



National Defence
National Defence Headquarters
Ottawa, Ontario K1A 0K2

Défense nationale
Quartier général de la Défense nationale
Ottawa (Ontario) K1A 0K2

Canada

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5

Or By/Ou par Fax To/A : (819) 997-9776

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 Hours (2PM) Eastern Standard Time /
14:00 (2h PM) Heure Normale de l'Est

On - le : 08 February 2017

Title/Titre BAG, RESCUE EQUIPMENT		Solicitation No – N° de l'invitation W8485-174012/A
Date of Solicitation – Date de l'invitation 30 December 2016		
Address Enquiries to – Adresser toutes questions à Department National Defence National Defence Headquarters MGen Georges R Pearkes Bldg 101 Colonel by Drive Ottawa ON, K1A 0K2 Attn: DAP 2-2-6 Ralph.McIlveen@forces.gc.ca		
Telephone No. – N° de téléphone	FAX No – N° de fax	
Destination See herein Voir aux présentes		

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée On or before 31 March 2017 / d'ici le 31 Mars 2017.	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

1.1 Line item details

Item	Description	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All- Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
1	4240-20-009-5620 BAG RESCUE EQUIPMENT P/N: ID-52-363 NCAGE: 09511 QAC: Q		DEPARTMENT OF NATIONAL DEFENCE 15 WESTWIN AVE. STN FORCES PO BOX 1000 ASTRA ONTARIO KOK 3WO CANADA ATTN: CAAWC TRENTON, Receipt Section.	EA	20		
SOUS-TOTAL							
The bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, FCA Plant (Contractor's facility) Incoterms 2000, transportation cost excluded, all applicable Customs duties and excise taxes excluded.							
Applicable Taxes			Insert amount as			GST: \$ _____ HST: \$ _____ PST: \$ _____	
TOTAL							

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

Refer to Line Item Details on page 2.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT) and the North American Free Trade Agreement NAFTA /Canada/ US.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016/04/04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows: The bid is to remain valid:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T - 2013/11/06- Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

As per Part Number and NCAGE provided.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Canadian / Foreign Bidders - A0222T (2014-06-26)

Canada requests that bidders provide prices FOB their Plant. Bids will be assessed on an FOB Plant basis.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the *lowest evaluated price* will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the item listed in the contract.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2016/04/04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of Contract

All deliverables must be received on/ or before 31 March 2017.

6.4.2 SACC Manual Clauses

C2608C-(2015-02-25) Canadian Customs Documentation
C2610C-(2007-11-30) Customs Duties - Department of National Defence - Importer
D2000C (2007-11-30) Marking
D2001C (2007-11-30) Labelling
D2025C (2013-11-06) Wood Packaging Materials
D6010C (2007-11-30) Palletization

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ralph Mcilveen
Department National Defence
Senior Procurement Officer
NDHQ Ottawa
101 Colonel by Drive
Ottawa Ontario
K1A 0K2

Email: Ralph.mcilveen@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Capt Tauqeer Hussain
DGAEPM (FT) 6-3-5
NDHQ
101 Colonel by Drive
Ottawa Ontario
K1A 0K2

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.

6.5.3 Contractor's Representative (must be filled out by the Vendor and returned with the bids)

The person responsible for:

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price- C0207C (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s) as specified in the contract for a cost of \$ _____ insert the amount at contract award*). Customs duties are *excluded* and Applicable Taxes are extra.

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.

6.6.2 SACC Manual Clauses

Method of Payment- H1000C (2008-05-12) Single Payment

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Electronic Data Interchange (EDI).

6.7 Invoicing Instructions-

6.7.1 H5001C- (2008-12-12)- Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address indicated below for certification and payment.

Department National Defence
Canadian Parachute Center
CAAWC Trenton
15 Westwin Ave.
Stn Forces, P.O. Box 1000
Astra Ontario
KOK 3W0
Canada
ATTN: Invoice Section- W3526

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- c) line item details
- d) the Contractor's bid dated _____

6.11 Defence Contract

SACC Manual Clause A9006C- (2012-07-16) Defence Contract

6.12 Quality Assurance Clauses. (For QAC: Q)

D5510C (2014-06-26) Quality Assurance Authority (DND) - Canadian-based Contractor

D5540C (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)

D5510C- (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

D5515C- (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

6.13 Release Documents – Distribution (For QAC: Q)

6.13.1 D5604C (2008-12-12)Release Documents (Department of National Defence) - Foreign-based Contractor

6.13.2 D5606C (2012-07-16) Release Documents (DND) - Canadian-based Contractor

6.13.3 D5620C (2012-07-16) Release Documents- Distribution (for QAC: Q)

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to Consignee;
- b. Two (2) copies with shipment (in a waterproof envelope) to the Consignee;
- c. One (1) copy to the Contracting Authority;

*National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive*

*Ottawa, ON K1A OK2
Attention: Ralph McIlveen, DAP 2-2-6*

- d. One (1) copy to the Quality Assurance Representative;
- e. One (1) copy to the Contractor; and
- f. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2*

E-mail: ContractAdmin.DQA@forces.gc.ca.

NOTE: For into-plane refuelling contracts b, c and d above are not required.

6.14 Condition of Material- B1000T- (2014-06-26)

Material supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

6.15 Preparation for Delivery- SACC Manual Clause- D3018C (2014-09-25)- Packaging Requirement using Specification D-LM-008-036/SF-000 -

The Contractor must prepare the item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the item in quantities of one by package.

6.16 Shipping Instructions

6.16.1 D0035C- (2010-01-11)Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at _____ (***insert the named place, e.g. Contractor's facility***) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Insert the following when the Contractor is located in the United States (U.S.):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

D0037C- (2016-01-28) Shipping Instructions (Department of National Defence)- Canadian-based Contractor

1. Delivery will be FCA Free Carrier at _____ (***Insert the named place, e.g. Contractor's facility***) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.