



Purchase Order

Cleared
CSG
Dist. 5/12/2020 MN

Page: 1 of 6

Contains confidential information and unauthorized use or disclosure is prohibited by State law.

Employment Development Dept
EMPLOYMENT DEVELOPMENT
DEPARTMENT
722 CAPITOL MALL
SACRAMENTO CA 95814
United States

Dispatch Via Print		
Purchase Order 7100-0000006050	Date 05-01-2020	Revision
Payment Terms Net 45	Freight Terms FOB Destination-Freight PP/ADD	Ship Via COMMON
Buyer [REDACTED]	Phone [REDACTED]	Currency USD
LPA Contract ID: SLP-17-70-0184C		

Supplier: 0000011127
OPTIV SECURITY INC
[REDACTED]

Ship To: 7100000137
EMPLOYMENT
DEVELOPMENT
DEPARTMENT
[REDACTED]

Attention: Not Specified
Bill Code: 023336

Bill To: EMPLOYMENT
DEVELOPMENT
DEPARTMENT
[REDACTED]

Certification#:

Begin Date:

Expiration:

DVBE Begin Date:

Expiration:

Tax Exempt? N

Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Exabeam: 3 Year Exabeam Advanced Analytics and Threat Hunter Subscription Software License for 10,001 to 15,000 users		10001.00	EA	17.42	174217.42	05/01/2020
Contract ID: 00000000000000000000053924	Total Amount: 0.000 Total Quantity: 0.00	Version: 2	Contract Line: 1	Schedule Total Release: 1	174217.42	Category Line: 0	
			Amount Open: 0.000 Quantity Open: 0.0000				
				Item Total	174217.42		
2 - 1	2 Exabeam: Advanced AnalyticsPremium Support for 3Years EAA-Premium		1.00	EA	0.00	0.00	05/01/2020
Contract ID: 00000000000000000000053924	Total Amount: 0.000 Total Quantity: 0.00	Version: 2	Contract Line: 0	Schedule Total Release: 2	0.00	Category Line: 0	
			Amount Open: 0.000 Quantity Open: 0.0000				
				Item Total	0.00		
3 - 1	Exabeam: 3 Year Exabeam Case Manager Subscription Software License for 10,001 to 15,000 users		10001.00	EA	4.39	43904.39	05/11/2020

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with

: Authorizing Signature

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Certification#: Begin Date: Expiration: DVBE Begin Date: Expiration:

Tax Exempt? N	Line-Sch	Item/Description	Tax Exempt ID: Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
		Contract ID: 0000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total Release: 3	43904.39		
		Total Amount: 0.000		Amount Open: 0.000			Category Line: 0	
		Total Quantity: 0.00		Quantity Open: 0.0000				
					Item Total	43904.39		
4 - 1		Exabeam: 3 Year Exabeam Cloud Connectors Subscription Software License for 10,001 to 15,000 users		10001.00 EA		4.24	42404.24	05/11/2020
		Contract ID: 0000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total Release: 4	42404.24		
		Total Amount: 0.000		Amount Open: 0.000			Category Line: 0	
		Total Quantity: 0.00		Quantity Open: 0.0000				
					Item Total	42404.24		
5 - 1		Exabeam: Exabeam 3 Year Entity Analytics Subscription Software License for 10,001 to 15,000 assets.		14000.00 EA		3.88	54320.00	05/11/2020
		Contract ID: 0000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total Release: 5	54320.00		
		Total Amount: 0.000		Amount Open: 0.000			Category Line: 0	
		Total Quantity: 0.00		Quantity Open: 0.0000				
					Item Total	54320.00		

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Begin Date:

Expiration:

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Expiration:

Tax Exempt? N	Tax Exempt ID:		Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Sch	Item/Description	Mfg ID					
6 - 1	Exabeam: Exabeam EX2000 Physical Appliance Plus Two Additional Exabeam Extension Packs		7.00	EA	5685.50	39798.50	05/11/2020
					SUT Code: CAC-1381 (8.75%)	3482.37	
Contract ID: 00000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total Release: 6	43280.87	Category Line: 0		
Total Amount: 0.000		Amount Open: 0.000					
Total Quantity: 0.00		Quantity Open: 0.0000					
			Item Total		43280.87		
7 - 1	Exabeam: Exabeam EX4000 Physical Appliance		1.00	EA	0.00	0.00	05/11/2020
Contract ID: 00000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total Release: 7	0.00	Category Line: 0		
Total Amount: 0.000		Amount Open: 0.000					
Total Quantity: 0.00		Quantity Open: 0.0000					
			Item Total		0.00		
8 - 1	Exabeam: 3 Year Exabeam Incident Responder Software License for 10,001 to 15,000 users		10001.00	EA	4.45	44504.45	05/11/2020
			Schedule Total		44504.45		

