. DRFP L.17.5 RESPONSIBILITY CONSIDERATIONS – VOLUME IV - Certain elements of end-to-end CLD transportation services, including proximity operations with crewed stations, collision liability, orbital debris events and re-entry operations, may present unusually hazardous risks for which adequate commercial insurance may not be available, or may only be available on commercially unreasonable terms.

Recommendation: NASA should therefore consider the use of Public Law 85-804 indemnification, where appropriate, for both CLDs and transportation systems across the full end-to-end service to complement existing cross-waiver and insurance frameworks and support a commercially viable allocation of catastrophic third-party risk.

NASA cannot formalize the indemnification framework as part of the Final RFP without specific information from the Offeror including but not limited to identification of unusually hazardous operations, scope of indemnification and valuation, amount of insurance provided, etc. However, NASA plans to include in the Final RFP cover letter a statement outlining NASA's intent to pursue approval of such requests for indemnification under Public Law 85-804 for unusually hazardous risks identified in fulfilling the requirements of the CLDC contract. Finalization of the scope will be negotiated post award based on Offeror's proposal and NASA's assessment of risk.

167. DRFP L.17.5 RESPONSIBILITY CONSIDERATIONS – VOLUME IV - Indemnification Under Public Law 85-804

167a. Will NASA provide a definition or criteria for what constitutes "unusually hazardous risk" in the context of CLD, or is each Offeror expected to develop and justify its own definition as part of the proposal?

167a. Consistent with FAR 50.104-3, each Offeror needs to define the unusually hazardous risk based on their architecture and technical approach.

167b. The dRFP states that "there is no guarantee that indemnification requests, if submitted, will be granted." What criteria will NASA use to determine whether or not to grant an indemnification request? If an indemnification request is ultimately denied, will there be an opportunity to appeal or request a review of the decision to deny? If an indemnification request is denied, will that be reflected negatively in the evaluation criteria?

167b. NASA intends to follow the indemnification request and approval process set forth in FAR 50.104-3, as supplemented by NFS 1850.204-3. Approval of a request to include the indemnification clause in a contract shall be by Memorandum of Decision executed by the NASA Administrator. Indemnification requests are not being evaluated under the evaluation criteria.

167c. Prior to formal indemnification request submission, will NASA offer pre-submission meetings with individual Offerors to discuss what activities may qualify as unusually hazardous risks under P.L. 85-804?

3) NASA expects the offeror to submit a request identifying the unusually hazardous risks for which indemnification is requested, with a statement indicating how the contractor would be exposed to them. NASA may then communicate with the offeror or contractor to discuss the submission post award. Offeror indemnification requests are submitted as part of the Offeror's response to the Responsibility section of the RFP. Communications related to responsibility are permitted prior to award.

167d. When are indemnification requests expected to be submitted? Will all Offerors, regardless of CLIN selection, be able to submit indemnification requests?

167d. All offerors may request indemnification with the proposal outlined in Section L.

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167e. Will providers have to submit indemnification requests for every CLIN, if selected, or does NASA anticipate providers to only submit an indemnification request once?

167e. Offerors are expected to identify any unusually hazardous risks for which indemnification is requested. Offerors should indicate whether their request is specific to a particular CLIN or whether the unusually hazardous risks it has identified span multiple or all CLINs. Separate requests are not required and they can be combined. However, evaluation of the hazardous situation needs to be identified for each CLIN being requested.

167f. Does NASA have a P.L. 85-804 Indemnification compliance guide? If not, will NASA use an 85-804 indemnification guide promulgated by another agency? If yes to either question, will NASA share the guide it will use to assess indemnification requests with the contractors it selects?

167f. NASA does not have a P.L. 85-804 indemnification compliance guide and will not use an 85-804 indemnification guide promulgated by another agency.

167g. How long does NASA expect to take to review and render a decision on whether to grant or deny an indemnification request?

167g. NASA does not have an expected timeline for when a decision on granting indemnification would be made.

167h. According to NASA FAR Supplement 1850.104-3 (a)(1), an indemnification request must be submitted six (6) months in advance of the desired effective date of the request indemnification in order to allow sufficient time for the request to be reviewed, analyzed, and approved. Does NASA want providers to identify the desired effective date for indemnification in their bid? Does NASA expect the desired effect date for indemnification to align with the beginning of a specific CLIN?

167h. In accordance with NFS 1850.104-3(a)(1)(ii), the Offeror's request for indemnification must identify the timeframes in which the risk would be incurred.

167i. NASA has previously defined "Hazardous Activities" to mean "any operation or other work activity that, without implementation of proper mitigations, has a high potential to result in loss of life, serious injury to personnel or public, or damage to property due to the burning, explosion, detonation, combustion or impact of a launch vehicle, its payloads, spacecraft, or any components thereof, from the time of launch until landing and recovery, or during rescue operations." This definition was used in Clause H.22 Liability for Third Party Claims in Commercial Crew Transportation Capability Contract (CCtCAP). Is this the same definition that NASA will use for "unusually hazardous risks" in a CLD contract?

167i. NASA has not identified a definition of "Unusually Hazardous Risks" to be included in contracts for which an indemnification request is approved. Under FAR 50.104-3, the Offeror is required to identify the unusually hazardous risks for which indemnification is requested.

167j. If NASA denies a P.L. 85-804 indemnification request, will there be any additional insurance requirements for the provider?

167j. NASA does not intend to modify the insurance provisions of the contract if an indemnification request is denied.

167k. If NASA denies a P.L. 85-804 indemnification request, will NASA consider an alternative risk sharing or indemnification agreement with a provider?

167k. Unless an indemnification request is approved, NASA does not intend to alter the risk allocation approach reflected in the current contract provisions.

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167l. In the event NASA denies an P.L. 85-804 indemnification request, would NASA consider incorporating its risk-sharing authorities pursuant to 51 U.S.C. § 20113(m) to protect a provider from third party liabilities?

167l. Unless an indemnification request is approved, NASA does not intend to alter the risk allocation approach reflected in the current contract provisions.

167m. If NASA determines that only limited, or no activities under the contract qualify for P.L. 85-804 indemnification, will NASA pursue legislation to provide CLDs third party indemnification above a defined insurance amount in a manner similar to 51 USC § 20148?

167m. NASA will not comment on any intent to pursue future legislation. NASA believes the Agency does have authority under P.L. 85-804 Indemnification.

THEME: INFORMED CONSENT

168. DRFP Section H, INFORMED CONSENT AND ASSUMPTION OF RISK FOR NON- U.S. GOVERNMENT (USG) CREW - In Part I, Section H, Informed Consent and Assumption of Risk for Non-US Government (USC) Crew, (a)(4) Government Astronauts and Non-US Government Crew are undefined. We suggest defining these terms as there appear to be different requirements between the two categories of crew. Where would a non-Government (foreign or US) Astronaut fall?

The Informed Consent process is similar to the FAA Informed Consent for launch and re-entry including being part of the overall liability regime. Removing this would open up both NASA and the CLD Provider to additional claims. The intent is for this to apply to all crew except USG employees. NASA intends to update clause H.25 Informed Consent and Assumption of Risk to remove the term "USG" and "Non-USG Crew" causing confusion and will clarify in the Final RFP. US sponsored astronauts that are not government employees are required to participate in the Informed Consent. Only US government employees are exempt.

169. DRFP Section H, INFORMED CONSENT AND ASSUMPTION OF RISK FOR NON- U.S. GOVERNMENT (USG) CREW - The draft RFP includes language suggesting that providers must implement an "informed consent" process for non-US government crew (pp. 79-80). While ensuring passengersafety is essential, NASA needs to maintain its role as a customer, rather than aregulatory body. Therefore, there are three points that must be maintained: (1) The FAA Office of Commercial Space Transportation does not regulatecommercial space stations. (2) NASA can recommend an informed consent regime for non-NASA users, but itshould only require that NASA is not certifying the station's safety record. (3) NASA should encourage the Office of Space Commerce to work with providers under the guidance of the Space Commerce Certification process to ensure that informed consent regimes are being developed.

NASAs intent in developing a legal and liability framework including "Informed Consent" was not to provide regulatory oversight and/or duplicate requirements with any regulatory organization but to fill gaps required to ensure NASA crew/equipment safety and reduce NASA's liability. NASA plans to modify the informed consent requirement in the final RFP to clarify that it is not intended to overlap with FAA informed consent coverage. Similar to how NASA collaborated closely with the FAA in the early development of commercial crew vehicles, NASA plans to work closely with Department of Commerce or any other regulatory organizations providing oversight to ensure smooth transition when regulations go into effect. NASA modeled its informed consent process from the FAA model, which NASA has also used for Private Astronaut Missions (PAMs) on ISS. This process specifically requires operators to inform, in writing, any individual serving as crew or space flight participant that the United States Government has not certified the launch or reentry vehicle as safe for carrying flight crew or space flight participants. <https://www.ecfr.gov/current/title-14/section-460.9> The USG only certifies safety for USG Crew.

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170. DRFP Section H, INFORMED CONSENT AND ASSUMPTION OF RISK FOR NON- U.S. GOVERNMENT (USG) CREW (b)(1) - The final sentence in this paragraph appears to be misleading, given that this contract is intended to provide NASA oversight (as well as insight) and certification of destination operations: "The informed consent and assumption of risk statement shall acknowledge that NASA is not providing oversight or certification for the CLDS, including for the launch or crew transportation vehicles, as safe for carrying Non-USG Crew."
Ask: Please clarify.
The statement as written is correct and consistent with the requirements similar to the FAA informed consent. NASA certification efforts do not extend to non-NASA missions or Non-NASA crew members. A framework is required to ensure all parties understand the risks they are subjecting themselves.
171. DRFP Section H, INFORMED CONSENT AND ASSUMPTION OF RISK FOR NON- U.S. GOVERNMENT (USG) CREW - The contract states that, "The Non-USG Crew member shall agree that the federal laws of the United States of America shall apply to determine the validity of the release." Are there any jurisdictional requirements, beyond those governing the written informed consent and assumption of risk, levied under the CLD contract that limit the jurisdiction (choice of law) governing agreements between the Contractor and Destination Commercial Customers (as defined in the CLDC)?
Yes. In order to protect NASA crew and NASA's responsibility associated with sponsoring this development under US law, NASA requires US registration of, and the United States retains jurisdiction over, destination elements where USG Crew are required or anticipated to need access. In addition, the contractor shall require parties that engage in activities on U.S.-registered modules to agree in writing that such activities will be governed by the law of the United States and to submit to the jurisdiction of United States courts. These requirements are intended to further enable U.S. civil and criminal jurisdiction over activities on the destination. This is further required since the agreements with other foreign customers/partners will be with the Contractor without NASA approval or knowledge of agreements. This requirement is specified in H.22, Jurisdiction and Control of Space Objects.
172. DRFP Section H, INFORMED CONSENT AND ASSUMPTION OF RISK FOR NON- U.S. GOVERNMENT (USG) CREW - Section (b) Informed Consent and Assumption of Risk requires contractors to obtain a written informed consent and assumption of risk statement by each Non-USG Crew member prior to assigning the Non-USG Crew to a CLD mission. Is NASA planning to review and approve the informed consent and assumption of risk provisions developed by CLD operators, and if so, will that review extend to the substantive content of the agreement, or will it be limited to confirming that a Non-USG crew member has signed the agreement?
DRD CLDC-210.3 requires that the Contractor provide NASA with access to all required informed consent documents as noted in Clause Informed Consent and Assumption of Risk for Non-U.S. Government (USG) Crew. This is a Type 3 DRD. While type 3 deliverables do not require NASA approval, the deliverable must satisfy all applicable contractual requirements. The intent of requiring the documentation prior to finalization of the crew is to confirm agreement with the legal and liability framework established in the contract.
173. DRFP Section H, INFORMED CONSENT AND ASSUMPTION OF RISK FOR NON- U.S. GOVERNMENT (USG) CREW - Section (b) Informed Consent and Assumption of Risk requires contractors to obtain a written informed consent and assumption of risk statement by each Non-USG Crew member prior to assigning the Non-USG Crew to a CLD mission. May CLD operators use FAA-approved informed consent and assumption of risk language as a guide or template in drafting the informed consent provision required under this contract?
Yes - CLD operators may use FAA-approved informed consent and assumption of risk language as a guide in drafting the informed consent provision required under this contract. NASA is not prescribing a particular form or format outside of what is provided in DRD CLDC-210.3 and H.25, Informed Consent and Assumption of Risk.

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THEME: INSIGHT/OVERSIGHT

174. DRFP Section H, GOVERNMENT INSIGHT - Publish an Evidence Acceptance Guide (acceptable certification evidence such as MBSE, digital models, supplier qualification, flight heritage, analyses, testing). NASA repeatedly refers to "objective evidence" but does not define what forms of evidence are acceptable or how they will be evaluated. A formal guide would reduce interpretation differences among offerors. What certification evidence is acceptable? Will MBSE artifacts satisfy certification evidence? Digital models, supplier qualification, analysis, etc., need definition. Digital engineering acceptance is not addressed. Ask: Create or publish an Evidence Acceptance Guide defining what is acceptable (or not) certification evidence.
- NASA will work collaboratively with the contractor to provide additional clarification regarding expectations on verification evidence after contract award to facilitate efficient and collaborative approval of requirements verification. Additionally, In the update to Attachment J-11 and J-12, NASA has added expectations for verifiability and promotes use of the Joint Implementation Plan whereby Contractor specific deliverables that contain the requested information is housed whether MBSe, Documents, JaMA, JlrA etc.
175. The DRFP introduces Government Insight as a key concept but leaves important implementation details open, including expected review timelines, required access to provider tools and databases, and the distinction between insight, concurrence, and approval. Right now, the CLDP Insight Plan has no boundaries. Ask: Clarify Government insight boundaries such as NASA review authority, provider authority, review timelines, access to engineering data, etc.
- NASA has updated the RFP H.14 Insight Clause to clarify Insight definitions, Insight authority, Insight Govt. Rights, Insight processes and Insight purpose. As stated in the SOW, Section 2.3 Government Insight will be implemented in accordance with the Contractor provided DRD CLDC-104 Insight and Collaboration Plan. In this plan, the contractor is to propose to NASA how they intend to provide NASA critical insight to include timelines, access to tools/databases, communication process, etc. NASA will utilize the Contractor's Insight Implementation Plan to ensure NASA can perform their insight as defined in Clause H.14, Government Insight, and consistent with CLDP-PLN-3016 CLDP Insight Management Plan.
176. DRFP Section H, GOVERNMENT INSIGHT - In addition to the insight clause referenced, the DRD types require NASA explicit approval and or review with the option for disapproval within 30 days. This constitutes "oversight" rather than "insight" and can expose the contractor under an FFP to significant cost and schedule delays if the reviewer is not in alignment with the commercial providers approach to satisfying the goals and objectives. The depth of requirements and impetus for a provider to reach the reviewers satisfaction can be open ended - either reconsider the FFP contract type for CLIN 2 to a cost-plus basis or elevate the requirements to higher level goals and objectives and ensure the contractor meets the overall intent.
- H.14 Government Insight is a key feature in this contract to provide the contractor ultimate control and flexibility to follow their internal processes while allowing the Government access and insight to participate and monitor key activities versus requiring NASA formal review and approval. Data required under a DRD is not insight. All Type 1 (including DRD CLDP-104 Insight and Collaboration Plan) and Type 2 DRDs, execution of SOW shall statements, Milestones Completion data require NASA oversight and approval. Many DRDs associated with plans and processes are considered meets the intent. Type 3 DRDs (of which there are 25) do not require formal NASA review and/or approval.

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177. DRFP Section H, GOVERNMENT INSIGHT paragraph (e) - Ask: This paragraph describes "Joint Test Activities" but does so in a way that appears to indicate NASA observing and/or participating in an existing test campaign managed by the offeror. Why is this characterized as "joint" testing? How does this differ from any other testing performed by the offeror?

The content of joint testing has been removed from the H.14 Government Insight Clause for the Final RFP.

178. The Statement of Work (SOW) Section 2.12 provides detailed and extensive requirements for electronic access, physical facility space allocations, and transportation support needed for NASA personnel supporting CLD missions in various locations and roles. The requirements are based on implicit assumptions about operations concepts, roles and responsibilities, and operations implementation plans which may not be valid for a given provider.

Ask: Specify NASA's mission operations insight and authority objectives, and make this a tailorable DRD that must be agreed and baselined prior to initiation of CLIN 2; remove specific headcount requirements and role definitions from this section.

NASA intends to maintain Section 2.12 NASA Access to Partner Facilities and Tools as this represents the minimum requirements for access to partner facilities and tools based on years of experience.

179. DRFP Section H, GOVERNMENT INSIGHT - The dRFP seems to indicate possible additional NASA insight/oversight on cargo transportation suppliers. NASA CLDC based cargo transportation supplier insight/oversight is expected to be similar to CRS2. Adding additional insight/oversight requirements to a reliable heritage cargo transportation vehicle could cause prices to be higher to accommodate the increased NASA involvement.

Based on lessons learned on CRS and CCtCaP, NASA has identified areas of risk that have been identified for clarity in the contract. NASA does not intend to substantially increase the level of insight/oversight on Transportation systems from the current CRS2/CCtCaP baseline. However, as the contract is for an end-to-end service, the insight requirements and needs for transportation need to be levied on the CLD Provider. Current heritage insight processes can be proposed.

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THEME: INSURANCE

180. DRFP Section H, INSURANCE FOR DAMAGE TO PROPERTY - Excluding CLIN 1, this clause requires the contractor to carry insurance coverage in the following amounts: 1) \$2 million to cover damage to government property, and 2) \$500 million to cover damage to Destination Elements launched on a NLS Category 2 launch vehicle. The clause then contains a limitation on liability in paragraph (c), which states that the USG, “will waive claims for Damage (as defined in the clause, Cross-Waiver of Liability for Science or Space Exploration Activities unrelated to the International Space Station) to Government Property only to the extent such claims exceed the maximum insurance amount.” It is unclear how that limitation of liability is impacted by what appears to be contradictory text in paragraphs (e) and (f). Paragraph (e) states that the coverages under the clause “shall not be deemed as a limitation on the Contractor’s liability.” Paragraph (f) requires Contractors to, “indemnify and hold the U.S. Government harmless against such liability not adequately covered by the required insurance up to the amounts stated herein or in the applicable Task Order, for all damages the U.S. Government may incur as a result thereof, including costs and expenses of defending against any suit or claim.” It is unclear to whom the Contractor may be liable. Is paragraph (e) intended to state that the Contractor is responsible for damage to or loss of Destination Elements above the required insurance amount in paragraph (d)? Will NASA please clarify the intent with regard to the “Contractor’s liability” given that the clause title indicates that it is not intended to cover third party liability? What is the relationship between paragraphs (e) and (f) if no insurance is required under paragraph (d) when a NLS Category 3 launch vehicle is utilized to launch a destination element? Is this clause meant to require Contractors to indemnify the USG up to the required amount of insurance or hold Contractors liable for all claims without a cap, above the required insurance amounts? In other words, should paragraph (f) read: “The Contractor shall indemnify and hold the U.S. Government harmless for losses up to the insurance amounts required in paragraphs (c) and (d) should the Contractor fail to maintain the required insurance amounts stated herein or in the applicable Task Order, for all damages the U.S. Government may incur as a result thereof, including costs and expenses of defending against any suit or claim,” which would cap liability at the required insurance amounts in paragraphs (c) and (d)?

NASA plans to update the RFP to clarify that the Contractor's liability for Property Damage to Government Property is capped at the required insurance amount, and that this statement does not apply to the insurance for damage to Destination Elements launched on NLS Category 2 launch vehicles. NASA also plans to update the RFP to clarify that the Contractor is only required to indemnify the USG up to the required amount of insurance. NASA also intends to clarify paragraph (e) (now paragraph (d)(iii)) to indicate that while NASA is requiring insurance for damage to contractor property in certain instances, NASA is not assuming responsibility for the contractor's liability or approach to managing risk. In the absence of an approved indemnification request, NASA does not have legal authority to limit the contractor's liability for harm to third parties, or for damages to the contractor or its related entities.

THEME: IT APPROVALS

179. The Protect the American Public details are excellent [referring to the American Taxpayer Clause]. I would ask for AI use, particularly for data/analysis and access to their [Contractor] internal systems as a weighted technical factor.

NASA does not plan to call out AI specifically as an incentivized factor in the evaluation. However, proposers can offer AI as an innovative, cost-saving approach which will be evaluated. NASA is still evaluating the proper use of AI in general while ensuring safety and there are ongoing efforts to develop specific requirements for the Agency.

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THEME: LETTERS OF INTENT

180. DRFP MA.1 Program Management Approach (3) - We believe that requiring detailed insight into and dictating the contents of a transportation letter of commitment to a platform provider is counterproductive to NASA's objectives. By defining the specific contents of such letters, NASA would inadvertently dictate the commercial terms between transportation operators and platform providers, potentially precluding optimal commercial arrangements. Instead, we recommend that NASA request evidence that a commitment exists such as a cover letter or memorandum of understanding without requiring visibility into the specific terms of that commitment. These commercial relationships can take many forms, and mandating insight into contractual details is neither necessary nor reasonable for NASA's purposes.

NASA is evaluating all the industry comments in this area and will provide clarification and updates in the Final RFP including changing the Letters of Commitment to Letters of Intent. NASA has determined not to conform the Letters of Intent in the contract in the final RFP; however, NASA still intends to request the information if it is available in order to understand the basis for the end-to-end service price and risk associated with transportation. All proposal information will be protected as required by FAR 3.104-4, "Disclosure, protection, and marking of contractor bid or proposal information and source selection information."

181. DRFP MA.1 Program Management Approach - For the letter of commitment (LOC) the section states that the flight rate must be included. Is this the rate of flights the provider is capable of providing each year?

Yes, we are asking for the planned flight rate each year for the length of the contract.

182. DRFP MA.1 Program Management Approach - For the letter of commitment (LOC) the section states that the schedule must be included. Is this the number of months between each flight the provider is capable of providing each year?

This is the approximate number of flights per year the transportation provider intends to provide for the length of the contract, which should align with the Destinations architecture.

183. DRFP MA.1 Program Management Approach - The requirements for the letter of commitment (LOC) appear to require firm-fixed price for 15 years. Is this correct?

The Letters of Commitment (LOC) has been removed from the RFP and have been replaced with a "Letter of Intent". NASA is requesting estimated pricing for the period of performance if available in the newly named "Letters of Intent". The information from the LOI will not be conformed into the contract. However, the end-to-end service pricing offered should align with estimates used in Section B Pricing. If values in Section B are different from the LOI, the Offeror should explain differences in the BOE. Offeror's will have an opportunity to update their transportation pricing if justified as "major transportation change" at the RFTOP and at each option period.

184. DRFP MA.1 Program Management Approach - MA.1 references both an "Attachment J-20 Letters of Commitment" and "Attachment J-20 Letters of Intent." We assume these are the same and should be "Attachment J-20 Letters of Commitment." Will the Government please confirm and correct the DRFP language?

NASA will clarify in the Final RFP but has removed Attachment J-20 and the language "Letters of Commitment" and is now only using the term "Letters of Intent." NASA will update in the Final RFP to clarify what is expected in the LOIs.

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185. DRFP MA.1 Program Management Approach - Ask: (1) For transportation LOCs: what commitment strength is acceptable (binding vs. best-efforts), how long must LOC pricing remain valid relative to the 365-day offer acceptance period?
(2) How will NASA treat a provider price change between submission and award?
(3) Please describe the intended scope and mechanics of the GFTSS alternative (Attachment J-15) for offerors electing CLD-Only service.
- 1) NASA is not defining a commitment strength or pricing validity dates.
2) NASA is updating the LOC to a Letter of Intent (LOI). LOI pricing will not be conformed into the contract; however, the end-to-end service pricing offered within the proposal is part of the firm-fixed price and should align with values provided in the LOI. Offerors should explain differences in the BOE if they do not align. Offeror's may request a price adjustment in the RFTOP if major transportation cost increase and at each option period.
3) NASA is updating the current J-15 approach which will be clarified in the Final RFP.
186. DRFP MA.1 Program Management Approach - For Attachment J-20, the RFP states: "The offeror shall include signed evidence of commitment, signed interface documentation showing Letters of Commitment (LOC) from the Crew and Cargo Transportation providers."
Please clarify what is required by "signed interface documentation" beyond the additionally listed "transportation cost, flight rate, schedule, and the vehicle capabilities."
The term "signed interface documentation" will be removed from the RFP. The Letters of Commitment delivery requirements are also being updated and clarified in the Final RFP as Letters of Intent and Attachment J-20 is being removed.

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187. DRFP MA.1 Program Management Approach - Section L, MA.1(3) requires the offeror to provide "Letters of Commitment (LOC) from the Crew and Cargo Transportation providers proposed to support Mission Services for the entire period of performance of this contract as Attachment J-20 Letters of Commitment," including "the transportation cost, flight rate, schedule, and the vehicle capabilities" for each provider, with pricing aligned to the Attachment L-08 Business Case Analysis Template. However, the immediately following "DRD & Attachments" paragraph twice refers to the same attachment as "Attachment J-20 Letters of Intent," including that it "shall be submitted in the Mission Suitability proposal (Volume II)" and "shall be incorporated into the Model Contract (Volume V)." A letter of commitment (binding) and a letter of intent (non-binding statement of good-faith intent) are materially different instruments, and the solicitation does not state which is required. Compounding this, Attachment J-20 itself contains only the notation "(As proposed by Offeror)" — no template, required content, or specified level of firmness for pricing and schedule terms — leaving offerors without a common standard against which proposals will be prepared and evaluated. As written, the requirement also presents a structural realism concern independent of any offeror's capability. Unlike prior crewed programs in which the contractor was itself the transportation provider, a commercial LEO destination may rely on separate crew and cargo transportation providers, so this third-party commitment instrument has limited acquisition heritage and warrants precise definition. Commercial launch and transportation services are typically contracted with firm pricing and manifest commitments only over near-term horizons; binding cost, flight-rate, and schedule commitments from an independent provider spanning the entire period of performance (extending to 2042, i.e., 15+ years), incorporated into the contract and disclosing that provider's commercially sensitive pricing, are not consistent with prevailing commercial practice. In fully binding form, the requirement may be impractical for any offeror-provider pairing to satisfy and may deter or narrow transportation-provider participation. Recommendations:

1. Recommend NASA resolve the internal inconsistency between "Letters of Commitment" (Table of Contents, attachment title, MA.1(3)) and "Letters of Intent" (DRD & Attachments paragraph), and state definitively whether a binding commitment or a good-faith letter of intent is required.

1. NASA is removing the term "Letters of Commitment" and will only be using the term "Letters of Intent" in the final RFP. NASA will update the RFP to correct the discrepancy.

2. Recommend NASA provide a J-20 template or defined content standard — required fields, level of pricing and schedule firmness, treatment of escalation, and whether alternate or backup transportation providers are permitted — rather than "(As proposed by Offeror)."

2. NASA has updated the LOI in the Final RFP with more clarity but does not plan to provide a template.

3. Recommend NASA bound any required commitment horizon to a realistic near-term period (e.g., the initial or committed missions) and accept a good-faith letter of intent or planning-level basis of estimate for out-year missions, consistent with commercial transportation contracting practice.

3. NASA has determined not to conform the Letters of Intent in the contract in the final RFP; however, NASA still request the information if it is available in order to understand the basis for the end-to-end service price and risk associated with transportation.

4. Request NASA clarify how Attachment J-20 is incorporated into the Model Contract (Volume V) and how changes in transportation provider or terms over the period of performance are accommodated without creating proposal or contract non-compliance.

4. NASA has determined not to conform the Letters of Intent to the contract. This will be updated in the final RFP to remove Attachment J-20.

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5. Request NASA address protection of the transportation provider's commercially sensitive pricing given the required disclosure and L-08 alignment.

5. All proposal information will be protected as required by FAR 3.104-4, "Disclosure, protection, and marking of contractor bid or proposal information and source selection information."

THEME: MEDICAL STANDARDS

188. DRD CLDC-111 Medical Operations Plan - Text: "5b. Plan for conducting mission medical and behavioral health evaluations for all crew, including testing schedule, ground support requirements, facility requirements, test constraints or special requirements, format of test and/or results, thresholds for reporting off-nominal findings, and any expectation for NASA medical support."

Ask: We recommend replacing "thresholds" with "process".

NASA evaluated these comments and does not plan to make changes to DRD CLDC-111. The Plan should describe the threshold values for off-nominal findings, not how the values are to be determined.

189. DRD CLDC-113 Health Stabilization Program (HSP) Plan - Text: "12. Description of urgent care-level medical capability to enable management of minor medical issues while maintaining quarantine."

Ask: We believe there is no standard "urgent care" level and different urgent care centers have different capabilities. Please clarify what urgent care level means and is needed.

Capability can be proposed and approved via the DRD. Intent is to minimize impact of execution for timely HSP and launch.

190. DRD CLDC -108 Human Systems Integration - The requirements for the HSI Plan Section 1, HSI Organization, Roles and Responsibilities are redundant to what is required in CLDC-104, Insight and Collaboration Implementation Plan. **Recommendation:** Delete HSI Plan Section 1 - HSI Organization, Roles and Responsibilities paragraphs b, c, d, and e. This reduces Contractor hours producing redundant data and DRDs.

NASA evaluated these comments and does not plan to make changes to DRD CLDC-108. This information is not redundant to the information in DRD CLDC-104 as it is not scoped only to NASA insight.

191. SOW 2.20.3 Mission Medical and Behavioral Health Certification - The mission medical and behavioral health certification indicates "participation" of NASA is required but does not clarify what that is intended to mean. We are in alignment that NASA should understand these factors to assess the risk associated with non-USG crewmembers to manage risk, but NASA should not have final decision authority. It should be a joint NASA/Destination provider decision.

NASA evaluated these comments and does not plan to make changes to the RFP. CLDP-STD-1123 defines NASA's expected participation and decision authority roles.

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192. SOW 2.18.42.18.4 Medical Operations - states "NASA will retain medical authority for USG Crewmembers throughout all phases of the mission, including testing, training, and real-time console support, unless delegated to the Contractor for specific scenarios and documented in DRD CLDC-111." On missions with mixed crews under different organizational authorities, a single medical event aboard affects all persons, and time-critical decisions require one on-scene authority with the deepest insight into the vehicle, medical assets, protocols, and procedures. Recommend the SOW establish a default phase-based allocation, implemented through the DRD CLDC-111 Medical Operations Plan: (1) NASA retains medical authority for USG Crew during screening, selection, training, and ground operations at NASA facilities, and for nominal medical care of USG Crew in all phases, with transparent insight provided to the Contractor's medical team; (2) the Contractor's Medical Director holds default authority during training and operations at Contractor facilities involving Contractor-employed crew, with NASA supporting for USG Crew; and (3) aboard Contractor assets, the Contractor holds authority for emergency and time-sensitive, safety-critical medical decisions for all persons — providing stabilizing care with NASA informed and involved as soon as practical, and authority for USG Crew reverting to NASA once the situation is stabilized. This mirrors, with roles reversed, the allocation used for commercial crews visiting the ISS.

NASA evaluated these comments and does not plan to make changes to the SOW. DRD CLDC-111 Medical Operations Plan already allows for phased-based allocations.

193. SOW 2.20.1 Minimum Standards - requires "negative results of 13-panel drug screen per CLDP-STD-1123" as a minimum crew standard, without defining purpose, timing, panel composition, or disposition of results. Immunoassay screening panels are subject to cross-reactivity false positives (e.g., from common prescription and over-the-counter medications), and a point-in-time screen detects recent use rather than identifying substance use disorder or dependence risk. Recommend the requirement be defined to include: (1) purpose; (2) timing — screening conducted as part of mission medical and behavioral health certification under SOW 2.20.3 (rather than at selection), so results are current and operationally meaningful at flight; (3) confirmatory testing of any non-negative screen with Medical Review Officer evaluation before any disposition; and (4) disposition through the medical certification process per CLDP-STD-1123 Section 3, including retest and clinical review, rather than automatic disqualification on an unconfirmed screen.

NASA evaluated these comments and plans to make updates to the SOW and CLDP-STD-1123 to address.

194. SOW 2.20.3 Mission Medical and Behavioral Health Certification - provides for NASA participation in the mission medical and behavioral health certification process to assess risk to USG Crew and the NASA mission. Recommend the section clarify that for non-USG crew, clinical authority for medical and behavioral health suitability determinations rests with the Contractor's medical authority executing the NASA-approved DRD CLDC-130 process, with NASA participation providing insight and risk assessment input — not certification approval — for missions carrying USG Crew. NASA retains its authority over the evaluation and certification of USG Crewmembers.

NASA evaluated these comments and does not plan to make changes to the SOW. NASA participation and approval authority in the crew selection and evaluation is to be defined by the Contractor in accordance with DRD CDLD-130 and approved by NASA. The current approach already allows the Contractor to propose alternative methods that meet the intent of CLDP-STD-1123.

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195. SOW 2.20.3 Mission Medical and Behavioral Health Certification - requires mission medical and behavioral health certification of all Crew no later than L-12 months. Recommend this be changed to no later than L-6 months, retaining unchanged the requirements that certification be complete before Crew participates in hazardous training and that certification remain valid throughout each mission. Those two requirements provide the operative protection; the fixed L-12 date works against it: several evaluations under CLDP-STD-1123 Section 3 carry 12-month validity periods, so certification at L-12 produces test expirations at or before launch by construction, driving routine re-testing and waivers on nominal timelines, with any launch slip compounding the problem. L-12 also precludes missions assembled on shorter timelines. An L-6 deadline preserves certification currency through the mission with margin for schedule movement.

