

**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 31754

2. Approved Service Order No. 2

3. Consultant's Name: **Spirent Communications Inc.**

4. Project Name: PCI Compliance Assessment

5. Project Location: All work performed remotely within the CSJ PCI Network

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 <b>unencumbered</b> amount in Master Agreement:	\$	369,320
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	9,440
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	359,880

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: \$9,440**

**Authorized Signature:** *Devika Tandan*  
Devika Tandan (11/30/2021)  
Email: devika.tandan@sanjoseca.gov

8. **Division Analyst Approval:** *Marcelo Peredo*  
Marcelo Peredo (11/30/2021)  
Email: marcelo.peredo@sanjoseca.gov

9. **Consultant Approval:** *Sameer Dixit*  
sameer.dixit@spirent.com (11/16/2021)  
Email: sameer.dixit@spirent.com

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

11. **City Director Approval:** *Fletcher Barnes*  
Fletcher Barnes (11/30/2021)  
Email: fletcher.barnes@sanjoseca.gov

## 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.

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**General Description of Project for which Consultant will Provide Services:** Spirent will provide security audit/assessment services that are designed to gauge and demonstrate real-world vulnerability to current, authentic attacks. With a scope tailored to suit the system under test, these assessments reflect the multi-faceted challenges and realities of securing assets against modern, skilled adversaries. Spirent methodologies are aligned with well-known industry standards, including NIST, NSA-ISAM, CREST, PTES, and OWASP guidelines.

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### Task No. 1: Security Audit/Assessment Services

- A. **Services:** Spirent SecurityLabs consultants will review in-scope systems, assist City of San Jose with determining the appropriate gaps against the PCI controls, and help gather information necessary to determine any non-compliant areas in the PCI network and provide recommendations to reduce the risk.
- Assist with identifying the gaps in the implementation of the PCI controls within the areas of scope.
  - Assess and provide recommendations against the PCI 3.2.1 requirements.
  - Prerequisite (These Items/information will be required from the City before starting the assessment):
    - Provide normal and privileged user accounts of the systems in scope
    - Provide the list of controls implemented by the client against the PCI 3.2.1 requirements (CSJ System Security Plan)
    - Provide a technical point of contact for network and systems
    - Provide policy and audit point of contact
    - Completed the PCI self-assessment questionnaire
    - Provide Cardholder Data flow
      - **Touchpoints** where the cardholder information is either stored, processed, or transmitted in the **PCI Network**
    - Provide PCI Network IP Range
      - Secure DMZ
      - Secure Internal
    - Provide all policies documents related to PCI requirement 12 that **\*applies** to PCI Network\*
    - Deploy the Spirent's NUC in the PCI network.
  - In scope:
    - The scope of assessment would be restricted to **PCI Network**.
      - Secure DMZ
      - Secure Internal
    - Gap analysis for the technology and process in the PCI Network against the PCI 3.2.1 requirements
      - Vulnerability scan of all the systems on the network
      - Scan all the systems internally for PCI compliance on the network
      - Review policies, documentation, conduct Interviews for the missing controls, and identify any gaps in the implementation of PCI 3.2.1 controls
  - Out of scope

- Any system not in the PCI Network

**B. Deliverable:**

- Spirent SecurityLabs will deliver a gap analysis report against the PCI 3.2.1 controls in the CSJ System Security Plan and document any gaps in the PCI Network.
- The authenticated and unauthenticated vulnerability scan report of the systems in the PCI network (Secure DMZ and Secure Internal).
- Identify open ports from non-PCI to PCI network as part of network segmentation testing.

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

- On or before the following date: \_\_\_\_\_.
- On or before 30 Business Days from **January 30, 2022**.

## 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: <a href="mailto:marcelo.peredo@sanjoseca.gov">marcelo.peredo@sanjoseca.gov</a>
Address: 200 E Santa Clara Street, San Jose, 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>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<b><u>Consultant's Contract Manager</u></b>				
Name: Sameer Dixit	Phone No.: 408.752.7180			X
Address: 2709 Orchard Parkway, Suite 20, San Jose, CA 95134	E-mail: <a href="mailto:sameer.dixit@spirent.com">sameer.dixit@spirent.com</a>			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
1. Tej Aulakh	Project Manager/Security Auditor			X

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

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

<u>Subconsultant's Name</u>	<u>Area of Work</u>
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:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
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	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 9,440.00
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 checked="" type="checkbox"/> Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):			<b>\$ 9,440.00</b>