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Tax Exempt? N	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Sch							
	Contract ID: 00000000000000000000000053924		Version: 2	Contract Line: 1	Release: 8	Category Line: 0	
	Total Amount: 0.000			Amount Open: 0.000			
	Total Quantity: 0.00			Quantity Open: 0.0000			
					Item Total	44504.45	
9 - 1	Exabeam: Incident Responder Premium Support for 3 Years		1.00	EA	67999.32	67999.32	05/01/2020
	Contract ID: 00000000000000000000000053924		Version: 2	Contract Line: 0	Schedule Total Release: 9	67999.32	
	Total Amount: 0.000			Amount Open: 0.000		Category Line: 0	
	Total Quantity: 0.00			Quantity Open: 0.0000			
					Item Total	67999.32	
10 - 1	Exabeam: Exabeam Quickstart ConfigurationSupport for Data Lake for 4 Weeks		2.00	EA	47840.40	95680.80	05/11/2020
	Contract ID: 00000000000000000000000053924		Version: 2	Contract Line: 1	Schedule Total Release: 10	95680.80	
	Total Amount: 0.000			Amount Open: 0.000		Category Line: 0	
	Total Quantity: 0.00			Quantity Open: 0.0000			
					Item Total	95680.80	
11 - 1	Exabeam: Quickstart Configuration Support for Incident Responder for 3 Weeks		1.00	EA	35880.30	35880.30	05/11/2020

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Tax Exempt? N	Tax Exempt ID:		Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Sch	Item/Description	Mfg ID					
Contract ID: 0000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total	Release: 11	35880.30		
Total Amount: 0.000		Amount Open: 0.000			Category Line: 0		
Total Quantity: 0.00		Quantity Open: 0.0000					
			Item Total		35880.30		
12 - 1	Exabeam: Quickstart Configuration Support for Advanced Analytics for 1 Week		1.00 EA		11957.02	11957.02	05/11/2020
Contract ID: 0000000000000000000053924	Version: 2	Contract Line: 1	Schedule Total	Release: 12	11957.02		
Total Amount: 0.000		Amount Open: 0.000			Category Line: 0		
Total Quantity: 0.00		Quantity Open: 0.0000					
			Item Total		11957.02		

Total SUT Code CAC-1381 (8.75%) 3482.37

Winning RFO Response

Term: May 1, 2020 through April 30, 2023

The following exhibits are attached as part of this agreement:

- Exhibit A Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Attachment B-1 Cost Detail
- Attachment B-2 Vendor Quote
- Exhibit C* General Terms and Conditions GSPD-401IT
- Exhibit D Special Terms and Conditions

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Begin Date:

Expiration:

DVBE Begin Date:

Expiration:

Tax Exempt? N	Tax Exempt ID:	Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Sch	Item/Description	Mfg ID				

Vendor is required to register all extended warranties on behalf of EDD. Email warranty information to ITwarranty@edd.ca.gov.

Items shown with and asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_401IT.pdf

This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and conditions set forth in that Agreement (LPA number referenced in the block above titled LPA Contract ID) are incorporated herin by reference as if set forth in full text.

Total PO Amount

614148 .81

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SMendes

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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractor will provide support and software maintenance in the event of both initial configuration set up and troubleshooting any break-fixes once deployed enterprise-wide in production. Failure of the Exabeam to provide support and maintenance will result in system downtime and not designed and configured in an optimal manner. The support will include software/firmware upgrades, patches and bug fixes for the Exabeam system. Critical support for Exabeam systems is 24/7 and response time 1 hour or less.
 - Exabeam will provide configuration support for the Exabeam software products: Advanced Analytics (including Threat Hunter), and Incident Responder (including Case Manager). The configuration support is to ensure the software is working properly and as intended based on EDD's purchase.
 - Advanced Analytics configuration support to: validate data sources are deployed accurately, validate log ingestion is deployed accurately and validate parsers have been deployed accurately.
 - Incident Responder configuration support to: Ingest incident sources, provide Case management setup, and provide SOAR integration and playbook configuration. As well as assist in tuning and troubleshooting.
2. The project representatives during the term of this agreement will be:

State Agency

Employment Development Department



Contractor

OPTIV

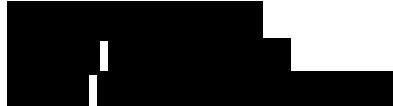


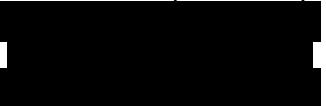
EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

In consideration of services performed, EDD agrees to pay the total amount of this Agreement, and shall not exceed, **One Million Eight Hundred Forty-Two Thousand Four Hundred Forty-Six Dollars and Forty-Six Cents (\$1,842,446.46)**.

