

FAX COVER SHEET

VENDOR NAME: Waverly Industries LLC

BUYER: John Estep

SOLICITATION: CRFQ 0803 DOT2600000048

BID OPENING: December 30, 2025 1:30PM

FAX: 304-558-3970

RECEIVED
2025 DEC 29 AM 8:07
SAN PEDRO COUNTY
FACILITY



VIA FAX 304-558-3970

December 28, 2025

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

Re: Solicitation DOT2600000048

We are pleased to submit herewith our bid for beet-based deicing products in response to the solicitation cited above. As you will note in the bid documents, we are bidding on GeoMelt 55® as well as GeoMelt® PLUS which is a beet and brine-based product.

Enclosed find:

- 1) Executed Terms and Conditions
- 2) Completed form CRFQ_0803_DOT2600000048_2_WV_CRFQ_FORM
- 3) Exhibit A spreadsheet
- 4) Copy of our Certificate of Insurance
- 5) Page 10 of the Specifications indicating Contract Manager
- 6) Addendum acknowledgement
- 7) GeoMelt® PLUS Product Data Sheet; SDS; Label

We trust you will find these documents in order.

Respectfully,
WAVERLY INDUSTRIES LLC dba Road Solutions

Theodore Schenberg
CEO



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

**State of West Virginia
Centralized Request for Quote
Highways**

Proc Folder: 1863347

Doc Description: Beet Based Deicing Product

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-12-22	2025-12-30 13:30	CRFQ 0803 DOT2600000048	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Waverly Industries LLC (dba Road Solutions)

Address :

Street : 15015 Ascot Hills Dr S

City : Carmel

State : IN

Country : US

Zip : 46032

Principal Contact : Theodore Schenberg

Vendor Contact Phone: 317-243-3248

Extension: 3

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 851275484

DATE 12-28-25

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Beet Based Deicing Products - Supplemental Contract, for use for WVDOH projects throughout the state of West Virginia. This contract is intended for WVDOH District 2, District 3, District 5, District 6, District 7, and District 10. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Beet Based Deicing Solution w Chloride, 275 gal tote	0.00000	EA	619.00	619.00

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt PLUS	

Extended Description:
per tote

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Beet Based Deicing Solution w Chloride, 1000-2000 gal del	0.00000	GL	\$2.90	\$2.90 /gl

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt PLUS	

Extended Description:
Delivery Size Range: 1000-2000 gallons delivered

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Beet Based Deicing Solution w Chloride, 2001-4000 gal del	0.00000	GL	\$2.20	\$2.20/gl

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt PLUS	

Extended Description:

Delivery Size Range: 2001-4000 gallons delivered

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Beet Based Deicing Solution w Chloride, 4001 or greater gal	0.00000	GL	\$1.99	\$1.99/gl

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt PLUS	

Extended Description:

Delivery Size Range: 4001 gallons or greater delivered

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	GeoMelt 55 275 gal tote	0.00000	EA	\$1495.00	\$1495.00

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt 55	

Extended Description:
per tote

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	GeoMelt 55 1000-2000 gal delivered	0.00000	GL	\$4.50	\$4.50/gl

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt 55	

Extended Description:
Delivery Size Range: 1000-2000 gallons delivered

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	GeoMelt 55, 2001-4000 gal delivered	0.00000	GL	\$3.98	\$3.98/gl

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt 55	

Extended Description:

Delivery Size Range: 2001-4000 gallons delivered

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	GeoMelt 55, 4001 or greater gal delivered	0.00000	GL	\$3.85/gl	\$3.85/gl

Comm Code	Manufacturer	Specification	Model #
46161506	Waverly Industries LLC	GeoMelt 55	

Extended Description:

Delivery Size Range: 4001 gallons or greater delivered

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Demurrage, charged after 2 hour grace period, per each 1/4 H	0.00000	EA	\$75.00	\$75.00 per1/4 h

Comm Code	Manufacturer	Specification	Model #
76122401			

Extended Description:
Demurrage, charged after 2 hour grace period, per each 1/4 H

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-12-22

	Document Phase	Document Description	Page
			7
DOT2600000048	Final	Beet Based Deicing Product	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2600000048

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Waverly Industries LLC

Company



Authorized Signature

12-28-25

Date

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

Beet Based Deicing Solution
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

Vendors may bid any or all Contract Items, and any or all Districts listed below. All Contract Items bid must include a Product Data Sheet and Safety Data Sheet prior to award (Section 3.2.5). If bidding a proposed equal, the vendor must provide the name of the product bid and supporting documentation (Section 3.2.4). This is a multiple vendor award contract. A contract will be awarded to the lowest bidding vendor, per product, per District which meets all mandatory requirements of this Contract. No future use of the Contract or any individual item is guaranteed or implied.

