



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 5

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 2046246

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: 4M Analytics Inc.

Alias/DBA: 4M Analytics Inc.

Total Bid: \$1,381,408.50

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2700000011

Published Date: 9/9/26

Close Date: 9/29/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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: 2046246
Solicitation Description: AI Utility Mapping (81270011)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-09-29 13:30	SR 0803 ESR09252600000003264	1

VENDOR
VS0000053693
4M Analytics Inc.

Solicitation Number: CRFQ 0803 DOT2700000011
Total Bid: 1381408.5
Response Date: 2026-09-25
Response Time: 14:51:53
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@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	Yr 1 Enterprise SaaS Application License (Unlimited Users)				40000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Once awarded, access is granted within 3 business days.

Extended Description:

AI Utility Mapping
Specifications Reference 3.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Yr 1 Standard Project Processing (Up to 200 projects max)	200.00000	EA	750.000000	150000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Once awarded, access is granted within 3 business days.

Extended Description:

AI Utility Mapping
Specifications Reference 3.1a

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Yr 1 Advanced QA / Engineering Validation	50.00000	EA	1200.000000	60000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Once awarded, access is granted within 3 business days

Extended Description:

AI Utility Mapping
Specifications Reference 3.1b

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Yr 1 Dedicated Consulting & Research Hours	50.00000	HOUR	0.010000	0.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Yr 1 Onboarding & Training Sessions	10.00000	EA	0.010000	0.10

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Yr 2 Enterprise SaaS Application License (Unlimited Users)				42000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Yr 2 Standard Project Processing	200.00000	EA	787.500000	157500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1a
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Yr 2 Advanced QA / Engineering Validation	50.00000	EA	1260.000000	63000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1b
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Yr 2 Dedicated Consulting & Research Hours	50.00000	HOURL	0.010000	0.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.1
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Yr 2 Onboarding & Training Sessions	10.00000	EA	0.010000	0.10

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.2
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Yr 3 Enterprise SaaS Application License (Unlimited Users)				44100.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1
Optional Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Yr 3 Standard Project Processing (Up to 200 projects max)	200.00000	EA	826.880000	165376.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1a
Optional Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Yr 3 Advanced QA / Engineering Validation - max 50 proj	50.00000	EA	1323.000000	66150.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1b
Optional Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Yr 3 Dedicated Consulting & Research Hours	50.00000	HOUR	0.010000	0.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.1
Optional Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Yr 3 Onboarding & Training Sessions	10.00000	EA	0.010000	0.10

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.2
Optional Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Yr 4 Enterprise SaaS Application License (Unlimited Users)				46305.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1
Optional Renewal Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Yr 4 Standard Project Processing (Up to 200 projects max)	200.00000	EA	868.220000	173644.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1a
Optional Renewal Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Yr 4 Advanced QA / Engineering Validation - max 50 proj	50.00000	EA	1389.140000	69457.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1b
Optional Renewal Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Yr 4 Dedicated Consulting & Research Hours	0.00000	HOUR	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.1
Optional Renewal Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Yr 4 Onboarding & Training Sessions	10.00000	EA	0.010000	0.10

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.2
Optional Renewal Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Yr 5 Enterprise SaaS Application License (Unlimited Users)				48620.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1
Optional Renewal Year 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Yr 5 Standard Project Processing (Up to 200 projects max)	200.00000	EA	911.620000	182324.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1a
Optional Renewal Year 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Yr 5 Advanced QA / Engineering Validation - max 50 proj	50.00000	EA	1458.600000	72930.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

AI Utility Mapping
Specifications Reference 3.1b
Optional Renewal Year 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Yr 5 Dedicated Consulting & Research Hours	50.00000	HOURL	0.010000	0.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.1
Optional Renewal Year 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Yr 5 Onboarding & Training Sessions	10.00000	EA	0.010000	0.10

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Included with application license cost. Scheduled by request.

