



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 14, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Safety-Kleen Systems, Inc. (VC #175583), Norwell, MA in an amount up to and not to exceed \$2,645,516.25 for the supply of motor oils, lubricants, and full synthetic compounds, with the option to renew for up to an additional two years, effective upon Governor and Executive Council approval through October 31, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid RFP (2982-25) on November 20, 2024, with responses due on December 6, 2024. This RFB reached 245 vendors through the NIGP registry with an additional 9 directly sourced. There were 7 compliant responses were received for this multi-award contract with Safety-Kleen Systems, Inc. and Royco Distributors, Inc. Safety-Kleen Systems, Inc. submitted the lowest compliant total pricing for 10 line items. The procurement period was extended as Jafar Pro LLC submitted the lowest cost for 7 line items, but after beginning negotiations, they became unresponsive. Jafar Pro LLC was given a firm date to respond and informed if no response was received, their bid would be considered withdrawn. When no response was received, BoPP entered into negotiations with the next lowest bidders for those 7 line items.

After completing a Best and Final Offer (BAFO) form, the bid submitted by Safety-Kleen Systems, Inc. represents an annual cost avoidance of \$39,687.00, or 6%, from the next lowest bidders and \$403,320.01, or 37%, annual cost savings from the expiring contracts (Contract #8002979, 8003206, and 8003209). By approving this requested contract for motor oils, lubricants, and full synthetic compounds, significant economic benefits can be attained. This not only saves time but also enables better estimate planning for annual inventory, budgets, and minimizes the impact of continued escalated inflation costs. Additionally, having an available statewide supply contract ensures the availability of necessary items, reducing the need for

excessive stock levels due to uncertainty of resupply. Municipalities that maintain a large fleet can also enjoy these economic advantages.

The requested price limitation for this contract is \$2,645,516.25 and is inclusive of anticipated State agency need, including an allowance for balance of product line purchases and additional commodities that may arise throughout the contract term.

Contract financials	
Estimated annual spend	\$678,337.50
Estimated 3-year term spend	\$2,035,012.50
Add allowance for balance of product line	\$610,503.75
Price limitation	\$2,645,516.25

Based on the foregoing, I am respectfully recommending approval of the contract with Safety-Kleen Systems, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

Bid Description	Motor Oils, Lubricants, and Full Synthetic Compounds	Agency	Statewide
RFB#	2982-25	RQ#	N/A
Agent Name	Abbie Joy	Bid Closing	45637

	Allegiance Trucks	Brenntag Lubricants	Certified Laboratories	Jafar Pro	Romeo Enterprises	Royco Distributors	Safety-Kleen	Expiring Contracts
<b>GROUP 1 PRODUCTS</b>								
<b>EXTENDED PRICES</b>								
10W-30	\$8,535.01	\$6,869.50	\$13,975.50	Withdrawn	\$10,884.61	\$5,453.25	\$5,060.00	\$7,946.40
10W-30	\$64,656.00	\$71,856.00	\$150,400.00	Withdrawn	\$92,409.60	\$63,984.00	\$52,800.00	\$87,768.00
10W-30	\$4,902.95	\$3,997.50	\$9,197.50	Withdrawn	\$6,256.90	\$3,201.25	\$2,827.50	\$4,402.45
15W-40	\$7,843.50	\$6,245.00	\$12,045.00	Withdrawn	\$9,895.10	\$4,767.50	\$4,600.00	\$7,224.00
15W-40	\$26,940.00	\$29,940.00	\$67,666.66	Withdrawn	\$38,504.00	\$22,660.00	\$22,000.00	\$36,570.00
15W-40	\$8,838.00	\$3,368.25	No Bid	Withdrawn	\$4,331.70	\$2,647.50	No Bid	\$3,852.75
<b>GROUP 2 PRODUCTS</b>								
<b>EXTENDED PRICES</b>								
5W-40	No Bid	\$22,825.00	\$13,667.50	Withdrawn	\$11,986.10	\$9,999.50	\$10,300.00	\$10,191.80
5W-40	No Bid	\$13,683.00	\$9,897.50	Withdrawn	\$7,023.75	\$5,295.00	\$6,168.75	\$6,285.75
<b>GROUP 3 PRODUCTS</b>								
<b>EXTENDED PRICES</b>								
10W-30	No Bid	\$246.66		Withdrawn	\$480.00	\$177.33	\$208.00	\$375.00
5W-30	No Bid	\$18,500.00	\$53,085.00	Withdrawn	\$29,645.00	\$13,990.00	\$15,375.00	\$21,400.00
5W-30	No Bid	\$2,464.00	\$6,833.75	Withdrawn	\$4,500.00	\$1,828.75	\$1,975.00	\$2,867.65
5W-20	No Bid	\$37,000.00	\$106,170.00	Withdrawn	\$59,290.00	\$27,980.00	\$30,750.00	\$42,800.00
<b>GROUP 4 PRODUCTS</b>								
<b>EXTENDED PRICES</b>								
GM ATF	No Bid	No Bid	\$1,886.50	Withdrawn	\$1,736.10	\$515.25	\$500.00	\$540.58
GM ATF	No Bid	No Bid	\$3,033.75	Withdrawn	\$2,532.50	\$797.50	\$775.00	\$832.75
Ford ATF	No Bid	No Bid	\$1,886.50	Withdrawn	\$1,736.10	\$695.75	\$500.00	\$540.58
Ford ATF	No Bid	No Bid	\$3,033.75	Withdrawn	\$2,532.50	\$1,050.00	\$775.00	\$832.75
<b>GROUP 5 PRODUCTS</b>								
<b>EXTENDED PRICES</b>								
SAE 10	No Bid		\$1,277.50	Withdrawn	\$1,938.20	\$452.50	\$580.00	\$645.50
<b>GROUP 6 PRODUCTS</b>								
<b>EXTENDED PRICES</b>								
AW-32	No Bid	\$25,500.00	\$56,550.00	Withdrawn	\$51,276.00	\$17,850.00	\$23,550.00	\$27,228.00
AW-32	No Bid	\$30,030.00	\$59,290.00	Withdrawn	\$60,949.70	\$21,717.50	\$24,850.00	\$33,506.90
AW-46	No Bid	\$429.00	\$847.00	Withdrawn	\$967.45	\$310.25	\$355.00	\$478.67
AW-46	No Bid	\$1,275.00	\$2,827.50	Withdrawn	\$2,848.50	\$930.00	\$1,177.50	\$1,361.40

<b>GROUP 7 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
A/W 32	No Bid	\$764,500.00	\$1,694,000.00	Withdrawn		\$614,900.00	\$588,500.00	\$935,000.00
<b>GROUP 9 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
80W-90	No Bid	No Bid	\$637.00	Withdrawn	\$881.20	\$229.00	\$272.00	\$285.32
80W-90			\$7,800.00	Withdrawn	\$10,765.95	\$3,358.75	\$3,625.00	\$3,896.00
<b>GROUP 10 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
NLGI-2	\$71,300.00	No Bid	\$125,475.00	Withdrawn		\$1,320.00	No Bid	\$59,420.00
NLGI-2	\$850.08		\$582.00	Withdrawn		\$276.75		\$441.56
<b>GROUP 11 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
80W-140	No Bid	No Bid	\$24,200.00	Withdrawn	\$21,904.10	\$11,757.50	No Bid	\$4,698.60
80W-140			\$479.50	Withdrawn	\$423.90	\$231.50		\$265.32
75W-90			\$479.50	Withdrawn	\$498.44	\$174.50		\$231.70
75W-90			\$2,857.50	Withdrawn	\$3,245.63	\$944.66		\$832.20
<b>GROUP 12 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
DEF	\$1,813.20	\$1,874.50	\$3,025.00	Withdrawn		\$1,799.50	\$2,400.00	N/A
DEF	\$46,680.00	\$55,500.00	\$138,300.00	Withdrawn		\$43,500.00	\$79,800.00	\$52,500.00
<b>GROUP 13 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
0W-20-AFE	No Bid	\$35,980.00	\$38,269.00	Withdrawn	\$33,356.12	\$14,441.00	No Bid	\$22,272.04
0W-30-AFE		\$15,420.00		Withdrawn	\$22,646.04	Withdraw		\$9,545.16
0W-20-AFE		\$26,340.00	\$127,404.00	Withdrawn	\$21,600.00	\$10,650.00		\$26,016.00
0W-30-AFE		\$3,292.50		Withdrawn	\$4,500.00	Withdraw		\$3,252.00
5W-30-AFE		\$1,317.00	\$6,370.20	Withdrawn	\$1,200.00	\$532.50		\$2,233.50
<b>GROUP 15 PRODUCTS</b>		<b>EXTENDED PRICES</b>						
Motor Oil	No Bid	\$10,946.40	\$7,918.00	Withdrawn	\$6,243.60	No Bid	No Bid	\$4,467.00
Motor Oil		\$2,282.50	\$1,366.75	Withdrawn	\$1,331.79			\$1,007.18

Estimated annual spend	\$678,337.35	Expiring contract annual	\$1,081,657.51
Estimated term spend	\$2,035,012.50	Expiring contract term	\$3,244,972.53
Add allowance for balance of product	\$610,503.75	Cost Savings X%	-\$403,320.01
Recommended price limitation	\$2,645,516.25	Delta: new vs. expiring	37%

Bid Description	Motor Oils, Lubricants, and Full Synthetic	Agency
RFB#	2982-25	RQ#
Agent Name	Abbie Joy	Bid Closing

Indicates Award:

Allegiance Trucks	Brenntag Lubricants	Certified Laboratories	Jafar Pro	Romeo Enterprises	Royco Distributors	Safety-Kleen	Expiring Contracts
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**GROUP 1** SPECIFICATION - DIESEL OIL, API SERVICE CLASSIFICATION CK-4 MACK EO-O, CUMMINS - 20081, CATERPILLAR ECF-3, DETROIT 93K218, VOLVO VDS-4 MIN. TBN 10(ASTM D2896), MAX MRV PUMPABILITY AT -25 C ASTM D4864 16, 1000

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
10W-30	55 GAL. DRUM	11	\$775.91	\$8,535.01	\$624.50	\$6,869.50	\$1,270.50	\$13,975.50	Withdraw		\$989.51	\$10,884.61	\$495.75	\$5,453.25	\$460.00	\$5,060.00	\$722.40	\$7,946.40
10W-30	4X1 GAL. CASE	1,200	\$53.88	\$64,656.00	\$59.88	\$71,856.00	\$188.00	\$150,400.00	Withdraw		\$96.28	\$92,409.60	\$39.99	\$63,984.00	\$44.00	\$52,800.00	\$73.14	\$87,768.00
10W-30	5 GAL. PAIL	65	\$75.43	\$4,902.95	\$61.50	\$3,997.50	\$141.50	\$9,197.50	Withdraw		\$96.26	\$6,256.90	\$49.25	\$3,201.25	\$43.50	\$2,827.50	\$67.73	\$4,402.45
15W-40	55 GAL. DRUM	10	\$784.35	\$7,843.50	\$624.50	\$6,245.00	\$1,204.50	\$12,045.00	Withdraw		\$989.51	\$9,895.10	\$476.75	\$4,767.50	\$460.00	\$4,600.00	\$722.40	\$7,224.00
15W-40	4X1 GAL. CASE	500	\$53.88	\$26,940.00	\$59.88	\$29,940.00	\$203.00	\$67,666.66	Withdraw		\$96.26	\$38,504.00	\$33.99	\$22,660.00	\$44.00	\$22,000.00	\$73.14	\$36,570.00
15W-40	12X1 QT. CASE	75	\$117.84	\$8,838.00	\$59.88	\$3,368.25		No Bid	Withdraw		\$48.13	\$4,331.70	\$17.65	\$2,647.50		No Bid	\$51.37	\$3,852.75

**GROUP 2** SPECIFICATION 5W40 SYNTHETIC: API SERVICE CLASSIFICATIONS CK-4, CI-4 PLUS, CI-4, CH-4, MACK EO-O, CUMMINS CES 20081, CATERPILLAR ECF-3, DETROIT DIESEL 93K218, VOLVO VDS-4. MAX MRV PUMPABILITY AT -35 C ASTM D4864 27, 000

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
5W-40	55 GAL. DRUM	10		No Bid	\$2,282.50	\$22,825.00	\$1,368.75	\$13,667.50	Withdraw		\$1,198.61	\$11,986.10	\$999.95	\$9,999.50	\$1,030.00	\$10,300.00	\$1,019.18	\$10,191.80
5W-40	4X1 GAL. CASE	75		No Bid	\$136.83	\$13,683.00	\$197.95	\$9,897.50	Withdraw		\$93.65	\$7,023.75	\$52.95	\$5,295.00	\$82.25	\$6,168.75	\$63.81	\$6,285.75

**GROUP 3** SPECIFICATION - MOTOR OIL/ 5W20, 5W30, 10W30 API SERVICE CLASSIFICATION SN, ILSAC GF-5, FORD WSS-M2C946-A, WSS-M2C945-A, GM 6094M FORD, GMC, CHRYSLER GASOLINE ENGINE WARRANTY REQUIREMENTS.

