

Exhibit A
Master City of San José Consultant Agreement
Approved Service Order Form
(Non-Capital Projects)

Cover Page

1a. Intentionally Omitted 1b. AC Contract No.: AC 31361

2. Approved Service Order No. 8

3. Consultant's Name: Spruce Technology, Inc.

4. Project Name: Cyber Security Awareness Month Training

5. Project Location: Remote

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), and Exhibit "D" (Schedule of Specific Services) which are incorporated herein by references.

7. Budget/Fiscal:

a. Current **unencumbered** amount in Master Agreement: \$ 92,663

b. **Maximum Service Order Compensation for this Approved Service Order:** \$ 25,750

c. New unencumbered balance in Master Agreement (7.a – 7.b): \$ 66,913

d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 001

Appn: 0432

RC: 500

Amount: \$25,750

Devika Tandan

Authorized Signature: _____

Email: devika.tandan@sanjoseca.gov
Date: 09/27/2022 GMT

8. **CISO Approval:**

Marcelo Peredo

Email: marcelo.peredo@sanjoseca.gov
Date: 09/22/2022 GMT

9. **Consultant Approval:**

Kristen Mazza

Email: kmazza@sprucetech.com
Date: 09/22/2022 GMT

10. **Approval as to Form (City Attorney):**

Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form:

(Sr.) Deputy City Attorney

Vickie Davis

11. **City Director Approval:**

Email: vickie.davis@sanjoseca.gov
Date: 09/27/2022 GMT

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this Attachment A. The Consultant shall provide all services and deliverables required by this Attachment A to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Cybersecurity Awareness Month

Task No. 1: Monthly User Training 10/1/2022 -10/31/2022

- A. Services: Prepare and coordinate with the City of San José Information Technology Department (ITD) Cybersecurity Office the arrangement and coordination of weekly cybersecurity awareness training courses for the Month of October 2022. A late September Official NCSAM Kick-off email will be created and sent out to ~7000 employees with whitelisting/processes to maximize reach for the start in October for training and phishing. Along with the email, Spruce will provide assistance in creating a short 3-5min introduction video which will be custom for the City of San Jose. Spruce will provide the script for the introduction along with coordination. This included the increase of users for the training platform
- B. Deliverable: Arrange for the distribution of short trainings (less than five minutes to complete if possible) that will be sent out weekly on the following schedule below to all City employees following the CISA Theme for 2022, "See you in Cyber":
- Week of October 3rd: Enabling Multifactor Authentication
 - Week of October 10th: Use of Strong Passwords
 - Week of October 17th: Recognize and Report Phishing
 - Week of October 24th: Update your Software
- C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following dates as marked:
- On or before the following date: 10/31/2022.
- On or before _____ Business Days from _____

Task No. 2: Provide National Cybersecurity Awareness Month (NCSAM) content for weekly City Intranet Site (SharePoint) Updates which is a common space for city employees to read and review

- A. Services: Prepare relevant and City specific information on the Intranet site (SharePoint) for each week to support the themes in alignment with CISA and NCA CSAM. Each weeks' supporting content for Intranet should not be more than two pages long and should be provided to City representatives no later than the Friday before the week of the theme in play.
- B. Deliverable: Weekly Intranet content for NCSAM

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following dates as marked:

- On or before the following date: 10/31/2022.
 On or before _____ Business Days from _____

Task No. 3: One-Month Phishing Campaign

A. Services: Conduct a one-month Phishing campaign that includes at least one attempt per user on our Active Directory list of employees. If the user is a victim of the attack, the campaign should include prompting the user to learn what should have been considered when looking at the email and before clicking. Phishing campaigns will match prevalent attacks and tactics as highlighted by the CISA/NCA for NCSAM

B. Deliverable: One-month Phishing campaign,

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following dates as marked:

- On or before the following date: 10/31/2022.
 On or before _____ Business Days from _____

Task No. 4: Report

A. Services: Provide weekly analytical reports report containing totals, summaries, and any information related to Tasks No.1, 2 and 3. Provide a cumulative Monthly report containing details below.

B. Deliverable: This report will show the campaign efforts, number of people phished and re-trained. The reporting that will be delivered at the end of October will be:

- Phishing attempts and types sent to users for CSAM list and total.
- List of employees that took the training and percentage complete by department and overall
- Phishing attempts versus successes listed and totals
- City performance against national and industry benchmarks.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following dates as marked:

- On or before the following date: 11/11/2022.
 On or before _____ Business Days from _____

Attachment B: Terms and Conditions

1. City's Contract Manager: The City's contract manager for this Approved Service Order is:

Name: Marcelo Peredo	Phone No.:202-669-1672
Department: ITD	E-mail: marcelo.peredo@sanjoseca.gov
Address:200 E Santa Clara Street	San José, Ca 95113

2. Consultant's Contract Manager and Other Staffing: Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Joseph Maltino	Phone No.:973-476-3157			X
Address: 1149 Bloomfield Ave Clifton, NJ 07012	E-mail: jmaltino@sprucetech.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1.Nicolas Vukadinovic	IT Mid-Level Security Analyst			X
2.Joseph Maltino	Project Manager			X

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant cannot use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

Subconsultant's Name	Area of Work
1.	
2.	
3.	

4. Reimbursable Expenses: If the Compensation Table set forth in Attachment C of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

Additional Reimbursable Expense(s)	Mark-up
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will not reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in Attachment A in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
Task 1-4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$25,750
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	\$
Part 3 – Subconsultant Costs			
		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$25,750