

Overview for Contract

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

▶ 4600012282 Windward Petroleum Group 1 re-refined Motor Oils and Fluids and Group 2 Virgin Motor Oils.

4600012283 PPC Lubricants Group 3 Automatic Transmission Fluids, Gear Oils & Greases and Group 4 TES-295 Allison certified Automatic Transmission Fluid

CONTRACT INFO

Contract Number & Title	9150-01 Motor Oils and Lubricants
Number of Suppliers	2
Validity Period	6/1/2007 - 5/31/2008
DGS Point of Contact	Susan Reinhold
Contact Phone #	717-703-2931
Email	sureinhold@state.pa.us

PRICING HIGHLIGHTS

▶ Bulk Oils are priced by the Gallon with a 350 gallon Minimum.
CJ-4 15W40 suitable for Diesel or Gasoline engines @ 5.08 / Gal

Packaged Items are priced by the Drum or Keg. (SAP does not recognize Keg. Check line item description for size of container. An item may come in a 120# keg and a 400# Drum. The SAP designation for both will be "DR") Minimum order for Packaged Items is 1 Drum or Keg.

CJ-4 15W40 suitable for Diesel or Gasoline engines @ 302.50 / DR (in this case a Drum = 55 gallons and is listed as such in the line item.

PROCESS TO PURCHASE

▶ Agency procedures shall apply. Vendors will accept P-card purchases.

Call Vendor for selected item to order. Contact information is provided on the Item Sheets

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SPECIAL CONTRACT TERMS AND CONDITIONS

1. **CONTRACT SCOPE/OVERVIEW:** This Invitation for Bid CN00025931 (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for MOTOR OILS AND LUBRICANTS.
2. **ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.
3. **TERM OF CONTRACT:** The Contract shall commence on the Effective Date, which shall be no earlier than June 1, 2007 and terminate on May 31, 2008.
4. **OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. **COSTARS PROGRAM CLAUSE**

- COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.
- A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.
1. A "local public procurement unit" is:
 - Any political subdivision;
 - Any public authority;
 - Any tax exempt, nonprofit educational or public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.
 2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement

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System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

- B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.
- C. **DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.**
- D. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 - 1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS’s written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
 - 2. The Contractor shall include on each report the Contractor’s name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
 - 3. DGS may suspend the Contractor’s participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

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F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827

E-mail GS-PACostars@state.pa.us

6. **SECURITY:** No security is required.
7. **SPECIFICATIONS:** Furnish motor oil and lubricants in accordance with the attached PCIDs,
8. **DELIVERIES:** All articles ordered from this contract deliver within fifteen (15) days after receipt of Purchase Order, or later if so designated within the Purchase Order. Terms are "F.O.B. DESTINATION" for all deliveries. Bid prices shall include all transportation, delivery and handling charges.
9. **MINIMUM ORDER/DELIVERY:** The minimum required delivery for packaged products shall consist of one Drum, or one Keg, or shall have a minimum value of \$100.00. The minimum required delivery for Bulk products shall be 350 gallons.
10. **OPTION TO RENEW:** The Contract or any part of the Contract may be renewed for four (4) additional one (1) year terms by mutual agreement between the Department of General Services and the contractor. If the Contract is renewed, the same terms and conditions shall apply. The contractor's past performance under the contract will be one criterion that the Department will consider in its decision as to whether to renew.
11. **SHIPPING CONTAINERS.** Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier.
12. **RECONDITIONED DRUMS:** Shall be #1 condition, unmarked, unlined, and processed in accordance with RIPA'S Responsible Container Management Program, for reconditioning. Send empty drums to a reconditioner with all labels, markings, and closures in place and tightened to prevent leakage.
13. **LABELING DRUMS:** Awarded contractor is responsible for labeling all drums prior to delivery. Labeling must be legible and on both tops and sides. Mark each drum with the name of the material, type, grade, service classification, quantity contained and Agency Purchase Order Number. Agencies will refuse any and all drums and cases not meeting these requirements.

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14. **MONTHLY PURCHASE REPORTS:** Each report shall indicate name and address of the contractor, contract number, and period covered by the report. The following information shall be the minimum listed on the report for each order received.

CWOPA Agency or Public Procurement Unit
Invoice Date
Manufacturer
Part #
Description
Net Price
Quantity Shipped in gallons
Line Total

All such reports shall be created using a template provided by CWOPA. Final format and types of data requested will be agreed upon prior to contract award. Reports shall be sent to:

Susan L. Reinhold
Commodity Specialist
sureinhold@state.pa.us

Kathy Lewis
Business Analyst
klewis@state.pa.us

and
GS-PACostars@state.pa.us

15. **PRICE ADJUSTMENTS:** Contractor's pricing for each group shall remain firm for the initial 90 days of the contract.