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
10W-30	4X1 GAL. CASE	5		No Bid	\$18.50	\$246.66		No Bid	Withdraw		\$72.00	\$480.00	\$33.25	\$177.33	\$52.00	\$208.00	\$75.00	\$375.00
5W-30	12X1 QT. CASE	500		No Bid	\$18.50	\$18,500.00	\$176.95	\$53,085.00	Withdraw		\$59.29	\$29,645.00	\$13.99	\$13,990.00	\$30.75	\$15,375.00	\$42.80	\$21,400.00
5W-30	55 GAL. DRUM	5		No Bid	\$492.80	\$2,464.00	\$1,366.75	\$6,833.75	Withdraw		\$900.00	\$4,500.00	\$365.75	\$1,828.75	\$395.00	\$1,975.00	\$573.53	\$2,867.65
5W-20	12X1 QT. CASE	1,000		No Bid	\$18.50	\$37,000.00	\$176.95	\$106,170.00	Withdraw		\$59.29	\$59,290.00	\$13.99	\$27,880.00	\$30.75	\$30,750.00	\$42.80	\$42,800.00

**GROUP 4** SPECIFICATION - AUTOMATIC TRANSMISSION FLUID, MULTI PURPOSE MERCON. THE PRODUCT OFFERED SHALL BE SPECIFICALLY DESIGNED FOR USE IN GM TRANSMISSIONS CALLING FOR DEXRON III, DEXRON IIE AND DEXRON IIF FLUIDS. IT WILL ALSO BE APPROVED FOR USE IN FORD TRANSMISSIONS CALLING FOR MERCON TYPE AUTOMATIC TRANS. FLUIDS INCLUDING "LV"

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
GM ATF	55 GAL. DRUM	1		No Bid		No Bid	\$1,886.50	\$1,886.50	Withdraw		\$1,736.10	\$1,736.10	\$515.25	\$515.25	\$500.00	\$500.00	\$540.58	\$540.58
GM ATF	12X1 QT. CASE	25		No Bid		No Bid	\$202.25	\$3,033.75	Withdraw		\$101.30	\$2,532.50	\$15.95	\$797.50	\$31.00	\$775.00	\$33.31	\$832.75
Ford ATF	55 GAL. DRUM	1		No Bid		No Bid	\$1,886.50	\$1,886.50	Withdraw		\$1,736.10	\$1,736.10	\$695.75	\$695.75	\$500.00	\$500.00	\$540.58	\$540.58
Ford ATF	12X1 QT. CASE	25		No Bid		No Bid	\$202.25	\$3,033.75	Withdraw		\$101.30	\$2,532.50	\$21.00	\$1,050.00	\$31.00	\$775.00	\$33.31	\$832.75

**GROUP 5** SPECIFICATION - TRANSMISSION FLUID, HEAVY DUTY, OFF HIGHWAY; MEETS CAT TO-4, ALLISON C-4

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price														
SAE 10	5 GAL. PAIL	10		No Bid		No Bid	\$127.75	\$1,277.50	Withdraw		\$193.82	\$1,938.20	\$45.25	\$452.50	\$58.00	\$580.00	\$64.55	\$645.50

**GROUP 6** SPECIFICATION - HYDRAULIC OIL/ AW 32, 46 and, 68 ANTI WEAR, ANTI FOAM, RUST AND OXIDATION INHIBITED. THERMAL OXIDATION TEST ASTM D-943 (3,000) HOURS MINIMUM, DENISON HFO, VICKERS M-2950-S & I-286-S, MIN. VISCOSITY INDEX 95, MIN. POUR POINT MINUS 20 DEGREES F.

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price														
AW-32	5 GAL. PAIL	600		No Bid	\$42.50	\$25,500.00	\$94.25	\$56,550.00	Withdraw		\$85.45	\$51,276.00	\$29.75	\$17,850.00	\$39.25	\$23,550.00	\$45.38	\$27,228.00
AW-32	55 GAL. DRUM	70		No Bid	\$429.00	\$30,030.00	\$847.00	\$59,290.00	Withdraw		\$870.71	\$60,949.70	\$310.25	\$21,717.50	\$355.00	\$24,850.00	\$478.67	\$33,506.90
AW-46	55 GAL. DRUM	1		No Bid	\$429.00	\$429.00	\$847.00	\$847.00	Withdraw		\$967.45	\$967.45	\$310.25	\$310.25	\$355.00	\$355.00	\$478.67	\$478.67
AW-46	5 GAL. PAIL	30		No Bid	\$42.50	\$1,275.00	\$94.25	\$2,827.50	Withdraw		\$94.95	\$2,848.50	\$31.00	\$930.00	\$39.25	\$1,177.50	\$45.38	\$1,361.40

**GROUP 7** BULK PRODUCTS MEETING SPECIFICATIONS FOR GROUP 6

Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
A/W 32	55 GAL. DRUM	2,000	No Bid	\$8.95	\$784,500.00	\$847.00	\$1,694,000.00	Withdraw	No Bid	\$5.59	\$614,800.00	\$294.25	\$588,500.00	\$8.50	\$935,000.00			
<b>GROUP 9</b>	SPECIFICATION - AUTOMOTIVE GEAR OIL/80W90: API SERVICE CLASSIFICATION GL-5 AND MT-1, MACK GO-H MIN. APPROVED FOR USE IN LIMITED SLIP DIFFERENTIALS.																	
Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
80W-90	5 GAL. PAIL	4	No Bid	No Bid	\$159.25	\$637.00	Withdraw	\$220.30	\$881.20	\$57.25	\$229.00	\$68.00	\$272.00	\$71.33	\$285.32			
80W-90	55 GAL. DRUM	5	No Bid	No Bid	\$1,560.00	\$7,800.00	Withdraw	\$2,153.19	\$10,765.95	\$671.75	\$3,358.75	\$725.00	\$3,625.00	\$779.20	\$3,896.00			
<b>GROUP 10</b>	SPECIFICATION - AUTOMOTIVE GREASE/ NLGI 2: EXTREME PRESSURE, LITHIUM THICKENER WITH RUST AND OXIDATION INHIBITORS. NLGI-LB, MACK MG-C MIN. TIMKEN OK LOAD 60 MIN DROP POINT 500																	
Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
NLGI-2	48x14 OZ TUBE	500	\$142.80	\$71,300.00	No Bid	\$250.95	\$125,475.00	Withdraw	No Bid	\$2.75	\$1,320.00	No Bid	\$118.84	\$59,420.00				
NLGI-2	120 LB KEG	1	\$850.08	\$850.08	No Bid	\$582.00	\$582.00	Withdraw	No Bid	\$276.75	\$276.75	No Bid	\$441.56	\$441.56				
<b>GROUP 11</b>	SPECIFICATION - SYNTHETIC GEAR LUBE: GL-5, SPICER, EATON PS-163, PS-109, GO-1, GO-JPLUS, ROCKWELL 0-76E, 0-76B																	
Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
80W-140	55 GAL. DRUM	10	No Bid	No Bid	\$2,420.00	\$24,200.00	Withdraw	\$2,190.41	\$21,904.10	\$1,175.75	\$11,757.50	No Bid	\$469.86	\$4,698.60				
80W-140	5 GAL. PAIL	2	No Bid	No Bid	\$239.75	\$479.50	Withdraw	\$211.95	\$423.90	\$115.75	\$231.50	No Bid	\$132.86	\$265.32				
75W-90	5 GAL. PAIL	2	No Bid	No Bid	\$239.75	\$479.50	Withdraw	\$249.22	\$498.44	\$87.25	\$174.50	No Bid	\$115.85	\$231.70				
75W-90	30 GAL. DRUM	2	No Bid	No Bid	\$762.00	\$2,857.50	Withdraw	\$865.50	\$3,245.63	\$865.95	\$944.66	No Bid	\$416.10	\$832.20				
<b>GROUP 12</b>	SPECIFICATION - Diesel Exhaust Fluid (DEF) per specifications standard ISO 22241																	
Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
DEF	55 GAL. DRUM	10	\$181.32	\$1,813.20	\$187.45	\$1,874.50	\$302.50	\$3,025.00	Withdraw	No Bid	\$179.95	\$1,799.50	\$240.00	\$2,400.00	N/A	N/A		
DEF	2.5 GAL. Container	6,000	\$7.78	\$46,680.00	\$9.25	\$55,500.00	\$23.05	\$138,300.00	Withdraw	No Bid	\$7.25	\$43,500.00	\$13.30	\$79,800.00	\$8.75	\$52,500.00		
<b>GROUP 13</b>	SPECIFICATION - Gasoline Engine Motor Oils (DEXOS)																	
*Manufacturer and Item number must be included for each item in Group 13.																		
Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
0W-20-AFE	55 GAL. DRUM	28	No Bid	No Bid	\$1,285.00	\$35,980.00	\$1,366.75	\$38,269.00	Withdraw	\$1,191.29	\$33,356.12	\$515.75	\$14,441.00	No Bid	\$795.43	\$22,272.04		
0W-30-AFE	55 GAL. DRUM	12	No Bid	No Bid	\$1,285.00	\$15,420.00	No Bid	No Bid	Withdraw	\$1,887.17	\$22,645.04	Withdraw	Withdraw	No Bid	\$795.43	\$9,545.16		
0W-20-AFE	6x1 QT CASE	600	No Bid	No Bid	\$43.90	\$26,340.00	\$176.95	\$127,404.00	Withdraw	\$72.00	\$21,600.00	\$17.75	\$10,650.00	No Bid	\$43.36	\$26,016.00		
0W-30-AFE	6x1 QT CASE	75	No Bid	No Bid	\$43.90	\$3,292.50	No Bid	No Bid	Withdraw	\$120.00	\$4,500.00	Withdraw	Withdraw	No Bid	\$43.36	\$3,252.00		
5W-30-AFE	6x1 QT CASE	30	No Bid	No Bid	\$43.90	\$1,317.00	\$176.95	\$6,370.20	Withdraw	\$80.00	\$1,200.00	\$17.75	\$532.50	No Bid	\$74.45	\$2,233.50		
<b>GROUP 14</b>	SPECIFICATION - Diesel Engine Motor Oils																	
*Manufacturer and Item number must be included for each item in Group 14.																		
Product	Unit of Measure	Est. Annual Usage (Pkg)	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price	Price/Pkg	Extended Price
Motor Oil	4X1 GAL. CASE	60	No Bid	No Bid	\$136.83	\$10,946.40	\$197.95	\$7,918.00	Withdraw	\$104.05	\$6,243.60	No Bid	No Bid	No Bid	\$74.45	\$4,467.00		
Motor Oil	55 GAL. DRUM	1	No Bid	No Bid	\$2,282.50	\$2,282.50	\$1,366.75	\$1,366.75	Withdraw	\$1,331.79	\$1,331.79	No Bid	No Bid	No Bid	\$1,007.18	\$1,007.18		

Estimated annual spend	\$678,337.50	Expiring contract annual	\$1,081,657.51
Estimated term spend	\$2,035,012.50	Expiring contract term	\$3,244,972.53
Add allowance for balance of product line	\$610,503.75	Cost Savings %	-403,320.01
Recommended price limitation	\$2,645,516.25	Delta: new vs. expiring	37%
Cost Avoidance	\$39,687.00	Cost Avoidance	6%

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION:**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name: Safety-Kleen Systems, Inc.		1.4 Contractor Address: 42 Longwater Dr. Norwell, MA 02061	
1.5 Contractor Phone Number 781-490-2346	1.6 Account Unit and Class Various	1.7 Completion Date October 31, 2027	1.8 Price Limitation \$2,645,516.25
1.9 Contracting Officer for State Agency:  Gary Lunetta, Director of Procurement and Support Services		1.10 State Agency Telephone Number  603-271-2201	
1.11 Contractor Signature:  Date: 2/12/25		1.12 Name and Title of Contractor Signatory Shaynn Mahan SVP SALES	
1.13 State Agency Signature:  Date: 3/25/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u>Christen Lavers</u> On: 4/1/25			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 2/12/25

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date: 2/12/25

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

Date

2/12/25

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials                       
Date 2/2/05

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials



Date

2/12/05

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

1.1. Safety-Kleen Systems, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with motor oil, lubricants, and full synthetic (supply and delivery) items in accordance with the bid submission in response to State Request for Bid 2982-25 and as described herein.

### 2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- 2.1.2. EXHIBIT A           Special Provisions
- 2.1.3. EXHIBIT B           Scope of Services
- 2.1.4. EXHIBIT C           Method of Payment
- 2.1.5. APPENDIX A        Product & Pricing List
- 2.1.6. APPENDIX B        Product Specification and Safety Data Sheets

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions", (2) EXHIBIT B "Scope of Services", (3) EXHIBIT C "Method of Payment", (4) APPENDIX A "Product & Pricing List", and (5) APPENDIX B "Product Specification and Safety Data Sheets".

### 3. TERM OF CONTRACT:

3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through October 31, 2027, a period of approximately two (2) years and nine (9) months.

3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

### 4. SPECIFICATIONS:

4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

4.2. In addition to specifications listed in SECTION 24 "Pricing Structure", all motor oils must meet the performance requirements charted here:

SPECIFICATIONS	SAE 15W/40	SAE 10W/30	SAE 50W	SAE 40W	SAE 30W	SAE 20W	SAE 10W
CK-4	X						
CI-4+	X	X					
SM	X	X	X	X	X	X	X
EOS-4.5	X	X					
CUMMINS-20086	X	X			X	X	X
ALLISON C-4					X		X
CAT ECF-3	X	X					
CAT TO-4		X	X	X	X	X	X
VDS-4.5	X						
DETROIT 93K222	X	X					

**5. SPECIFICATION COMPLIANCE:**

- 5.1. Contractor agrees that all oils, lubricants and compounds sold, furnished and delivered to the State shall conform to the minimum requirements enumerated in APPENDIX B "Product Specification and Safety Data Sheets" contained herein to include the specification chart above.
- 5.1.1. It is mutually agreed that if the motor oils, lubricants and compounds sold, furnished and delivered by the Contractor to the State do not conform to the standards established by specifications herein, the State reserves the right to purchase any and all products elsewhere; charging any additional costs against monies owed the State to the Contractor.
- 5.1.2. There shall be no substitutions for brand name products offered by the Contractor after the inception of this contract. Manufacturer and Brand name shall remain the same as stated in the contract for the term of the contract and any extension.
- 5.1.3. All containers must bear the product name and the API certification code.
- 5.1.4. 55-gallon metal drums shall remain the property of the Contractor. The State agrees to empty these containers and return them as soon as possible, in as good condition as when received, less ordinary wear and tear, at the Contractor's expense, as directed by the Contractor. Drums shall be returned to the Contractor complete with all parts (covers plugs etc.) and fixtures intact.
- 5.1.5. If any products are repackaged, the Contractor must be a licensed re-packager for the manufacturer represented. The State reserves the right to inspect the packaging facilities of the successful the Contractor.
- 5.1.6. The State reserves the right to add new products or commodity sizes to the contract at prices mutually agreeable to the State and the Contractor.