Extended Description:

AI Utility Mapping
Specifications Reference 3.2.2
Optional Renewal Year 5



4M Analytics

www.4manalytics.com

info@4m-a.com

September 25, 2026

West Virginia Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Attn: Mr. John W. Estep, Buyer — John.W.Estep@wv.gov

Submitted via: wvOASIS Vendor Self-Service

Subject: Submission of Response to CRFQ 0803 DOT2700000011-1
Artificial Intelligence (AI) for Utility Mapping (81270011)
West Virginia Department of Transportation

Dear Mr. Estep:

On behalf of 4M Analytics Inc. ("4M" or "Vendor"), please find enclosed our response to CRFQ 0803 DOT2700000011-1, issued by the West Virginia Purchasing Division on behalf of the West Virginia Department of Transportation ("WVDOT") for a deployment of a Utility Mapping Software using Artificial Intelligence.

4M has reviewed the Solicitation in its entirety: the General Terms and Conditions, the Specifications, the Pricing Page (Attachment A), and the WV Office of Technology Cloud/SaaS Procurement Addendum, and confirms that it meets or exceeds every mandatory requirement in Sections 2.1 through 2.3 of the Specifications, without exception. All services will be performed directly by 4M personnel; no subcontractors are proposed.

Enclosures

- Signed Solicitation and Addendum Acknowledgement Form(s)
- Pricing Page; Attachment A, completed in full
- WV Office of Technology Cloud/SaaS Procurement Addendum, executed by 4M
- The General Terms and Conditions, executed by an authorized officer of 4M
- Disclosure of Interested Parties to Contracts (W. Va. Code §6D-1-2), as applicable will be provided upon request.
- This letter



4M Analytics

www.4manalytics.com

info@4m-a.com

1. Contract Manager (Specifications §7.5)

4M designates the following primary Contract Manager, who is responsible for overseeing 4M's obligations under this Contract and is available during normal business hours to address any customer service or other issue arising under it:

Contract Manager: Sharon Shenhar, Director of Legal

Telephone Number: 631-230-2099

Fax Number: Not applicable

Email Address: Sharon@4m-a.com

4M further designates the following Project Manager for day-to-day delivery, onboarding and coordination with WVDOT:

Project Manager: Casey Allen, Director of Customer Success

Telephone Number: (805) 452-0372

Email Address: Casey.Allen@4m-a.com

2. Vendor Overview

4M Analytics Inc. is the utility data platform for infrastructure intelligence. 4M operates a Software-as-a-Service application that uses artificial intelligence to collect and conflate utility records from public and proprietary sources: GIS datasets, as-builts, permit records, PDFs and high-resolution imagery, into a single, continuously maintained map of above-ground and underground utility infrastructure, delivered remotely and ready for use in early project design.

4M was founded in 2019 and incorporated in Delaware in 2021. The company employs approximately 120 personnel across two operating locations:

Austin, Texas. All 4M support services are provided by 4M's U.S.-based team in the United States, headquartered in Austin, Texas. These services include onboarding and training, ongoing platform support, guidance on how the utility data is generated and how it should be interpreted, project setup and review sessions with WVDOT staff, user adoption, and account management.

Tel Aviv, Israel. 4M's Israel office is responsible for the development, enhancement, testing, and maintenance of 4M's software platform. These activities are focused on the ongoing evolution of the product and are not dedicated to WVDOT. In the interest of full transparency, for platform maintenance and support, a limited number of authorized engineering personnel located outside the United States may have controlled technical access to the platform's production environment for the purposes of platform development and maintenance, subject to 4M's security controls, access management procedures, and audit logging.



4M Analytics

www.4manalytics.com

info@4m-a.com

4M is privately held and well capitalized, backed by institutional venture investors including Insight Partners and Viola Ventures, and has undergone no merger, acquisition or organizational restructuring in the last three years.

4M maintains current SOC 2 Type II accreditation and conducts independent penetration testing annually; the most recent test was completed on November 2, 2025.

4M serves state and local transportation agencies, including departments of transportation; architecture, engineering and construction firms delivering transportation infrastructure projects; and gas, electric and telecommunications utility owners. 4M is the developer and sole owner of the platform offered here.

