



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2
Bid Fax: (709) 772-4603

**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 PC-Road Salt Terra Nova Park, NL	
Solicitation No. - N° de l'invitation 5P115-160192/A	Date 2016-06-08
Client Reference No. - N° de référence du client 5P115-160192	
GETS Reference No. - N° de référence de SEAG PW-\$XAQ-040-6614	
File No. - N° de dossier XAQ-6-39043 (040)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-07-19	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
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: Connolly, Carolyn	Buyer Id - Id de l'acheteur xaq040
Telephone No. - N° de téléphone (709) 772-5396 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA TERRA NOVA NATL PARK GENERAL DELIVERY GLOVERTOWN Newfoundland and Labrador A0G2L0 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

PWGSC / TPGSC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2

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

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road de-icer for the 2016-2017 winter season. The one (1) location of delivery is: Terra Nova National Park, Glovertown, NL (2,000 metric tonnes).

Sodium chloride delivered to the Parks Canada storage sheds must remain in a free flowing and useable condition for at least 60 days from the date of delivery. Road salt must be delivered to all locations by 07 October 2016. All work to be in accordance with the Specification attached as Annex "B".

The requirement is further detailed under Annexes "A" and "B" of the resulting contract clauses.

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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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.

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 5 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 Newfoundland and Labrador.

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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 [Must be completed by offeror with bid submission]

To be deemed responsive, offerors **must** meet the following:

- Please check (✓) accordingly:

Meets **all** specifications and conditions stated in Annex "A", Requirement/Pricing **and** Annex "B", Specification:

Met _____

Not Met _____

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

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.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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 Delivery Date

All the deliverables must be received on or before 07 October 2016.

6.4.2 Period of the Contract

Date of issuance to 30 April 2017.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annexes "A" and "B" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carolyn Connolly
Senior Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Professional Services and Marine
The John Cabot Building, 10 Barter's Hill
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-5396

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Facsimile: (709) 772-4603

E-mail address: carolyn.connolly@pwgsc.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 will be named at Contract award.

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 [*Must be completed by offeror with bid submission*]

Name: _____

Title: _____

Organization: _____

Address: _____

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 "A" Pricing for a cost of \$ _____ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.6.4 SACC Manual Clauses

SACC *Manual* Clause C2000C (2007-11-30), Taxes – Foreign-Based Contractor

6.7 Invoicing Instructions

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.

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 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 Newfoundland and Labrador.

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](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement/Pricing;
- (d) Annex "B", Specifications;
- (e) Annex "C", Information Required Under the Ineligibility and Suspension Policy; and
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

SACC *Manual* Clause A9068C (2010-01-11) Government Site Regulations

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ANNEX "A"
REQUIREMENT/PRICING

Requirement:

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road de-icer for the 2016-2017 winter season. The one (1) location of delivery is:

Parks Canada
Terra Nova National Park, Maintenance Compound
General Delivery
Glovertown, NL A0G 2L0

Pricing:

- Goods to be delivered FOB destinations and stored in the Parks Canada Agency storage sheds.

Item/Destination	Unit of Measure	Pricing (HST Extra)
Sodium Chloride: Supply and Delivery to Terra Nova National Park	2,000 Tonnes	\$ _____
	Total (HST Extra):	\$ _____

ANNEX "B"

SPECIFICATION

Tender for Winter Salt 2016/17

SPECIFICATIONS FOR WINTER SALT (SODIUM CHLORIDE)

1. This specification covers the requirements for supply, delivery and acceptance of sodium chloride for use as a road deicer.
2. The sodium chloride shall conform to ASTM Specification D632-72, Type I, Grade I. The sodium chloride shall contain not more than 3/4 of 1% water by weight and shall be free flowing and usable when delivered to designated storage locations. An anti-caking additive consisting of Prussian Blue or Yellow Prussiate of soda or both in the total to the proportion of 100 p.p.m. to be added and uniformly distributed throughout the sodium chloride. The sodium chloride shall be free from foreign materials including gravel, sand, clay or similar materials and shall not contain any lumps, materials or things the physical properties of which might result in damage to deicer dispensing equipment or adversely affect the operation of such equipment. Suppliers are advised that oversized material within the ASTM Specification tolerances is not acceptable. The Department may at its discretion, accept oversized material to a maximum of 5% at which time suppliers will be required to supply extra salt to compensate for the oversized material. This extra material will be calculated at the % over the Specification times (x) the total amount delivered to that location. Under no circumstances shall the sodium chloride contain any other sodium chloride in any proportion or from any source which does not conform with these specifications.
3. By tendering each contractor warrants to the Parks Canada Agency that sodium chloride delivered to the Parks Canada storage sheds will remain in a free flowing and usable condition for a period of at least 60 days from the date of delivery. The Parks Canada Agency accepts that such warranty is applicable to the "caking" of the sodium chloride into a cohesive mass and not to the normal "crusting" of sodium chloride in storage.
4. Payment will be made on the basis of quantities accepted for delivery at the Parks Canada storage locations. Quantities will be determined by a weigh slip for each truck load delivered to the Department's or the Municipalities/Others storage locations. The contractor will be required to have ALL Salt weighed in accordance with Section 501 of the Department of Transportation and Works Specifications Book available on-line at <http://www.tw.gov.nl.ca/hwdesign/specbook>. No quantity of Salt will be accepted without a weigh slip. In areas where Government Owned Scales will be used, Contractors are to give the Regional Director in the Region Three (3) days (72 hours) advance notice of Delivery of Salt for each Location to ensure that Government Owned Scales will be open and available. In instances where the Government Scales are required to be open after Normal Working Hours, the extra cost will be at the Contractor's Expense. The contractor will be responsible to pay for the Operation of the Government Scales after Normal Working Hours and will be invoiced accordingly.