ALL BID PRICES INCLUDE DELIVERY WITHIN THE UNIT PRICE BID; NO SEPERATE DELIVERY CHARGE IS PERMITTED.

VENDOR NAME: WAVERLY INDUSTRIES LLC

DISTRICT 2: Cabell, Lincoln, Logan, Mingo and Wayne counties	Contract Item #	Description	Est. Qty	Unit of Measure	Delivery Size Range	List Price
	1	Beet Based Deicing Solution with Chloride, 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt PLUS</i>		Each	-----	\$619.00
	2	Beet Based Deicing Solution with Chloride, per gallon delivered.	0	Gallon	1000-2000	\$ 2.90
	3	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 2.20
	4	GeoMelt PLUS	0	Gallon	4001 or greater	\$ 1.99
	5	GeoMelt® 55 Liquid Organic Additive 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt 55</i>	120	Each	-----	\$ 1,495.00
	6	GeoMelt® 55 Liquid Organic Additive, per gallon delivered.	0	Gallon	1000-2000	\$ 4.50
	7	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 3.98
	8	GeoMelt 55	0	Gallon	4001 or greater	\$ 3.85
	9	Demurrage, charged after 2 hour grace period, per each 1/4 Hour.	0	Each	-----	\$75.00

DISTRICT 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties	Contract Item #	Description	Est. Qty	Unit of Measure	Delivery Size Range	List Price
	1	Beet Based Deicing Solution with Chloride, 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt PLUS</i>		Each	-----	\$619.00
	2	Beet Based Deicing Solution with Chloride, per gallon delivered.	0	Gallon	1000-2000	\$ 2.90
	3	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 2.20
	4	GeoMelt PLUS	0	Gallon	4001 or greater	\$ 1.99
	5	GeoMelt® 55 Liquid Organic Additive 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt 55</i>	120	Each	-----	\$ 1,495.00
	6	GeoMelt® 55 Liquid Organic Additive, per gallon delivered.	0	Gallon	1000-2000	\$ 4.50
	7	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 3.98
	8	GeoMelt 55	0	Gallon	4001 or greater	\$ 3.85
	9	Demurrage, charged after 2 hour grace period, per each 1/4 Hour.	0	Each	-----	\$75.00

Beet Based Deicing Solution
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR NAME: WAVERLY INDUSTRIES LLC

DISTRICT 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties	Contract Item #	Description	Est. Qty	Unit of Measure	Delivery Size Range	List Price
	1	Beet Based Deicing Solution with Chloride, 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt PLUS</i>		Each		\$619.00
	2	Beet Based Deicing Solution with Chloride, per gallon delivered.	0	Gallon	1000-2000	\$ 2.90
	3	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 2.20
	4	GeoMelt PLUS	0	Gallon	4001 or greater	\$ 1.99
	5	GeoMelt® 55 Liquid Organic Additive 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt 55</i>	120	Each		\$ 1,495.00
	6	GeoMelt® 55 Liquid Organic Additive, per gallon delivered.	0	Gallon	1000-2000	\$ 4.50
	7	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 3.98
	8	GeoMelt 55	0	Gallon	4001 or greater	\$ 3.85
	9	Demurrage, charged after 2 hour grace period, per each 1/4 Hour.	0	Each		\$75.00

DISTRICT 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties	Contract Item #	Description	Est. Qty	Unit of Measure	Delivery Size Range	List Price
	1	Beet Based Deicing Solution with Chloride, 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt PLUS</i>		Each		\$619.00
	2	Beet Based Deicing Solution with Chloride, per gallon delivered.	0	Gallon	1000-2000	\$ 2.90
	3	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 2.20
	4	GeoMelt PLUS	0	Gallon	4001 or greater	\$ 1.99
	5	GeoMelt® 55 Liquid Organic Additive 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt 55</i>	120	Each		\$ 1,495.00
	6	GeoMelt® 55 Liquid Organic Additive, per gallon delivered.	0	Gallon	1000-2000	\$ 4.50
	7	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 3.98
	8	GeoMelt 55	0	Gallon	4001 or greater	\$ 3.85
	9	Demurrage, charged after 2 hour grace period, per each 1/4 Hour.	0	Each		\$75.00