3. Compliance with Mandatory Specifications

- **§2.1.2 — Cloud-based SaaS using AI.** 4M provides a cloud-based SaaS application that uses AI to map underground and above-ground utilities for transportation design projects, hosted on Amazon Web Services in the United States and accessed over HTTPS through any modern web browser.
- **§2.1.2 — Enterprise-wide, unlimited users.** 4M offers WVDOT an enterprise subscription for an unlimited number of users, with no per-user or per-seat licensing fees.
- **§2.1.3 — Capacity for 200 projects.** The platform and 4M's delivery organization have the capacity to process and manage up to two hundred (200) individual design projects over the contract year.
- **§2.1.4 — Higher-level validation and QA review.** 4M performs an advanced, higher-level validation and quality assurance engineering review for up to fifty (50) designated projects upon WVDOT request, performed by 4M's own QA engineering personnel.
- **§2.1.5 — ASCE 38-22 alignment.** All 4M mapping outputs state their alignment with ASCE 38-22 Quality Levels. 4M acknowledges that the software is a decision-support tool and does not replace required physical field verification.
- **§2.2.1.1 — Maintenance and support.** 4M provides ongoing software maintenance, updates, security patches and technical support for the duration of the pilot contract at no additional cost to WVDOT, backed by a 99.9% uptime commitment, 24/7 monitoring and response targets of 30 minutes (Critical), one hour (High) and 24 hours (Medium/Low). All support is delivered by 4M employees, including a dedicated Customer Success Manager.
- **§2.2.1.3 — Utility mapping research and consulting.** 4M provides utility mapping research capability and dedicated consulting hours to assist WVDOT in evaluating the platform's efficiency, data accuracy and cost-effectiveness



during early design, with findings reported in the quarterly reports required by §7.3.

- **§2.3.1 — Data protection.** SOC2 and SSO
- **§2.3.2 — Browser accessibility.** The platform is browser-based; WVDOT users are not required to install third-party desktop software or plug-ins.
- **§2.3.3 — WVOT Cloud/SaaS Addendum.** 4M has executed the Addendum the signed copy is enclosed.
- **§2.3.4 — State AI policy.** 4M will comply with all current West Virginia state AI policies and any such policies enacted during the life of the Contract.
- **§2.3.5 — State data ownership.** All WVDOT infrastructure, GIS and project data remain the exclusive property of the State. 4M will not use State data to train, fine-tune or refine any commercial or third-party AI model.

4. Training (§2.2.1.2)

4M provides comprehensive onboarding and training to ensure WVDOT personnel can successfully navigate and utilize the AI mapping application. All instruction is delivered by 4M's own implementation and customer success personnel - employees of the platform's developer and sole owner - so no third-party trainer authorization is required. All training costs, including virtual delivery, on-site travel for the kickoff cohort and all materials, are included in the pricing submitted on Attachment A and carry no additional cost to WVDOT.

Track 1 — End Users

Designers, project managers, planners, utility coordinators and field staff. Four (4) live, instructor-led sessions of approximately 1.5 hours each, delivered virtually with optional on-site delivery for the kickoff cohort at a WVDOT-designated location. Sessions are open to all participants in the cohort with no attendance limit, and each may be recorded. Content: platform navigation; accessing, filtering and interpreting utility data layers; reading AI-generated utility intelligence, confidence indicators and ASCE 38-22 Quality Level designations, including where field verification remains required; requesting a project and requesting the §2.1.4 higher-level QA review; exporting and integrating outputs into GIS, CAD and BIM workflows; flagging data discrepancies; support and escalation resources.

Track 2 — Administrators

System administrators, GIS leads and IT staff. Four (4) live, instructor-led sessions of approximately 1.5 hours each, delivered virtually with optional on-site delivery for the initial cohort, and recorded for asynchronous review. Content: user provisioning, custom roles and permissions; Single Sign-On configuration; organization-wide settings and team-based access control; integration with existing WVDOT systems;



4M Analytics

www.4manalytics.com

info@4m-a.com

data governance, audit logs and usage reporting; escalation paths and service levels; admin portal walkthrough.

