

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

Date: 5/1/2020

NOTICE OF CONTRACT

COMMODITY: Motor Oils, Lubricants and Compounds

CONTRACT NO.: 8002613

NIGP: 405-2400

CONTRACTOR: BWE, LLC  
1064 Goffs Falls Rd  
Manchester, NH 03103

VENDOR #: 279136

CONTACT PERSON(S): Melissa Clougherty  
Tel. No.: 800-426-7754 Ext. 2508  
Fax No.: # 714-874-7032  
E-Mail: [MClougherty@brenntag.com](mailto:MClougherty@brenntag.com)

EFFECTIVE FROM: MAY 1, 2020 THROUGH APRIL 30, 2023

INVOICING & PAYMENTS: Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

DELIVERY TIME: Not to exceed five (5) business days after receipt of order.

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

MINIMUM ORDERS: \$100 per delivery or by volume

BALANCE OF PRODUCT LINE: Agencies may purchase other related products from the Contractor.

QUESTIONS: Direct any questions to Ryan Aubert, 603-271-0580 or  
[Ryan.Aubert@das.NH.gov](mailto:Ryan.Aubert@das.NH.gov)

## **ADDITIONAL SPECIFICATIONS AND REQUIREMENTS:**

1. Only one manufacturer shall be utilized to complete the offer section and shall meet all specifications as stated in each group.
2. There shall be no substitutions for brand name products offered by Contractor after the inception of the contract. Manufacturer and Brand name shall remain the same as stated in the bid offer for the term of the contract and any extension.
3. All containers must bear the product name and the API certification code.
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 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. 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.

## **RETURNED GOODS:**

Order and/or invoice discrepancies must be resolved within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) 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.

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 Contractor.

## **OIL ANALYSIS PROGRAM:**

The Contractor shall provide the manufacturer's oil analysis program for testing and analysis of oil and engine performance, at no charge, to the requesting agency.

Scope of program to include, at a minimum:

- Contractor to provide all sample containers, shipping boxes and labels at no charge.
- Performance Analysis reports shall be available to the agency, online, within 10 days of submittal.
- Product failure Analysis reports shall be available to the agency, online, within 30 days of submittal.
- There shall be no limit to the number of units enrolled in the program.
- The Oil analysis program shall apply to all products offered in groups 1, 2, and 11.
- The participating state agency shall pay shipping of the samples to the oil analysis location.

**PRICING:**

<b>GROUP 4</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>PACKAGING</b>	<b>PRODUCT CODE</b>	<b>PRODUCT NAME/DESCRIPTION</b>	<b>PRICE/PKG</b>	<b>PRICE/GALLON</b>	<b>PRICE/QUART</b>
MULTI PURPOSE ATF	12/1 QT	905292	Exxon Superflo ATF DM-III ZA (12/1QT)	\$24.35	\$8.12	\$2.03

<b>GROUP 5</b>						
<b>SPECIFICATION - TRANSMISSION FLUID, HEAVY DUTY, OFF HIGHWAY: MEETS CAT TO-4, ALLISON C-4</b>						
<b>PRODUCT</b>	<b>PACKAGING</b>	<b>PRODUCT CODE</b>	<b>PRODUCT NAME/DESCRIPTION</b>	<b>PRICE/PKG</b>	<b>PRICE/GALLON</b>	<b>PRICE/QUART</b>
10 W	5/GAL	100471	Mobil Trans HD 10W (PL)	\$41.95	\$8.39	\$2.10