**Beet Based Deicing Solution
ATTACHMENT A PRICING PAGE (ATT A)**

VENDOR NAME: **WAVERLY INDUSTRIES LLC**

DISTRICT 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties	Contract Item #	Description	Est. Qty	Unit of Measure	Delivery Size Range	List Price
	1	Beet Based Deicing Solution with Chloride, 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt PLUS</i>		Each	-----	\$619.00
	2	Beet Based Deicing Solution with Chloride, per gallon delivered.	0	Gallon	1000-2000	\$ 2.90
	3	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 2.20
	4	GeoMelt PLUS	0	Gallon	4001 or greater	\$ 1.99
	5	GeoMelt® 55 Liquid Organic Additive 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt 55</i>	120	Each	-----	\$ 1,495.00
	6	GeoMelt® 55 Liquid Organic Additive, per gallon delivered.	0	Gallon	1000-2000	\$ 4.50
	7	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 3.98
	8	GeoMelt 55	0	Gallon	4001 or greater	\$ 3.85
	9	Demurrage, charged after 2 hour grace period, per each 1/4 Hour.	0	Each	-----	\$75.00

DISTRICT 10: McDowell, Mercer, Raleigh and Wyoming counties	Contract Item #	Description	Est. Qty	Unit of Measure	Delivery Size Range	List Price
	1	Beet Based Deicing Solution with Chloride, 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt PLUS</i>		Each	-----	\$619.00
	2	Beet Based Deicing Solution with Chloride, per gallon delivered.	0	Gallon	1000-2000	\$ 2.90
	3	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 2.20
	4	GeoMelt PLUS	0	Gallon	4001 or greater	\$ 1.99
	5	GeoMelt® 55 Liquid Organic Additive 275 gallon tote. <i>Product Name and Vendors Invoice Description : GeoMelt 55</i>	120	Each	-----	\$ 1,495.00
	6	GeoMelt® 55 Liquid Organic Additive, per gallon delivered.	0	Gallon	1000-2000	\$ 4.50
	7	<i>Product Name and Vendors Invoice Description :</i>	0	Gallon	2001-4000	\$ 3.98
	8	GeoMelt 55	0	Gallon	4001 or greater	\$ 3.85
	9	Demurrage, charged after 2 hour grace period, per each 1/4 Hour.	0	Each	-----	\$75.00

REQUEST FOR QUOTATION
Beet Based Deicing Products - Supplemental

- 8.3 Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**
- 8.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 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. Waverly Industries LLC

Contract Manager: Theodore Schenberg
Telephone Number: 317-243-3248 x3
Fax Number: 317-536-3180
Email Address: tschenberg@waverlyindustries.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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 6 months. 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 Three (3) 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 cancellation, 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: _____ 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.b.

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 heath, 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) Theodore Schenberg CEO
(Address) 15015 Ascot Hills Dr S Carmel IN 46032
(Phone Number) / (Fax Number) 317-243-3248 x3
(email address) tschenberg@waverlyindustries.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.

Waverly Industries LLC (dba Road Solutions)

(Company)

(Signature of Authorized Representative)
Theodore Schenberg CEO

(Printed Name and Title of Authorized Representative) (Date)
317-243-3248 X3

(Phone Number) (Fax Number)
tschenberg@waverlyindustries.com

(Email Address)



Product Data Sheet

GEOMELT® PLUS Anti-icing/Deicing Fluid

GEOMELT® PLUS is a natural organic product blended with de-sugared Beet Juice and Natural Brine that features snow and ice control performance superior to traditional brines. GEOMELT® PLUS will reduce salt application rates by ~30% and substantially reduce operating costs while providing a sustainable and environmentally sensitive alternative. GEOMELT® PLUS contains sodium, calcium, potassium, and magnesium chlorides.