Delivery schedule and continuing resources

Training is delivered over a 90-day onboarding window: administrator enablement, tenant configuration and the first end-user cohort in the first two weeks; successive end-user cohorts by district or division through day 60, including working sessions on live WVDOT projects rather than sample data; and an adoption review with the dedicated Customer Success Manager by day 90. All participants retain access to 4M's online knowledge base, recorded sessions and quick-reference materials. Refresher and new-joiner training is available on request throughout the contract term at no additional cost. Upon request, 4M will provide bios and credentials for assigned trainers prior to program commencement.

5. Contract Administration

- **Ordering (§4.1).** 4M accepts orders through wvOASIS, regular mail, facsimile, e-mail or any other written form of communication.
- **Activation (§5.1).** Within seventy-two (72) hours of a confirmed delivery order to proceed, 4M will grant platform access, provide administrative credentials and fully activate the unlimited-user subscription, with confirmation emailed to dottechpurchasing@wv.gov and dotsupport@wv.gov.
- **Remedy of deficiencies (§5.4).** 4M will correct any deficiency identified in writing by the Agency and provide a conforming product or service at no additional cost within five (5) business days of notification, or another mutually agreed timeframe.
- **Reporting (§7.3).** 4M will provide quarterly reports and annual summaries showing items purchased, quantities and total dollar value, plus any additional reports requested.
- **Insurance (General T&C §8).** Prior to award, 4M will furnish proof of Commercial General Liability insurance of at least \$1,000,000.00 per occurrence and Cyber Liability insurance of \$1,000,000.00 per occurrence, maintained throughout the life of the Contract.
- **Interested Party Disclosure (General T&C §43; W. Va. Code §6D-1-2).** 4M is privately held and is not listed on a national or international stock exchange. If the actual or estimated value of this Contract is at least \$1,000,000, 4M will submit the Disclosure of Interested Parties to the Agency prior to beginning work, and a supplemental disclosure of any new or differing interested parties within thirty (30) days following completion or termination of the Contract.
- **Pricing (Specifications §4.1).** Attachment A has been completed in full, including projected cost for each subsequent renewal term. 4M acknowledges



4M Analytics

www.4manalytics.com

info@4m-a.com

that no future use of the Contract or of any individual item is guaranteed or implied.

4M is prepared to begin immediately upon award and to activate WVDOT's subscription within the 72-hour window required by §5.1. Should you require any additional information or clarification, please do not hesitate to contact us.

Sincerely,

Justin Plotkin
Strategic Account Executive, Public Sector
4M Analytics Inc.
Justin.Plotkin@4m-a.com | (919) 675-0299

**REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation to establish an open-end contract to initiate a Pilot Project to utilize Artificial Intelligence (AI) for utility mapping across various design projects statewide. There is potential for the contract to be renewed and expanded for subsequent years. The primary objective of this pilot is to test the platform and assess the efficiencies and effectiveness of AI-assisted mapping during early project design phases. While the exact number of projects to be tested is currently undetermined, the total contract volume will not exceed a maximum of 200 projects, with up to 50 of those requiring a higher level of validation through additional quality assurance review. The Vendor shall provide a subscription-based application for an unlimited number of users, alongside support, maintenance, training, and utility mapping research.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 1.1 “Contract Item” or “Contract Items”** means the Software-as-a-Service (SaaS) application, unlimited user subscriptions, maintenance, support, and training services as more fully described by these descriptions.
 - 1.2 “Pricing Pages” “Attachment A,” and “ATT A”** means the schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
 - 1.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2. GENERAL REQUIREMENTS:

- 2.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 2.1.1 Technical and Software Requirements:**
Vendor must provide a product that meets or exceeds the following:

**REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)**

- 2.1.2 The Vendor shall provide a cloud-based, Software-as-a-Service (SaaS) application utilizing artificial intelligence (AI) to map underground and above ground utilities for various transportation design projects.
- 2.1.3 The application must provide an enterprise-wide subscription model allowing for an unlimited number of WVDOT users without incurring additional per-user seat licensing fees.
- 2.1.4 The application and Vendor platform must have the capacity to process and manage up to (200) individual design projects over the course of the contract year.
- 2.1.5 The vendor must possess the capability to perform an advanced, higher-level validation and quality assurance (QA) engineering review for up to Fifty (50) designated projects upon request by WVDOT.
- 2.1.6 All AI mapping outputs must state their alignment with *ASCE 38-22 Quality Levels*. The software acts as a decision support tool and does not replace the required physical field verification.

