



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1913454
 Procurement Type: Central Master Agreement
 Vendor ID:
 Legal Name: Interclipse, Inc.
 Alias/DBA:
 Total Bid: \$964,791.32
 Response Date:
 Response Time:
 Responded By User ID:
 First Name:
 Last Name:
 Email:
 Phone:

SO Doc Code: CRFQ
 SO Dept: 0323
 SO Doc ID: WWV2600000002
 Published Date: 3/25/26
 Close Date: 4/1/26
 Close Time: 13:30
 Status: Closed
 Solicitation Description:
 Total of Header Attachments: 2
 Total of All Attachments: 2



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1913454
Solicitation Description: IWR System Maintenance & Support
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-04-01 13:30	SR 0323 ESR04012600000006613	1

VENDOR
 VS0000051446
 Interclipse, Inc.

Solicitation Number: CRFQ 0323 WWV2600000002
Total Bid: 964791.3199999999487772583961 **Response Date:** 2026-04-01 **Response Time:** 12:20:33
Comments:

FOR INFORMATION CONTACT THE BUYER
 Brandon L Barr
 304-558-2652
 brandon.l.barr@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	IWR System Maintenance and support Services				964791.32

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Please see Exhibit A pricing page

**Exhibit A Cost Sheet for Maintenance and Support Services
for an Interactive Web Response (IWR) System**

Revised 4/1/2026 14:21

ITEMS INVOLVED IN THE MAINTENANCE AND SUPPORT FOR THE SYSTEM				
<i>NOTE: Qualifications under 3 in the RFQ apply to Maintenance & Support, Secondary System, and Custom Programming.</i>				
Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
Maintenance & Support for the System - Reference the RFQ Sections 4.1.4, 4.1.6				
Maintenance & Support - Year 1	each	1	\$ 157,980.00	\$ 157,980.00
Maintenance & Support - Year 2		1	\$ 164,299.20	\$ 164,299.20
Maintenance & Support - Year 3		1	\$ 170,871.17	\$ 170,871.17
Maintenance & Support - Year 4		1	\$ 177,706.01	\$ 177,706.01
Subtotal for A. Maintenance & Support for Production System			\$	670,856.38
Disaster Plan (Secondary System) - Reference the RFQ Sections 4.1.14				
Maintenance & Support - Year 1	each	1	\$ 29,687.50	\$ 29,687.50
Maintenance & Support - Year 2		1	\$ 30,875.00	\$ 30,875.00
Maintenance & Support - Year 3		1	\$ 32,110.00	\$ 32,110.00
Maintenance & Support - Year 4		1	\$ 33,394.40	\$ 33,394.40
Subtotal for B. Maintenance & Support for Secondary System			\$	126,066.90
Professional services pertains to development work, additional training, or other work on an annual basis. - Reference the RFQ Section 4.1.15				
Professional services - Year 1	hours	300	\$ 133.75	\$ 40,125.00
Professional services - Year 2		300	\$ 137.76	\$ 41,328.75
Professional services - Year 3		300	\$ 141.90	\$ 42,568.61
Professional services - Year 4		300	\$ 146.15	\$ 43,845.67
Subtotal for C. Custom Programming			\$	167,868.03
GRAND TOTAL FOR ALL AREAS OF MAINTENANCE & SUPPORT				\$ 964,791.32

Instructions for completing the above Cost Sheet. The excel spreadsheet has been formatted to automatically provide the Subtotals and Grand Total. You will enter the cost associated with each Section as well as each year (1-4). Please make sure you have entered costs in each line.

Professional service hours are estimated hours for bid submission only. No other fees will be allowed that are not included on Exhibit A.

Do not alter this cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so may result in disqualification of your bid.



TECHNICAL RESPONSE

CRFQ WWV2600000002

Interactive Web Response (IWR) System Maintenance & Support Services

WorkForce West Virginia

Submitted by: Interclypse, Inc.

10170 Junction Dr, Suite 435, Annapolis Junction, MD 20701

Contact: Brian Walsh, President

brian.walsh@interclypse.us

1. EXECUTIVE SUMMARY

Interclypse, Inc. is pleased to submit this technical response to CRFQ WWV2600000002 for the maintenance and support of WorkForce West Virginia's Interactive Web Response (IWR) system. Interclypse is a Maryland-based technology services firm with deep expertise in government web application development, maintenance, and infrastructure operations. We propose a five-person team whose combined qualifications provide complete coverage of every mandatory requirement specified in Sections 3 and 4 of the solicitation.

The IWR system is a mission-critical platform that processed 365,807 weekly certifications and 49,171 initial claims in CY2024, maintaining 99% uptime. Its technology stack—ASP.NET 4.5, C#, .NET Framework, IIS, SQL Server 2019, jQuery/JavaScript, and Quartz.NET batch scheduling—demands a team with both breadth across the full stack and depth in each component. Interclypse's proposed team delivers exactly this combination, drawing from current, hands-on experience maintaining architecturally analogous state government web applications.

Our team is led by Nicholas Butt as Designated Contract Manager and includes four senior technical professionals: Brian Walsh (Software Architect), Arun Krishnan (Senior Software Developer), Mark Bamundo (Lead Software Engineer), and Julio Valcarcel (Senior Systems Administrator). Together, they bring over 70 years of combined SDLC experience across every technology in the IWR stack, with specific expertise in unemployment compensation systems, state government .NET/SQL Server platforms, infrastructure operations, disaster recovery, and NIST security compliance.

Interclypse's delivery is governed by the **Interclypse Center of Excellence (InCOE™)**, our integrated management framework comprising three pillars: **DoneRight™**, our proprietary Agile development methodology that drives sprint-based delivery toward Mission-Focused Outcomes; **InSync™**, our proactive communication framework ensuring consistent collaboration aligned to customer expectations; and **Interclypse Spark™**, our talent acquisition and development program. These proven, interdependent frameworks ensure that every engagement is delivered with mission accountability, transparent communication, and top-tier talent—principles we will apply throughout the IWR contract.

2. VENDOR QUALIFICATIONS

The solicitation's Section 3 establishes minimum vendor qualifications across four areas. Interclypse's proposed team meets or exceeds every requirement, as detailed below.

2.1 Section 3.1 — Seven or More Years of SDLC Experience

Every member of the proposed team exceeds the seven-year minimum for systems development life cycle experience. Nicholas Butt brings 15+ years of SDLC experience spanning project management, software development, and systems integration. Brian Walsh contributes 25+ years as a software architect across commercial and government systems. Arun Krishnan provides 13+ years of full-stack development experience. Mark Bamundo brings 10+ years as a full-stack engineer and development lead. Julio Valcarcel offers 10+ years of infrastructure and systems administration experience within SDLC environments. The team's combined depth ensures continuity and knowledge redundancy across all phases of the software development life cycle.

2.2 Section 3.2 — .NET Framework, C#, Visual Studio, and SOAP/Web Services



The solicitation requires five or more years of experience with ASP.NET 4.0+, C#, Visual Studio, and SOAP/REST web services. Three team members provide direct, deep coverage of this requirement:

- **Brian Walsh** — 25+ years of .NET development experience, including architecture of enterprise-grade ASP.NET applications with C#, Visual Studio, and web service integrations.
- **Arun Krishnan** — 13+ years of C#/.NET Framework development, currently building and maintaining unemployment compensation systems using the exact technology stack specified in the solicitation (ASP.NET, C#, SQL Server, jQuery/JavaScript).
- **Mark Bamundo** — 10+ years of C#/.NET Framework/ASP.NET development. Currently serves as Lead Software Engineer on Maryland's MDCAPS platform, a state government ASP.NET/C#/SQL Server/IIS application architecturally analogous to the IWR system.

Nicholas Butt and Julio Valcarcel contribute supplementary .NET experience through their respective roles on MDCAPS and infrastructure support for .NET-based systems.

2.3 Section 3.3 — IIS, SQL Server 2019, and Job Scheduling

This requirement calls for three or more years of experience with IIS web server administration, Microsoft SQL Server 2019, and Quartz.NET job scheduling. The team addresses each component through complementary expertise:

- **SQL Server:** Four team members (Walsh, Krishnan, Bamundo, Valcarcel) have extensive SQL Server experience including SSMS, T-SQL query development, stored procedures, and database administration. Bamundo and Valcarcel work daily with SQL Server in production state government environments.
- **IIS:** Julio Valcarcel provides 10+ years of IIS web server administration, including configuration, SSL certificate management, application pool optimization, and troubleshooting. Mark Bamundo and Arun Krishnan develop and deploy to IIS environments as part of their current roles.
- **Job Scheduling:** Mark Bamundo designs, develops, monitors, and optimizes batch jobs and scheduled tasks on MDCAPS using SQL Server Agent, CRON, and Windows Task Scheduler—functionally equivalent mechanisms to Quartz.NET that serve the same purpose of automating batch processing in .NET/SQL Server environments. The team will complete Quartz.NET-specific familiarization prior to contract start to ensure seamless transition to the IWR's specific scheduling implementation.

The SQL Server 2019 CU20 version referenced in the solicitation reflects the current production environment rather than a unique skill requirement. The team's broad SQL Server expertise transfers directly.

2.4 Section 3.4 — SAN, VMware, and Network Equipment

Julio Valcarcel single-handedly satisfies this requirement with 10+ years of hands-on experience administering SAN storage arrays, VMware ESXi/vCenter virtualization environments, and enterprise network equipment including Cisco switches, routers, and firewalls. Per Addendum No. 1 (Q14), two of the three IWR servers are non-virtualized stand-alone modern Dell systems, and Valcarcel's experience spans both physical and virtualized server environments.

3. MANDATORY REQUIREMENTS

Section 4 of the solicitation defines the operational, security, and support requirements for the IWR system. Interclipse's approach to each mandatory requirement area is described below.

3.1 Section 4.1.1.1 — Unemployment Compensation Web System Experience

The solicitation requires a minimum of two persons with two or more years of experience supporting unemployment compensation (UC) web-based response systems. Interclipse provides exactly this coverage through two team members with direct UC system experience:

- **Brian Walsh** — Architect of a comprehensive UI product suite for unemployment insurance, including claims processing, employer services, and benefit management systems built on .NET/SQL Server technology stacks.
- **Arun Krishnan** — Senior developer at Equifax Workforce Solutions, where he builds and maintains UC systems that process unemployment claims, employer verifications, and compliance reporting using C#, ASP.NET, SQL Server, and jQuery/JavaScript—the same technology stack as the IWR.



Both Walsh and Krishnan understand the unique business logic, regulatory requirements, and data flows inherent in unemployment compensation systems, including claims adjudication, weekly certification processing, employer response handling, and integration with federal and state reporting systems.

3.2 Section 4.1.4 — Patch Management

The solicitation requires application of critical patches within 14 calendar days, high-priority patches within 7 calendar days, and zero-day vulnerability patches within 24 hours of vendor release. Julio Valcarcel manages patch operations for Interclipse's existing government contracts and will serve as the primary patch management lead for the IWR. His approach includes maintaining a patch testing protocol in the vendor-provided test environment (per Section 4.1.15.6), staged deployment with rollback procedures, and documentation of all patching activities in accordance with Section 4.1.11 requirements. The team's familiarity with IIS, SQL Server, and Windows Server patching ensures compliance with all specified timelines.

3.3 Section 4.1.5 — NIST Security Compliance

The IWR must be maintained in compliance with NIST SP 800-123 (Server Security) and NIST SP 800-44 (Web Server Security). **Julio Valcarcel** brings direct experience implementing NIST SP 800-171 security controls for government systems, which encompasses and exceeds the requirements of both SP 800-123 and SP 800-44. His security hardening practices include system configuration baselines, access control enforcement, audit logging, and continuous monitoring—all directly applicable to the IWR's security posture requirements.