NASA evaluated these comments and does not plan to make changes to the SOW. The current approach already allows the contractor to propose a variance to the 12-month validity period.

196. DRD CLDC-109 Human Error Analysis - Recommend deleting DRD CLDC-109 as a standalone deliverable and consolidating its scope into DRD CLDC-108: incorporate the CLDC-109.1 HEA Plan content as a required Human Error Analysis section of the CLDC-108.1 HSI Plan and deliver the CLDC-109.2 HEA Results and Reports as an additional Type 3 section of CLDC-108 alongside Task Analysis and the HITL Summary Report. These DRDs are already interdependent: CLDC-108.1 requires the contractor's Task Analysis approach to define correlation of tasks to HEA planning; CLDC-108.2 Task Analysis provides the task/subtask basis for CLDC-109.2 results; and both share SOW 2.18, the same applicable documents, and the same PDR/CDR/DCR submission milestones. Consolidation retains the full HEA analytical content and NASA insight while eliminating a duplicative standalone deliverable and its separate Type 1 approval cycle. This is consistent with comparator practice: CCtCap contained no standalone HEA DRD — human error analysis was delivered as part of system-safety-analysis status within milestone data packages (DRDs 102, 104, 105, 112) — and while HLS Appendices P and H carried HEA as a standalone DRD, both set the HEA Plan at Type 2 (1780HS-001; 1665HS-001) with Type 3 reports; no comparator required a NASA-approved Type 1 HEA Plan. Should NASA determine a standalone DRD is warranted, recommend in the alternative that CLDC-109.1 be revised from Type 1 to Type 2.

NASA evaluated these comments and plans to update CLDC-109 to a Data Type 2/3. NASA intends to keep CLDC-108 and CLDC-109 as separate DRDs.

197. Recommend DRD CLDC-111 Medical Operations Plan be re-tiered to Data Type 2. Crew medical operations is central to a continuously crewed destination and the deliverable should be retained; the issue is the tier. CLDC-111 is expressly a living document — updated “to maintain currency, if there are changes mission-to-mission or if there are changes in standard of care” — yet Type 1 requires NASA approval prior to release and permits revision only via contract modification. Routing standard-of-care and mission-to-mission updates through contract mods adds cost and delay without adding oversight; Type 2 preserves NASA's time-limited disapproval right. Type 2 is also the established tier for this content. Within this DRL the interrelated CLDC-114 (Medical and Crew Health System Plan) is already Type 2. Under HLS Appendix P the Medical Operations plan is delivered within DRD 1780OP-003 at Data Type 2, and the Medical Kit Subsystem Plan (1780HS-006) is likewise Type 2. Under CCtCap no standalone medical operations DRD was imposed; the analogous management-plan family was delivered at Data Type 2 within the CBR Data Package (DRD 102). Recommend changing Data Type 1 to Data Type 2.

NASA evaluated these comments and does not plan to update DRD CLDC-111.

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198. DRD CLDC-112 Food and Nutrition Plan, is Data Type 1 (Integrated DRD, p. 113). Recommend re-tiering to Data Type 3. The plan is a process-description document — its Scope "identifies the processes to be used to meet all regulatory and NASA requirements for the... food system throughout the contract period of performance" — not a certification or verification-closure product. Crew food safety is protected independent of the plan's data type: 21 CFR Parts 113 and 114 apply as invoked applicable documents, and CLDP-REQ-1130 [R.CLDS.327] Space Food Development binds the contractor to provide safe, nutritionally adequate food and is verified through the certification process regardless of the plan's tier. Under the Type 3 definition, the deliverable "must satisfy all applicable contractual requirements," so NASA retains full visibility into the contractor's food-system processes while the contractor owns execution — appropriate to a commercial-services model. Type 1, by contrast, places every currency update to this living document ("Final at CDR, updates for currency as necessary") — menu evolution, COTS substitutions, supplier changes — on a NASA approval path, with contract modification required for revisions to binding content. If NASA determines that a retained Government review right over crew-food-safety adequacy is warranted, recommend at minimum re-tiering to Data Type 2, consistent with direct precedent: HLS Appendix P delivers the analogous deliverable, DRD 1780HS-005, Food System Plan, at Data Type 2, with a nearly verbatim scope statement and the same 21 CFR Parts 113/114 basis. No prior crewed commercial solicitation (CCtCap; HLS Appendices H and P) placed a food-system plan at Type 1. Type 2 preserves NASA's time-limited (45-day) disapproval right while removing the recurring approval and contract-modification burden of Type 1.

NASA evaluated these comments and does not plan to update to update DRD CLDC-112 Food and Nutrition Plan.

199. DRD CLDC-112 Food and Nutrition Plan - The Maintenance clause requires that "updates to this document shall be incorporated by resubmission of the document... by complete reissue," with both a clean and a redlined copy for every change. Applying full-document reissue to all updates imposes disproportionate administrative burden and is incompatible with agile food-system development — adding a single food item or updating a supplier does not warrant full-document reissue. Recommend replacing the blanket reissue requirement with tiered change management: (1) minor changes (e.g., new food item, supplier update) incorporated by change notice or appendix update; and (2) major changes (e.g., new processing technology, facility change, or certification-approach change) incorporated by full resubmission.

NASA evaluated these comments and does not plan to update to update DRD CLDC-112 Food and Nutrition Plan.

200. DRD CLDC-112 Food and Nutrition Plan - This item requires the plan to describe the "Process that the Contractor will use to obtain NASA feedback on all menu items," but defines no corresponding NASA obligation. As written, the Contractor must seek NASA feedback while NASA has no defined response time, and it is unclear whether the feedback is advisory or constitutes approval authority — creating asymmetric schedule risk. Recommend the provision specify: (1) a NASA response timeline (e.g., 30 business days from submittal); (2) whether the feedback is advisory or directive; (3) a deemed-approved provision if NASA does not respond within the timeline; and (4) an escalation path for disagreements.

NASA evaluated these comments and does not plan to make updates to DRD CLDC-112. The Commercial Provider may include the provisions in their Food and Nutrition Plan.

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201. DRD CLDC-112 Food and Nutrition Plan - This item requires an "R&D process to develop/approve new space foods," but specifies a process without defining what constitutes an approved food item — leaving no objective acceptance criteria for new space foods the Contractor develops. Recommend the plan be required to define specific acceptance criteria, including: nutritional content aligned with JSC 67378 (already referenced by this DRD); minimum shelf life; microbial safety limits; a sensory-evaluation protocol with minimum acceptability scores; and vehicle-compatibility verification.

NASA evaluated these comments and does not plan to make changes to DRD CLDC-112. The Commercial Provider should define this information in their Food and Nutrition Plan.

202. DRD CLDC-112 Food and Nutrition Plan - The Remarks require the plan to "include a description of how the contractor will transition from government-provided services/equipment to fully contractor-provided by FOC," but the transition is open-ended — no phased milestones, no definition of "fully contractor-provided," and no readiness criteria. Recommend the requirement specify: (1) phased milestones tied to mission number or review gates; (2) a quantitative definition of "fully contractor-provided" (e.g., ≥95% of contractor-provided calories); (3) readiness criteria for each phase; and (4) an allowance for limited GFE supplementation after FOC where justified.

NASA evaluated these comments and does not plan to make changes to DRD CLDC-112. The Commercial Provider may include their proposed transition, if applicable, in their Food and Nutrition Plan.

THEME: NASA PRIORITY

203. DRFP Section H NASA Priority Clause - "NASA PRIORITY. The Contractor shall prioritize NASA requirements with respect to non-NASA customer mission objectives when planning and re-planning operations for performance under this contract and subsequent Task Orders. (End of Clause)". 1) Does this create ROFR for all CLD Station planning and capacity? 2) Is CLD required to take NASA projects over other projects (which may provide more revenue/commercial benefit)? 3) How would Offeror's grant NASA this usage priority (a premium service), while keeping NASA's pricing below the commercial price (per American Taxpayer clause)? 4) As written, CLD would have to present all non-NASA Customer commercial concepts, pursuits, sales, activities, etc. to NASA for review and approval; this is not commercially viable. Suggest removal of this clause as it exceeds regulatory requirements and NASA and USG have control mechanisms and priority service/rights elsewhere in DRFP (Certifications, Crew, Comms, etc.).

NASA has removed this Clause and is making multiple clarifications about NASA Priority and First Rights of Refusal across the RFP and SOW. It is not NASA's desire to be provided the priority at all times, but NASA does require participation in decision making for operational changes that impact NASA mission objectives as updated in SOW 2.16.

204. DRFP Section H NASA Priority Clause - Text: "The Contractor shall prioritize NASA requirements with respect to non-NASA customer mission objectives when planning and re-planning operations for performance under this contracts and subsequent Task Orders. "

Ask: Given NASA's express intention to be one customer of many utilizing the commercial station, prioritization should be subject to supply and demand. Additionally, a cost adjustment should be available for prioritization of NASA needs as would be the case with any commercial customer. This should not be a blanket prioritization, but priority could be granted for safety, national security, or exigent circumstances. Would NASA consider limiting prioritization to safety, national security, or exigent circumstances rather than special rights?

NASA has removed this Clause and is making multiple clarifications about NASA Priority and First Rights of Refusal across the RFP and SOW. It is not NASA's desire to be provided the priority at all times, but NASA does require participation in decision making for operational changes that impact NASA mission objectives as updated in SOW 2.16.

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205. In multiple sections throughout the SOW, NASA reserves a "first right of refusal" but does not articulate a time bound for this right. **Please clarify** for how long this right of first refusal is expected to be honored. **Recommend** a commercially reasonable duration, such as 30 days after the offer to exercise such a right is made.
NASA will make several updates in the SOW regarding "first rights of refusal", specifically for the Crew Commander, Cargo Allocations per increment and capacities for cargo late load and early destow. NASA has updated the SOW to identify and negotiate these requirements as part of each CLIN 3 Mission RFTOP. Contractors should also assume that if NASA identifies a need for these requirements in the RFTOP, but later does not need the cargo space, that it would be made available back to the contractor through Clause H.34 Contractor Use of Excess NASA Capacity.
206. DRFP Section H NASA Priority Clause - NASA priority for the services NASA has procured is supported. Request the clause be defined. As written, "prioritize NASA requirements with respect to non-NASA customer mission objectives when planning and re-planning operations" is unbounded: "NASA requirements" is undefined, and blanket subordination of all non-NASA customer objectives in all planning would prevent the Contractor from making firm commitments to other customers, expose it to third-party breach liability, and deter the commercial demand the CLD Program is intended to develop. Request the clause be revised to: (1) apply when integrated planning presents a conflict between NASA-procured services under an issued Task Order (mission objectives, allocated resources, crew time) and other customer activities, with the NASA-procured services taking priority and safety always governing; (2) route NASA needs beyond the scope of issued Task Orders through the task order and change processes rather than through priority; and (3) be implemented through the integrated planning processes of DRD CLDC-201 and SOW 2.15.
NASA will remove this Clause and is making multiple clarifications about NASA Priority and First Rights of Refusal across the RFP and SOW. It is not NASA's desire to be provided the priority at all times, but NASA does require participation in decision making for operational changes that impact NASA mission objectives as updated in SOW 2.16.
207. DRFP Section H, NASA Priority Clause - The NASA priority clause specifies "The Contractor shall prioritize NASA requirements with respect to non-NASA customer mission objectives when planning and re-planning operations for performance under this contract and subsequent Task Orders." This would seem to indicate that when a CLD provider is building an increment plan, NASA mission requirements take priority over other customer mission requirements. To entice or spur more commercial activity on the CLD, it would seem more appropriate for NASA requirements to be equal to other customers. One could even argue that perhaps NASA requirements should be less priority than commercial requirements in order to spur on commercial market growth.
NASA will remove this Clause and is making multiple clarifications about NASA Priority and First Rights of Refusal across the RFP and SOW. It is not NASA's desire to be provided the priority at all times, but NASA does require participation in decision making for operational changes that impact NASA mission objectives as updated in SOW 2.16.

THEME: PAST PERFORMANCE

208. DRFP L.17.4 JSC 52.215-114 Past Performance Information - Section states that Offerors must provide the following performance data with explanatory remarks on contracts performed in the last three (3) years. Is this data required for all contracts performed in the last 3 years or, all contracts greater than a certain contracts value? Suggest this data be excluded from the 30-page limit required for the Past Performance Description. JSC 52.215-114 Paragraph (h) will be updated to state "Offerors must provide the following performance data with explanatory remarks on **relevant** Government contracts with work performed in the last three (3) years. And that this Section (h) is not applicable to page count.

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209. DRFP L.9 JSC 52.215-126 PERIOD COVERED BY PROCUREMENT - Page 297 [L.9] indicates that this contract is anticipated in running thru 2042. Page 308 [Table L.17.1-1] states that Past Performance Description is limited to 30 pages Page 331 [L.17.4] states "Each offeror shall provide a narrative summary of up to three (3) relevant contracts ...Also Offer shall provide up to two (2) more additional narratives for each qualifying major team member, subcontractors, and supplier... defined as those which Offer anticipates having a total contract value of \$100 Million or more of the work for the entire contract period" The number of qualifying major team member, subcontractors, and supplier that are anticipated to have total contract value of over \$100Million over the anticipate 15 year contract could be 50+. This means that up to 100 Past performance narratives would have to be provide within the 30 pages allotted for the Past Performance narratives. We believe that it will be very difficult to accurately convey the relevancy of each of the programs. **Specific recommendations:** 1) limit the number narrative to 3 for the prime and 2 for each of the 5 major team members, subcontractors, and suppliers that are anticipated to have the largest contract value over the total contract. 2) modify the eligibility of major team members, subcontractors and supplier that are anticipated to have total contract value of over \$100 Million during the 8-year base ordering period 3) if NASA chooses not to implement specific recommendation 1 or 2, we suggest that the RFP language reflect 2-page narrative for each Past Performance narrative. Note that L.17.4 (d) requires 13 specific items that need to be provided as part of each narrative.

NASA has updated the final RFP to read "Each Offeror shall provide a narrative summary of up to three (3) relevant contracts and/or agreements that are active or were completed in the last five (5) years. Also, each Offeror shall provide up to two (2) more additional narrative summaries for up to five (5) qualifying major team members, subcontractors, and suppliers. For Past Performance only: Major team members, subcontractors and suppliers are defined as those which Offerors anticipate having a total contract value of \$100 million or more of the work during the 8-year base period."

210. DRFP L.17.4 JSC 52.215-114 Past Performance Information - For Past Performance only: Major team members, subcontractors and suppliers are defined as those which Offerors anticipate having a total contract value of \$100 million or more of the work for the entire contract period. Does "entire contract period" mean the base 8-year period or does it include all option years as well?

NASA has updated the Final RFP to state "Major team members, subcontractors and suppliers are defined as those which Offerors anticipate having a total contract value of \$100 million or more of the work during the 8-year base period."

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211. DRFP L.17.4 JSC 52.215-114 Past Performance Information - i. The amount and type of Past Performance data requested and/or the value of the Government evaluating Past Performance for this acquisition, if any. Recommend deleting Past Performance as an evaluation factor and evaluating CLDC proposals based on Price and Mission Suitability. Rationale: (1) At the Pre-Proposal Conference, NASA stated that CLDC is the “most complex human spaceflight contract to date” [Slide 12]. Because building and providing services aboard a commercial low-Earth orbit destination has never been done before, NASA specifically invited comments on removing Past Performance as an evaluation factor. (2) Potential CLD providers and their teammates have limited past performance directly relevant to the full breadth of the CLDC SOW. Several areas have little or no comparable human spaceflight experience outside of ISS support, including SOW 2.11, Safety and Mission Assurance; SOW 2.13, certification of human spaceflight systems; SOW 2.14 and 2.16, mission integration and operations; SOW 2.17, transportation, where relevant experience is limited to one certified crew provider and three certified cargo providers; and SOW 2.18.4, crew medical operations. FAR 15.304 permits the Government to select evaluation factors that are meaningful to the acquisition, while FAR 15.305 recognizes that some offerors may lack relevant past performance. Including Past Performance may therefore result in multiple neutral or limited-confidence ratings, reducing the factor’s value as a discriminator. (3) Section M.2 states that Price is approximately equal to Mission Suitability and Past Performance combined, and that Mission Suitability is significantly more important than Past Performance. Past Performance is therefore already the least important evaluation factor. (4) The Volume III requirements impose substantial effort without providing sufficient space for meaningful evaluation. Section L.9 indicates that the contract may extend through 2042. Section L.17.4 requires up to three narratives for the offeror and up to two additional narratives for each qualifying major team member, subcontractor, or supplier expected to receive \$100 million or more over the contract term. Given the anticipated 15-year period of performance, the number of qualifying entities could exceed 50, potentially requiring up to 100 narratives within the 30-page limit. This would not allow offerors to adequately explain the relevance of each contract or provide NASA with sufficiently detailed information for a meaningful assessment.

After careful review of industry feedback and consideration of the unique challenges associated with the CLDC acquisition, the Requirements Development Team has determined that Past Performance will remain as an evaluation factor. However, Mission Suitability has been weighted significantly more important than Past Performance. While industry raised valid points regarding the limited direct past performance relevant to the full scope of CLDC and the administrative burden imposed by Volume III requirements, the Government recognizes that Past Performance, even with its limitations, provides valuable insight into offerors’ reliability and ability to deliver on complex contracts. That said, Mission Suitability is prioritized as the most critical non-price factor, reflecting NASA’s focus on technical and management capabilities essential for mission success in this unprecedented human spaceflight endeavor. NASA has updated the final RFP in L.17.4 to state “Each Offeror shall provide a narrative summary of up to three (3) relevant contracts and/or agreements that are active or were completed in the last five (5) years. Also, each Offeror shall provide up to two (2) more additional narrative summaries for up to five (5) qualifying major team members, subcontractors, and suppliers. For Past Performance only: Major team members, subcontractors and suppliers are defined as those which Offerors anticipate having a total contract value of \$100 million or more of the work during the 8-year base period.” NASA has updated in the Final RFP Attachment L-02 to indicate only specific Statement of Work Sections to evaluate.

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212. DRFP L.17.4 JSC 52.215-114 Past Performance Information - Feedback: We strongly feel past performance should be included in the RFP and evaluated. Past performance is to ensure offerors can show their capability to meet the mission. Past performance is a valuable indicator of contractor team's ability to deliver on time and on schedule. Quote from Industry Day Slide 14: "Ensuring a solid architecture, development and certification plan with a highly feasible and resilient path to building a space station in an affordable manner." The two paragraphs per partner and team member and time period of 5 years of relevancy is too limiting within the DRFP. We have to weigh the backgrounds to ensure they can deliver.

NASA has kept L.17.4 JSC 52.215-114 Past Performance Information. (NOV 2022) - VOLUME III in the final RFP.

213. DRFP L.17.4 JSC 52.215-114 Past Performance Information - Re: feedback item (i). Because an ISS-successor commercial free-flying destination is a first-of-a-kind capability, no offeror possesses directly relevant past performance operating such a station. Recommend that Past Performance be weighted minimally and be permitted to draw on relevant adjacent experience - of the offeror, its teammates and subcontractors, and key personnel - rather than prime-level station-operation history. Over-weighting Past Performance would favor incumbency without predicting first-of-a-kind execution and would narrow the competition among differentiated approaches this program seeks to foster.

After careful review of industry feedback and consideration of the unique challenges associated with the CLDC acquisition, the Requirements Development Team has determined that Past Performance will remain as an evaluation factor. However, Mission Suitability has been weighted significantly more important than Past Performance. While industry raised valid points regarding the limited direct past performance relevant to the full scope of CLDC and the administrative burden imposed by Volume III requirements, the Government recognizes that Past Performance, even with its limitations, provides valuable insight into offerors' reliability and ability to deliver on complex contracts. That said, Mission Suitability is prioritized as the most critical non-price factor, reflecting NASA's focus on technical and management capabilities essential for mission success in this unprecedented human spaceflight endeavor. NASA has updated the final RFP in L.17.4 to state "Each Offeror shall provide a narrative summary of up to three (3) relevant contracts and/or agreements that are active or were completed in the last five (5) years. Also, each Offeror shall provide up to two (2) more additional narrative summaries for up to five (5) qualifying major team members, subcontractors, and suppliers. For Past Performance only: Major team members, subcontractors and suppliers are defined as those which Offerors anticipate having a total contract value of \$100 million or more of the work during the 8-year base period." NASA has updated in the Final RFP Attachment L-02 to indicate only specific Statement of Work Sections to evaluate.

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214. DRFP L.17.4 JSC 52.215-114 Past Performance Information and M.5 JSC 52.215-115 PAST PERFORMANCE FACTOR - We appreciate NASA offering a "neutral" past performance evaluation as many of the offerors will have limited directly relevant government and commercial past performance despite possessing the technical maturity, financial resources, and management capability to successfully execute the contract. We recommend NASA removes the past performance requirement as CLDC is intended to foster new commercial space station capabilities without directly relevant existing analogs. A past performance submission, even with a neutral evaluation, adds proposal burden for both NASA and offerors without improving its ability to discriminate among otherwise qualified CLDC proposals. Alternatively, NASA should revise the RFP to allow offerors to cite internal CLD-related R&D activities as relevant experience.

After careful review of industry feedback and consideration of the unique challenges associated with the CLDC acquisition, the Requirements Development Team has determined that Past Performance will remain as an evaluation factor. However, Mission Suitability has been weighted significantly more important than Past Performance. While industry raised valid points regarding the limited direct past performance relevant to the full scope of CLDC and the administrative burden imposed by Volume III requirements, the Government recognizes that Past Performance, even with its limitations, provides valuable insight into offerors' reliability and ability to deliver on complex contracts. That said, Mission Suitability is prioritized as the most critical non-price factor, reflecting NASA's focus on technical and management capabilities essential for mission success in this unprecedented human spaceflight endeavor. NASA has updated the final RFP in L.17.4 to state "Each Offeror shall provide a narrative summary of up to three (3) relevant contracts and/or agreements that are active or were completed in the last five (5) years. Also, each Offeror shall provide up to two (2) more additional narrative summaries for up to five (5) qualifying major team members, subcontractors, and suppliers. For Past Performance only: Major team members, subcontractors and suppliers are defined as those which Offerors anticipate having a total contract value of \$100 million or more of the work during the 8-year base period." NASA has updated in the Final RFP Attachment L-02 to indicate only specific Statement of Work Sections to evaluate

THEME: PRICING

215. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, Attachment L-01 Price Template, and Attachment L-08 Business Case Analysis Template - Prices in Section B are to be provided for each calendar year for each mission price starting in 2029 for missions with discounts for bulk buys. Attachment L-01 requires that pricing be provided for Government fiscal years, and Attachment L-08 requires pricing be provided in calendar year. Can NASA please provide clarification on the request, fiscal-vs-calendar? Preference would be to choose one or the other for Offerors and evaluators.

Revised Attachment L-01 pricing, from FY to CY to be consistent with Section B and Attachment L-08.

216. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS and Attachment L-01 Price Template - In the CLIN Pricing tab, there are additional transportation services. What are the respective volume and mass requirements for the cargo delivery and return services?

The Additional Transportation Services in Attachment L-01 Pricing Template are directly linked to RFP Section B CLIN 4. The quantity and values are included in the RFP Section B Tables.

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217. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS and Attachment L-01 Price Template - Section B requires fixed hourly rates be provided for each year based on two categories (Professional/Technical and Ops. /Mfg. without any specificity. This appears to be an unbounded requirement not well suited for a 15-year fixed price contract. Respectfully request: (1) Provide the scope of these services; (2) Provide a substantially larger and more specific set of labor categories.
- NASA understands the wide range of skill mixes and roles that this encompasses, and will update the RFP to identify examples of SLCs that would be included in the Professional/Technical and Operational/Manufacturing SLC, but to this approach, without weighting one skill over another, is to simplify and expedite special studies for both NASA and the Contractor. The Contractor should assume escalation as needed. The types of services NASA is contemplating to be performed using these skills are provided in SOW 3.5.
218. DRFP Section H, TASK ORDERING PROCEDURES – SUPPLEMENT - Please clarify whether “major changes to transportation cost” during CLIN 2 Phase 2 RFTOP includes both increases and decreases, or whether only price reductions are permitted.
- As stated In H.2 TASK ORDERING PROCEDURES - SUPPLEMENT, "After completion of CLIN 1, contractors may propose major changes to the transportation cost, additional enhancements/capabilities, and price reductions as part of the CLDC RFTOP process." This would include increases or decreases to transportation pricing, along with required justifications.
219. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS and Attachment L-01 Price Template - The CLIN 4 tables require a single unit price per year for each Additional and Optional Service line item, but the solicitation does not define the unit of measure or pricing basis for most line items - for example, whether items such as Workbench, Glovebox, Ultrasound, Edge Computing, or Small-Arm Centrifuge are to be priced per use, per day, per mission, or per year of availability, and what utilization quantity or duration the "%/Usage" entries assume. Without a defined basis, offerors will price the same line item against different assumed quantities and durations, and the resulting prices will not be comparable in evaluation or usable for consistent task-order pricing. Recommend NASA define the unit of measure, service duration, and assumed utilization basis for each CLIN 4 Additional and Optional Service line item in Section B and Attachment L-01.
- The CLIN 4 Additional Services include the quantity of usage rate for each item. For example, if NASA orders an additional workbench under CLIN 4, this is defined as increasing the utilization time by an additional 25% of NASAs standard allocation. Or for On-Orbit Conditioned Stowage, the Additional Service pricing is for 1 additional Liter.
220. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, L.17.2 PRICE FACTOR – VOLUME I, and Attachment L-01 Price Template - The TEP prices CLIN 5 using a Fully-Burdened Composite Labor Rate (FBCLR) at 2,000 hours per year for each of two categories, Professional/Technical and Operations/Manufacturing, for every ordering year through 2042. Two clarifications are requested. First, a single composite rate necessarily spans many labor roles with materially different underlying rates; the solicitation does not define the role composition, skill mix, or weighting basis expected within each composite category. Recommend NASA define the composition or representative labor mix for each category (or require offerors to disclose their assumed mix in a standardized format) so FBCLRs are computed and evaluated on a comparable basis. Second, committing composite rates through 2042 requires broad long-range assumptions; this concern is compounded by the absence of common escalation guidance and of any out-year price adjustment mechanism, addressed in separate comments, and those recommendations apply equally to CLIN 5 rates.
- NASA understands the wide range of skill mixes and roles that this encompasses, and will update the RFP to identify examples of SLCs that would be included in the Professional/Technical and Operational/Manufacturing SLC, but to this approach, without weighting one skill over another, is to simplify and expedite special studies for both NASA and the Contractor. The Contractor should assume escalation as needed.

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THEME: PROGRAMS DOCUMENTS

221. CLDP-STD-1111 Section 5.5.2 CREW MEDICAL OPERATIONS - This states "crew can operate medical monitoring equipment, perform basic life support (BLS) procedures...." BLS implies that chest compressions and defibrillation are possible, which in discussions with SpaceX, the Crew Dragon cannot accommodate. Recommend stating specifically the basic life support measures that are required.
NASA evaluated these comments and does not plan to make changes to CLD-STD-1111. In CLDP-STD-1111, section 5.5.2 prefaces the quoted area by stating the realist expectations of CVV Health Care System that are available and does not dictate BLS: "All crew receive familiarization with the CVV In-Mission Health Care System and medical procedures and can assist other crew as needed in performing required medical procedures. Crew can recognize and manage common conditions anticipated during transport operations. Crew can operate medical monitoring equipment, perform basic life support procedures, and execute medical interventions under real-time consultation with their respective surgeon using private, secure communication channels."
222. CLDP-REQ-1130 - [R.CLDS.125] PROTECT FOR ATMOSPHERIC CONTINGENCY - A worst case contingency scenario is an unbounded requirement. In order to provide a reasonable assertion as to what the "worst case" contingency is at each phase of crewed flight, "worst case" should be defined more clearly as it introduces design risk if the customer relates "worst case" to mean something different than what the contractor defines it as being.
NASA evaluated these comments and will consider clarifying CLDP-REQ-1130 in future RFP updates.
223. The current RFP has 100s of ISS heritage requirements documents. All or most of these specific requirements should be replaced with high-level performance requirements that are verified as part of the development process, and that allows different CLD providers to pursue different solutions.
NASA understands the sentiment, but maintains the requirements are necessary to ensure the safety of the CLD. NASA has clarified in multiple places where requirements are only applicable to NASA missions.
224. CLDP-REQ-1130 - 'Table D-3 Potable Water Microbiological Limits' - Requires Fungal Count for in-flight water monitoring and is contrary to the SSP 50260 Table D-7 (Microbial Specifications and Monitoring Requirements for ISS Water), which has no fungal requirement. It is recommended that NASA remove fungal count as a requirement or specifically label it verification by ground testing only.
Correct, the CLDP Requirement for POTABLE WATER MICROBIOLOGICAL LIMITS does differ from SSP 50260 in 2 areas (Coliform Bacteria - Non-detectable per 100 ml) and (Fungal Count - Non-detectable per 100 ml). NASA has evaluated these differences and does not plan to make changes to CLDP-REQ-1130. Details associated with verification will be coordinated as part of the DRD CLDC-102 Verification, Validation and Certification Plan.
225. CLDP-REQ-1130 - 'Table D-3 Potable Water Microbiological Limits' - The table states a required value of "0" for Parasitic Protozoa, which is an unclear value needing clarification for verification methodology. It is recommended that the specification be changed to TT for "Treatment Technique" with specification that a filter of 1-micron or smaller shall be required for potable water at point of use.
NASA evaluated these comments and has made updates to CLDP-REQ-1130. For protozoa, Table D.1.3 is correct and zero (0) protozoa are to be identified if tested; alternatively, verification can occur by providing evidence of controls to prevent parasitic protozoa from entering the system. Parasitic protozoa testing requires the filtration of large volumes of water (10 to 50 liters) and specific filtering and microscopy techniques.

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226. CLDP-REQ-1130 – Section D.1.1 WATER QUANTITIES AND TEMPERATURES 'Table D-1 Water Quantities and Temperatures' - These water temperature specifications deviate from other NASA Standards such as NASA-STD-3001 Rev D (water for eye irrigation). Recommend that NASA use Table 6.3-1—Water Quantities and Temperatures from NASA-STD-3001 Rev D directly to reduce confusion.

NASA evaluated NASA-STD-3001, Vol 2 Rev E (water for eye irrigation) Table 6.3-1—Water Quantities and Temperatures and made updates to CLDP-REQ-1130 (Table D-1) consistent with the standard.

227. CLDP-REQ-1130- R.CLDS.135: HATCH WINDOWS – Requires that “the CLDS shall provide a window on all sealable hatches for direct non-electric visual observation of the environment on the opposite side of the hatch.” This dictates a more complicated hatch design that would drive a specific design solution at a large cost and schedule risk to the CLD developer.

NASA has evaluated R.CLDS.135: HATCH WINDOWS and is not making a change. The importance of the requirement is documented in the Rationale: Direct visual observation of the environment on the opposite side of a hatch allows the crew to determine the conditions or obstructions, such as the presence of fire or debris, on the other side of the hatch for safety purposes. Visibility is also needed for ground crew viewing into the vehicle during pad operations and post-landing. Windows do not have the failure modes associated with cameras and display systems that may not be operable during emergencies when most needed.

228. CLDP-REQ-1130 R.CLDS.147: 'CONDENSATION LIMITS' -- The following identifies requirements within the Technical Library that may unnecessarily increase cost, create schedule risk, or drive the CLD toward specific design solutions "...limit condensation persistence on interior surfaces to 1 hour per day within the habitable volume throughout all flight phases..." The stated 1-hour condensation limit for vestibule volumes that experience full vacuum swings assumes a vestibule size that is approximate to the ISS vestibule size. Example: A module transitioning from a cold vacuum condition after a parking orbit will not be able to warm up in only one hour to prevent condensation if that vestibule is larger than the ISS vestibule. On the ISS, there has been an exception to the 1-hour rule that permits up to 72-hour window following vestibule operations for condensation. Will this same ISS exception be permitted to meet this requirement for CLD?

NASA has evaluated R.CLDS.147: 'CONDENSATION LIMITS' and is not making a change. As stated in the rationale: “The system is to provide controls and mitigation steps to limit the formation of water condensate on internal surfaces, which has been demonstrated to promote growth of fungi, as this poses a hazard to crew health. These controls need to consider pre-launch strategies until docking. Examples of moisture buildup from Mir and ISS missions that resulted in fungal growth include non-insulated cold surfaces and designed operations, which moisten surfaces (such as wetting a cloth) without appropriate drying.”

229. CLDP-REQ-1130 R.CLDS.822: Safe Haven in Destination & R.CLDS.375: CONSUMABLE SIZING -- Both the 'Safe Haven in Destination' and the 'Consumable Sizing' requirements require a set amount of reserve consumables to be maintained for contingency. It is not clear if these requirements stack (i.e., must include the amount of consumables for both), or if the greater of the two can be considered sufficient to meet both.

These 2 requirements are not meant to stack together. The requirements are to cover the expected nominal consumables and the extra consumables required to handle the worst contingency event for a given consumable. Safe haven is one of the contingencies to consider and may be the driving scenario for items like food, but a MMOD strike and module depress/feed-the-leak may be driving for a consumable like nitrogen. R.CLDS.822 can be considered a lower level requirement of the more generic R.CLDS.375.