2.2 Maintenance, Support, and Training Requirements:

Vendor must provide a product that meets or exceeds the following:

- 2.2.1.1 The vendor shall provide ongoing software maintenance, updates, and technical support for the duration of the pilot program contract at no additional cost to WVDOT.
- 2.2.1.2 The vendor shall provide comprehensive onboarding and training sessions (virtual and/or recorded) to ensure WVDOT personnel can successfully navigate and utilize the AI mapping application.
- 2.2.1.3 The vendor shall provide utility mapping research capabilities or dedicated consulting hours to assist WVDOT in evaluating the platform's overall efficiency, data accuracy, and cost effectiveness during early project design phases.

2.3 DATA AND SECURITY REQUIREMENTS

Vendor must provide a product that meets or exceeds the following:

- 2.3.1 The application shall secure and protect all WVDOT project data, GIS layers, and state infrastructure information in accordance with West Virginia

**REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)**

Office of Technology (WVOT) security standards.

2.3.2 The Vendor's application shall be accessible via standard web browsers without requiring WVDOT users to install unauthorized third-party desktop software or plug-ins.

2.3.3 The vendor must sign and adhere to the cloud addendum required by the West Virginia Office of Technology (WVOT).
<https://www.state.wv.us/admin/purchase/Documents/WVCloud-SaaSProcurementAddendum.pdf>

2.3.4 The vendor must comply with all current West Virginia state Artificial Intelligence (AI) policies, as well as any upcoming state AI policies enacted during the life of the contract.
<https://technology.wv.gov/policy-governance/artificial-intelligence>

2.3.5 All WVDOT infrastructure, GIS, and project data remain exclusive state property. The vendor is strictly prohibited from using state data to train, finetune, or refine commercial or third party AI models.

3. CONTRACT AWARD:

3.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.1 Pricing Page, Attachment A ("ATT A"): Vendor must complete the Pricing Page by providing a total cost for the Contract Items being requested. Vendor must factor into their bid, for any projected cost increases for each subsequent renewal term. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. No future use of the Contract or any individual item is guaranteed or implied.

4.2 Vendors should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOasis within the solicitation attachments, however, Vendors

**REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)**

may request an electronic an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address:
John.W.Estep@wv.gov

4. ORDERING AND PAYMENT:

- 4.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 4.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5. DELIVERY AND RETURN:

- 5.1 Delivery Time:** Vendor grant access to the platform, provide administrative access credentials, and fully activate the unlimited user subscription after receiving confirmation via delivery order to proceed within (72) hours of confirmation and should be emailed to dottechpurchasing@wv.gov and dotsupport@wv.gov
- 5.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be ground for cancellation of the Contract, and/or obtaining the Contract Items from a third party. Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 5.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)**

5.4 Return of Unacceptable Items: If the Agency determines that the SaaS application, deliverables, or the higher-level validation/quality assurance (QA) reviews fail to meet the mandatory specifications or performance standards outlined in this Contract, the Agency will notify the Vendor in writing. The Vendor shall have five (5) business days from the date of notification (or another mutually agreed timeframe) to correct the deficiency and provide a full product or service at no additional cost to the Agency. If the Vendor is unable to remedy the deficient software or service to the Agency's satisfaction, the Agency shall receive full credit or refund for the purchase price of the non-conforming item or service, at the Agency's discretion.