3.4 Section 4.1.8 — Audit Log Integrity and Log Shipping

Maintaining the integrity of audit logs and implementing log shipping for compliance and forensic purposes is a core requirement for the IWR. Julio Valcarcel has implemented and managed ELK Stack (Elasticsearch, Logstash, Kibana) deployments for centralized log aggregation, analysis, and integrity monitoring on government systems. Mark Bamundo maintains robust logging and auditing mechanisms within MDCAPS, supporting data integrity and compliance requirements. The team will implement log shipping, integrity verification, and retention policies consistent with WorkForce West Virginia's requirements and NIST guidelines.

3.5 Section 4.1.10 — Configuration Management

Interclipse employs industry-standard configuration management practices across all engagements. The team uses Git for version control, with branching strategies that support parallel development, code review, and controlled releases. Mark Bamundo and Arun Krishnan bring specific experience with Jenkins CI/CD pipelines, SonarQube static analysis, and Docker-based deployment workflows. All code changes, configuration modifications, and deployment activities will be tracked, versioned, and documented per Section 4.1.11 requirements.

3.6 Section 4.1.11 — Documentation

The team will maintain comprehensive documentation for all system modifications, operational procedures, and support activities. Nicholas Butt, as Contract Manager, will ensure documentation standards are met across all deliverables. The team's current practice on MDCAPS and other government contracts includes maintaining documentation in Atlassian Confluence, producing user manuals, system administration guides, and development process documentation. All documentation will be delivered in formats specified by WorkForce West Virginia.

3.7 Section 4.1.13 — Support Services and SLAs

The solicitation defines support tiers with specific response and resolution timelines. Based on Addendum No. 1 (Q2), the IWR currently generates approximately one to three support tickets per month with no existing backlog—indicating a stable, well-maintained system. Interclipse's support approach includes:

- **Tier 1 (Critical):** System-down or data-loss scenarios will receive immediate response within the SLA-specified timeframe, with Julio Valcarcel as primary infrastructure responder and the development team available for application-layer issues.



- **Tier 2 (High):** Functional defects affecting business operations will be triaged and addressed within SLA timelines, with root cause analysis documented for each resolution.
- **Tier 3 (Standard):** Enhancement requests and non-critical issues will be scheduled into the team's Agile sprint cadence, consistent with Addendum No. 1 (Q8) confirmation that WorkForce West Virginia prefers Agile methodology.

All support activities will be managed through Interclipse's **DoneRight™** methodology, which is tailored to reflect Agile principles and is framework-agnostic by design—supporting Scrum, Kanban, or hybrid approaches based on the customer's preference. For the IWR's operations and maintenance context, DoneRight™ will operate primarily in a Kanban-based continuous flow model for reactive support tickets, with sprint-based Scrum delivery for planned enhancements under Section 4.1.15. DoneRight™'s five phases—Planning, Designing, Developing, Testing, and Reviewing—ensure that every change to the IWR system is traceable, tested, and validated against an agreed-upon Definition of Done before deployment to production.

The team's low ticket volume expectation allows for proactive system monitoring, preventive maintenance, and continuous improvement activities alongside reactive support.

3.8 Section 4.1.14 — Disaster Recovery

The solicitation requires backup procedures, an 8-hour Recovery Time Objective (RTO), and failover capability to a geographically separate disaster recovery facility. Per Addendum No. 1 (Q14), the current DR environment uses Active-Passive SQL clustering with Log Shipping, Barracuda backups, and a site-to-site VPN connection to the DR facility, which is managed by the current hosting vendor. The government has also indicated openness to alternative DR plans (Q28).

Julio Valcarcel will serve as the DR lead, bringing direct experience designing and testing disaster recovery procedures for government systems. His approach includes: maintaining and testing backup schedules (full, differential, and transaction log backups), validating SQL Server Log Shipping and Active-Passive cluster failover procedures, conducting periodic DR drills to verify the 8-hour RTO is achievable, and documenting recovery procedures for all system components. The team will work within the existing DR infrastructure while identifying opportunities for improvement where appropriate.

3.9 Section 4.1.15 — Custom Programming and Enhancement Services

Section 4.1.15 allocates 300 hours per year for custom programming to support system enhancements, legislative changes, and new feature development. Per Addendum No. 1 (Q6), professional services have historically been used for software enhancements. Interclipse will execute all custom programming engagements through the **DoneRight™** methodology, organizing each enhancement around **Mission-Focused Outcomes (MFOs)**—jointly agreed-upon milestones that define success in terms of suitability (does the feature do the job the mission needs?) and reliability (can it perform when the mission needs it to?). This outcome-driven approach ensures that the 300 allocated hours deliver maximum mission value rather than just code output. Interclipse's development team provides deep capacity for this requirement:

- **Nicholas Butt (Project Manager)** — Will manage all custom programming engagements, defining requirements, tracking progress, and ensuring deliverables meet acceptance criteria. Butt's program management experience on MDCAPS provides direct familiarity with state government change request processes.
- **Brian Walsh (Architect)** — Will provide architectural oversight for all system modifications, ensuring changes maintain system integrity, performance, and security compliance.
- **Arun Krishnan (Senior Developer)** — Will execute development tasks across the IWR's ASP.NET/C#/SQL Server/jQuery stack, drawing from his current daily work on an architecturally identical UC system technology stack.
- **Mark Bamundo (Lead Developer)** — Will serve as development lead for complex enhancements, bringing his MDCAPS experience with C#/.NET/React/SQL Server state government application development, including SFTP-based batch file processing that directly parallels the IWR's mainframe VSAM data transfer operations.
- **Julio Valcarcel (Infrastructure)** — Will support deployment, environment configuration, and infrastructure changes required for custom programming deliverables.

3.10 Section 4.1.15.3 — Spanish Translation Capability



The solicitation requires the capability to provide Spanish translation for system changes involving modifications to user-facing prompts. **Mark Bamundo** has implemented an automated translation library for a potential future iteration of the MHEC OneApp, a state government application administered by the Maryland Higher Education Commission. This hands-on experience with internationalization (i18n) and automated translation in a state government web application context provides the team with the technical capability to implement Spanish translation for IWR user-facing changes. For production translation quality assurance, Interclipse will engage professional translation review services as appropriate.

3.11 Section 4.1.15.6 — Test Environment

Per Addendum No. 1 (Q16), the government does not provide a test environment; the vendor is responsible for maintaining one per Section 4.1.15.6. Interclipse will provision and maintain a dedicated test environment that mirrors the IWR production configuration (ASP.NET/IIS/SQL Server), enabling thorough testing of all patches, custom programming deliverables, and configuration changes prior to production deployment. This test environment will also support the patch management testing protocol described in Section 3.2 above.

4. INFRASTRUCTURE AND SECURITY OPERATIONS

The IWR's infrastructure requirements span server administration, network security, monitoring, and compliance. Julio Valcarcel serves as the primary resource for all infrastructure and security operations, with supporting capabilities from the development team.

4.1 Server and Network Administration

Valcarcel brings 10+ years of experience administering Windows Server environments, IIS web servers, SQL Server database engines, SAN storage, VMware virtualization, and enterprise network equipment. Per Addendum No. 1 (Q14), the IWR operates on non-virtualized stand-alone modern Dell servers with IPMI monitoring—a configuration Valcarcel is fully equipped to manage. His responsibilities will include server health monitoring via IPMI and supplementary tools, IIS application pool management and SSL certificate administration, SQL Server performance monitoring and optimization, network equipment configuration and security hardening, and SAN storage management.

4.2 Security and Compliance (Sections 4.1.5, 4.1.6, 4.1.7)

Valcarcel's NIST SP 800-171 implementation experience directly addresses the IWR's NIST SP 800-123 and SP 800-44 compliance requirements. The team will maintain security baselines for all system components, conduct regular vulnerability assessments, enforce access controls consistent with the principle of least privilege, and ensure all security-related activities are documented for audit purposes. The team will comply with all requirements of Exhibit C (State of West Virginia Confidentiality Policies and Information Security Accountability Requirements).

5. CONTRACT MANAGEMENT AND COMMUNICATION (SECTION 11.1)

Nicholas Butt will serve as the Designated Contract Manager for this engagement. Butt currently manages the Interclipse MDCAPS contract with the Maryland Higher Education Commission, providing direct experience with state government contract administration, stakeholder communication, deliverable tracking, and compliance reporting. As Contract Manager, Butt will serve as the single point of contact for WorkForce West Virginia, manage all contract deliverables, milestones, and reporting requirements, coordinate team resources and ensure SLA compliance, facilitate Agile sprint planning and prioritization in collaboration with the government's designated representative, and provide regular status reporting on maintenance activities, support tickets, and custom programming engagements.

All stakeholder communication will be governed by Interclipse's **InSync™ Proactive Communication Framework**, which is built on the foundational belief that missed or reactive communication is the root cause of most program failures. InSync™ operates across three phases:

- **Get InSync:** At contract kickoff and the start of each major engagement, Butt will establish shared understanding of objectives, outcomes, and the Definition of Done with all WorkForce West Virginia stakeholders before work begins. This includes identifying the audience, providing context using specific identifiers, and starting with "why" to ensure every team member and stakeholder understands the purpose behind each task.



- **Verify InSync:** Before execution begins on any enhancement, support resolution, or operational change, the team will confirm alignment by having recipients explain objectives and expected outcomes in their own words. If a communication gap is identified, the team accepts responsibility and clarifies—eliminating costly rework and misaligned deliverables.
- **Remain InSync:** Throughout the contract lifecycle, the team will sustain honest, transparent communication through structured meeting cadences with advance agendas and documented action items, verbal escalation of significant risks followed by written documentation within 24 hours, and regular sprint reviews and customer demonstrations that keep WorkForce West Virginia informed and engaged.

InSync™ is not a standalone communication policy—it is embedded in Interclipse’s culture and taught to all team members through our Professional Development Program, ensuring consistent application regardless of personnel changes over the contract’s multi-year term.

6. TRANSITION AND KNOWLEDGE TRANSFER

Interclipse recognizes that a successful transition is critical to maintaining the IWR’s 99% uptime and uninterrupted service to West Virginia claimants. The transition period will begin with a formal **Get InSync** session between the Interclipse team and WorkForce West Virginia stakeholders to establish shared objectives, success criteria, and communication cadences for the transition. While Addendum No. 1 (Q20) indicates there is no contractual obligation for the incumbent to provide knowledge transfer, Interclipse’s transition approach does not depend on incumbent cooperation. Our plan includes:

- **Documentation Review:** Thorough review of all system documentation provided by WorkForce West Virginia upon contract award, including architecture diagrams, database schemas, deployment procedures, and operational runbooks.
- **Environment Familiarization:** Systematic walkthrough of the production and DR environments, including server configurations, network topology, backup schedules, and monitoring tools.
- **Codebase Analysis:** Comprehensive review of the IWR application source code, database schemas, stored procedures, Quartz.NET job configurations, and SFTP batch processing routines by Walsh (architecture), Krishnan and Bamundo (application logic), and Valcarcel (infrastructure).
- **Test Environment Provisioning:** Immediate setup of the vendor-provided test environment to enable safe exploration and validation of system behavior without risk to production.
- **Presence Technology Familiarization:** The team will familiarize themselves with Presence Technology’s IVR integration prior to contract start, ensuring readiness to support the IWR’s interactive voice response components.

The team’s existing experience with architecturally analogous systems—particularly Butt’s and Bamundo’s current work on MDCAPS (ASP.NET/IIS/SQL Server) and Krishnan’s UC system development at Equifax—significantly reduces the learning curve and transition risk.

7. PROPOSED TEAM SUMMARY

The following table summarizes each team member’s role and primary contribution areas. Detailed resumes for all five team members are provided as attachments to this proposal.