A Line Item Price may be updated in accordance with a Manufacturer's publicly posted price change on a once every 90 day basis. Such updates can be made starting 90 days from the effective date or at renewal. No line item shall be allowed a price increase within 90 days of the last increase for that item.

Suppliers shall submit a letter to Susan L. Reinhold, Commodity Specialist requesting review and approval of the updated price. The Supplier shall itemize all changes in a clear and concise fashion. It is the responsibility of the supplier to adequately justify changes. All requests for updates must be accompanied by the manufacturer's latest, publicly published price letter along with publicly posted Letters from Exxon/Mobil, Shell, and Conoco.

Each letter supplied shall be dated and cite the Date, Volume and Issue that the referenced price changes were announced in the Industry Newsletter "LUBE REPORT". The Commodity Specialist shall then consider a price adjustment based on the average of the three base companies aggregate price change or the supplier's aggregate price change, whichever is more favorable to the Commonwealth. The price adjustment will be arrived at by the following formula:

"Current Contract Price" is the last price recorded in the contract. Either the Bid price or last adjusted price.

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“Current Price Adjustment” is the average aggregate price change published for Exxon/Mobil, Shell, and Conoco during the period since the last price adjustment, or the aggregate price change of the awarded Contractor since the last price adjustment, which ever is lower.

Current Contract Price +/- Current Price Adjustment = New contract price

Example:

Announced Changes:

Exxon / Mobil	\$.30 / gal
Shell	\$.25 / gal
Conoco	\$.32 / gal
Awarded contractor	\$.28 / gal

Average Price change of 3 listed benchmark Companies \$.29 /gal

Price change of Awarded Contractor \$.28 /gal

\$.28, the amount of the Awarded contractor change, is the price change most favorable to CWOPA and would be the amount considered for the adjustment.

Suppliers shall notify CWOPA immediately of any price decrease. Price updates for increases and decreases will be processed by the same method. Failure to report a price decrease may result in removal of the contractor from the contract.

Suppliers will be notified in writing by the Commodity Specialist indicating approval or disapproval of the requested update. If approved, a contract change notice will be issued putting the updated price on contract.

At no time are awarded suppliers allowed to unilaterally change products or pricing. Orders will be monitored to ensure compliance.

16. **CHANGE IN SPECIFICATIONS:** CWOP acknowledges that Oil and Lubricant specifications may change during the term of this contract. CWOPA reserves the right to add to or discontinue from this contract products affected by such a change. The price of a product added under this provision will be determined by the same process as described in Paragraph 16, Price adjustments
17. **REQUIREMENT, RE-REFINED PRODUCTS:** All products offered by the bidder under the category of Re-refined Products, in accordance with the Standard Terms and Conditions, must contain a minimum of 25% Re-refined oil base stock. Bidders are required to provide certification in accordance with Exhibit A-2, Vehicular Products, Recycled Content.
18. **ADDRESS OF FIELD PURCHASE ORDER:** Commonwealth agencies may issue field purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Field Purchase Orders should be sent (name, address, city, state, zip code).

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19. POINT OF CONTACT:

Susan L. Reinhold
Commodity Specialist
Bureau of Procurement
555 Walnut Street
Harrisburg, PA 17101

717.703.2931
717.783.6241 (fax)
sureinhold@state.pa.us

Item No.	Material Group	Description of Items	UOM	Line Item Price	Bid Price
Windward Petroleum - 186089 - 4600012282					
GROUP #1 Re-Refined Products					
Re-Refined Products, Bulk					
10	15121501	OIL,MOTOR,RERFND,CJ-4,15W40,BULK for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CJ-4 SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice XHD7 15W40 CJ4 MFGR.: Safety Kleen Corp	Gal	5.08	
20	15121501	OIL,MOTOR,RERFND,CI-4+,15W40,BULK for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CI-4 Plus, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 15W40 PLD MFGR.: Safety Kleen Corp	Gal	4.66	
30	15121501	OIL,MOTOR,RERFND,5W30,BULK for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W30, SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 5w30 SM MFGR.: Safety Kleen Corp	Gal	5.14	
40	15121501	OIL,MOTOR,RERFND,10W30,BULK for Typical Passenger Car and Truck Engine Service, Type I, SAE 10W30, SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 10w30 SM MFGR.: Safety Kleen Corp.	Gal	4.19	
50	15121508	FLUID,AUTOMATIC TRANSMISSION,BULK Type I, in accordance with PCID 1064 Indicate % re-refined content here: 75 BRAND: America's Choice ATF MFGR.: Safety Kleen Corp.	Gal	4.85	
60	15121504	FLUID,UNIVERSAL TRACTOR,BULK in accordance with PCID 1063 Indicate % re-refined content here: 75 BRAND: America's Choice Univ. TDH Hydraulic MFGR.: Safety Kleen Corp.	Gal	3.99	
Re-Refined Products, Drum					
70	15121501	OIL,MOTOR,RERFND,CJ-4 ,15W40,DRUM for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CJ-4,SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice XHD7 15w40 CJ4 MFGR.: Safety Kleen Corp GALLONS/ DRUM: 55 gl	Drum	302.50	5.50

