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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 18, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Brenntag Lubricants, LLC (VC #202638), Manchester, NH in an amount up to and not to exceed \$465,720.59 for the supply of motor oils, lubricants, and full synthetic, with an option to renew for up to an additional two-year period, 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 RFB (2963-25) on September 5, 2024, with responses due on September 20, 2024. This RFB reached 252 vendors through the NIGP registry with an additional 4 directly sourced. There were 4 compliant responses received. Brenntag Lubricants, LLC submitted the lowest compliant total pricing for 2 of the 15 categories.

The bid submitted by Brenntag Lubricants, LLC for Groups 8 and 14 represents a combined 40.3% cost avoidance compared to the next lowest bidders for those sections. By approving this requested contract for motor oils, lubricants, and full synthetic, significant economic benefits can be attained. The streamlined purchasing process eliminates the need for multiple vendor quotes. This not only saves time but also enables better estimate planning for annual inventory, budgets, and minimizing the impact of continued escalated inflation costs. Additionally, having an available State supply contract ensures a ready supply of contracted 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 \$465,720.59 and is inclusive of anticipated State agency need, including an allowance of \$42,338.24 for balance of product line purchases. Compared to the expiring Contract #8002979, pricing for Group 14 increased from \$46,451.20 to \$83,224.50. The increase is due to additional products being added to this

category as well as fuel inflation seen over the last three years. The U.S. Energy Information Administration shows a 22.1% inflation in crude oil pricing since 2021. Compared to expiring Contract #8003206 there is a 7% decrease in Group 8. The recommended price limitation also includes an allowance for additional commodities that may arise throughout the contract term.

Contract financials	
Estimated annual spend	\$141,127.45
Estimated 3-year term spend	\$423,382.35
Add allowance for balance of product line (10%)	\$42,338.24
Price limitation	\$465,720.59

Based on the foregoing, I am respectfully recommending approval of the contract with Brenntag Lubricants, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Motor Oils, Lubricants, Full Synthetic (Supply & Delivery)		
RFB#	2963-25	Agency	DAS
Agent Name	Abbie Joy	Bid Closing	9/27/2024

GROUP 8 SPECIFICATION - TRACTOR HYDRAULIC FLUID: CATERPILLAR TO-4, JOHN DEERE J-20-C, CASE NEW HOLLAND MAT 3525 MIN. POUR POINT MINUS 40 DEGREES F., MIN. VISCOSITY INDEX 140.												
Product	Packaging	Est. Annual Usage (Pkg)	ALLEGIANCE TRUCKS		BRENNTAG LUBRICANTS		LYNCH'S AUTO CARE		SAFETY KLEEN		EXPIRING CONTRACTS	
			Price/ PKG	Extended Price	Price/ PKG	Extended Price	Price/ PKG	Extended Price	Price/ PKG	Extended Price	Price/ PKG	Extended Price
	55 GAL DRUM	25			\$585.75	\$14,643.75	\$2,044.14	\$51,103.50	\$650.00	\$16,250.00	\$ 627.06	\$ 15,676.50
	5 GAL PAIL	75			\$54.00	\$4,050.00	\$199.58	\$14,968.50	\$61.00	\$4,575.00	\$ 59.06	\$ 4,429.50
TOTAL GROUP 8			No Bid		\$18,693.75		\$66,072.00		\$20,825.00		\$20,106.00	

GROUP 14 SPECIFICATION - Gasoline Engine Motor Oils												
Product	Packaging	Est. Annual Usage (Pkg)	ALLEGIANCE TRUCKS		BRENNTAG LUBRICANTS		LYNCH'S AUTO CARE		SAFETY KLEEN		EXPIRING CONTRACTS	
			Price/ PKG	Extended Price	Price/ PKG	Extended Price	Price/ PKG	Extended Price	Price/ PKG	Extended Price	Price/ PKG	Extended Price
OW-20-AFE	55 GAL DRUM	28			\$1,339.80	\$37,514.40	\$1,323.65	\$37,062.20			\$ 795.43	\$ 22,272.04
OW-30-AFE	55 GAL DRUM	12			\$1,339.80	\$16,077.60	\$2,096.85	\$25,162.20			\$ 795.43	\$ 9,545.16
OW-20-AFE	6/QT/CASE	600			\$43.90	\$26,340.00	\$80.00	\$48,000.00			\$ 21.68	\$ 13,008.00
OW-30-AFE	6/QT/CASE	75			\$43.90	\$3,292.50	\$127.72	\$9,579.00			\$ 21.68	\$ 1,626.00
OW-40-AFE	55 GAL DRUM	28			\$1,379.80	\$38,634.40	\$1,323.65	\$37,062.20				
OW-40-AFE	6/QT/CASE	12			\$47.90	\$574.80	\$80.00	\$960.00				
TOTAL GROUP 4			No Bid		\$122,433.70		\$157,825.60		No Bid		\$46,451.20	

