



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet WAN Emulator	
Solicitation No. - N° de l'invitation W0102-16247L/A	Date 2015-12-29
Client Reference No. - N° de référence du client W0102-16-247L	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-218-9725	
File No. - N° de dossier HAL-5-75171 (218)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-09	Time Zone Fuseau horaire Atlantic Standard Time AST
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: Figueredo, Laila	Buyer Id - Id de l'acheteur hal218
Telephone No. - N° de téléphone (902) 496-5353 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 14 WING GREENWOOD WING REPLENISHMENT HANGAR #2 AD ASTRA WAY GREENWOOD NOVA SCOTIA B0P1N0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Delivery Required - Livraison exigée See Herein	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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The Department of National Defence has a requirement for the supply and delivery of one (1) Wide Area Network (WAN) Emulator in accordance with the Requirement at Annex "A". Delivery to 14 Wing Greenwood, Greenwood, Nova Scotia.

1.2 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.

1.3 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), Canada Free Trade Agreement with Peru, Canada Free Trade Agreement with Colombia, and Canada Free Trade Agreement with Panama.

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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 Nova Scotia.

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 – two (2) hard copies

Section II: Financial Bid – one (1) hard copy

Section III: Certifications – one (1) hard copy

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

4.1.1.1 Mandatory Technical Criteria

1. The Bidder must submit specifications, published documentation, and descriptive literature for the Wide Area Network (WAN) emulator being offered in their proposal. Details stated in your specifications, published documentation, and descriptive literature will be compared and must meet the requirements specified in Annex C, Mandatory Technical Evaluation Criteria.

Bidders should submit with the bid, technical documentation such as specification sheets, technical brochures and photographs or illustrations to demonstrate compliance to the mandatory criterion listed in Annex C – Mandatory Technical Evaluation Criteria. If specific published technical documentation is not available or does not specifically address each criteria, the Bidder should provide a written narrative or manufacturer's verification explaining how the offered product meets or exceeds the technical requirements in Annex C, Mandatory Technical Evaluation Criteria.

It is incumbent upon the Bidder to submit a complete proposal showing that their items will meet or exceed the technical descriptions described in this solicitation. Failure to submit sufficient information to allow for a full evaluation will result in the proposal being declared non-responsive.

2. Bidders to identify the cross reference page / paragraph in their proposal which demonstrates that they meet each of the specified mandatory criteria on the line provided after each mandatory technical criteria in Annex C, Mandatory Technical Evaluation Criteria.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, DDP to 14 Wing Greenwood, Greenwood, Nova Scotia, Canadian customs duties and excise taxes included.

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01.10 of the Standard Instructions which states:

10. Declaration of Convicted Offences

Where a Bidder or its Affiliate is **unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections**, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

If the above applies, the Bidder must provide with its arrangement, a completed [Declaration Form, http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) 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.

Solicitation No. - N° de l'invitation
W0102-16247L/A
Client Ref. No. - N° de réf. du client
W0102-16247L

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-5-75171

Buyer ID - Id de l'acheteur
hal218
CCC No./N° CCC - FMS No./N° VME

5.2.1 Integrity Provisions – List of Names

Bidder must complete Annex D – Integrity Provisions – Associated Information Form as follows:

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must supply and deliver one (1) WAN Emulator in accordance in accordance with the Requirement at Annex "A" for the Department of National Defence. Delivery to 14 Wing Greenwood, Greenwood, Nova Scotia.

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](#) (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables are to be delivered DDP 14 Wing Greenwood, Greenwood, NS, and **MUST** be received on or before **MARCH 31, 2016.** **This is a MANDATORY requirement.**

The Contractor must make the complete delivery within _____ calendar days from the effective date of the Contract - MANDATORY complete prior to March 31, 2016.

The best delivery that could be offered prior to March 31, 2016 is: _____ **days after Contract award.**
(Bidder to complete)

6.4.2 Shipping

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) to 14 Wing Greenwood, Greenwood, Nova Scotia. Incoterms 2000 for shipments from a commercial contractor. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including payment of customs duties and applicable taxes to the destination.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laila Figueredo
Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch - Atlantic Region
1713 Bedford Row
Halifax, Nova Scotia
B3J 3C9

Telephone: (902) 496-5353
Facsimile: (902) 496-5016
E-mail address: laila.figueredo@pwgsc-tpsgc.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 Project Authority

The Project Authority for the Contract is: *(to be provided upon Contract award)*

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

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

The Project Authority 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 Project Authority, however the Project 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

The Contractor's Representative for the Contract is: *(Bidder to complete)*

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

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W0102-16247L

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-5-75171

Buyer ID - Id de l'acheteur
hal218
CCC No./N° CCC - FMS No./N° VME

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (to be completed upon contract award). Customs duties are included 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 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.6.3 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

6.7 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

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

6.10 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 [2010A](#) (2015-09-03), General Conditions - Goods (Medium Complexity);
- (c) the supplemental general conditions [4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor or reduce its liability under the Contract.