Nicholas Butt — Designated Contract Manager / Program Manager

15+ years SDLC experience. Currently manages the Interclipse MDCAPS contract for the Maryland Higher Education Commission. Provides program/project management, stakeholder communication, and contract administration. Primary coverage: Sections 3.1, 4.1.11, 4.1.15 (PM), 11.1.

Brian Walsh — Software Architect

25+ years SDLC experience. Architect of unemployment insurance product suites including claims processing and employer services systems. Provides architectural oversight, .NET/C# expertise, and UC domain knowledge. Primary coverage: Sections 3.1, 3.2, 4.1.1.1, 4.1.15 (Architecture).



Arun Krishnan — Senior Software Developer

13+ years SDLC experience. Senior developer at Equifax Workforce Solutions building UC systems on C#/ASP.NET/SQL Server/jQuery—the exact IWR technology stack. Provides core development capacity and UC system expertise. Primary coverage: Sections 3.1, 3.2, 3.3, 4.1.1.1, 4.1.15 (Development).

Mark Bamundo — Lead Software Engineer

10+ years SDLC experience. Lead Software Engineer on Maryland's MDCAPS platform (ASP.NET/C#/SQL Server/IIS). Provides lead development capacity, batch job scheduling expertise (SQL Server Agent, CRON, Windows Task Scheduler), SFTP batch processing, and automated translation implementation experience. Primary coverage: Sections 3.1, 3.2, 3.3, 4.1.8, 4.1.15 (Lead Development), 4.1.15.3 (Spanish Translation).

Julio Valcarcel — Senior Systems Administrator

10+ years SDLC and infrastructure experience. Manages Windows Server, IIS, SQL Server, SAN, VMware, and network security for government systems. NIST SP 800-171 implementation experience. Provides all infrastructure, DR, patching, security, and compliance capabilities. Primary coverage: Sections 3.3, 3.4, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.14, 4.1.15 (Infrastructure).

8. CONCLUSION

Interclipse's proposed five-person team provides comprehensive, verified coverage of every mandatory requirement in CRFQ WWV2600000002. The team combines deep unemployment compensation system expertise (Walsh, Krishnan), proven state government ASP.NET/SQL Server application development and management experience (Butt, Bamundo, Krishnan), and enterprise-grade infrastructure and security operations capability (Valcarcel) into a cohesive unit capable of maintaining, supporting, and enhancing the IWR system from day one.

Our team's current, hands-on experience with architecturally analogous state government platforms—particularly MDCAPS and Equifax's UC systems—means that the IWR's technology stack, operational patterns, and support requirements are familiar territory, not a learning exercise. Backed by the Interclipse Center of Excellence (InCOE™)—with **DoneRight™** driving outcome-focused Agile delivery and **InSync™** ensuring proactive, transparent communication at every stage—Interclipse is fully prepared to deliver reliable, responsive, and expert maintenance and support services for the IWR system throughout the contract period and all renewal terms.



APPENDICES

Personnel Resumes, Teaming Agreement, and Required Forms

Appendix A:	Brian Walsh — President / Software Architect
Appendix B:	Nicholas Butt — Designated Contract Manager / Program Manager
Appendix C:	Arun Krishnan — Senior Software Developer (DTek Consulting)
Appendix D:	Mark Bamundo — Lead Software Engineer
Appendix E:	Julio Valcarcel — Senior Systems Administrator
Appendix F:	DTek Consulting — Exclusive Teaming Agreement
Appendix G:	Addendum No. 1 — Signed
Appendix H:	Exhibit B — Contractor Management
Appendix I:	Federal Funds Contract Clause Addendum



APPENDIX A

Brian Walsh — President / Software Architect

IWR System Maintenance & Support — Personnel Resume



BRIAN E. WALSH

PROFESSIONAL SUMMARY

Enterprise Architect and Chief Technology Officer with 25+ years of software engineering experience and direct expertise in unemployment insurance (UI) system design, architecture, and implementation. Proven track record redesigning and scaling commercial unemployment insurance product suites serving multiple state entities, with hands-on experience in benefit auditing, reporting, benefit payment control (BPC), fraud detection, crossmatching, and case administration. Deep expertise in multi-tiered web application architecture, service-oriented architecture (SOA), data migration, SQL Server, and high-volume data processing systems directly applicable to the maintenance and support of WorkForce West Virginia's Interactive Web Response (IWR) system.

CORE COMPETENCIES

- Unemployment Insurance System Design, Architecture, and Scaling (multi-state implementations)
- Enterprise, Corporate, and Cloud Architectures; Service-Oriented Architecture (SOA); SOAP & REST Web Services
- Data Storage: SQL Server, MongoDB, Oracle, MariaDB; High-Volume Near Real-Time Data Processing
- Software Development Life Cycle (SDLC): 25+ years (exceeds Section 3.1 requirement of 7 years)

EDUCATION

Virginia Polytechnic Institute and State University, Blacksburg, VA
Bachelor of Science, Computer Engineering, GPA 3.6/4.0 (HKN, Tau Beta Pi)

SECURITY CLEARANCE

U.S. Top Secret SSBI / SCI / Full Scope Polygraph

PROFESSIONAL EXPERIENCE

Interclypse, Inc., Annapolis Junction, MD (February 2012 – Present)

Enterprise Architect / Chief Technology Officer

- Architected and evolved a near real-time high-volume enterprise capability performing data ingest, validation, error notification, quarantine, security, governance, and discovery for the intelligence community over a 10+ year period.
- Directly redesigned a commercial web-based unemployment insurance product suite in collaboration with a leading UI product vendor, scaling the platform for configurable per-state deployment across multiple state unemployment agencies — directly satisfying Section 4.1.1.1's requirement for experience with multi-tiered unemployment compensation web response systems.
- Documented unemployment insurance requirements including benefit auditing, benefit payment control (BPC), fraud detection, crossmatching, case administration, and weekly/biweekly certification workflows — mirroring the IWR system's core functionality.
- Translated UI domain requirements into architectural diagrams, activity diagrams, use cases, test plans, design specifications, and data models — fulfilling documentation standards comparable to Section 4.1.11.
- Served as Enterprise Architect on mission-critical Registry project used by 2,500+ systems, stabilizing a failing legacy system while designing, building, and migrating to a new enterprise solution.
- Mentored technical leads and development teams, establishing enterprise design patterns and coding standards aligned with SDLC best practices.

Expert Consultants Inc. (ECI), Frederick, MD (April 2006 – February 2012)

Architect / Principal Cyber Software Developer

- Architected enterprise software solutions for high-volume near real-time data processing and notification, with contract value exceeding \$10M per year.



- Developed expertise in network protocols, standards, and SOAP/REST web services applicable to the IWR's service-oriented architecture (Section 3.2).

Various Positions (September 1998 – March 2006)

Technical Lead / Senior Software Engineer / Architect

- Progressed through senior technical roles building full-stack enterprise applications, establishing 25+ total years of SDLC experience.

WORKFORCE DEVELOPMENT & COMMUNITY SERVICE

- Co-founded Exerceo (exerceo.org), a 501(c)(3) non-profit dedicated to reducing unemployment by extending relevant learning and mentorship.
- Appointed to Mid-Maryland Workforce Investment Board; Business Advisory Council member for CyberWorks federal grant to retrain unemployed individuals.
- Chairman, AAWDC Business Advisory Council; Advisory Board Member, Howard County Public Schools Cyber Security Academy.



APPENDIX B

Nicholas Butt — Designated Contract Manager / Program Manager

IWR System Maintenance & Support — Personnel Resume



NICHOLAS M. BUTT

PROFESSIONAL SUMMARY

Seasoned Program Manager and IT leader with over 15 years of experience directing complex software development and system maintenance programs across federal, state, and private sector environments. Proven track record managing multi-tiered web application platforms, coordinating cross-functional development teams, and ensuring mission-critical systems maintain full operational capacity. Extensive experience overseeing .NET-based web applications, SQL database systems, and Agile SDLC methodologies directly applicable to the maintenance and support of Interactive Web Response (IWR) systems serving state unemployment compensation programs.

EDUCATION

Stevenson University, Stevenson, MD Master of Science, Forensic Studies	2010
Stevenson University, Stevenson, MD Bachelor of Science, Computer Information Systems	2009

CERTIFICATIONS

- Certified Scrum Master (CSM)
- Defense Acquisition University (DAU) Acquisition Program Manager Level II
- AWS Partner Accreditations — Business & Technical

PROFESSIONAL EXPERIENCE

Interclypse, Inc. (January 2019 – Present)

Program Manager

- Serve as primary point of contact between clients and development teams, managing cost, schedule, and performance across multiple concurrent software development and system maintenance programs — directly paralleling the Contract Manager role required under Section 11.1 of the IWR solicitation.
- Oversee maintenance and support of multi-tiered web applications including ASP.NET platforms with SQL Server back-ends, comparable to the IWR system's ASP.NET 4.5 / SQL Server / IIS architecture.
- Manage deployment schedules to sandbox and production environments, coordinating testing and change management processes consistent with Section 4.1.10 requirements for staged deployments (secondary system first).
- Track all project deliverables, provide status reports, and coordinate stakeholder meetings — fulfilling the Project Manager responsibilities outlined in Sections 4.1.15.4 and 4.1.15.5.
- Maintain current system documentation including architecture diagrams, interface designs, and process documentation in Azure DevOps, Confluence, and Microsoft Visio, aligning with Section 4.1.11 documentation requirements.
- Provide transparent cost estimating, tracking, and invoicing from project inception to completion across biomedical, biotechnology, and data analytics platform programs.

Interclypse, Inc. — Maryland MDCAPS Project (2019 – Present)

Program Oversight — State Government Web Application

- Provided program management oversight for the Maryland College Aid Processing System (MDCAPS), a state government multi-tiered web application built on ASP.NET / IIS / SQL Server — architecturally analogous to West Virginia's IWR system.
- Coordinated maintenance activities including patch management, software updates, and infrastructure support for a system processing thousands of state financial aid transactions annually.



- Managed vendor/state agency coordination, system documentation, and compliance reporting comparable to the WorkForce WV / WVOT cooperative relationship described in Section 4.1.7.
- Oversaw disaster recovery planning and backup validation procedures, consistent with the DR requirements in Section 4.1.14.

Snipp Interactive, Inc. (July 2015 – January 2019)

Director of Engineering

- Led an integrated team of Software Developers, IT Operations, QA Testers, and Project Managers across a globally distributed workforce — demonstrating the multi-disciplinary team leadership required for IWR system support.
- Oversaw development and maintenance of 400+ promotional .NET web applications and marketing campaigns for Fortune 500 clients.
- Drew down average escalation response time from 4 hours to under 30 minutes, demonstrating the rapid-response support culture required by Section 4.1.13's 15/30-minute ticket acknowledgement SLAs.

National Security Agency (October 2009 – July 2015)

Program Manager

- Led acquisition and software development programs across Information Assurance, Signals Intelligence, Technology, and Business directorates.
- Served as Deputy Program Manager on a Congressionally monitored Major System Acquisition, overseeing cost, schedule, and performance for 100+ development resources across five Agile Scrum teams.
- Managed system engineering practices ensuring functional requirements were decomposed into traceable system requirements for milestone testing — directly applicable to SDLC experience required under Section 3.1 (7+ years).



APPENDIX C

Arun Krishnan — Senior Software Developer (DTek Consulting)

IWR System Maintenance & Support — Personnel Resume



ARUN KRISHNAN SOMASEKHARAN NAIR

PROFESSIONAL SUMMARY

Senior Full Stack .NET Developer with 13+ years of experience in analysis, design, development, testing, and deployment of enterprise web applications directly applicable to unemployment compensation systems. Proven expertise maintaining and enhancing ASP.NET / C# / SQL Server multi-tiered web applications — the same technology stack powering West Virginia's IWR system. Hands-on experience with Equifax Workforce Solutions' unemployment insurance product suite including CaseBuilder (unemployment compensation case management), Unemployment Claims processing, benefit payment control, and weekly/biweekly certification batch systems. Experienced across the full Software Development Life Cycle (SDLC) from requirements analysis through production support.