**6. SCOPE OF WORK:**

- 6.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 6.2. Contractor is required to pick up the empty 55-gallon drums. The state requires that the empty 55-gallon drums be picked up at next delivery.
- 6.3. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 6.4. The State of New Hampshire reserves the right to add or delete delivery locations/products throughout the term of the contract. For the addition of a new location or new product, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/products.
- 6.5. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).
- 6.6. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 6.7. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

- 6.8. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 6.9. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 6.10. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 6.11. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6.12. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 6.13. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 6.14. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
- 6.15. Label, package and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery. If a shipment is not on pallets or properly palletized at the time of delivery, the Contractor shall be responsible to palletize all products at the delivery Site. Contractor shall pick up all empty pallets on the next scheduled delivery day.
- 6.16. Product information must be clearly identified on packaging.
- 6.17. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 6.18. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- 6.19. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- 6.20. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 6.21. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.
- 6.22. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.
- 6.23. The Contractor shall be responsible for palletizing all products at the delivery site if a shipment is not on pallets or properly palletized at the time of delivery (i.e., if a pallet is tipped over during shipment).
- 6.24. The Contractor shall pick up all empty pallets on the next scheduled delivery day.

**7. OIL ANALYSIS PROGRAM:**

- 7.1. The Contractor shall provide the offered manufacturer's oil analysis program for testing and analysis of oil and engine performance, at no charge, to the requesting agency.
- 7.2. Scope of program to include, at a minimum:
  - 7.2.1. Contractor to provide all sample containers, shipping boxes and labels at no charge.
  - 7.2.2. Performance Analysis reports shall be available to the agency, online, within 10 days of submittal.
  - 7.2.3. Product failure analysis reports shall be available to the agency, online, within 30 days of submittal.
  - 7.2.4. There shall be no limit to the number of units enrolled in the program.
  - 7.2.5. The oil analysis program shall apply to all products offered in groups 1, 2, and 11.
  - 7.2.6. The participating state agency shall pay shipping of the samples to the oil analysis location.

**8. BACKORDERS AND SUBSTITUTIONS:**

- 8.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 8.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 8.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

**9. RETURNED GOODS:**

- 9.1. The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Contractor within seven (7) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.
- 9.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Contractor.

**10. DELIVERY LOCATIONS:**

- 10.1. The following are the current State of New Hampshire agency/institution locations which you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.
  - 10.1.1. 41 Hazen Dr., Concord, N.H.
  - 10.1.2. 33 Smokey Bear Blvd., Concord, N.H.
  - 10.1.3. 647 A Main St., Lancaster, N.H.
  - 10.1.4. 502 Rt. 302, Twin Mountain, N.H.
  - 10.1.5. 15 Hodson Shore Road, Ossipee, N.H.
  - 10.1.6. 8 Eastman Hill Road, Enfield, N.H.
  - 10.1.7. 147 South Road, North Hampton, N.H.
  - 10.1.8. 19 Base Hill Rd. Swanzey, N.H.

**11. DELIVERY:**

- 11.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 11.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

**12. ADDITIONAL REQUIREMENTS:**

- 12.1. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 12.2. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 12.3. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 12.4. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 12.5. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 12.6. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

**13. USAGE REPORTING:**

- 13.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Abbie Joy and sent electronic to Abigail.F.Joy@DAS.NH.Gov. At a minimum, the Report shall include:
  - 13.1.1. Contract Number
  - 13.1.2. Utilizing Agency and Eligible Participant
  - 13.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
  - 13.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - 13.1.4.1. Percentage of recycled materials contained within finished products
    - 13.1.4.2. Percentage of waste recycled throughout the manufacturing process
    - 13.1.4.3. Types and volume of packaging used for transport
    - 13.1.4.4. Any associated material avoided and/or recycled as applicable under contract
    - 13.1.4.5. A standardized reporting form will be provided after contract award
  - 13.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
  - 13.1.6. Preferred in Excel format

**14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

- 14.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2982-25, as described herein, and under the terms of this Contract.
- 14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 14.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 14.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 14.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

14.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**15. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

15.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**16. CONFIDENTIALITY & CRIMINAL RECORD:**

16.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**17. AUDITS AND ACCOUNTING:**

17.1. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**18. ACCOUNT REPRESENTATIVE:**

18.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

18.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

18.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

18.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

18.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

**19. ESTABLISHMENT OF ACCOUNTS:**

19.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

**20. ELIGIBLE PARTICIPANTS:**

20.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

**21. WARRANTY REQUIREMENTS:**

21.1. The Contractor shall be required to provide warranties on all equipment provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

## EXHIBIT C - METHOD OF PAYMENT

### 22. CONTRACT PRICE:

22.1. The Contractor hereby agrees to provide motor oils, lubricants, and full synthetic (supply and delivery) in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,645,516.25; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

### 23. PRICING STRUCTURE:

23.1. See APPENDIX A: Product & Pricing List

### 24. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

24.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

### 25. PRICE ADJUSTMENTS:

- 25.1. On the anniversary date of this contract, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Increases shall be based solely on manufacturer's pricing and must be no greater than the percentage of the manufacturer's increase to the Contractor. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The requests must also include a separate letter from the manufacturer which identifies the amount (%) of the increase to the Contractor. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.
- 25.2. The Contractor must automatically pass on any manufacturer's price reduction as applicable during the contract term with notification to the Purchasing Agent.
- 25.3. The Bureau of Purchase and Property will monitor other information sources to confirm that prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

### 26. INVOICE:

- 26.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:
- 26.1.1. State of NH purchase order (PO) number if applicable
  - 26.1.2. State of NH contract number
  - 26.1.3. State of NH ordering agency information
    - 26.1.3.1. Name and contact information of ordering individual
    - 26.1.3.2. Name of ordering state agency / department
    - 26.1.3.3. Address of ordering state agency / department
    - 26.1.3.4. Name and contact information of ordering state agency accounts payable office
  - 26.1.4. Date of purchase
  - 26.1.5. Date of delivery
  - 26.1.6. Contractor order number
  - 26.1.7. Contractor account representative name and contact information
  - 26.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
  - 26.1.9. Items backordered and their delivery date

26.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

**27. PAYMENT:**

27.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractor Initials

Date

  
2/12/25

**APPENDIX A: PRODUCT & PRICING LIST**

<b>GROUP1</b>	<b>SPECIFICATION - DIESEL OIL, API SERVICE CLASSIFICATION CK-4 MACK EO-O, CUMMINS - 20081, CATERPILLAR ECF-3, DETROIT 93K218, VOLVO VDS-4 MIN. TBN 10(ASTM D2896), MAX MRV PUMPABILITY at -25 C ASTM D4864 16,1000</b>			
<b>Product</b>	<b>Unit of Measure</b>	<b>Vendor Product Code</b>	<b>Vendor Product Name/Description</b>	<b>Price/Pkg</b>
10W-30	55 GAL. DRUM	3102253	Performance Plus 10W-30 CK-4	\$460.00
10W-30	4X1 GAL. CASE	3102239	Performance Plus 10W-30 CK-4	\$44.00
10W-30	5 GAL. PAIL	3102252	Performance Plus 10W-30 CK-4	\$43.50
15W-40	55 GAL. DRUM	3102256	Performance Plus 15W-40 CK-4	\$460.00
15W-40	4X1 GAL. CASE	3102238	Performance Plus 15W-40 CK-4	\$44.00
<b>GROUP4</b>	<b>SPECIFICATION - AUTOMATIC TRANSMISSION FLUID, MULTI PURPOSE MERCON. THE PRODUCT OFFERED SHALL BE SPECIFICALLY DESIGNED FOR USE IN GM TRANSMISSIONS CALLING FOR DEXRON III, DEXRON IIE AND DEXRON II FLUIDS. IT WILL ALSO BE APPROVED FOR USE IN FORD TRANSMISSIONS CALLING FOR MERCON TYPE AUTOMATIC TRANS. FLUIDS INCLUDING "LV"</b>			
<b>Product</b>	<b>Unit of Measure</b>	<b>Vendor Product Code</b>	<b>Vendor Product Name/Description</b>	<b>Price/Pkg</b>
GM ATF	55 GAL. DRUM	3101091	Perf. Plus Dex/Merc ATF	\$500.00
GM ATF	12X1 QT. CASE	3101087	Perf. Plus Dex/Merc ATF	\$31.00
Ford ATF	55 GAL. DRUM	3101091	Perf. Plus Dex/Merc ATF	\$500.00
Ford ATF	12X1 QT. CASE	3101087	Perf. Plus Dex/Merc ATF	\$31.00
<b>GROUP7</b>	<b>BULK PRODUCTS MEETING SPECIFICATIONS FOR GROUP 6</b>			
<b>Product</b>	<b>Unit of Measure</b>	<b>Vendor Product Code</b>	<b>Vendor Product Name/Description</b>	<b>Price/Pkg</b>
A/W 32	55 GAL. DRUM	3101479	Performance Plus AW-32	\$294.25

## Appendix B: Product Specifications and Safety Data Sheets



PERFORMANCE PRODUCTS

## Safety Data Sheet

Material Name: PERFORMANCE PLUS HEAVY DUTY DIESEL ENGINE OIL CK-4  
15W-40, 10W-30

SDS ID: 820271

### Section 1 - PRODUCT AND COMPANY IDENTIFICATION

**Material Name**

Performance Plus Heavy Duty Diesel Engine Oil CK-4, 15W-40, 10W-30

**Product Code**

Prefix 22

**Synonyms**

HDDEO

**Recommended Use**

Lubricating oils. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.

**Restrictions on Use**

None known.

**MANUFACTURER/SUPPLIER**

Safety-Kleen Systems, Inc.  
2600 North Central Expressway  
Suite 200  
Richardson, TX 75080  
www.safety-kleen.com

**IMPORTER/DISTRIBUTOR**

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, Canada L1A 1B2

Phone: 1-800-669-5740

Emergency Phone #: 1-800-468-1760

**Issue Date**

November 29, 2016

**Supersedes Issue Date**

New Issue SDS

**Original Issue Date**

November 29, 2016

### Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with Schedule 1 of Canada's Hazardous Products Regulations (HPR) (SOR/2015-17) and paragraph (d) of 29 CFR 1910.1200 in the United States

None needed according to classification criteria

**GHS Label Elements**

**Symbol(s)**

None needed according to classification criteria

**Signal Word**

None needed according to classification criteria

**Hazard Statement(s)**

None needed according to classification criteria.

**Precautionary Statement(s)**

**Prevention**

None needed according to classification criteria.

**Response**

None needed according to classification criteria.

**Storage**

None needed according to classification criteria.

# Safety Data Sheet

Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30

SDS ID: 820271

## Disposal

Dispose of in accordance with all applicable federal, state and local regulations.

## Other Hazards

Repeated exposure may cause skin dryness or cracking.

## Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
64742-58-1	Lubricating oils, petroleum, hydrotreated spent	75-80
64742-65-0	Distillates, petroleum, solvent-dewaxed heavy paraffinic	5-10
113706-15-3	Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isoctyl) esters, zinc salts	1-5
64741-89-5	Distillates, petroleum, solvent-refined light paraffinic	1-5
64742-54-7	Distillates, petroleum, hydrotreated heavy paraffinic	1-5
64742-70-7	Paraffin oils, petroleum, catalytic dewaxed heavy	0.1-1

## Section 4 - FIRST AID MEASURES

### Inhalation

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention, if needed.

### Skin

IF ON SKIN: Wash with plenty of soap and water. Get medical attention, if needed.

### Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention, if needed.

### Ingestion

IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

### Most Important Symptoms/Effects

#### Acute

No information on significant adverse effects.

#### Delayed

Repeated exposure may cause skin dryness or cracking.

### Indication of any immediate medical attention and special treatment needed

Treat symptomatically and supportively.

## Section 5 - FIRE FIGHTING MEASURES

### Extinguishing Media

#### Suitable Extinguishing Media

Carbon dioxide, regular foam, dry chemical, water spray, water fog, Water or foam may cause frothing.

#### Unsuitable Extinguishing Media

Do not use high-pressure water streams.

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

### Special Hazards Arising from the Chemical

Negligible fire hazard. Avoid friction, static electricity and sparks.

### Hazardous Combustion Products

Decomposition and combustion materials may be toxic. Burning may produce sulfur oxides, aldehydes, ketones, carbon monoxide and unidentified organic compounds.

### Fire Fighting Measures

A positive-pressure, self-contained breathing apparatus (SCBA) and full-body protective equipment are required for fire emergencies.

### Special Protective Equipment and Precautions for Firefighters

Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

## Section 6 - ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

Wear personal protective clothing and equipment, see Section 8. Avoid release to the environment.

### Methods and Materials for Containment and Cleaning Up

Remove all ignition sources. Do not touch or walk through spilled product. Stop leak if you can do it without risk. Wear protective equipment and provide engineering controls as specified in SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. Contain spill away from surface water and sewers. Contain spill as a liquid for possible recovery, or sorb with compatible sorbent material and shovel with a clean, spark proof tool into a sealable container for disposal. Additionally, for large spills: Dike far ahead of liquid spill for collection and later disposal. There may be specific federal regulatory reporting requirements associated with spills, leaks, or releases of this product. Also see SECTION 15: REGULATORY INFORMATION.

## Section 7 - HANDLING AND STORAGE

### Precautions for Safe Handling

Keep away from heat, sparks and naked flames. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean tools and explosion-proof equipment. When transferring large volumes of product, metal containers, including trucks and tank cars, should be grounded and bonded. This product has a low vapor pressure and is not expected to present an inhalation hazard under normal temperatures and pressures. However, when aerosolizing, misting, or heating this product, do not breathe vapor or mist. Use in a well ventilated area. Avoid contact with eyes Skin clothing shoes.

### Conditions for Safe Storage, Including any Incompatibilities

None needed according to classification criteria.

Additional information: Storage. Keep container tightly closed when not in use and during transport. Store containers in a cool, dry place. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous.

### Incompatible Materials

Strong oxidizing materials

## Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

### Component Exposure Limits

Canada, ACGIH, OSHA, and NIOSH have not developed exposure limits for any of this product's components.

# Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

## ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

## Engineering Controls

Provide general ventilation needed to maintain concentration of vapor or mist below applicable exposure limits. Where adequate general ventilation is unavailable, use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below applicable exposure limits.

## Individual Protection Measures, such as Personal Protective Equipment

### Eye/face protection

Wear safety glasses. Additional protection like goggles, face shields, or respirators may be needed dependent upon anticipated use and concentrations of vapors or mists. Eye wash fountain and emergency showers are recommended. Contact lens use is not recommended.

