



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ième} étage
Montréal
Québec
H5A 1L6
Bid Fax: (514) 496-3822

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ième} étage
Montréal
Québec
H5A 1L6

Title - Sujet AIS Data Services	
Solicitation No. - N° de l'invitation 9F013-150099/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client 9F013-15-0099	Date 2016-01-30
GETS Reference No. - N° de référence de SEAG PW-\$MTA-215-13657	
File No. - N° de dossier MTA-5-38033 (215)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-11	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Yee, Jenny	Buyer Id - Id de l'acheteur mta215
Telephone No. - N° de téléphone (514) 496-3870 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: AGENCE SPATIALE CANADIENNE 9F013-Satellite Operation, I & A 6767 Route de l'Aéroport St-Hubert, Québec J3Y8Y9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

The above mentioned request for proposal is hereby amended as follows:

Modifications

A. At the Request for Proposal, Cover Page

1. At the cover page, Title

The Request for Proposal title has changed from "Spacebased AIS Data Services" to "AIS Data Services".

B. At the Request for Proposal, Part 1 - General Information

1. At Part 1, Section 1.2 -Summary

Delete the following:

Title: **Space-Based AIS (SB-AIS) Data Services**

Description:

Public Works and Government Services on behalf of the Canadian Space Agency (CSA) located in St-Hubert, (Quebec), is seeking bids to provide SB-AIS Data Services.

Object:

The object of this solicitation is to provide the requirements for SB-AIS Data Services for near-real-time monitoring of Canadian and global maritime traffic that can also be queried for historical tracking purposes. These services will support the operational needs of numerous government departments, as well as Research and Development (R&D) activities.

Insert the following:

Title: **AIS Data Services**

Description:

Public Works and Government Services Canada on behalf of the Canadian Space Agency (CSA) located in St-Hubert, (Quebec), is seeking bids to provide AIS Data Services.

Object:

The object of this solicitation is to provide the requirements for AIS Data Services for near-real-time monitoring of Canadian and global maritime traffic that can also be queried for historical tracking purposes. These services will support the operational needs of numerous government departments, as well as Research and Development (R&D) activities.

C. At the Request for Proposal, Part 3 – Bid Preparation Instructions

1. At Part 3, Section I –Technical Bid

Delete the following:

Technical bids must be prepared according to instructions contained in Appendix 1- Technical Proposal Format.

Insert the following:

Technical bids must be prepared according to instructions contained in Attachment 1- Technical Proposal Format.

D. At the Request for Proposal, Part 4 – Evaluation Procedures and Basis of Selection

1. At Part 4, Section 4.1.2 – Financial Evaluation

Delete the following:

4.1.2.1 SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.1.2.2 Financial Evaluation

For evaluation purposes, the total cost estimated of the proposal will be calculated by adding all the rates indicated in Annex B. The total cost will correspond to the "Bid Evaluated Price" for services described in Annex A.

Insert the following:

4.1.2.1 Mandatory Financial Criteria

a) Prices must be submitted in Canadian currency.

4.1.2.2 Evaluation of Price

For evaluation purposes only, the total estimated cost of the proposal will be calculated by adding all the rates indicated in Annex B. The total cost will correspond to the "Bid Evaluated Price" for the services described in Annex A.

At Annex B, please clearly indicate 0 or 0\$ when there is no cost for an item. In the event of a blank entry in any of the tables in Annex B, it will be considered as 0\$.

For section B.2.2 - Additional Services only, if there are services that are not available, please clearly indicate in the financial bid that it is not available. If the cost is left blank or 0 is entered in the table, it will be considered as the service being available at the cost of 0\$.

For the purpose of calculating the "Bid Evaluated Price", in section B.2.2 - Additional Services only, for items that are not available and thus there is no price, the prices proposed by the Bidder with the highest price for the same item(s) will be used.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

2. At Part 4, Section 4.2.1 – Basis of Selection – Highest Combined Rating of Technical Merit and Price

Delete the following:

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. obtain the required minimum points specified for technical criteria number 1 to 9; and
 - c. obtain the required minimum of 32.5 overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.

