

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. 5**

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

4. Project Name: Privacy Compliance Assessment – Community Energy Department (CED)

5. Project Location: All work performed remotely with a focus on Privacy Compliance Assessment - Community Energy Department (CED).

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:	\$	335,100
b. Maximum Service Order Compensation for this Approved Service Order:	\$	9,440
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	325,660


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: 501 Appn: 0782 RC: 300188 Amount: \$9,440

Authorized Signature: 

Date: Apr 15, 2022

8. **CISO Approval:**


Marcelo Peredo (Apr 15, 2022 11:00 PDT)

Date: Apr 15, 2022

9. **Consultant Approval:**


Sameer Dixit (Apr 12, 2022 09:43 PDT)

Date: Apr 12, 2022

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

Date: _____

11. **City Director Approval:**



Date: Apr 15, 2022

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: 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.

Task No. 1:

A. **Services:** Privacy Compliance Assessment – Community Energy Department (CED)

Overview

Spirent SecurityLabs will assist the City of San Jose's Community Energy Department (CED) with respect to complying with third-party verification requirements of CED's internal privacy and data security policies.

Prerequisites

The City will provide the following items/information:

- Policy and audit point of contact
- All documents related to identified controls
- Response/answers to the Consultant questionnaire
- All documents related to the Consultant questionnaire
- List of mapped controls against City policy documentation for the identified controls by the Spirent SecurityLabs

Tasks

1. Research the requirements detailed in the California Public Utilities Commission's Decision 11-07-056.
2. Mapping and scoping the ISO 27001 controls against the California Public Utilities Commission requirements.
3. Assist with identifying the gaps in the implementation of the identified controls within the areas of scope.
4. Assess and provide recommendations against the identified control requirements within the privacy and data security policies outlined in the California Public Utilities Commission Commission's Decision 11-07-056.

B. **Deliverables:**

- Spirent SecurityLabs will deliver a document that lists all the identified controls.
- Spirent SecurityLabs will deliver an audit analysis report against the identified controls in the provided documentation by the City for the privacy and data security policies outlined in the California Public Utilities Commission's Decision 11-07-056.

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: April 30, 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>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Sameer Dixit	Phone No.: 408.752.7180			X
Address: 2709 Orchard Parkway, Suite 20, San Jose, CA 95134	E-mail: sameer.dixit@spirent.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Tej Aulakh	Project Manager/Security Auditor			X
2. Habib Ullah	Security Consultant			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
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 not 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:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$ 9,440.00