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230. CLDP-REQ-1130 R.CLDS.252: HABITABLE ATMOSPHERE (Table E.1: 'Table E-1, d. Cabin ppCO₂' -- The 1 hour average ppCO₂ level of 3 mmHg is tighter than current ISS operations for CDISS (3.5 ppCO₂ w/ 3 hr. average). This appears to utilize applied ppCO₂ limits from the NASA-STD-3001 human rating requirements rather than ISS historical control limits. This drives ppCO₂ controls outside the level provided by most/if not all existing (high TRL) CO₂ scrubbing technical solutions.

NASA evaluated this comment and does not plan to make changes to the Cabin ppCO₂ requirement in CLDP-REQ-1130, R. CLDS.252 HABITABLE ATMOSPHERE (Table E.1). ISS partial pressure of carbon dioxide (ppCO₂) levels were reduced over time as the technology allowed. The current NASA-STD-3001 Vol. 2 standard requirement is a 1-hr average of 3 millimeters of mercury (mmHg) and is being leveraged on all future Programs based on ISS lessons learned.

231. CLDP-REQ-1130 R.CLDS.125: 'PROTECT FOR ATMOSPHERIC CONTINGENCY' -- A worst case contingency scenario is an unbounded requirement. In order to provide a reasonable assertion as to what the "worst case" contingency is at each phase of crewed flight, "worst case" should be defined more clearly as it introduces design risk if the customer relates "worst case" to mean something different than what the contractor defines it as being.

NASA evaluated this comment and updated the requirement rationale to clarify expectations and the hazard analysis process will drive out contingency scenarios to be assessed.

232. CLDP-REQ-1130 R.CLDS.824: 'Average Continuous and Peak Power' -- 8 kW power (and commensurate thermal) loads are not qualified to specific phases of flight/mission A,B,C type. As written, it implies that the destination will need 8 kW, 11 kW peak, available for first 30-day mission.

NASA evaluated this comment and does not plan to make changes to CLDP-REQ-1130. The power numbers in CLDP-REQ-1130 are expected to encompass utilization requirements listed in SOW, Table 1.5-1 NASA Minimum Capability Requirements, Category 3.

233. CLDP-REQ-1130 R.EVA.091: 'Paint ' -- This requirement indicates that Paint cannot be used on EVA translation paths. Does NASA provide a contingency for CLD destinations that use white paint for radiator panels that must also be allocated as translation paths? NASA evaluated this comment and does not plan to make changes to CLDP-REQ-1130, R.EVA.091. The Rationale explains what surfaces are void of paint: "Rationale: Paint should be avoided on EVA equipment, on EVA worksites, and near EVA translation paths (often considered the "simple" solution to improve passive thermal properties or provide corrosion control). Paint is difficult to apply properly, difficult to maintain without damage preflight and during processing and may flake off in a vacuum environment after thermal cycles. Additionally, paint is easily damaged by any contact from an EVA crewmember. Damaged paint will change the surface optical properties and can become foreign-object debris which clogs mechanisms and increases Micrometeoroid Orbital Debris (MMOD) risk. "

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234. CLDP-REQ-1130 R.BER.036: 'CENTERLINE BERTHING CAMERA SYSTEM REQUIREMENTS' –What contingencies does NASA have for CLD Destinations that do not have the ability to incorporate a CBCS capability? For some CLD Destination that are advanced in their designs (i.e., radial ports that are not intended to interact with other ISS modules) a major and costly redesign would be needed to implement this requirement.
NASA has identified an overlap with R.EVR.015 Berthing Cue System Requirements and therefore deleted R.BER.036. Per CLDP-REQ-1130, Appendix P the Contractor is not required to use a CBM and can develop their own berthing system. If a CBM is used because of its significant heritage, Appendix P.1 provides additional requirements as reference.
235. CLDP-REQ-1130 R.CLDS.796: DESTINATION ATTITUDE ENVELOPE -- Heritage VV 15° Half Angle Attitude Envelope drives attitude control approach and Station Configurations.
NASA evaluated this comment and does not plan to make changes to CLDP-REQ-1130 R.CLDS.796: DESTINATION ATTITUDE ENVELOPE. The requirement for an LVLH attitude placing docking ports within a 15 deg half angle to the LVLH +/- X and Z axis protect heritage ISS Visiting Vehicle that were designed thermally and from an RPOD operations perspective. This requirement exists to ensure existing ISS heritage Visiting Vehicle certifications can be utilized on the new Destination with minimal changes requiring a delta certification.
236. CLDP-REQ-1130 Table D.1.3: 'Table D-3 Potable Water Microbiological Limits' -- Requires Fungal Count for in-flight water monitoring and is contrary to the SSP 50260 Table D-7 (Microbial Specifications and Monitoring Requirements for ISS Water), which has no fungal requirement. It is recommended that NASA remove fungal count as a requirement or specifically label it verification by ground testing only. Additionally, the table also states a required value of "0" for Parasitic Protozoa, which is an unclear value needing clarification for verification methodology. It is recommended that the specification be changed to TT for "Treatment Technique" with specification that a filter of 1-micron or smaller shall be required for potable water at point of use.
NASA evaluated this comment and does not plan to make changes to CLDP-REQ-1130. The CLDP Requirement for POTABLE WATER MICROBIOLOGICAL LIMITS does differ from SSP 50260 in 2 areas (Coliform Bacteria - Non-detectable per 100 ml) and (Fungal Count - Non-detectable per 100 ml). NASA has evaluated these differences and does not plan to make changes to CLDP-REQ-1130. In-flight testing is not required for ground supply water. All testing is to be performed with flight-like conditions on the ground prior to flight. If the system uses reclaimed/recycled water, then the reclaimed water would have to be tested to satisfy this requirement in a manner consistent with or exceeding ISS capabilities - bacteria and coliform testing performed in-flight and fungal testing on ground. Furthermore, Parasitic protozoa testing requires the filtration of large volumes of water (10 to 50 liters) and specific filtering and microscopy techniques. Alternative approaches may be proposed as part of the DRD CLDC-102 Verification, Validation and Certification Plan.
237. CLDP-STD-3102 and 2.11.1 Hazard Analysis and System Safety - The requirement for a co-chaired safety review process with NASA having approval of critical and catastrophic hazards has historically caused schedule impacts that is inconsistent with NASA's desire to replace the ISS by 2030. Recommend NASA accept an approach where the commercial provider leads and adjudicates hazards using their internal processes with NASA as a stakeholder and not have NASA approve all critical and catastrophic hazards.
Due to past lessons learned and recommendations from STAR, PIT and ASAP, NASA has determined co-chaired SRPs are the appropriate compromise between ensuring NASA has the necessary insight and oversight on hazards impacting USG crew safety, while allowing the Provider to maintain ownership of design and provider resources. On past/current commercial contracts, NASA has retained sole SRP chair authority. CLDC has moved to a joint format.

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238. Between the CLDP-REQ-1130 requirements (approximately 480), Standards (approximately 100 with numerous shall statements embedded), and Type 1/2 DRDs (Approximately 80 deliverables with embedded requirements), there are thousands of requirements needing various levels of formal verification/Approval. This seems misaligned with NASA's needs to have a space station on orbit by 2030. To help expedite the approval process, we recommend NASA more deeply review their requirements, standards, DRDs and consider which are critical to have formally verified / approved and which can be shifted to an alternate mechanism such as: 1. Either eliminate or convert as many as possible CLDP-REQ-1130 requirements to TPM's based on criticality 2. Downgrade Type 1/2 DRDs to Type 3 or eliminate entirely
NASA has evaluated CLDP-REQ-1130 requirements and standards to minimize where possible. The current meets the intent approach for standards already provides the contractor flexibility to use their defined commercial process via NASA approved content. As a result, some DRDs will be reclassified at Type 3. NASA does not plan to make changes to CLDP-REQ-1130 to convert requirements to TPMs. Proposed Variances to requirements will be evaluated based on specific design and application using the process defined in SOW 2.10.2 and DRD CLDC-106.
239. CLDP-PLN-2000 - The process for approval of alternate standards is overly burdensome. From Appendix E paragraph 4: *"NASA and the Commercial Provider will each assign a SME responsible for facilitating communication during the alternate standard process. A collaborative activity will be established where the Commercial Provider SME initially supports a cadence of comment reviews advancing into development of acceptance rationale and/or mitigations to support comprehensive identification of technical, schedule, and risk impacts of adopting the alternate standard. A NASA SME is responsible for preparing the adjudication documentation and briefing the approval authority on its acceptability. NASA plans to work with the Commercial provider to complete the alternate standards adjudication process no later than PDR."* This seems overly burdensome and time consuming. Recommend NASA consider an expedited approval process for contractor alternate standards already approved on other NASA programs as a means of shortening this process and consider a tiered approach to approval (based on standard criticality) where not all standards are required to follow the 5 steps and NASA control board approval as documented in the SOW.
NASA evaluated these comments and will consider updates CLD-PLN-2000 in future updates.
240. CLDP-REQ-1130, R.CLDS.821 - Destination Deorbit (3.4.1) The CLD shall provide the capability to perform a controlled deorbit, that meets Section 4.6 and 4.7 of NASA-STD-8719.14 Process for Limiting Orbital Debris, from the first Destination element's initial orbital insertion through all phases of on-orbit assembly, operational life, and system retirement, including both planned nominal and contingency early end-of-life scenarios. This is a very challenging requirement to meet through all phases of on orbit life and will ultimately impact overall CLDS architecture configurations and capabilities. NASA should consider removing this requirement altogether. Loss of vehicle control is already considered as part of the integrated hazard reports and is evaluated as part of the system safety process for all mission phases to ensure appropriate hazard controls are in place. This requirement is overly restrictive and design driving.
NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130. Proposed variances to requirements will be evaluated based on specific design and application using the process defined in SOW 2.10.2 Requirements Management and DRD CLDC-106 Verification Closure Notice (VCN).
241. JSC-35228 - Conjunction Assessments Standard - Requirement CA-1 - This has historically been a government function for human spaceflight (ISS) programs. NASA should consider adding Commercial LEO Destinations & Visiting Vehicles to the existing ISS MOA with 18th SDS for access to High Accuracy Catalog and screenings.
NASA evaluated these comments and does not plan to make changes to JSC-35228.

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242. CLDP-PLN-2000 - As stated in the Certification Plan; *"The CLD Provider is expected to work with NASA and the Transportation Providers to develop an integrated certification plan to support GFS transportation systems with the CLD. NASA will provide requirements defining the CLD to heritage transportation vehicle interface."* Is the bidder expected to include these costs for delta-certification of government-furnished transportation in our pricing?

If NASA provides government furnished transportation, NASA will be responsible for the delta-certification of existing vehicles and/or certification of new vehicles and the cost should not be included.

243. CLDP-REQ-1130 - It appears that Requirement R.CLDS.081, TRANSPORT USG PERSONNEL AND CARGO FROM LANDING SITE was reinstated under revision C of this specification, while other similar requirements were moved to the SOW. Recommend moving this to the SOW section 2.12 where the other requests are located. Additionally, most of this information is already requested as part of DRD-131, page 182 paragraph 2, and it appears to be a duplication of effort.

NASA evaluated these comments and does not plan to make changes to CLD-1130 Requirements and Standards for the Commercial Low-Earth Orbit Development Program. The requirements in the SOW and DRD are intended to be complimentary and are not redundant

244. CLDP-REQ-1130, 3.4.1 - R.CLDS.821 - Text: "The CLD shall provide the capability to perform a controlled deorbit, that meets Section 4.6 and 4.7 of NASA-STD-8719.14 Process for Limiting Orbital Debris, from the first Destination element's initial orbital insertion through all phases of on-orbit assembly, operational life, and system retirement, including both planned nominal and contingency early end-of-life scenarios."

Ask: While NASA-STD-8719.14C requires post mission disposal capability and reliability at EOM (Section 4.6), [R.CLDS.821] extends this to mandate controlled deorbit capability throughout all mission phases, including early assembly and contingency early EOL scenarios. This represents a dramatic expansion beyond the standard's post mission-focused requirements. Our request: Revise R.CLDS.821 to maintain compliance only with post mission deorbit requirement in NASA-STD-8719.14C. Deorbits for other mission phases should be assessed as part of a risk acceptance process prior to initial launch. Also, our interpretation of "controlled" in this context is that even after the event that requires deorbit, the station itself is still stable enough to enable a controlled deorbit.

NASA-STD-8719.14C has been levied as meets the intent. Post award discussion on verification will take these concerns into account. The standard will not be updated prior to Final RFP.

245. CLDP-REQ-1130, V.CLDS.544 - Text: "The inspection shall show that the software algorithm provides multiple readings of a fire or smoke event from a detector and a successful sensor bit test from a single detector to confirm a fire event." Verification Plan appears to prescribe a solution (a successful sensor bit test from a single detector). However, rationale (on page 3-42) just says "may include ... a successful sensor bit test from a single detector." This sentence should be simplified. Ask: Change the text to read: "The inspection shall show that the software algorithm provides multiple readings to confirm a fire or smoke event."

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.

246. CLDP-REQ-1130, R.CLDS.126 - Text: "To ensure crew comfort, the CVV and Destination must provide the capability for crew control of habitable volume temperature and ventilation speed and direction throughout all operations mission phases except quiescent operations."

To ensure crew comfort, it is sufficient that crew has control of temperature and some aspect of ventilation (without specifying "speed and direction"). Specifying "speed and direction" prescribes a solution to crew comfort, while significantly complicating V&V and commissioning.

Ask: Delete "speed and direction" text from the rationale.

NASA evaluated these comments and does not agree to make changes to CLDP-REQ-1130.

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247. CLDP-REQ-1130, V.CLDS.126 - Text: "Verification: The CVV and Destination shall verify crew control of temperature and ventilation by analysis and demonstration. The analysis shall evaluate the life support system and controls. The analysis shall determine the temperature and ventilation speed and direction control authority and setpoints throughout the flight envelope. The analysis shall verify that proper atmosphere mixture to ensure the safety of all crew members is maintained regardless of the crew modulating the ventilation. The demonstration shall show the crew can adjust the temperature and ventilation speed and direction to different set points and verify that the system responds to the crew modulating the temperature and ventilation controls. Success Criteria: The verification shall be considered successful when the analysis and demonstration shows that the crew can control the temperature and ventilation speed and direction to multiple set points or a range, and that the system responds to a change in ventilation set point without violating atmosphere mixture limits identified in Appendix E, Habitable Atmosphere." To ensure crew comfort, it is sufficient that crew has control of temperature and some aspect of ventilation. Specifying that "setpoints" exist for "speed and direction" prescribes a solution to crew comfort, while significantly complicating V&V and commissioning." Ask: Revise text accordingly: "The CVV and Destination shall verify crew control of temperature and ventilation by analysis and demonstration. The analysis shall evaluate the life support system and controls. The analysis shall determine control authority over temperature setpoints and ventilation throughout the flight envelope. The demonstration shall show the crew can adjust the temperature setpoint and ventilation and verify that the system responds to the crew modulating the temperature and ventilation controls. Success Criteria: The verification shall be considered successful when the analysis and demonstration show that the crew can control the temperature setpoint and ventilation."

NASA evaluated these comments and will consider clarifying if future updates are made to CLDP-REQ-1130. The contractor can also propose variances to requirements in accordance with the process defined in SOW 2.10.2 and DRD CLDC-106 (VCN).

248. CLDP-REQ-1130, V.CLDS.546 - Text: "A hardware and software integration test shall show that cabin air circulation, isolation of the inter-module ventilation, and oxygen addition are terminated in the affected module within 30 seconds of a confirmed fire event."

In contrast to the requirement text (page 3-42), this sentence wrongly implies that "isolation" is terminated rather than "inter-module ventilation."

Ask: Delete "isolation of the," for consistency with the requirement text and because it will make more sense that way.

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.

249. CLDP-REQ-1130, V.CLDS.549 - Text: "Inspection of drawings and documentation shall verify that the defined fire suppressant is provided at fixed and portable fire suppressant locations."

This seems to imply that BOTH fixed AND portable fire suppression are required, but they are not.

Ask: Delete "fixed and portable" from the sentence, to make it generic.

NASA evaluated these comments and does not agree to make changes to CLDP-REQ-1130.

250. CLDP-REQ-1130, V.CLDS.539 - Text: "Hardware – software integration testing shall show that the fire detection sensor(s) can indicate a smoke event, combustion byproducts, a potential fire source, and an indication of fire of the constituent levels in the analysis." The rest of R.CLDS.539 and V.CLDS.539 says "and/or" instead of "and." The "and" here would mean we have to detect all four things, going beyond what the requirement says.

Ask: In the sentence, change "and" to "and/or" for consistency with the rest of the requirement.

NASA evaluated these comments and may consider updates in a future revision to CLD-REQ-1130 post award.

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251. CLDP-STD-3102 - The document requires NASA control, approval and review of many things that have an impact on our contractors and suppliers. It essentially gives NASA primary control over design and review, process and decisions on compliance. Technically, the document is OK but just from a program standpoint it changes who is in control. It will/may cause large costs that may not be planned.

Ask: Recommend that the document be tailored to clearly show the provider has authority for approval with NASA participation.

NASA evaluated these comments and does not agree to make changes to CLDP-REQ-1130.

252. CLDP-REQ-1130, V.CLDS.144 - Text: "Verification: The CVV, Destination, and CaVV shall verify the control of gaseous pollutants in the habitable volume by analysis, supported by test. The analysis shall evaluate the vehicle's active control of the concentration of individual trace chemical contaminants introduced into the cabin according to the load defined by Trace Chemical Contaminant Design Load Table.

Test shall determine the integrated vehicle equipment off-gassing generation load and derive actual equipment off-gassing rates.

Analysis shall show that the system design can limit gaseous pollutants to the defined level, taking into consideration all the inputs to pollutant accumulation and the test data providing actual off-gassing rates."

Ask: The two "analysis" paragraphs seem redundant. We recommend deleting one of the analyses (or merge them together into one).

NASA evaluated these comments and does not agree to make changes to CLDP-REQ-1130.

253. CLDP-STD-1140, 7.5.2.1.2 NIOSH - The standard NIOSH (42 CFR Part 84) is listed under Environmental Control and Life Support Systems. However, an emergency breathing apparatus or medical oxygen masks would most likely fall under Crew Support Systems (CSS) or Crew Health and Performance (CH&P). The reference standard listed in chapter 7.5.2.2 is also a reference for CSS and CH&P).

Ask: Rename chapter 7.5.2 to cover Crew Support Systems and/or Crew Health and Performance.

NASA evaluated these comments and does not agree to make changes to CLD-STD-1140.

254. CLDP-STD-1102, R.CPIS.30 Gas Connector - There are two tables named "3.2.5-2 Gas Supply Temperature Ranges". However, the first one actually covers bending radii, the second temperatures and pressures.

Ask: Update the title and numbering.

NASA evaluated these comments and will consider updates to CLD-REQ-1130 in future updates post award.

255. CLDP-REQ-1130, V.CLDS.231 - Text: "Success Criteria: The verification shall be considered successful when the analysis shows that the spacecraft can accommodate the expected metabolic loads imposed by the crewmember, per NASA/TP-2015-218570, Section 3.3.2 Appendix F, "Metabolic Loads," during all flight phases."

There is no Appendix F in NASA/TP-2015-218570, but the title of Section 3.3.2 is "Exploration Metabolic Loads."

Ask: Replace "Appendix F" with "Exploration".

NASA evaluated these comments and will consider updates to CLD-REQ-1130 in future updates post award.

256. CLDP-REQ-1130, V.CLDS.549 -Text: "Success Criteria: The verification shall be successful when the sub-scale testing provides confirmation of compliance with the requirement." However, the "Testing" paragraph above says "full- or sub-scale."

Ask: In the Success Criteria, replace "sub-scale testing" with "analyses and testing" to be consistent with the Verification Plan.

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for the Final RFP.

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257. CLDP-REQ-1130, R.CLDS.332 - Text: "Requirement: The CLD shall measure and report real-time trace volatile organic compounds (VOCs) in the habitable atmosphere to the crew and ground control center."
This wording could mislead providers into thinking that automated VOC monitoring is required, when what is needed is periodic measuring and reporting of VOCs. By "real-time," it should be clarified that this does not imply automated monitoring, but that it does exclude sample transportation to the ground as a means of fulfilling this requirement. Ask: Replace "measure and report" with "provide a means of periodically measuring and reporting." Add to the rationale, "Manual measurement and reporting is acceptable, as long as the measurement and reporting occurs on orbit in real time and does not require sample transportation to the ground."
NASA evaluated these comments and does not agree to make changes to CLD-STD-1140.
258. CLDP-REQ-1130, R.CLDS.332 - Text: "The CLD shall verify the capability to measure and report trace VOCs in the habitable atmosphere to the crew and ground control center by analysis and demonstration."
This wording could mislead providers into thinking that automated VOC monitoring is required, when what is needed is periodic measuring and reporting of VOCs.
Ask: Replace "to measure" with "to periodically measure."
NASA evaluated these comments and does not agree to make changes to CLD-STD-1140.
259. CLDP-REQ-1130, R.CLDS.332 - Text: "The demonstration shall show measured VOC data can be reported to crew and ground control center using flight-representative software and hardware."
This wording could mislead providers into thinking that automated VOC monitoring is required, when what is needed is periodic measuring and reporting of VOCs. It should be clarified that this does not imply automated monitoring, but that it does exclude sample transportation to the ground as a means of fulfilling this requirement.
Ask: Add one clarifying sentence: "Manual measurement and reporting is acceptable, as long as the measurement and reporting occurs on orbit in real time and does not require sample transportation to the ground."
NASA evaluated these comments and does not agree to make changes to CLD-STD-1140.
260. CLDP-REQ-1130, R.CLDS.332 - Text: "Success Criteria: The verification shall be considered successful when the demonstration shows the CLD provides the capability to measure and report trace VOCs to the crew and ground control center for each parameter identified in the analysis."
This wording could mislead providers into thinking that automated VOC monitoring is required, when what is needed is periodic measuring and reporting of VOCs.
Ask: Please replace "to measure" with "to periodically measure."
NASA evaluated these comments and does not agree to make changes to CLD-STD-1140.
261. CLDP-REQ-1130 and DRD CLDP-204 Imagery Plan - The imagery plan resolution and details align with [R.CLDS.782] VIDEO CAMERAS and seem to assume and protect for ground or internal use only cameras (with the exception of d) docking port camera which could be internal or external). For internal or ground cameras the minimum performance capability falls within "typical COTS solution capability", for external cameras there may be existing space-rated COTS solutions that fall below the 1080p (live video) and 5k x 8k still images.
Ask: Within DRD CLDP-204, Imagery Plan and Video Camera Requirements [R.CLDS.782] delineate between external (all video) and internal imagery (video and still) requirements. For external camera performance capability reduce to 960p (live video) and 1k (still imagery) or remove resolution parameter to allow the right architecture solution flexibility between COTS hardware capability, life, and placement.
The Offeror may make this distinction as part of their Imagery Plan deliverable. No changes are planned specifically in this area for the Final RFP.

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262. CLDP-REQ-1130, Appendix E.1 Table E-1 - Atmospheric Habitability Limits - Text: "Requirement: The CVV, Destination, and CaVV shall provide the capability to preserve frozen utilization samples from at least as cold as -95 deg C to no warmer than -10 deg C."
- This requirement should be further clarified:
- MELFI as the heritage freezer can go down to -85°C, so would not meet the requirement.
 - This would require a CRYO freezer that typically goes down to -185°C or -160°C, e.g., GLACIER, which however seems over dimensioned for -95°C.
- Ask: Split out within the requirements to specify freezer cryogenic and freezer temperature requirements, similar to what TABLE 3.6.2-1 does. Re-consider temperature range to be: Cryogenic <-80°C, Freezer <-20°C.
- NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130. There are multiple existing options that can meet the -95 deg C lower bound.
263. CLDP-REQ-1130, R.CLDS.675 - Text: "Requirement: The CLD, CTS, and CaTS shall provide access to electromagnetic interference data to NASA payload investigations to establish a baseline environment for science analysis."
- The requirement should be further clarified, monitoring electromagnetic interference (E- and B-fields) over a wide frequency range is a significant ask. [R.CLDS.532] ATMOSPHERIC MONITORING is requesting monitoring of the Steady-State Magnetic Fields. Is this the intent of requirement [R-CLDS.675]?
- Ask: Clarify requirement per the above and potentially limit to steady-state magnetic fields.
- NASA evaluated these comments and will make updates to CLD-1130 Requirements and Standards for the Commercial Low-Earth Orbit Development Program.
264. CLDP-STD-1106, Optional Utilization Capabilities: D.8 Unpressurized Payload Accommodations - The requirements in the referenced section ask for very large payloads (1.5 x 1.5 x 3 [m]), exceeding even the large JEM EF form factor. Also, the requirement requests active cooling capability, which on ISS only JEM EF provides.
- Ask: Clarify the use case (# of external payloads) that require this excess capability to allow provider to analyze if that capability is offered. Consider limiting the requirements to a typical FRAM-type external payload.
- NASA is using these values as they would cover the majority of external payloads NASA has flown in the past, should NASA choose to procure external services on a CLD if offered. NASA's future forecast of payloads is in work. To promote innovation, NASA is not mandating an interface.
265. CLDP-REQ-1130, R.CLDS.066 - Introduction of JSC-35228, which requires a signed agreement with a provider and some additional requirements per CA-1. f. Do we have a provider (or options) and is it in the business case? Also, related to clarification to NASA, the verification plan and success criteria require an on-orbit demonstration of an identification of a conjunction (for CTS, CLD, and CaTS) prior to first USG crewed mission. As this is probability based (and/or requires interaction with other operators, which could perform orbit correction to reduce collision risk), it could delay the first crewed mission. It's not fully clear, but I suppose the execution of a sequence based on a hypothetical example instead of a real object would suffice for demonstration. And for existing CTS and CaTS, assume these demonstrations do not need to be repeated. Ask: Confirm verification approach is acceptable.
- NASA is not providing a Space Situational Awareness (SSA) provider. The intent is for the Destination provider to begin working with SSA providers to understand how to meet JSC-35228 and a signed agreement committing that Destination provider to the SSA provider is not required at the time of proposal submission. To the second question, the intent of the verification is to ensure that the Destination provider is successfully and safely executing the conjunction assessment plan.

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266. CLDP-REQ-1130, R.CLDS.006 & R.CLDS.028 - Both requirements treat failure tolerance of CTS, but with different requirements (R.CLDS.006 requires dual failure tolerance, while R.CLDS.028 allows single fault tolerance for some systems). This appears to be introduced by change to R.CLDS.006.

Ask: Remove conflict by removing applicability to CTS for R.CLDS.006, or merge requirements by adding exceptions for CTS articulated in R.CLDS.028 to R.CLDS.006.

NASA evaluated these comments and does not plan to make changes to CLD-1130 Requirements and Standards for the Commercial Low-Earth Orbit Development Program.

267. CLDP-REQ-1130, V.CLDS.156 - The verification is worded as if water will only be transported from ground to space and consumed. There is no verbiage about Potable Water that has been processed in space from wastewater.

Ask: We recommend the revised wording: "The test shall include evaluation of a flight-representative water system for a length of time equal to the longest period expected between pre-flight preparation of potable water and post-flight crew recovery and/or water processed from condensate in a flight-representative water processing system."

NASA evaluated these comments and will consider clarifying CLD-REQ-1130 in future updates post award. These clarifications can be discussed post award during Verification and Validation.

268. CLDP-REQ-1130, V.CLDS.157 - The verification is worded as if water will only be transported from ground to space and consumed. There is no verbiage about Potable Water that has been processed in space from wastewater.

Ask: We recommend the revised wording: "The test shall include evaluation of a flight-representative water system for a length of time equal to the longest period expected between pre-flight preparation of potable water and post-flight crew recovery or on-orbit using an ISS equivalent or better microbial test kit."

NASA evaluated these comments and will consider clarifying in a future revision to CLD-REQ-1130 post award. These clarifications can be discussed post award during Verification and Validation.

269. CLDP-REQ-1130, R.CLDS.822 - Text: "The Destination shall provide Safe Haven for the nominal crew complement in the Destination until a rescue-CVV arrives, a CVV repair can be affected, or the CVV disabling event has cleared in the event the attached CVV is declared unable to return crew."

Ask: (1) Please provide clarification of what constitutes a Safe Haven should be provided. For in the event that a CVV is disabled. is the destination a safe haven? And is the alternative true, if the destination is disabled, is the CVV a Safe Haven?

(2) Please provide the time duration to help size each case.

(3) If the above is true, we suggest rewriting the requirement into a 1) VV fault mitigation and 2) a destination fault mitigation as there are potential solutions that would be potentially different for each case.

In the event that a CVV is disabled and is not cleared for return, then the Destination is the safe haven. If the destination is disabled, the CVV is the Safe Haven. See associated requirement in R.CLDS.064. The time duration is dependent on the Provider system design, the failure, and whether a LON capability is available. This requirement is addressing safe haven in the Destination and R.CLDS.064 addresses safe haven in the CVV.

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270. CLDP-REQ-1130, R.EVR.010 - Text: "The CaVV shall be provide the capability to depart the Destination after sustaining an impulse imparted by the CLD Arm. Rationale: This requirement is for the arriving vehicle to support departure after receiving an impulse from the CLD Arm either as result of a missed/failed capture or intentional release." As written, imposing a requirement on the Destination's Robotic Arm (EVR) to impart a departure impulse to a visiting vehicle (CaVV) is unbounded. Mandating that the arm provide a departure impulse an architectural capability that may not be necessary or best for planned scenarios, particularly for providers utilizing simpler arm architectures or standard "fly-away" concepts of operations (ConOps) where separation relies entirely on the visiting vehicle's thrusters.
- Ask: Can NASA provide the specific bounding assumptions, target or recommended CaVV mass/inertia envelopes for "families of visiting vehicles"? Additionally, will NASA consider separating optional, NASA-recommended robotic capabilities from mandatory, baseline requirements within the Robotic (EVR) Appendix?
- Ask: Update the requirement to include explicit bounding limits (e.g., maximum vehicle mass properties, required force/impulse ranges, and contact-dynamics assumptions) that the arm must support. Revise the EVR Appendix to segregate mandatory arm requirements from optional/recommended capabilities, allowing providers to exclude arm-driven departure impulses if their system architecture utilizes an autonomous vehicle fly-away profile.
- NASA evaluated these comments and will consider clarifying CLD-REQ-1130 in future updates post award. These clarifications can be discussed post award during Verification and Validation.
271. CLDP-STD-1106 - Text: "[R.BLC.099] MEDIUM-ARM CENTRIFUGE CAPABILITY, The Destination shall provide the capability to utilize an environmentally controllable centrifuge with at least a 390 mm radial arm to simulate up to 2 g artificial gravity for physical science research."
- [R.BLC.103] MEDIUM-ARM CENTRIFUGE SIMULATED GRAVITY CONTROL. "The Destination shall provide the capability to simulate gravity within the physical centrifuge configurable between at least 0 g to 1 g."
- Ask: The ranges required for artificial gravity deviate, please align these requirements.
- NASA evaluated these comments and will make updates to CLD-STD-1106 for Final RFP.
272. CLDP-REQ-1130, V.CLDS.134 - Text: "The demonstration shall show manual pressure equalization on either side of the hatch at the maximum expected internal/external pressure differentials."
- Ask: Please clarify that it is permissible for this demonstration to be done in a lab environment with a simulated vestibule volume (rather than with the actual flight stack). We recommend adding a clarifying sentence: "The demonstration may be conducted in a lab environment with simulated volume(s) rather than in the Station, as appropriate."
- NASA evaluated these comments and will consider clarifying CLD-REQ-1130 in future updates post award. These clarifications can be discussed post award during Verification and Validation.
273. CLDP-REQ-1130, V.CLDS.134 - Text: "The demonstration shall show manual pressure equalization on either side of the hatch at the maximum expected internal/external pressure differentials."
- Ask: This demonstration will make more sense to do in a lab environment with a simulated vestibule volume, than with the actual flight stack. We suggest adding a sentence: "The demonstration may be conducted in a lab environment with simulated volume(s) rather than in the Station, as appropriate."
- NASA evaluated these comments and will consider clarifying CLD-REQ-1130 in future updates post award. These clarifications can be discussed post award during Verification and Validation.

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274. CLDP-REQ-1130, R.CLDS.617 - Text: "The Destination shall provide the capability for pressurized payloads to vent waste gases at a minimum of 1×10^{-3} torr."

1×10^{-3} torr is already captured in the next requirement (R.CLDS.618), and it does not correspond with the ISS data mentioned in the rationale. Per SSP 57000 Table N.3.6.1.8-1 "VES WORST CASE FLOW RATES," none of those flowrates are at a pressure of 1×10^{-3} torr. Also, the word "minimum" implies that any pressure greater than 10^{-3} torr is acceptable, which I don't think is intended.

Ask: The requirement should be changed to better reflect one of the lines in SSP 57000 Table N.3.6.1.8-1. We recommend "The Destination shall provide the capability for pressurized payloads to vent at least 6.953×10^{-8} kg/min of waste gases to an absolute vacuum pressure of 7.99 Pa (60×10^{-3} torr)."

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.