Estimated annual spend	\$141,127.45	Expiring contract annual	\$66,557.20
Estimated term spend	\$423,382.35	Expiring contract term	\$199,671.60
Add allowance for balance of product line	\$42,338.24	Cost increase/Savings X% or	\$106,083.15
Recommended price limitation	\$465,720.59	Delta: new vs. expiring	34.70%



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	3 years		
Price Limitation	\$465,720.59		
Number of Solicitations Received	4		
Number of Sourced bidders	4		
Number of NIGP Vendors Sourced	252		
Number of non-responsive bidders	252		
P-37 Checklist Complete			
D&B Report Attached			
Method of Payment (P-card/ACH)	P-card/ACH		
FOB Delivered	Yes		
Expiring Contract Price Limitation			
Total Cost Savings (\$/%)	\$106,083.15	35%	Increase

Special Notes:

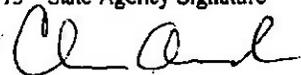
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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: Brenntag Lubricants, LLC		1.4 Contractor Address: 1064 Goffs Falls Rd. Manchester, NH 03103	
1.5 Contractor Phone Number 603-222-2900	1.6 Account Unit and Class Various	1.7 Completion Date October 31, 2027	1.8 Price Limitation \$465,720.59
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 10/14/24		1.12 Name and Title of Contractor Signatory Michael Kumpulian Director of Revenue Management	
1.13 State Agency Signature  Date: 10/30/24		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: <i>Duncan A. Edgar</i> On: November 25, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MK
Date 10/14/24

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 MK

Date 10/14/24

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.

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.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials MK
Date 10/14/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Brenntag Lubricants, LLC (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 oils, lubricants and full synthetic (supply and delivery) items in accordance with the bid submission in response to State Request for Bid 2963-25 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 Specifications

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," and (3) EXHIBIT C "Method of Payment."

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on November 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2027, a period of approximately three (3) years.

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 Commissioner of the Department of Administrative Services.

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 the PRICING STRUCTURE section, 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					

Contractor Initials MUK
 Date 10/17/24

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 the offer section contained herein to include the specification chart below.
 - 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 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.
 - 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 Vendor complete with all parts (covers plugs etc.) and fixtures intact.
 - 5.1.5. If any products are repackaged, Contractor must be a licensed re-packer for the manufacturer represented. The State reserves the right to inspect the packaging facilities of 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. Oil Analysis Program
 - 6.1.1. 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.
 - 6.1.2. Scope of program to include, at a minimum:
 - 6.1.2.1. Contractor to provide all sample containers, shipping boxes and labels at no charge.
 - 6.1.2.2. Performance Analysis reports shall be available to the agency, online, within 10 days of submittal.
 - 6.1.2.3. Product failure analysis reports shall be available to the agency, online, within 30 days of submittal.
 - 6.1.2.4. There shall be no limit to the number of units enrolled in the program.
 - 6.1.2.5. The oil analysis program shall apply to all products offered in groups 1, 2, and 11.
 - 6.1.2.6. The participating state agency shall pay shipping of the samples to the oil analysis location.
- 6.2. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 6.3. 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.
- 6.4. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 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).
- 6.5. 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.

- 6.6. 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).
- 6.7. 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.
- 6.8. 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.
- 6.9. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 6.10. 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.
- 6.11. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 6.12. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 6.13. 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.
- 6.14. 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.
- 6.15. Product information must be clearly identified on packaging.
- 6.16. 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.
- 6.17. 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.
- 6.18. 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.
- 6.19. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 6.20. 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.
- 6.21. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.
- 6.22. 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).

6.23. The Contractor shall pick up all empty pallets on the next scheduled delivery day.

7. BACKORDERS AND SUBSTITUTIONS:

- 7.1. 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.
- 7.2. 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.
- 7.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

8. RETURNED GOODS:

- 8.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.
- 8.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. 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.