TECHNICAL SKILLS

- Languages & Frameworks: C#, ASP.NET 4.5/4.0/3.5/2.0, ASP.NET MVC, .NET Core, VB.NET, WCF, SOAP Web Services, RESTful APIs, Web API
- Web Technologies: jQuery, JavaScript, JSON, HTML, CSS, Angular, AJAX — matching IWR's jQuery/JSON/JavaScript front-end stack
- Databases: MS SQL Server (10+ years T-SQL), Oracle/PL-SQL (4 years), Postgres SQL, Informix
- Tools: Visual Studio, Team Foundation Server, Atlassian JIRA, Microsoft Visio, Jenkins, Octopus Deploy
- Methodologies: Agile SCRUM, Kanban, Waterfall; full SDLC (13+ years, exceeds Section 3.1 requirement of 7 years)

PROFESSIONAL EXPERIENCE

UST Global (Client: Equifax Workforce Solutions), Maryland Heights, MO (December 2017 – Present)

Full Stack Web Developer / Cloud Developer

Unemployment Insurance Products — CaseBuilder & Unemployment Claims:

- Developed and maintained CaseBuilder, an Equifax Workforce Solutions product that is part of the Unemployment Compensation Management suite — enabling clients to answer state-required questions about employee separations, appeal state decisions, and prepare for hearings via the web. This directly parallels the IWR's claims adjudication and determination functionality.
- Built and maintained the Unemployment Claims batch processing system, which applies business rules to validate incoming claim data and determine claim handling using a configurable scheduler — functionally equivalent to the IWR's weekly certification processing (365,800+ certifications/year in WV). Tech stack: ASP.NET, C#, SQL Server, jQuery, REST, JavaScript — matching the IWR's technology stack.
- Performed requirement analysis, design, configuration, data migration, testing, user training, and production rollout for unemployment compensation applications across multiple state implementations, satisfying Section 4.1.1.1's requirement for experience in multi-tiered systems administering unemployment compensation.
- Provided production support including root cause analysis, bug resolution, and performance optimization across multiple environments.

Additional Equifax Workforce Solutions Projects:

- Developed Tax Form Management and Paperless Pay web applications using ASP.NET, Angular, jQuery, C#, SQL Server, and REST APIs.
- Prepared functional, technical, and design documentation including architecture documents and impact analysis — consistent with Section 4.1.11 documentation requirements.
- Implemented secure authentication/authorization mechanisms and maintained CI/CD pipelines using Jenkins and Octopus Deploy.

UST Global (Client: Equifax Workforce Solutions), Trivandrum, India (October 2011 – December 2017)

Full Stack Developer

- Continued development on the Equifax Unemployment Compensation Management product suite, building expertise in state unemployment insurance systems over a combined 13+ year career.



- Developed full-stack web applications using ASP.NET, ASP.NET MVC, C#, jQuery, JavaScript, SQL Server — the exact technology stack used by West Virginia's IWR system.
- Worked with cross-functional teams to gather requirements, define project scope, and deliver workforce solutions software to state and enterprise clients.



APPENDIX D

Mark Bamundo — Lead Software Engineer

IWR System Maintenance & Support — Personnel Resume



MARK P. BAMUNDO

PROFESSIONAL SUMMARY

Full Stack Software Engineer and Development Lead with 10+ years of experience designing, developing, and maintaining multi-tiered web applications across government and commercial environments. Currently serves as Lead Software Engineer on the Maryland College Aid Processing System (MDCAPS), a state government ASP.NET / C# / SQL Server / IIS platform — architecturally analogous to West Virginia's Interactive Web Response (IWR) system. Extensive hands-on expertise with the IWR's core technology stack including C#, .NET Framework, SQL Server, React/JavaScript front-ends, batch job scheduling (CRON, SQL Server Agent, Windows Task Scheduler), and SFTP-based file transfer operations. Proven ability to lead Agile development teams, design scalable solutions, and deliver production-quality software supporting mission-critical state government operations.

EDUCATION

University of Delaware, Newark, DE	2016
Bachelor of Science, Computer Science, College of Engineering	

CERTIFICATIONS

- AWS Associate Developer (Validated)
- AWS Business and Technical Accreditations

TECHNICAL SKILLS

- Languages & Frameworks: C#, .NET Framework, ASP.NET, React, JavaScript, Java, Spring Framework, VB.NET, Node.js — matching IWR's ASP.NET 4.5 / .NET Framework / C# stack (Section 3.2)
- Databases: Microsoft SQL Server (SSMS, T-SQL, SQL Server Agent job scheduling), MongoDB, MySQL — directly applicable to IWR's SQL Server 2019 environment (Section 3.3)
- Web Technologies: React, jQuery, JavaScript, JSON, HTML/CSS, Angular, VueJS — matching IWR's jQuery/JSON/JavaScript front-end
- Job Scheduling & Automation: SQL Server Agent, CRON, Windows Task Scheduler, batch job design and monitoring — applicable to IWR's scheduled batch processing and Quartz.NET operations (Section 3.3)
- File Transfer & Integration: SFTP, HTTPS, API connections, batch file processing — paralleling IWR's mainframe VSAM data transfer via SFTP
- Internationalization (i18n): Automated translation library implementation for multi-language web application support — applicable to IWR's Spanish translation requirement (Section 4.1.15.3)
- DevOps & CI/CD: Git, Jenkins, Docker, SonarQube, Azure DevOps, Microsoft Visual Studio
- Methodologies: Agile Scrum, JIRA, Azure DevOps for backlog management and sprint planning (10+ years SDLC, exceeds Section 3.1 requirement of 7 years)

PROFESSIONAL EXPERIENCE

Interclipse, Inc. — Maryland MDCAPS Project (November 2020 – Present)

Lead Software Engineer

- Serve as Lead Software Engineer and technical expert for the Maryland College Aid Processing System (MDCAPS), a state government multi-tiered web application built on C# backend / .NET Framework / React JavaScript front-end / MS SQL Server — the same architectural pattern as the IWR system (ASP.NET 4.5 / IIS / SQL Server / jQuery/JavaScript).
- Utilize Microsoft SQL Server Management Studio (SSMS) to store, query, and retrieve data presented through the .NET and React front-end — directly paralleling the IWR's SQL Server data tier supporting web-based claims and certification processing.



- Design, develop, monitor, and optimize batch jobs, scheduled tasks, and automated workflows using SQL Server Agent, CRON, and Windows Task Scheduler to support financial aid system operations — comparable to the IWR's automated batch processing and job scheduling requirements (Section 3.3, Quartz.NET).
- Maintain SFTP, HTTPS, and API connections for batch processing of uploaded user files to state-provided secure file storage — paralleling the IWR's SFTP-based mainframe VSAM data transfer and file exchange operations.
- Fulfill reporting requirements from Federal and State stakeholders through collaboration with State business analysts to design and develop both ad hoc and standardized reports within MDCAPS.
- Troubleshoot and resolve issues in system operations, including scheduled tasks, automated batch job operations, and user-reported errors — consistent with the IWR's support SLA requirements (Section 4.1.13).
- Maintain robust logging and auditing mechanisms within MDCAPS, supporting data integrity and compliance requirements comparable to Section 4.1.8 audit log integrity.
- Implemented an automated translation library for a potential future iteration of the MHEC OneApp, enabling multi-language support for user-facing content — directly applicable to Section 4.1.15.3's requirement for Spanish translation of system changes involving modifications or alterations of user-facing prompts.
- Collaborate daily with developers, system administrators, customer stakeholders, and program managers. Document processes, user manuals, and development-related information within Atlassian Confluence — meeting Section 4.1.11 documentation requirements.

Interclypse, Inc. — Commercial Services (November 2020 – Present)

Full Stack Developer / Feature Lead

- Full-stack developer on a Commercial Rental Car Management Platform utilizing Java Spring Framework backend with React JavaScript front-end and MongoDB — demonstrating versatility across multiple technology stacks.
- Full-stack developer on the Commercial Services team with a C# backend, React JavaScript front-end, and SQL Server database — reinforcing deep expertise with the IWR's core technology stack.
- Serve as feature lead, researching and breaking down customer requirements into manageable tasks tracked in Azure DevOps. Responsible for defect tracking, Git configuration management, and Agile Scrum activities including backlog grooming, estimation, story pointing, and sprint planning.
- Created and maintained a suite of web-based applications for a Back Office Service Company, supporting underwriting processes for Property & Casualty commercial insurance policies — demonstrating experience with regulated, compliance-driven web applications.
- Developed Business Intelligence tools providing users with valuable insights for compliance and regulatory purposes.
- Experience with Jenkins and SonarQube for continuous integration, and Docker for code deployment — applicable to IWR's deployment pipeline requirements (Section 4.1.10).

Booz Allen Hamilton (January 2020 – October 2020)

Software Engineer

- Developed front-end dashboard web application using VueJS for data input and lookup with SQL backend.
- Utilized Git for version control, Jenkins for continuous integration, and JIRA for issue tracking.

Engility / SAIC (July 2016 – January 2020)

Software Engineer

- Created web applications using Ruby, AngularJS, and Golang for data extraction and analysis, with MongoDB and SQL data stores.
- Set up Git repositories, Jenkins CI/CD environments, and Docker configurations to support continuous integration and automated deployments.
- Utilized Rally and JIRA for issue tracking across multiple Agile development teams.



APPENDIX E

Julio Valcarcel — Senior Systems Administrator

IWR System Maintenance & Support — Personnel Resume



JULIO VALCARCEL

PROFESSIONAL SUMMARY

IT Infrastructure Leader and Systems Administrator with 10+ years of hands-on experience managing Windows/Linux server environments, SQL Server databases, network infrastructure, disaster recovery systems, and security compliance programs across government and private sector environments. Proven expertise in the exact technology stack supporting West Virginia's IWR system: Windows Server / IIS / ASP.NET, MS SQL Server (backup/restore, transaction logs, clustering), SAN hardware, VMware, Juniper/Fortinet/Palo Alto firewalls, site-to-site VPN, and NIST compliance frameworks. Direct experience managing the Maryland MDCAPS state government web application — an ASP.NET/IIS/SQL Server system architecturally analogous to the IWR.