Insert the following:

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. obtain the required minimum points specified for technical criteria number 1 to 9; and
 - c. obtain the required minimum of 30 overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.

E. At the Request for Proposal, Part 7 – Resulting Contract Clauses

1. At Part 7, Section 7.1.2 – Task Authorization

Delete the following:

7.1.2.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk

7.1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$ 100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

Insert the following:

7.1.2.1 Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Canadian Space Agency (CSA) Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the CSA Technical Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the CSA Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Canadian Space Agency (CSA) Technical Authority may authorize individual task authorizations up to a limit of \$ 100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the CSA Technical Authority and the Contracting Authority before issuance.

2. At Part 7, Section 7.5 – Authorities

Delete the following:

7.5.2 Technical Authority *(will be identified at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Solicitation No. - N° de l'invitation
9F013-150099/A
Client Ref. No. - N° de réf. du client
9F013-15-0099

Amd. No. - N° de la modif.
005
File No. - N° du dossier
MTA-5-38033

Buyer ID - Id de l'acheteur
MTA215
CCC No./N° CCC - FMS No./N° VME

Telephone: _____
Facsimile: _____
E-mail address: _____

In its absence, the Technical Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Insert the following:

7.5.2 Technical Authority *(will be identified at contract award)*

The Canadian Space Agency (CSA) Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Department of National Defence (DND) Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Solicitation No. - N° de l'invitation
9F013-150099/A
Client Ref. No. - N° de réf. du client
9F013-15-0099

Amd. No. - N° de la modif.
005
File No. - N° du dossier
MTA-5-38033

Buyer ID - Id de l'acheteur
MTA215
CCC No./N° CCC - FMS No./N° VME

Telephone: _____

Facsimile: _____

E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

3. At Part 7, Section 7.7 - Payment

Delete the following:

7.7.1 Basis of Payment- Limitation of Expenditure- Task Authorization

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Insert the following:

7.7.1 Basis of Payment

7.7.1.1 Basis of Payment - Firm Lot Price(s)

For the Work described in the Statement of Work in Annex A, excluding sections 4.2 (Selection and Modification of the AOI for AIS Data Services Coverage) and 4.3 (Additional Services on a Task Authorization basis):

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price(s) for a cost of \$_____ (**to be completed at contract award**). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.1.2 Basis of Payment- Task Authorization

The following type of basis of payment will form part of the approved Task Authorization (TA). The task price must be determined in accordance with the Basis of Payment at Annex B.

Basis of Payment- Limitation of Expenditure- Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.1.3 Total Estimated Contract Price : \$ _____(to be completed at contract award)

7.7.2 Limitation of Expenditure (to be completed at contract award)

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4. At Part 7, Section 7.11– Priority of Documents

Delete in its entirety.

Insert the following:

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

5. At Part 7, Section 7.12- Foreign Nationals (Canadian Contractor)

Delete in its entirety.

Insert the following:

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

7.12 Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

F. At Annex B – Basis of Payment

Delete in its entirety. Replace with the new “Annex B – Basis of Payment” appended to the end of this amendment to form part of the RFP package.

All other terms and conditions remain unchanged

Solicitation No. - N° de l'invitation
9F013-150099/A

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
MTA215

Client Ref. No. - N° de réf. du client
9F013-15-0099

File No. - N° du dossier
MTA-5-38033

CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

All the rates indicated in the Basis of Payment are firm, all inclusive and include all indirect costs necessary to provide the AIS Data Services requested.

B.1 Work performed under the contract (not subject to Task Authorizations)

This section applies to the Work described at Annex A - Statement of Work, excluding sections 4.2 and 4.3.

B.1.1 Transition Period Cost (if applicable)

This is a one-time fixed lump sum cost, if there is a cost, for the work to be done during the transition period prior to the start of service on April 1st 2016 as described in Annex "A", Section 4.5.

Description	Firm Lot Price
Transition Period Cost	

The "Transition Period Cost" will be payable to the Contractor following the completion of the 1st month of AIS Data Services delivery (April 2016).