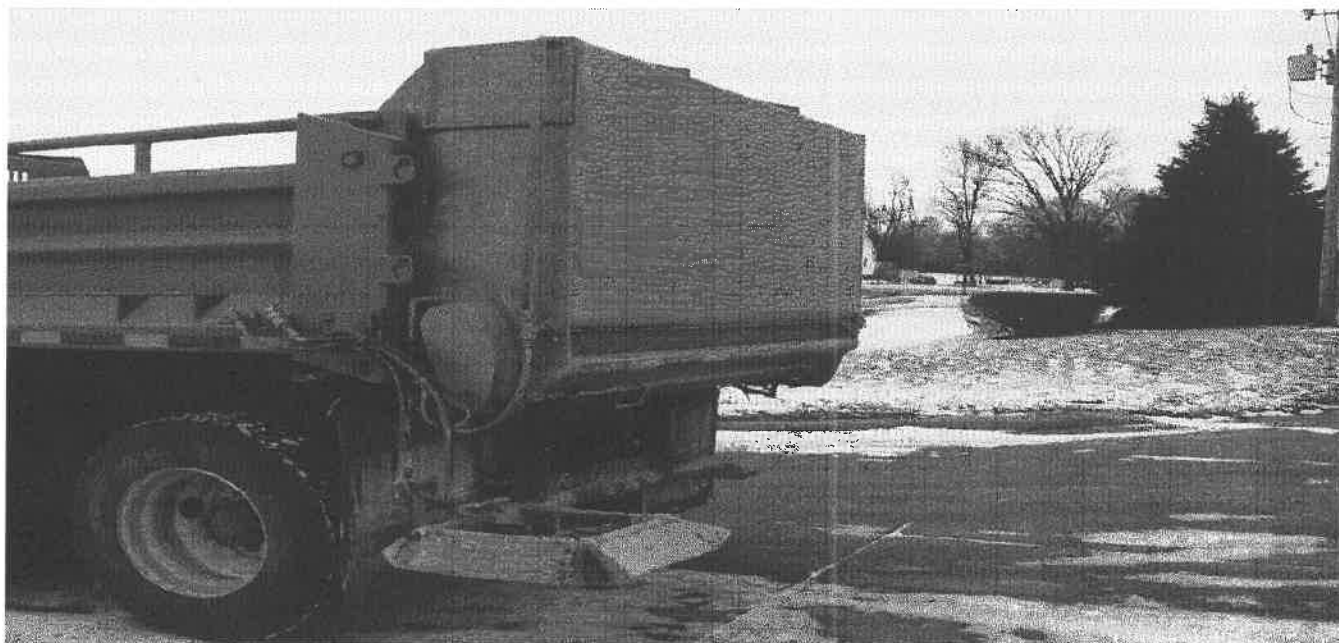
Typical Properties

Appearance	Brown	Freeze Point	-30°F (-34°C)
Specific Gravity	1.24	pH	6.5 – 8.5
Wt. / Gal.	~10.4 pounds/gal	Water Solubility	Complete

Applications

GEOMELT® PLUS Anti-icing/Deicing fluid is highly effective for prewet, anti-icing and deicing. The suggested usage levels should be considered as starting points and should be adjusted based on field operator experience, current local conditions and weather expectations.

Prewet



Apply at spinner or auger
Reduce application rate 30%
Freeze point -20°F (-28°C)
Reduce bounce and scatter loss

Reduce Operating Cost
Truck and Employee can cover 30% more area
Reduced corrosion
Reduce equipment replacement cost
Increase Manpower & Equipment efficiency
Can use gravity flow application equipment

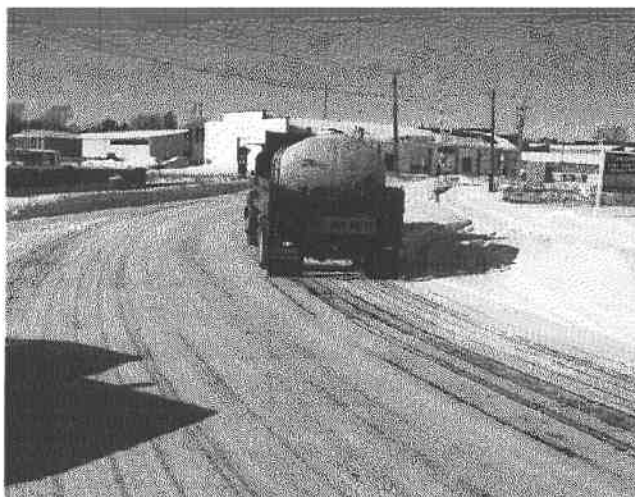
Anti – icing



Apply before storm event to prevent Bonding
 Apply at 30-40 gals / Ln mile**
 Reduced application rates 30%
 Reduce application rate for Frost protection - bridges
 Residual will last 4-6 days

Truck and Employee can cover 30% more area
 Prevents snow & ice bonding – removal easier
 Increase Manpower & Equipment efficiency
 Reduced corrosion

Deicing



Allow product to penetrate – breaking bond to road



Burns through hardpack to break bond with road
 Breaking bond makes removal easier

GEOMELT® products are produced under US Patent's, additional Patents Pending.