Item No.	Material Group	Description of Items	UOM	Line Item Price	Bid Price
80	15121501	OIL,MOTOR,RERFND,CI-4 PLUS,15W40,DRUM for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CI-4 Plus, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 15w40 PLD MFGR.: Safety Kleen Corp GALLONS/ DRUM: 55 gl	Drum	278.30	5.06
90	15121501	OIL,MOTOR,RERFND,5W20,DRUM for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W20, SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 5w20 SM MFGR.: Safety Kleen Corp GALLONS/ DRUM: 55 gl	Drum	323.40	5.88
100	15121501	OIL,MOTOR,RERFND,5W30,DRUM for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W30, SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 5w30 SM MFGR.: Safety Kleen Corp GALLONS/ DRUM: 55 gl	Drum	303.05	5.51
110	15121501	OIL,MOTOR,RERFND,10W30,DRUM for Typical Passenger Car and Truck Engine Service, Type I, SAE 10W30, SM, in accordance with PCID 1062 Indicate % re-refined content here: 75 BRAND: America's Choice 10w30 SM MFGR.: Safety Kleen Corp. GALLONS/ DRUM: 55 gl	Drum	247.50	4.50
120	15121508	FLUID,RERFND,AUTO TRANS,UNIV,DRUM,Type I, in accordance with PCID 1064 Indicate % re-refined content here: 75 BRAND: America's Choice ATF MFGR.: Safety Kleen Corp. GALLONS/ DRUM: 55	Drum	286.00	5.20
130	15121504	FLUID,RERFND,UNIVERSAL TRACTOR,DRUM, in accordance with PCID 1063 Indicate % re-refined content here: 75 BRAND: America's Choice Univ. Tractor Hyd MFGR.: Safety Kleen Corp. GALLONS/ DRUM: 55 gl	Drum	239.25	4.35

Item No.	Material Group	Description of Items	UOM	Line Item Price	Bid Price
		GROUP #2 - 100% Virgin Motor Oils			
		100% Virgin Motor Oils, Bulk			
140	15121501	OIL,MOTOR,VIRGIN,UNIV,MULTI-GRADE,15W40 for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CI-4 Plus, in accordance with PCID 1062 BRAND: Naviguard Univ 15w40 CI4+ MFGR.: Warren Oil Company	Gal	5.21	
150	15121501	OIL,MOTOR,VIRGIN,MULTI-GRADE,5W20 for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W20, SM, in accordance with PCID 1062 BRAND: Naviguard 5w20 GF-4/SM MFGR.: Warren Oil Company	Gal	4.67	
160	15121501	OIL,MOTOR,VIRGIN,MULTI-GRADE,5W30 for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W30, SM, in accordance with PCID 1062 BRAND: Naviguard 5w30 GF-4/SM MFGR.: Warren Oil Company	Gal	4.61	
170	15121501	OIL,MOTOR,VIRGIN,MULTI-GRADE,10W30 for Typical Passenger Car and Truck Engine Service, Type I, SAE 10W30, SM, in accordance with PCID 1062 BRAND: Naviguard 10w30 GF-4/SM MFGR.: Warren Oil Company	Gal	4.39	
		100% Virgin Motor Oils, Drum			
180	15121501	OIL,MOTOR,VRGN,UNIV,CJ-4,15W40,DRUM for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CJ-4,SM, in accordance with PCID 1062 Indicate % re-refined content here: N/A BRAND: Lubriguard 15w40 CJ 4 MFGR.: Warren Oil Company GALLONS/ DRUM: 55 gl	Drum	324.50	5.90
190	15121501	OIL,MOTOR,VRGN,UNIV,CI-4 PLUS,15W40,DRUM for Severe Duty Diesel Engine Service and Moderate Duty Diesel and Gasoline Engine Service, Type IV, SAE 15W40, CI-4 Plus, in accordance with PCID 1062 BRAND: Naviguard Univ 15w40 CI4 Plus MFGR.: Warren Oil Company GALLONS/ DRUM: 55 gl	Drum	306.90	5.58
200	15121501	OIL,MOTOR,VRGN,5W20,DRUM for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W20, SM, in accordance with PCID 1062 BRAND: Naviguard 5w20 GF-4, SM MFGR.: Warren Oil Company GALLONS/ DRUM: 55 gl	Drum	275.55	5.01