B.1.2 Verification tools, monthly reports and connections: annual cost per fiscal year (April 1st to March 31st), Annex "A", Sections 4 and 4.1

Description	Firm Price		
	Year 1 (2016-2017)	Option Year 2 (2017-2018)	Option Year 3 (2018-2019)
Ten (10) Secure Data Feed connections, regardless of format (secure Data Feed or Secure FTP). (Section 4, sub-paragraph 6)	____/Year	____/Year	____/Year
Fifty-five (55) accounts to an online web-based viewing service. (Section 4, sub-paragraph 6)	____/Year	____/Year	____/Year
Software tool for extracting the number of distinct ship identities per day from the Processed Data in NMEA and/or CSV formats. (Section 4, sub-paragraph 7)	____/Year	____/Year	____/Year
Software tool for converting Processed Data from NMEA to CSV format for all supported AIS message types. (Section 4, sub-paragraph 7)	____/Year	____/Year	____/Year

Solicitation No. - N° de l'invitation
9F013-150099/A

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
MTA215

Client Ref. No. - N° de réf. du client
9F013-15-0099

File No. - N° du dossier
MTA-5-38033

CCC No./N° CCC - FMS No./N° VME

Description	Firm Price		
	Year 1 (2016-2017)	Option Year 2 (2017-2018)	Option Year 3 (2018-2019)
Software tool for measuring Data Latency of the Processed Data. (Section 4, sub-paragraph 7)	____/Year	____/Year	____/Year
Monthly Reports as per section 4.1 of Annex A – Statement of Work, 12 reports per year.	____/Year	____/Year	____/Year

Note 1: The monthly rate payable to the Contractor will be the annual cost prorated over 12 months.

B.2 Work subject to Task Authorizations performed under the contract

This section applies to the Work described at Annex A - Statement of Work in sections 4.2 and 4.3

B.2.1 Cost for AIS Data Services Coverage

The firm monthly and annual costs include all of the available Processed Data from the Contractor's SB-AIS Constellation, and include any Processed Data from terrestrial sources and other sources derived from space that is part of the Contractor's AIS data stream, for the indicated area of interest (AOI) and delivered to Canada via the required connections, as specified in Annex A – Statement of Work.

Description	Firm Price					
	Year 1 (2016-2017)		Option Year 2 (2017-2018)		Option Year 3 (2018-2019)	
	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
Coverage of the Global AOI (including the Canadian AOI)	____/month	____/year	____/month	____/year	____/month	____/year
Coverage of the Canadian AOI only	____/month	____/year	____/month	____/year	____/month	____/year

Note 1: Rates for Year 1, Option Year 2 and Option Year 3 are from April 1st to March 31st, respectively.

Note 2: When a Task Authorization is authorized for a specific AOI for the period of a year, the monthly rate payable to the Contractor will be the annual cost prorated over 12 months.

B.2.2 Additional Services

The monthly and annual cost for the additional services described in Annex "A" – Section 4.3.

Solicitation No. - N° de l'invitation
9F013-150099/A

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
MTA215

Client Ref. No. - N° de réf. du client
9F013-15-0099

File No. - N° du dossier
MTA-5-38033

CCC No./N° CCC - FMS No./N° VME

Additional Service Description	Firm Price					
	Year 1 (2016-2017)		Option Year 2 (2017-2018)		Option Year 3 (2018-2019)	
	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
One (1) additional secure data feed or SFTP connection	___/month	___/year	___/month	___/year	___/month	___/year
One (1) additional account to an online web-based viewing service	___/month	___/year	___/month	___/year	___/month	___/year
AIS Radio Frequency Signal Analysis Services (fee regardless of the number of times/queries used)	___/month	___/year	___/month	___/year	___/month	___/year

Note 1: Rates for Year 1, Option Year 2 and Option Year 3 are from April 1st to March 31st, respectively.

Note 2: When a Task Authorization is authorized for an additional service for the period of a year, the monthly rate payable to the Contractor will be the annual cost prorated over 12 months.