275. CLDP-REQ-1130, R.CLDS.617 - Text: "Rationale: Historically ISS data recognizes 1×10^{-3} torr of vacuum capability as sufficient for internal payload operations. The worst case ISS VES Flow Rates are as follows: 1 to 5 minutes = 5.32×10^{-3} kg/min, 5 to 15 minutes = 1.658×10^{-4} kg/min, and greater than 15 minutes = 6.953×10^{-8} kg/min" 1×10^{-3} torr is already captured in the next requirement (R.CLDS.618), and it does not correspond with the mentioned ISS data. Per SSP 57000 Table N.3.6.1.8-1 "VES WORST CASE FLOW RATES," none of these flowrates are at a pressure of 1×10^{-3} torr. Ask: For clarification, the pressures from SSP 57000 Table N.3.6.1.8-1 should be added to the rationale. We recommend deleting the first sentence of the rationale and putting "Historically" at the beginning of the sentence about "worst case ISS VES Flow Rates." For clarification, a sentence could be added about where the pressure may be measured. We recommend: "Historically, the worst-case ISS VES Flow Rates are as follows:

- 1 to 5 minutes = 5.32×10^{-3} kg/min at 66.66 Pa

- 5 to 15 minutes = 1.658×10^{-4} kg/min at 10.67 Pa

- Greater than 15 minutes = 6.953×10^{-8} kg/min at 7.99 Pa

The absolute vacuum pressure may be measured in a vacuum line downstream of the payload but still internal to the Destination."

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.

276. CLDP-REQ-1130, R.CLDS.617 - Text: "Verification: The Destination shall verify the Pressurized Payload Vacuum Exhaust capability by analysis.

An analysis of the Destination vacuum system shall verify the capability for pressurized payloads within the Destination to vent waste gasses at a minimum of 1×10^{-3} torr.

Success Criteria: The verification shall be considered successful when an analysis of the Destination vacuum system shows the capability for pressurized payloads within the Destination to vent waste gasses at a minimum of 1×10^{-3} torr." 1×10^{-3} torr is already captured in the next requirement (R.CLDS.618), and it does not correspond with the ISS data mentioned in the rationale. Per SSP 57000 Table N.3.6.1.8-1 "VES WORST CASE FLOW RATES," none of those flowrates are at a pressure of 1×10^{-3} torr. Also, the word "minimum" implies that ANY pressure greater than 10^{-3} torr is acceptable (the sky's the limit), which I don't think is intended. The requirement should be changed to better reflect one of the lines in SSP 57000 Table N.3.6.1.8-1. Ask: We recommend the following wording: "The Destination shall verify the Pressurized Payload Vacuum Exhaust capability by analysis. An analysis of the Destination vacuum system shall verify the capability for pressurized payloads within the Destination to vent at least 6.953×10^{-8} kg/min of waste gases to an absolute vacuum pressure of 7.99 Pa (60×10^{-3} torr). Success Criteria: The verification shall be considered successful when an analysis of the Destination vacuum system shows the capability for pressurized payloads within the Destination to vent at least 6.953×10^{-8} kg/min of waste gases to an absolute vacuum pressure of 7.99 Pa (60×10^{-3} torr)."

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.

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277. CLDP-REQ-1130, R.CLDS.618 - Text: "Verification: The Destination shall verify the Pressurized Payload Vacuum Resource capability by analysis.

An analysis of the Destination vacuum system shall verify the capability for pressurized payloads within the Destination to utilize vacuum resource at a minimum of 1×10^{-3} torr.

Success Criteria: The verification shall be considered successful when an analysis of the Destination vacuum system shows the capability for pressurized payloads within the Destination to utilize vacuum resource at a minimum of 1×10^{-3} torr."

If the payload is still "pressurized," then it will not immediately reach 10^{-3} torr until it is no longer pressurized. The prior requirement (R.CLDS.617) covers payloads that are still pressurized and are actively venting to vacuum. Also, "at least" implies that ANY pressure greater than 10^{-3} torr is acceptable (the sky's the limit), which I don't think is intended.

Ask: We recommend this revised wording: "The Destination shall verify the Pressurized Payload Vacuum Resource capability by analysis.

An analysis of the Destination vacuum system shall verify the capability for payloads within the Destination to maintain an absolute vacuum pressure of no more than 0.133 Pa (1×10^{-3} torr).

Success Criteria: The verification shall be considered successful when an analysis of the Destination vacuum system shows the capability for payloads within the Destination to maintain an absolute vacuum pressure of no more than 0.133 Pa (1×10^{-3} torr)."

NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.

278. CLDP-STD-1140 - Text: "Key elements include results influence, intended use details, decision consequence details, the criticality score, and the achieved credibility levels."

For green-critical models, it seems like unnecessary added work to assess the model credibility, since the model is not at all critical (green criticality). Although there are no pass/fail criteria for credibility assessments, and they are just a reporting tool, it will certainly add cost to require suppliers to complete credibility assessments for all green-critical models.

Ask: The "achieved credibility levels" should be deleted from this sentence. Key elements include results influence, intended use details, and decision consequence details.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1140.

279. CLDP-STD-1140 - Text: "Key elements include results influence, intended use details, decision consequence details, the criticality score, risk assessment results, and the achieved credibility levels. In addition, the complete credibility score is provided, and the Requirements Matrix identifies compliance, and those requirements not addressed."

Ask: Although there are no pass/fail criteria for credibility assessments, and they are just a reporting tool, it will certainly add cost to require suppliers to complete risk assessments, credibility assessments, and Requirements Matrix for all yellow-critical models. The paragraph should end at "criticality score," deleting everything after that (including the last sentence). Key elements include results influence, intended use details, decision consequence details, and the criticality score.

NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future document update.

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280. CLDP-STD-1140 - Text: "In addition, the complete credibility score is provided, and the Requirements Matrix identifies compliance and rationale for those requirements not addressed.
Ask: It will add cost to require suppliers to provide a rationale for those requirements not addressed. This clause should be deleted, so that the sentence ends with "identifies compliance."
Ask: We recommend the complete credibility score is provided, and the Requirements Matrix identifies compliance.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update.
281. CLDP-REQ-1130, R.CLDS.271 - Text: "The CTS, CLD, and CaTS shall meet the intent of NASA-STD-7009 for models and simulations with Red or Yellow Criticality scores, as well as any utilized in making Safety-Critical decisions."
It will add cost to require suppliers to meet the intent for yellow-critical models and simulations. This should only be a requirement for red-critical models & simulations, and those used in making Safety-Critical decisions.
Ask: We recommend the following change: "The CTS, CLD, and CaTS shall meet the intent of NASA-STD-7009 for models and simulations with Red Criticality scores, as well as any utilized in making Safety-Critical decisions."
NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.
282. CLDP-REQ-1130, R.CLDS.271 - It will add cost to require suppliers to meet the intent for yellow-critical models and simulations. This should only be a requirement for red-critical models & simulations, and those used in making Safety-Critical decisions.
Ask: We recommend deleting "or Yellow" from the first paragraph, "Yellow and" from the second paragraph, and "Yellow or" from the Success Criteria.
NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.
283. CLDP-STD-1140 - "Quantitative" statement of uncertainty may add significant cost in many cases.
Ask: We recommend retitling this section: "Statement of Uncertainty."
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update.
284. CLDP-STD-1140 - Text: "Questions to be addressed include...".
It may add significant cost to require models to address each of these questions.
Ask: We recommend softening this sentence to: "Representative questions which may be addressed include..."
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update.

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285. CLDP-REQ-1130, R.CLDS.805 -RESERVED VOLUME FOR INTERMODULE AIR DUCT WHEN VV IS DOCKED text is: "The Destination shall reserve internal volume for a flexible air duct with 152.4 mm outer diameter and 200.7 cm length (including couplings) from the Destination to the VV when a VV is docked."

The actual reserved internal volume inside the destination during the docked operation depends on the architecture (location of coupling to IMV fan, routing through hatches etc.). Most of the actual volume of the duct will probably be located inside the VV during that docked operation. Ask: We recommend the following wording: "The Destination shall reserve internal volume for the part of the flexible air duct located inside the Destination with 152.4 mm outer diameter and up to 200.7 cm length (including couplings) from the Destination to the VV when a VV is docked."

NASA evaluated this comment R.CLDS.805 -RESERVED VOLUME FOR INTERMODULE AIR DUCT WHEN VV IS DOCKED and does not plan to make changes to CLDP-REQ-1130. The rationale for the current requirement as written is: "To accommodate heritage crew and cargo Visiting Vehicles, a minimum amount of Destination volume must be reserved for the flexible air duct that accommodates intermodule air flow between the VV and the Destination."

286. CLDP-REQ-1130, R.CLDS.806 **RESERVED VOLUME FOR INTERMODULE AIR DUCT WHEN VV IS NOT DOCKED**

- Text: "The Destination shall reserve internal volume for a flexible air duct with 152.4 mm outer diameter and 200.7 cm length in a stowed configuration when a VV is not docked."

The previous requirement R.CLDS.805 states the same length but "including couplings". Assuming that this refers to clamps/QDs attached to the flexible duct both requirements should be aligned.

Ask: We recommend the following wording: "The Destination shall reserve internal volume for a flexible air duct with 152.4 mm outer diameter and 200.7 cm length (including couplings) in a stowed configuration when a VV is not docked."

NASA evaluated this comment and does not plan to make changes to CLDP-REQ-1130. The rationale for the current requirement is: "To accommodate heritage crew and cargo Visiting Vehicles, the intermodule air duct must be placed in a stowed configuration on the Destination when Visiting Vehicles are not docked to the Destination. The duct will remain on orbit in the Destination and will not be returned on the VV."

287. CLDP-REQ-1130, R.CLDS.808 INTERMODULE ATMOSPHERE SUPPLY TO A VISITING VEHICLE Text: "Dew point provided to the VV is between 40 and 60 °F."

The CLD cabin is required to maintain 25% to 75% RH, per Appendix E. The CLD cabin also has a Condensation Limits requirement (R.CLDS.147). However, it does not have a 40 to 60 Deg F Dew Point requirement. Table 3.7.4-1 should be revised to specify 25 - 75% RH, instead of Dew Point. You may also add a column analogous to R.CLDS.147.

Ask: We recommend in Table 3.7.4-1, Change "Dew Point" to "Relative Humidity," and change 40-60 Deg F to 25-75%RH. Add a column: Time with Dew Point less than 62.6 Deg F: > 23 hours per day.

NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.

288. CLDP-REQ-1130, R.CLDS.808 - Text: "Temperature provided to the VV is between 65 and 80 °F."

While this is the temperature range of the CLD cabin, waste heat from the IMV fan may increase the temperature of the intermodule air by up to 5 Deg F.

Ask: We recommend: Temperature: 65-85 Deg F.

NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.

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289. CLDP-REQ-1130, R.CLDS.810 - Text: "The Destination shall provide an autonomous OFF and isolation control of the Intermodule Atmosphere Supply to a mated VV on the Destination."
"Isolation control" is ambiguous. Since the hatches do not close autonomously, the atmospheres cannot be autonomously "isolated." However, what is desired is not autonomous "isolation," but autonomous termination of forced atmosphere exchange (as the rationale says).
Ask: We recommend the following wording: "The Destination shall autonomously terminate forced atmosphere exchange with a mated VV if a smoke event, fire, or toxic atmosphere alarm is triggered."
NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.
290. CLDP-REQ-1130, R.CLDS.810 - Text: "An inspection of the Destination design drawings and software specifications shall confirm that the Destination has autonomous capability for to turn the IMV air supply OFF and to isolate the air within the IMV.
Success Criteria: The verification shall be considered successful when an inspection report shows that the Destination provides autonomous control to turn the IMV air supply OFF and to isolate the air within the IMV during unplanned atmospheric changes."
"Isolate the air" is ambiguous. Since the hatches do not close autonomously, the atmospheres cannot be autonomously "isolated." However, what is desired is not autonomous "isolation," but autonomous termination of forced atmosphere exchange (as the rationale says).
Ask: We recommend the following wording: "An inspection of the Destination design drawings and software specifications shall confirm that the Destination autonomously terminates forced atmosphere exchange with a mated VV if a smoke event, fire, or toxic atmosphere alarm is triggered."
Success Criteria: The verification shall be considered successful when an inspection report shows that the Destination autonomously terminates forced atmosphere exchange with a mated VV if a smoke event, fire, or toxic atmosphere alarm is triggered."
NASA evaluated these comments and will make updates to CLDP-REQ-1130 for Final RFP.
291. CLDP-REQ-1130, R.CLDS.811 - Text: "The Destination shall receive return intermodule atmosphere air supply from a mated VV via the open hatch with a heat load not to exceed 550 W."
This may be a carry-over from the "extend-the-lab" capability which VVs provide to ISS. In that case, it may not need to be a requirement for CLD, as the CLD itself may have the lab features currently provided to ISS by extend-the-lab VVs. The overall lab requirements should be specified for CLDS, and the CLDS provider should determine whether all of those lab requirements will be met by the CLD itself, or whether some of those requirements will be met by an extend-the-lab VV. This particular requirement about heat load from an extend-the-lab VV should be changed to a "should," and moved to Best Practices.
Ask: (1) We recommend moving R.CLDS.811 to APPENDIX K BEST PRACTICES.
(2) Change "shall" to "should."
(3) In rationale, change "must" to "should."
(4) Move the associated verification, V.CLDS.811, to APPENDIX K BEST PRACTICES.
NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.

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292. CLDP-PLN-2110 - Feedback: General comments regarding Mission Integration milestone definitions:
- Do not repeat content in both entrance and success criteria definitions. If the content will be presented at the milestone, list it in the success criteria only. If an event needs to occur before the milestone, or a deliverable needs to be formally received or approved by NASA ahead of the milestone, list it in the entrance criteria only.
 - Mission integration milestones should be chaired by the provider. NASA (or other customers) may co-chair sessions related to their mission content, e.g. at UIR or FOR.
 - Provide NLT due dates by which NASA will provide data as inputs to the milestone. For example, section 4.3.1 p4-10, "To support the MBR/VBR, NASA will provide:" should be modified to read "To support the MBR/VBR, NASA will provide the following no later than ATP+1mo:". There should be a minimum of one month between NASA's delivery and the milestone date in every case.
 - For any milestone where NASA may request presentation of special studies or special topics, NASA should include delivery of those requested studies or topics with the pre-milestone delivery detailed in the previous bullet.
- NASA evaluated these comments and does not plan to make changes to CLDP-PLN-2110.
293. CLDP-PLN-3017 - Item 7.c provides a definition for the "Core Utilization Integration Team."
- Ask: This appears to be a leftover from the previous CLD concept, recommend choosing another title.
- NASA evaluated these comments and will make updates to CLDP-PLN-3017 for Final RFP.
294. CLDP-PLN-3016 - Text: "NASA will co-chair the Mission Management Team and will have final authority when USG crew or assets are impacted" appears to conflict with the definitions of the Mission Management Team in CLDP-PLN-2110.
- Ask: Delete this requirement, neither this role nor the SRP co-chair role would be an "insight" role, as both are providing oversight and approval functions for the CLD program. In addition, as a member of the MMT NASA has full insight and a voice for all MMT decisions. Elevation process for any dissents is well defined within NASA so the government always has a path to escalate true crew safety concerns.
- NASA evaluated these comments and does not plan to make changes to CLDP-PLN-3016.
295. CLDP-PLN-3016 - Oversight vs Insight - some of the activities described in Section 4 appear to blur the lines between oversight (approval) and insight (understanding). For example: pg. 4-1, 2nd paragraph of Section 4.0: "... inspect documentation to support milestone acceptance review". If documentation is delivered for a milestone, its review and/or approval by NASA is part of NASA's oversight role, not insight. Similarly, pg. 4-3, Section 4.3, the bulleted list includes board/review participation as well as "review and assess" items which can be correlated to formal milestones defined elsewhere, or certification expectations, that would constitute oversight scope.
- This document also does not appear to consider collaboration efforts as referenced in the SOW as part of GTA/GCA capabilities.
- Ask: We recommend an update to this plan to more clearly differentiate between oversight and insight activities, primarily use insight, and incorporate more guidance for collaboration scope.
- NASA evaluated these comments and will make updates to CLDP-PLN-3016.
296. CLDP-PLN-3016 - The following statement implies blanket access to all non-USG data, which fails to account for the CLD's obligation to protect sensitive and/or proprietary customer data: "Access to data and products related to non-NASA use of the CLDS services (including Non-USG Crew, Payloads, etc.)".
- Ask: We recommend the following rewording: "Understand the scope of non-NASA use of CLDS services, and any associated risks or conflicts with USG crew and mission requirements."
- NASA evaluated these comments and does not plan to make changes to CLDP-PLN-3016 for Final RFP.

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297. CLDP-REQ-1130 - [R.CLDS.803] and [R.CLDS.811]: Both requirements indicate a higher payload utilization inside the visiting vehicles than is currently on the ISS.

Ask: Please clarify whether our understanding is correct. Furthermore, if our understanding is correct, we would appreciate more information regarding the science forecast and strategy for payloads operated only inside a visiting vehicle (include into CLIN 4 for example).

ISS capabilities and performance and were considered in the formulation of these requirements. Requirements [R.CLDS.802] and [R.CLDS.811] were written to anticipate needs for powered payloads in visiting vehicles.

298. CLDP-REQ-1130, R.CLDS.014 - "The CTS and CaTS shall verify the capability to access, install, and maintain 10% of pressurized cargo by volume as Time-Critical Cargo within 24 hours of a scheduled launch by demonstration and inspection." This is a challenging requirement to meet across all possible launch vehicles, which may drive costs higher on flights where NASA chooses to invoke the requirement. **Recommend** removing this requirement to Optional services.

NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.

299. DRFP - Please provide guidance or clarify when referenced or cited documents directly conflict with each other without requiring to confer with a NASA Technical Authority. For example, the Factor of Safety for Beryllium cited in JSC 65828 is different than that of NASA 5001B. Clarity will provide engineering teams autonomy.

JSC 65828 is called out in CLDP-REQ-1130, takes precedence, and the contractor is expected to meet its intent. As a general rule, applicable documents always take precedence over reference documents.

300. CLDP-STD-3102 - Section G.3 requires the CaTS Provider to submit "a full vehicle and system review" focused on "the launch and return phases." Recommend the scope of cargo safety reviews be reconsidered: during uncrewed cargo ascent and return, no USG crew is at risk, public safety is governed by the applicable licensing and range safety regimes, and the consequence of a cargo vehicle failure in these phases is loss of cargo — a mission-success risk allocated through the Success Determination clause and Task Order milestones, not a crew-safety matter. NASA's safety interest in a cargo vehicle arises in the destination-interface phases (approach, proximity operations, docked operations, and departure), where the crewed Destination is exposed — and those phases are already covered by the Section G.4 integrated Destination safety reviews within the Approach Ellipsoid. Recommend G.3 be rescoped to the destination-interface mission phases, or deleted as duplicative of G.4, with launch and return phases governed by the existing licensing regimes.

NASA evaluated these comments and will make updates to CLD-STD-3102 for Final RFP.

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301. DRFP Attachment J-03 CLDS Requirements and Standards - Requests NASA clarify the contractual status of the plan (PLN) documents listed in Attachment J-03. The J-03 preamble states the listed documents "are applicable to this contract and establish the Commercial LEO Destination System (CLDS) requirements," and Table J-03.1 ("Requirements, Standards and Plans") includes seven CLDP-PLN documents (1108, 1111, 1122, 2000, 2110, 3016, 3017) alongside CLDP-REQ-1130 and the CLDP-STD documents. This blanket applicability conflicts with: (a) the SOW, which invokes these same plans through an intent-based construct (e.g., "meets the intent of CLDP-PLN-3016," "meets the intent of CLDP-PLN-2000," "to meet the intent of CLDP-PLN-2110" in SOW 2.14), a formulation that treats the plans as objectives satisfied by Contractor-developed products rather than as requirements documents; (b) the program's requirements discipline, in which CLDP-REQ-1130 Section 1.5 defines requirements as "shall" statements in Section 3 with associated Section 4 verifications, and Section 2 formally distinguishes Applicable from Reference documents; and (c) the plans' own drafting — they are descriptive documents written as "will" statements without verifiable requirements (e.g., CLDP-PLN-2110 Section 1.1 states it "describes NASA internal processes," and Section 6.0 states governance specifics are "defined in the Contract (through Performance Work Statements (PWS), Data Requirement Descriptions and terms and conditions)"). As written, J-03 creates material ambiguity as to what offerors must price and comply with — for example, whether CLDP-PLN-2110 Section 5.0's statements that the Provider "will establish and maintain a strategic increment plan" and that NASA "will participate in the development of the strategic plan" are contract requirements. Adding confusion, the "strategic increment plan" is not a defined DRD. Request Attachment J-03 be restructured to distinguish document categories: CLDP-REQ-1130 and the CLDP-STD documents as the compliance baseline, applicable as levied and tailored through CLDP-REQ-1130 and the SOW; and the CLDP-PLN documents designated as applicable to the extent specified in the SOW, CLDP-REQ-1130, and the DRDs, consistent with the SOW's "meet the intent of" construct. Alternatively, if NASA intends specific plan provisions to be contractually binding, request those provisions be identified explicitly or incorporated into CLDP-REQ-1130 or the SOW, rather than incorporating the plans wholesale as requirements documents.

Attachment J-03 and J-05 will be merged into Attachment J-05 which will contain 3 tables. Table J-05-1 will be Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Requirements with includes the list of documents that is contractually binding and requires verification. Table J-05.2 will be Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Standards that are the list of standards that the offeror shall meet the intent of and may propose an alternate standard against. This table will be also reference from DRD CLCD-103 NASA Standards and Specifications Compliance and Tailoring Plan. And Table J-05.3 will be the applicable documents list Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Applicable Documents List.

302. DRFP Attachment J-05 Applicable Documents - Recommend NASA review and reduce the number of documents listed as Applicable Documents in the Draft RFP or move documents from Applicable to a new Reference Documents section. Currently, the Applicable Documents list includes over 200 documents. This far exceeds the practice of NASA's comparable human-spaceflight contracts (e.g., for CCtCAP, the Applicable Documents list included 7 documents, and USDV included ~150 but many of those were Space Station Program-specific documents). Because Applicable Documents may imply inherited requirements, the magnitude of Applicable Documents currently in the dRFP poses an uncharacterized cost and schedule risk. Candidates for moving to Reference Documents include any document types of Report, Recommendation, Guideline, Handbook, as well as NASA documents listed as a Reference Documents for other similar procurements.

Attachment J-05 Applicable Documents will be updated to only list applicable documents and not reference documents.

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303. DRFP Attachment J-05 Applicable Documents - SOMD-CSD-10001 is listed in Attachment J-05 and invoked by CLDP-PLN-1108 Rev A (HSI evidence items requiring implementation of its Chapters 5 and 6; see also TBR D-1), but is not available in the TDL or publicly. When will it be released, and will CLDP-PLN-2000 Section 8.0 and CLDP-PLN-1108 be reconciled to it before final RFP?

SOMD-CSC-10001 is not planned to be released or utilized in the future.

304. DRFP Table J-03.1 Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Requirements, Standards and Plans - CLDP-PLN-1108, Human Systems Integration Plan, Rev A, is listed in Table J-03.1 among the documents that "establish the Commercial LEO Destination System (CLDS) requirements," but the document contains no "shall" statements levying verifiable requirements on the Provider. Please clarify the intent of including it in the requirements table. If specific HSI provisions are intended to be contractually binding, recommend they be identified explicitly and levied through CLDP-REQ-1130 or the SOW; otherwise, recommend CLDP-PLN-1108 be recategorized as a plan applicable to the extent specified in the SOW, CLDP-REQ-1130, and the DRDs, rather than as a requirements document.

Attachment J-03 and J-05 will be merged into Attachment J-05 which will contain 3 tables. Table J-05-1 will be Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Requirements with includes the list of documents that is contractually binding and requires verification. Table J-05.2 will be Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Standards that are the list of standards that the offeror shall meet the intent of and may propose an alternate standard against. This table will be also reference from DRD CLCD-103 NASA Standards and Specifications Compliance and Tailoring Plan. And Table J-05.3 will be the applicable documents list Commercial Low Earth Orbit (LEO) Destination Contract (CLDC) Applicable Documents List.

305. CLDP-PLN-2000 Section 4.0 states that "[f]or an incremental buildup of CLDS capabilities, NASA expects the Commercial Provider to conduct an IDR, SSR, SIR, APR, and DCR for each new CLDS capability" (Figure 4.0-2), where a capability is defined as "a new element (pressurized or unpressurized), a subsystem, or a major component that is independently launched" — five certification reviews, plus the mission readiness reviews (ORR/FRR/LRR) accompanying each element launch, each a payment-bearing milestone carrying the SOW 2.2 checkpoint and data-delivery machinery. For architectures that add elements and capabilities throughout the contract term, this review density is a dominant recurring cost with diminishing insight value, particularly for recurring units and derivative capabilities. While Section 4.0 permits the Provider to "propose tailoring or combining reviews," the Attachment J-11 template is the evaluated and negotiated baseline: Section L.16.3.2 directs offerors to use it, deletions from NASA's default evaluate as reduced insight and risk, and J-11 Note 5 provides a mechanism for adding milestones (capped at 40% of CLIN 2 price) but none for consolidation. Recommend the baseline itself be streamlined: (1) recurring units of a previously certified capability type proceed on an acceptance and delta-certification basis with status reported in standing reviews, not a repeated review ladder; (2) for new capability types, the baseline be a consolidated construct mirroring the mission milestone approach — a Capability Baseline Review (~L-18 months), Capability Integration Review (~L-12 months), and the DCR (~L-3 months) — absorbing design, software, build, and qualification status as agenda content, or at minimum combining IDR/SSR and SIR/APR; and (3) PLN-2000 Figure 4.0-2 and the J-11 template present this streamlined set as the default, with additional reviews added where capability-specific risk warrants. This construct is consistent with the proven approach of NASA's commercial crew and cargo programs, which manage recurring missions on the certified baseline through mission-level reviews and on-ramp new vehicles and capabilities through delta reviews scoped to the change — an approach demonstrated across more than a decade of ISS resupply and crew rotation. The baseline should carry the minimum structure necessary, with complexity added where justified — not a maximal default offeror must negotiate down at evaluation risk.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-2000.

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306. CLDP-STD-1140 is the document that operationalizes the "meet the intent of" framework for the technical standards levied in CLDP-REQ-1130. Its front matter says so plainly: §1.1 states the evaluation criteria exist to assess whether Commercial Providers "meet the intent of those standards," and that standard invoked with "meet the intent of" language "may be tailored ... or [the Provider may] follow an alternate standard or approach that meets the intent of the standard's requirements." Section 1.1 further states the document "is not to convey a request for formal deliverables," and §3.0 confirms the per-standard lists "are not meant to be formal or complete lists of deliverables." The per-standard evaluation sections, however, are drafted throughout in prescriptive, letter-of-compliance language that, read literally, mandates full compliance rather than intent-equivalence. Examples: §7.1.5.1.1 states "The Commercial Provider will produce analyses, test plans/procedures, and/or test reports that demonstrate that the requirements in the MSFC-STD-3790 are sufficiently met" (a formulation repeated for multiple standards); §7.2.2.1.1 states a review "will be performed to ensure the subsystem ... complies with the requirements of JSC 62809"; and §7.3.1.8 states "Adherence to this standard is required for all windows required by NASA per the requirements of CLDP-REQ-1130." Requirements Compliance Matrices are presented as expected products (e.g., §7.5.4.1.4). This drafting is internally contradictory: the document's stated purpose enables intent-equivalent and alternate approaches, while its operative evaluation criteria read as compliance mandates. The practical effect is that both Contractors and NASA reviewers receive a hard-compliance signal — a Contractor reading Sections 4 through 9 to the letter cannot rely on the meets-the-intent latitude the front matter promises, and NASA evaluators applying the criteria as written will default to literal compliance review. This contradiction is what drives the large number of per-standard comments submitted against this document. Recommend: (1) adding a governing statement in Section 1 (and repeated at the head of each technical discipline section, or once in §3.0) that the per-standard evaluation criteria in §§4.0–9.0 are to be applied on a meets-the-intent/performance basis consistent with §1.1 — i.e., that "will produce," "is required," "complies with," and similar formulations describe representative evidence NASA expects to evaluate, not literal compliance mandates or deliverable requirements — and that where conflict exists, §1.1 governs; and (2) revising the §§4.0–9.0 per-standard language consistently to performance/intent framing (e.g., "evidence sufficient to demonstrate the intent of [standard] is met, which may include..."), with specific per-section edits provided in the accompanying per-standard comments. This comment addresses the drafting of the evaluation criteria only; the alternate-standards adjudication process and the scope/count of invoked standards are addressed in separate comments.

NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update.

307. CLDP-REQ-1130 - It is recommended that NASA avoid levying parallel or CLD-specific standards that duplicate, or create a bifurcation of, existing international standards. Where an established standard already governs an interface or capability, introducing an additional standard specific to the CLDs risks over-prescription, imposes a dual-compliance burden, and can fragment technical capability across the providers and vehicles that would otherwise be held to a common baseline. In the specific case of docking interfaces, it is requested that NASA pursue an amendment to the International Docking System Standard (IDSS) rather than levy a separate CLD-specific standard, which is overly prescriptive and potentially limiting for module-to-module docking use cases. If NASA's intent is to ensure that heritage visiting vehicles are accommodated by the CLDs, that objective is best served by maintaining a single international standard to which all parties are held, rather than creating a bifurcation of technical capability through an additional standard.

NASA evaluated these comments and does not plan to make changes to requirements documentation.

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308. CLDP-STD-1102, §3.2.3, R.CPIS.28 and Table 3.2.3-1, data services:

Request the on-orbit telemetry requirement be revised to establish Ethernet as the sole required Destination data service at heritage payload locations, and that native Destination provision of the legacy signal set (RS170 video, analog channels, discretes, RS-422, and PPCB) be deleted from Table 3.2.3-1. For the small population of legacy payloads that cannot present an Ethernet interface, request the standard state that the payload (or its sponsor) furnishes the signal adaptation to the Ethernet interface, with the Destination providing power, mounting, and network transport for the adapter, which should be another MLE payload. Request the pin table be updated to support optional 8-wire 1000BASE-T and optional multi-gigabit Ethernet in addition to the current two-pair 10/100BASE-TX allocation, noting the cable table already includes an RJ-45 adapter cable (684-020953-0001), indicating the direction is anticipated. Rationale: The legacy signal set reflects the original EXPRESS rack architecture that NASA itself has already moved away from: the modernized EXPRESS configuration and the ISS payload LAN carry payload commanding, telemetry, and video over Ethernet, and new payload development for ISS has been Ethernet-based for years. The transportation leg points the same direction: R.CPIS.78 requires only 1553 and/or 10/100BASE-TX for powered payloads on visiting vehicles, and current cargo vehicles service powered payloads over Ethernet, so a legacy-analog-only payload already cannot fly a powered transport leg without adaptation. Requiring every Phase 2 Destination to natively terminate RS170 video, analog, discretes, and RS-422 at up to 58 locations would compel all offerors to rebuild 1990s signal infrastructure that NASA is retiring on ISS, with the cost passed to NASA across every proposal, to serve a payload population that is shrinking toward zero. Placing adaptation with the legacy payload assigns the cost to the only party who knows the payload's actual signal needs and mirrors the accommodation approach payloads already except for transportation. Request NASA confirm that an Ethernet-native location with payload-furnished adaptation constitutes a heritage-compatible location for purposes of the SOW Table 1.5-1 counts, so the heritage metric measures payload accommodation rather than reproduction of superseded bus infrastructure.

NASA evaluated these comments, and NASA will consider clarifying CLDP-STD-1102 in future updates post award. These clarifications can be discussed post award during Verification and Validation.

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309. CLDP-PLN-1111 Section 6.3.1 requires physicians "participating in fitness for duty and medical certification of crew, supporting USG crew hazardous training events, or providing console support to USG crew" to be "Aerospace Medicine Board-eligible or Board-certified... or have equivalent qualifications as agreed to by NASA." Recommend this be restructured as role-based competency criteria with a focus on ensuring physicians are competent in the skills needed to support each function and have sufficient training and/or experience with medical care in spaceflight to support crews. Aerospace Medicine is a preventive medicine specialty whose training centers on aeromedical certification, standards and waivers, and occupational and preventive practice — well matched to the fitness-for-duty and medical certification functions. The other two functions are acute care: this section itself describes them as "in-person support during dynamic operations" and response to "an on-orbit vehicle or medical emergency, or a landing contingency." Aerospace medicine training neither develops nor requires maintenance of acute-care competencies, and board status in it does not ensure that capability. To that end, the following is recommended: Fitness for duty of USG crew: At a minimum physicians engaged in assessing fitness for duty for USG crew shall be board certified or board eligible in a primary specialty, graduates from a space medicine focused training program that provides appropriate expertise in preventive care, risk assessment, and spaceflight specific health considerations, or have equivalent qualifications as agreed to by NASA. Medical certification of USG crew: At a minimum, physicians engaged in medical certification of USG crew shall be board certified or board eligible in a primary specialty, graduates from a space medicine focused training program that provides appropriate expertise in preventive care, risk assessment, and spaceflight specific health considerations, or have equivalent qualifications as agreed to by NASA. Supporting USG crew hazardous training events: At a minimum, physicians engaged in supporting USG crew for hazardous training events shall be board certified or board eligible in an acute-care specialty with current, recurring direct patient care as an attending physician (e.g., within the preceding six months), and have training in health considerations relevant to the environment in which support is provided sufficient to recognize and assess injuries/illness associated with the hazardous environment and render required stabilizing care. For example, physicians must be graduates from a space medicine focused training program, undersea and hyperbaric medicine program, wilderness medicine, or possess other environmentally appropriate training, or have equivalent qualifications as agreed to by NASA. Providing console support to USG crew: At a minimum, physicians engaged in console support for USG crew shall be board certified or board eligible in an acute-care specialty with current, recurring direct patient care as an attending physician (e.g., within the preceding six months), and be graduates from a space medicine focused training program that provides appropriate expertise in space specific health considerations, procedural guidance, risk assessment, and preventive care, or have equivalent qualifications as agreed to by NASA. In addition, physicians must be certified as flight controllers by the CLD provider. Recommend the undefined "equivalent qualifications as agreed to by NASA" be replaced by these stated criteria, with the Provider selecting and certifying its medical personnel per the DRD CLDC-111 Medical Operations Plan. This matches physician capability is consistent with the competency-based qualification approach NASA has adopted elsewhere (e.g., SSP 51087-ANX1 Appendix F for Private Astronaut Mission commanders). This qualification requirement appears in CLDP-PLN-1111 §6.3.1, CLDP-STD-1123 §4.0, and CLDP-STD-1150 §§3.3.4.1/3.3.4.6/3.3.4.7; recommend all be revised consistently. In particular, CLDP-STD-1150 uses 'Flight Surgeon' in the console and hazardous-training support roles (§§3.3.4.6, 3.3.4.7) where the function is acute care — recommend 'qualified medical personnel with demonstrated acute-care training and current clinical practice' with space-medicine training, and aerospace medicine in a consultant/certification role.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is a reference document for the Commercial Provider. The Commercial Provider may provide alternative certification that meets the intent in their submitted plans.