After the issue of the Purchase Order, the successful contractor will seek the approval of the Asset Manager in writing at the address below for each type of weighing system that will be used at each delivery location, i.e. Government Permanent Scale, Contractor Scale.

Andrew Fudge
Asset Manager
Newfoundland East Field Unit

Parks Canada Agency
John Cabot Building
PO Box 1268
St. John's, NL A1C 5M9
Telephone: 709-351-1319 Facsimile: 709-772-3235

**Bidders are advised that Draft Surveys will NOT be considered for payment.
By tendering on this tender, suppliers agree to the conditions for payment.**

5. The contractor shall be required to weigh vehicle loads at the Government's permanent weigh scales to conform to the law.
6. The conformance of the sodium chloride to the specifications will be determined at the point of delivery to the Department's storage areas. Three consecutive tests showing water content in excess of zero point one (0.1) percentage point of the specification will be cause for rejection. Parks Canada Agency may at its discretion accept higher moisture content than the tolerance allowed. In cases where a higher moisture content is accepted, Suppliers will at no cost to Parks Canada Agency supply additional material to compensate for the excessive moisture. This extra material will be calculated at the % over the Specification times (x) the total amount delivered to that location. The decision as to acceptability shall be Parks Canada's, whose decision will be final. Moisture contents in excess of 2% will be considered only in extenuated circumstances. Any part of any vehicle load failing to meet any specification may be cause for rejection of the entire content of the vehicle which shall, upon notification, be forthwith removed from Parks Canada's property. The net contents of rejected vehicle loads shall be ascertained and deducted from amounts payable for that delivery location.
7. All vehicles must be so equipped to prevent spillage of the contents from the vehicles and adequately covered to prevent other wastage from the vehicles. Any vehicle load showing evidence of wastage or not adequately covered will be subject to a penalty which will reduce the quantity delivered by one tonne per 10 km or part thereof of the length of haul from loading point to delivery point. The total of all penalties will be deducted from amounts payable as determined by approved weight method. Vehicles trucking sodium chloride shall go directly to the designated storage facility from the weigh scales. Vehicles deviating from this will not be used in future shipments.
8. Bidders are advised that this contract will be monitored by Parks Canada, the Department of Transportation and Works, the Department of Government Services & Lands and Motor Registration Division for compliance to legal weights. Over weight deliveries will not be accepted by the Department as well as notification will be given to Motor Registration Division to monitor deliveries as they see fit. (See Also item # 5)
9. Notwithstanding the foregoing Parks Canada reserves the right to increase or decrease the quantity tendered by an amount not exceeding 50% of the tender quantity without adjustment of the price tendered. This 50% increase/decrease shall be on a regional basis and the quantity can be distributed to the sub-depot of Parks Canada's choice at the unit price for that sub-depot. This adjustment may take place at time of award and throughout the winter season until April 30, 2017. Quantities in excess of the amount included on the Purchase Order will not be accepted for payment.
10. The Department reserves the right to purchase up to an additional 10% of the Total Salt Quantity at anytime up to April 30, 2017. This quantity will have the original unit price of Salt along with any increase in trucking costs that will be determined at the time of order.

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11. The Contractor shall notify the Asset Manager of Parks Canada, Terra Nova National Park not less than two (2) working days in advance of delivery of materials. Delivery will be accepted during normal Parks Canada working hours but the Asset Operations Manager may agree to accept delivery at other times at the request of the contractor. Such requests will only be accepted upon notice of at least Three (3) complete working days. The cost associated with Parks Canada Staff will be incurred by Parks Canada. Requests without adequate notice will be approved at the discretion of the Asset Operations Manager, whose decision will be final. Suppliers are advised that no deliveries will be accepted after 11:00pm.
12. Delivery may commence upon receipt of order and must be completed by October 7, 2016, unless otherwise noted in the tender.
13. Invoices may be sent to the Asset Manager in Terra Nova National Park as follows;

Andrew Fudge
Asset Manager
Newfoundland East Field Unit
Parks Canada Agency
John Cabot Building
PO Box 1268
St. John's, NL A1C 5M9
Telephone: 709-351-1319 Facsimile: 709-772-3235

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ANNEX "C"

INFORMATION REQUIRED UNDER THE INELIGIBILITY AND SUSPENSION POLICY

MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION

For more information see <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

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;

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;

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