9. PERFORMANCE GUARANTEES:

- 9.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on October 30th (period of July 1 through September 30), January 31st (period of October 1 through December 31), April 30th (period of January 1 through March 31), and July 31st (period of April 1 through June 30) of each year.
- 9.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.
 - 9.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.
 - 9.2.2. Fill Rate: Ninety percent (90%) including substitutes.
 - 9.2.3. Error reporting (miss picks, invoice accuracy):
 - 9.2.3.1. Miss Picks: Two (2) per one thousand (1,000) cases.

10. DELIVERY LOCATIONS:

- 10.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, 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.
- 10.2. The Contractor hereby agrees to supply and deliver the products and services to the State of New Hampshire as specified at the prices quoted to eligible participants. The State of New Hampshire reserves the right to add or remove locations at the contract prices as needed. Primary delivery locations include:
 - 10.2.1. 41 Hazen Dr., Concord, N.H.
 - 10.2.2. 33 Smokey Bear Blvd., Concord, N.H.
 - 10.2.3. 647 A Main St., Lancaster, N.H.
 - 10.2.4. 502 Rt. 302, Twin Mountain, N.H.

- 10.2.5. 15 Hodson Shore Road, Ossipee, N.H.
- 10.2.6. 8 Eastman Hill Road, Enfield, N.H.
- 10.2.7. 147 South Road, North Hampton, N.H.
- 10.2.8. 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, Chris Fuery and sent electronic to Christopher.J.Fuery@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. Third-party sustainability certifications, environmental attributes, and documentation with respect to recycled 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. Green Certifications for each product sold
 - 13.1.4.6. 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 #2963-25, 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:

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 \$465,720.59; 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:

GROUP 3	SPECIFICATION: TRACTOR HYDRAULIC FLUID: CATERPILLAR TO-4, JOHN DEERE J-20-C, CASE NEW HOLLAND MAT 3525 MIN. POUR POINT MINUS 40 DEGREES F., MIN. VISCOSITY INDEX 140.				
Product	Packaging	Est. Annual Usage (Pkg)	Price/ PKG	Extended Price	
Hydraulic Fluid	55 GAL DRUM	25	\$585.75	\$14,643.75	
Hydraulic Fluid	5 GAL PAIL	75	\$54.00	\$4,050.00	
TOTAL GROUP 3			\$18,693.75		
GROUP 4	SPECIFICATION: SPECIFICATION - Gasoline Engine Motor Oils				
Product	Packaging	Est. Annual Usage (Pkg)	Price/ PKG	Extended Price	
OW-20-AFE	55 GAL DRUM	28	\$1,339.80	\$37,514.40	
OW-30-AFE	55 GAL DRUM	12	\$1,339.80	\$16,077.60	
OW-20-AFE	6/QT/CASE	600	\$43.90	\$26,340.00	
OW-30-AFE	6/QT/CASE	75	\$43.90	\$3,292.50	
OW-40-AFE	55 GAL DRUM	28	\$1,379.80	\$38,634.40	
OW-40-AFE	6/QT/CASE	12	\$47.90	\$574.80	
TOTAL GROUP 4			\$122,433.70		

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.

Contractor Initials MMK
 Date 6/14/21

- 25.2. The Contractor hereby agrees to 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 contracted 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 acceptance of 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>.

27.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

APPENDIX A – PRODUCT SPECIFICATIONS

Appendix A: Product Specifications is contained herein.



Mobilfluid 424

Mobil commercial vehicle lube , United States

Multipurpose Tractor Lubricant

Product Description

Mobilfluid 424 is an extra high performance multipurpose tractor lubricant engineered to meet or exceed transmission and hydraulic fluid requirements. The advanced technology in Mobilfluid 424 is designed to optimise the performance of agricultural and commercial tractors operating in a wide range of environments and conditions. Mobilfluid 424 combines select base oils and an advanced additive package to deliver the varied lubricant performance properties required in severe duty applications of agricultural and construction equipment drive trains. It is particularly well suited for reducing wet brake and Power Take-Off (PTO) chatter.