Item No.	Material Group	Description of Items	UOM	Line Item Price	Bid Price
210	15121501	OIL,MOTOR,VRGN,5W30,DRUM for Typical Passenger Car and Truck Engine Service, Type I, SAE 5W30, SM, in accordance with PCID 1062 BRAND: Naviguard 5w30 GF-4 SM MFGR.: Warren Oil Company GALLONS/ DRUM: 55 gl	Drum	272.25	4.95
220	15121501	OIL,MOTOR,VRGN,10W30,DRUM for Typical Passenger Car and Truck Engine Service, Type I, SAE 10W30, SM, in accordance with PCID 1062 BRAND: Naviguard 10w30 GF4/SM MFGR.: Warren Oil Company GALLONS/ DRUM: 55 gl	Drum	259.05	4.71
VENDOR INFORMATION -					
Company Name:		Windward Petroleum			
Vendor Number:		186089			
Contact Person:		Gene Solomon			
Address:		201 Locust Street, Youngwood, PA 15697			
Phone Number:		724-925-8490 x 2007			
Fax Number:		724-925-8495			
E-mail Address:		gsolomon@windwardpetroleum.com			
Number of Locations in PA:		3			
Number of Employees in PA:		29			

Award Sheet -Winward

Units per Package
Gal / Lb
55

Award Sheet -Winward

Units per Package
55
55
55
55
55
55
55

Award Sheet -Winward

Units per Package
55
55

MOTOR OIL and LUBRICANTS

Item No.	Material Group	Description of Items	UOM	Line Item Price	Bid Price	Units per Package
		PPC Lubricants - 158405 - 4600012283				
		GROUP #3 - Other Products				Gal / Lb
		100% Virgin Automatic Transmission Fluid, Drum				
10	15121508	FLUID,AUTO TRANS, TYPEI,VIRGIN,DRUM, Type I, Dexron® III/Mercon,C-4, requires Allison approval number, in accordance with PCID 1064 BRAND: CRL ATF MFGR.: Advanced Lubrication GALLONS/ DRUM: 55 gl	Drum	277.75	5.05	55
20	15121508	FLUID,AUTO TRANS,MERCON V,VIRGIN,DRUM, Type III – Ford Mercon V transmission fluid, in accordance with PCID 1064 BRAND:CRL Multi-Vehicle ATF MFGR.: Advanced Lubrication GALLONS/ DRUM: 55 gl	Drum	398.75	7.25	55
30	15121508	FLUID,AUTO TRANS,VIRGIN,TES-295,GEN,DRUM, Type V , TES 295, SAE 10W Must meet TES-295 Specifications, but does NOT require Allison Certification , in accordance with PCID 1064 BRAND:CRL Multi-Vehicle ATF MFGR.: Advanced Lubrication GALLONS/ DRUM: 55 gl	Drum	398.75	7.25	55
40	15121508	FLUID,AUTO TRANS,VIRGIN,DEXRON VI,DRUM, Type VI – Dexron VI transmission fluid, in accordance with PCID 1064 BRAND:Advanced Dexron VI ATF MFGR.: Advanced Lubrication GALLONS/ DRUM: 55 gl	Drum	492.25	8.95	55
		GREASE - DRUM & KEG				
50	15121902	GREASE,TYPEI,LITHIUM,EP,#00,KEG, in accordance with PCID 1061 BRAND: Alvania EP 00 MFGR.: Shell Oil Lbs/ KEG: 120	Keg	176.40	1.47	120

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60	15121902	GREASE,TYPEI,LITHIUM,EP,#00,DRUM, in accordance with PCID 1061 BRAND: Alvania EP 00 MFGR.: Shell Oil Lbs/ Drum: 400	Drum	548.00	1.37	400
70	15121902	GREASE,TYPEI,LITHIUM,EP,#000,KEG, in accordance with PCID 1061 BRAND: Castrol Lith EP 000 MFGR.: BP / Castrol Lbs/ KEG:120	Keg	199.20	1.66	120
80	15121902	GREASE,TYPEI,LITHIUM,EP,#000,DRUM, in accordance with PCID 1061 BRAND: Precision XL EP000 MFGR.: Petro Canada Lbs/ DRUM: 386	Drum	675.50	1.75	386
90	15121902	GREASE,TYPEI,NLGI,#2,KEG, Type I, EP,Lithium 12, hydroxy sterate,NLGI #2, API, in accordance with PCID 1061 BRAND: Retinax LX 2 MFGR.: Shell Oil Lbs/ KEG: 120	Keg	186.00	1.55	120
100	15121902	GREASE,TYPEI,NLGI,#2,DRUM Type I, EP,Lithium 12, hydroxy sterate,NLGI #2, API, , in accordance with PCID 1061 BRAND: Retinax LX 2 MFGR.: Shell Oil Lbs/ DRUM: 400	Drum	544.00	1.36	400
GEAR OILS, DRUM & KEG						
110	15121503	LUBRICANT,GEAR,TYPE II,SAE50,GL1,KEG, Enclosed gear, Type II, SAE 50, API GL1, in accordance with PCID 1066 BRAND: Syn-Gear CD-50 MFGR.: Castrol Lbs. / Keg:120	Keg	326.40	2.72	120