TECHNICAL SKILLS

- Server Administration: Windows Server (IIS, ASP.NET, .NET Framework), Linux (CentOS, Ubuntu, RHEL), Bare-Metal Deployment
- Database Management: MS SQL Server (Full/Incremental/Transaction Log Backups, DR Restore), AWS RDS, MongoDB, DB2
- Networking & Security: Juniper SRX/EX/QFX, Fortinet, Palo Alto, Cisco, Site-to-Site VPN, VLAN, Firewalls, ACLs, NAT (Section 3.4)
- Backup & DR: Veeam, AWS Backup, Active-Passive Clustering, DR Planning & Execution, 8-hour RTO (Section 4.1.14)
- Patch Management: NinjaRMM, Intune, WSUS, Critical/Zero-Day Patch Response (Section 4.1.4)
- Compliance: NIST SP 800-171, PCI-DSS, DISA STIGs, SSP Development, POA&M Management (Section 4.1.5)
- Monitoring & Logging: ELK, Grafana, Splunk, CloudWatch, Nagios — audit log integrity (Section 4.1.8)
- Mainframe: IBM WebSphere, DB2, VSAM — relevant to IWR's mainframe VSAM data transfer via SFTP

PROFESSIONAL EXPERIENCE

Interclipse, Inc. (January 2021 – Present)

Portfolio Manager & Director of IT

- Manage Windows and Linux server infrastructure (10–20 Windows, 30–60 Linux servers) supporting government and private sector clients.
- Administer MS SQL Server environments including transaction-level, incremental, and full backup schedules; successfully executed disaster recovery failover restoring a production database — directly applicable to Section 4.1.14's DR requirements including 8-hour RTO.
- Manage enterprise patch operations with SLA-driven response times (critical patches within 7 days) — meeting Section 4.1.4's 14-day standard / 7-day critical / immediate zero-day patching requirements.
- Administer Juniper, Fortinet, and Palo Alto firewalls including rule creation, ACL management, NAT, and policy enforcement — satisfying Section 3.4's firewall and network equipment experience.
- Maintain site-to-site VPN connections for secure remote management and inter-site data replication, matching the IWR's primary-to-DR site VPN architecture.
- Operate SFTP servers on Linux and Windows for automated file transfers, paralleling the IWR's SFTP-based mainframe VSAM data transfer process.
- Lead NIST SP 800-171 compliance program including SSP development, POA&M tracking, and continuous monitoring — applicable to Section 4.1.5's NIST compliance requirements.
- Manage centralized log shipping to Elasticsearch, Grafana, Splunk — supporting Section 4.1.8's audit log integrity requirements.

Interclipse, Inc. (June 2018 – January 2021)

Director of IT



- Directed all corporate IT systems supporting 15+ employees and 5+ concurrent government/private sector projects.
- Led NIST SP 800-171 compliance initiative; managed on-premises data center with bare-metal Kubernetes clusters and hardware lifecycle management.

Interclypse, Inc. (May 2015 – June 2018)

Lead Software Engineer

- Performed vulnerability assessment of Industrial Control Systems following NIST standards and DISA STIGs.
- Deployed IBM WebSphere applications to DB2 mainframe environments; utilized VSAM — relevant to IWR's mainframe integration.
- Configured Juniper SRX, EX, QFX devices, Cisco routers, and F5 Big-IP load balancers.

KEY PROJECT: MARYLAND MDCAPS

Maryland College Aid Processing System (MDCAPS) — State of Maryland

- Managed Windows Server / IIS / ASP.NET environment hosting the state's loan and grant management system — architecturally identical to the IWR stack.
- Administered MS SQL Server with scheduled transaction-level, incremental, and full backups; executed DR restore procedures and validated backup integrity through periodic DR exercises (Section 4.1.14.4).

CYBERSECURITY ACHIEVEMENTS & EDUCATION

- SANS NetWars Tournament of Champions — 2nd Place (Team); BSides DC CTF — 1st Place; National CCDC — 4th Place
- Co-Founder & Instructor, Exerceo Cyber Working Group — mentored 102+ candidates in enterprise IT security
- Bachelor of Science, Information Systems — University of Maryland, Baltimore County (2016)



APPENDIX F

DTek Consulting Services, Inc.

Exclusive Teaming Agreement — IWR System Maintenance & Support



TEAMING AGREEMENT

This Teaming Agreement (“Agreement”) is entered into as of **03/30/2026**, is made and entered into by and between Interclypse, Inc., a Maryland corporation with a principal place of business located at 10170 Junction Dr. Suite 435, Annapolis Junction, MD 20701 (hereinafter referred to as “Interclypse”); and **DTek Consulting**, (“**DTek**” or Subcontractor), with a principal place of business at **1606, Woodmoor Ln, Mc Lean, VA 22101**. Interclypse and **DTek** are hereinafter referred to individually as “Party” and collectively as “Parties.” “

WHEREAS, the Maryland Procurement Office (hereinafter the “Customer” or the “Government”) has issued Request for Proposal (“RFP”) titled **IWR System Maintenance & Support (WV-CRFQ-0323-WWV2600000002)** (hereinafter referred to as the “Program”);

WHEREAS, Interclypse intends to be a prime offeror and to submit a responsive proposal to the Customer in response to the RFP;

WHEREAS, the Parties possess expertise, knowledge and capabilities which are complementary in the potential performance of the Program;

WHEREAS, given their current resources, the Parties anticipate added complexity in performing the requirements of the Program in their individual capacities and desire to better use existing assets and capabilities by entering into a teaming arrangement;

WHEREAS, the competitive environment relating to the Program includes a number of other viable offerors;

WHEREAS, the Parties perceive potential synergies, economies and efficiencies stemming from the combination of their respective capabilities and resources in competing for and performing the Program, which will enable the Parties to compete more effectively with other potential offerors; and

WHEREAS, because of the foregoing, it is understood and agreed by the parties that Interclypse shall be the Prime offeror and Subcontractor shall be a first-tier subcontractor to Interclypse for the Program;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this teaming arrangement and of the mutual covenants and promises set forth and other good and valuable consideration, the Parties agree as follows:

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Subcontractor is signing as an exclusive teammate to Interclypse. The Subcontractor agrees that it will not actively participate in other team efforts that are competitive to this Agreement nor shall Subcontractor compete independently for the work under this Program during the duration of this Agreement. “Active participation” as used herein, includes the interchange of technical or cost data with competitors. This Agreement is not intended to preclude either Party from bidding or contracting independently from the other on any Government or industry program that is not in conflict with the objectives and clauses of this Agreement. It recognizes that the Prime Contractor may include other Subcontractors as part of the team at Prime Contractors discretion.



The Parties recognize a need for close and effective cooperation, and disclosure of pertinent confidential and proprietary information, in order to prepare a proposal for, and to perform the Program. Consequently, Subcontractor agrees that during the proposal phase, it will not act as a prime offeror nor enter into any teaming agreement with any other offeror for the Program. This Teaming Agreement relates solely to the Program. This Teaming Agreement does not apply to any other concurrent or future proposal, contracts or programs.

- 1.2 This Agreement does not constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a contractor teaming arrangement as set forth in FAR 9.601, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent authorized herein and shall have no authority to act on behalf of the other Party in any capacity or circumstance whatsoever in the absence of a separate written agreement to the contrary. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of any of the Parties.
- 1.3 The parties shall act as independent contractors and the employees of one shall not be deemed the employees of the other.

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES

General responsibilities of both Parties for the proposal shall be as follows:

- 2.1 Interclipse and Subcontractor shall use all commercially reasonable efforts to secure the prime contract under the Program through preparation of a responsive and responsible proposal.
- 2.2 Interclipse and Subcontractor shall cooperate in the marketing activities related to the Program, and Interclipse shall be the sole point of Customer contact for these activities; however, in the interests of securing the Program, Subcontractor may be requested by Interclipse to contact the Customer directly on certain specific matters, including support in negotiations.
- 2.3 Each Party shall be liable for and bear its own costs and expenses incurred in connection with the performance of its obligations under this Agreement. Neither Party shall have the right to any reimbursement, payments or compensation from the other Party during the period prior to the award of the subcontract.

ARTICLE 3 – INTERCLYPSE RESPONSIBILITIES

Interclipse's specific responsibilities for the proposal are as follows:

- 3.1 Interclipse shall be the leader in proposal preparation and shall be the prime contractor in the Program, if a contract under the RFP is awarded to Interclipse.
- 3.2 Interclipse shall identify Subcontractor as a proposed first tier subcontractor in the proposal.



- 3.3 If a contract under the RFP is awarded to Interclipse then Interclipse shall subcontract such efforts to Subcontractor, provided that both of the following conditions are met:
- a. Customer provides Interclipse with any required consent to subcontract the enumerated effort to Subcontractor and Interclipse, in coordination with Subcontractor, shall put forth good faith and reasonable effort to secure consent for Subcontractor; and
 - b. the Parties reach mutual agreement within 60 days after receipt of all draft Subcontract documentation; including all attachments; or later as mutually agreed, with respect to all of the subcontract terms including, but not limited to price, schedule, and terms and conditions. The Parties agree the resultant subcontract shall incorporate the work share commitment as stated in this attached SOW at Exhibit A.
- 3.4 Interclipse shall assume the cost of publication of the proposals submitted to the Customer.

ARTICLE 4 - SUBCONTRACTOR RESPONSIBILITIES

The Subcontractor's specific responsibilities for the initial and any subsequent revised or best and final proposals for the Program are as follows:

- 4.1 Subcontractor shall prepare and submit to Interclipse, all technical information necessary to be responsive to Exhibit A in the format and on the medium that Interclipse requests. Should Interclipse so request Subcontractor shall submit this information in the form of a technical proposal. If requested, Subcontractor shall make available to Interclipse, at Interclipse's facilities, personnel to augment Interclipse proposal team and to assist Interclipse in incorporating Subcontractor's technical data into the technical proposal. Subcontractor's complete technical data shall be provided to Interclipse pursuant to a mutually agreed to schedule to allow Interclipse to review the data and incorporate them into the final technical proposal.
- 4.2 Subcontractor shall submit to Interclipse their fully-burdened Labor Rates in sufficient detail for Interclipse to perform a valid evaluation and incorporate them into the price/cost proposal to the Customer. Any indirect rates or proprietary cost and pricing information the Subcontractor is requested to provide by the Customer shall be submitted to Interclipse under separate sealed cover and issued directly to the Customer.
- 4.3 Subcontractor agrees to negotiate the subcontract issued pursuant to this Teaming Agreement, including terms and conditions of the RFP, as modified to reflect the prime-subcontractor relationship and, which are applicable to the work under the subcontract, and mandated by the Customer or government regulations.
- 4.4 In the event an award is made to Interclipse as a result of the proposal, the Parties agree to enter into good faith negotiations for a subcontract for the Program. Subcontractor agrees the award of any subcontract shall be governed by the terms of Paragraph 3.3, above.

ARTICLE 5 – SHARING AND TREATMENT OF CONFIDENTIAL INFORMATION

- 5.1 Confidential Information disclosed under this Agreement will be handled in accordance with the **Non-Disclosure Agreement (NDA)**, executed **03/30/2026**.



ARTICLE 6 - INVENTIONS AND INTELLECTUAL PROPERTY

- 6.1 Inventions and all other intellectual property rights, including but not limited to patents, trade secrets, copyrights, and trademarks shall remain the property of the originating Party and nothing contained in this Agreement grants or creates any right, title, interest, or license to the other Party. In the event of joint inventions, the Parties shall establish their respective rights by negotiation between them, in accordance with their contribution.
- 6.2 Intellectual property rights, including but not limited to patents, copyrights, trademarks, and trade secrets in computer software, including computer software documentation, shall be treated in the same manner as shall inventions under Paragraph 6.1, above.

ARTICLE 7 - DURATION OF AGREEMENT

- 7.1 This Agreement shall remain in effect until the first of the following occurs:
- a. cancellation of the Program and/or the RFP;
 - b. award of a prime contract to a Party other than Interclipse;
 - c. award of prime contract to Interclipse and a subcontract to Subcontractor for work described in Exhibit A in which case the terms of the subcontract shall supersede the terms of this Agreement;
 - c. failure, following good faith negotiations, of Interclipse and Subcontractor to agree to the terms of a subcontract, provided that negotiations shall have been active for a period of not less than 60 days after receipt of all draft Subcontract documentation; including all attachments; or award of a prime contract for the Program, whichever is later, unless the Parties mutually agree to extend this period;
 - e. the elapse of 12 months from the effective date of this Agreement, unless the RFP is still viable and no award has been made or unless such term is extended by the mutual written agreement of the Parties;
 - f. if the Government specifically rejects the portion of the proposal relating to the Subcontractor's work or disapproves the intended award of a subcontract to the Subcontractor and after good faith effort of Interclipse, in coordination with Subcontractor, to appeal the decision;
 - g. by mutual written agreement of the Parties to rescind this Agreement;
 - h. any material adverse change in the financial condition or operational capability of the Subcontractor which, in the reasonable opinion of Interclipse, would restrict the activities under this Agreement or under the Program;
 - i. after the release of the RFP or any amendments thereto, if the contents thereof are so unfavorable to Interclipse that participation in the proposal is no longer practical or



financially viable; in such case, Interclipse will provide written notice to Subcontractor that Interclipse is terminating this agreement;

- j. an agency has suspended, debarred, or otherwise declared the Prime or the Subcontractor ineligible (as the preceding terms are defined in the applicable procurement regulations) for contracting with any agency of the executive branch of the United States;
- k. operation of Article 12 of this Teaming Agreement;
- l. a failure by Subcontractor to provide pricing that is in accordance with the mutually agreed to cost objectives for the Program which shall first be handled in accordance with Article 17;
- m. if the award is protested, this Agreement shall remain in effect until all protest-related proceedings are completed and award to a third party is finalized.