6.13 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations

[B1501C](#) (2006-06-16) Electrical Equipment

[B7500C](#) (2006-06-16) Excess Goods

ANNEX "A"

REQUIREMENT

Title: Wide Area Network (WAN) Emulator

1.0 Scope

- 1.1 Purpose: The Requirement is for a WAN Emulator for creating a lab which will mimic the aircraft network system traffic flow over the internet for connectivity, efficiency and delivery of packets for communication between the aircraft and the ground. An emulator will greatly improve testing results which are needed in order to improve efficiency of aircraft communications.

2.0 Requirements

The Contractor must supply and delivery one (1) WAN Emulator which must meet the following specifications:

2.1 General Specifications:

- 2.1.1 Emulate bandwidths from 1 Mbps to 1 Gbps in each direction per link across 4 separate links to an aggregate of 8 Gbps at full line rate of approx. 12 million packets per second.
- 2.1.2 Emulate latency from 1 millisecond up to 10 seconds in each direction in a constant, normal, or uniform distribution
- 2.1.3 Be able to specify loss as a packet loss rate, bit error rate, or both
- 2.1.4 Determine the effects of congestion on bandwidth and jitter-sensitive applications
- 2.1.5 See a visual display of the current traffic, through graphs and link statistics with download capability for analysis
- 2.1.6 Have at least 4 Gigabit SFP (fiber) and 4 copper RJ45 Gigabit Ethernet ports
- 2.1.7 1U rack-mountable device

- 2.2 Installation and Set-up: Not required, 415 Squadron staff will ensure proper installation and set-up.

- 2.3 Documentation. The Contractor must provide manuals in English. The Contractor must also be available for contract support to maintain the equipment when covered under warranty.

- 2.4 Delivery Destination:
14 Wing Greenwood, Wing Replacement Hanger #2, Greenwood, NS, B0P 1N0

ANNEX "B"

BASIS OF PAYMENT

The Bidder must submit firm price in Canadian dollars, customs duties included and applicable taxes extra. Delivery is Delivered Duty Paid (DDP) Incoterms 2000. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including payment of customs duties and taxes to the destination.

Bidder to complete:

Item No.	Description	Quantity	Firm Lot Price
1	<p>For the supply and delivery of a Wide Area Network (WAN) Emulator with technical manuals in accordance with the specifications detailed in Annex A, including 12 month warranty which includes maintenance and support.</p> <p>Note to Bidder: Bidders must include any components, peripherals, supplies and/or documentation necessary to comply with the Requirement and to operate the system on arrival at 14 Wing Greenwood, Greenwood, NS in the all-inclusive Firm Lot Price.</p> <p>Bidder to specify make and model being offered:</p> <p>Manufacturer: _____</p> <p>Make and Model: _____</p>	1	\$ _____
TOTAL (excluding applicable taxes)			\$ _____

ANNEX "C"

MANDATORY TECHNICAL EVALUATION CRITERIA

Bidders are requested to provide cross-reference below to identify the page(s) where each mandatory minimum specification can be demonstrated in their technical documentation provided with bid. Please identify the applicable criteria in the brochure, referencing the numbers below. For the few criteria which are not identified in specification sheets/literature/brochures, your firm's indication of "Compliant" will be considered as certification that the requirement is met. Canada reserves the right to verify any and all information relating to mandatory requirements.

(To be completed by Bidder)

Minimum Mandatory Requirements for the WAN Emulator	Cross Reference Paragraph / Page #
Emulate bandwidths from 1 Mbps to 1 Gbps in each direction per link across 4 separate links to an aggregate of 8 Gbps at full line rate of approx. 12 million packets per second	
Emulate latency from 1 millisecond up to 10 seconds in each direction in a constant, normal, or uniform distribution	
Be able to specify loss as a packet loss rate, bit error rate, or both	
Determine the effects of congestion on bandwidth and jitter-sensitive applications	
See a visual display of the current traffic, through graphs and link statistics with download capability for analysis	
Have at least 4 Gigabit SFP (fiber) and 4 copper RJ45 Gigabit Ethernet ports	
1U rack-mountable device	
Delivery (DDP Incoterm 2000) – Mandatory delivery by March 31, 2016	

Make/Model offered: _____

The undersigned certifies that all above noted mandatory criteria have been met.

Name: _____

Signature: _____

Date: _____

ANNEX D

INTEGRITY PROVISIONS – ASSOCIATED INFORMATION FORM

TO BE COMPLETED BY BIDDER:

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors:

(add lines as required)

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual:

3. For a Joint Venture - the names of all current members of the Joint venture:

(add lines as required)

4. For an individual - the full name of the person:
