

Annex D - Clause providing information on the Supply Chain Integrity Process

Part of RFQ phase:

1. Non-Disclosure Agreement

By submitting a response, the Bidder agrees to the terms of the non-disclosure agreement below (the “**Non-Disclosure Agreement**”):

- a. The Bidder agrees to keep confidential any information it receives from Canada regarding Canada’s assessment of the Bidder’s Supply Chain Security Information (the “**Sensitive Information**”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada’s concerns.
- b. 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 whether or not that information is labeled as classified, proprietary or sensitive.
- c. 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 security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
- d. 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.
- e. The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at RFP stage, or immediate termination of the resulting Contract. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and review of the Bidder’s status as an eligible bidder for other requirements.
- f. This Non-Disclosure Agreement remains in force indefinitely.

2. Supply Chain Integrity Process

a. Definitions

- i. The following words and expressions used in this Supply Chain Integrity Process have the following meaning:
 - A. “**OEM Name**” means the name of the original equipment manufacturer (OEM) of the product that is being ordered.

- B. **"OEM DUNS Number"** means the Data Universal Numbering System (DUNS). It is a unique nine-digit number assigned to each physical location of a business. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.
- C. **Product Name** means the OEM's name for the product.
- D. **Model Number** means the OEM's model and/or version number of the product.
- E. **Vulnerability Information** means the information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers **separated by semi-colons (;)**.
If the OEM does not post this information to the CVE website, you will need to ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the relevant field(s).
- F. **Supplier Name** means the name of the supplier (i.e. sub-contractors, re-seller, distributor, sub-processors, etc.) of the product that is being ordered. This includes any business entity involved in producing products or services to help complete the bidding requirements.
- G. **Supplier DUNS Number** is already explained.
- H. **Supplier URL** means the URL of the supplier's webpage for the product.
- I. **Ownership** means the top 5, by percentage, owners of the OEM or Supplier. The names provided for owners should be those found in ownership documents for the company in question.
- J. **Investors** means the top 5, by percentage, investor in the OEM or Supplier. The names provided for owners should be those found in investment documents for the company in question.
- K. **Executives** means the executives and members of the board of directors for the company in question.
- L. **Country / Nationality** means the country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
- M. **Corporate website link** means for each of OEM or Supplier name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.
- N. **Supply Chain Security Information** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCSI as a part of the SCSI Assessment process.

b. Mandatory Qualification Submission Requirements

- i. Bidders must submit, with their Response on the RFP closing date, the following SCSI:
 - A. **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:

- (a) OEM Name;
- (b) OEM DUNS Number;
- (c) Product Name;
- (d) Model Number;
- (e) Vulnerability Information;

Bidders are requested to provide the IT Product information for their proposed Solution on *Page B – IT Product List*. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g. if the serial number and/or color is the only difference between two products, they are considered the same Product within the confines of the SCI Assessment Process).

B. Ownership Information: "It is only necessary to fill out entries in "'C- Ownership Information'" if a DUNS number cannot be supplied for the OEM and/or supplier.

- (a) Supplier Name;
- (b) Supplier DUNS Number;
- (c) Supplier URL;
- (d) Ownership;
- (e) Investors;
- (f) Executives;
- (g) Country / Nationality;
- (h) Corporate website link.

c. Assessment of Supply Chain Security Information

- i. Canada will assess whether, in its opinion, the Supply Chain Security Information 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 Supply Chain Security Information. 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 response 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 response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- iii. If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, 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:
 - A. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information 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, for reasons of national security, it may not be possible 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 Supply Chain Security Information.

- B. The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information 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).
 - C. If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- 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. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
 - A. qualification pursuant to this RFQ does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - B. qualification pursuant to this RFQ does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - C. at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - D. during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- v. All Bidders will be notified in writing regarding whether or not they have qualified under this RFQ to proceed to the next stage of the procurement process.
- vi. Any Bidder that has qualified under this RFQ will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFQ (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- vii. Once a Bidder has been qualified in response to this RFQ, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

Tab A – SCSI Form 2 Cover

**Supply Chain Security Information (SCSI)
Vendor Submission Form**



| PART A - BIDDER INFORMATION | |
|-----------------------------|--|
| Procurement Name: | |
| Date submitted: | |
| Solicitation Number: | |
| Bidder Name: | |
| Bidder DUNS Number: | |

| PART B - PRODUCT LIST |
|-------------------------------------------|
| CLICK HERE TO ADD ITEMS + |

| PART C - OWNERSHIP INFORMATION |
|-------------------------------------------|
| CLICK HERE TO ADD ITEMS + |

Please save this form only in Excel format before submitting. Please do not use other formats.

Tab B – IT PRODUCT LIST

| Item | OEM Name | OEM DUNS Number | Product Name | Model / Version | Product URL | Vulnerability Information | Supplier Name | Supplier DUNS Number | Supplier URL | Additional Information |
|------|----------|-----------------|--------------|-----------------|-------------|---------------------------|---------------|----------------------|--------------|------------------------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |

Tab C – Ownership Information

| Item | OEM or Supplier name | Ownership | Investors | Executives | Country / Nationality | Corporate website link |
|------|----------------------|-----------|-----------|------------|-----------------------|------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

See also: Annex I – Resulting Contract Clauses – 6. On-going Supply Chain Integrity Process.