Upon satisfactory completion of the work to be performed, invoices, in triplicate, in arrears may be forwarded monthly to the address shown below, for processing.

Employment Development Department


The invoice must reference the following:

- The EDD Contract Number M53924-7100
- Identifies services provided
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

The EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

Attachment B-1
(STANDARD AGREEMENT)
BUDGET DETAIL

Approval Date	ITAP ID	Description		Total Budgeted/ Remaining Amount	Total Actual Amount
	ISET Funds	Exabeam SW, HW, Support	FY 19/20	\$614,148.82	
	IT Overhead	Exabeam SW, HW, Support	FY 20/21	\$614,148.82	
	IT Overhead	Exabeam SW, HW, Support	FY 21/22	\$614,148.82	
TOTAL					\$1,842,446.46

Program	Cost Center	EC	Project/Activity Code	PO % Split by Expense Code	Amount
---------	-------------	----	-----------------------	----------------------------	--------

FY 2019/2020

	04590	616	691/100		\$ 570,867.94
	04590	663	691/100		\$ 43,280.88

Year 1 Total \$ 614,148.82

FY 2020/21

	04530	615	691/672		\$570,867.94
JS	04530	663	205/051	14.75%	\$6,383.93
UI/Tax	04530	663	210/051	33.32%	\$14,421.19
UI	04530	663	240/051	8.64%	\$3,739.47
PFL	04530	663	386/051	2.62%	\$1,133.96
WIA	04530	663	637/051	23.89%	\$10,339.80
DI	04530	663	638/051	4.79%	\$2,073.15
PIT	04530	663	640/051	0.00%	\$0.00
DI/Tax	04530	663	670/051	6.92%	\$2,995.04
BAF	04530	663	697/051	3.37%	\$1,458.57
PIT	04530	663	841/051	1.70%	\$735.77
				100%	\$ 43,280.88

Year 2 Total \$ 614,148.82

FY 2021/22

	04530	615	691/672		\$570,867.94
JS	04530	663	205/051	14.75%	\$6,383.93
UI/Tax	04530	663	210/051	33.32%	\$14,421.19
UI	04530	663	240/051	8.64%	\$3,739.47
PFL	04530	663	386/051	2.62%	\$1,133.96
WIA	04530	663	637/051	23.89%	\$10,339.80
DI	04530	663	638/051	4.79%	\$2,073.15
PIT	04530	663	640/051	0.00%	\$0.00
DI/Tax	04530	663	670/051	6.92%	\$2,995.04
BAF	04530	663	697/051	3.37%	\$1,458.57
PIT	04530	663	841/051	1.70%	\$735.77
				100%	\$ 43,280.88

Year 3 Total \$ 614,148.82

GRAND TOTAL \$ 1,842,446.46

Previous Budget Spent

**Attachment B-2
(STANDARD AGREEMENT)
Vendor Quote**

EDD Contract No. M53924-7100
EDD/Optiv Security Inc.
Page 1 of 4



Date: 4/16/2020

Expiration: 4/15/2020

Quote#: 1288868-7
Payment Terms: Net 45
Tax ID: 43-1806449
Internal Reference#: Q-668953

From:

To:
California Employment Development Department
[REDACTED]
[REDACTED]
[REDACTED]
US
[REDACTED]
[REDACTED]

Client Operations Specialist:
[REDACTED]
[REDACTED]
[REDACTED]

