

**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. **10**

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

4. Project Name: Asset Works (Fleet) Assessment

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 <b>unencumbered</b> amount in Master Agreement:	\$	<b>290,260</b>
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	<b>7,080</b>
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	<b>283,180</b>

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: \$7,080.00

*Devika Tandan*

Email: devika.tandan@sanjoseca.gov  
Date: 03/03/2023 GMT

Authorized Signature: \_\_\_\_\_

*Marcelo Peredo*

Email: marcelo.peredo@sanjoseca.gov  
Date: 02/21/2023 GMT

8. CISO Approval: \_\_\_\_\_

*Sameer Dixit*

Email: sameer.dixit@spirent.com  
Date: 02/21/2023 GMT

9. Consultant Approval: \_\_\_\_\_

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

*Sarah Yanez*

11. City Director Approval: \_\_\_\_\_  
Email: sarah.yanez@sanjoseca.gov  
Date: 03/03/2023 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.

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**General Description of Project for which Consultant will Provide Services:** Consultant shall provide security audit/assessment services that are designed to gauge and demonstrate real-world vulnerability to current, authentic attacks. Consultant shall conduct these assessments to reflect the multi-faceted challenges and realities of securing assets against modern, skilled adversaries. Consultant methodologies shall align with well-known industry standards, including National Institute of Standard Technology, National Security Agency- Information Security Assessment Methodology, the Council for Registered Ethical Security Testers, Penetration Testing Execution Standard.

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### Task No. 1:

#### A. Services:

- Consultant shall perform an analysis of the Asset Works (Fleet) system against the City of San José Security Standards Handbook, which specify the security controls.
- Consultant shall document implementation of the controls within the Asset Works (Fleet) by creating a System Security Plan.
- Consultant shall perform a Risk Assessment of the system, in the context of how the system meets the controls specified by the City of San José Security Standards Handbook.

Consultant's Policy and Standards Compliance Assessment services shall include a review of the City's infrastructure and/or applications against the Information Security Standards Handbook. Consultant shall assist the City of San José in identifying information security policy gaps and severity of risk for the Asset Works (Fleet) system under assessment. Consultant will ensure that the organization is equipped with adequate and appropriate cybersecurity controls.

Consultant shall 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, including the following:

#### Policy and Standards Compliance Assessment Steps:

1. Information Gathering
  - Consultant shall conduct interviews (remotely) with key stakeholders including IT management and technical staff.
2. Gap Analysis
  - Consultant shall identify and document the identifying information security policies gaps.
  - Consultant shall determine what existing controls have been implemented to mitigate the risks.
3. Results and Risk Mitigation Recommendations
  - Consultant shall 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. One System Security Plan document (according to the provided template).
- b. One 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: \_\_\_\_\_.
- On or before 60 Business Days from project kickoff.

## 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>		
		<u>Yes Already Filed (Date Filed)</u>	<u>Yes Need to File</u>	<u>No</u>
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. 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	\$7,080
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>\$7,080</b>