The information and recommendations in this publication are to the best of seller's knowledge, accurate. However because of numerous factors affecting test results, seller makes no warranty of any kind, express or implied other than product conforms to its applicable current standard specifications. Statements concerning the use of the products or formulations described herein are not to be construed as recommending the infringement of any patent.



Safety Data Sheet

SECTION 1 – Identification

Product: GEOMELT® PLUS anti-icing/deicing fluid

Formula: Desugared beet juice and a blend of natural chlorides

Manufacturer: Road Solutions 145 W Shore Dr Culver IN 46511

24-Hour Emergency Assistance: 800-428-3266 x 3

SECTION 2 –Hazard(s) identification

NFPA Identification - GEOMELT® PLUS Health – 0, Fire – 0, Instability - 0.

NFPA – Hazard Identification: This system identifies the hazards in three categories: Health, Flammability and Reactivity and indicates the order of severity ranging from 4 indicating a severe hazard to 0 indicating no special hazard.

SARS-EPA SARA Title III Hazard Categories: 1-Fire Hazard, 2-Sudden Release of Pressure, 3-Reactive, 4-Immediate (Acute) Health Hazard, 5-Delayed (Chronic) Health Hazard.

SECTION 3 – Composition / information on ingredients

Composition : Trade Secret	Ingredients :Trade Secret
No hazardous ingredients per GHS	

SECTION 4 – First Aid Measurers

Emergency and First Aid Procedures:

Ingestion: If ingested seek medical supervision.

Skin Contact: Wash skin with water and mild soap. If irritation occurs, seek medical attention.

Eye Contact: Flush eyes with plenty of water for 30 minutes. Get medical attention if warranted.

Inhalation: Remove to fresh air. Seek medical attention if irritation persists.

SECTION 5 – Fire – Fighting Measurers

Flash Point (Method Used): Not applicable

Flammable Limits: LEL – not applicable UEL – Not applicable

Special Fire Fighting Procedures: Wear proper fire - fighting equipment

Unusual Fire and Explosion Hazards: None

SECTION 6 – Accidental Release Measurers

Material is Released or Spilled: All spills should be contained and picked up with earthen or other absorbent material and placed in suitable container.

Waste Disposal Method: Follow Local, State, Federal regulations.

SECTION 7 – Handling and Storage

Precautions Handling and Storing: Spilled material may be slippery. Clean up spills completely before walking in the area of spillage.

Other Precautions: Follow Local, State and Federal regulations.

SECTION 8 – Exposure Control / Personal Protection

Personal Protective Equipment: Protective clothing, gloves and safety eyewear protection are not required, but recommended. Use appropriate NIOSH-approved respirator when needed. Respirator selection must be based on contamination levels found in the work area. Comply with OSHA standards 29 CFR 1910.134 Respiratory Protection and 29 CFR 1910.1000 Air contaminants Permissible Exposure Limits. Eyewash and Safety Shower should be available. Follow good housekeeping and manufacturing practices.

Ventilation: Use general or local exhaust ventilation to meet OSHA PELs or ACGIH TLV requirements.

SECTION 9 Physical and Chemical Properties

Boiling Point (F): Not Available	Specific Gravity (H₂O=1): ~ 1.24
Vapor Pressure (mmHg): Not available	Evaporation Rate (n-BuAc=1): Not available
Vapor Density (Air=1): Not available	Melting Point: Not available
Solubility in Water: Complete	pH: ± 6.5– 8.5
Appearance and Odor: dark aqueous solution; sweet odor	

SECTION 10 – Stability and Reactivity

Stability: Stable

Conditions to avoid: None

Incompatibility: (Materials to Avoid): May corrosive to light metals.

Hazardous Decomposition Products: Thermal decomposition may produce oxides of carbon.

Hazardous Polymerization: Will not occur.

SECTION 11 Toxicological Information

Product Ingredients not listed in the National Toxicology Program (NTP) Report on Carcinogens or has been found to be a potential carcinogen in the International Agency for Research on Cancer (IARC) Monographs, or by OSHA.