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310. CLDP-STD-1123 - Section 3.3.2 states the Table 3.3.2-1 medical standards with the term "is disqualifying" implied, and explains disposition solely by reference to the NASA astronaut process ("The NASA astronaut candidate selection process does not allow for waivers... The annual medical certification process of existing trained NASA astronauts may accept waivers"). Unlike Section 3.3.1, which Section 3.2 ties to the certification process for USG crew and those cohabitating with them, Section 3.3.2 provides no applicability or disposition text for non-USG crew — yet under Section 1.2 these standards apply to any individual "cohabitating with USG crew." The result is that a non-USG crewmember (commercial, sovereign, or spaceflight participant) on a mixed mission is subject to disqualifying conditions with no defined disposition path, because the only path described is the internal NASA astronaut selection and recertification process to which they are not party. Recommend Section 3.3.2 add applicability text that uses the risk basis the section itself states — conditions posing risk "to the individual, to other crew, or to the mission" — as follows: (1) for USG crew, the standards apply with disposition through NASA's process; (2) for non-USG crew cohabitating with USG crew, conditions posing risk to other crew (e.g., communicable disease) or to shared medical resources, and conditions affecting safety-critical mission roles the crewmember holds, are dispositioned with NASA concurrence, while conditions posing risk only to the individual's own health and ability to perform their own (non-safety-critical) duties are dispositioned by the Provider's medical authority per DRD CLDC-130; and (3) for all non-USG crew, disposition follows a defined waiver/mitigation path analogous to the trained-astronaut recertification process (specialist evaluation, mitigation, risk acceptance) rather than the no-waiver candidate-selection posture. This resolves the absence of a stated non-USG disposition path and aligns NASA's role for cohabitating crew with the risk basis Section 3.3.2 already articulates.

NASA evaluated these comments, and NASA will consider clarifying CLDP-STD-1123 in future updates post award. These clarifications can be discussed post award during Verification and Validation.

311. CLDP-STD-1106 - "Shall" throughout Section 3 conflicts with the "meet the intent" verification model. Request Section 1.5 state explicitly that the R.BLC "shall" statements in Section 3 are allocated as capability targets verified to intent per REQ-1130 V.CLDS.773, not as literal pass/fail point-design requirements, and that any single R.BLC may be satisfied by an alternative design solution that meets the underlying science need. Proposed addition to Section 1.5: "Consistent with R.CLDS.773 and V.CLDS.773, the Provider satisfies this Standard by demonstrating that its allocated design and production elements meet the intent of each capability. Numeric values in Section 3 represent NASA reference needs derived from ISS heritage; a Provider may propose alternative values or design solutions where its Verification and Validation Plan shows the science intent is met." Rationale: REQ-1130 already verifies 1106 by "meet the intent" inspection, but Section 3 reads as 130-plus hard "shall provide" statements with specific numbers (450 L glovebox, ISO Class 8, 5.43 kg/hr GN2 at 110 psia, 1 kW, and so on). That gap invites verification disputes and forces providers to clone ISS hardware rather than offer modern equivalents. Stating the intent model up front protects NASA's science outcomes while giving both parties a defensible basis for accepting non-heritage designs. This is the single change with the broadest leverage across the document.

CLDP-STD-1106 is a meets the intent standard. The contractor can propose an alternate approach.

312. CLDP-PLN-1111 - Recommend the medical board qualification requirement be broadened to read "Space Medicine training or sufficient practical experience with spaceflight medical certification." Aerospace medicine training alone is program-specific and variable; several non-aerospace-medicine pathways provide comparable or superior preparation for spaceflight certification work.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

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313. CLDP-PLN-1111 - Recommend NASA's role in the Provider's crew certification process be stated as: "NASA participates as an observer or advisor in the CLD Provider's certification process for crew who will cohabitate with USG crew. NASA's role is limited to assessing propagated risks to USG crew and does not extend to dispositioning non-USG crew fitness for duty."
NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
314. CLDP-PLN-1111 - Section 5.2.2.1 requires NASA approval of planned exceptions to medical ground rules and constraints in timeline development. Recommend a two-tier construct aligned with medical authority over each party's own personnel: (1) For USG crew, planned GR&C exceptions require NASA Crew Surgeon concurrence — consistent with NASA's authority over its own crewmembers — requested and dispositioned within the timeline development cycle at the established mission integration touchpoints, with a defined response window and escalation path so that timeline baselining is not held open by an unanswered request. (2) For non-USG crew, planned GR&C exceptions are dispositioned by the Provider's medical authority, with NASA notified of exceptions the Provider's screening identifies as posing propagated risk to USG crew, through existing reporting channels rather than a separate approval loop. The exception-handling process is documented in the DRD CLDC-111 Medical Operations Plan. This preserves NASA Crew Surgeon authority where NASA's crew are affected while removing NASA from timeline decisions for crew who are the Provider's medical responsibility.
NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
315. CLDP-PLN-1111 - "The CLD Provider develops and executes pre-launch health stabilization protocols designed to minimize the risk of infectious disease manifestation post-launch, documented in the Provider's Medical Operations Plan (DRD CLDC-111) and meeting functional objectives agreed with NASA. JSC 22538 may be used as a reference." Decoupling from the ISS-era document enables commercial approaches while preserving the protective objective.
NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
316. CLDP-PLN-1111 - "A qualified medical professional is physically present in proximity to crew from suit-up to hatch closure. For USG crew, this is nominally the NASA Crew Surgeon but may be delegated to a CLD Provider medical professional after suit-up per pre-established agreements." This matches current crewed launch closeout practice, in which the provider's closeout team accompanies crew to the pad.
NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

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317. CLDP-PLN-1111 establishes topic-level NASA approval or concurrence of the Provider's internal medical operations content in at least seven places — §5.5.1.2 and §5.6.1.5 (acoustic plans), §5.6.1.3 (exercise scheduling constraints), §5.6.1.6 (environmental monitoring program), §5.6.3.1 (console support approach), §6.0 (training plans), and §6.3.2.2 (Provider psychologist experience). This procurement's stated model is the purchase of commercial services from a provider who owns, operates, and is accountable for its Destination — with NASA obtaining assurance through requirements, certification, and insight rather than through operation-by-approval of the provider's internal processes. Distributed approval gates over internal medical operations content run counter to that model: they place NASA inside the Provider's operational decision loop for a multi-customer facility, slow the iteration a commercial operation depends on, and dilute the single-point accountability for crew health that the Provider must hold for all persons aboard. Recommend these provisions adopt a review-and-comment construct providing NASA input without document authority: (1) the content is documented in the Provider's Medical Operations Plan per DRD CLDC-111; (2) NASA may provide written comments within a defined period (e.g., 30 days); (3) the Provider dispositions each comment — adopting it or responding with rationale — with the content effective upon the Provider's release and not contingent on NASA action; and (4) NASA comments identifying a specific risk to USG crew are dispositioned before the affected provision applies to USG crew, with unresolved items handled through the established escalation path. Recommend NASA review be scoped to content affecting USG crew, including propagated risk, with Provider-internal content informational; the §6.3.2.2 psychologist-experience approval be deleted. This preserves everything NASA needs — visibility, a formal comment record, guaranteed disposition of its input, and protective escalation for USG crew — consistent with the insight philosophy of CLDP-PLN-3016, while keeping authority where accountability sits.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

318. CLDP-PLN-1111 - Recommend "absolute privacy" be revised to: "sufficient privacy for discussion of Protected Health Information, consistent with applicable legal requirements, with the specific implementation documented in the Operations Interface Agreement." Absolute privacy is not an implementable standard on an operations console.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

319. CLDP-PLN-1111 - Recommend NASA BHP review be scoped to propagated risk: "NASA BHP reviews the content of resources provided for crewmembers for each mission as it pertains to achieving an adequate level of propagated behavioral risk to USG crew." Content selection for non-USG crew is the Provider's responsibility.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

320. CLDP-PLN-1111 - Recommend: "Where USG crew consult the CLD Provider medical team, the Provider informs the NASA Crew Surgeon, unless the crewmember requests disclosure be withheld, and the presenting condition is assessed not to present a significant risk to crew or vehicle safety." This preserves clinician-patient confidentiality consistent with medical practice while guaranteeing NASA Crew Surgeon awareness of safety-relevant conditions.

NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

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321. CLDP-PLN-1111 - Recommend a reciprocal provision: "Propagated risks from USG crew to non-USG crew shall be communicated to the CLD flight surgeon as soon as practical." Propagated-risk communication should run both directions; the Provider's medical authority requires equivalent awareness to protect all persons aboard. NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
322. CLDP-PLN-1111 - Recommend: "NASA will coordinate with the CLD Provider to schedule USG crew availability for post-flight science sample collection and debriefs, subject to crew medical status and reconditioning priorities." This sequences post-flight demands behind medical priorities and makes scheduling a coordinated activity. NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
323. CLDP-PLN-1111 - Recommend the medical data privacy reference be broadened to "consistent with applicable federal, state, and foreign legal requirements." HIPAA is inapplicable in most operational contexts here, while other U.S. and foreign frameworks may apply, particularly for sovereign and international crew. NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
324. CLDP-PLN-1111 - Recommend: "HITL training activities involving USG crew that present potential health hazards undergo a safety review process jointly agreed by NASA and the CLD Provider, with the Provider leading the review and NASA participation including a NASA Crew Surgeon." This preserves the safety review while avoiding imposition of NASA's internal process on the Provider's training program. NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.
325. CLDP-PLN-1111 - Section 5.6.3.4 provides that the NASA Nutritionist "reviews" USG crew intake and has "insight" into the Provider's food systems. Recommend this section state that the Nutritionist's insight is exercised through the contract's established insight framework (Clause Government Insight, CLDP-PLN-3016, and the DRD CLDC-104 Insight and Collaboration Implementation Plan) rather than as a separate discipline-level channel, and that the role is advisory for Provider food systems: the Provider's food system approach, monitoring parameters, and USG crew nutritional support are documented in the DRD CLDC-111 Medical Operations Plan, through which NASA provides comments the Provider dispositions, with review per mission at the established mission integration touchpoints, and NASA input directive only as to USG crew-specific nutritional requirements levied through NASA's own crew standards. This preserves NASA's visibility into USG crew nutrition while keeping food system authority with the Provider, who operates the system for all customers. NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1111. CLDP-PLN-1111 is provided only as a reference document. The contractor can propose alternate approaches.

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326. CLDP-PLN-1122 - Section 4.1 assigns the CLDP Utilization Office responsibility for ensuring the CLD provider has requirements for "collecting and providing research data directly to the principal investigators, sponsors, and other designated stakeholders." As written, this forecasts an unbounded distribution obligation — per-recipient interfaces, credentials, formats, and data sharing agreements with parties who have no contractual relationship with the Provider, and an undefined "other designated stakeholders" set. Recommend the requirements, when levied, take the following form: (1) for each USG-sponsored payload, the Provider delivers research data to a single designated delivery point via the Provider's standard data delivery interfaces and formats — which may be a NASA repository or, where specified in the payload integration documentation (e.g., the DRD CLDC-208 Applicability Matrix or applicable ICD), the investigator's designated system; (2) recipient designation, data rights, and any onward distribution among NASA's investigators, sponsors, and stakeholders are managed by NASA through its own agreements, with no requirement for Provider-to-stakeholder data sharing agreements; (3) delivery mechanisms beyond the Provider's standard interfaces are available as priced additional services; and (4) these provisions apply to USG-sponsored research data, with non-USG customer data delivery governed by the Provider's commercial agreements.

NASA evaluated these comments and will consider clarifying CLDP-PLN-1122 in future updates.

327. CLDP-PLN-2110 - NASA's need for insight into strategic increment planning as it affects USG missions is supported. Request revision of Section 5.0 regarding NASA's role in that planning. Section 5.0 defines the strategic increment plan as encompassing all crew and cargo vehicle traffic, port relocations, element launches, Destination assembly activities, and Destination reconfigurations — the entirety of the Provider's multi-customer business planning — and states that "NASA will participate in the development of the strategic plan and the assessment of strategic plan changes." On a commercial services contract in which NASA is one customer among several, NASA participation in the development of the full plan would: (1) place NASA inside the Provider's commercial business decisions, including customer mix, flight rates, and manifest commitments for non-USG customers; (2) expose competition-sensitive information of non-USG customers who have no contractual relationship with NASA and whose participation in the commercial LEO market the CLDP is intended to foster; and (3) impose continuous working-group-level coordination overhead on a plan that, by Section 5.0's own description, "will change and evolve over time," slowing the Provider's response to commercial opportunities, blurring accountability, and risking entanglement of NASA in commercial planning decisions for which the Provider is solely accountable. NASA's stated purpose — "to understand impacts to NASA mission plans and objectives" — and its stated uses of the product (coordinating milestone reviews, making key management decisions, and planning USG utilization, logistics, and flight manifests) are fully satisfied without participation in development: NASA provides USG mission inputs, requirements, and constraints (consistent with Section 5's own description of NASA providing high-level inputs in the strategic planning timeframe); the Provider coordinates plan content and changes impacting USG missions, objectives, or NASA-procured services through the working groups and milestone reviews established in the contract; and the Provider publishes and coordinates the traffic plan per the process delivered under DRD CLDC-201.1. Request Section 5.0 be revised to state that the Provider develops, owns, and maintains the strategic increment plan; that NASA provides USG mission inputs and receives assessments of USG impacts; and that NASA participation in strategic plan development and change assessment is scoped to content affecting USG missions, objectives, or NASA-procured services.

NASA evaluated these comments and will consider clarifying CLDP-PLN-2010 in future updates.

328. CLDP-PLN-3017 Figures Missing. Request all figured be included in the next document revision. Rationale: It's difficult to assess without the figures.

NASA evaluated these comments and will make updates to CLD-PLN-3017 for Final RFP.

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329. CLDP-PLN-3017- Flow #215: Weekly Utilization Integration Panel review of every payload schedule.

Request the weekly all-payload schedule review in Flow #215 be replaced with exception-based reporting: the CLD Provider maintains schedules in a shared digital environment with continuous NASA read access (per CLDP-PLN-3016 insight principles), and the Utilization Integration Panel convenes monthly, reviewing only payloads with milestone slips or open risks. Proposed language for #215: "The schedule will be available to NASA continuously via the CLD Provider's integration data system and reviewed by exception at the Utilization Integration Panel, which shall convene no less than monthly."

Rationale: A weekly review of every payload schedule does not scale at ISS-class throughput (100+ payloads per increment) and consumes NASA and provider staff on payloads that are green. Continuous data access gives NASA better and more current visibility than a weekly telecon, at lower cost to both parties, and is the model NASA itself endorses in the Insight Management Plan.

NASA evaluated these comments and will make updates to CLD-PLN-3017 for Final RFP.

330. CLDP-PLN-3017 - Four-phase safety review as the default. Request the tailored safety review become the enforced default rather than the exception: for payloads assessed at Feasibility (Flow #213) as low or medium complexity, Phases 0 and I are combined, and Phase II is conducted by delta review, with the full Phase 0/I/II/III sequence reserved for payloads with catastrophic hazard potential. Proposed language: "For payloads assessed at Feasibility as low or medium complexity, Phases 0/I shall be combined and Phase II conducted by delta review, unless the Safety Review Board documents rationale otherwise." Rationale: The tailoring mechanism already exists in Flow #213, but the document frames four phases as the default and tailoring as the exception. Inverting the default eliminates duplicate SME comment cycles for the majority of subrack-class payloads while leaving Phase III and hazard closure untouched for hazardous payloads. Safety review cycle time is the single biggest pacing item on payload throughput, which is the outcome NASA is buying.

NASA is updating DRD CLDC-124 to indicate that CLDP-PLN-3017 is to be considered as a guide to be used for completeness. NASA expects the contractor to propose a Utilization Integration Plan that clearly explains the contractor's plan to integrate NASA utilization as well as how the contractor intends to work with NASA on commercial utilization that requires NASA resources (crew or payload/facility). NASA plans to update CLDP-PLN-3017 to align with DRD CLDC-124.

331. CLDP-PLN-3017 - NASA integration flow applied to CLD Provider commercial utilization. Request DRMs #5 and #6 be scoped so NASA involvement is limited to (a) USG crew safety, training, and time allocation, and (b) NASA Facility interface and usage constraints, with the CLD Provider's own integration flow governing everything else. Proposed language for Section 1.2: "For DRMs #5 and #6, the CLD Provider follows its own integration processes; the tasks herein apply only to interfaces requiring NASA concurrence: USG crew training and tasking, NASA Facility interface requirements, and hazards affecting USG crew or assets."

Rationale: Section 1.2 correctly exempts CLD Provider commercial utilization, but DRMs #5/#6 re-import the full NASA flow (IPL submittal, agreement negotiation, NASA-format products) whenever USG crew or a NASA facility is touched. This penalizes exactly the activity NASA should encourage: commercial utilization that buys down NASA's cost share. Narrow scoping preserves NASA's legitimate equities while keeping commercial throughput on commercial timelines.

NASA is updating DRD CLDC-124 to indicate that CLDP-PLN-3017 is to be considered as a guide to be used for completeness. NASA expects the contractor to propose a Utilization Integration Plan that clearly explains the contractor's plan to integrate NASA utilization as well as how the contractor intends to work with NASA on commercial utilization that requires NASA resources (crew or payload/facility). NASA plans to update CLDP-PLN-3017 to align with DRD CLDC-124.

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332. CLDP-PLN-3017 - Request that (a) the "expectations document" referenced in Section 8.0 be baselined with the final RFP, and (b) the UTMNT define a maximum NASA review/concurrence turnaround for NASA-owned approvals, for example 15 business days for schedule concurrence (#215), operations products review (#405), and Exception disposition (#266), with silence constituting concurrence for non-safety items. Rationale: The UIP is precise about what the provider and PDs owe and when (kickoff+1.0, +1.25, +1.5), while every NASA-side approval is open-ended or TBD. The Metered Data tenet in Section 4.1(e) is sound, but it must be reciprocal to be schedulable. Defined turnarounds let NASA hold providers to certification-of-readiness dates without NASA latency becoming the critical path, at no cost to NASA when it performs as intended.

NASA is updating DRD CLDC-124 to indicate that CLDP-PLN-3017 is to be considered as a guide to be used for completeness. NASA expects the contractor to propose a Utilization Integration Plan that clearly explains the contractor's plan to integrate NASA utilization as well as how the contractor intends to work with NASA on commercial utilization that requires NASA resources (crew or payload/facility). NASA plans to update CLDP-PLN-3017 to align with DRD CLDC-124.

333. CLDP-PLN-3017 - NASA in the review/approve loop for "all operations products". Request #405 distinguish approval from insight: NASA reviews and approves products executed by USG crew or affecting USG crew or asset safety (crew procedures, flight rules, OIPs); all other products (ground command procedures, provider SOPs, planning inputs for non-NASA activities) are provided for insight only. Proposed edit: "NASA approval is required for operations products executed by USG crew or affecting USG crew or asset safety; remaining products are available to NASA for insight per the Insight Implementation Plan." Rationale: This mirrors the access standard NASA already wrote into CLDP-STD-1150 Section 4.1.8 (access to products that could impact USG crew or USG assets). Tri-party iterative approval of every product one week before baseline is a serial bottleneck carried over from ISS payload-office practice; scoping it keeps NASA's safety authority fully intact.

NASA is updating DRD CLDC-124 to indicate that CLDP-PLN-3017 is to be considered as a guide to be used for completeness. NASA expects the contractor to propose a Utilization Integration Plan that clearly explains the contractor's plan to integrate NASA utilization as well as how the contractor intends to work with NASA on commercial utilization that requires NASA resources (crew or payload/facility). NASA plans to update CLDP-PLN-3017 to align with DRD CLDC-124.

334. CLDP-STD-1102, 3.2.1, R.CPIS.01 and Table 3.2.1-1, payload volume allocation). Request Table 3.2.1-1 be corrected to include the heritage 3.0 inch (7.62 cm) protrusion allowance forward of the MDL front face, per SSP 57000 paragraph E.3.1.3, via an added row or a note stating the operational volume extends 3.0 inches beyond the listed length for connectors, cabling, handles, and controls. Conforming updates are requested for requirements referencing the table (R.CPIS.45/46) and the associated verifications, so the protruding envelope is dispositioned for each phase. Rationale: The table allocates only the bare MDL box, but the heritage payload population was designed to the SSP 57000 allowance, and the standard's own front-face interfaces (power/data connectors per R.CPIS.05/28, vacuum per R.CPIS.29, gas QDs per R.CPIS.30) make the protrusion unavoidable. Left uncorrected, providers will design rack fronts, clearances, and translation keep-ins to the bare envelope and discover at integration that compliant heritage payloads do not fit or cannot be mated. The fix costs a table note now; after Destination CDRs it costs structure, and it protects NASA's own heritage assets whose front-face configurations assume the SSP 57000 envelope.

NASA evaluated these comments and will make updates to CLD-STD-1102 for Final RFP.

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335. CLDP-STD-1102, 3.2.6/3.2.6.1, R.CPIS.33/34/35/36, Destination forced air cooling

Request forced air-cooling be made an optional means of compliance rather than a required Destination service.

R.CPIS.33 (accommodate heat rejection loads per R.CPIS.04) remains the governing performance requirement, satisfiable through unobstructed access to circulated cabin air per R.CPIS.34 and/or fluid coolant per R.CPIS.39.

R.CPIS.35. R.CPIS.36 would be revised to conditional design standards: where forced air-cooling is provided by the payload fans, it shall be 15 ± 3 cfm at 65 to 85 °F. Also request the R.CPIS.79 design note ($0.20 \text{ BTU/hr} \cdot ^\circ\text{F} \cdot \text{ft}^2$ at 14.7 psia) be added as the on-orbit analytical basis for circulated-air heat rejection, and that R.CPIS.81/82 receive the same conditional treatment for consistency.

Rationale: This mirrors the construct of R.CPIS.79, which is performance-based with circulated air as an endorsed means, and reflects how powered payloads actually fly on current vehicles: rejecting heat to cabin circulation against the stated convective design value. The R.CPIS.33 rationale already lists circulated air, forced air, and fluid coolant as an "and/or" menu; the unconditional shall in R.CPIS.35 contradicts that intent and mandates ducted air infrastructure at up to 58 Category 3 locations regardless of payload need or capability. Making the performance requirement governing is architecture-neutral and payload-protective: every payload's documented heat rejection load must still be met, with the means (circulated air, fluid loop, or provider-elected forced air) recorded through the CLDC-208 Applicability Matrix, and rear-breather accommodations under R.CPIS.37 handled as payload-specific interfaces.

NASA evaluated these comments and will consider updates to CLDP-STD-1102 in future updates post award. These clarifications can be discussed post award during Verification and Validation.

336. CLDP-STD-1106 - Clarification is requested on the intended acquisition model for the optional facility capabilities in Appendix D.

Specifically: (1) whether offerors are to propose a core lab outfitting plan and specific hardware solutions that occupy the space and power allocations, with the intent of meeting the Appendix D optional capabilities; or (2) whether NASA will select the facilities (make/model or build-to) and provide integration requirements to the Provider. Recommend the model be that the Provider acquires, owns, and integrates the core research facilities as part of the Destination it operates, with NASA as a user — consistent with the commercial services construct — and that Appendix D capabilities be expressed as capability requirements the Provider's facilities satisfy, rather than NASA-furnished hardware the Provider integrates. Recommend NASA confirm which model applies, as it materially affects proposal content, pricing, and the allocation of facility development risk.

NASA intends to purchase end-to-end services, with details provided in the contractual language. The aspects of the services that NASA requires the CLD Provider to have for NASA use are listed in the main body of CLDP-STD-1106 (with Appendix D as optional capabilities), along with CLDP-REQ-1130. For optional capabilities that are not offered by the CLD Provider or selected to be used by NASA, NASA reserves the right to fly utilization capabilities to the CLDS to accomplish its goal.

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337. CLDP-STD-1106 - Request clarification on multi-user access to the core research facilities. Recommend the standard confirm that the Provider may make core facilities available to multiple users — with NASA prioritized as the primary user for the capacity NASA procures and use managed by the Provider — rather than reserving any facility for exclusive NASA use. Several provisions appear to assume 100% NASA availability of shared facilities (e.g., the glovebox capability).
- Facilities such as gloveboxes, microscopes, and centrifuges are not used by NASA continuously; an exclusive-use construct would force the Provider to field duplicate units early in Destination buildup to serve international-partner and commercial science demand, at cost ultimately borne in NASA's pricing, without improving NASA's own utilization. Recommend the standard state that core facility requirements reflect NASA's prioritized share of a multi-user capability, with the Provider sizing and duplicating units per its overall manifest. **NASA intends to purchase end-to-end services, with details provided in the contractual language, including envisioned NASA percentage usage. The SOW requirements are NASAs expected usage and contractors should factor that in when building out their system architecture and sizing. NASA is updating the Final RFP to address that contractors will have the option to utilize Excess Capacity via an agreement or equitable adjustment. The aspects of the services that NASA requires the CLD Provider to have for NASA use are listed in the main body of CLDP-STD-1106 (with Appendix D as optional capabilities), along with CLDP-REQ-1130.**
338. CLDP-STD-1106 - Request the glovebox section (R.BLC.023 through R.BLC.046 plus R.BLC.156) be restructured into a small set of outcome-based requirements — containment level, cleanliness, imagery and data, crew access, and a defined resource menu (power, thermal, vacuum, gas, water) — with the current itemized values (450 L working volume, ISO Class 8, 400–1000 lux at 200 mm, 5.43 kg/hr GN2 at 110 psia, more than two access points, and similar) moved to a non-binding "ISS reference values" appendix. Proposed lead requirement: "The Destination shall provide a sealed, environmentally controlled glovebox capability sufficient to conduct NASA biological, combustion, fluid, and materials investigations, including hazardous-material containment, contamination control, imagery, data, and crew and ground operability. Reference performance values are provided in Appendix [X] for guidance." The itemized values describe the ISS Life Sciences Glovebox rather than the capability needed: the glovebox alone carries roughly thirty separate statements, each an independent verification item and potential deviation — and the 450 L working volume, copied from the LSG, exceeds standard locker-class accommodation envelopes, illustrating that the values encode a specific ISS artifact rather than science outcomes. An outcome-based statement preserves every capability NASA needs, removes dozens of point-design verifications, and lets a provider field a modern glovebox sized and interfaced to its own accommodation architecture.
- NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1106.**
339. CLDP-STD-1106 - Request each Appendix D group carry an explicit flag, "required only if offered by the Provider," and that Section 1.2 state that Appendix D capabilities are not baseline "shall" obligations. Also request NASA reconcile the migration described in the REQ-1130 change log (which lists these utilization sections as moved into 1106) against their placement in 1106 Appendix D as optional, so a bidder can determine with certainty which utilization capabilities are baseline versus elected. Rationale: External-payload accommodation (500 kg, 1.5 x 1.5 x 3 m, dual-power channel, FOV) is a major structural and thermal commitment. The document places it in Appendix D "Optional," but the "shall" verb inside those requirements blurs whether it is baseline. An explicit optional flag prevents a provider from being held to external-payload verifications it never offered and keeps NASA's evaluation focused on the minimum capability Categories.
- NASA evaluated these comments and does not plan to make changes to CLDP-PLN-1106.**

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340. CLDP-STD-1106 - Add a tolerance band to the flow and pressure values.

Request the flow rate and delivery pressure in R.BLC.166 and R.BLC.039 be expressed with a tolerance rather than exact point values: "a flow rate of up to 5.43 kg/hr at a regulated delivery pressure of 110 psia plus 10% minus 20%" The corresponding verifications (V.BLC.166, V.BLC.039) should accept performance within the band; the current "without pressure drop" success criterion in V.BLC.039 is not achievable without any tolerance. Rationale: The flow and pressure values are ISS operating points, not parameters controlled by MIL-PRF-27401, and written as exact numbers they create a verification failure mode over deltas with no research impact. A tolerance band with plus/minus percent band matches the tolerancing NASA already applies elsewhere in this requirement set (plus or minus 5 W in R.CLDS.614, plus or minus 3 deg C in V.CLDS.580) and preserves full ISS-equivalent capability for the science.

NASA evaluated these comments and will make updates to CLD-STD-1106 for Final RFP.

341. CLDP-STD-1123 - Recommend the Section 3.2 certification process be simplified to a single mature-state process, removing the separate initial-state requirements. A two-phase (initial/end-state) construct adds process complexity without corresponding benefit; a single defined certification process, tailorable by mission duration and role, is sufficient.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

342. CLDP-STD-1123 - Recommend NASA's role on the Provider's Standards and Minimums Board be concurrence rather than broad veto authority. Consistent with the recommended §3.3.2 applicability construct, NASA concurrence is appropriate for standards as applied to USG crew and for propagated-risk/safety-critical dimensions affecting USG crew on mixed missions; the Provider's Board otherwise sets and dispositions standards for its crew. A broad veto places NASA in control of the Provider's medical standards for its entire crew complement, including all-commercial determinations.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

343. CLDP-STD-1123 - Recommend the end-state certification timeline of L-12 months with annual recertification be changed to L-6 months. A fixed L-12 requirement combined with annual recertification is incompatible with operational cadence and, given evaluations with 12-month validity periods, drives routine expirations and waivers. This is the same timeline issue raised in the comment on SOW 2.20.3; recommend both be dispositioned consistently.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

344. CLDP-STD-1123 - Recommend thromboelastography (TEG) be added to the coagulation studies alongside PT and a PTT, providing a more complete assessment of coagulation function.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose criteria in addition to that stated in CLDP-STD-1123.