Features and Benefits

Next generation technology has vastly improved the performance capabilities of heavy-duty equipment in terms of load, speed, control, and reliability through innovative power train designs. These designs have markedly changed and increased the requirements of power train fluids to deliver higher levels of performance and productivity while reducing operating costs. Friction control, wear protection, thermal stability, shear stability, rust and corrosion protection, and pumpability are features that must be optimally balanced to provide extended clutch life, maximum drawbar loading, and maintain operations on uneven terrain over a wide range of ambient temperatures. Mobilfluid 424 delivers exceptional performance in today's power train transmissions, drive axles, clutches, PTOs and hydraulic systems. The key benefits include:

Features	Advantages and Potential Benefits
Enhanced frictional properties	Optimised clutch and PTO performance Improved wet brake and PTO chatter control
Compatible with latest clutch materials and elastomers	Longer clutch life and reduced leakage
High viscosity index and shear stability	Consistent operating response
Excellent protection against rust, corrosion and yellow metal etching	Protects equipment in wet or humid environments and prevents premature wear
Excellent low temperature properties	Responsive operation and effective lubrication in cold weather applications
Strong anti-wear and extreme pressure properties	Reduces wear, extends equipment life, and reduces maintenance costs
Excellent thermal and oxidation stability	Reduces deposits, extends seal life, and increases service life of equipment and lubricant
Multipurpose capability	Simplifies inventory and reduces misapplication problems
Good filterability	Keeps systems clean and operating smoothly

Applications

Recommended by ExxonMobil for use in

- Heavy-duty transmissions, differentials, final drives, hydraulic systems, power steering systems, wet brakes, PTOs and hydrostatic drives
- Off-highway industries including: agriculture, construction, and quarrying
- Top-up and refill of systems
- Commercial transmission applications requiring Type A (Suffix A), Dexron and Type F fluids. Do not use in passenger car automatic transmissions

- Applications requiring API GL-4 or SAE 80W grade lubricants in all gear applications except hypoid gear designs
- Outstanding replacement for engine oils recommended for hydraulic and transmission systems

Specifications and Approvals

This product has the following approvals:	
VOLVO WB-101	
ZF TE-ML 03E	
ZF TE-ML 05F	
ZF TE-ML 17E	

This product is recommended for use in applications requiring:	
Allison C-4	
API GL-4	
CATERPILLAR TO-2	
CNH MAT 3505	
CNH MAT 3525	
DENISON UTTO/THF	
FORD ESN-M2C134-D	
FORDNH FNHA-2-C-201.00	
JICASE MS 1204	
JICASE MS 1205	
JICASE MS 1206	
JICASE MS 1207	
JICASE MS 1209	
JOHN DEERE JDM J20C	
MASSEY FERGUSON CMS M1135	
MASSEY FERGUSON CMS M1141	
AGCO Powerfluid 821 XL	
New Holland WB.NWH 410B	

This product meets or exceeds the requirements of:	
--	--

This product meets or exceeds the requirements of:	
ASTM D6973 (Eaton 35VQ) vane pump test	
KUBOTA UDT	
CATERPILLAR Multipurpose Tractor Oil (MTO)	

Properties and Specifications

Property	
Brookfield Viscosity @ -20 C, mPa.s, ASTM D2983	4300
Density @ 15.6 C, kg/l, ASTM D4052	0.88
Flash Point, Cleveland Open Cup, °C, ASTM D92	198
Kinematic Viscosity @ 100 C, mm ² /s, ASTM D445	9.3
Kinematic Viscosity @ 40 C, mm ² /s, ASTM D445	55
Pour Point, °C, ASTM D97	-42
Viscosity Index, ASTM D2270	145

Health and safety

Health and Safety recommendations for this product can be found on the Material Safety Data Sheet (MSDS) @ <http://www.msds.exxonmobil.com/psims/psims.aspx>

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06-2020

Exxon Mobil Corporation
22777 Springwoods Village Parkway
Spring TX 77389

1-800-ASK MOBIL (275-6624)

Typical Properties are typical of those obtained with normal production tolerance and do not constitute a specification. Variations that do not affect product performance are to be expected during normal manufacture and at different blending locations. The information contained herein is subject to change without notice. All products may not be available locally. For more information, contact your local ExxonMobil contact or visit www.exxonmobil.com

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Mobil 1™ 0W-20

Mobil Passenger Vehicle Lube , United States

Advanced Fuel Economy, Advanced Full Synthetic Motor Oil

Product Description

Mobil 1™ 0W-20 is an advanced full synthetic motor oil designed to help deliver outstanding engine protection and enhanced fuel economy benefits to keep your engine running like new and protect critical engine parts for up to 10,000 miles between oil changes*. Mobil 1 0W-20 meets or exceeds the requirements of the industry's toughest standards and outperforms our conventional and synthetic blend oils. Mobil 1™, synthetic motor oil technology, comes as standard equipment in many different vehicles, including select high-performance vehicles.