7.2 In addition to the above events of termination, each Party has the right to terminate this Teaming Agreement if the other Party:

- a. becomes unable or admits in writing its inability, to pay its debts as such debts become due;
- b. applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner, liquidator, or assignee under any applicable law or agreement of itself or all or a substantial part of its property;
- c. commences a voluntary bankruptcy case under Title 11, United States Code;
- d. files a petition to take advantage as a debtor under any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, or composition or adjustment of debts;
- e. is subject to an order for relief in an involuntary bankruptcy case under Title 11, United States Code, or acquiesces to bankruptcy relief under any other applicable insolvency code of any jurisdiction;
- f. becomes subject to a proceeding or case before any court or tribunal, other than under Title 11, United State Code, seeking reorganization, liquidation, dissolution, arrangement, or the composition or readjustment of its debts, the appointment of a receiver, custodian, trustee, examiner, liquidator, assignee, or the like, or similar relief in respect of such defaulting Party under any law relating to bankruptcy, insolvency, reorganization, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of twenty-one (21) or more days;
- g. makes an assignment or attempted assignment for the benefit of one, some, or all of its creditors;



- h. takes any steps toward cessation of its business, or a substantial portion thereof, or cessation of its corporate existence;
- i. shall be in material breach of any of its obligations under this Teaming Agreement and shall not have remedied such breach within ten (10) days after having been notified of such breach by the non-breaching Party in accordance with Article 15.5 of this Agreement.

7.3 The termination of this Teaming Agreement shall not supersede, negate or relieve the obligations of the Parties with respect to the protection of proprietary or confidential information, indemnification, limitation of liability, or the resolution of disputes in accordance with relevant provisions of this Agreement.

ARTICLE 8 – LIMITATION OF LIABILITY

Neither of the Parties shall be liable to the other for any indirect, incidental, special, or consequential damages as a result of a breach of any provision of this Agreement, provided, however that this limitation of liability shall not apply to breach of the non-disclosure requirements of this Agreement or any infringement of the other party's intellectual property

ARTICLE 9 - ASSIGNMENT

This Agreement may not be assigned, novated, or otherwise transferred by either Party, in whole or in part without the express prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment, novation, or transfer not in accordance with this Article shall be a material breach of this Agreement, which shall entitle the non-breaching Party to terminate this Agreement immediately. The foregoing shall not apply to assignment to a successor corporation as a result of a merger or a sale of all or substantially all of the assets or stock of that party. For the purposes of this Agreement, a corporate name change does not constitute an assignment.

ARTICLE 10 - NON-HIRING

During the term of this Teaming Agreement and any resultant subcontract(s), neither Party to this Agreement shall knowingly directly solicit for hire nor knowingly allow any of its employees, agents, officers, or representatives to directly solicit for hire any employee or employees of the other Party who are involved in the development of the proposal. Nothing in this provision is meant to prohibit one Party from hiring the employees of the other who respond to an employment advertisement in the general media.

ARTICLE 11 - CHOICE OF LAW

This Agreement shall be interpreted in accordance with, and governed by, the substantive laws of state of Maryland, without giving effect to any choice or conflict of law provision. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the Parties.

ARTICLE 12 - ORGANIZATIONAL CONFLICT OF INTEREST



Each Party represents that it is not knowingly adversely affected by any organizational conflict of interest related to the Program as of the date of this Teaming Agreement. The Parties agree that should either Party determine, in its sole discretion, that an organizational conflict of interest exists or may exist as a result of its further pursuit of the Program contemplated by this Teaming Agreement and such conflict cannot reasonably be mitigated, this Teaming Agreement may be terminated at the request of either Party without liability to the terminating Party.

ARTICLE 13 – PUBLICITY

- 13.1 No news releases, public announcements, advertisements, or publicity may be released by either Party in connection with the Program proposal and this Agreement or ensuing contract award without the prior written approval of the other Party, which shall not be unreasonably withheld. In the event that such approval is granted, any resulting form of publicity shall give full consideration to the role and contribution of the other Party.
- 13.2 Subcontractor is not authorized to make the contents of this Teaming Agreement known to any third party, except for its external financial, accounting and legal advisors, without the express written consent of Interclypse.

ARTICLE 14 – CLASSIFIED INFORMATION

Access to classified information may be required in the performance of this Teaming Agreement or any resulting subcontract. Access to classified security information shall be governed by the applicable clauses of the FAR and the Industrial Security Manual for Safeguarding Classified Information. In order to receive such access, Subcontractor shall meet the security requirements of the U.S. Government. Subcontractor agrees that all of its personnel who will have access to classified information pursuant to this Agreement will have appropriate personnel security clearances.

ARTICLE 15 – GENERAL

- 15.1 In performing any activities reasonably related to this Teaming Agreement, both Parties shall comply with all applicable provisions of federal, state, and local laws, rules, executive orders, and regulations in effect at the time of such activities, including but not limited to the Foreign Corrupt Practices Act, the Export Administration Act, the Arms Export Control Act, and the Internal Revenue Code.
- 15.2 Each provision of this Agreement is severable. If any of the provisions or portions thereof of this Agreement are held to be invalid by a court of competent jurisdiction under any applicable statute or rule of law, they are to that extent to be deemed omitted without affecting the validity of the remaining provisions of this Agreement.
- 15.3 The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either Party of a portion of a provision herein shall not be taken or held by the other Party to be a waiver of the provision itself unless such a waiver shall be express and in writing.
- 15.4 The titles of the clauses and headings in this Teaming Agreement, including any Exhibits, shall be read as references only and shall not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of this Teaming Agreement.



- 15.5 All communications relating to this Teaming Agreement shall be directed to the specific persons designated to represent Interclipse and the Subcontractor on this Program. Each of the Parties to this Teaming Agreement shall appoint one technical and one contractual representative. These appointments shall be kept current during the period of this Teaming Agreement with any changes made to personnel via written communication to the other Party. Communications that are not properly directed to the persons designated to represent Interclipse or the Subcontractor shall not be binding upon the Party to whom such non-conforming communications were sent.

COMMUNICATION

Interclipse, Inc.

Designee: Brian Walsh

Phone: 443-459-4600

Email: brain.walsh@interclipse.com

Fax: 866-496-8562

Dtek Consulting

Designee: Ray Kannan

Phone: 202-674-3309

Email: ray@dtekconsulting.us

Fax:

CONTRACTUAL

Interclipse, Inc.

Designee: Matthew Sakalos

Phone: 443-459-4604

Email: matthew.sakalos@interclipse.com

Address: 10170 Junction Dr, Suite 435, Annapolis Junction, MD 20701

Fax: 866-496-8562

DTEK Consulting Services Inc.,

Designee: Deepa Kannan

Phone: 703-652-9370

Email: Deepa@DTeKConsulting.us

Address: Principle: 1606 Woodmoor Ln, Mc Lean, VA-22101 Corporate: 8000 Towers Crescent Drive, 13th Floor, Vienna, VA - 22182

Fax:

- a. All notices required hereunder shall be in writing and shall be deemed effective when personally received, three (3) business days after being sent by first class, certified or registered U.S. mail, postage prepaid, delivered by overnight express courier, by electronic mail with confirmed receipt, or sent by confirmed facsimile.

- 15.6 If this Teaming Agreement is issued under a U.S. Government procurement, the Parties hereby acknowledges that it is familiar with, and will comply with, the requirements of Subsections 27(a), (b), (d), and (f) of the Office of Federal Procurement Policy Act as amended (41 U.S.C. 423) as implemented in the Federal Acquisition Regulations (Procurement Integrity provisions). The Parties agree to report any information concerning a violation or possible violation of the Act



pertaining to this Teaming Agreement. Failure to comply with the provisions of this clause shall constitute a material breach of this Agreement by the Party.

- 15.7 Each Party agrees to perform under this Teaming Agreement in a professional manner, using the highest ethical standards customary to the trade.

ARTICLE 16 - RESERVED

ARTICLE 17 – DISPUTES RESOLUTION

- 17.1 Prime Contractor and Subcontractor agree that time is of the essence with respect to this Agreement; consequently, any disagreements should be resolved promptly and at the lowest level possible. Normally, the resolution process by method and in escalating order includes discussion or meetings between disagreeing individuals; meetings between organization representatives of disagreeing individuals, elevated depending on severity of problem and position of disagreeing individuals, to include meetings between the Chief Executive Officers of each Party, finally if the Parties are unable to resolve the dispute within 30 days, either Party may commence formal proceedings with a court of competent jurisdiction with waiver of jury trial.
- 17.2 When seeking to resolve a dispute, the Party’s designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Interclypse’s success as awardee, the cost to both Parties of resolving the dispute and the practical effects on the business of each Party resulting from the resolution or failure to resolve any such dispute.
- 17.5 During the resolution of any dispute pursuant to this Article, each Party will continue performing its obligations under this Teaming Agreement.

ARTICLE 18 - EXPORT CONTROLS AND FOREIGN CORRUPT PRACTICES ACT (FCPA).

Technical data exchanged during the term of this agreement may be subject to U.S. export control laws and regulations. Accordingly, the Parties shall not transfer technical data received under this agreement to any foreign person, country, foreign subsidiary or Patent Corporation, without specific authorization from the Disclosing Party and pursuant to an appropriate U.S. Government agency license. The Subcontractor shall comply with U.S. export control laws and regulations in connection with all activities hereunder, and under any subsequent Subcontract.

Parties shall abide by the FCPA which forbids certain payments and other practices in connection with the overseas business activities of U.S. companies. The FCPA carries criminal and monetary penalties and must be taken seriously. The Subcontractor will indemnify and hold harmless the Prime Contractor for any loss, liability, damages, costs or expenses (including without limitation reasonable legal fees) caused by, arising out of or associated with any violation or alleged violation by the Subcontractor or any of its employees or agents of the U.S. export control laws and regulations and/or the FCPA

ARTICLE 19 - INCORPORATION OF DOCUMENTS

The following documents are attached hereto and are specifically made a part of this Agreement:



a. Exhibit A, Subcontractor Statement of Work

ARTICLE 20 – COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the Parties hereto, and all previous communications between the Parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the Parties hereto, unless such is in writing and duly signed by the respective Parties hereto.

NOW, THEREFORE, the Parties above named have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

Interclypse, Inc.

DTEK Consulting Services Inc.,

A handwritten signature in black ink, appearing to read "Brian Walsh", written over a horizontal line.

A handwritten signature in blue ink, appearing to read "Deepa Kannan", written over a horizontal line.