### Respiratory Protection

No respiratory protection is normally required. Protection provided by air purifying respirators is limited. Selection and use of respiratory protective equipment should be in accordance in the USA with OSHA General Industry Standard 29 CFR 1910.134; or in Canada with CSA Standard Z94.4.

### Glove Recommendations

Where skin contact is likely, wear neoprene, nitrile, or equivalent protective gloves; use of natural rubber or equivalent gloves is not recommended.

### Protective Materials

Personal protective equipment should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted by a qualified professional pursuant to regulatory requirements. The following PPE should be considered the minimum required: Safety glasses, Gloves, and Lab coat or apron.

## Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Liquid.	Physical State	Liquid
Odor	Petroleum	Color	Amber.
Odor Threshold	Not available	pH	Not available
Melting Point	Not available	Boiling Point	129.5 °C (265 °F Minimum )
Boiling Point Range	Not available	Freezing point	Not available
Evaporation Rate	Not available	Flammability (solid, gas)	Not available
Autoignition Temperature	Not available	Flash Point	165 °C [Cleveland Open Cup. ] (329 °F Minimum )
Lower Explosive Limit	Not available	Decomposition temperature	Not available
Upper Explosive Limit	Not available	Vapor Pressure	<0.1 mmHg @ 68°F °C (20 °C )
Vapor Density (air=1)	Not available	Specific Gravity (water=1)	0.87 (Approximate Water = 1 )
Water Solubility	(Insoluble )	Partition coefficient: n- octanol/water	Not available

## Safety Data Sheet

Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30

SDS ID: 820271

Viscosity	>100 SUS	Solubility (Other)	Not available
Density	7.3 lb/gal (US Approximate )	Physical Form	Liquid.
Pour Point	-3 °C (27 °F Maximum )	Molecular Weight	Not available

### Other Information

No additional information is available.

## Section 10 - STABILITY AND REACTIVITY

### Reactivity

No reactivity hazard is expected.

### Chemical Stability

Stable under normal temperatures and pressures.

### Possibility of Hazardous Reactions

Will not polymerize.

### Conditions to Avoid

Avoid heat, flames, sparks and other sources of ignition

### Incompatible Materials

Avoid oxidizing agents.

### Hazardous decomposition products

None under normal temperatures and pressures.

## Section 11 - TOXICOLOGICAL INFORMATION

### Information on Likely Routes of Exposure

#### Inhalation

No information on significant adverse effects.

#### Skin Contact

No information on significant adverse effects.

#### Eye Contact

No information on significant adverse effects.

#### Ingestion

No information on significant adverse effects.

### Acute and Chronic Toxicity

#### Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and the following selected endpoints are published:

#### Lubricating oils, petroleum, hydrotreated spent (64742-58-1)

Oral LD50 Rat >2000 mg/kg; Dermal LD50 Rabbit >4480 mg/kg

#### Distillates, petroleum, solvent-dewaxed heavy paraffinic (64742-65-0)

Oral LD50 Rat >15000 mg/kg (no deaths occurred); Dermal LD50 Rabbit >5000 mg/kg (no deaths occurred)

Inhalation LC50 Rat >2400 mg/m<sup>3</sup> 4 h (no deaths occurred)

#### Distillates, petroleum, solvent-refined light paraffinic (64741-89-5)

Oral LD50 Rat >15 g/kg; Dermal LD50 Rabbit >5 g/kg; Inhalation LC50 Rat 2.18 mg/L 4 h

#### Distillates, petroleum, hydrotreated heavy paraffinic (64742-54-7)

Oral LD50 Rat >15 g/kg (no deaths occurred); Dermal LD50 Rabbit >5000 mg/kg (no deaths occurred)

#### Paraffin oils, petroleum, catalytic dewaxed heavy (64742-70-7)

Oral LD50 Rat >15000 mg/kg; Dermal LD50 Rabbit >5000 mg/kg

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

**Product Toxicity Data**

**Acute Toxicity Estimate**

Dermal	> 2000 mg/kg
Oral	> 2000 mg/kg

**Immediate Effects**

No information on significant adverse effects.

**Delayed Effects**

Repeated exposure may cause skin dryness or cracking.

**Irritation/Corrosivity Data**

May cause slight skin and respiratory irritation.

**Respiratory Sensitization**

No information available for the product.

**Dermal Sensitization**

No information available for the product.

**Component Carcinogenicity**

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA

**Germ Cell Mutagenicity**

No information available for the product.

**Tumorigenic Data**

No data available

**Reproductive Toxicity**

No information available for the product.

**Specific Target Organ Toxicity - Single Exposure**

No information on significant adverse effects.

**Specific Target Organ Toxicity - Repeated Exposure**

No information on significant adverse effects.

**Aspiration hazard**

No information available for the product.

**Medical Conditions Aggravated by Exposure**

Individuals with pre-existing respiratory tract (nose, throat, and lungs), eye, and/or skin disorders may have increased susceptibility to the effects of exposure.

<b>Section 12 - ECOLOGICAL INFORMATION</b>
--

**Ecotoxicity**

Toxic to aquatic life.

**Component Analysis - Aquatic Toxicity**

Lubricating oils, petroleum, hydrotreated spent	64742-58-1
Fish:	LC50 96 h Brachydanio rerio 79.6 mg/L [semi-static ]; LC50 96 h Pimephales promelas 3.2 mg/L [semi-static ]
Distillates, petroleum, solvent-dewaxed heavy paraffinic	64742-65-0
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID
Distillates, petroleum, solvent-refined light paraffinic	64741-89-5
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID
Distillates, petroleum, hydrotreated heavy paraffinic	64742-54-7
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID

**Persistence and Degradability**

No information available for the product.

**Bioaccumulative Potential**

No information available for the product.

**Mobility**

No information available for the product.

**Other Toxicity**

No additional information is available.

### Section 13 - DISPOSAL CONSIDERATIONS

**Disposal Methods**

Dispose in accordance with federal, state, provincial, and local regulations. Regulations may also apply to empty containers. The responsibility for proper waste disposal lies with the owner of the waste. Contact Safety-Kleen regarding proper recycling or disposal.

**Component Waste Numbers**

The U.S. EPA has not published waste numbers for this product's components

### Section 14 - TRANSPORT INFORMATION

**US DOT Information:**

**Additional information:** Not regulated as dangerous goods.

**IATA Information:**

**Additional information:** Not regulated as a hazardous material.

**TDG Information:**

**Additional information:** Not regulated as dangerous goods.

### Section 15 - REGULATORY INFORMATION

**U.S. Federal Regulations**

None of this products components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

**SARA Section 311/312 (40 CFR 370 Subparts B and C)**

**Acute Health: No Chronic Health: No Fire: No Pressure: No Reactivity: No**

# Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

**.S. State Regulations**

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
Distillates, petroleum, solvent-refined light paraffinic	64741-89-5	No	Yes	No	No	No
Paraffin oils, petroleum, catalytic dewaxed heavy	64742-70-7	No	Yes	No	No	No

Not listed under California Proposition 65

**Canada Regulations**

**Canadian WHMIS Ingredient Disclosure List (IDL)**

The components of this product are either not listed on the IDL or are present below the threshold limit listed on the IDL.

**Component Analysis - Inventory**

Lubricating oils, petroleum, hydrotreated spent (64742-58-1); Distillates, petroleum, solvent-dewaxed heavy paraffinic (64742-65-0); Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts (113706-15-3); Distillates, petroleum, solvent-refined light paraffinic (64741-89-5); Distillates, petroleum, hydrotreated heavy paraffinic (64742-54-7) Paraffin oils, petroleum, catalytic dewaxed heavy (64742-70-7)

US	CA
Yes	DSL

## Section 16 - OTHER INFORMATION

**NFPA Ratings**

Health: 1 Fire: 1 Reactivity: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

**Summary of Changes**

09/18/2017: Addition of Canadian Importer.

**Key / Legend**

ACGIH - American Conference of Governmental Industrial Hygienists; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania\*; CAS - Chemical Abstracts Service; CFR - Code of Federal Regulations (US); CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CLP - Classification, Labelling, and Packaging; CPR - Controlled Products Regulations; DOT - Department of Transportation; DSL - Domestic Substances List; EPA - Environmental Protection Agency; F - Fahrenheit; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of Lists™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; NDSL - Non-Domestic Substance List (Canada); NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; NTP - National Toxicology Program; OSHA - Occupational Safety and Health Administration; PEL - Permissible Exposure Limit; RCRA - Resource Conservation and Recovery Act; SARA - Superfund Amendments and Reauthorization Act; STEL - Short-term Exposure Limit; TDG - Transportation of Dangerous Goods; TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; WHMIS - Workplace Hazardous Materials Information System (Canada).

**Other Information**

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

**Disclaimer:**

User assumes all risks incident to the use of this product. To the best of our knowledge, the information contained herein is accurate. However, Safety-Kleen assumes no liability whatsoever for the accuracy or completeness of the information contained herein. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to the information or the product to which the information refers. The data contained on this sheet apply to the product as supplied to the user.



PERFORMANCE PRODUCTS

## Safety Data Sheet

Material Name: PERFORMANCE PLUS HEAVY DUTY DIESEL ENGINE OIL CK-4  
15W-40, 10W-30

SDS ID: 820271

### Section 1 - PRODUCT AND COMPANY IDENTIFICATION

**Material Name**

Performance Plus Heavy Duty Diesel Engine Oil CK-4, 15W-40, 10W-30

**Product Code**

Prefix 22

**Synonyms**

HDDEO

**Recommended Use**

Lubricating oils. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.

**Restrictions on Use**

None known.

**MANUFACTURER/SUPPLIER**

Safety-Kleen Systems, Inc.  
2600 North Central Expressway  
Suite 200  
Richardson, TX 75080  
www.safety-kleen.com

**IMPORTER/DISTRIBUTOR**

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, Canada L1A 1B2

Phone: 1-800-669-5740

Emergency Phone #: 1-800-468-1760

**Issue Date**

November 29, 2016

**Supersedes Issue Date**

New Issue SDS

**Original Issue Date**

November 29, 2016

### Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with Schedule 1 of Canada's Hazardous Products Regulations (HPR) (SOR/2015-17) and paragraph (d) of 29 CFR 1910.1200 in the United States

None needed according to classification criteria

**GHS Label Elements**

**Symbol(s)**

None needed according to classification criteria

**Signal Word**

None needed according to classification criteria

**Hazard Statement(s)**

None needed according to classification criteria.

**Precautionary Statement(s)**

**Prevention**

None needed according to classification criteria.

**Response**

None needed according to classification criteria.

**Storage**

None needed according to classification criteria.

# Safety Data Sheet

Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30

SDS ID: 820271

## Disposal

Dispose of in accordance with all applicable federal, state and local regulations.

## Other Hazards

Repeated exposure may cause skin dryness or cracking.

## Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
64742-58-1	Lubricating oils, petroleum, hydrotreated spent	75-80
64742-65-0	Distillates, petroleum, solvent-dewaxed heavy paraffinic	5-10
113706-15-3	Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts	1-5
64741-89-5	Distillates, petroleum, solvent-refined light paraffinic	1-5
64742-54-7	Distillates, petroleum, hydrotreated heavy paraffinic	1-5
64742-70-7	Paraffin oils, petroleum, catalytic dewaxed heavy	0.1-1

## Section 4 - FIRST AID MEASURES

### Inhalation

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention, if needed.

### Skin

IF ON SKIN: Wash with plenty of soap and water. Get medical attention, if needed.

### Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention, if needed.

### Ingestion

IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

### Most Important Symptoms/Effects

#### Acute

No information on significant adverse effects.

#### Delayed

Repeated exposure may cause skin dryness or cracking.

### Indication of any immediate medical attention and special treatment needed

Treat symptomatically and supportively.

## Section 5 - FIRE FIGHTING MEASURES

### Extinguishing Media

#### Suitable Extinguishing Media

Carbon dioxide, regular foam, dry chemical, water spray, water fog, Water or foam may cause frothing.

#### Unsuitable Extinguishing Media

Do not use high-pressure water streams.

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

### Special Hazards Arising from the Chemical

Negligible fire hazard. Avoid friction, static electricity and sparks.

### Hazardous Combustion Products

Decomposition and combustion materials may be toxic. Burning may produce sulfur oxides, aldehydes, ketones, carbon monoxide and unidentified organic compounds.

### Fire Fighting Measures

A positive-pressure, self-contained breathing apparatus (SCBA) and full-body protective equipment are required for fire emergencies.

### Special Protective Equipment and Precautions for Firefighters

Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

## Section 6 - ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

Wear personal protective clothing and equipment, see Section 8. Avoid release to the environment.

### Methods and Materials for Containment and Cleaning Up

Remove all ignition sources. Do not touch or walk through spilled product. Stop leak if you can do it without risk. Wear protective equipment and provide engineering controls as specified in SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. Contain spill away from surface water and sewers. Contain spill as a liquid for possible recovery, or sorb with compatible sorbent material and shovel with a clean, spark proof tool into a sealable container for disposal. Additionally, for large spills: Dike far ahead of liquid spill for collection and later disposal. There may be specific federal regulatory reporting requirements associated with spills, leaks, or releases of this product. Also see SECTION 15: REGULATORY INFORMATION.

## Section 7 - HANDLING AND STORAGE

### Precautions for Safe Handling

Keep away from heat, sparks and naked flames. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean tools and explosion-proof equipment. When transferring large volumes of product, metal containers, including trucks and tank cars, should be grounded and bonded. This product has a low vapor pressure and is not expected to present an inhalation hazard under normal temperatures and pressures. However, when aerosolizing, misting, or heating this product, do not breathe vapor or mist. Use in a well ventilated area. Avoid contact with eyes Skin clothing shoes.

### Conditions for Safe Storage, Including any Incompatibilities

None needed according to classification criteria.

Additional information: Storage. Keep container tightly closed when not in use and during transport. Store containers in a cool, dry place. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous.

### Incompatible Materials

Strong oxidizing materials

## Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

### Component Exposure Limits

Canada, ACGIH, OSHA, and NIOSH have not developed exposure limits for any of this product's components.