Features and Benefits

Mobil 1™ 0W-20 is engineered with a proprietary blend of high performance synthetic base stocks fortified with a precisely balanced component additive system. The low viscosity, advanced full synthetic formulation helps to increase engine efficiency and improve fuel economy benefits, while providing outstanding overall engine protection.

Key features and potential benefits include:

Features	Advantages and Potential Benefits
Low viscosity, advanced full synthetic formula	Helps improve fuel economy benefits** while keeping your engine running like new
Outstanding thermal and oxidation stability	Protects for up to 10,000 miles between oil changes*
Outstanding low temperature capabilities	Quick cold weather starting and fast protection helps to extend engine life
Active cleaning agents	Designed to clean up sludge left behind in your engine
Precisely balanced additive component system	Unsurpassed wear protection

Applications

Mobil 1™ 0W-20 is recommended by ExxonMobil for SAE 0W-20 and 5W-20 applications in all types of modern gasoline-powered vehicles, including high-performance turbocharged, supercharged, multi-valve fuel injected engines found in passenger cars, SUVs, light vans and light trucks.

- Mobil 1 0W-20 is a high-performance motor oil for all types of cars where this viscosity is recommended.
- Mobil 1 0W-20 is recommended by ExxonMobil for extreme cold conditions to help deliver quick starts and fast lubrication.
- Mobil 1 0W-20 is not recommended for 2-Cycle or aviation engines, unless specifically approved by the manufacturer.

Always check your owner's manual for the manufacturer's recommended oil viscosity grade, API service classification and any builder approval.

Specifications and Approvals

This product has the following approvals:	
GM dexos1:GEN2 Licensed	

This product is recommended for use in applications requiring:	
API CF	
Ford WSS-M2C947-A	
GM 6094M	
Ford WSS-M2C947-B1	

This product meets or exceeds the requirements of:	
API SN	
API SM	
API SL	
API SJ	
ILSAC GF-6A	
API SN PLUS	
API SN PLUS RESOURCE CONSERVING	
API SN Resource Conserving	
API SP	
API SP Resource Conserving	
FORD WSS-M2C962-A1	

Properties and Specifications

Property		
Grade		SAE 0W-20
Density @ 15.6 C, g/cm3, ASTM D4052.		0.841
Flash Point, Cleveland Open Cup, °C, ASTM D92		224
Kinematic Viscosity @ 100 C, mm2/s, ASTM D445		8.7
Kinematic Viscosity @ 40 C, mm2/s, ASTM D445		44.8
Pour Point, °C, ASTM D97		-51

*Protects for up to 10,000 miles or 1 year, whichever comes first. To learn more about the Mobil 1 Limited Warranty, visit Mobil.US.

**Potential fuel economy improvement obtained by switching from higher viscosity oils to a lower viscosity grade. Actual savings are dependent upon vehicle/engine type, outside temperature, driving conditions and current motor oil viscosity.

Health and safety

Health and Safety recommendations for this product can be found on the Material Safety Data Sheet (MSDS) @ <http://www.msds.exxonmobil.com/psims/psims.aspx>

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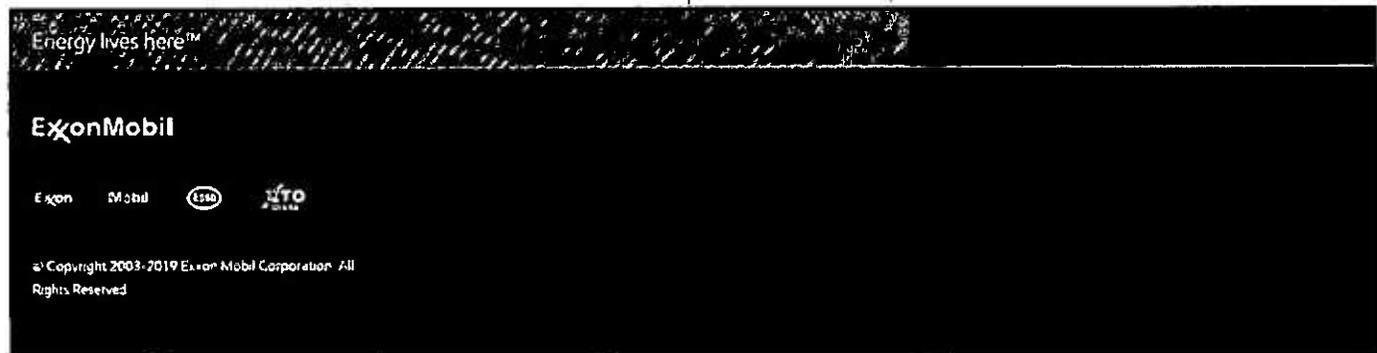
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22777 Springwoods Village Parkway
Spring TX 77389

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Typical Properties are typical of those obtained with normal production tolerance and do not constitute a specification. Variations that do not affect product performance are to be expected during normal manufacture and at different blending locations. The information contained herein is subject to change without notice. All products may not be available locally. For more information, contact your local ExxonMobil contact or visit www.exxonmobil.com

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Mobil 1™ 0W-30

Mobil Passenger Vehicle Lube, United States

Advanced Fuel Economy, Advanced Full Synthetic Motor Oil

Product Description

Mobil 1™ 0W-30 is an advanced full synthetic motor oil designed to help deliver outstanding engine protection and enhanced fuel economy benefits to keep your engine running like new and protect critical engine parts for up to 10,000 miles between oil changes*. Mobil 1 0W-30 meets or exceeds the requirements of the industry's toughest standards and outperforms our conventional and synthetic blend oils. Mobil 1™, synthetic motor oil technology, comes as standard equipment in many different vehicles, including select high-performance vehicles.

Features and Benefits

Mobil 1™ 0W-30 is engineered with a proprietary blend of high performance synthetic base stocks fortified with a precisely balanced component additive system. The low viscosity, advanced full synthetic formulation helps to increase engine efficiency and improve fuel economy benefits, while providing outstanding overall engine protection.

Key features and potential benefits include:

Features	Advantages and Potential Benefits
Low viscosity, advanced full synthetic formula	Promotes fuel economy benefits** while keeping your engine running like new
Outstanding thermal and oxidation stability	Protects for up to 10,000 miles between oil changes*
Outstanding low temperature capabilities	Quick cold weather starting and fast protection helps extend engine life
Active cleaning agents	Designed to clean up sludge left behind in your engine
Precisely balanced additive component system	Unsurpassed wear protection

Applications

Mobil 1™ 0W-30 is recommended by ExxonMobil for all types of modern gasoline-powered vehicles, including high-performance turbocharged, supercharged, multi-valve fuel injected engines found in passenger cars, SUVs, light vans and light trucks.

- Mobil 1 0W-30 is recommended by ExxonMobil for SAE 0W-30, 5W-30 and 10W-30 applications.
- Mobil 1 0W-30 is recommended by ExxonMobil for extreme cold conditions to help deliver quick starts and fast lubrication.
- Mobil 1 0W-30 is not recommended for 2-Cycle or aviation engines, unless specifically approved by the manufacturer.

Always check your owner's manual for the manufacturer's recommended oil viscosity grade, API service classification and any builder approval.

Specifications and Approvals

This product has the following approvals:	
GM Dexos1 Gen2	

This product is recommended for use in applications requiring:	
API CF	
Ford WSS-M2C946-A	
GM 4718M	
GM 6094M	
FORD WSS-M2C953-A	
FORD WSS-M2C953-B1	
FORD WSS-M2C929-A	
FORD WSS-M2C963-A1	

This product meets or exceeds the requirements of:	
API SN	
API SM	
API SL	
API SJ	
ILSAC GF-6A	
API SN PLUS	
API SN Resource Conserving	
API SN PLUS RESOURCE CONSERVING	
API SP	
API SP Resource Conserving	

Properties and Specifications

Property		
Grade		SAE 0W-30
Density @ 15.6 C, g/cm ³ , ASTM D4052		0.841
Kinematic Viscosity @ 100 C, mm ² /s, ASTM D445		11.5
Pour Point, °C, ASTM D97		-42
Flash Point, Cleveland Open Cup, °C, ASTM D92		226

*Protects for up to 10,000 miles or 1 year, whichever comes first. To learn more about the Mobil 1 Limited Warranty, visit Mobil.US.