5.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

6. VENDOR DEFAULT:

6.1 The following shall be considered a vendor default under this Contract.

- 6.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 6.1.2 Failure to comply with other specifications and requirements contained herein.
- 6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 6.1.4 Failure to remedy deficient performance upon request.

**REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)**

6.2 The following remedies shall be available to Agency upon default.

6.2.1 Immediate cancellation of the Contract.

6.2.2 Immediate cancellation of one or more release orders issued under this Contract.

6.2.3 Any other remedies available in law or equity.

7. MISCELLANEOUS:

7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. To receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition. The vendor shall provide technical specifications with bid documentation.

REQUEST FOR QUOTATION
Artificial Intelligence (AI) for Utility Mapping
(81270011)

7.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sharon Shenhar
Telephone Number: 631-2302099
Fax Number: _____
Email Address: Sharon@4m-a.com

Signed by: 9/24/2026

1F180AF82E354D2... 4M Analytics Tomer Levy, CFO

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to (4) Four successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Justin Plotkin

(Address) 701 Brazos St., Austin TX 78701

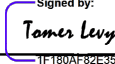
(Phone Number) / (Fax Number) (919) 675-0299

(email address) Justin.Plotkin@4m-a.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

4M Analytics Inc.
(Company)

 Tomer Levy
(Signature of Authorized Representative)

Tomer Levy, CFO 9/24/2026
(Printed Name and Title of Authorized Representative) (Date)

(928) 928 0237
(Phone Number) (Fax Number)

Tomerl@4m-a.com
(Email Address)

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

Version 11-1--19

AGREED:

Name of Agency:_____

Signature:_____

Title:_____

Date:_____

Name of Vendor:_____ 4M Analytics Inc.

Signature:_____

Signed by:

Tomer Levy

1F180AF82E354D2...

Title:_____ Tomer Levy, CFO

Date:_____ 9/24/2026

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: 4M Analytics Inc.

Name of Agency: _____

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes ☐
No ☐
2. If yes to #1, does the restricted information include personal data?
Yes ☐
No ☐
3. If yes to #1, does the restricted information include non-public data?
Yes ☐
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes ☐
No ☐

5. Provide name and email address for the Department privacy officer:

Name: _____

Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Aran Pauker, VP R&D

Email address: Aran.Pauker@4m-a.com

Phone Number: (928) 928-0237

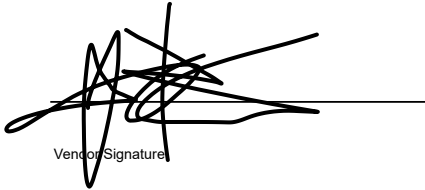
EXHIBIT A - PRICING PAGE
LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305
81270011 AI Utility Mapping

4M ANALYTICS Inc.

Specifications Reference	Description	Unit of Measure	Quantity	Unit Cost	Extended Price Total	Year 2	Year 3	Year 4	Year 5
3.1	Enterprise SaaS Application License (Unlimited Users)	Year	1	\$40,000.00	\$40,000.00	\$42,000.00	\$44,100.00	\$46,305.00	\$48,620.00
3.1a	Standard Project Processing (Up to 200 projects max)	Project	200	\$750.00	\$150,000.00	\$157,500.00	\$165,375.00	\$173,643.00	\$182,325.00
3.1b	Advanced QA / Engineering Validation (Up to 50 projects max)	Project	50	\$1,200.00	\$60,000.00	\$63,000.00	\$66,150.00	\$69,457.00	\$72,930.00
3.2.1	Dedicated Consulting & Research Hours	Hour	50	\$0.00	Included in Application License Cost	Included in Application License Cost	Included in Application License Cost	Included in Application License Cost	Included in Application License Cost
3.2.2	Onboarding & Training Sessions	Sessions	10	\$0.00	Included in Application License Cost	Included in Application License Cost	Included in Application License Cost	Included in Application License Cost	Included in Application License Cost

\$250,000.00

The Pricing Pages contain a list of the Contract Items and quantities to be purchased.
****All quantities are estimated and can be more or less****


 Vendor Signature