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120	15121503	LUBRICANT,GEAR,TYPE II,SAE50,GL1,DRUM, Enclosed gear, Type II, SAE 50, API GL1, in accordance with PCID 1066 BRAND: Syn-Gear CD-50 MFGR.: Castrol Lbs. / DRUM:410	Drum	1,086.50	2.65	410
130	15121503	LUBRICANT,GEAR,TYPE II,75W90,GL5,KEG, Type II, EP, SAE 75W90, API GL5, in accordance with PCID 1065 BRAND: Shell Spirax EW 75w90 MFGR.: Shell Oil Lbs./Keg:120	Keg	276.00	2.30	120
140	15121503	LUBRICANT,GEAR,TYPE II,75W90,GL5,DRUM, Type II, EP, SAE 75W90, API GL5, Drum, in accordance with PCID 1065 BRAND: Shell Spirax EW 75w90 MFGR.: Shell Oil Lbs/ DRUM 400	Drum	904.00	2.26	400
150	15121503	LUBRICANT,GEAR,TYPE II,80W140,GL5,KEG, Type II, EP, SAE 80W140, API GL5, Keg, in accordance with PCID 1065 BRAND: Shell Spirax 80w140 MFGR.: Shell Oil Lbs. / KEG:120	Keg	283.20	2.36	120
160	15121503	LUBRICANT,GEAR,TYPE II,80W140,GL5,DRUM, Type II, EP, SAE 80W140, API GL5, Drum, in accordance with PCID 1065 BRAND: Shell Spirax 80w140 MFGR.: Shell Oil Lbs. / DRUM:400	Drum	928.00	2.32	400
GROUP #4 - Other Products						
170	15121508	FLUID,AUTO TRANS,VIRGIN,TES-295,CERT,DRUM, Type IV, TES 295, SAE 10W Must meet TES-295 Specifications, requires Allison Certification, in accordance with PCID 1064 BRAND: BP Aurtran 295 MFGR.: BP Gallons/ DRUM: 55	Drum	1,369.50	24.90	55
VENDOR INFORMATION -						
Company Name:		PPC Lubricants				
Vendor Number:		158405				
Contact Person:		David Klinger ; Rona Trout				

MOTOR OIL and LUBRICANTS

Address:	305 Micro Drive, Jonestown, PA 17038				
Phone Number:	1-800-772-5823				
Fax Number:	1-866-772-5823				
E-mail Address:	dklinger@ppclubricants.com : rtrouut@ppclubricants.com				
Number of Locations in PA:	2				
Number of Employees in PA:	52				



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1061
Eff. 04/19/06

GREASE, Multipurpose for Automotive & Heavy Equipment
 Supersedes 04/17/06

This Pennsylvania Commercial Item Description covers requirements for greases suitable for use in automobiles, trucks, heavy equipment and most tractors. Products covered by this specification shall be intended for general lubrication purposes, including lubrication of, but not limited to, the following components: chassis, wheel bearings, water pump, universal joints, drive shafts, ball joints. Product shall conform to the following requirements, unless otherwise noted on the request for proposals or invitation for bids.

1. Classification. The greases covered by this specification shall be of following types

Type I - Multipurpose, extreme pressure grease (Lithium 12 hydroxy stearate).

- Grade: NLGI #000
- Grade: NLGI #00
- Grade: NLGI #1
- Grade: NLGI #2

Type II - Multipurpose extreme pressure grease, synthetic (calcium sulfonate base).

- Grade: NLGI #000
- Grade: NLGI #1
- Grade: NLGI #2

2. Physical Requirements. The grease shall be a homogenous combination of refined mineral oil, suitable thickeners and additives and such other constituents as may be necessary to meet the requirements of this specification. The chemical and physical characteristics shall be as specified in the following:

TYPE I - MULTIPURPOSE, EXTREME PRESSURE GREASE (LITHIUM 12 HYDROXY STEARATE).

	NLGI #000	NLGI #00	NLGI #1	NLGI #2
Appearance:	Fluid	Semi-Fluid	Soft	Normal
Penetration	445-475	400-430	310-340	265-295

TYPE II - MULTIPURPOSE, EXTREME PRESSURE GREASE SYNTHETIC (CALCIUM SULFONATE).