## Safety Data Sheet

Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30

SDS ID: 820271

### ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

### Engineering Controls

Provide general ventilation needed to maintain concentration of vapor or mist below applicable exposure limits. Where adequate general ventilation is unavailable, use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below applicable exposure limits.

### Individual Protection Measures, such as Personal Protective Equipment

#### Eye/face protection

Wear safety glasses. Additional protection like goggles, face shields, or respirators may be needed dependent upon anticipated use and concentrations of vapors or mists. Eye wash fountain and emergency showers are recommended. Contact lens use is not recommended.

#### Respiratory Protection

No respiratory protection is normally required. Protection provided by air purifying respirators is limited. Selection and use of respiratory protective equipment should be in accordance in the USA with OSHA General Industry Standard 29 CFR 1910.134; or in Canada with CSA Standard Z94.4.

#### Glove Recommendations

Where skin contact is likely, wear neoprene, nitrile, or equivalent protective gloves; use of natural rubber or equivalent gloves is not recommended.

#### Protective Materials

Personal protective equipment should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted by a qualified professional pursuant to regulatory requirements. The following PPE should be considered the minimum required: Safety glasses, Gloves, and Lab coat or apron.

## Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Liquid.	Physical State	Liquid
Odor	Petroleum	Color	Amber.
Odor Threshold	Not available	pH	Not available
Melting Point	Not available	Boiling Point	129.5 °C (265 °F Minimum )
Boiling Point Range	Not available	Freezing point	Not available
Evaporation Rate	Not available	Flammability (solid, gas)	Not available
Autoignition Temperature	Not available	Flash Point	165 °C [Cleveland Open Cup. ] (329 °F Minimum )
Lower Explosive Limit	Not available	Decomposition temperature	Not available
Upper Explosive Limit	Not available	Vapor Pressure	<0.1 mmHg @ 68°F °C (20 °C )
Vapor Density (air=1)	Not available	Specific Gravity (water=1)	0.87 (Approximate Water = 1 )
Water Solubility	(Insoluble )	Partition coefficient: n- octanol/water	Not available

## Safety Data Sheet

Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30

SDS ID: 820271

Viscosity	>100 SUS	Solubility (Other)	Not available
Density	7.3 lb/gal (US Approximate )	Physical Form	Liquid.
Pour Point	-3 °C (27 °F Maximum )	Molecular Weight	Not available

### Other Information

No additional information is available.

## Section 10 - STABILITY AND REACTIVITY

### Reactivity

No reactivity hazard is expected.

### Chemical Stability

Stable under normal temperatures and pressures.

### Possibility of Hazardous Reactions

Will not polymerize.

### Conditions to Avoid

Avoid heat, flames, sparks and other sources of ignition

### Incompatible Materials

Avoid oxidizing agents.

### Hazardous decomposition products

None under normal temperatures and pressures.

## Section 11 - TOXICOLOGICAL INFORMATION

### Information on Likely Routes of Exposure

#### Inhalation

No information on significant adverse effects.

#### Skin Contact

No information on significant adverse effects.

#### Eye Contact

No information on significant adverse effects.

#### Ingestion

No information on significant adverse effects.

### Acute and Chronic Toxicity

#### Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and the following selected endpoints are published:

#### Lubricating oils, petroleum, hydrotreated spent (64742-58-1)

Oral LD50 Rat >2000 mg/kg; Dermal LD50 Rabbit >4480 mg/kg

#### Distillates, petroleum, solvent-dewaxed heavy paraffinic (64742-65-0)

Oral LD50 Rat >15000 mg/kg (no deaths occurred); Dermal LD50 Rabbit >5000 mg/kg (no deaths occurred)

Inhalation LC50 Rat >2400 mg/m<sup>3</sup> 4 h (no deaths occurred)

#### Distillates, petroleum, solvent-refined light paraffinic (64741-89-5)

Oral LD50 Rat >15 g/kg; Dermal LD50 Rabbit >5 g/kg; Inhalation LC50 Rat 2.18 mg/L 4 h

#### Distillates, petroleum, hydrotreated heavy paraffinic (64742-54-7)

Oral LD50 Rat >15 g/kg (no deaths occurred); Dermal LD50 Rabbit >5000 mg/kg (no deaths occurred)

#### Paraffin oils, petroleum, catalytic dewaxed heavy (64742-70-7)

Oral LD50 Rat >15000 mg/kg; Dermal LD50 Rabbit >5000 mg/kg

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

**Product Toxicity Data**

**Acute Toxicity Estimate**

Dermal	> 2000 mg/kg
Oral	> 2000 mg/kg

**Immediate Effects**

No information on significant adverse effects.

**Delayed Effects**

Repeated exposure may cause skin dryness or cracking.

**Irritation/Corrosivity Data**

May cause slight skin and respiratory irritation.

**Respiratory Sensitization**

No information available for the product.

**Dermal Sensitization**

No information available for the product.

**Component Carcinogenicity**

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA

**Germ Cell Mutagenicity**

No information available for the product.

**Tumorigenic Data**

No data available

**Reproductive Toxicity**

No information available for the product.

**Specific Target Organ Toxicity - Single Exposure**

No information on significant adverse effects.

**Specific Target Organ Toxicity - Repeated Exposure**

No information on significant adverse effects.

**Aspiration hazard**

No information available for the product.

**Medical Conditions Aggravated by Exposure**

Individuals with pre-existing respiratory tract (nose, throat, and lungs), eye, and/or skin disorders may have increased susceptibility to the effects of exposure.

<b>Section 12 - ECOLOGICAL INFORMATION</b>
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**Ecotoxicity**

Toxic to aquatic life.

**Component Analysis - Aquatic Toxicity**

<b>Lubricating oils, petroleum, hydrotreated spent</b>	64742-58-1
Fish:	LC50 96 h Brachydanio rerio 79.6 mg/L [semi-static ]; LC50 96 h Pimephales promelas 3.2 mg/L [semi-static ]
<b>Distillates, petroleum, solvent-dewaxed heavy paraffinic</b>	64742-65-0
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L

# Safety Data Sheet

Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30

SDS ID: 820271

Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID
Distillates, petroleum, solvent-refined light paraffinic	64741-89-5
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID
Distillates, petroleum, hydrotreated heavy paraffinic	64742-54-7
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID

#### Persistence and Degradability

No information available for the product.

#### Bioaccumulative Potential

No information available for the product.

#### Mobility

No information available for the product.

#### Other Toxicity

No additional information is available.

## Section 13 - DISPOSAL CONSIDERATIONS

#### Disposal Methods

Dispose in accordance with federal, state, provincial, and local regulations. Regulations may also apply to empty containers. The responsibility for proper waste disposal lies with the owner of the waste. Contact Safety-Kleen regarding proper recycling or disposal.

#### Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components

## Section 14 - TRANSPORT INFORMATION

#### US DOT Information:

Additional information: Not regulated as dangerous goods.

IATA Information:

Additional information: Not regulated as a hazardous material.

TDG Information:

Additional information: Not regulated as dangerous goods.

## Section 15 - REGULATORY INFORMATION

#### U.S. Federal Regulations

None of this products components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

SARA Section 311/312 (40 CFR 370 Subparts B and C)

Acute Health: No Chronic Health: No Fire: No Pressure: No Reactivity: No

# Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

**.S. State Regulations**

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
Distillates, petroleum, solvent-refined light paraffinic	64741-89-5	No	Yes	No	No	No
Paraffin oils, petroleum, catalytic dewaxed heavy	64742-70-7	No	Yes	No	No	No

Not listed under California Proposition 65

**Canada Regulations**

**Canadian WHMIS Ingredient Disclosure List (IDL)**

The components of this product are either not listed on the IDL or are present below the threshold limit listed on the IDL.

**Component Analysis - Inventory**

Lubricating oils, petroleum, hydrotreated spent (64742-58-1); Distillates, petroleum, solvent-dewaxed heavy paraffinic (64742-65-0); Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts (113706-15-3); Distillates, petroleum, solvent-refined light paraffinic (64741-89-5); Distillates, petroleum, hydrotreated heavy paraffinic (64742-54-7) Paraffin oils, petroleum, catalytic dewaxed heavy (64742-70-7)

US	CA
Yes	DSL

**Section 16 - OTHER INFORMATION**

**NFPA Ratings**

Health: 1 Fire: 1 Reactivity: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

**Summary of Changes**

09/18/2017: Addition of Canadian Importer.

**Key / Legend**

ACGIH - American Conference of Governmental Industrial Hygienists; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania\*; CAS - Chemical Abstracts Service; CFR - Code of Federal Regulations (US); CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CLP - Classification, Labelling, and Packaging; CPR - Controlled Products Regulations; DOT - Department of Transportation; DSL - Domestic Substances List; EPA - Environmental Protection Agency; F - Fahrenheit; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of Lists™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; NDSL - Non-Domestic Substance List (Canada); NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; NTP - National Toxicology Program; OSHA - Occupational Safety and Health Administration; PEL - Permissible Exposure Limit; RCRA - Resource Conservation and Recovery Act; SARA - Superfund Amendments and Reauthorization Act; STEL - Short-term Exposure Limit; TDG - Transportation of Dangerous Goods; TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; WHMIS - Workplace Hazardous Materials Information System (Canada).

**Other Information**

## Safety Data Sheet

**Material Name: Performance Plus Heavy Duty Diesel Engine Oil CK-4  
15W-40, 10W-30**

**SDS ID: 820271**

**Disclaimer:**

User assumes all risks incident to the use of this product. To the best of our knowledge, the information contained herein is accurate. However, Safety-Kleen assumes no liability whatsoever for the accuracy or completeness of the information contained herein. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to the information or the product to which the information refers. The data contained on this sheet apply to the product as supplier to the user.



# Performance Plus Automatic Transmission Fluid (ATF DEX/MERC)

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).  
Revision Ddate: 03/07/2022 Date of Issue: 03/08/2019 Supersedes Date: 03/08/2019 Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

Product Form: Mixture

Product Name: Performance Plus Automatic Transmission Fluid (ATF DEX/MERC)

Product Code: 24XMVXR

SDS No. : 820220

### 1.2. Intended Use of the Product

Lubricating oils. For professional use only.

### 1.3. Name, Address, and Telephone of the Responsible Party

FOR PRODUCT MANUFACTURED IN THE U.S.A.:

#### Manufacturer

Safety-Kleen Systems, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149  
1-800-669-5740

#### Supplier (In Canada)

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, L7A 1B2  
Canada

FOR PRODUCT MANUFACTURED IN CANADA:

#### Manufacturer

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, L7A 1B2  
Canada

#### Supplier (In the U.S.A.)

Safety-Kleen Systems, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149  
U.S.A

[www.safety-kleen.com](http://www.safety-kleen.com)

Phone: 1-800-669-5740

Emergency Phone #: 1-800-468-1760

### 1.4. Emergency Telephone Number

Emergency Number : 1-800-468-1760

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

GHS-US/CA Classification

Not classified

### 2.2. Label Elements

GHS-US/CA Labeling

No labeling applicable according to 29 CFR 1910.1200 and the Hazardous Products Regulations (HPR) SOR/2015-17.

### 2.3. Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

### 2.4. Unknown Acute Toxicity (GHS-US/CA)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

### 3.2. Mixture

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First-aid Measures

# Performance Plus Automatic Transmission Fluid (ATF DEX/MERC)

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**Inhalation:** When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

**Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 5 minutes. Gently wash with plenty of soap and water. Obtain medical attention if irritation develops or persists.

**Eye Contact:** Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

**Ingestion:** Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

### 4.2. Most Important Symptoms and Effects Both Acute and Delayed

**General:** Not expected to present a significant hazard under anticipated conditions of normal use.

**Inhalation:** Prolonged exposure may cause irritation.

**Skin Contact:** Prolonged exposure may cause skin irritation.

**Eye Contact:** May cause slight irritation to eyes.

**Ingestion:** Ingestion may cause adverse effects.

**Chronic Symptoms:** None expected under normal conditions of use.

### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Water spray, fog, carbon dioxide (CO<sub>2</sub>), alcohol-resistant foam, or dry chemical.

**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but may burn at high temperatures.

**Explosion Hazard:** Product is not explosive.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Use water spray or fog for cooling exposed containers.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** Carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke). Sulfur oxides. Nitrogen oxides. Toxic fumes.

### 5.4. Reference to Other Sections

Refer to Section 9 for flammability properties.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray). Spilled material may present a slipping hazard.

#### 6.1.1. For Non-Emergency Personnel

**Protective Equipment:** Use appropriate personal protective equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

#### 6.1.2. For Emergency Personnel

**Protective Equipment:** Equip cleanup crew with proper protection.

**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

### 6.3. Methods and Materials for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

# Performance Plus Automatic Transmission Fluid (ATF DEX/MERC)

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

### 6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Store locked up/in a secure area.

**Incompatible Materials:** Strong acids, strong bases, strong oxidizers.

### 7.3. Specific End Use(s)

Lubricating oils. For professional use only.

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

### 8.2. Exposure Controls

**Appropriate Engineering Controls:** Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles. Insufficient ventilation: wear respiratory protection.



**Materials for Protective Clothing:** Chemically resistant materials and fabrics.

**Hand Protection:** Wear protective gloves.

**Eye and Face Protection:** Chemical goggles or safety glasses.

**Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

**Other Information:** When using, do not eat, drink or smoke.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Red
Odor	: Mild
Odor Threshold	: Not available
pH	: Not available
Evaporation Rate	: Not available
Melting Point	: Not available
Freezing Point	: Not available
Boiling Point	: Not available
Flash Point	: 95.6 °C (204.08 °F)
Auto-ignition Temperature	: Not available

# Performance Plus Automatic Transmission Fluid (ATF DEX/MERC)

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: 1 (Water=1)
Specific Gravity	: Not available
Solubility	: Not soluble
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: >20.5 mm <sup>2</sup> /s @ 40 °C
VOC content	: Negligible, as per U.S. EPA 40 CFR 51.100(s)

### SECTION 10: STABILITY AND REACTIVITY

- 10.1. **Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. **Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).
- 10.3. **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. **Conditions to Avoid:** Direct sunlight, extremely high or low temperatures, and incompatible materials.
- 10.5. **Incompatible Materials:** Strong acids, strong bases, strong oxidizers.
- 10.6. **Hazardous Decomposition Products:** Thermal decomposition generates: Carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke). Sulfur oxides. Nitrogen oxides. Toxic fumes.

### SECTION 11: TOXICOLOGICAL INFORMATION

#### 11.1. Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

Eye Damage/Irritation: Not classified

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Prolonged exposure may cause irritation.

Symptoms/Injuries After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Injuries After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Injuries After Eye Contact: May cause slight irritation to eyes.

Symptoms/Injuries After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

#### 11.2. Information on Toxicological Effects - Ingredient(s)

Not available

### SECTION 12: ECOLOGICAL INFORMATION

#### 12.1. Toxicity

Ecology - General: Not classified

#### 12.2. Persistence and Degradability

#### 12.3. Bioaccumulative Potential

# Performance Plus Automatic Transmission Fluid (ATF DEX/MERC)

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According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

### 12.4. Mobility in Soil

### 12.5. Other Adverse Effects

Other Information: Not available.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

**Ecology - Waste Materials:** Avoid release to the environment.

## SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT Not regulated for transport

14.2. In Accordance with IMDG Not regulated for transport

14.3. In Accordance with IATA Not regulated for transport

14.4. In Accordance with TDG Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

15.1. **US Federal Regulations** Neither this product nor its chemical components appear on any US federal lists, or its chemical components are not required to be disclosed.

15.2. **US State Regulations** Neither this product nor its chemical components appear on any US state lists, or its chemical components are not required to be disclosed.

15.3. **Canadian Regulations** This product or its components are not listed on the Canadian Domestic Substances List (DSL) or the Non-Domestic Substances List (NDSL), or are not required to be disclosed.

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 03/07/2022

Revision

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

*The information contained herein is correct to the best of our knowledge, information, and belief and is designed only as guidance for the handling, use, processing, storage, transportation, disposal, and release of the product. User assumes all risks incident to use of this product and shall determine the quality and suitability of the product for its use. Supplier offers no warranty, express or implied; whatsoever, including warranties of merchantability or fitness for a particular purpose or otherwise, and specifically disclaims any and all liability for incidental, consequential, or other damages arising out the use or misuse of the product. The information provided relates only to the specific material provided and may not be valid if used in combination with any other materials or process, unless specified herein.*

NA GHS SDS 2015 (Can, US)



**Performance Plus AW Hydraulic Oils**  
**ISO 22, 32, 46, 68, 100, 150, 220**  
Safety Data Sheet

SDS ID: 82551

**Section 1 - PRODUCT AND COMPANY IDENTIFICATION**

**Material Name**

Performance Plus AW Hydraulic Oils, ISO 22, 32, 46, 68, 100, 150, 220

**Product Code**

Prefix 31

**Synonyms**

Petroleum oil, Petroleum hydrocarbon, lube oil, lubricant.

**Product Use**

Hydraulic oil. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.

**Restrictions on Use**

None known.

**FOR PRODUCT MANUFACTURED IN THE U.S.A.:**

**MANUFACTURER**

Safety-Kleen Systems, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149  
U.S.A.

**SUPPLIER (in Canada)**

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, Canada L7A 1B2

**FOR PRODUCT MANUFACTURED IN CANADA:**

**MANUFACTURER**

Safety-Kleen Canada, Inc.  
25 Regan Road  
Brampton, Ontario, L7A 1B2  
Canada

**SUPPLIER (in the U.S.A.)**

Safety-Kleen Systems, Inc.  
42 Longwater Drive  
Norwell, MA 02061-9149  
U.S.A.

[www.safety-kleen.com](http://www.safety-kleen.com)

Phone: 1-800-669-5740

Emergency Phone: 1-800-468-1760

**Issue Date**

December 2, 2019

**Supersedes Issue Date**

July 18, 2018

**Original Issue Date**

April 22, 1993

**Section 2 - HAZARDS IDENTIFICATION**

Classification in accordance with Schedule 1 of Canada's Hazardous Products Regulations (HPR) (SOR/2015-17) and paragraph (d) of 29 CFR 1910.1200 in the United States

None needed according to classification criteria.

**GHS Label Elements**

**Symbol(s)**

None needed according to classification criteria.

**Signal Word**

None needed according to classification criteria.

**Hazard Statement(s)**

None needed according to classification criteria.

# Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

## Precautionary Statement(s)

### Prevention

None needed according to classification criteria.

### Response

None needed according to classification criteria.

### Storage

None needed according to classification criteria.

### Disposal

Dispose of in accordance with all applicable federal, state and local regulations.

## Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
64742-58-1	Lubricating oils, petroleum, hydrotreated spent	9-99
64742-62-7	Residual oils (petroleum), solvent dewaxed	0-71
68649-42-3	Phosphorodithioic acid, O,O-di-C1-14-alkyl esters, zinc salts	0.2-0.55
128-39-2	2,6-Di-tert-butylphenol	0.085-0.17
72623-85-9	Lubricating oils, petroleum, C20-50; hydrotreated neutral oil-based, high-viscosity	0.085-0.17

Concentration ranges are used to express batch-to-batch variability in the production of the mixture.

## Section 4 - FIRST AID MEASURES

### Inhalation

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get medical attention if needed.

### Skin

IF ON SKIN: Wash with plenty of soap and water. Get medical attention if needed.

### Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing. Get medical attention if needed.

### Ingestion

IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.

### Most Important Symptoms/Effects

#### Acute

No information on significant adverse effects.

#### Delayed

Repeated exposure may cause skin dryness or cracking.

### Indication of any immediate medical attention and special treatment needed

Treat symptomatically and supportively. Treatment may vary with condition of victim and specifics of incident.

## Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

### Section 5 - FIRE FIGHTING MEASURES

#### Extinguishing Media

##### Suitable Extinguishing Media

Carbon dioxide, dry chemical, regular foam, water spray, water fog. Water or foam may cause frothing.

##### Unsuitable Extinguishing Media

Do not use high pressure water streams.

#### Special Hazards Arising from the Chemical

Negligible fire hazard.

#### Hazardous Combustion Products

Decomposition and combustion materials may be toxic. Burning may produce aldehydes, hydrogen sulfide, alkyl mercaptans, sulfides, nitrogen oxides, phosphorus oxide, sulfur oxides, carbon monoxide, unidentified organic compounds.

#### Fire Fighting Measures

Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Keep unnecessary people away, isolate hazard area and deny entry.

#### Special Protective Equipment and Precautions for Firefighters

A positive-pressure, self-contained breathing apparatus (SCBA) and full-body protective equipment are required for fire emergencies.

### Section 6 - ACCIDENTAL RELEASE MEASURES

#### Personal Precautions, Protective Equipment and Emergency Procedures

Wear personal protective clothing and equipment, see Section 8.

#### Methods and Materials for Containment and Cleaning Up

Remove all ignition sources. Do not touch or walk through spilled products. Stop leak if you can do it without risk. Wear protective equipment and provide engineering controls as specified in SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. Contain spill away from surface water and sewers. Contain spill as a liquid for possible recovery, or absorb with compatible sorbent material and shovel with a clean, sparkproof tool into a sealable container for disposal. Additionally, for large spills: Dike far ahead of liquid spill for collection and later disposal.

### Section 7 - HANDLING AND STORAGE

#### Precautions for Safe Handling

Keep away from sparks or flame. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean tools and explosion-proof equipment. When transferring large volumes of product, metal containers, including trucks and tank cars, should be grounded and bonded. These products have a low vapor pressure and are not expected to present an inhalation hazard under normal temperatures and pressures. However, when aerosolizing, misting, or heating these products, do not breathe vapor or mist. Use in a well ventilated area. Avoid contact with eyes, skin, clothing, shoes.

#### Conditions for Safe Storage, Including any Incompatibilities

None needed according to classification criteria.

Keep container tightly closed when not in use and during transport. Store containers in a cool, dry place. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from heat, flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous.

#### Incompatible Materials

Acids, oxidizing agents, reducing agents.

# Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

## Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

### Component Exposure Limits

Canada, ACGIH, OSHA, and NIOSH have not developed exposure limits for any of this product's components.

### ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

### Engineering Controls

Provide general ventilation. Where adequate general ventilation is unavailable, use process enclosures, local exhaust ventilation, or other engineering controls.

### Individual Protection Measures, such as Personal Protective Equipment

#### Eye/face protection

Wear safety glasses. Additional protection like goggles, face shields, or respirators may be needed dependent upon anticipated use and concentrations of mists or vapors. Eye wash fountain and emergency showers are recommended. Contact lens use is not recommended.

#### Respiratory Protection

A respiratory protection program which meets USA's OSHA General Industry Standard 29 CFR 1910.134 or Canada's CSA Standard Z94.4-M1982 requirements must be followed whenever workplace conditions warrant a respirator's use. Consult a qualified Industrial Hygienist or Safety Professional for respirator selection guidance.

#### Glove Recommendations

Where skin contact is likely, wear neoprene, nitrile, or equivalent protective gloves; use of natural rubber or equivalent gloves is not recommended. To avoid prolonged or repeated contact where spills and splashes are likely, wear appropriate chemical-resistant facemask, boots, apron, coveralls, long sleeve shirts, or other protective clothing. When product is heated and skin contact is likely, wear heat-resistant gloves, boots, and other protective clothing.

#### Protective Materials

Personal protective equipment should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted by a qualified professional pursuant to regulatory requirements. The following PPE should be considered the minimum required: Safety glasses, Gloves, and Lab coat or apron.

## Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance</b>	Amber, red, blue to green liquid.	<b>Physical State</b>	Liquid
<b>Odor</b>	petroleum	<b>Color</b>	Amber, red, blue to green
<b>Odor Threshold</b>	Not available	<b>pH</b>	Not available
<b>Melting Point</b>	Not available	<b>Boiling Point</b>	246 °C (475 °F Minimum )
<b>Boiling Point Range</b>	Not available	<b>Freezing point</b>	Not available
<b>Evaporation Rate</b>	Not available	<b>Flammability (solid, gas)</b>	Not available
<b>Autoignition Temperature</b>	Not available	<b>Flash Point</b>	165 °C (329 °F Minimum )
<b>Lower Explosive Limit</b>	Not available	<b>Decomposition temperature</b>	Not available

# Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

Upper Explosive Limit	Not available	Vapor Pressure	<0.1 mmHg @ 68 °F (20° C)
Vapor Density (air=1)	Not available	Specific Gravity (water=1)	0.88 (Approximate Water = 1)
Water Solubility	(Insoluble)	Partition coefficient: n-octanol/water	Not available
Viscosity	>20.5 mm <sup>2</sup> /s 40 °C (104 °F)	Kinematic viscosity	Not available
Solubility (Other)	Not available	Density	7.3 lb/gal (US Approximate)
Pour Point	-6 °C (21 °F Maximum)	Volatile Organic Compounds (As Regulated)	Negligible, as per 40 CFR 51.100(s)
Molecular Weight	Not available		

## Section 10 - STABILITY AND REACTIVITY

### Chemical Stability

Stable under normal temperatures and pressures.

### Possibility of Hazardous Reactions

Polymerization is not known to occur under normal temperature and pressures. Not reactive with water.

### Conditions to Avoid

Avoid sparks or flame.

### Incompatible Materials

Acids, oxidizing agents, reducing agents.

### Hazardous decomposition products

None under normal temperatures and pressures. See also SECTION 5: HAZARDOUS COMBUSTION PRODUCTS.

## Section 11 - TOXICOLOGICAL INFORMATION

### Information on Likely Routes of Exposure

#### Inhalation

No information on significant adverse effects.

#### Skin Contact

Prolonged or repeated skin contact may cause skin dryness or cracking.

#### Eye Contact

No information on significant adverse effects.

#### Ingestion

May be harmful if swallowed.

### Acute and Chronic Toxicity

#### Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and the following selected endpoints are published:

**Lubricating oils, petroleum, hydrotreated spent (64742-58-1)**

Oral LD50 Rat >2000 mg/kg; Dermal LD50 Rabbit >4480 mg/kg

**Residual oils (petroleum), solvent dewaxed (64742-62-7)**

Oral LD50 Rat >5000 mg/kg; Dermal LD50 Rabbit >2000 mg/kg; Inhalation LC50 Rat 2.18 mg/L 4 h

# Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

**2,6-Di-tert-butylphenol (128-39-2)**

Oral LD50 Rat >5000 mg/kg; Dermal LD50 Rabbit >10 g/kg

**Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based, high-viscosity (72623-85-9)**

Oral LD50 Rat >5000 mg/kg; Dermal LD50 Rabbit >2000 mg/kg; Inhalation LC50 Rat 2.18 mg/L 4 h

## Product Toxicity Data

### Acute Toxicity Estimate

Oral	> 2000 mg/kg
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### Immediate Effects

No information on significant adverse effects.

### Delayed Effects

No information on significant adverse effects.

### Irritation/Corrosivity Data

May cause slight skin or respiratory irritation.

### Respiratory Sensitization

Based on best current information, there is no known human sensitization associated with these products.

### Dermal Sensitization

Based on best current information, there is no known human sensitization associated with this product.

### Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA.

### Germ Cell Mutagenicity

Based on best current information, there is no known mutagenicity associated with this product.

### Tumorigenic Data

No information is available for the product.

### Reproductive Toxicity

Based on best current information, there is no known reproductive toxicity associated with this product.

### Specific Target Organ Toxicity - Single Exposure

No target organs identified.

### Specific Target Organ Toxicity - Repeated Exposure

No target organs identified.

### Aspiration hazard

No information available for the product.

### Medical Conditions Aggravated by Exposure

Individuals with pre-existing respiratory tract (nose, throat, and lungs), eye, and/or skin disorders may have increased susceptibility to the effects of exposure.

## Section 12 - ECOLOGICAL INFORMATION

### Ecotoxicity

Harmful to aquatic life with long lasting effects.

### Component Analysis - Aquatic Toxicity

Residual oils (petroleum), solvent dewaxed	64742-62-7
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID
Phosphorodithioic acid, O,O-di-C1-14-alkyl esters, zinc salts	68649-42-3

# Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

Fish:	LC50 96 h Pimephales promelas 1 - 5 mg/L [static ]; LC50 96 h Pimephales promelas 10 - 35 mg/L [semi-static ]
Invertebrate:	EC50 48 h Daphnia magna 1 - 1.5 mg/L IUCLID
<b>2,6-Di-tert-butylphenol</b>	<b>128-39-2</b>
Invertebrate:	EC50 48 h Daphnia magna 0.45 mg/L IUCLID
<b>Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based, high-viscosity</b>	<b>72623-85-9</b>
Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID

#### Persistence and Degradability

No information available for the product.

