

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. 6**

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

4. Project Name: FMS (Financial Management System) Assessments

5. Project Location: All work performed remotely.

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:	\$	325, 660
b. Maximum Service Order Compensation for this Approved Service Order:	\$	9, 440
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	316, 220

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 Apbn: 0432 RC: 500 Amount: \$ 9,440.00

Devika Tandan

Authorized Signature: _____

Email: devika.tandan@sanjoseca.gov

Date: _____

06/27/2022 GMT-0

8. **CISO Approval:**

Marcelo Peredo

Email: marcelo.peredo@sanjoseca.gov

Date: _____

06/24/2022 GMT-0

9. **Consultant Approval:**

Sameer Dixit

Email: sameer.dixit@spirent.com

Date: _____

06/23/2022 GMT-0

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: _____

Vickie J. Davis

11. **City Director Approval:**

Email: vickie.davis@sanjoseca.gov

Date: _____

06/28/2022 GMT-0

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: Consultant 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. Consultant's methodologies are aligned with well-known industry standards, including NIST, NSA-ISAM, CREST, PTES and OWASP guidelines.

Task No. 1:

A. Services:

- **Perform an analysis of the FMS (Financial Management System) against the CSJ Security Standards, which specify the security controls.**
- **Document implementation of the controls within the FMS (Financial Management System) by creating a Security Plan.**
- **Perform a Risk Assessment of the system, in the context of how the system meets the controls specified by the standards.**

Consultant's Policy and Standards Compliance Assessment services will review a City of San José current security policy and standards procedures, assess information security policy and standard procedures adhere to applicable regulatory and NIST Special Publication 800-53 Rev 4 standards and identify gaps of mapping to City's infrastructure and/or applications against the City of San Jose Information Security Standards Handbook. Consultant will assist the City in identifying information security policies gaps and ensure that the organization is equipped with adequate and appropriate cyber security controls.

Consultant will use a variety of methods to collect information and review material related to the systems and controls that are within the scope of the assessment.

Policy and Standards Compliance Assessment Steps:

1. Information Gathering
 - Conduct interviews (remotely) with key stakeholders including IT management and technical staff.
2. Gap Analysis
 - Identify and document the identifying information security policies gaps.
 - Determine what existing controls have been implemented to mitigate the risks.
3. Results and Risk Mitigation Recommendations
 - Document the results of the risk assessments including risk mitigation recommendations for each identified risk.

B. Deliverable:

Consultant shall deliver an assessment report that includes:

- a. Deliver one (1) System Security Plan document (according to the provided template).

b. Deliver one (1) Risk Assessment document (according to the provided template).

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: July 31, 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: Edward Walker	Phone No.: (408) 793-6886
Department: ITD - Cybersecurity	E-mail: edward.walker@sanjoseca.gov
Address: 200 E. Santa Clara St. T11 San José, CA 95113-1905	

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: Sameer Dixit	Phone No.: (408) 752-7180			X
Address: 2709 Orchard Parkway Suite 20 San José 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. Prashant Nattanmai	Senior Security Consultant			X
3. 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
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 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