Route(s) of Entry: Inhalation – none. Skin – unlikely. Eyes – yes. Ingestion – unlikely.

Carcinogenicity: NTP – no. OSHA –no.

Threshold Limit Value: See Section II

Acute Oral Toxicity (rat): Low acute oral toxicity; LD₅₀ for rats is >5 g/kg.

Skin Contact: May cause irritation.

Eye Contact: May be irritating to eyes.

Inhalation: None

Effects of Overexposure: Acute signs and symptoms as listed.

SECTION 12 – Ecological Information

Non Mandatory – Regulated by Other Government Agency.

Investigate Local, State and Federal Regulations.

SECTION 13 – Disposal Considerations

Non Mandatory – Regulated by Other Government Agency.

Investigate Local, State and Federal Regulations.

SECTION 14 – Transportation Information

Non Mandatory – Regulated by Other Government Agency.

Investigate Local, State and Federal Regulations.

SECTION 15 – Regulatory Information

Non Mandatory – Regulated by Other Government Agency.

Investigate Local, State and Federal Regulations.

SECTION 16 – Other Information

The information contained herein is furnished without warranty of any kind. Employees should use this information only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees.



GEOMELT® PLUS

(GeoMelt® 55 plus Natural Brine)

DE-SUGARED BEET-BASED ANTI-ICING/DEICING SOLUTION

GEOMELT PLUS is an agricultural product **blended with de-sugared beet juice plus natural brine containing potassium, sodium, calcium and magnesium chloride** that features ice control performance equal or superior to traditional brines, but less corrosive. May be used straight or mixed with rock salt or brine.

Applications:

GEOMELT PLUS is highly effective for anti-icing, deicing and pre-wetting. The suggested usage levels should be considered as starting points and should be adjusted as needed based on operator experience and to meet local conditions such as current and expected road and air temperatures, precipitation, traffic volume, etc.

Directions:

Anti-icing: Apply at 20 to 30 gallons per lane mile (71 liters per kilometer) when mixed with salt or other brines. Adjust for local conditions. Stream-apply for treating roads, use a fan spray, or mist for parking lots. Begin application when the pavement temperature is expected to drop to 32° F (0° C) or below, ideally as precipitation is beginning.

Deicing: Apply initially at 40 gallons per lane mile (94 liters per kilometer) when mixed with sodium chloride or other chlorides, depending upon the accumulation. Adjust rate depending upon accumulation. Stream-apply for treating roads, use a fan spray, or mist for parking lots. Allow to penetrate the accumulation, then plow as usual.

Prewetting: Apply at 5 per ton of salt or salt/sand mixture (21 to 42 liters per metric ton) at the spinner. Adjust amount needed according to local conditions.

KEEP OUT OF REACH OF CHILDREN

First Aid: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation occurs, get medical attention. IF ON SKIN (OR HAIR): Wash with soap and water. If skin irritation occurs, get medical attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call poison control center if unwell. IF SWALLOWED: Rinse mouth. Drink large quantities of water. Call poison control center or doctor if unwell.

This material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910 1200).

For Industrial and Commercial use only. Manufacturer is not responsible for any injury, loss, or damage, if product is used in any manner not in compliance with label directions or if precautions are not observed.

Contains: Calcium Chloride (10043-52-4), Sodium Chloride (7647-14-5), GEOMELT 55 (68476-78-8), Magnesium Chloride (7786—30-3), Potassium Chloride (7447-04-7)
HMIS: Health 1; Fire 0; Reactivity 0; Personal Protection B; salt

MADE IN THE USA

Road Solutions, a division of Waverly Industries, LLC.
145 W Shore Dr. Culver, IN 46511
800-925-7052 www.CPIRoadSolutions.com

275 GALLONS (1040 LITERS)



WAVEIND-01

MIRANDA CONRAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 8900 Keystone Crossing Suite 900 Indianapolis, IN 46240	CONTACT NAME: Miranda Conrad	FAX (A/C, No): (765) 362-1611	
	PHONE (A/C, No, Ext): (765) 368-5363	E-MAIL ADDRESS: miranda.conrad@nfp.com	
INSURED Waverly Industries LLC 145 West Shore Dr Culver, IN 46511	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Kinsale Insurance Company		38920
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01003305491	10/22/2025	10/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE