

Erie County Medical Center Corporation RFP # 21604 Addendum Number 1

Erie County Medical Center Corporation

Addendum Number 1 to RFP # 21604

INCIDENT RESPONSE PLAN

The deadline for submission still remains:

TUESDAY, MARCH 29, 2016 AT 11:00 A.M. EST.

The following questions were submitted to the Designated Contact:

1. [4.C. 1.i.; page 4] Will ECMCC please clarify the requirement, "Addresses the following technologies:"?

The technologies which are to be addressed in the requested Incident Response Plan include network equipment, Linux Servers, Microsoft OS Servers, Microsoft Workstations, and Security Devices (i.e. Firewall, Email Filter)

- 2. **[8.8; page 8] Will ECMCC provide a copy of the ECMCC Standard Insurance Certificate?** Please see attached.
- 3. **[A-1.V; page A-4] Will ECMCC provide a copy of the required waiver form?**No. ECMCC requires all vendors to comply with the 30% MWBE goals placed on this RFP. Please reach out to Janique Curry at (716) 898-4947 or jcurry1@ecmc.edu if you are having trouble meeting the requirements.
- 4. **Is this RFP for implementation of technology or just creating the IDR plan?** This RFP is just to create the IDR plan.
- 5. What are you expecting in terms of level of detection and response support?

 No level of detection is expected or required from this RFP. The response support is the initial Triage. Triage is the identification of the scope of the incident and recommend and implement initial containment controls.



6. What types of staff resources that the medical center currently have? ECMC has a fully staffed IT department.

7. What exactly is your definition of "incident triage"?

Triage is the identification of the scope of the incident and recommend and implement initial containment controls.

8. Does ECMC need the SIM application with only manual inputting or should the application be linked to SIEM tool and other tools such as DLP?

SIM is not part of this RFP. ECMC is requesting an incident response plan to be produced and to provide Triage response. Triage is the identification of the scope of the incident and recommend and implement initial containment controls.

- 9. If the SIM has to be linked to other tools, what are those tools? SIM is not part of this RFP.
- 10. If ECMC doesn't want to reveal these details at this stage, then can we know the number of tools (applications) that need to be linked to SIM tool.
 SIM is not part of this RFP.
- 11. Does ECMC need the SIM as an intranet web based application or client-server based architecture application?

SIM is not part of this RFP.

12. Does ECMC need the SIM as an intranet web based application or client-server based architecture application?

SIM is not part of this RFP.

13. What is the length of the contract? 1-year or multi-year?

ECMC is seeking to engage in a Multi-year contract.

14. Please define 'Triage' in ECMC terms.

Triage is the identification of the scope of the incident and recommend and implement initial containment controls.

15. If you have historical information, what do you estimate the call / triage frequency to be? This RFP is not based on historical information but on industry standard rates of incidents. From standard industry calculations, a major facility event expectancy at maximum would occur once every three years. This RFP is not for normal single workstation malware event or individual account security events. This RFP is meant to address facility wide malware events or specific external incidents on ECMCC's Electronic Medical Record systems which is



5 in quantity. ECMC will work with the selected vendor to define the criteria of when an incident can be declared.

16. Does each Triage call require an onsite response?

Initially, the response can be remote for expediency. However, onsite is expected within hours after an incident has been declared.

17. What SIEM (Security Information and Event Management) technology does ECMC currently have in place?

Not relevant to this RFP. See response to inquiry 8.

18. Please Explain – "8.13 All contractors who will perform services at any of ECMCC facilities must be credentialed through ECMCC's chosen credentialing service at contractor's expense."

Each representative that will need access to the ECMCC facility is required to register with Symplr at www.symplr.com. There is a fee associated with registering and the contractor is responsible for this fee.

19. How many security incidents (including breaches) did you have in the year of 2015? Security incidents are defined as an event that violated organizational security or privacy policies. This does not include security events, which is defined as an observable occurrence in a system or network that may have negative consequences. This is confidential information.

20. Do you have a formalized Security Incident Response plan in place, or basic methodology for handling security incidents?

This RFP is for the vendor to create the Incident Response Plan. However, ECMCC does have a "basic" Incident Response Plan in place.

21. Does your organization collect, correlate, and archive logs from all critical assets for monitoring and analysis?

This is confidential information. However, details of the current monitoring environment will be available during the negotiation phase of this RFP.

MINIMUM INSURANCE REQUIREMENTS FOR VENDORS & CONTRACTORS

WORKERS' COMPENSATION

Limits NYS Statutory Limits

\$1,000,000 Employers' Liability

COMMERCIAL GENERAL LIABILITY

Coverage must be provided on an "Occurrence" Form

Limits \$1,000,000 Bodily Injury and Property Damage Each Occurrence

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 General Aggregate

\$1,000,000 Personal and Advertising Injury

\$50,000 Fire Damage \$5,000 Medical Payments

COMPREHENSIVE AUTOMOBILE LIABILITY

Limits \$1,000,000 Bodily Injury and Property Damage

Combined Single Limit

Coverage All Owned, Non-owned and Hired Autos

UMBRELLA (Follow Form)

Limits \$5,000,000 Each Occurrence

\$5,000,000 Aggregate \$10,000 Retention

CYBER LIABILITY

Note: Any contract awarded where PHI is being exchanged between ECMCC and the Contractor/Vendor will require cyber liability insurance as described below. Coverage may be subject to further discussion during contract negotiations. In addition to the insurance below, the Contractor/Vendor must demonstrate use of a secure server and password-protected email.

Limits \$1,000,000 per claim

In some circumstances coverage to include Internet Media Liability and/or Cyber

Extortion Coverage, including Regulatory Proceeding and Breach Costs

CONTACT LANGUAGE SHOULD CONTAIN THE FOLLOWING PROVISIONS;

ADDITIONAL INSURED

Erie County Medical Center Corporation is named as an **Additional Insured** on a Direct, Primary and Non-Contributory Basis under the General Liability, Automobile, Workers' Compensation and Umbrella Policies. Contractor will also provide a hold harmless and waiver of subrogation in favor of *Erie County Medical Center Corporation*.

- Limits may be satisfied through underlying and excess umbrella policies.
- Cancellation: All policies must contain a provision that a thirty day written notice will be provided for cancellation, non-renewal or material change.

Before work commences, a **Certificate of Insurance** must be issued to **Erie County Medical Center Corporation** which certifies all of the coverage, limits, additional insured and cancellation provisions referred to above. When endorsements are issued to said policies, contractor will provide a copy to **Erie County Medical Center Corporation**

The following "hold harmless agreement" and a waiver of subrogation must also be completed and forwarded to *Erie County Medical Center Corporation*:

HOLD HARMLESS AGREEMENT

Agreed to and Accepted by:

To the fullest extent permitted by law, the Vendor/Contractor will indemnify and hold harmless and provide a waiver of subrogation to *Erie County Medical Center Corporation*, their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent or willful act or omission of the Vendor/Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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Vendor/ Contractor	
By:	
Name and Title:	
Date:	