345. CLDP-STD-1123 - Recommend the H. pylori breath test requirement be revised to accept antigen testing as an equivalent alternative, consistent with current clinical practice.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

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346. CLDP-STD-1123 - Recommend the expanded urinalysis drug profile requirement be clarified: its protective purpose is undefined. Specify what the panel screens for (e.g., substance dependence, recent use within a defined window) with confirmatory testing and Medical Review Officer evaluation of non-negative results; absent a defined purpose, recommend removing the blanket requirement. This parallels the drug-screening comment on SOW 2.20.1; recommend consistent disposition.
NASA evaluated these comments and updated CLDP-STD-1123 to define the minimum set of drugs of abuse to be tested.
347. CLDP-STD-1123 - Recommend the assessment-methods requirement be revised to require a multi-method approach (behavioral exercises and structured interview, multiple assessors, systematic rating integration) while removing the prescriptive requirement for "two-team" exercises specifically, allowing the Provider to design exercises appropriate to its mission profile.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
348. CLDP-STD-1123 - Recommend the small-group-living-conditions best practice be revised to allow documented expedition or analog training experience to satisfy this element.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
349. CLDP-STD-1123 - Recommend to modify "Sarcoidosis (all forms)" To: 'Sarcoidosis requires specialist evaluation and appropriate mitigation strategies. Resolved or stable sarcoidosis without organ involvement or functional impairment, confirmed by specialist evaluation, may be acceptable.' Blanket disqualification of all forms is overly restrictive given that many cases are self-limited.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
350. CLDP-STD-1123 - Recommend modify Chronic Fatigue/Fibromyalgia to: Requires specialist evaluation and appropriate mitigation strategies. Active systemic exertion intolerance disease or fibromyalgia that interferes with performance of duties. History of resolved or well-managed conditions requires specialist evaluation.' Blanket lifetime disqualification for history of fibromyalgia is overly restrictive.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
351. CLDP-STD-1123 - Recommend modify Autoimmune Disorders to: 'requires specialist evaluation and appropriate mitigation strategies. Active autoimmune disorders that interfere with performance of duties or require immunosuppressive therapy. Stable, well-controlled autoimmune conditions, conditions that progress slowly, or conditions that cause minimal impairment require specialist evaluation.' Many autoimmune conditions can be well-managed.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
352. CLDP-STD-1123 - Recommend TMJ Disorders be subject to specialist review and appropriate mitigations in place. may not be unilaterally disqualifying.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

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353. CLDP-STD-1123 - Recommend anosmia require specialist evaluation and appropriate mitigation strategies. As long as some crew members possess a sense of smell, and there are active contaminant sensors this is overly restrictive.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

354. CLDP-STD-1123 - Recommend modify Obstructive Sleep Apnea to: 'Obstructive sleep apnea requires specialist evaluation and appropriate mitigation strategies. Mild OSA that is well-controlled (e.g., with oral appliance) and does not require CPAP may be acceptable with specialist evaluation.' Blanket disqualification is overly restrictive given modern treatments. While severe OSA may present a risk under high Gs this is testable on the ground. In space, most forms of OSA is unlikely to present a significant issue due it's semi gravity dependent nature.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

355. CLDP-STD-1123 - Recommend modify History of Stapedectomy to: 'History of stapedectomy requires specialist evaluation and appropriate mitigation strategies. If hearing standards are met and middle ear function is normal, or if appropriate mitigations are in place, this may be acceptable.' Blanket disqualification is overly restrictive if hearing is functionally adequate.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

356. CLDP-STD-1123 - Recommend modify Medically Required Contact Lens to: 'Medically required contact lens use requires specialist evaluation and appropriate mitigation strategies. to assess compatibility with spaceflight environment (e.g., dry cabin air, emergency egress without lenses).' Modern contact lens technology may be compatible with some mission profiles.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

357. CLDP-STD-1123 - Recommend requirement for Visual Acuity 20/20 be related to mission critical roles. for certain mission profiles severe vision deficits may not elevate risk significantly if appropriate mitigation strategies are in place and visual deficit is stable.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

358. CLDP-STD-1123 - Recommend Visual Field Defect be related to mission critical roles. for certain mission profiles severe vision deficits may not elevate risk significantly if appropriate mitigation strategies are in place and visual deficit is stable.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

359. CLDP-STD-1123 - Recommend Extraocular Muscle Balance be acceptable for some mission roles with demonstrated ability.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

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360. CLDP-STD-1123 - Recommend Depth Perception be acceptable for some mission roles with demonstrated ability.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
361. CLDP-STD-1123 - Recommend modifying 'Color Vision Deficiency' to tailor by role: For safety-critical crew, keep as written. For non-safety-critical crew, allow mild-to-moderate deficiency if it does not interfere with assigned duties. Color vision requirements should be role-based.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
362. CLDP-STD-1123 - Glaucoma requires specialist evaluation and appropriate mitigations. Stable, well controlled disease (depending on type of glaucoma) may not pose a significantly elevated risk.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
363. CLDP-STD-1123 - Recommend modify Asthma to: 'Active asthma requiring daily controller medication or with history of severe exacerbation. History of childhood asthma that has been in complete remission for >5 years with normal PFTs and negative provocation testing may be acceptable without further evaluation.' Current wording disqualifies all current asthma regardless of severity.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
364. CLDP-STD-1123 - Recommend modify Malabsorption/Celiac to: 'Well-managed Celiac disease with documented dietary compliance and normal nutritional markers requires specialist evaluation. CP must demonstrate ability to provide appropriate dietary accommodations.' The 'unless' clause is good but should be made more actionable.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
365. CLDP-STD-1123 - Recommend modify Metabolic Disorders/Diabetes DM Type 1 or 2 on insulin: 'DM Type 2 on insulin requires specialist evaluation and appropriate mitigation strategies. Well-controlled DM on stable insulin regimen with no hypoglycemic episodes, and acceptable HbA1c may pose no risk in flight with appropriate in-flight glucose monitoring capability.' Modern insulin management and CGM technology may make this manageable for some mission profiles.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
366. CLDP-STD-1123 - Recommend modify Pilonidal Sinus to require specialist evaluation and stability for >6 months.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

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367. CLDP-STD-1123 - Recommend modify HIV/AIDS to: 'HIV infection requires specialist evaluation and appropriate mitigation strategies.
Well-controlled HIV on stable antiretroviral therapy with undetectable viral load, adequate CD4 count, and no opportunistic infections may be considered for waiver. Active AIDS is disqualifying.' Modern HIV treatment achieves viral suppression; blanket disqualification does not reflect current medical science and raises legal and ethical concerns.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
368. CLDP-STD-1123 - Recommend the cardiopulmonary arrest capability be designated an end-state (not initial-state) minimum, and that specific treatable causes be identified for the required treatment capabilities. Generalized "cardiac arrest" treatment can imply an impractical resource set; scoping to defined, treatable etiologies make the capability actionable.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
369. CLDP-STD-1123 - Recommend "hypertensive emergency" be revised consistent with current clinical guidelines, which direct treatment of the underlying condition. Isolated hypertension at any level, absent an underlying emergency, is not itself an emergency and should not be a minimum medical capability.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
370. CLDP-STD-1123 - Recommend removing the blanket scopolamine prohibition. While it is not preferred for space motion sickness, prohibition prevents its use for other indications where it may be appropriate; taken as directed it is well-tolerated with low risk.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123 in future updates. The prohibition on scopolamine is for motion sickness only.
371. CLDP-STD-1123 - Recommend IV fluids capability be designated an end-state minimum rather than an initial-state minimum.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
372. CLDP-STD-1123 - Recommend the stethoscope be removed from the minimum required quantities. Given the training required for effective use, its limited diagnostic scope, and the availability of superior onboard modalities (e.g., ultrasound), a mandated stethoscope adds little value to the minimum capability set.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.
373. CLDP-STD-1123 - Recommend the standard adopt use of Probabilistic Risk Assessment or equivalent quantitative methods to inform the medical manifest and required quantities, rather than fixed minimum lists, so that onboard medical resources are sized to assessed mission risk.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

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374. CLDP-STD-1123 - Recommend the Appendix F laboratory tests for short-duration non-USG crew be further reduced for low-yield items in this population: syphilis screen (on record after initial), H. pylori (as clinically indicated only), and drug screen for periodic evaluations (on record). These add cost with low yield for a short-duration population.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. The Contractor can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

375. CLDP-STD-1123 - Recommend the Appendix F specialist evaluations for short-duration (≤30 day) non-safety-critical non-USG crew be further reduced: 24-hour ECG monitoring (as clinically indicated), brain MRI (as indicated by neurological history/exam), coronary calcium scoring (as indicated by age/risk), and abdominal/pelvic ultrasound (as indicated). These are high-cost, low-yield screening tests for healthy individuals on short missions.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1123. If the offeror believes this approach meets the intent of the requirement, the Offeror can propose alternate approaches that meet the intent of CLDP-STD-1123 through DRD CLDC-103.

376. CLDP-STD-1108 - NASA Approval Authority Over Medical Plans

Change to: NASA has approval authority over provider medical and crew health deliverables as defined in the SOW and DRDs (e.g., DRD CLDC-126, CLDC-127, CLDC-128). NASA approval of the Medical Operations Plan and Medical and Crew Health System Plan is limited to verification that the plans meet the minimum standards specified in CLDP-STD-1123 and CLDP-PLN-1111. The provider retains clinical and operational authority over medical care delivery, crew health protocols, and medical decision-making within the approved plan framework.

NASA evaluated these comments and will consider updates to CLDP-STD-1108 in future updates. These clarifications can be discussed post award during Verification and Validation.

377. CLDP-STD-1150 - Recommend item (h) be revised to: "NASA participates as an observer or advisor in the CLD Provider's certification process for crew who will cohabitate with USG crew." NASA's role for non-USG crew is to assess propagated risk to USG crew, not to hold authority over the Provider's selection or certification of its own crew. (See related comments on CLDP-PLN-1111 §4.2 and CLDP-STD-1123 §3.3.2 applicability.).

The requirement is written to ensure that NASA understands and agrees to risk to USG Crew. NASA does not intend to make an update to CLDP-STD-1150.

378. CLDP-STD-1150 - Recommend the requirement that psychological suitability assessment be "performed and approved by psychologists with qualification and training in assessment of behavioral suitability for spaceflight or terrestrial analogs" be revised to: "performed and approved by licensed psychologists or psychiatrists with training and experience in assessment of behavioral suitability for high-performance, high-risk, or isolated/confined environments." No formal space psychology credential or program currently exists; the revised standard captures the relevant competency through recognized analog domains (aviation, military, polar, undersea) without requiring a credential that cannot be obtained.

NASA evaluated these comments and will consider changes to CLDP-STD-1150 in future updates post award. These clarifications can be discussed post award as part meets the intent verification process.

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379. CLDP-STD-1150 - Recommend item (e) be revised to: "Enable NASA to review summarized behavioral risk assessments for non-USG crew on missions with USG crew onboard, with crew consent. The Commercial Provider retains behavioral certification authority for non-USG crew." This preserves NASA's propagated-risk visibility while keeping non-USG behavioral certification with the Provider. (See related comment on CLDP-STD-1123 §3.3.2 applicability.)

The requirement is written to ensure that NASA understands and agrees to risk to USG Crew. NASA does not intend to make an update to CLDP-STD-1150.

380. CLDP-STD-1150 - Recommend item (g) — providing NASA "data on medication changes, recalls, shortages, usage, manifest changes, environmental excursions, medical kit contents and configuration per mission" — be scoped to information relevant to USG crew health and safety, rather than the Provider's complete medical logistics for all crew. Comprehensive per-mission reporting of medication usage, kit configuration, and manifest changes for the entire crew complement is an administrative burden disproportionate to NASA's interest; recommend reporting be limited to USG crew medication usage and to environmental excursions, recalls, or shortages affecting USG crew, with broader medical logistics available to NASA on request.

The requirement is written to allow NASA access to pharmaceutical data and understand impacts and changes to USG Crew. NASA does not intend to make an update to CLDP-STD-1150.

381. CLDP-STD-1150 - Recommend the requirement for blood transfusion capability immediately upon egress be revised to require transfusion capability within one hour of vehicle egress and clarify that transfusion should not delay transport and would typically occur at the Definitive Medical Care Facility (DMCF) rather than in the field. Immediate field transfusion is a low-likelihood need that can place undue strain on local blood resources and should not gate crew transport; a one-hour capability preserves the clinical objective without mandating immediate field capability.

NASA evaluated these comments and will consider clarifying CLDP-STD-1150 in future updates post award. These clarifications can be discussed post award as part of the meets the intent verification process.

382. CLDP-STD-1150 - Recommend the fixed NASA personnel counts on recovery assets be replaced with mission-specific accommodation. (1) §3.3.5.2.4 item (c) requires "minimum two USG personnel per medical evacuation vehicle containing USG crew... at least three USG personnel to DMCF within 2 hours" — recommend: "Accommodate USG support personnel on medical evacuation vehicles and at the DMCF as mutually agreed in the mission-specific recovery plan, with a target of at least two USG personnel accompanying USG crew to the DMCF." (2) §3.3.5.3 item (c) specifies a Crew Rescue and Return Team "inclusive of 5 NASA personnel" — recommend: "A designated CRRT responsible for crew advocacy and crew return from the DMCF, with composition mutually agreed between NASA and the Commercial Provider per mission, NASA identifying required personnel and the Provider accommodating their transportation and access." Fixed counts on capacity-constrained recovery and medical assets can displace essential response and care personnel; mission-specific manifests preserve NASA presence while protecting recovery operations. (See related comment on SOW 2.12 NASA personnel accommodations.)

NASA has reviewed the comment and does not plan to adjust the requirements in CLDP-STD-1150. The number of personnel outlined is required by NASA.

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383. CLDP-STD-1150 - Section 3.1.5(g) requires crew timelines to use NASA's "USG Crew Scheduling Guidelines," with "deviation from these guidelines... negotiated with NASA." As written, this extends NASA scheduling approval to the Provider's operation of its own vehicle and Destination whenever USG crew are involved — and on an integrated mission, most timeline decisions involve USG crew. Recommend the provision apply NASA's scheduling guidelines to USG crew activities and USG-crew work/rest constraints, with the Provider retaining authority over integrated timeline and vehicle operations, and NASA negotiation limited to deviations affecting USG crew scheduling constraints rather than the timeline as a whole.

The intent of the requirement is to outline the Contract's Timelines process, which includes the use of USG Crew scheduling guidelines in CLDP-PLN-2110, and the output of the process, which is the integrated timeline. The requirement is not intended to outline the real-time integrated timeline decisions and information exchange.

384. CLDP-STD-1140 - SWE-032 requires Class A software to be developed by an organization appraised at CMMI-DEV Maturity Level 3 or higher. The requirement's intent is assurance that the developing organization has mature, defined software engineering processes; the CMMI-DEV Level 3 appraisal is a proxy for that maturity, not the objective itself. Recommend NASA confirm, within the contract's software compliance approach (CLDP-REQ-1130 and the applicable software DRDs), that an offeror may demonstrate the process maturity SWE-032 seeks through equivalent, independently verified means in lieu of a formal CMMI appraisal — consistent with the tailoring and alternative-compliance provisions of NPR 7150.2 and the standards-tailoring process of CLDP-REQ-1130. Equivalent evidence includes: (1) demonstrated compliance with the substantive NPR 7150.2D software engineering requirements (SWE-001 through SWE-156) via gap analysis assessed by NASA or delegated SMA oversight — direct evidence of the requirements management, design, implementation, verification, validation, configuration management, planning, and measurement practices that CMMI-DEV Level 3 serves as a proxy for; and (2) certification to AS9100D by an accredited registrar with annual surveillance audits, which independently addresses the organizational process dimensions CMMI-DEV Level 3 covers — defined and documented processes, continual improvement, competence and training, risk management, and monitoring and measurement. Both lines are third-party or NASA-assessed rather than self-declared. Recommend SWE-032, as invoked through CLDP-REQ-1130, be tailored to state that CMMI-DEV Level 3 appraisal or an equivalent NASA-accepted demonstration of software process maturity satisfies the requirement.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1140.

385. CLDP-STD-1140 - Bullet states, "[V]alidate the engine environments and loads to which the vehicle components will be exposed during all phases of Main Propulsion System (MPS) development, green run, and flight, in which the engine and vehicle are hot-fire tested as a system, such as during Stage Green-run or MPS development tests." Recommend adding a distinction between crewed launch vehicles and crewed on-orbit destinations. Whereas full-vehicle hot-fire testing may be appropriate for a crewed launch vehicle, vehicle-level hot-fire testing of an orbital platform that is uncrewed at launch is cost-prohibitive relative to its verification value. Recommend an exception distinguishing crewed launch vehicles from destinations uncrewed at launch.

NASA evaluated these comments and does not plan to make changes to CLDP-STD-1140.

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386. CLDP-STD-1140 - State's purpose of HEOMD-003-04 "The purpose is to define bus voltages, and the associated power quality and single point grounding for individual or integrated 120 Volts Direct Current (VDC) and 28 VDC spacecraft power systems."
While HEOMD-003-04 specified voltage limits for interoperability, bus-voltage internal to the spacecraft should be at the discretion of the Contractor. While the argument for part commonality is a consideration, there are other architectural considerations that may benefit from alternative bus voltage and do not detrimentally impact the ability to maintain a regulated or variable common voltage for interoperability with other modules and VVs. Recommend re-phrasing to be more in line with HEOMD-003-04 language supporting interoperability and clarifying vehicle or CLDS bus voltage is at the discretion of the contractor.
NASA evaluated these comments and does not plan to make changes to CLDP-STD-1140.
387. CLDP-STD-1140 - "The Commercial Provider will produce analyses, test plans/procedures, and/or test reports that demonstrate that the requirements in the MSFC-STD-3790 are sufficiently met." recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.
388. CLDP-STD-1140 - Recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.
389. NASA-STD-1140 - "Adherence to this standard is required for all windows required by NASA per the requirements of CLDP-REQ-1130 (i.e., hatch windows)" recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify, NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.
390. NASA-STD-1140 - Recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of to list of relevant standards.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.
391. NASA-STD-1140 - "Leak testing must be expected to be performed in accordance with NASA-STD7012." recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.

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392. NASA-STD-1140 - "It is expected that tailoring of this standard for specific applications and designs, adjudication of proposed alternate standards, and an assessment of any heritage hardware specifications versus the full specification needed for the new application to identify any gaps that require delta qualification per JSC67723 will need to occur." This language is sweeping and likely prohibitive in extent, exception for delta-qualification should be provided for heritage propulsion systems with additional credit provided for systems with human-flight heritage to ISS or other human rated vehicles or on-orbit platforms. It is also unclear if the Contractor is responsible for evaluation and possible delta qualification of transport, and VVs propulsion systems. Recommend reframing scope to provide clarity and credit for prior human rated flight heritage as well as clarity of accountability for delta qualification for CLDS, transport, and VVs.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will update the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update award.
393. NASA-STD-1140 - Recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of throughout section. Specifically in Key products, "A Requirements Compliance Matrix is presented, which includes critical processes as well as assessments of flight structures, dimensional tolerance analysis, weld and braze joint analysis, composite and bonded structures, buckling, fasteners, pressure vessels, pressure-loaded composite structures, flex hoses, and bellows." the explicit requirement and compliance matrix deviates strongly from the CLDP-STD-1140 language for "meets intent of".
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification.
394. NASA-STD-1140 - TRAILING DEPLOYABLE AERODYNAMIC DECELERATOR (TDAD) are typical for reentry vehicles, which may be provided through a sub-contractor as VVs, in such case clarification should be provided to grandfather certification of heritage crewed reentry vehicles to avoid unneeded re-evaluation by the Contractor.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.
395. NASA-STD-1140 - Recommend adding language to highlight allowance for Contractor generated alternate standard that meets-intent-of.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.
396. NASA-STD-1140 - Recommend eliminating clause "Additional NASA guidance is currently being developed to improve flammability testing requirements that may require configuration level testing." while this guidance will be helpful in the long run, having a carve out for undefined guidance and possible additional scope is high risk for delay to the contractor if updated guidance blocks existing processes. Recommend removing this language and providing an update at a later date through a formal change management process to ensure both NASA and contractor are able to effectively and efficiently implement updated guidance for flammability testing without negatively impacting engineering and test progress.
NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.

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397. NASA-STD-1140 - This section pulls heavily from NASA internal organizational structure and roles and responsibilities. Recommend reframing this section and generalizing to accommodate Contractors' organizational and milestone processes differences and provide guidance on mapping to NASA process following the "meets the intent of" guidance in CLDP-STD-1140.

NASA-STD-1140 is a reference document to support understanding of how to meet CLDP-REQ-1130 requirements. The contractor can propose an alternate approach as part of verification. To clarify NASA will be updating the numbering CLDP-STD-1140 to CLDP-REF-1140 in a future update post award.

398. NASA-STD-1140 - The CLDP-STD-1170 frequency plan places the Destination-to-VV forward link in the 410-415 MHz band (§3.3.1.1) and the VV-to-Destination return link in the 415-420 MHz band (§3.4.1.1), directly adjacent with no guard band between the transmit and receive bands. This spacing presents a very challenging radio front-end filter design: preserving receiver sensitivity in the presence of a much more powerful co-located transmitter at a very small frequency offset requires an impractically high-order filter, on both the Destination and the visiting vehicles. The standard also specifies only an "assigned center frequency" within each band and defines no channel assignment or allocation scheme; as written it would permit, for example, a 414.5 MHz forward channel and a 415.5 MHz return channel — a 1 MHz transmit/receive separation not realizable in a practical radio design, and unmanaged where multiple Destinations or visiting vehicles operate concurrently. Recognizing that the overall 410-420 MHz allocation may be externally constrained by spectrum coordination, the internal band split and channelization are within the standard's control. Recommend: (1) introduce a guard band between the forward and return sub-bands — e.g., forward link 410-412 MHz and return link 418-420 MHz, providing 6 MHz of separation — to enable a realizable front-end filter design while retaining the 410-420 MHz envelope; and (2) specify the channel assignment and allocation scheme for concurrent operations, including how forward and return channels are paired and coordinated across multiple Destinations and visiting vehicles, to guarantee a minimum realizable transmit/receive frequency separation.

NASA evaluated these comments and will consider clarifying CLDP-STD-1140 in future updates post award. These clarifications can be discussed post award as part of the verification and Alternate standards process.

399. NASA-STD-1140 - Requirement to transmit data within 2 weeks after mission concludes needs to be clarified. Please provide this data in Return + days. The 2 weeks data return is dependent on multiple systems (avionics and data bases for data transfer). Suggested update: Required data and metadata required for postflight efforts will be provided to stakeholders within 14 days of the data being received from the avionics systems. Nominally data will be returned to the stakeholder at R+14 days.

NASA evaluated these comments and will consider clarifying CLDP-STD-1140 in future updates post award. These clarifications can be discussed post award as part of the verification and Alternate standards process.

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400. NASA-STD-1140 - Correct the vacuum pressure direction and specify steady state conditions

We kindly request the pressure wording be corrected to "equal to or less than 1×10^{-3} torr (0.1333 Pa)" in both requirements and their verifications. As written, "vent waste gases at a minimum of 1×10^{-3} torr" (R.BLC.036) and "evacuate the glovebox work volume to a pressure of at least 1×10^{-3} torr" (R.BLC.037) read as a floor on pressure, which is the opposite of the intent, since a capable vacuum system achieves that pressure or lower. Proposed edit to R.BLC.036: "The Destination shall provide the capability to vent waste gases at a steady state pressure equal to or less than 1×10^{-3} torr (0.1333 Pa) for payloads inside a glovebox." Proposed edit to R.BLC.037: "...with the capability to evacuate the glovebox work volume to a steady state pressure equal to or less than 1×10^{-3} torr (0.1333 Pa)." We further request the pressure and the flow rates in the R.BLC.036 rationale be stated as steady state conditions at the interface. The ISS VES flow rates cited by time band (1 to 5 minutes, 5 to 15 minutes, greater than 15 minutes) describe transient blowdown behavior, and without a steady state definition the demonstration in V.BLC.036 has no defined test condition. Rationale: "Minimum" and "at least" applied to a vacuum pressure invert the intended capability and would make a compliant system non-verifiable, or a non-compliant system verifiable, depending on interpretation. Stating the value as equal to or less than, at steady state, gives both parties an unambiguous and testable criterion. We also note V.BLC.036 calls for inspection and demonstration while its success criteria reference an analysis, and that the same "at a minimum" wording appears in CLDP-REQ-1130 R.CLDS.617, R.CLDS.618, and their verifications, which should be corrected consistently.

NASA evaluated these comments and will make updates to CLD-STD-1140 for Final RFP.

401. NASA-STD-1140 - Define the vacuum performance measurement point and allow connector equivalents

We request that (a) the 1×10^{-3} torr capability in R.BLC.036, R.BLC.037, R.CLDS.617, and R.CLDS.618 be defined at the Destination-side vacuum interface, at steady state and with a defined payload gas load, with conductance of payload-provided lines downstream of that interface excluded, and (b) the vacuum connector in Figure 3.2.4-1 be treated consistently with the gas interface in Section 3.2.5, marked Reference Only with equivalents permitted. We additionally request NASA confirm the intent of R.BLC.037 is a vacuum resource connection available to payloads within the work volume, rather than evacuation of the entire glovebox work volume to 1×10^{-3} torr, and revise the wording accordingly. Rationale: At millitorr pressures the achievable pressure at a payload is set primarily by line conductance, so a pressure requirement without a defined measurement point holds the Provider accountable for payload-side geometry it does not control, or drives oversized pumping capability with no science benefit. Defining the number at the Destination interface matches ISS practice for the VES and VRS and gives an unambiguous, testable criterion. Permitting connector equivalents for vacuum matches the treatment NASA already applies to the gas interface in the same standard.

NASA evaluated these comments and will make updates to CLD-STD-1106 for Final RFP, including clarification of R.BLC.037 to confirm the intent of the ability to maintain a steady state pressure connection to a payload within the glovebox work volume. The Provider is responsible for ensuring all requirements are met that are applicable.

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402. NASA-STD-1140 - Remove "forced" from air cooling flow rate, and align with range between 15 ± 3 CFM, minimum vehicle rate 12cfm per MLE
We request R.CPIS.81 be revised to remove the forced-air prescription and align the flow rate with the payload interface range. Proposed language: "The VV shall support payload air cooling flow rate within 15 ± 3 Cubic Feet per Minute (cfm) at each payload air inlet location, with a minimum of 12 cfm per MLE, during powered operations, or space biology research." V.CPIS.81 should be updated to verify against this range. Rationale: This change lets NASA leverage flight-proven heritage vehicles for CLD cargo services without modification. The heritage vehicle precedent for this interface is SSP 50833 paragraph 3.1.1.5.3, which frames the cooling need as a range at the payload interface. The revision is also consistent with the Destination requirement of 15 ± 3 CFM in R.CPIS.35, giving payloads one common cooling range across transport and on-orbit operations.
NASA evaluated these comments and will make updates to CLD-STD-1140 for Final RFP.
403. Some CLDP/CLDC documents have been designated CUI at some revisions and uncontrolled at other revisions (CLDP-REQ-1130 for example). What is the intent/guidance going forward?
The latest revision markings should be utilized. NASA's document markings are in accordance with applicable Export Control and CUI requirements. The content of the documents drives the required marking. Interested parties should treat the documents and the information therein in accordance with the markings.
404. CLDP-REQ-1130 - Cygnus provides power, data & air-cooling interfaces for the powered assets (provided by customers/payloads) that control conditioned stowage. The conditioned stowage powered assets are assumed to control the environment within.
NASA has evaluated these comments and does not plan to make changes to CLDP-REQ-1130 for Final RFP.
405. CLDP-REQ-1130 - Some requirements (R.CLDS.021 for example) specify applicability to CaVV with down mass/return capability. There are other return requirements which would benefit from the same modification to exclude CaVVs which do not return cargo to Earth: R.CLDS.015, R.CLDS.751.
NASA evaluated these comments and does not plan to make changes to CLDP-REQ-1130.
406. CLDP-REQ-1130 - R.CLDS.771, which was applicable to crewed vehicles only, was deleted and some of the info combined with R.CLDS.532, atmospheric monitoring, which applies to both crewed and uncrewed VVs. Suggest separating back into crewed & uncrewed requirements as heritage uncrewed VV does not provide data on steady-state magnetic fields, radiation dosimetry, or acoustic data.
NASA has evaluated these comments and does not plan to make changes to CLDP-REQ-1130. These clarifications can be discussed post award as part of the verification and validation approval process.

THEME: PROPOSAL INSTRUCTIONS

407. DRFP, L.17.2 PRICE FACTOR – VOLUME I - Is it the Government's intent to incorporate each offeror's ground rules/assumptions in the contract IDIQ awards (Model Contract)?
Only information provided in the sections that are identified in Section L as "incorporated into the model contract" will be included in the model contract. General assumptions written into the proposal narrative will not be incorporated into the contract.

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408. DRFP, L.17 INSTRUCTIONS TO OFFERORS - Will the Government please confirm our understanding that:

1) Attachment J content identified in the Volume II outline is to be submitted within the body of the Volume II as well as within Volume V.

Yes, Attachments that are Due with the Volume II Mission Suitability are also to be delivered again with Volume V - Model Contract. The RFP denotes which Attachments are due with the proposal.

2) Attachment L content identified in the Volume II outline is to be submitted as separate files and not directly within the body of Volume II.

Volume II should be submitted as one integrated proposal which includes all DRDs, and both L and J Attachments integrated within Volume II. Some Attachments may be delivered again within Volume V Model Contract, which is the signed version of the contract.

409. DRFP, L.5 JSC 52.215-113 PROPOSAL FORMATTING INSTRUCTIONS - Can the Government please provide more context around the requirement to: "Provide a Cross Reference List that tracks the page and paragraph numbers of the Offer's proposal to the page and paragraph numbers in the Government's instructions. A Cross Reference List shall be submitted in each Volume for that particular volume." For Volume 2, there is also a requirement for the specific compliance matrix given as dRFP Table L.17.3. Does the Government's requirement for the more detailed cross reference by page and paragraph number apply to only the Section L instructions, or does this extend to all sections of the dRFP and the DRDs as well?

The Government's requirement for cross reference extends to all sections of the solicitation, including DRDs and dRFP. The proposal should be traceable to the solicitation.

410. Does NASA currently have a projected schedule for each task order? Specifically, what is the earliest anticipated timeframe for the selection of the mission service provider(s) under CLIN 3?

NASA anticipates ordering Mission Service Orders ~24 months prior to Mission start/launch. NASA has not identified the timeframe for the first Mission Service Order and will rely on the schedule of the awardee(s).

411. DRFP - Year labels are inconsistent across pricing artifacts: Attachment L-01 uses FY29–FY42, L-08 references GFY and CY, and Section B uses CY.

Ask: Please conform the labels; cross-volume inconsistency is otherwise evaluated as a offeror's weakness under Section M.

Final RFP will be revised to Calendar Year (CY) to be consistent.

412. DRFP - Under TA.2, DRD CLDC-103, NASA Standards and Specifications Compliance and Tailoring (Sections 1-5 only) is listed as being submitted within Volume II and included in the 200-page limit.

Ask: Should this instead be designated as "not included in the page count"? We want to confirm that CLDC-103 will not count toward Volume II's 200-page maximum.

DRD CLDC-103 has been removed from page count. All DRDs submitted with the proposal will be removed from Page Count, which allows more pages to be applied to the remaining proposal instructions. In addition, NASA has assessed all of the industry comments associated with Page count and has increased Volume I Price Volume narrative portion from 20 to 30 pages and has increased the Volume II page count from 200 to 220 pages.

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413. DRFP - Under TA.3, DRD CLDC-129, Crew Code of Conduct is listed as being submitted within Volume II and included in the 200-page limit.
Ask: Should this instead be designated as “not included in the page count”? We want to confirm that CLDC-129 will not count toward Volume II’s 200-page maximum.
DRD CLDC-129 has been removed from page count. All DRDs submitted with the proposal will be removed from Page Count, which allows more pages to be applied to the remaining proposal instructions. In addition, NASA has assessed all of the industry comments associated with Page count and has increased Volume I Price Volume narrative portion from 20 to 30 pages and has increased the Volume II page count from 200 to 220 pages.
414. DRFP - Under MA.3, DRD CLDC-104, Insight and Collaboration Implementation Plan is listed as being submitted within Volume II and included in the 200-page limit.
Ask: Should this instead be designated as “not included in the page count”? We want to confirm that CLDC-104 will not count toward Volume II’s 200-page maximum.
DRD CLDC-104 has been removed from page count. All DRDs submitted with the proposal will be removed from Page Count, which allows more pages to be applied to the remaining proposal instructions. In addition, NASA has assessed all of the industry comments associated with Page count and has increased Volume I Price Volume narrative portion from 20 to 30 pages and has increased the Volume II page count from 200 to 200 pages.
415. DRFP L.16 *Security Requirements and Instructions to Offerors* - Facility Clearance up to TOP SECRET; personnel with TS/SCI (NASA-sponsored)
Ask: Please provide details on the extent of classified activity expected and the timeframe? Classified facility capability and clearance sponsorship is achievable, though beyond commercial company requirements, which will likely drive additional cost and complexity that we need to scope in detail.
At Final RFP, NASA will provide DD254 with additional TOP SECRET requirement details. The intent of the TOP SECRET requirement is for the Contractor to have a minimal subset of personnel with a TOP SECRET clearance to support potential TOP SECRET conversations or actions if they arise. A specific Contractor managed facility is not required at this time.
416. DRFP L.5 JSC 52.215-113 *Proposal Formatting Instructions* (b)(3) - Text: "Each volume of the proposal should be submitted as a separate electronic file."
Ask: Consider adding: "A volume with many subfactors or attachments can be consolidated into a subfactor, volume, or appendix using Adobe PDF."
Proposal submittals shall follow the RFP instructions and should have clear traceability to the section it supports.
417. Request NASA publish a fully comprehensive proposal schedule with the final RFP, consolidating all interim requirements and due dates embedded within individual clauses and attachments. For example, Attachment L-05 contains a requirement that all GTA requests be submitted within 22 calendar days of final RFP issuance — a critical due date easily missed within the RFP’s complex documentation ecosystem. A single consolidated schedule reduces the risk of inadvertent non-compliance for all offerors and reduces NASA’s burden of adjudicating avoidable schedule questions.
A proposal schedule is not being included in the final RFP. The offeror shall follow the proposal instructions in Section L.

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418. DRFP Table L.17.1-1: *Overview of Proposal Volumes, Page Limitations, And Format* - NASA has identified some DRDs and attachments to be submitted with Volume II and counting toward the 200-page limit (e.g., DRD CLDC-129, Crew Code of Conduct), some submitted with Volume II and not counting toward the 200-page limit but also incorporated into Volume V, which is not page limited (e.g., DRD CLDC-212, Crew Accommodations (section 1 only), and some submitted with Volume II only and not counting toward the 200-page limit (e.g., DRD-CLDC-001, Integrated Master Schedule). Due to the page restrictions and the complexity of the submission, we recommend that NASA simplifies the RFP to have all included DRD submitted in a single separate not-page-limited volume while leaving all existing volume page limits intact.

All DRDs submitted with the proposal will be removed from Page Count, which allows more pages to be applied to the remaining proposal instructions.

419. Consider a Digital Twin deliverable for some or all of the components as a means to accelerate insight and improve testing, certification, and modifications. NASA may want to state that it is a Digital Twin or equivalent. NASA is not requiring a Digital Twin for CLDC; however, offerors may propose a Digital Twin as part of their technical approach and/or approach for insight/oversight.