B.3 Discount

B.3.1 Minimum Service Availability is 95% on a monthly basis.

B.3.1.1 The actual Service Availability is measured as follows:

B.3.1.1.1 The average number of unique ship identities received in the calendar month must be greater than or equal to 38,000, where 38,000 is 95% of the defined requirement of 40,000 unique ship identities per day.

B.3.1.1.2 For greater certainty, the determination of whether or not the minimum Service Availability has been achieved, the following must be true for the minimum availability to be achieved:

$$\frac{(\text{Sum of unique ship identities received per day in the calendar month})}{(\text{Number of days in the calendar month})} \geq 38,000$$

B.3.1.2 In the event were the minimum service level is not achieved, the Contractor must discount the monthly invoice in accordance with the process defined below:

Where,

d^s is the number of days that are to be discounted to account for not achieving the required number of unique ship identities;

Solicitation No. - N° de l'invitation
9F013-150099/A

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
MTA215

Client Ref. No. - N° de réf. du client
9F013-15-0099

File No. - N° du dossier
MTA-5-38033

CCC No./N° CCC - FMS No./N° VME

s^s is the sum of all unique ship identities received in the calendar month;
 n is the number of days in the calendar month;
 p is the monthly value for the service; and
 D is the discount to be applied.

Step 1: Determining the number of days to be discounted is calculated as follows and rounded up to the nearest full day.

$$d^s = n - (s^s / 38,000)$$

Step 2: Determining the value of the discount to be applied to the Contractor's monthly invoices is calculated as follows:

$$D = (p / n) * d^s$$

B.3.2 In the event that the data was not accessible due to unscheduled maintenance or other issues related to the Contractors controlled computers and servers used to distribute the AIS data services, the Contractor must discount the monthly invoice by the number of hours that the service was inaccessible. No partial hours may be used. The value of the discount to be applied in this case is as follows:

$$D = ((p / n) / 24 \text{ hours}) * h^i \text{ (the number of hours the service was inaccessible)}$$

B.3.3 In the event that any discounts, as defined above, are found to have not been appropriately applied to the invoice or the month of service where the minimum availability was not achieved, Canada shall apply the outstanding discount to a subsequent invoice.

B.3.4 Example

B.3.4.1 For example, the sum of daily unique ship identities was 1,110,000 in April and for one hour in the month the Contractor's service was inaccessible due to unscheduled maintenance of the Contractor's servers used for distribution of the AIS Data service.

When the actual Service Availability is below the minimum requirement for a given month , an applicable discount shall apply according to the following calculation:

$1,110,000 / 30 = 37,000$ which is less than the required 38,000 for unique ship identities.
Therefore, a discount must be applied.

Determining the value of the discount for not achieving the minimum Service Availability requirement:

$$\begin{aligned} d^s &= n - (s^s / 38,000) \\ &= 30 - (1,110,000 / 38,000) \\ &= 30 - 29.21 \\ &= 0.79 \text{ rounded up to } 1 \end{aligned}$$

$$\begin{aligned} D &= (p / n) * d^s \text{ [as } p \text{ will be determined upon successful bid, for this} \\ &\quad \text{example, it will be arbitrarily set at \$100,000]} \\ &= (\$100,000 / 30) * 1 \end{aligned}$$

Solicitation No. - N° de l'invitation
9F013-150099/A

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
MTA215

Client Ref. No. - N° de réf. du client
9F013-15-0099

File No. - N° du dossier
MTA-5-38033

CCC No./N° CCC - FMS No./N° VME

= \$3,333.33

The value of the discount to the monthly invoice due to not achieving the minimum Service Availability requirement is \$3,333.33.

The next step is to determine the value of the discount for the time that the service was inaccessible (using \$100,000 as the monthly invoice value as per the previous example calculation).

$$D = ((\$100,000 / 30) / 24) * 1 = \$138.89$$

Therefore, the total discount to the monthly invoice in this example is \$3,472.22 (\$3,333.33 + \$138.89).