#### Bioaccumulative Potential

No information available for the product.

#### Mobility

No information available for the product.

#### Other Toxicity

No additional information is available.

## Section 13 - DISPOSAL CONSIDERATIONS

#### Disposal Methods

Dispose in accordance with federal, state, provincial, and local regulations. The responsibility for proper waste disposal lies with the owner of the waste. Processing, use, or contamination by the user may change the waste code applicable to the disposal of this product. Regulations may also apply to empty containers. Contact Kleen Performance Products regarding proper recycling or disposal.

#### Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components.

## Section 14 - TRANSPORT INFORMATION

**US DOT Information:** Not regulated for transport.

**IATA Information:** Not regulated for transport.

**IMDG Information:** Not regulated for transport.

**TDG Information:** Not regulated for transport.

#### International Bulk Chemical Code

This material does not contain any chemicals required by the IBC Code to be identified as dangerous chemicals in bulk.

## Section 15 - REGULATORY INFORMATION

#### Canada Regulations

##### CEPA - Priority Substances List

None of this product's components are on the list.

# Safety Data Sheet

**Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS**

**SDS ID: 82551**

**Ozone Depleting Substances**

None of this product's components are on the list.

**Council of Ministers of the Environment - Soil Quality Guidelines**

None of this product's components are on the list.

**Council of Ministers of the Environment - Water Quality Guidelines**

None of this product's components are on the list.

**U.S. Federal Regulations**

This material contains one or more of the following chemicals required to be identified under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), and/or require an OSHA process safety plan.

<b>Phosphorodithioic acid, O,O-di-C1-14-alkyl esters, zinc salts</b>	<b>68649-42-3</b>
SARA 313:	1 % de minimis concentration (related to Zinc compounds)

**SARA Section 311/312 (40 CFR 370 Subparts B and C) reporting categories**

No hazard categories applicable.

**U.S. State Regulations**

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
<b>Phosphorodithioic acid, O,O-di-C1-14-alkyl esters, zinc salts</b>	<b>68649-42-3</b>	Yes	No	No	Yes	Yes

**California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)**

Not listed under California Proposition 65.

**Component Analysis - Inventory**

**Lubricating oils, petroleum, hydrotreated spent (64742-58-1)**

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	No	No	Yes	No
KR - REACH CCA			MX	NZ	PH	TH-TECI	TW	VN (Draft)
No			Yes	Yes	Yes	No	Yes	Yes

**Residual oils (petroleum), solvent dewaxed (64742-62-7)**

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	No	No	Yes	No
KR - REACH CCA			MX	NZ	PH	TH-TECI	TW	VN (Draft)
No			Yes	Yes	Yes	Yes	Yes	Yes

## Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

### Phosphorodithioic acid, O,O-di-C1-14-alkyl esters, zinc salts (68649-42-3)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	No	No	Yes	No
KR - REACH CCA			MX	NZ	PH	TH-TECI	TW	VN (Draft)
No			Yes	Yes	Yes	No	Yes	Yes

### 2,6-Di-tert-butylphenol (128-39-2)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	Yes	Yes	Yes	No
KR - REACH CCA			MX	NZ	PH	TH-TECI	TW	VN (Draft)
No			Yes	Yes	Yes	Yes	Yes	Yes

### Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based, high-viscosity (72623-85-9)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	No	No	Yes	No
KR - REACH CCA			MX	NZ	PH	TH-TECI	TW	VN (Draft)
No			No	Yes	Yes	No	Yes	Yes

## Section 16 - OTHER INFORMATION

#### NFPA Ratings

Health: 1 Fire: 1 Instability: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

#### Summary of Changes

Update to composition and resultant changes.

#### Key / Legend

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania\*; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CFR - Code of Federal Regulations (US); CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive; DSL - Domestic Substances List; EC - European Commission; EEC - European Economic Community; EIN - European Inventory of (Existing Commercial Chemical Substances); EINECS - European Inventory of Existing Commercial Chemical Substances; ENCS - Japan Existing and New Chemical Substance Inventory; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; F - Background (for Venezuela Biological Exposure Indices); IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; ISHL - Japan Industrial Safety and Health Law; IUCLID - International Uniform Chemical Information Database; JP - Japan; Kow - Octanol/water partition

## Safety Data Sheet

Material Name: PERFORMANCE PLUS AW HYDRAULIC OILS

SDS ID: 82551

coefficient; KR KECI Annex 1 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL); KR KECI Annex 2 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL), KR - Korea; LD50/LC50 - Lethal Dose/ Lethal Concentration; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of Lists™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; MX - Mexico; Ne - Non-specific; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; Nq - Non-quantitative; NSL - Non-Domestic Substance List (Canada); NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PEL - Permissible Exposure Limit; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH - Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; Sc - Semi-quantitative; STEL - Short-term Exposure Limit; TCCA - Korea Toxic Chemicals Control Act; TDG - Transportation of Dangerous Goods; TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TW - Taiwan; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; VLE - Exposure Limit Value (Mexico); VN (Draft) - Vietnam (Draft); WHMIS - Workplace Hazardous Materials Information System (Canada).

### Other Information

#### Disclaimer:

User assumes all risks incident to the use of this product. To the best of our knowledge, the information contained herein is accurate. However, Kleen Performance Products assumes no liability whatsoever for the accuracy or completeness of the information contained herein. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to the information or the product to which the information refers. The data contained on this sheet apply to the product as supplied to the user.



**PERFORMANCE PLUS OILS AND LUBRICANTS**  
 PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

**HEAVY DUTY ENGINE OILS (CK-4)**

Performance Plus® Heavy Duty Diesel Engine Oils are formulated using specially engineered KLEEN+ base oil and premium state-of-the-art performance additives to surpass the latest heavy duty Original Equipment Manufacturer's (OEM) severity requirements. The proprietary formula is designed to provide outstanding oxidation resistance, improved wear protection and exceptional thermal stability under extreme conditions (low and high temperatures). Additionally, they are recommended for the latest heavy duty diesel, gasoline, and propane engines including those equipped with emission control (EGR) and post treatment (DPF or DOC) systems and are approved and licensed to meet or exceed the latest API CK-4 requirements. Performance and Protection are the foundation of all Performance Plus products which is why they are designed to maintain power, perform, and protect engines in harsh driving conditions.

PERFORMANCE PLUS PROPERTIES		
SAE Viscosity Grade	10W-30	15W-40
API Service Category	CK-4	CK-4 / SN
Kinematic Viscosity		
cSt @ 40°C	81.7	113.9
cSt @ 100°C	12.2	15.6
Viscosity Index	145	145
CCS Viscosity		
cP @ -25°C	6,200	-
cP @ -20°C	-	5,500
MRV Viscosity		
cP @ -30°C	23,600	-
cP @ -25°C	-	22,200
TBN	10.0	10.0
Evaporative Loss, NOACK, wt%	10	8
Specific Gravity 15.6°C (60°F)	0.865	0.869
Flash Point, °C (°F)	237 (459)	226 (439)
Pour Point, °C (°F)	-39 (-38)	-33 (-27)
Color (ASTM)	L 4.0	L 4.0
Sulfated Ash, wt%	1.0	1.0

**Approvals and Specifications**

Performance Plus® Heavy Duty Engine Oils have been formally approved to meet the following specifications:

- |                 |                           |
|-----------------|---------------------------|
| API CK-4        | Detroit Diesel DFS 93K222 |
| API CJ-4        | Detroit Diesel DFS 93K218 |
| API CI-4 Plus   | Ford WSS M2C171-F1        |
| API SN (15W-40) | Cummins CES 20081         |
| Renault RLD-3   | Cummins CES 20086         |
| Renault RLD-4   | Mack EO-O Premium Plus    |
| Volvo VDS-4     | Mack EOS-4.5              |
| Volvo VDS-4.5   |                           |

Since Performance Plus Heavy Duty Engine Oils meet and can exceed the latest stringent OEM requirements they are also suitable for use where the following specifications are recommended:

- |                     |                      |
|---------------------|----------------------|
| Caterpillar ECF-3   | Mercedes Benz 228.31 |
| Caterpillar ECF-2   |                      |
| MTU Category 2.1    | ACEA E9              |
| Deutz DQC III-10 LA |                      |
| MTU Category 2.1    |                      |

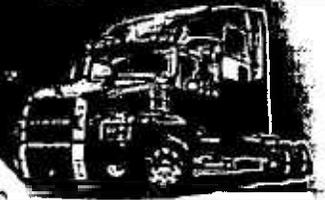
Note: Values shown above are representative of current production and may vary within modest ranges

Information regarding recommended maintenance and equipment operating conditions can be found by referencing Original Equipment Manufacturer's (OEM) owner's manual and lubricant recommendations.

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**PERFORMANCE PLUS OILS AND LUBRICANTS**  
 PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

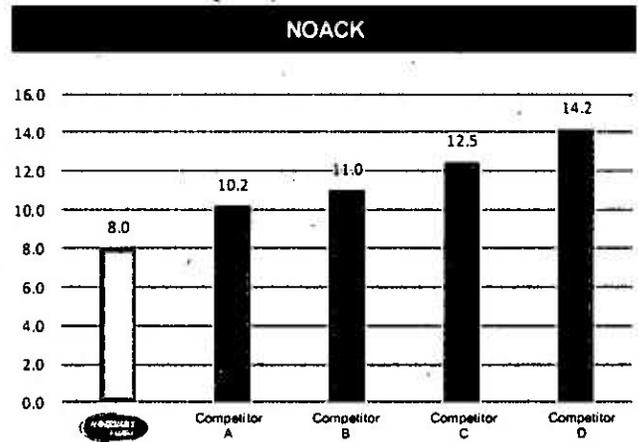
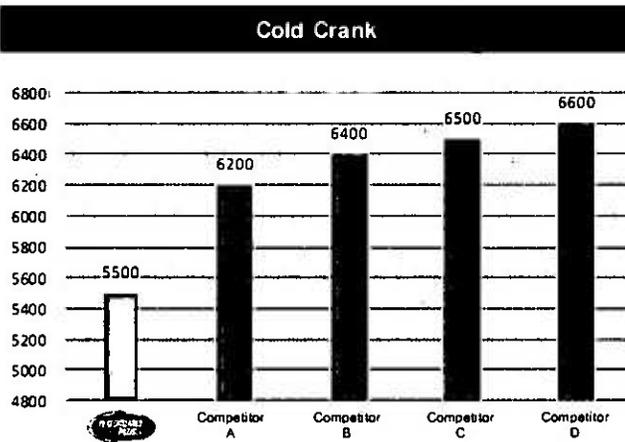
**HEAVY DUTY ENGINE OILS (CK-4)**

**Features and Benefits:** Today's trucks and fleets demand power, performance and protection and Performance Plus Heavy Duty Engine Oils are designed to meet and exceed their needs. Tested, proven, and trusted quality are why those demanding the best turn to Performance Plus. In addition to performance and protection, Performance Plus Heavy Duty Engine Oils offer:

Enhanced soot control and reduced oxidative thickening  
 Excellent cleanliness reducing piston deposits  
 Superior resistance to viscosity and thermal breakdown  
 Outstanding soot control to protect against wear  
 Protects against rust and bearing corrosion

Extending performance over long drain intervals  
 Improving overall fuel economy  
 Performing under the most extreme conditions  
 Optimizing engine output  
 Prolonging the life of the engine

**Proven and Trusted:** The foundation of all Performance Plus products is the tested, proven and trusted base oil which exceeds the performance of many of the major oil refiners. Our finished lubricants start at a higher level than the competition due to our formulated blend of high quality base oils and additives.



Performance Plus® delivers superior lubrication flow to vital components faster and more efficiently thus significantly reducing critical engine wear during cold temperature operation v. conventional formulations.

Performance Plus® uses KLEEN+ base oil to provide exceptional volatility performance resulting in less oil top off, less light end engine deposits, and excellent cold and high temperature viscosity performance v. conventional formulations.

**Health and Safety:** Information detailing health and safety can be found in the corresponding Safety Data Sheet on the Performance Plus website. Performance Plus products contain petroleum distillates and are not likely to pose any significant health or safety hazards. Gloves should be used to avoid any contact - should there be contact with skin, washing with soap and water is advised. If ingested, call a poison center or doctor - do not induce vomiting.

**Storage:** Performance Plus products should not be stored where the temperatures are above 140° F (60° C) or near sparks and flames. Products should be stored under cover and away from the reach of children. In case where drums cannot be under cover, they should be laid horizontally to avoid any potential contaminants.

**Disposal:** All efforts should be made to protect the environment. Please properly dispose of used motor oil and lubricants. Should you need any assistance please contact your sales representative for information on how Safety-Kleen's used motor oil collection services.

For additional questions, please contact your Performance Plus® Products Sales Representative.

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**PERFORMANCE PLUS OILS AND LUBRICANTS**  
PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

**AUTOMATIC TRANSMISSION FLUID (DEX III / MERCON)**

**Performance Plus® Automatic Transmission Fluid** is formulated to reduce wear, protect against corrosion and last longer in vehicle with automatic and power shift transmissions. Our product is built on the foundation of our highly refined base oils which greatly enhances the products ability to remain in grade over a wider temperature range and even under extreme conditions. Performance Plus Automatic Transmission Fluid is proven to deliver exceptional frictional and anti-wear properties, extending the life of the transmission by smoothing shifting and reducing maintenance costs related to wear.