(Signature)

(Signature)

Brian Walsh

Deepa Kannan

(Name)

(Name)

President

President & CEO

(Title)

(Title)

3/31/2026

3/31/2026

(Date)

(Date)



Exhibit A

**Statement of Work to Teaming Agreement for
RFP # (WV-CRFQ-0323-WWV2600000002)**

NAICS Code:	
UEI Number:	
Federal Tax ID Number:	
Business classifications	Check all that apply
Large Business	
Non Profit or Not For Profit Organization	
Non HBCU/MI Universities and Colleges – Not for Profit	
Non HBCU/MI Universities and Colleges – For Profit	
Ability One (non DoD) Large	
Federally Funded Research & Development Center	
Small Business	
Small Disadvantaged Business	
Women-Owned Small Business	x
Historically Black Colleges & Universities/Minority Institutions	
HUBZone Small Business	
Veteran-Owned Small Business	
Service-Disabled Veteran-Owned Small Business	
Alaska Native Corporations (ANCs) and Indian Tribes that <i>have not been certified</i> by the SBA as Small Disadvantaged Businesses	
Alaska Native Corporations (ANCs) and Indian Tribes that <i>are not Small Businesses</i> yet allowed to count towards small business credit	
Owned by an Alaska Native Corporation (ANC) or a Federally recognized Indian Tribe	
Ability One (DoD) Small	

Security Information:

Security Information	Yes	No
Do you have a current DOD Facility Clearance?		x
If so, at what level?		
Do you have safeguarding capabilities?		
If so, at what level?		
What is the CAGE code for the DoD cleared facility?		



This Statement of Work (SOW) will serve as the foundation for any resulting subcontract, if any, between the parties to the Teaming Agreement. The SOW shall be incorporated. As a working document, this SOW details the anticipated roles and responsibilities of the Teammate, and may be modified as necessary and in Interclypse discretion to accurately reflect any changes in Interclypse proposal to the Customer, the actual requirements of a final negotiated contract with the Customer, negotiations regarding a possible subcontract between the parties, if any, or any other changes deemed necessary by Interclypse in connection with the Program. In the event of any conflict between the terms of this SOW and the Agreement, the Agreement shall control in all respects.

I. General

1. Interclypse and Teammate understand that the Customer has issued a Request for Proposal (RFP) for the Program. Teammate will, under this exclusive written teaming agreement with Interclypse and upon negotiation of a subcontract and subsequent tasking, provide support under any subcontract that results from this Teaming Agreement.
2. This SOW is based on a decision to form a team led by Interclypse as the Prime Contractor that could best provide the skills needed to fulfill the Program requirements. This SOW defines the scope of responsibilities for Teammate as a member of the Interclypse Team for the Program.
3. Subject to the requirements contained in the final RFP, adequate past performance by Teammate, and submittal of a price that is in compliance with the mutually agreed to cost objectives for the Program, Teammate shall provide services to Interclypse in accordance with the requirements outlined in the paragraphs below.
4. All terms and conditions of this Attachment are subject to the appropriate security requirements and restrictions as required by the Program.

II. Proposal Phase

1. Teammate shall be named as such in Interclypse proposal.
2. Teammate shall, at a minimum, provide Interclypse with the following items related to the generation of a proposal in response to the Program's RFP, at no cost to Interclypse:
 - a. Agency and solicitation marketing intelligence, as appropriate
 - b. RFP-relevant technical approach inputs (e.g. sample tasks), as required and desired by Interclypse
 - c. Past performance summaries and current employee resumes, each in accordance with RFP instructions and conforming to format instructions provided by Interclypse, as applicable
 - d. Non-proprietary Cost data and other information in accordance with RFP instructions and Interclypse requests
 - e. Representations and Certifications, forms, documentation, and other information, required by the RFP or by Interclypse
 - f. Participation at the various proposal reviews as requested by Interclypse
 - g. Participation in post-submission activities including, but not limited to Oral Presentations, Questions/Clarifications, and submissions as requested by Interclypse



3. Each Teammate shall be responsible for their own proposal expenses.

III. Program Performance

1. Interclipse, after award of a Program contract to Interclipse, shall negotiate a subcontract with Teammate, in accordance with the Program RFP's terms and conditions and as applicable to Teammate's scope of work.
2. Teammate will provide a single POC to interface with the Interclipse Program Manager on all matters pertaining to the execution of this subcontract. This individual shall have the authority and responsibility to resolve issues relating to program execution, staffing and personnel performance.
3. Accurate cost control and submittal of accurate and timely reports, invoices, and cost projections will be critical to the success of this Team during program execution. Therefore, Teammate shall comply with direction provided by Interclipse as to the content, format, and timeliness of cost reports, projections, and invoices provided throughout program execution.
4. All commitments under the Program are contingent upon Teammate's acceptable technical performance, Teammate's ability to provide technically competent staff, and the Customer's concurrence to utilize Teammate on any given effort.

IV. Work Share

To be added in the future via mod.



APPENDIX G

Addendum No. 1 — Signed

CRFQ WWV2600000002 — Required Form



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1913454		Reason for Modification:	
Doc Description: IWR System Maintenance & Support		Addendum No. 1 published to provide answers to technical questions	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-25	2026-04-01 13:30	CRFQ 0323 WWV2600000002	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Interclypse, Inc.

Address : 10170 Junction Dr. Suite 435

Street :

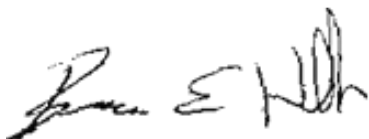
City : Annapolis Junction

State : MD **Country :** USA **Zip :** 20701

Principal Contact : Brian Walsh

Vendor Contact Phone: 443-459-4600 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Brandon L Barr
 304-558-2652
 brandon.l.barr@wv.gov

Vendor Signature X 

FEIN# 02-0805718 **DATE** 4/1/2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish an open end contract for IWR System Maintenance & Support per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US		WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IWR System Maintenance and support Services				

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Please see Exhibit A pricing page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question due by March 25th, 2026 at 10am ET	2026-03-25

SOLICITATION NUMBER:
Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum #1

CRFQ 0323 WWV260000002

IWR System Maintenance & Support

Help Desk Tickets

Q1. What is the current backlog of help desk tickets (if any)?

A1. No backlog currently.

Q2. How many tickets are submitted on average per month? During primary hours? After hours?

A2. Approximately 1-3 per month, rarely after hours

Q3. How many tickets are submitted on average annually? During primary hours? After hours?

A3. Approximately 18-36 per year, same as timeframe as above.

Q4. Can a categorization of common tickets be provided as examples?

A4. No.

Q5. Is the vendor responsible for procuring all licenses required for the IWS and associated hardware? If so, can a list of existing licenses be provided along with expiration dates?

A5. Yes. License information is not available at this time.

Q6. Is there an expected End of Life for the hardware?

A6. No.

Q7. Historically, what has the Professional Services been utilized for — has it been mostly on software enhancements or on training? Does the government have a roadmap of activities that anticipate using the Professional Services for during the course of this contract?

A7. Software enhancements. Yes.

Disaster Recovery / Environment

Q8. Is the government open to alternative disaster recovery plans?

A8. Yes.

Q9. Does the government provide a test environment?

A9. No.

System Architecture & Technology

Q10. The solicitation references ASP.NET Framework version 4.5, which is an older framework. Are there any planned or anticipated upgrades to a newer .NET version during the contract period?

A10. No.

Q11. What version of Presence Technology software is currently deployed, and what is the current support/maintenance status with Presence Technology as the commercial vendor?

A11. Managed by current vendor.

Q12. Can a full server inventory be provided, including count, hardware specifications, and approximate ages?

A12. The solicitation notes that two-thirds of servers are non-virtualized stand-alone machines. Inventory consists of modern Dell servers.

Q13. Are there any pending infrastructure upgrades or technology refresh plans the incoming vendor should be aware of?

A13. No.

Disaster Recovery & Secondary System

Q14. What is the physical location of the secondary/DR site — is it co-located within the WVOT Data Center or at a geographically separate facility?

A14. Geographically separate physical location managed by current vendor.

Q15. What is the current Recovery Point Objective (RPO) for the system, in addition to the 8-hour Recovery Time Objective (RTO)?

A15. Full functionality.

Q16. When was the last successful failover test conducted, and can the results of that test be shared?

A16. Not disclosable.

Mainframe Integration

Q17. What is the frequency and schedule of SFTP file transfers from the mainframe to the IWR system?

A17. Nightly.

Q18. Who is responsible for managing the mainframe and VSAM file generation — is that in scope for the incoming vendor or managed separately by WFWV?

A18. Managed by agency.

Q19. Are there any planned changes to the mainframe interface or data transfer process during the contract period?

A19. Yes.

Security & Compliance

Q20. Has the system undergone a recent security assessment (e.g., penetration test or vulnerability scan)? If so, are there any outstanding findings the incoming vendor should be aware of?

A20. Yes. Results non-disclosable.

Q21. What is the current compliance posture with respect to NIST SP 800-123 and 800-44? Are there known gaps?

A21. Not disclosable.

Transition & Incumbent Vendor

Q22. Is there a current incumbent vendor? If so, will the incumbent be contractually required to support a knowledge transfer to the new vendor, and what is the expected transition period?

A22. Yes. No contractual requirement for current vendor to transfer knowledge.

Q23. What system documentation currently exists (e.g., architecture diagrams, interface design documents, SOPs)? Will this be made available to the incoming vendor prior to contract start?

A23. Documentation will be provided upon official award of contract.

Operations & Performance

Q24. What is the current system uptime/availability track record, and is there a defined SLA or uptime target the incoming vendor will be held to?

A24. 99% uptime currently.

Q25. Are there known peak demand periods (e.g., during economic downturns or legislative changes) that require surge capacity planning, beyond the known Saturday night/Sunday activity window referenced in the solicitation?

A25. Yes. Seasonality. Economic downturns and similar events.

Q26. What monitoring and alerting tools are currently deployed for the IWR system (e.g., application performance monitoring, infrastructure alerting)?

A26. Yes. IPMI.

Custom Programming & Development

Q27. Is there an existing backlog of change requests or development items the incoming vendor would be expected to address at contract start?

A27. Unknown.

Q28. What is the current SDLC methodology and deployment process used for the IWR system (e.g., how are code changes tested and promoted to production)?

A28. Agile development preferred.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

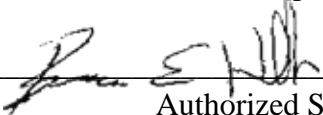
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Interclipse, Inc. _____

Company


Authorized Signature

4/1/2026 _____

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



APPENDIX H

Exhibit B — Contractor Management

CRFQ WWV2600000002 — Required Form



State of West Virginia Office of Technology Policy: **Contract Management** *Issued by the CTO*

Policy No: WVOT PO1012**Issue Date: 05/28/2010****Revised: 12/28/2023****Page 1 of 5**

1.0 PURPOSE

The State of West Virginia (State) utilizes three types of contracts for services. They are as follows:

- Individual Contracts
- Temporary Services Contracts
- State-Use Contracts

The use of contractors in State agencies involves certain risks in an information technology (IT) environment, as these agencies may be subject to sanctions if individuals are incorrectly classified and are given inappropriate access to State systems. When a contract worker separates from employment with the State, it is important to ensure an orderly decommissioning of access, to maintain the protection of the State's assets.

This policy will provide the West Virginia Office of Technology (WVOT) with a standard methodology to help manage the activities surrounding the engagement and termination of contractor services in the IT environment for the State.

2.0 SCOPE

This policy applies to all departments (including agencies, boards, authorities, and commissions) within the Executive Branch of West Virginia State Government, excluding constitutional officers, the West Virginia Board of Education, the West Virginia Department of Education, and the county boards of education using contractor services. However, the WVOT recommends that all agencies, including those excluded above, follow this procedure.