THEME: REQUIREMENT FOR US VEHICLES

420. As the commercial space economy expands, new entrants are expected to provide U.S. commercial crew and cargo transportation services. Current providers benefited from a phased regulatory approach: initial demonstration flights proceeded under NASA certification with limited FAA oversight, then transitioned to FAA jurisdiction for operational service missions. We recommend that new entrants follow a similar model, as this approach has proven effective for existing providers in safely developing and operationalizing crew transportation capabilities.

NASA has evaluated industry feedback in this area and no longer requires proposals to include New transportation vehicle certification costs in the CLIN 2 pricing but instead plans to request high level data about the offerors transportation certification and development approach for new vehicles including costs to be provided in Letters of Intent. NASA plans to update the RFP to provide clarity and how this will or will not be used for evaluation. NASA does expect delta certification for heritage vehicles first flown under end-to-end service to be included in the pricing. NOTE: If GFTSS is utilized during the first four missions, NASA will be responsible for delta certification of those flights. Additional instructions related to the use of heritage and/or new proposed vehicles will also be clarified in the Final RFP.

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421. DRFP Section H, *United States Commercial Provider And Domestic Source Criteria* - We recommend allowing NASA to consider waivers on a case-by-case basis when the use of a non-U.S. transportation vehicle would improve the business viability or mission viability of a CLD provider's service offering. At this stage of CLD development, preserving flexibility in transportation and partnership strategies is important to support a sustainable commercial LEO ecosystem. Restricting future transportation options may unnecessarily limit opportunities for CLD providers to leverage capabilities from international partners and pursue commercially beneficial approaches. A waiver mechanism would maintain NASA's ability to prioritize U.S. industry while preserving strategic flexibility that could strengthen the long-term success and sustainability of CLD destinations.

Proposed additional sentence.

(a) In accordance with the National Space Policy (2020), in order for the Government “to promote a robust domestic commercial space industry and strengthen United States leadership as the country of choice for conducting commercial space activities,” NASA plans to purchase and use United States commercial space capabilities and services to meet the requirements of this Contract, and the Contractor shall do the same in the performance of this Contract. Accordingly, the Contractor shall be a United States Commercial Provider as defined by 51 United States Code (U.S.C.) §50101 and shall comply with 51 U.S.C. §50131 in performance of this contract by acquiring space transportation services from United States commercial providers. However, the Contractor may propose to launch a NASA payload using a non-U.S. transportation vehicle if such an approach would improve the business viability or mission viability of the Contractor's service offering. In such circumstances, NASA may consider granting a waiver from the requirements of this clause.

(b) Also, the Contractor shall comply with the National Space Transportation Policy (2013) and 51 U.S.C. § 30703 by using U.S. manufactured launch vehicles to launch a NASA payload. A launch vehicle will qualify as a domestic end product only if the cost of its components mined, produced, or manufactured in the United States must exceed fifty (50) percent of the cost of all of 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). Notwithstanding the foregoing, NASA may waive the requirements of this Section with respect to a launch vehicle that does not meet the minimum 50% U.S. manufacturing content requirement, provided that NASA reasonably determines that such an approach would improve the business viability or mission viability of the Contractor's service offering.

NASA plans to clarify this information in the Final RFP. Offeror's proposals must comply with applicable US laws and regulations and cannot assume an exception or exemption will be granted. However, NASA intends to request additional information in the final RFP to support agency assessment of whether a waiver or exception may be granted or sought. NASA expects to provide additional detail on this approach in the final RFP..

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422. DRFP Section H, *Outer Space Treaty Article 6*, and *Jurisdiction and Control of Space Objects* - Oversight of U.S. commercial space activities under Article VI of the Outer Space Treaty is exercised through the licensing and authorization regimes of the FAA, FCC, Commerce, and State. This clause layers a contract-based NASA approval regime over the same non-NASA activities, creating the possibility that an activity fully licensed by the cognizant regulators is nonetheless blocked by a contracting officer, or vice versa. Please explain how NASA has deconflicted this clause with those authorities, and whether regulatory authorization will be treated as satisfying the corresponding elements of this clause for non-NASA activities.

Will NASA please clarify that for non-NASA mission activities, compliance with applicable U.S. licenses and authorizations satisfies (b)(1) and (c), except as to use of NASA identity and integrated-operations safety.

NASA will update these clauses to clarify their scope in the Final RFP. NASA does not have authority to and does not intend to act as a regulator but has certain imposed requirements in an attempt to limit risks to the US Government associated with legal uncertainty. NASA does not believe there are any overlaps at this time with existing regulatory requirements and plans to work with the FAA, FCC and DOC to ensure there is no overlap and/or conflicting requirements as regulations are finalized. Additionally, NASA is reassessing if the current RFP has any overlaps or inconsistencies with current regulation, and will correct any issues if found.

THEME: SOW

423. Statement of Work 3.3, Table 3.3.1 Mission A (Crew Tended) Minimum Capabilities - The Table stipulates the minimum duration for Mission A is at least one month. There is no indication of the maximum duration for Mission A. In order for Offerors to price, a maximum duration is necessary.

There is no maximum duration for Mission A. NASA has indicated minimums for all requirements. The minimum is intended to be the value the offeror should price to, unless their architecture supports durations or crew sizing beyond it. The Offeror should determine the maximum proposed time frame based on their business case, architecture and customer needs.

424. Statement of Work, 2.19.4, *USG Furnished Crew Time* - How will "routine maintenance" be defined? Per Logistics and Maintenance, there is Corrective and Preventive Maintenance. Please confirm for the purposes of this solicitation routine = preventative.

The table has been removed in the Final RFP and it is clarified that USG Crew will support all maintenance activities in Statement of Work 2.19.4 USG Furnished Crew Time.

425. Statement of Work - There is substantial "meets the intent of" statement throughout. These are understandable where it comes to design, assembly, architecture which may vary between CLD offeror solutions presented to and evaluated by NASA. The concerning "intent" statements are on CLD Operations, Crew Health and Safety. Specifically:

SOW 2.11.2 meets the intent of NASA-STD-8739.8B, Software Assurance and Software Safety Standard,
SOW 2.16 meets the intent of CLDP-STD-1150, Commercial Low-Earth Orbit Development Program Operations Standards,
DRD CLDC-113 meets the intent of Johnson Space Center (JSC) 22538 Flight Crew Health Stabilization Program,
DRD CLDC-115 meets the intent of CLDP-STD-3102 CLDP Hazard Analysis and Safety Process Standard,
DRD CLDC-115 meets the intent of NASA-STD-8739.8B Software Assurance and Software Safety
DRD CLDC-115 meets the intent of CLDP-STD-3102 HAZ analysis & system safety processes, and
DRD CLDC-130 meets the intent of CLDP-1123 Medical Standards and Capabilities

NASA does not plan to make a change in the RFP. Based on industry feedback, NASA will continue to utilize meets the intent for all standards and will work implementation details with the Contractor post-award.

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426. Section C, Statement of Work (SOW) including any requirements that could be overly restrictive/prescriptive.

The following identifies elements within the Section C Statement of Work that may be overly prescriptive or could unnecessarily constrain the proposed CLD architecture. In particular, the requirement to support four crew members on Mission A may significantly increase environmental control, thermal, consumables, and equipment demands, while the increased planned payload utilization may require additional payload facilities to be incorporated into the station architecture.

- 4 crew on Mission A (dRFP CLD SOW): Causes increased loads on ECLSS & Thermal, large increase in crew consumables and equipment.

- Increase in Planned Payload Utilization (dRFP CLD SOW): Increase in Payload Facilities that must be included in Station Architecture.

NASA plans to update the Mission A minimum crew requirements to three (3) crew in the Final RFP. The 30 days duration is not changed.

427. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS - Please clarify the required schedule for initial station on-orbit capability, certification, and commencement of Standard Service Missions. Are these dates mandatory contractual milestones or planning targets?

No, the offeror should propose the schedule for these activities in the appropriate OFI tables. NASA is not dictating this schedule.

428. SOW 2.0 CLDC General Requirements - Can the Government please provide additional insight into the rationale and requirements for:

"The Offeror shall obtain and maintain National Security Facility Clearance Level (FCL) up to TOP SECRET and, as identified by the Government at the task order level requested by the Critical Design Review. The Offeror will be responsible for providing a SECRET/TOP SECRET security clearances for personnel supporting functions identified by NASA as requiring this level of clearance. The Offeror shall provide personnel that can obtain and maintain a Top Secret/Sensitive. Compartmented Information (SCI) clearance. NASA will sponsor SCI clearances." Implications for providing support for classified payload storage, transportation, on orbit operations may be significant drivers to operating costs and system architecture.

The offeror is required to have a limited number of personnel cleared to maintain National Security Facility Clearance Level (FCL) up to TOP SECRET. The intent is to have personnel ready to support TOP SECRET conversations and analyses if they should arise, but NASA does not intend to require classified payload storage, transportation or on orbit operations in support of CLDC, nor maintain a Sensitive Compartmented Information Facility (SCIF).

429. SOW 2.19 Government Furnished Resources, Property and Services -NASA should preserve the option to furnish or separately procure alternate mission operations, cargo and payload integration, crew-health, and research-integration services during the ISS-to-CLD transition. Will NASA consider providing these services until each provider demonstrates NASA-defined maturity? This will reduce safety and operational risk for CLIN 2 and early CLIN 3.

NASA is not currently contemplating furnishing or buying other mission operations outside of this contract during ISS Transition.

430. SOW 2.12, NASA Access to Partner Facilities and Tools - Ask: Are the access requirements (including physical locations) required for the entire duration of the Contract or just during government-ordered missions?

The access requirements are required for the entire duration of the contract, such as dedicated office and accommodations for NASA Ground Personnel and some may be specific to Government ordered missions, such as console seats or transportation of Crew and USG personnel.

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431. SOW 2.7 states all hardware shall be titled to NASA, and Section D requires Data-Matrix identification marking of Government equipment per NASA-HDBK 6003 / NASA-STD 6002.

Ask: Please confirm whether direct-part Data-Matrix marking is therefore required on all delivered CLDS hardware, or only on discrete deliverable equipment, so providers can scope the marking obligation.

If any hardware is being delivered to the Government through a DD250, Material Inspection and Receiving Report, NFS 1852.245-74 Identification and marking of Government equipment applies.

432. SOW 2.1.1, *Quarterly Program Review (QPR)* - Ask: On an FFP contract, request the QPR content 'cost, schedule, and technical status... for full scope' be restated as schedule and technical status against the contract baseline, including milestone payment forecast; and that supplier/agreement status be limited to items affecting NASA deliverables or critical-path performance. Please also define the content expected under 'AI technology updates.'

NASA will update SOW 2.1.1 QPR to clarify the specific requirements that shall be presented at each QPR.

433. SOW 3.3.2, *Mission B – Continuous Crew Mission (CLIN 3B)* - Text: "CLIN 3 is optional based on the Contractors configuration."

Ask: Is it correct to assume that "CLIN 3" should read "CLIN 3B"?

NASA has updated the Final RFP to fix this editorial error.

434. SOW 3.2, *CLDS Development, Demonstration & Certification (CLIN 2)* - Text: For CLIN 2 "The Contractor is required to use a minimum of two (2) USG Crew Members to participate in the Demonstration mission."

Ask: Does this require NASA Astronaut Corps members specifically, or any USG-sponsored crew per the Table 1.2.5-1 definitions? Crew sourcing drives training, medical certification (L-12 months), and demonstration pricing.

435. Yes, Two USG Crew are required however, the crewed Demonstration has been removed from CLIN 2 and will be conducted as aprt of the first CLIN 3 Service mission. OW 2.11.3, *Quality Assurance* - Ask: Please define the requirement pertains to all NCRs or just the major NCRs.

Per Section 2.11.3 Quality Assurance, the requirement to provide NASA with the information detailed in this section applies to any nonconformance (NC) that NASA investigates and needs further information on, regardless of the NC classification.

436. SOW 2.11.1, *Hazard Analysis and System Safety* - Feedback: Requires NASA as a co-chair of safety panel reviews. Our current charter and our position for several years has been that NASA is a member of the safety panel. Having a co-chair gives NASA program control (even if shared) of our suppliers and designers and effectively undue control over how much program money is used to control hazards. This authority should be solely with the Providers Program but with the NASA concerns fully considered.

Due to past lessons learned and recommendations from STAR, PIT and ASAP, NASA has determined co-chaired SRPs are the appropriate compromise between ensuring NASA has the necessary insight and oversight on hazards impacting USG crew safety, while allowing the Provider to maintain ownership of design and provider resources. On past/current commercial contracts, NASA has retained sole SRP chair authority. CLDC has moved to a joint format.

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437. Recommend that Section C (Statement of Work) and its associated requirements be expressed in performance-based, architecture-agnostic terms wherever practical, consistent with the RFP's stated "meet the intent" approach. Because commercial destinations may adopt materially different architectures - for example, modules arranged in rings which can require joining more than two modules simultaneously to close the loop - requirements framed around outcomes (crew health and safety, utilization capability, interoperability) rather than specific implementations will avoid inadvertently precluding otherwise compliant solutions. Further recommend that the evaluation (Section M) recognize, and where appropriate credit, architectures that measurably improve long-duration crew health - for example, artificial gravity, which can mitigate the deconditioning associated with prolonged microgravity (bone-density loss, fluid shifts, sensorimotor effects).

The current RFP does follow traditional DDT&E milestones and relies on performance-based milestones. The entrance and exit criteria outlined the CLIN 1, 2 and 3 milestones are what NASA feels is necessary to support performance-based payments and appropriate understanding into DDT&E and Mission readiness. However, J-11 and J-12 are tailorable. The proposed tailoring may adjust timing, entrance and success criteria, or combine and consolidate milestones as long as the content of the entrance and success criteria is captured in the tailored version.

438. Throughout the solicitation and in 1:1 discussion, NASA appears to assume that it will always be a majority customer for all CVV and CaVV missions, and therefore that it should have controlled interest over manifests, visiting vehicle manufactured content, launcher location, return location, and a wide range of other factors. This assumption is inconsistent with commercial growth and is overly constraining to other customers as well as the CLD Contractor.

Recommend changing the RFP to limit NASA overreach by applying most agency requirements explicitly only to missions where NASA is a majority customer or is providing GFTSS, and clarifying other cases where another threshold of NASA participation applies (e.g., for missions with any USG Crew, NASA cross-waiver requirements appear likely).

NASA understands the sentiment, but maintains the requirements are necessary to provide adequate understanding and ensure the safety of the CLD. NASA has clarified in multiple places where requirements are only applicable to NASA missions.

439. SOW 2.18.2, Human-in-the-Loop (HITL) Testing - requires individual HITL test plans and USG Crew requests be submitted 4-6 weeks prior to each HITL test date. HITL evaluation is inherently iterative — test, modify a layout, procedure, or configuration, and retest — and applying the full 4-6 week cycle to minor modifications of an already-reviewed test plan imposes serial delay disproportionate to the change. Recommend a fast-track path: for modifications to a previously submitted HITL test plan that do not change the hazard controls, safety envelope, facility, or test subject risk profile, and for repeat or delta runs of a previously executed HITL, submission no less than two (2) weeks prior to the test date, with minor-modification status confirmed through the joint NASA/Contractor HITL coordination working group already established by this section. The 4-6 week timeline would continue to apply to new test plans and modifications affecting safety or subject risk.

NASA evaluated these comments and will update the SOW to remove the 4–6-week timeline. The cited JPR, JWI, and CK-WI provide guidance on submission of HITL test plans.

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440. SOW 2.1.1, Quarterly Program Review (QPR) - The SOW states: "Change Management including list of all changes dispositioned over the past quarter and changes currently under evaluation." All changes are too broad in this context and not appropriate for a commercial acquisition in which the Government is dictating safety and performance requirements and giving the Contractor flexibility to define their own innovative and cost-effective implementations. Recommend this be modified to bound the scope of changes that must be reported, such as those that impact Government requirements/Certification. This would be consistent with a later QPR content requirement on risks being constrained to "top risks" and not "all risks."
NASA has clarified that Change Management shall list changes that impact Government requirements or Certification.
441. SOW 2.19.4 USG Furnished Crew Time - Food preparation is not mentioned in the exclusion for "general housekeeping and routine maintenance." A high-crew-burden food system becomes unsustainable by Year 4 (15%).
SOW 2.19.4 has been updated with no time or quantity limitations, to "All crew including USG crew shall support assembly, outfitting, maintenance and operational tasks required on the Destination based on their capabilities and jointly developed increment plan. USG crew may perform commercial payload operations for the Contractor as specifically negotiated in the mission task order and commercial activities in accordance with DRD CLDC-009 Commercial Activities Management Plan".
442. DRD page 2 - Recommend deleting the sentence "Contractually binding documents shall only be implemented or revised via a contract modification." This provision makes each revision to a Type 1 DRD a bilateral contract modification action, layering contract-level administrative burden and open-ended schedule latency on top of the existing approval-before-release control. This is not compatible with a program that requires a unique speed of execution to satisfy the national imperative of establishing a commercial destination before the ISS is deorbited in 2030. The precedent NASA commercial human spaceflight programs impose no such requirement: CCtCap (Attachment J-02, §2.2) and both HLS Data Procurement Documents (Appendix P and Appendix H, Data Types) provide that "interim changes" to Type 1 documents are handled through NASA written approval before release — not through a contract modification. Recommend CLDC align with that precedent and manage Type 1 revisions through the standard NASA approval process rather than by contract modification.
The statement "Contractually binding documents shall only be implemented or revised via a contract modification" has been removed from the Data Type 1 definition.
443. SOW 2.0 *CLDC General Requirements* - COMMENT: The requirement that the Contractor provide end-to-end services, including training, operations, utilization, and medical operations, establishes appropriate prime-contractor accountability. However, it could also be interpreted to require the CLDS prime to exclusively perform all customer-facing mission functions. That interpretation could limit customer choice and discourage sovereign, institutional, and commercial customers that retain an independent mission operator or designated representative. RECOMMENDED CLARIFICATION: Clarify that the Contractor remains fully responsible for contract performance, safety, certification, mission success, and technical interfaces, while accommodating qualified customer-selected organizations performing non-safety-critical customer representation, mission development, utilization planning, training coordination, and mission-performance oversight, provided all Contractor requirements and interfaces are satisfied.
The scope of this Contract is the responsibility of the Contractor. The Prime Contractor remains responsible for all scope within this contract regardless of whether they use sub-contractors or third parties. To the extent consistent with the requirements of the contract, the Contractor may subcontract or barter with outside organizations for services to conduct tasks outlined in this contract as desired to meet business and technical needs.

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444. NASA's July 9 pre-proposal Q&A states that certification requirements may be tailored depending on an element's impact on the baseline certification, design, and use. Section 2.15.3 establishes a Unique Payload ICD process for USG payloads with interface requirements beyond the standard Payloads IRD, while Section 3.4.2 permits contractor-provided payload facilities and optional non-standard utilization capabilities. Would NASA clarify the interface, verification, and certification pathway for an optional research facility furnished by a Contractor or subcontractor and offered to NASA as a service? Specifically, would the Unique Payload ICD process—or an equivalent tailored process—be available for a facility incorporating dynamic or rotating elements, with requirements tailored to the facility's demonstrated effect on the baseline destination design, certification, operations, and other required utilization services? This clarification would help Offerors assess technical feasibility, certification scope, and supplier integration while limiting early disclosure to technical information necessary for evaluation.

The Contractor would be responsible for detailing and managing CLD interface requirements and verifications, which have to abide by CLDP-REQ-1130 as applicable. NASA payloads will abide by the Contractor's interface requirements. The Unique Payload Interface Control Document (ICD) is designed to provide the requirements definition and interface details between the Commercial Low Earth Orbit (LEO) Destination System (CLDS) and the specified USG payload/facility. The Unique Payload ICD will be required for each individual pressurized and unpressurized USG payload/facility that has unique interfaces to CLDS not covered by the Payloads Interface Requirements Document (IRD). Non-USG payloads/facilities will need to be worked directly with the Contractor.

445. SOW 1.2, *Scope* - SOW states: "The CLDS shall support at least a total crew of four (4), including at least two USG Crew." In the past, NASA has said that their 2 USG crew could be split between 2 different providers of CLDS. Is this still a possibility or does this statement indicate that one particular CLDS will have at least 2 USG crew?

NASA does not expect to split the "two (2) Crew" across two separate Destinations. The requirement for two (2) Crew is to be on the same Destination. In the event multiple contractors receive a CLIN 2 task order award, each of their Destinations should accommodate two USG crew.

THEME: TECHNICAL ASSESSMENT

446. DRFP Section H.31, *Government Technical Assessment* - Remove or clarify provisions allowing NASA to delay launches or intervene in provider operations except for verified safety or national security concerns.

NASA will update this clause in the Final RFP and separately clarify NASA's right to perform safety and technical risk assessments for the launch of CLD Elements, as well as to assess crew and cargo readiness pre-launch and on orbit. NASA will clarify that the assessments will be directly related to technical risks and safety concerns.

447. DRFP Section H.31, *Government Technical Assessment* Text: "(b) Allocation of Government's rights with respect to removal of crew or cargo pre-launch and on-orbit. In the event the Government decides to exercise its rights under this clause, the Government has the right to have its crew or cargo removed from the visiting vehicle or destination and safely returned to NASA. This removal and return are the Contractor's responsibility; at the Contractor's expense, without adjustment to contract price."

Ask: Can NASA provide a scenario for this? If it is part of a mission contract then the contract would have to be adjusted through a price adjustment process, regardless, this should be constrained to the return of crew or cargo only in an emergency or safety situation without a price adjustment.

NASA will update this clause in the Final RFP to clarify its intent on when and how it would exercise this right under the Government Technical Assessment clause.

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448. DRFP Section H.31, *Government Technical Assessment* Text: "(c) In the event the Government delays the delivery, as a result of exercising its rights under this clause, and the causes of the delay were within the control of or due to the fault or negligence of the Contractor or its Subcontractors at any tier, then the clause Adjustments to Launch Schedule, shall govern and the Contractor shall be deemed to have caused the delay. If the Government delays the delivery and the causes of the delay were not within control or due to the fault or negligence of the Contractor or its Subcontractors at any tier, then the clause Adjustments to Launch Schedule, shall govern and the Government shall be deemed to have caused the delay.

Ask: Clarify that this clause only applies to CLIN 3. The language as written is overly punitive and does not consider that there may be joint liability for a delay. Most of the delays as written become attributable to the station provider, which not only impacts the NASA service but also other customers that may be aboard the same launch (who would then be forced to delay through application of the Adjustments to Launch Schedule clause).

The clause will be updated to clarify it is applicable to both CLINs 2 & 3, for the launch of an element and crew and cargo services. The government holds the burden of proof under section (d) to find that the delay was at the fault of the contractor. The clause still allows the contractor to continue with the launch of element, cargo or crew mission, against the Governments request, but will include remedies NASA may assess in the case of an incident.

449. DRFP Section H, *Government Technical Assessment* NASA's authority to delay launch and remove USG crew/cargo should remain unchanged.

Ask: Where the subsequent joint investigation does not substantiate the safety concern, request that resulting costs be subject to equitable adjustment rather than borne solely by the Contractor with no price adjustment. This removes an uncapped contingent cost that would otherwise be priced into every mission.

The Clause does not state that costs associated with a delay that are not justified are borne solely by the Contractor. The clause notes these will fall under the Adjustment to Launch Schedule Clause for remedies, which can apply to NASA or the Contractor.

THEME: UTILIZATION

450. SOW 1.9, *Payload Specific Roles* - The draft [Statement of Work] defines Principal Investigators and Payload Developers but does not explicitly recognize independent implementation partners. These organizations lower the barrier to entry for researchers by providing end-to-end mission implementation and should be recognized as an important part of the future commercial LEO ecosystem.

The term "implementation partner" is not utilized in the CLDC contract. NASA's goal is to avoid a gap in low earth orbit and has included requirements for viable research capability in the minimum configuration similar to capabilities that exist today. It is the Offeror's decision on how to partner with team members or subcontractors to best align with NASA requirements and their needs.

451. The solicitation clearly defines the laboratory infrastructure that providers must deliver but provides little insight into NASA's anticipated utilization. Providing estimates of expected NASA-sponsored research demand—such as projected payload volume, mission cadence, or broad research areas (e.g., life sciences, technology demonstrations, physical sciences, in-space manufacturing)—would help providers optimize station designs and operational concepts.

NASA's future forecast of payloads is in work. However, in general, Category 1, as defined in SOW 1.5 NASA Utilization Capability Needs in LEO, was defined to ensure support for (but not limited to) Human Research efforts; Category 2 supports (but is not limited to) Human Research, Life Science, and Tech Demos; Category 3 supports (but is not limited to) Human Research, Life Science, Tech Demos, Physical Science, and Plant Research.

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452. Commercial research depends on rapid iteration. We encourage NASA to consider evaluation criteria related to payload throughput, experiment turnaround time, repeat-flight capability, and user accessibility in addition to laboratory infrastructure.

In order to provide the most flexibility to industry, NASA has minimized our utilization requirements and looks to industry to streamline and provide innovative solutions for NASA and other customers and where applicable provide as part of their proposal.

453. SOW 1.5, *NASA Utilization Capability Needs in LEO* - The draft specifies transportation capacity but not transportation frequency. For many biological investigations and future in-space manufacturing applications, frequent launch and return opportunities are more valuable than equivalent annual cargo capacity delivered through fewer missions. Cargo cadence and sample return frequency should be considered as part of future service evaluations.

In order to provide the most flexibility to industry, NASA has minimized our utilization requirements and looks to industry to streamline and provide innovative solutions for NASA and other customers and where applicable provide as part of their proposal.

454. The draft maintains significant NASA involvement through Government Insight, verification, and hazard review, but the approval process for individual NASA-sponsored payloads is less clear. We recommend clarifying the respective responsibilities of NASA, Commercial LEO Destination providers, and implementation partners, while considering a risk-based payload safety process that streamlines lower risk investigations without compromising crew or vehicle safety.

NASA envisions the detailed roles and responsibilities for payload safety to be worked with the selected CLD Providers post award. The Contractor can propose custom approaches to payload safety that meet the intent of CLDP-STD-3102 through DRD CLDC-115 S&MA Plan.

455. We strongly support NASA's emphasis on standardized payload interfaces and encourage extending this philosophy to operational processes and data interfaces across Commercial LEO Destinations, Cargo Resupply and Crewed Missions, as well as free flyers. Standardization will reduce integration costs, improve portability between providers, and strengthen competition.

In order to provide the most flexibility to industry, NASA has minimized our utilization requirements and looks to industry to streamline and provide innovative solutions for NASA and other customers, and where applicable provide as part of their proposal.

456. The dRFP states that these additional services shall be included in accordance with SOW, Section 3.4.1. The SOW forecasts 100% utilization of the Glovebox, while the additional services in the dRFP request an additional 25% usage of the Glovebox.

100% booking seems very extensive and would exclude any other customer from using the glovebox.

Additionally, the extra 25% cannot be provided, unless two gloveboxes are built.

Ask: Please clarify rationale and expected implementation plan for the overbooking (125%) of the glovebox. If NASA expects additional glovebox(es), clarification is needed on whether exactly the same capabilities are required or if reduced size/capabilities are acceptable. Also clarify if NASA intends to provide access to the glovebox to other customers out of their 100% pre-booking.

A single glovebox could satisfy all the NASA glovebox capabilities listed in CLDP-STD-1106 CLDP Utilization Capabilities Standar but is not required. NASA is providing specific forecast for needs on the glovebox/bags which Offeror's need to use to evaluate architecture required to meet the need. Additional gloveboxes or glove bags may be required to meet NASA and the Offeror's other customer needs.

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457. DRD CLDC-126, *Science Data Management Plan* - Text: "(1) Description of the Contractor's roles and responsibilities related to data management consistent with CLDP-PLN-1122, Section 5.1, which includes the following statement on the role of the CLDP Utilization Office: "The CLDP Utilization Office will oversee the transmission of CLD provider mission data on to utilization stakeholders on behalf of the CLDP."

Ask: We recommend this only applies to NASA utilization stakeholders and the CLD Provider is the owner of CLD mission data and should distribute mission data directly to non-NASA utilization stakeholders without going through NASA CLDP Utilization Office.

CLDP-PLN-1122 scope is for NASA utilization only and does not apply to non-NASA utilization. CLD Providers are to propose their own science data management plan with regards to how they plan to integrate NASA utilization including recommendations for dissemination of data. NASA plans to update the CLDP-PLN-1122 CLDP SDMP document to align with the CLD Provider DRD CLDC-126 SDMP. Additionally, in the Final RFP, NASA is updating DRD CLDC-126 Science Data Management Plan (SDMP) to indicate that CLDP-PLN-1122 SDMP is to be considered as a guide to be used for completeness.

458. Section 1.6 of the Statement of Work identifies NASA's planned utilization levels for common research facilities, including the glovebox and workbench.

Ask: To support efficient utilization of on-orbit resources and maximize commercial research opportunities, please clarify whether any reserved but unused NASA allocation may be made available by the Contractor to non-NASA customers? For example, if NASA does not fully utilize its allocated glovebox or workbench time during a given mission increment, does the Contractor retain the flexibility to offer that unused capacity to commercial or other non-NASA users, provided doing so does not impact NASA mission requirements?

Ask: What would that contractual approach look like?

NASA is updating the Final RFP to address that contractors will have the option to utilize Excess Capacity via an agreement or equitable adjustment. The SOW requirements are NASA's expected usage and contractors should factor that in when building out their system architecture and sizing.

459. SOW 1.5, *NASA Utilization Capability Needs in LEO* - Request clarification on the intended use case for the "Cargo Transfer Bag Equivalent (CTBE) Stowage" specified and if it's dedicated towards science supplies or other consumables.

This value is intended for the allocation of NASA utilization items/hardware/equipment. The use of CTBE is for unit of measure only. Volume for NASA-provided crew preference items is documented separately in CLDP-REQ-1130 CLDS Requirements [R.CLDS.243] ACCOMMODATE NASA-PROVIDED CREW SUPPORT ITEMS.

460. SOW Section 1.5, *NASA Utilization Capability Needs in LEO*, and Section 1.6, *NASA Usage of Utilization Capabilities* - For optional facilities, please confirm that these can be used by customers in addition to NASA. Please confirm that that CLD provider will manage allocation of these multi-use core facilities according to the mission science priorities.

For the additional/optional facilities listed in SOW 3.4.1-3.4.2 (dRFP B.6.1-B.6.2), the intent is that if the CLD Provider offers these services, NASA may choose to procure services and expects these services will also be offered to other customers. However, SOW Sections 1.5 and 1.6 are part of the Standard Service Mission. It is expected that the CLD Provider will manage allocation of any Contractor owned multi-use facilities between NASA and other customers, but the Contractor is expected to ensure the NASA mission specific allocations are met in accordance with the CLIN 3 task order.

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461. Recommend DRDs CLDC-208 and CLDC-209 be scoped so that per-payload deliverables apply to USG payloads only. CLDC-208's submission schedule already scopes the Applicability Matrix to "a given United States Government (USG) payload/facility," but its Description, Scope, and Contents refer to "each customer payload," and Contents item 1(c) requires CLDP Utilization Office signature — which, read broadly, inserts NASA approval into every commercial customer's payload integration. CLDC-209 contains no USG qualifier and requires an ICD to be delivered to NASA "for each individual" unique payload from any customer. Non-USG payload interface agreements are commercial, competition-sensitive arrangements between the Contractor and its customers; their safety is assured through the certified integrated CLDS and the CLDP-STD-3102 hazard process, not per-payload NASA approval. We request: the Blank Book IRDs remain as written; Applicability Matrices, Utilization Office signatures, and Unique Payload ICDs be delivered and approved for USG payloads/facilities only; and non-USG payload integration remain reportable per the scoping of DRDs CLDC-203/205 where it impacts USG interests.

NASA is updating DRD CLDC-208 Payloads Interface Requirements Document (IRD) and DRC CLDC-209 Unique Payload Interface Control Document (ICD) in the final RFP to indicate that NASA is not requesting approval authority on non-USG Payload IRDs/ICDs. However, if a non-USG Payload requires an exception or waiver to the Payload IRD, NASA requires the contractor to provide the exception and / or waiver including the associated verification data for NASA review to ensure there is no impact to USG crew or hardware.

462. DRD CLDC-208, *Payloads Interface Requirements Document (IRD)* - Recommend NASA confirm that the baseline Blank Book due at CDR covers then-current interfaces, with incremental baselines submitted at each subsequent element CDR/DCR, and that sections for capabilities not yet offered (such as an external platform) may be marked "Reserved" at baseline. Rationale: The CDR/DCR anchors assume a single-element program. A multi-element solution has rolling design reviews with evolving interfaces, and requiring speculative definition at first CDR of facilities that fly years later would produce low-fidelity content NASA would then have to re-review. Incremental baselines give NASA mature, accurate interface definitions at the point each capability is actually certified.

The DRD is designed for multiple implementation methods based on an offeror's technical approach. The Submission Frequency states " Updates are required when capabilities/interfaces are added or modified, such as new or updated payload facilities." NASA understands capabilities may be evolvable and subsequent element CDRs may then dictate redeliveries of previous DRDs.