	NLGI #000	NLGI #1	NLGI #2
Use:	Winter	Winter	Summer
Viscosity Index (Base Oil):	135	135	149
Base/thickener Type:	calc. Sulf.	calc. sulf.	calc. sulf.
Ambient Temp. Range (F.):	-75 /+40	-60 /+75	+20/+450
Penetration:	445-475	310-340	265-295
Additive:	5% moly.	5% moly.	5% moly.

3. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the Invitation to Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

4. Packing. Grease shall be furnished in 120 and 400 pound drums, and cartridges for grease gun application.

5. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number, case count and sheet count.

Quality Assurance Specialist: Robert E. Lester

Quality Assurance Supervisor: Tom DiMartile, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1062
Eff. 04/20/07

Oils, Motor (Gas & Diesel Engines)
 Supersedes 04/12/07

This Pennsylvania Commercial Item Description covers requirements for motor oils suitable crankcase lubrication of reciprocating internal combustion engines. Product shall conform to the following requirements, unless otherwise noted on the request for proposals or invitation for bids.

1. Classification. The motor oils shall be of the following types and grades:

Type I - Multi-grade motor oils for typical passenger car and truck gasoline engine service.

Type IV - Universal multi-grade motor oil for severe duty diesel engine service and moderate duty diesel and gasoline engine service.

2. Physical Requirements. The motor oils shall be compounded from well-refined base stock and suitable additives to provide the performance requirements of this specification.

3. Additive Package. Additive package shall be copper free. Should an additive package change occur during the contract period, the awarded vendor shall notify appropriate Commodity Specialist in the Bureau of Purchases.

4. Characteristics. The performance and physical characteristics for each type shall be as follows:

TYPE I - MULTI-GRADE MOTOR OIL FOR TYPICAL PASSENGER CAR:

<u>GRADE</u>	<u>SAE 5W30</u>	<u>SAE 10W30</u>	<u>SAE 5W20</u>
API Service Class:	SM	SM	SM
ILSAC	GF4	GF4	GF4
Energy Conserving	ECII	ECII	ECII

NOTE: Suppliers shall meet all minimum requirements and shall be licensed to display the API Certification Mark. All motor oils shall be API licensed and meet latest ILSAC minimum performance standards. API Certification Mark (“starburst” symbol) shall be displayed on smaller containers (e.g., qt., gal.). Bulk or drum suppliers shall provide copy of API License or other documentation of certification.

TYPE IV - UNIVERSAL MULTI-GRADE MOTOR OIL FOR SEVERE DUTY DIESEL ENGINE SERVICE AND MODERATE DUTY DIESEL AND PRE API SM SPECIFIED GASOLINE ENGINES:

<u>GRADE</u>	<u>SAE 15W40</u>
API Service Classification*	CI-4 Plus, CJ-4, SM

*CJ-4 – Brands qualified for bidding shall be listed on the most current issue date “Engine Oil Mack Trucks Approved EO-O Premium Plus List”. List may be found on the website as follows: www.macktrucks.com

*CI-4 Plus – Brands qualified for bidding shall be listed on the most current issue date “Engine Oil Mack Trucks Approved EO-N Premium Plus List”. List may be found on the website as follows: www.macktrucks.com

NOTE: All products must be API Certified, bulk or drum suppliers shall provide copy of API license or other documentation of certification.

5. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

6. Packing. Motor oil shall be furnished in 55 gallon drums or bulk quantities as specified in the invitation for bid

7. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number, case count and sheet count.

8. Document Sources:

American Petroleum Institute
1220 L Street, Northwest
Washington, DC 20005

SAE World Headquarters
400 Commonwealth Drive
Warrendale, PA 15096-0001

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Supervisor: Craig Wolford, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1063
Eff. 04/17/06

Fluid, Universal Tractor
Supersedes 01/26/05

This Pennsylvania Commercial Item Description covers requirements for Universal Tractor Fluid for use in tractors that use a single fluid for hydraulic systems, transmissions, differentials, wet clutches and brakes. The fluid covered by this specification shall be made with a high quality, high viscosity index base stock and selected additives. Product shall conform to the following requirements unless otherwise noted on the request for proposals or invitation for bids.

1. Classification. The Universal Tractor Fluid covered by this specification shall be a multipurpose all-weather tractor fluid of one grade suitable for use in John Deere, Massey Ferguson, Ford, J.I. Case, Allis Chalmers and White Equipment. The fluid shall be made with a high quality, high viscosity index base stock and selected additives to provide good performance under a wide variety of conditions

2. Performance Requirements. The universal tractor fluid furnished under this specification shall meet or exceed the requirements of John Deere Standard JDM J20C (supersedes J20A) and shall provide the following performance characteristics:

- a. Minimal wear of pumps and control valves.
- b. Heavy-load wear protection of power train gearing.
- c. Resistance to oxidation.
- d. Protection against rust and corrosion.
- e. Compatibility with fluids supplied by the Original Equipment Builders (OEM).
- f. Compatibility with seal materials.
- g. Chatter-free performance of wet clutch and/or wet brakes.
- h. Adequate Power Take Off (PTO) clutch or brake capacity.

3. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

4. Packing. Furnished in 55 gallon drums or bulk quantities as specified in the invitation for bid.

5. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number.

6. Document Sources:

John Deere & Company, Engineering Standards Department, One John Deere Place, Moline, IL 61265

Quality Assurance Specialist: Robert E. Lester

Quality Assurance Supervisor: Tom DiMartile, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1064
Eff. 04/20/07

Fluid, Automatic Transmission
Supersedes 04/12/07

This Pennsylvania Commercial Item Description covers requirements for transmission fluids compounded specifically for light truck, passenger car and off-highway vehicle automatic transmissions. These automatic transmission fluids shall be compounded from high quality petroleum base oils and necessary additives. Product shall conform to the following requirements, unless otherwise noted on the request for proposals or invitation for bids.

1. Classification. The automatic transmission fluids shall be of types as follows:

Type I - Dexron® III/Mercon shall meet or exceed the following performance requirements or manufacturers specifications:

- GM Dexron III,
- Ford Mercon
- Allison type C-4, requires Allison approval number

Type II - Ford SP transmission fluid

Type III - Ford Mercon V transmission fluid

Type IV - Synthetic -Allison TES-295 approval number.*

Type V - Synthetic-Allison TES-295 Generic, shall meet or exceed performance requirements.

Type VI - Dexron®, requires GM license number

*Brands qualified for bidding shall be listed on the most current issue date "Allison TES-295 approved fluids". List may be found on the website as follows: www.allisontransmission.com.

2. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

3. Packing. Transmission fluid shall be furnished in 55 gallon drums or bulk quantities as specified in the invitation for bid.

4. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number.

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Supervisor: Craig Wolford, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1065
Eff. 01/26/05

Lubricants, Automotive, Multipurpose Gear (Extreme Pressure Hypoid Type)
Supersedes 03/12/01

This Pennsylvania Commercial Item Description covers requirements for gear lubricants intended for use in enclosed automotive gear units, heavy duty industrial type enclosed gear cases, steering gears and fluid lubricated universal joints, differentials, axles; and is inclusive of heavy duty, synthetic gear lubricants designed for longer equipment life. The lubricants shall be a homogeneous petroleum, or synthetically prepared product, or combinations thereof, with additive materials necessary to meet the requirements of this specification. Product shall conform to the following requirements unless otherwise stated in the bid proposal.

1. Classification. The gear lubricant covered by this specification shall be of the following types

Type I - The gear lubricant shall be of three SAE grades as follows:

Grade: SAE 80W-90
Grade: SAE 85W-140
Grade: SAE 80W-140

Type II - Synthetic, heavy duty, gear lubricants shall be of two SAE grades:

Grade: SAE 75W-90
Grade: SAE 80W-140

2. Physical Requirements. The chemical and physical characteristics shall be as specified in the following:

TYPE I - COMPOUND GEAR LUBRICANT (PETROLEUM BASE); API SERVICE CLASS MT1

<u>GRADE</u>	<u>80W-90</u>	<u>85W-140</u>	<u>80W-140</u>
API Classification	GL5	GL5	GL5

NOTE: Lubricant shall be suitable for use in limited slip type differentials and/or heavy duty manual transmissions, meeting or exceeding API Service Classification GL-5, Mack GO-H, Ford M2C108C. Grades shall meet latest viscosity requirements as described by the Society of Automotive Engineers (SAE).

TYPE II - SYNTHETIC COMPOUND GEAR LUBRICANT

<u>GRADE</u>	<u>75W-90</u>	<u>80W-140</u>
API Classification	GL5	GL5

NOTE: Lubricant shall be suitable for use in limited slip type differentials and/or heavy duty manual transmissions, meeting or exceeding API Service Classification GL-5, Mack GO-H/S. Must be on Eaton lubricants list for Eaton Roadranger extended warranty and oil drain. Must be on Rockwell lubricants list for extended warranty and oil drain. Grades shall meet latest viscosity requirements as described by the Society of Automotive Engineers (SAE).

3. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects

**Lubricants, Automotive
Multipurpose Gear**

PCID NO. 1065

are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

4. Packing. Lubricant shall be furnished in 55 gallon drums or bulk quantities as specified in the invitation for bid.

5. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number, case count and sheet count.