PERFORMANCE PLUS PROPERTIES	
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	32.9 7.1
Viscosity Index	187
Brookfield Viscosity cP @ -40°C	15,000
API Gravity	34.8
Specific Gravity 15.6°C (60°F)	0.851
Flash Point, °C (°F)	204 (399)
Pour Point, °C (°F)	-51 (-60)
Color	Red

**Approvals and Specifications**

Performance Plus® Automatic Transmission Fluid (DEX III / MERCON) are suitable for use in the following specifications:

DEXRON® III	Ford MERCON®
DEXRON® IIE	Ford ESP-M2C138-CJ
DEXRON®	Ford ESP-M2C166-H
Allison C-3 / C-4	Ford Type A Suffix A
Caterpillar TO-2	

Since Performance Plus Automatic Transmission Fluid meet the latest stringent requirements of leading automobile manufacturers, they are suitable for the following OEMs (where applicable\*):

General Motors	Toyota
Lincoln	Kia
Mazda	Hyundai
Lexus	Mitsubishi
GMC	Nissan
Chevrolet	Infiniti
Dodge	Honda
Jeep	Acura
Chrysler	Volvo
Buick	Subaru
Land Rover	Jaguar
Dodge	Mercedes-Benz
Volkswagen	BMW
Buick	Cadillac

Note: Values shown above are representative of current production and may vary within modest ranges

\*Information regarding recommended maintenance and equipment operating conditions can be found by referencing Original Equipment Manufacturer's (OEM) owner's manual and recommended lubricant grades.

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**PERFORMANCE PLUS OILS AND LUBRICANTS**  
 PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

**AUTOMATIC TRANSMISSION FLUID (DEX III / MERCON)**

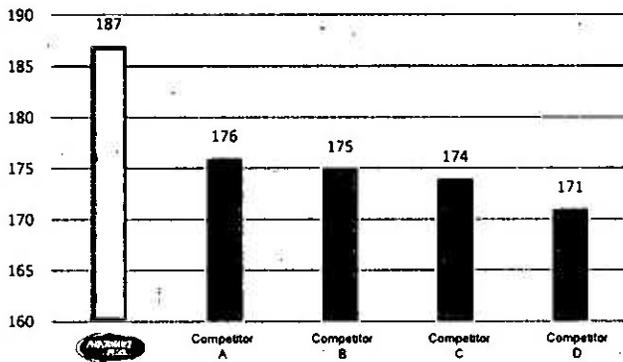
**Features and Benefits:** OEMs and drivers demand Performance and Protection in their automatic transmissions, and those who demand the best for their vehicle demand Performance Plus Automatic Transmission Fluid. Our product has been tested, proven and is trusted for quality. In addition to Protection and Performance, Performance Plus Automatic Transmission Fluid delivers:

- Excellent frictional properties
- Formulated for anti-wear protection
- Outstanding corrosion protection
- Compatible with all common seal materials
- Superior low temperature performance

- Providing smooth and quiet gear shifts
- Extending the life of the transmission
- Essential protection for bushings, gears and clutch plates
- Can be in a wide array of vehicles
- Protecting components during critical wear conditions

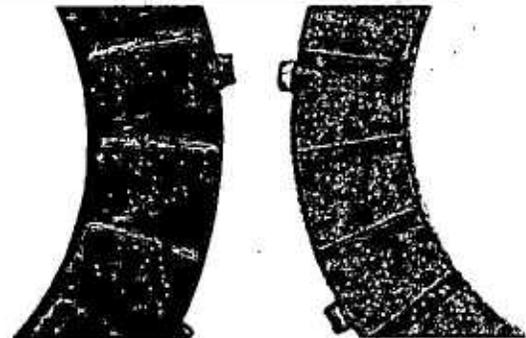
**Proven and Trusted:** The foundation of all Performance Plus products is the tested, proven and trusted base oil which exceeds the performance of many of the major oil refiners. Our finished lubricants start at a higher level than the competition due to our formulated blend of high quality base oils and additives.

**Viscosity Index**



Performance Plus® has a superior Viscosity Index, enhancing performance over a wider temperature range than the leading competitors, protecting transmissions from wear at extreme high and low temperature environments.

**Wear and Temperature**



The image on the left shows damage from wear, and the image on the right shows the protection provided by Performance Plus.

The greatest amount of wear occurs at low temperature start-up, Performance Plus® is formulated to protect critical transmission components in these conditions to greatly extend the life of your transmission.

**Health and Safety:** Information detailing health and safety can be found in the corresponding Safety Data Sheet on the Performance Plus website. Performance Plus products contain petroleum distillates and are not likely to pose any significant health or safety hazards. Gloves should be used to avoid any contact - should there be contact with skin, washing with soap and water is advised. If ingested, call a poison center or doctor - do not induce vomiting.

**Storage:** Performance Plus products should not be stored where the temperatures are above 140° F (60° C) or near sparks and flames. Products should be stored under cover and away from the reach of children. In case where drums cannot be under cover, they should be laid horizontally to avoid any potential contaminants.

**Disposal:** All efforts should be made to protect the environment. Please properly dispose of used motor oil and lubricants. Should you need any assistance please contact your sales representative for information on how Safety-Kleen's used motor oil collection services.

For additional questions, please contact your Performance Plus® Products Sales Representative.

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**PERFORMANCE PLUS OILS AND LUBRICANTS**  
 PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

## ANTI-WEAR EXTENDED HYDRAULIC OILS

Performance Plus® Anti-Wear Extended Hydraulic Oils contain a zinc/phosphorous additive to minimize wear in high speed, high-pressure vane, gear, and piston pumps. They are uniquely formulated and highly engineered to achieve industry leading time between drain intervals through enhanced oxidation stability, sludge and deposit control and corrosion protection. Performance Plus® Anti-Wear Extended Hydraulic Oils have been proven and tested to extend intervals between drains versus the leading competitors. Additionally, these non-conductive, premium products are designed to meet the stringent hydraulic demands of the construction, industrial, mining, logging and agriculture industries, built on the foundation of our highly refined, hydro-treated, high VI - KLEEN+ base oils.

PERFORMANCE PLUS PROPERTIES				
ISO Viscosity Grade	32	46	68	
Kinematic Viscosity				
	cSt @ 40°C	32.7	44.0	64.3
	cSt @ 100°C	5.8	7.2	9.0
Viscosity Index	122	121	116	
Oxidation Stability, hrs.	6,500	6,500	5,500	
Copper Corrosion	1b	1b	1b	
Demulsibility	Pass	Pass	Pass	
Rust Characteristics, A&B	Pass	Pass	Pass	
Specific Gravity 15.6°C (60°F)	0.849	0.853	0.861	
Dielectric Strength (avg KV) <sup>1</sup>	>35	>35	>35	
Flash Point, °C (°F)	236 (457)	248 (478)	250 (482)	
Pour Point, °C (°F)	-36 (-33)	-33 (-27)	-33 (-27)	
Color (ASTM)	L 1.5	L 2.0	L 3.0	

### Approvals and Specifications

Performance Plus® Anti-Wear Extended Hydraulic Oils have been formally approved to meet or are suitable for use\* in the following specifications:

Eaton / Danfoss E-FDGN-TB002-E (brochure 03-401-2010 Rev 1)	
Eaton-Vickers 35VQ25A	Parker Hannifin HF-0
Eaton-Vickers M-2950-S	Parker Hannifin HF-1
Eaton-Vickers I-286-S	Parker Hannifin HF-2
Ford M6C32	General Motors LS2
DIN 51524 Part 1*	ASTM D6158*
DIN 51524 Part 2*	ISO 11158*
US Steel 136*	

Since Performance Plus Anti-Wear Extended Hydraulic Oils meet and can exceed the latest stringent OEM requirements, they are also suitable for use in the following brands where the above specifications are called for

Caterpillar	Mitsubishi
John Deere	Volvo
Case IH	Mahindra
New Holland	Kubota
Komatsu	Terex
Liebherr	Hitachi
Mazak	Toyota
Okuma	Haas
Doosan	Mori Seiki

Note: Values shown above are representative of current production and may vary within modest ranges

<sup>1</sup>Dielectric strength is tested as an average value of several test runs as measuring kV is not precise and results can vary. This value only applies to the point of manufacture at our facility and does not apply to bulk delivery. The product will lose its dielectric strength greatly when exposed to contamination or water. Always refer to your equipment owner's manual to properly manage.

Information regarding recommended maintenance and equipment operating conditions can be found by referencing Original Equipment Manufacturer's (OEM) owner's manual and lubricant recommendations.

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**PERFORMANCE PLUS OILS AND LUBRICANTS**  
 PERFORMANCE UNDER THE MOST EXTREME CONDITIONS



AUTOMOTIVE ENGINE | AUTOMOTIVE DRIVELINE | HEAVY DUTY ENGINE | HEAVY DUTY DRIVELINE | HYDRAULIC | GEAR OILS | GREASES | INDUSTRIAL LUBRICANTS | ANTIFREEZE

## ANTI-WEAR EXTENDED HYDRAULIC OILS

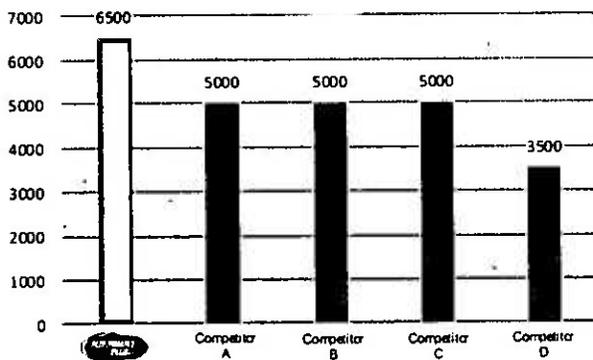
**Features and Benefits:** Performance Plus Anti-Wear Extended Hydraulic Oils deliver the power, protection and performance demanded by today's hydraulic systems. Tested, proven, and trusted quality are why those demanding the best, turn to Performance Plus. In addition to power, performance and protection, Performance Plus Anti-Wear Extended Hydraulic Oils offer:

- Industry leading oxidation stability
- Formulated to maintain system cleanliness
- Enhanced with demulsifier additives
- Excellent thermal stability
- Superior anti-wear properties

- May extend drain intervals with oil analysis
- Extending filter life and reducing downtime
- Protects the system from water contamination and rust
- Maintains performance at high and low temperatures
- Reducing maintenance downtime and mechanical failures

**Proven and Trusted:** The foundation of all Performance Plus products is the tested, proven and trusted base oil which exceeds the performance of many of the major oil refiners. Our finished lubricants start at a higher level than the competition due to our formulated blend of high quality base oils and additives.

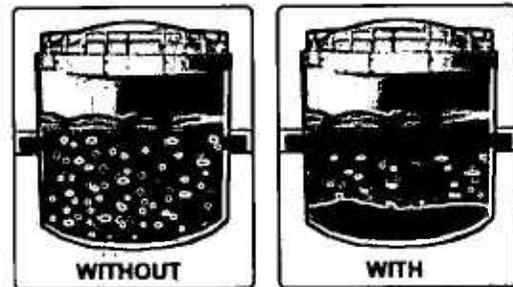
### Oxidation Stability



Performance Plus® Anti-Wear Extended Hydraulic Oils deliver performance that extends well beyond all other competitors in the industry, achieving 6,500 hours of oxidation stability which can extend your time between change intervals by at least 1,500 hours!

### Water Control

Performance Plus® Anti-Wear Extended Hydraulic Oils is formulated with specialty demulsifying additives, these enhance the oils' ability to manage oil contamination.



Our blend of additives will force any water contamination in the system to settle to the bottom of the sump so it can be easily drained off to protect the system.

**Health and Safety:** Information detailing health and safety can be found in the corresponding Safety Data Sheet on the Performance Plus website. Performance Plus products contain petroleum distillates and are not likely to pose any significant health or safety hazards. Gloves should be used to avoid any contact - should there be contact with skin, washing with soap and water is advised. If ingested, call a poison center or doctor - do not induce vomiting.

**Storage:** Performance Plus products should not be stored where the temperatures are above 140° F (80° C) or near sparks and flames. Products should be stored under cover and away from the reach of children. In case where drums cannot be under cover, they should be laid horizontally to avoid any potential contaminants.

**Disposal:** All efforts should be made to protect the environment. Please properly dispose of used motor oil and lubricants. Should you need any assistance please contact your sales representative for information on how Safety-Kleen's used motor oil collection services.

For additional questions, please contact your Performance Plus® Products Sales Representative.

Rev.7/24

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SAFETY-KLEEN SYSTEMS, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on January 16, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 388847

Certificate Number: 0007147294



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Safety-Kleen Systems, Inc.**  
(the "Company")

**Secretary's Certificate**

I, Michael R. McDonald, the Company's Secretary, hereby certify that pursuant to a resolution dated the 31<sup>st</sup> day of January 2025, and that said resolution is in effect and has not been modified, that Shaynn Mahan, Bulk Products & Services SVP Sales, is hereby authorized by the Board of Directors of the Company to execute bids, tenders, contracts and changes thereto, as well as all related documents with the following bodies: public or private corporations, governments, municipalities, metropolitan communities and State companies, for the purpose of providing services within the Company's normal operations.

CERTIFIED, this 29<sup>th</sup> day of February, 2025



Michael R. McDonald  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2024

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Safety-Kleen Systems Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	<b>INSURER A:</b> Starr Indemnity & Liability Company <b>NAIC #</b> 38318	
	<b>INSURER B:</b> ACE American Insurance Company <b>22667</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W35818607      **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	ADOL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1000090736241	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90		1000679502241	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		1000095587241	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No    N/A		1000005137 (AOS)	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>Workers Compensation &amp; Empl Liab</b> (AK, AZ, IA, NJ, NY, NC, VT, CT) Per Statute		100 0005140	11/01/2024	11/01/2025	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMP \$2,000,000 E.L. DISEASE-POL LMT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Scope of work: All operations of the Named Insured

Umbrella is follow form over the General Liability, Auto Liability, and Employer's Liability.  
SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	<b>CANCELLATION</b>  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  <i>Patricia A. Fry</i>
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> Safety-Kleen Systems Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000005138 (MA, FL)      EFF DATE: 11/01/2024      EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability Per Statute	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE-POL LMT	\$2,000,000 \$2,000,000 \$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000679513241      EFF DATE: 11/01/2024      EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA) Any Auto, Owned Autos only, Hired Autos only, Non-owned Autos only	CSL (Ea accident) MCS-90	\$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: COO - G27416603 010      EFF DATE: 11/01/2024      EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Per Poll'n Condition Aggregate Limit SIR	\$10,000,000 \$10,000,000 \$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: COO - G27416603 010      EFF DATE: 11/01/2024      EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Wrongful Act Aggregate Limit SIR	\$10,000,000 \$10,000,000 \$250,000