Remit Payment:
PO Box 28216 Network Place
Chicago, IL 60673-1282

Total for Year 1

Line #	Product Description	Product Code	QTY	Customer Price	Customer Extended Price	Contract Vehicle
1	Exabeam: 3 Year Exabeam Advanced Analytics and Threat Hunter Subscription Software License for 10,001 to 15,000 users	EAT-10001-15000-SB-3-YR	10,001	USD 17.42	USD 174,217.42	SLP-17-70-0184C - Exabeam
2	Exabeam: Advanced AnalyticsPremium Support for 3Years	EAA-Premium Support-3-YR	1	USD 0.00	USD 0.00	SLP-17-70-0184C - Exabeam
3	Exabeam: 3 Year Exabeam Case Manager Subscription Software License for 10,001 to 15,000 users	ECM-10001-15000-SB-3-YR	10,001	USD 4.39	USD 43,904.39	SLP-17-70-0184C - Exabeam
4	Exabeam: 3 Year Exabeam Cloud Connectors Subscription Software License for 10,001 to 15,000 users	ECC-10001-15000-SB-3-YR	10,001	USD 4.24	USD 42,404.24	SLP-17-70-0184C - Exabeam
5	Exabeam: Exabeam 3 Year Entity Analytics Subscription Software License for 10,001 to 15,000 assets.	EEA-10001-15000-SB-3-YR	14,000	USD 3.88	USD 54,320.00	SLP-17-70-0184C - Exabeam

Attachment B-2
(STANDARD AGREEMENT)
Vendor Quote

EDD Contract No. M53924-7100
 EDD/Optiv Security Inc.
 Page 2 of 4

Line #	Product Description	Product Code	QTY	Customer Price	Customer Extended Price	Contract Vehicle
6	Exabeam: Exabeam EX2000 Physical Appliance Plus TwoAdditional Exabeam Extension Packs	EX2000-EXT-2-P	7	USD 5,685.50	USD 39,798.50	SLP-17-70-0184C - Exabeam
7	Exabeam: Exabeam EX4000 Physical Appliance	EX4000-P	1	USD 0.00	USD 0.00	SLP-17-70-0184C - Exabeam
8	Exabeam: 3 Year Exabeam Incident Responder Software License for 10,001 to 15,000 users	IRR-10001-15000-SB-3-YR	10,001	USD 4.45	USD 44,504.45	SLP-17-70-0184C - Exabeam
9	Exabeam: Incident ResponderPremium Support for 3Years	EIR-Premium Support-3-YR	1	USD 67,999.32	USD 67,999.32	SLP-17-70-0184C - Exabeam
10	Exabeam: Exabeam Quickstart ConfigurationSupport for Data Lake for 4 Weeks	CSS-EDL-4 WK	2	USD 47,840.40	USD 95,680.80	SLP-17-70-0184C - Exabeam
11	Exabeam: Quickstart Configuration Support for Incident Responder for 3 Weeks	CSS-IRR-3 WK	1	USD 35,880.30	USD 35,880.30	SLP-17-70-0184C - Exabeam
12	Exabeam: Quickstart Configuration Support for Advanced Analytics for 1 Week	CSS-AA-1WK	1	USD 11,957.02	USD 11,957.02	SLP-17-70-0184C - Exabeam
Total for Year 1 TOTAL:						USD 610,666.44

Total for Year 2						
Line #	Product Description	Product Code	QTY	Customer Price	Customer Extended Price	Contract Vehicle
13	Exabeam: 3 Year Exabeam Advanced Analytics and Threat Hunter Subscription Software License for 10,001 to 15,000 users	EAT-10001-15000-SB-3-YR	10,001	USD 17.42	USD 174,217.42	SLP-17-70-0184C - Exabeam
14	Exabeam: Advanced AnalyticsPremium Support for 3Years	EAA-Premium Support-3-YR	1	USD 102,113.98	USD 102,113.98	SLP-17-70-0184C - Exabeam
15	Exabeam: 3 Year Exabeam Case Manager Subscription Software License for 10,001 to 15,000 users	ECM-10001-15000-SB-3-YR	10,001	USD 4.39	USD 43,904.39	SLP-17-70-0184C - Exabeam
16	Exabeam: 3 Year Exabeam Cloud Connectors Subscription Software License for 10,001 to 15,000 users	ECC-10001-15000-SB-3-YR	10,001	USD 4.24	USD 42,404.24	SLP-17-70-0184C - Exabeam