3.0 POLICY

- 3.1 The WVOT will require the contractor's State manager to read and acknowledge this policy annually.
- 3.2 The WVOT will require that all vendors accept the terms of this policy when contracts are renewed.
- 3.3 Contractors must not attach or use devices on the State network that are not owned by the State or authorized by the WVOT.
- 3.4 All contractors providing IT services to the State must receive an appropriate criminal background check consistent with legislative rule and West Virginia Division of Personnel policy (see policy WVOT-PO1001 – "Information Security"). Decisions to waive background checks must be acknowledged in writing by the contractor's State manager.

Policy: **Contract Management**

State of West Virginia Office of Technology

Policy No: WVOT-PO1012

Issue Date: 05/28/2010

Revised: 12/28/2023

Page 2 of 5

- 3.4.1 Contractor providers will be responsible for the cost of any background checks associated with individuals provided to the State under contract.
- 3.4.2 All findings must be reported to the contractor's State manager.
- 3.5 All contractors providing IT services to the State must meet all State criteria in order to begin work. This includes, but may not be limited to, proof of U.S. residency status (i.e. I-9 Form), required work permits for non-residents, required certifications, WVOT-approved information security training, privacy training, etc.
- 3.6 All contractors must sign a confidentiality agreement upon hire and annually thereafter, if necessary, confirming that the contractor has read, fully comprehends, and will abide by state policies and procedures regarding privacy and information security.
- 3.7 All contracts will speak to the reimbursement of contractor expenses related to travel, and specify whether expenses are to be reimbursed separately or as part of the hourly rate.
- 3.8 Unless otherwise specified, contractors will follow State regulations for lodging, mileage, and meals during travel.
- 3.9 Every 30 days the contractor provider will confirm, in writing, to the WVOT Account Management Group that the contractor is still employed and actively engaged under the specified purchase order, by submitting a confirmation form provided as "Attachment B" to this document.
- 3.10 Contractors will not be permitted to access or develop in production environments or move production data unless authorized, in writing, by the contractor's State manager or designee.
- 3.11 All contractors will be expected to use the State's centralized email system. Use of personal email to conduct State business is strictly prohibited. Any exception must be approved in writing by the WVOT.
- 3.12 Contractors should have no expectation of privacy while using State-provided information resources. WVOT reserves the right to perform audits on an ad hoc basis and to review and copy all email, files, and programs, including those which may be of personal or private nature (see policy WVOT-PO1008 – "Information Security Auditing Program").
- 3.13 All contractors must adhere to rules regarding unacceptable uses of IT resources (see policy WVOT-PO1001 – "Information Security").

Policy: **Contract Management**

State of West Virginia Office of Technology

Policy No: WVOT PO1012

Issue Date: 05/28/2010

Revised: 12/28/2023

Page 3 of 5

- 3.14 Contractors must immediately notify the WVOT Cyber Security Office (CSO) at incident@wv.gov if a security breach is discovered which has, or may have, resulted in compromise to data or WVOT assets.
- 3.15 The contractor's State manager is required to complete a standard Contractor Information Form (see "Attachment A"). This form will be retained at the contracting agency.
- 3.16 When a contractor is terminated, the following steps must be taken:
 - 3.16.1 The contractor's State manager must notify the WVOT Service Desk to request that all access to State resources be disabled immediately (see procedure WVOT-PR1010 – "Account Management").
 - 3.16.2 The contractor's State manager must complete a "Separation Checklist" to ensure that all items issued at the beginning of the engagement, such as access cards, equipment, critical documents, and other pertinent items, have been returned to the WVOT, by matching with the "Equipment Issued" form.
- 3.17 ITECH Contracts
 - 3.17.1 Agencies will complete a Statement of Work (SOW) explaining the basic education, certification, training, and skill sets required. This will be posted to the WVOT Bulletin Board for five to ten business days. Project-based requests are good for up to 24 months and a maximum of \$2,000,000. Contractors must notify the agency if they have previously worked for other State agencies.
 - 3.17.2 Agencies requiring Chief Technology Officer (CTO) approval for procurement must contact the WVOT Contract Manager before proceeding with any IT contractor request.
 - 3.17.3 If a contractor is hired outside of the prevailing ITECH contract, specific provisions in addition to this policy must be followed. These provisions can be obtained from the Scope of Work section of RFP or RFQ documents.
- 3.18 All contractors will demonstrate that they have received training in information security practices relevant to State policies and procedures, correct use of information resources, and other administrative controls. The contractor's State manager will maintain documentation of this training, which must not be completed on State time or at State expense.

Policy: **Contract Management**

State of West Virginia Office of Technology

Policy No: WVOT PO1012

Issue Date: 05/28/2010

Revised: 12/28/2023

Page 4 of 5

- 3.19 WVOT information resources are designated for authorized purposes. Only minimal personal use of State-provided IT resources is allowed, and should not interfere with the legitimate business of the State.
- 3.20 The State reserves the right to filter Internet site availability, and monitor and review use as required for legal, audit, or legitimate authorized State operational or management purposes (see policy WVOT-PO1001 – “Information Security”).
- 3.21 All access to computing resources will be granted on a need-to-use basis following the principle of least privilege.
- 3.22 Access badges will be provided to contractors at the discretion of the contractor’s State manager. Badges must be visibly displayed and color-coded to indicate contractor status.
- 3.23 The performance standards for the contractor must be articulated in the contract and the contractor should demonstrate a complete understanding of the requirements. A process must be established to validate each of these standards.
- 3.24 The contractor’s State manager should hold regularly scheduled meetings with the contractor in order to effectively measure whether the contractual objectives are being met. Periodic reviews should be completed to ensure contractor adherence to standards and compliance with project processes and schedules.
- 3.25 Evidence of skill or performance deficiencies should be documented and communicated to the contractor provider, and steps should be taken to resolve or terminate the contract.

4.0 RELEVANT MATERIALS/DOCUMENTS

This policy is consistent with the following federal and state authorities:

- 45 Code of Federal Regulations (CFR) §§ 164.308-316
- Freedom of Information Act
- Gramm-Leach Bliley Act (GLBA)
- Health Insurance Portability and Accountability Privacy Rule
- NIST SP 800-14 and NIST SP 800-53
- State Health Privacy Laws
- WV Code § 5A-6-4a
- WV Executive Order No. 7-03
- WVOT Policies Issued by the Chief Technology Officer (CTO).
<https://sites.google.com/wv.gov/othub/ot-policies>

Policy: **Contract Management**

State of West Virginia Office of Technology

Policy No: WVOT PO1012

Issue Date: 05/28/2010

Revised: 12/28/2023

Page 5 of 5

5.0 ENFORCEMENT & AUTHORITY

Any employee found to have violated this policy may be subject to disciplinary action up to and including dismissal. Disciplinary action will be administered by the employing agency and may be based upon recommendations of the WVOT and the **West Virginia Division of Personnel**. Please review the **WVOT Policy and Procedure Policy #1000** to review additional provisions concerning enforcement and policy authority.

6.0 POLICY-SPECIFIC DEFINITIONS

- 6.1 Contractor – Anyone who has a contract with the State or one of its entities.
- 6.2 Individual Contracts – Contracts with individuals for the purpose of providing a specific product or service to the State.
- 6.3 Information Technology (IT) – The technology involved with the transmission and storage of information. This includes the development, installation, implementation, and management of computer systems and applications.
- 6.4 ITECH Contractors – A list of pre-approved vendors used by the State, who compete for individual staffing needs based upon criteria developed by the agency and the WVOT.
- 6.5 Temporary Services Contracts – Contracts with temporary service agencies, which offer clerical or secretarial assistance.
- 6.6 State-Use Contracts – Contracts with specific outside companies to provide custodial services to State agencies.

7.0 CHANGE LOG HISTORY

- 1/30/2015 – Added Section 7.0, Change Log History;
 - Reorganized sections; Cleaned up Related Documents/Materials;
 - Made Policy-Specific Definitions;
- 09/01/2016 - Policy reviewed, no edits made.
- 10/20/2017 – Policy reviewed. Minor corrections made.
- 12/28/2023 - Updated web address for WVOT Policies in Section 4.0



EXHIBIT B

Attachment A: Contract Information Form

Issued by the CTO

Policy No: WVOT PO1012

Page 1 of 3

This form is to be used for all contracted individuals providing services within WVOT facilities, and must be completed and submitted as indicated PRIOR to the contract worker reporting to work. **All fields must be completed.**

State Agency Information:

Agency/Bureau/Division West Virginia

Hiring Supervisor Brandon Barr

Email brandon.l.barr@wv.gov Phone 304-558-2652

Contracting Company Information:

Contract Company Name Interclipse, Inc.

Contract Company Representative Brian Walsh

Email contracts@interclipse.com Phone 443-459-4600

Contractor Information:

Contractor Name _____

Hourly Rate TBD

Email _____ Phone _____

Has a criminal background check been performed on this Contractor? **Yes No** (circle one)
(Note: All results must be provided to the contractor's State manager.)

Projected Start Date _____ Projected End Date _____



Attachment A: Contract Information Form

Issued by the CTO

Area of Assignment (State Facility or Remote Location) _____

- Work Schedule:
- Sunday Hours: _____
 - Monday Hours: _____
 - Tuesday Hours: _____
 - Wednesday Hours: _____
 - Thursday Hours: _____
 - Friday Hours: _____
 - Saturday Hours: _____

WVOT Supervisor/Manager _____

Job Title Software Engineer _____

Has the contractor been employed by the State or agency in the past? Yes No

Start date of previous employment _____

End date of previous employment _____

Hourly rate associated with previous employment _____

Will the contractor connect to the WVOT network with State-issued equipment? Yes No

Items needed by contractor:

- Computer Access
- VPN Access
- Software (List) _____

- Portable Devices (List) _____

- Building and Garage Access Card(s)

Items completed and/or furnished by contractor:



EXHIBIT B

Attachment A: Contract Information Form

Issued by the CTO

Policy No: WVOT PO1012

Page 3 of 3

- Proof of Criminal Background Check
 - Proof of Residency Status and/or Work Permit
 - Signed Confidentiality Statement
 - Signed Policy Statement
 - Other (List) _____
-
-
-

Other Contract Information:

Funding Source _____

Contract Cap Amount: Hours: _____ Dollar Amount: _____

Reason for Request (Project function this person will fill) _____

Approvals:

This form must be signed by all of the following individuals prior to contractor beginning work

Agency Director _____ Date _____

Agency Secretary _____ Date _____

Contractor Manager _____ Date _____

Chief Technology Officer _____ Date _____



EXHIBIT B

Attachment B: Contract Employment Confirmation Form

Issued by the CTO

Policy No: WVOT PO1012

Page 1 of 1

This form is to be used for all contracted individuals providing IT services within the Executive Branch, and must be completed by the Contractor Provider and submitted every thirty (30) days to the WVOT. **All fields must be completed.**

Date _____

Name of Contractor _____

Name of Contractor Manager (state employee) _____

Agency/Bureau/Division _____

State Contractor Manager Email _____

State Contractor Manager Phone _____

P.O. # of Contract _____

Date of Last Confirmation _____

Expiration Date of Contract _____

By signing this form, I acknowledge that the abovementioned individual is currently employed with the State of West Virginia.

Contractor Provider Name (Print)

Contractor Provider Name (Signature)

Date



APPENDIX I

Federal Funds Contract Clause Addendum

CRFQ WWV2600000002 — Required Form

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure and replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____
Printed Name: _____
Title: _____
Date: _____

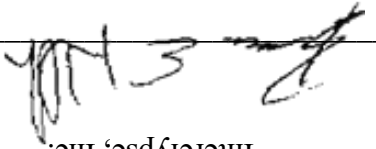
Vendor Name: Interlypse, Inc.
By:  _____
Printed Name: Brian Walsh
Title: President
Date: 4/1/2026

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

[Currentness](#)

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

© 2021 Thomson Reuters. No claim to original U.S.
Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page