463. DRD CLDC-208, *Payloads Interface Requirements Document (IRD)* - Recommend that the Blank Book be permitted to incorporate CLDP-STD-1102 and CLDP-STD-1106 requirements by reference, documenting only deltas, tailoring, and destination-specific implementations, and that variances adjudicated through the SOW 2.10.6 standards process flow into the approved Blank Book without a separate Type 1 approval action. Rationale: Restating standards content in a second controlled document creates divergence risk, and any ambiguity in the standards would propagate into the Blank Book with its own approval cycle. Incorporation by reference gives NASA a single authoritative source for interface requirements, reduces duplicate review, and ensures adjudicated variances take effect consistently across all program documents.

The Offeror is responsible for providing the blank book and associated payload interface requirements that align with NASA Utilization capabilities requested. NASA is not mandating an implementation methodology. NASA expects payload requirements to be mainly determined by the CLD Provider, who is developing the interfaces based on NASA requirements but also on business case, design, and operational considerations.

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464. DRD CLDC-209, *Unique Payload Interface Control Document (ICD)* - Recommend NASA clarify the intended signatories for CLDC-209.2 and -209.3. The Remarks require signature by "the CVV Contractor" and "the CaVV Contractor" respectively, while the prime Contractor, who owes the DRD, is not a named signatory. We request the prime Contractor be added as a signatory, with the transportation provider signing as a concurring party where its proprietary interfaces are affected. Rationale: As written, the accountable party for the deliverable is absent from the agreement the document records, and the named signatory may be a subcontractor with no direct contractual privity to NASA. Correcting the signature block keeps accountability aligned with the contract structure and avoids unenforceable agreements.
NASA agrees with this recommendation and will update the DRD accordingly.
465. DRD CLDC-209, *Unique Payload Interface Control Document (ICD)*, Data Type 1 (Integrated DRD, p. 229). A payload-hosting destination requires disciplined interface control, so this deliverable is warranted — but CLDC-209 is not a one-time program document. The DRD requires an ICD “for each individual pressurized and unpressurized payload that has unique interfaces to CLDS,” across three sub-DRDs (209.1/.2/.3), each baselined three months after payload kick-off and finalized at MIR. Type 1 handling — NASA approval prior to release, and approval before implementing any deviation or change — therefore applies an approval-event multiplier to every payload for the life of the contract, placing routine per-payload interface documentation on the critical path of each payload integration. The closest CCtCap analogue, DRD 206 Internal Cargo Interface Control Agreement (which itself comprises per-cargo ICDs and Stowage Interface Agreements), was delivered at Data Type 2. Recommend re-tiering CLDC-209 to Data Type 2: NASA retains a time-limited right to disapprove each per-payload ICD before release, while the recurring approval burden and schedule coupling are removed.
NASA has determined that the DRD, and type specified are required to meet the Government’s requirement. No changes will be made.
466. DRD CLDC-209, *Unique Payload Interface Control Document (ICD)* - Recommend that Type 2 gating (see separate comment on re-tiering) apply to the baseline and final ICD submittals, with interim iterations exchanged as working drafts not subject to formal routing, and that the baseline milestone accommodate payload design maturity (for example, 3 months after kickoff or at the payload's preliminary design review, whichever is later, with TBDs permitted at baseline). Rationale: Unique payloads, by the DRD's own example, involve specialized or newly developed hardware whose interfaces iterate during development. Requiring formal submission of each intermediate change would pace the payload's design loop with formal review cycles. This approach preserves NASA's control at the points that matter while keeping development responsive, and a maturity-based baseline avoids approving placeholder content NASA would immediately have to re-review.
NASA has determined that the DRD, and type specified are required to meet the Government’s requirement. No changes will be made for Final RFP.
467. DRD CLDC-209, *Unique Payload Interface Control Document (ICD)* - Recommend the DRD permit a single integrated ICD covering the Destination, CVV, and CaVV where one payload has unique interfaces to both, with sectioned signatures if necessary. Rationale: A payload unique to both the Destination and the VVs would otherwise generate up to three formal contractual DRDs and three signature cycles describing one item of hardware, with divergence risk between them. One integrated document gives NASA a single authoritative interface record per payload and reduces review and approval workload for identical content.
The DRD is designed for multiple implementation methods based on an offeror’s technical approach. Any unique tailoring due to contractor unique implementation will be discussed after award.

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468. DRD CLDC-125, *Payload Users Guide, Maintenance* - Recommend that maintenance be permitted via a controlled online version of the PUG, with periodic snapshot submittals to the CDO repository and the required change log retained, in place of complete reissue as the only update mechanism. Rationale: The PUG is a living user-facing guide; items like emulator availability, ground processing timeframes, and contact processes change frequently. Complete-reissue-only maintenance discourages small updates and guarantees researchers consult stale snapshots. Since the deliverable is Data Type 3, an online-current model costs NASA no approval control and gives the research community continuously accurate information, consistent with how ISS payload user documentation is used in practice.
NASA will clarify in the final RFP that alternative delivery approaches that meets the intent may be proposed for NASA approval.
469. DRD CLDC-125, *Payload Users Guide, Maintenance* - Recommend the DRD state that where the PUG summarizes content from controlled documents (DRD CLDC-124 UIP, DRD CLDC-208 IRD, CLDP-STD-1102/1106), the controlled document governs and the PUG shall cite it, with incorporation by reference permitted for interface and resource values. Rationale: The PUG restates integration milestones, facility resources, and interface values that are owned by higher level controlled documents and NASA standards. Divergence between a simplified PUG figure and the governing requirement invites payloads designed to the wrong number. A stated precedence rule and citation practice protects researchers and spares NASA from re-adjudicating conflicts between its own deliverables.
NASA will not mandate an implementation methodology. However, the intent of the PUG is for as much information to be available to the NASA team, payload developers and payload investigators to understand the capabilities and processes for your CLD and is not expected to be duplicative with the other documents. NASA does expect the PUG and the IRD to be critical documents used at the payload customer level. DRD CLDC-124 UIP and the CLDP-STD-1102/1106 will be utilized between the NASA and Contractor to ensure requirements compliance and understanding of NASA roles/responsibilities. These documents were not intended nor are they written at the user level. References to these documents will create confusion with end user.
470. DRD CLDC-124, *Utilization Integration Plan (UIP)*, Data Type 1 (p. 155). Recommend deleting CLDC-124 as a standalone Type-1 deliverable and consolidating its content into CLDC-201, *Mission Integration and Operations Management Plan (MIOMP)*, Data Type 2 (p. 193). Integrating USG payloads is intrinsic to destination mission integration, and the two DRDs already rest on the same foundation — CLDC-201.1 invokes the identical applicable-document set as CLDC-124 (CLDP-PLN-3017, CLDP-STD-1150, PLN-2110). Carrying payload integration as a separate Type-1 document places the contractor's end-to-end utilization tasks, tools, and DRM-by-DRM approach under approval-prior-to-release and contract-mod change control without adding insight beyond MIOMP review. This aligns with CCtCap precedent: CCtCap carried no standalone utilization/payload-integration DRD; that content was delivered within CCtCap DRD 201 (MIOMP), a Type-2 deliverable whose scope expressly stated “cargo herein refers to cargo, payloads, and supplies” — and CLDC-201 is directly derived from that DRD. If NASA declines full consolidation, the fallback is downgrading CLDC-124 to Type 2. Conforming changes needed to cross-reference (CLDC-125, SOW 2.15). Note: Further comments are provided on the as-written scope and content of the DRD. This recommendation to delete takes precedence.
CLDC-124 is a generic process document while CLDC-201.1 is a mission specific plan. No change will be made.
471. DRD CLDC-124, *Utilization Integration Plan (UIP)* - Recommend revising "Sections 1-3 and 6" to "Contents items 1-3 and 6" for precision. Rationale: Minor editorial alignment between the Initial Submission clause and the numbered Contents list; no substantive change intended.
NASA agrees with this comment and will update.

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472. DRD CLDC-124, *Utilization Integration Plan (UIP)* - Recommend that NASA identify the reference set of existing NASA utilization tools, for example via the Technical Library, against which the Contractor must assess and report compatibilities and incompatibilities or strike the last phrase of Content Item #6 entirely. Rationale: Without an enumerated tool set, the compatibility assessment is open-ended and unverifiable, and different offerors will assess against different assumptions. A defined list makes the deliverable objective and lets NASA compare integration approaches directly.

NASA agrees with this comment and will update the DRD for Final RFP.

473. DRD CLDC-126 (Science Data Management Plan, p. 161) is Data Type 1 (approval prior to release). Recommend Data Type 3. This is a process-description document: per its Description/Use it “states how” mission and research data for USG payloads/facilities are processed and distributed, consistent with CLDP-PLN-1122. It is not a certification, verification, or safety-of-flight product, and it matches the Type-3 definition (information not requiring formal NASA review). NASA's substantive interests are protected independent of data type: the plan's content is bound to CLDP-PLN-1122, CLDP-REQ-1130, and the FAR 52.227-17 Special Works regime, and payload-specific data requirements are levied through the CLDP-PLN-3017 integration process. Under Type 1 the document must be marked “PRELIMINARY PENDING NASA APPROVAL,” changes require NASA approval prior to implementation, and binding documents may be revised only via contract modification — while the DRD simultaneously requires revisions “upon change(s) made to ensure currency.” That combination places every routine currency update to an internal data-handling process behind a Government approval gate without a certification or safety rationale. Type 3 preserves full NASA visibility at lower transactional cost.

The DRD is designed for multiple implementation methods based on an offeror’s technical approach. No changes will be made for Final RFP.

474. We request that CLDC-126 include the third-party transmission provision used in CLDC-208 and CLDC-209, permitting the transportation provider to deliver competition-sensitive portions of transport-phase data flows directly to NASA, and that the plan be permitted to describe launch, free-flight, and return data transmission for payloads and conditioned stowage assets at the interface level where the underlying links are the transportation provider's proprietary systems. Rationale: The Scope explicitly covers data transmission during launch, free flight, and return, including conditioned stowage assets, phases in which the data path runs through the transportation provider's vehicles and ground systems. Unlike the interface DRDs, this DRD provides no mechanism for proprietary content, so the Contractor would owe a deliverable describing subcontractor-proprietary architectures it may not have authorization to fully disclose. Adding the existing provision costs NASA nothing and applies a mechanism NASA already accepted for the same data problem elsewhere in the same attachment.

NASA agrees with this comment and will update.

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475. DRD CLDC-207 (Utilization Feasibility Assessment, Data Type 2, p. 221; sub-DRDs 207.1/207.2). Recommend deletion as a standing deliverable. The per-payload and per-increment feasibility assessment is a utilization-services output the Government receives in its role as customer under SOW 2.15 — the DRD describes it as Contractor “feedback on the feasibility of proposed USG utilization projects.” It informs NASA's manifesting decisions but is not a certification, safety, or interface product warranting a standing formal deliverable, and the same information is exchanged through the utilization integration process (CLDC-124; separate comment recommends consolidating into MIOMP). Type-2 handling compounds the burden: each submission carries a disapproval window that restarts on any NASA comment, on event-driven timelines, recurring with every payload and increment. No CCtCap/HLS analogue exists (neither hosts a USG research-payload complement on a contractor destination). Note: Further comments are provided on the as-written scope and content of the DRD. This recommendation to delete takes precedence.

The DRD is designed for multiple implementation methods based on an offeror's technical approach. No changes will be made for Final RFP .

476. DRD CLDC-207, *Utilization Feasibility Assessment* - Recommend that the six-week baseline clock start upon the Contractor's receipt of a defined payload data package (interface definition, resource requirements, and constraints per CLDP-PLN-3017), rather than at the kickoff meeting itself, or alternatively that the DRD state the baseline assessment fidelity is limited to data received by a defined cutoff. Rationale: All nine analysis areas consume payload developer and NASA inputs that arrive at or after kickoff. As written, the Contractor owes a dated deliverable whose content depends on inputs with no corresponding need dates, so a late or immature data package converts directly into either a late deliverable or a low-fidelity assessment NASA must re-review. Tying the clock to the input package keeps the assessment meaningful and gives NASA a defensible basis for holding contractors to the date. This complements a separate comment against CLDC-124 recommending committed need dates for NASA's own utilization inputs.

NASA agrees with this comment and will update for Final RFP.

477. DRD CLDC-207, *Utilization Feasibility Assessment* - Recommend that NASA define the disposition process when an assessment concludes a payload or complement is not feasible as proposed: specifically, who adjudicates the finding, whether the payload is re-manifested, de-scoped, or retained with modifications, and whether closing a feasibility gap through additional services (for example mission-unique accommodations, added conditioned stowage, or crew time beyond the standard allocation) is compensable under CLIN 4 or the applicable task order. Rationale: The DRD creates the assessment but no decision path for its most consequential outcome. Since CLDC-207.1 arrives after NASA has already selected the payload for an increment, a negative finding necessarily forces a choice with cost and manifest impacts, and ambiguity over who decides and who pays will otherwise be resolved ad hoc during increment execution, which is not ideal. A defined path protects the increment schedule and gives both parties a priced mechanism for converting infeasible to feasible.

The DRD is designed for multiple implementation methods based on an offeror's technical approach. No changes will be made for Final RFP.

478. Please confirm whether the baseline wet-lab is Standard Service or RFTOP-negotiated per-mission scope, and that it is compensated accordingly. Rationale: Guidance note 3 sends payload-unique items to RFTOP but doesn't say whether the baseline lab itself is base or per-mission scope. That boundary decides whether every offeror prices a full terrestrial lab into fixed pricing or carries it as variable cost, and it drives proposal comparability.

NASA will clarify in the final RFP that wet lab capability is optional, and can be offered under the SOW 3.4.2 Optional Services. The Payload Ground Processing Reference Guide is being updated to indicate historically what NASA has used/required for pre-post flight payload support/science preparation for ISS missions.

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479. DRD CLDC-125, Payload Users Guide, and Payload Ground Processing Requirements Reference Guide/Guidance for CLD Offerors - Please clarify whether the Contractor must own or operate these wet-labs at its launch and landing sites, or whether commercial or government facilities may be used or furnished as GFE. Rationale: The list assumes staffed, fume-hood and autoclave-capable chem/bio labs at both ends. Standing up and certifying provider facilities is the largest cost latent in this document, and the answer swings sharply on operational concept (commercial, vs GFE vs new-build). It should not be left to offeror assumption. NASA will clarify in the final RFP that wet lab capability is optional, and can be offered under the SOW 3.4.2 Optional Services utilizing owned or subcontracted facilities. The Contractor should not propose NASA facilities back to NASA as an optional service. Additionally, the Payload Ground Processing Reference Guide is being updated to indicate historically what NASA has used/required for pre-post flight payload support/science preparation for ISS missions.

THEME: WORKPLAN/MILESTONE

480. DRFP Attachment J-11, *Certification Work Plan* - Is the CLIN 1 meant to be represented of the whole system or is repeated per element? How does this apply to the contractual due date firm expectations of CDR listed as NLT CA + 12mo. and IPR is listed as NLT CA + 15mo. NASA required milestones associated with CLIN 1 Initial Design are meant to represent the system level and first element level, if proposed. The purpose of the Critical Design Review (CDR) is to demonstrate that the CLDS system design, including the first element to be launched, satisfies all requirements within acceptable risk and schedule constraints, and that the maturity of the CLDS detailed design is appropriate to proceed with fabrication, assembly, integration, and test. The timelines for CLIN 1 Integrated Progress Review (IPR) has been extended to NLT Contract Award (CA) + 18 months to allow more time to address system level design complexities maintaining the desired completion date of CA+15 mo. Design and Certification Milestones in CLIN 2 are to be repeated for additional elements or major system upgrades.
481. DRFP Attachment J-11, *Certification Work Plan* - Table 2 CLDS provides milestone payments for transportation milestones associated with Certification & Crewed Demonstration Transportation. Please confirm that in instances where a 1st tier launch provider's milestone payment requirement exceeds 80% upfront, a waiver to 52.232-32 withholds (of 20% for the final payment) may be granted to prime contractor to facilitate positive, cashflow analysis. Table 2 in section 2.0 of J-11 has been removed. The CLIN 2 Crewed Demonstration Mission, which is now being referred to as Activation and Checkout, is being integrated within the first CLIN 3 Task Order. The CLIN 2 Demo Crew and Cargo Demonstration Milestones have been removed from CLIN 2. The offeror shall include their Activation and Checkout activities in the first CLIN 3 Mission Task Order. All milestone payments are structured as performance-based payments (PBPs). As outlined in FAR Subpart 32.10, PBPs must be tied to the successful accomplishment of measurable, risk-reducing technical performance events. The final percentage must remain as a government-protected payment for contract completion. NASA does not intend to waive the 20% final payment withhold required by FAR 52.232-32. This retainage ensures the Government maintains sufficient leverage to verify successful completion of all technical, safety, and certification requirements prior to final payment release.

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482. DRFP Attachment J-11, *Certification Work Plan* - Is the CLIN 1 meant to be represented of the whole system or is repeated per element? How does this apply to the contractual due date firm expectations of CDR listed as NLT CA + 12mo. and IPR is listed as NLT CA + 15mo.?

NASA required milestones associated with CLIN 1 are meant to represent the whole integrated system. Offeror's may propose additional milestones in CLIN 1. NASA will update the Final RFP to extend the last milestone, IPR to finish NLT CA+18 mo. Milestones planned to be repeated per element are found in CLIN 2.

483. DRFP Attachment J-11, *Certification Work Plan* - Please clarify what is entailed in the demonstration objectives in CLIN 2, including mission duration.

The Table 2 in section 2.0 of J-11 has been removed. The CLIN 2 Crewed Demonstration Mission, which is now being referred to as Activation and Checkout, is being integrated within the first CLIN 3 Task Order. The CLIN 2 Demo Crew and Cargo Demonstration Milestones have been removed from CLIN 2. The offeror shall include their Activation and Checkout activities in the first CLIN 3 Mission Task Order.

484. Will NASA consider tailoring of progress and status reviews such as Interim Progress Review, Cert Status Review, Assembly Progress Review, etc via special topics at the standing quarterly meetings vs separate standalone milestones?

In accordance with section L.17.3.2, the offeror may propose tailoring and submit the Certification Work Plan as Attachment J-11 which will be evaluated under M.4.2 MANAGEMENT APPROACH (MA) - MISSION SUITABILITY SUBFACTOR 2. The proposed tailoring may adjust timing, entrance and success criteria, or combine and consolidate milestones as long as the content of the entrance and success criteria is captured in the tailored version. NASA would consider proposals to combine a performance milestone with quarterly; however, the milestone criteria (i.e in this case, the Special topic) would still be considered performance-based payment milestones.

485. DRFP Attachment J-12, Mission Service Work Plan Template - Are contractors required to provide draft Cargo Integration and Management Plans to demonstrate cross vehicle cargo processing capabilities? How much of this needs to overlap or can deviate from NASA's current processes?

Draft plans are not required. Offerors may propose innovative, commercial solutions to the current NASA processes as part of Type 2 DRD CLDC-201.3: Cargo Transportation System Mission Integration and Operations Management Plan.

486. DRFP Attachment J-11, *Certification Work Plan SOW 3.2, CLDS Development, Demonstration & Certification* - Publish the Certification Architecture (single-page graphic showing certification lifecycle, milestones, decision gates, evidence flow, and certification authority). J-11 defines the certification work plan and milestones but does not provide a high-level end-to-end certification framework.

Ask: A single architecture graphic would improve consistency across all offerors.

The certification framework is described in CLDP-PLN-2000, including several graphics which show the flow of milestones leading to a launch.

487. DRFP Attachment J-11, *Certification Work Plan*, and CLDP-PLN-2000 *Certification Plan* (Referenced Document) - Define the Certification Decision Process (Certification Review Board, decision authorities, entrance/exit criteria, certification approval). The DRFP requires certification milestones but does not clearly explain who grants certification or how formal certification decisions are made. Documentation said the NASA Associate Administrator was the final authority on certification.

Ask: Explicitly define the Certification Architecture and Decision process.

The CLDP-PLN-2000, Commercial Low-Earth Orbit Destination System Certification Plan, section 8.0 CLDS HUMAN RATING CERTIFICATION does explain the certification approval process.

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488. DRFP L.17.3.2 *Instructions to Offerors*, and MA.4 , *Work Plan* - NASA permits milestone tailoring but never explicitly states whether commercial lifecycle reviews may replace SRR/PDR/CDR-style reviews. This is one of the largest remaining ambiguities for offerors.

Ask: Clarify the Review Philosophy (commercial reviews vs. traditional NASA reviews).

As currently documented in the RFP, J-11, it states in Instructions that "In accordance with section L.17.3.2, MA.4 Work Plan, the offeror shall use the format provided below and may propose tailoring and submit the Certification Work Plan as Attachment J-11. The proposed tailoring may adjust timing, entrance and success criteria, or combine and consolidate milestones as long as the content of the entrance and success criteria is captured in the tailored version".

489. DRFP Section H, *Government Technical Assessment*, and Attachment J-11 *Certification Work Plan* - The DRFP describes certification but provides little guidance on maintaining certification after design changes. This is especially important for a commercially evolving platforms.

Ask: Define the Certified Configuration (technical baseline at certification, post-certification changes, re-certification thresholds).

Certification maintenance and Destination delta-certification status and product updates are captured under recurring Mission Integration milestones in J-12 and negotiated leading into mission Certification of Flight Readiness (CoFR).

490. DRFP L.17.3.2, *Price Factor – Volume I*, MA.4 , *Work Plan*, Attachment J-11, *Certification Work Plan*, and Section H, *Government Technical Assessment* - Technical reviews are no longer the primary contractual products; demonstrated technical maturity is. The DRFP appropriately shifts from document-centric reviews to evidence-based certification; however, it does not define how NASA will evaluate technical maturity. The Final RFP should identify the maturity attributes, objective measures, and decision criteria that will be used to assess milestone completion and certification readiness. Providing a common technical maturity framework will improve consistency across offerors, reduce interpretation risk, and align certification decisions with measurable engineering progress rather than traditional review events. How will NASA determine the current state of maturity of each offeror. Ask: Clarify NASA's definition and assessment of technical maturity.

The final RFP will be updated to include Milestone Reviews and insight activities with additional evidence of progress and will assist in establishing maturity of the contactor's system. Additionally, the Joint Implementation Plan (JIP) will be developed and negotiated to include more evidentiary detail as needed.

491. DRFP MA.4 Work Plan - Can commercial design reviews replace NASA lifecycle reviews? Critical to commercial execution strategy.

Ask: Clarify the use of the commercial product life cycle approach vs the traditional NASA NPR 7123.1 approach.

Yes, As currently documented in the RFP, J-11, it states in Instructions that "In accordance with section L.17.3.2, the offeror shall use the format provided below and may propose tailoring and submit the Certification Work Plan as Attachment J-11. The proposed tailoring may adjust timing, entrance and success criteria, or combine and consolidate milestones as long as the content of the entrance and success criteria is captured in the tailored version".

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492. DRFP Attachments J-11, *Certification Work Plan*, and J-12, *Mission Service Work Plan Template* - Milestone CLIN 2-OFI: Mission Baseline Review (MBR)
Milestone CLIN 2-OFI: Mission Integration Review (MIR)
Ask: Should these milestones be related to CLIN 3x? The CLDP-PLN-2000 Revision A Certification Plan does not include them, but the CLDP-PLN-2110 Revision A Mission Integration Plan does. Need to clearly understand scope and allocation to CLINs.
This Table 2 in section 2.0 of J-11 has been removed. The CLIN 2 Crewed Demonstration Mission, which is now being referred to as Activation and Checkout, is being integrated within the first CLIN 3 Task Order. The CLIN 2 Demo Crew and Cargo Demonstration Milestones have been removed from CLIN 2. The offeror shall include their Activation and Checkout activities in the first CLIN 3 Mission Task Order in accordance with J-12 Milestones including MIR and MBR. Attachment J-11 and J-12 show the milestones that need to be performed for CLINs 2 and 3, respectively.
493. DRFP Section H, Performance-Based Payments – Supplement - Document conflict: Section H caps interim milestone financing at 90% of each delivery item's price; Section L states 80%.
Ask: Consider both be conformed to 90%, consistent with FAR 32.1004(b)(2)(ii) and the FAR 52.232-28 Alt I financing evaluation in L.10. Higher financing caps reduce the financing-cost adders NASA itself evaluates under FAR 32.205(c).
NASA has updated H.35 PERFORMANCE-BASED PAYMENTS - SUPPLEMENT to correct the percentage to 80%. Although Section L.10 Invitation to Propose Performance Based Payments shall remain stating interim payments shall not exceed 90% of the delivery price, per the standard clause, NASA is dictating through H.35 Performance-Based Payments – Supplement, paragraph (b) “The sum of interim-milestone financing payments for each delivery item shall not exceed 80% of that delivery item’s price” when developing their work plan milestones percentages. NASA expects offerors to not exceed 80% for interim milestones and set aside 20% or more for the final delivery milestones.
494. DRFP Attachment J-11 Certification Work Plan - NASA 'expects an interim SCR... prior to a crewed mission.'
Ask: What minimum uncrewed on-orbit duration and/or activation-and-checkout objectives does NASA anticipate before USG crew arrival? This drives demonstration mission design and CLIN 2 pricing.
NASA does not have minimum requirements for activation and checkout objectives and expects the offeror to define minimum set of activities necessary based on the offeror Destination architecture to meet requirements.
495. SOW Section 2.2 permits NASA to delay milestone completion day-for-day for late Contractor data, but no reciprocal NASA review timeline exists for milestone data packages, VCN approvals, Type 1 DRD reviews, or safety data packages.
Ask: Request a mutual review-SLA table (e.g., 30/45 days), with reviews not completed in time not delaying milestone payment eligibility pending disposition. Symmetric timelines let offerors propose the aggressive certification schedules NASA seeks without padding for unbounded review loops.
Although NASA is committed to meeting commercial schedules to ensure the success of the CLDC, NASA does not intend to contractually implement this recommendation.

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496. DRFP Attachment J-11 Certification Work Plan - The milestone-based structure of Attachment J-11 Certification Work Plan is supported and offers the following recommendation to align the CLIN 1 milestone table with CLIN 2. The CLIN 2 milestone table includes the row "other relevant milestones (if proposed)," but the CLIN 1 table identifies only CBR, PDR, CDR, and IPR with no equivalent provision, implying offerors may not propose additional CLIN 1 milestone. This appears inconsistent with Section B, which states for CLIN 1 that "All Contractor-defined interim and mandatory milestones along with schedule, price, and entrance/success criteria are identified in Attachment J-11, Certification Work Plan." Request the CLIN 1 milestone table be revised to include "other relevant milestones (if proposed)," consistent with CLIN 2, and that NASA confirm offerors may propose additional hardware-based interim milestones with associated schedule, price, and entrance/success criteria. Permitting proposed hardware-based interim milestones would provide NASA earlier and more objective insight into development progress and align interim financing payments with tangible performance, consistent with the Performance-Based Payments construct under FAR 52.232-32.
- Yes, the offerors may propose additional hardware-based interim milestones with associated schedule, price and entrance/success criteria. In addition, the final RFP has added a CLIN 1-OFI row to Table 1 CLIN 1 INITIAL DEVELOPMENT MILESTONES entitled: Other relevant milestones (If proposed) where the offeror may propose any milestone they believe is pertinent to CLIN 1 development as defined.
497. DRFP SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS - Recommend NASA assess and publish, with the final RFP, the integrated feasibility of executing the full CLIN 1, 2, and 3 milestone set — including the SOW 2.2 checkpoint reviews and data-delivery lead times per milestone — against the contract award, certification, and service-need timelines. As structured, the milestone density presents contractors with two poor options: begin hardware development and production at risk ahead of milestone and ATP gates, which the contract's payment and task-ordering provisions do not encourage or protect; or hold critical design and build work while executing sequential documentation-intensive milestones, delaying the services NASA needs. Recommend: (1) milestone counts and spacing be streamlined consistent with the actual durations of the hardware development and production cycle; and (2) NASA assess and enable parallel authorization of subsequent CLINs where the preceding CLIN's remaining content does not gate the work — extending the parallelism Section B already contemplates through interim procurement of CLIN 3A/3B during CLIN 2.
- CLIN 1 is not planned to be concurrent with CLIN 2/3 and is a gate to future RTFOP down select. NASA recognizes CLIN 2 and 3 will at some point be concurrent based on minimum ATP dates for transportation or other activities such as training. However, NASA will need to ensure the Contractor is at an adequate maturity level in development prior to CLIN 3 ATP.

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498. SOW 2.2 Milestone Review Process - Recommend the scope of the Joint Implementation Plan (JIP) in SOW 2.2 and Attachment J-12 be streamlined for recurring milestones and its status clarified: (1) Recurrence: the JIP and associated checkpoint review apply to "each milestone," including the full recurring mission milestone set (MBR through FRR) for every mission, whose entrance/success criteria and compliance data lists are substantially identical mission to mission. Recommends that, following the first mission of a given type, a standing JIP template per milestone type govern subsequent missions, with pre-coordination scoped only to mission-unique deltas (changed criteria, data, logistics, or stakeholders) and eligible to be handled in existing joint forums rather than a dedicated checkpoint review. (2) Content: recommend the JIP be limited to the agenda, the mapping of compliance data to each entrance and success criterion, logistics, and stakeholder availability as listed in SOW 2.2, and not become a vehicle for adding data, criteria, or deliverables beyond those established in Attachment J-11, Attachment J-12, and the applicable DRDs. (3) Status and mechanics: SOW 2.2 requires the JIP be finalized "between the Contractor and NASA" with no defined process or default; because the JIP precedes milestone reviews that carry payment, an open-ended joint finalization creates schedule and payment risk outside the Contractor's control. Recommend the SOW state that the Contractor-led draft JIP governs absent timely NASA comment and confirm the JIP is a jointly maintained working product — not a separate contract deliverable or NASA-approval item, consistent with its absence from Attachment J-02.

Attachment J-12 MISSION SERVICE WORK PLAN TEMPLATE Table 2 was written as a template for offeror customization. It separates the Destination Increment Flow from the Crew Transportation flow and Cargo Transportation flow to allow both NASA and the contractor flexibility and tailoring during contract execution inside the Mission Specific Task Orders. These task orders may be issued from CLIN 3 (End to End or Destination only) or on a case-by-case basis if ordering from CLIN 4; which can cover a range of situations. The Joint Implementation Plan (JIP) is a working document that will be co-developed between the contractor and NASA to add details related to the established contractual baseline of J-11 and J-12 workplan.

499. DRFP Attachment J-12 Mission Service Work Plan Template - Permit consolidation for End-to-End offerors. Requests J-12 state that an Offeror providing End-to-End Transportation may combine the parallel Destination and CTS milestones (MBR/VBR, MIR/CTS MIR, ORR/CTS ORR) into single integrated reviews, consistent with the tailoring authority in the attachment's opening instructions. Rationale: The template presents near-duplicate review content for the Destination and the transportation system at the same L-dates. For a single integrated provider, running both chains doubles review count without adding information. The purposes of each review are fully preserved in a combined session, and NASA retains the separate chain for offerors using third-party transportation.

The flows in J-12 are separated to allow flexibility and customization during task order development depending on the timing and sequence of the events.

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500. Model Task orders and their payments should not be tied to paper or meeting (PDR/CDR, etc) deliverables, but rather to developmental milestones and Market Plan achievements.

NASA intends for Task Orders and their associated payments to be structured around meaningful developmental milestones by using Performance-Based Payments that are used to incentivize real progress in burning down technical risk and advancing system maturity. Although NASA is utilizing typical NPR 7120.5 milestones during the DDT&E phase of this contract, additional Performance-Based criteria have been added along with the delivery critical DRDs which provide the objective evidence related to their development and commercialization plans. Additionally, NASA and the Contractor will conduct quarterly meetings which provide further monitoring of the Certification and Engineering objective progress along with the status of the Business and Commercialization Plan to ensure that development activities are on track. This data will be utilized for future milestones payments. NASA has encouraged Offerors to add work plan milestones concentrating on hardware development and Section M states ““Approaches that provide Certification and Verification and Validation (V&V) strategies that maximize hardware-in-the-loop and software-in-the-loop testing in realistic environments to proactively burn down technical risk prior to final certification may be evaluated more favorably if it is determined to be advantageous to the government.” Overall, structuring Task Orders around substantive developmental milestones augmented by advanced V&V strategies ensures that payment and evaluation criteria reflect real technical progress and align with NASA’s broader objectives for reducing programmatic risk throughout the CLDC lifecycle.

501. DRFP Attachment J-11 Certification Work Plan - CLIN 1 success criteria include "evidence to support Visiting Vehicle integration and interface testing is proceeding jointly with Visiting Vehicle providers per requirements and plan". Is it expected that VVs and CLDs are contracted for integration work in CLIN 1?

Yes, the CLIN 1 PDR, CDR and IPR (which are at the CLDS System Design Level) are scoped to include Visiting Vehicle (VV) Integration, Visiting Vehicle Interface Control Document (VVICD) work and VV requirements compliance to ensure compatibility between the destination architecture and the applicable VV's architecture and system design. To accomplish this, while we do not require full-service contract, we do expect interface/design work is ongoing.

502. DRFP Attachment J-12 Mission Service Work Plan Template - Please confirm that only crewed transportation flights require these milestones and cargo transportation launches do not require these oversight reviews.

This is an Incorrect assumption – In accordance with Attachment J-12 Mission Service Work Plans, the Milestone require Offerors to complete both Crew Transportation System (CTS) and Cargo Visiting Vehicle (CaVV) Milestones and oversight reviews.

(End of Document)