6. Document Sources:

American Petroleum Institute
1220 L Street, Northwest
Washington, DC 20005

SAE World Headquarters
400 Commonwealth Drive
Warrendale, PA 15096-0001

Quality Assurance Specialist: Craig E. Wolford, CPPB

Quality Assurance Supervisor: Tom DiMartile, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1066
Eff. 01/26/05

Lubricants, Automotive, Enclosed Gear (Non-Extreme Pressure)
Supersedes 03/12/01

This Pennsylvania Commercial Item Description covers requirements for gear lubricants intended for use in transmissions, transfer cases, steering gears and other components designed for longer equipment life. The lubricants shall be a homogeneous petroleum, or synthetically prepared product, or combinations thereof, with additive materials necessary to meet the requirements of this specification. Product shall conform to the following requirements unless otherwise stated in the bid proposal.

1. Classification – The gear lubricant covered by this specification shall be of the following types

Type I - The gear lubricant shall be of three SAE grades as follows:

- Grade: SAE 80W
- Grade: SAE 90
- Grade: SAE 140

Type II - Synthetic gear lubricant shall be of the following SAE grade:

- Grade: SAE 50

2. Physical Requirements. The chemical and physical characteristics shall be as specified in the following:

TYPE I - MULTIPURPOSE, GEAR LUBRICANT (PETROLEUM BASE)

<u>GRADE</u>	<u>80W</u>	<u>90</u>	<u>140</u>
API Service Classification	GL1	GL1	GL1

NOTE: Lubricant shall be suitable for use in heavy duty manual transmissions, meeting or exceeding API Service Classification GL-1 and CD. Grades shall meet latest viscosity requirements as described by the Society of Automotive Engineers (SAE).

TYPE II - MULTIPURPOSE, GEAR LUBRICANT (SYNTHETIC)

<u>GRADE</u>	<u>50</u>
API Service Classification	GL1

NOTE: Lubricant shall be suitable for use in heavy duty manual transmissions, meeting or exceeding API Service Classification GL-1 and CD. Must be on Eaton lubricants list for Eaton Roadranger extended warranty and oil drain. Must be on Rockwell lubricants list for extended warranty and oil drain. Grades shall meet latest viscosity requirements as described by the Society of Automotive Engineers (SAE).

3. Inspection & Rejection. Sampling for prior to/post- award testing, if required, will be as defined in the Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for

**Lubricants, Enclosed Gear,
Non-Extreme Pressure**

PCID NO. 1066

any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures.

4. Packing. Lubricant shall be furnished in 55 gallon drums or bulk quantities as specified in the invitation for bid.

5. Shipping Containers. Unless otherwise specified, shipments shall be made in substantial commercial containers, so constructed as to insure acceptance and safe delivery by common or other carrier. Each shipping container shall be clearly marked with the manufacturer's name, product brand name or number, case count and sheet count.

6. Document Sources:

American Petroleum Institute
1220 L Street, Northwest
Washington, DC 20005

SAE World Headquarters
400 Commonwealth Drive
Warrendale, PA 15096-0001

Quality Assurance Specialist: Craig E. Wolford, CPPB

Quality Assurance Supervisor: Tom DiMartile, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB

Contract Reference Number: 9150-01
Collective Number: CN00025931
SAP Contract Number:4600012283
Change Number: 1
Change Effective Date: 8/13/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Motor Oil & Lubricants
Contract Period: Beginning and Ending
Commodity Specialist Name: Susan L Reinhold

CHANGE SUMMARY:

Castrol / BP has announced it will no longer package Castrol Lithium EP 000 in 120# kegs. Line 70 is discontinued and will not be replaced on contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9150-01
 Collective Number: CN00025931
 SAP Contract Number: 4600012282
 Change Number: 2
 Change Effective Date: 1/1/2008

**COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF GENERAL SERVICES
 HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Motor Oil & Lubricants
Contract Period: Beginning and Ending
Commodity Specialist Name: Susan L Reinhold 717.703.2931

CHANGE SUMMARY:

In accordance with the Special Terms and conditions Windward Petroleum has applied for and been approved for a price increase as follows:

Line Item	Price Prior to 1/1/08	Price Beginning 1/1/08
10	\$5.08	\$5.40
20	\$4.66	\$4.96
30	\$5.14	\$5.47
40	\$4.19	\$4.46
50	\$4.85	\$5.16
60	\$3.99	\$4.25
70	\$302.50	\$321.84
80	\$278.30	\$296.09
90	\$323.40	\$344.08
100	\$303.05	\$322.43
110	\$247.50	\$263.33

120	\$286.00	\$304.29
130	\$239.25	\$254.55
140	\$5.21	\$5.41
150	\$4.67	\$4.87
160	\$4.61	\$4.81
170	\$4.39	\$4.59
180	\$324.50	\$335.50
190	\$306.90	\$317.90
200	\$275.55	\$286.55
210	\$272.25	\$283.25
220	\$259.05	\$ 270.05

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.