



ANNEX E

SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

- a) **Condition of Contract Award:** Canada has determined that a thorough assessment of the supply chain associated with the goods and services to be acquired under this solicitation is critical to Canada's national security. To protect information associated with this process, unless Canada has invoked the National Security Exception with respect to this procurement, Canada relies on the exception provided in all trade agreements regarding its right not to disclose certain information where doing so would be contrary to the public interest. That information is identified below. In order to be awarded a contract, the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified.
- b) **Definitions:** The following words and expressions used with respect to SCSI assessment have the following meanings:
- i) **"Product"** means any hardware that operates at the data link layer of the **Open Systems Interconnection model (OSI Model) Layer 2** and above; any software; and any Workplace Technology Device;
 - ii) **"Workplace Technology Device"** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
 - iii) **"Product Manufacturer"** means the entity that assembles the component parts to manufacture the final Product;
 - iv) **"Software Publisher"** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
 - v) **"Canada's Data"** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
 - vi) **"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.
- c) **Bid Submission Requirements (Mandatory at Bid Closing):**
- i) Bidders must submit with their bids, by the closing date, the following:
 - (A) **Ownership Information** for the Bidder and each of the Original Equipment Manufacturers (OEMs) selected by the Bidder and subcontractors including:
 - (1) Provide their Dunn & Bradstreet number, or:
 - (I) Investors/Shareholders Information:



- a) For privately owned companies, the Bidder must provide a list of all its shareholders. If the company is a subsidiary, this information must be provided for all parent corporations.
 - b) For publicly traded companies, the Bidder must provide a list of those shareholders who hold at least 1% of the voting shares;
 - c) Further information about other shareholders must be provided if requested by Canada;
- (II) A list of all executive level managers (e.g. chief executive officer (CEO), chief financial officer (CFO), chief operating officer (COO), and chief information officer (CIO) (and further information about the members of the Board of Directors must be provided if requested by Canada); and of Directors (and further information about the members of the Board of Directors must be provided if requested by Canada);
 - (III) In the case of partnerships, a list of all the partners (and further information about the partners must be provided if requested by Canada); and
 - (IV) In the case of a joint venture, the above information must be provided for each member of the joint venture; and
- (2) Corporate Website link
- (B) **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
- (1) **OEM:** identify the name of the Original Equipment Manufacturer (OEM).
 - (2) **Product Code:** Enter the OEM's code for the product.
 - (3) **Product Family or Product Model Name/Number:** identify the advertised family or name/number of the Product assigned to it by the OEM;
 - (4) **Product Website Link:** A URL to the product family on the OEM's website, or a URL to the OEM's specific model and version.
 - (5) **Vulnerability Information:** If the OEM participates in the Common Vulnerability Enumeration (CVE) disclosure process, provide the 5 most recent CVE identifiers in a semi-colon (;) separated list. If the OEM has alternative methods to report security vulnerabilities to customers, the 5 more recent advisories / bulletins from the vendor, related to the Model / Version in question, must be provided. Submitting the information set out above is mandatory. Canada requests that Bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is



the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

(C) **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the Work described in this bid solicitation. The network diagrams are only required to include portions of the Bidder's network (and its subcontractors' networks) over which Canada's Data would be transmitted in performing any resulting contract. As a minimum, the diagram must show:

- (1) the following key nodes for the delivery of the services under any resulting contract:
 - (I) service delivery points;
 - (II) core network; and
 - (III) subcontractor network(s) (specifying the name of the subcontractor as listed in the List of Subcontractors);
- (2) the node interconnections, if applicable;
- (3) any node connections with the Internet; and
- (4) for each node, a cross-reference to the Product that will be deployed within that node, using the line item number from the IT Product List.

d) **Assessment of Supply Chain Security Information:**

- i) Canada will assess whether, in its opinion, the SCSI creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- ii) In conducting its assessment:
 - (A) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSI. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being disqualified.
 - (B) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSI.
- iii) If, in Canada's opinion, there is a possibility that any aspect of the SCSI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - (A) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, it will not be in the public interest for Canada to provide further information to the bidder; therefore, in some circumstances, the bidder will not



know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the bidder's SCSI (either during this process of following the award of any contract).

- (B) The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. The first revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Contracting Authority). **With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.** Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:
- (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (e)(iii)(A) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
 - (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - (I) the Bidder's compliance with the mandatory requirements of the solicitation;
 - (II) the Bidder's score under the rated requirements of the solicitation, if any; or
 - (III) the Bidder's ranking vis-à-vis other Bidders in accordance with the evaluation process described in the solicitation.
 - (3) If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other Bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation.
 - (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-



ranked Bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.

- iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
 - (A) a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
 - (B) during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
- e) By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):
 - i) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada’s assessment of the Bidder’s SCSI (the “**Sensitive Information**”) including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada’s concerns.
 - ii) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
 - iii) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
 - iv) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
 - v) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and a review of the Bidder’s status as an eligible Bidder for other requirements.
 - vi) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
 - vii) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement.



In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.