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EDD Contract No. M53924-7100
 EDD/Optiv Security Inc.
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17	Exabeam: Exabeam 3 Year Entity Analytics Subscription Software License for 10,001 to 15,000 assets.	EEA-10001-15000-SB-3-YR	14,000	USD 3.88	USD 54,320.00	SLP-17-70-0184C - Exabeam
18	Exabeam: Exabeam EX2000 Physical Appliance Plus TwoAdditional Exabeam Extension Packs	EX2000-EXT-2-P	7	USD 5,685.50	USD 39,798.50	SLP-17-70-0184C - Exabeam
19	Exabeam: Exabeam EX4000 Physical Appliance	EX4000-P	1	USD 0.00	USD 0.00	SLP-17-70-0184C - Exabeam
20	Exabeam: 3 Year Exabeam Incident Responder Software License for 10,001 to 15,000 users	IRR-10001-15000-SB-3-YR	10,001	USD 8.59	USD 85,908.59	SLP-17-70-0184C - Exabeam
21	Exabeam: Incident ResponderPremium Support for 3Years	EIR-Premium Support-3-YR	1	USD 67,999.32	USD 67,999.32	SLP-17-70-0184C - Exabeam
Total for Year 2 TOTAL:						USD 610,666.44

Total for Year 3						
Line #	Product Description	Product Code	QTY	Customer Price	Customer Extended Price	Contract Vehicle
22	Exabeam: 3 Year Exabeam Advanced Analytics and Threat Hunter Subscription Software License for 10,001 to 15,000 users	EAT-10001-15000-SB-3-YR	10,001	USD 17.42	USD 174,217.42	SLP-17-70-0184C - Exabeam
23	Exabeam: Advanced AnalyticsPremium Support for 3Years	EAA-Premium Support-3-YR	1	USD 102,113.98	USD 102,113.98	SLP-17-70-0184C - Exabeam
24	Exabeam: 3 Year Exabeam Case Manager Subscription Software License for 10,001 to 15,000 users	ECM-10001-15000-SB-3-YR	10,001	USD 4.39	USD 43,904.39	SLP-17-70-0184C - Exabeam
25	Exabeam: 3 Year Exabeam Cloud Connectors Subscription Software License for 10,001 to 15,000 users	ECC-10001-15000-SB-3-YR	10,001	USD 4.24	USD 42,404.24	SLP-17-70-0184C - Exabeam
26	Exabeam: Exabeam 3 Year Entity Analytics Subscription Software License for 10,001 to 15,000 assets.	EEA-10001-15000-SB-3-YR	14,000	USD 3.88	USD 54,320.00	SLP-17-70-0184C - Exabeam
27	Exabeam: Exabeam EX2000 Physical Appliance Plus TwoAdditional Exabeam Extension Packs	EX2000-EXT-2-P	7	USD 5,685.50	USD 39,798.50	SLP-17-70-0184C - Exabeam

Attachment B-2
(STANDARD AGREEMENT)
Vendor Quote

EDD Contract No. M53924-7100
 EDD/Optiv Security Inc.
 Page 4 of 4

Line #	Product Description	Product Code	QTY	Customer Price	Customer Extended Price	Contract Vehicle
28	Exabeam: Exabeam EX4000 Physical Appliance	EX4000-P	1	USD 0.00	USD 0.00	SLP-17-70-0184C - Exabeam
29	Exabeam: 3 Year Exabeam Incident Responder Software License for 10,001 to 15,000 users	IRR-10001-15000-SB-3-YR	10,001	USD 8.59	USD 85,908.59	SLP-17-70-0184C - Exabeam
30	Exabeam: Incident ResponderPremium Support for 3Years	EIR-Premium Support-3-YR	1	USD 67,999.32	USD 67,999.32	SLP-17-70-0184C - Exabeam
Total for Year 3 TOTAL:						USD 610,666.44

Upon receipt of PO for \$1,842,446.46 Optiv will invoice annually per the following schedule:

1st Year Payment : \$614,148.82
 2nd Year Payment :\$614,148.82
 3rd Year Payment : \$614,148.82

Subtotal: USD 1,831,999.32
Estimated Tax: USD 10,447.14
Estimated Shipping: USD 0.00
Grand Total: **USD 1,842,446.46**

Sales Quote Terms and Conditions

This Sales Quote and the Client's purchase of the Products listed in this Sales Quote are subject to and shall be governed by (i) the Sales Quote Terms and Conditions and (ii) the Data Processing Terms and Conditions, both available at <http://www.optiv.com/agreements>

Optiv Security Inc., 1144 15th Street, Suite 2900, Denver, CO 80202 United States

EULA Statements (if applicable)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., earthquakes, floods, and other natural disasters) such that performance is impossible.

2. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37 and 38.

3. Termination

This Agreement may be terminated by EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

3. Settlement of Disputes

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.