**Potential fuel economy improvement obtained by switching from higher viscosity oils to a lower viscosity grade. Actual savings are dependent upon vehicle/engine type, outside temperature, driving conditions and current motor oil viscosity.

Health and safety

Health and Safety recommendations for this product can be found on the Material Safety Data Sheet (MSDS) @ <http://www.msds.exxonmobil.com/psims/psims.aspx>

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07-2020

Exxon Mobil Corporation
22777 Springwoods Village Parkway
Spring TX 77389

1-800-ASK MOBIL (275-6624)

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Mobil 1™ Supercar 0W-40

Mobil Passenger Vehicle Lube, United States

Advanced Full Synthetic Motor Oil

Product Description

Mobil 1™ Supercar 0W-40 is an advanced full synthetic motor oil specifically designed for high performance cars to provide exceptional cleaning power and wear protection, and deliver outstanding overall performance. Mobil 1™ Supercar 0W-40 is proven in high performance North American sports cars and suitable for use in everyday driving and high performance track events.

From street to track, Mobil 1™ Supercar 0W-40 has been expertly engineered to help prolong the life and maintain the efficiency of emission systems in gasoline powered automobiles. We're as passionate about your engine as you are about your car.

Features and Benefits

- Mobil 1™ Supercar 0W-40 is made with a proprietary blend of leading edge components formulated to provide outstanding performance in many driving situations.
- Single oil for street and track use
- Enhanced frictional properties help enable improved fuel economy, higher horsepower and reduced engine wear
- Active cleaning agents help enable lower operating temperatures and longer engine life
- Outstanding thermal and oxidation stability help to reduce oil aging
- Excellent aeration control
- Catalytic converter compatibility

Applications

Mobil 1™ Supercar 0W-40 is recommended by Imperial for General Motors dexosR applications, including high-performance naturally aspirated, turbo-charged, and super-charged gasoline engines.

Specifications and Approvals

This product has the following approvals:	
GM dexosR	

Properties and Specifications

Property	
Grade	SAE 0W-40
Kinematic Viscosity @ 100 C, mm ² /s, ASTM D445	12.9
Total Base Number, mgKOH/g, ASTM D2896	8.5
Mini-Rotary Viscometer, Apparent Viscosity, -40 C, mPa.s, ASTM D4684	20100

Property	
Flash Point, Cleveland Open Cup, °C, ASTM D92	232
Pour Point, °C, ASTM D97	-51
Density @ 15 C, g/ml, ASTM D4052	0.8408
Viscosity Index, ASTM D2270	189
Hi-Temp Hi-Shear Viscosity @ 150 C 1x10 ⁽⁶⁾ sec ⁽⁻¹⁾ , mPa.s, ASTM D4683	3.53
Kinematic Viscosity @ 40 C, mm ² /s, ASTM D445	69
Ash, Sulfated, mass%, ASTM D874	0.8

Health and safety

Health and Safety recommendations for this product can be found on the Material Safety Data Sheet (MSDS) @ <http://www.msds.exxonmobil.com/psims/psims.aspx>

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04-2022

Exxon Mobil Corporation
22777 Springwoods Village Parkway
Spring TX 77389
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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 BRENNTAG LUBRICANTS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 01, 2007. 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: 578757

Certificate Number: 0006788557



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of October A.D. 2024.

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

David M. Scanlan
Secretary of State



October 7, 2024

Re: Letter of Corporate Resolution

To whom it may concern:

As Secretary of Brenntag Lubricants, LLC, a Delaware limited liability company ("Lubricants"), I hereby confirm that Craig Goodrich, as President of Lubricants, is authorized to delegate his authority to sign and enter into commercial contracts, to Michael Kumpulanian for contract values up to \$600,000.

Brenntag Lubricants, LLC

DocuSigned by:

Jaime Skinner

609602202702424...

By: Jaime Skinner

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN101263979-ALL-GAW-24-25	CONTACT NAME: _____ PHONE (A/C No, Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Company Of The State Of PA</td> <td>19429</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Company Of The State Of PA	19429	INSURER B : ACE American Insurance Company	22667	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : ACE Fire Underwriters Insurance Company	20702	INSURER E :		INSURER F :
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INSURED Brenntag Lubricants, LLC 7010 Mykawa Rd Houston, TX 77033															

COVERAGES	CERTIFICATE NUMBER: CLE-007276575-02	REVISION NUMBER: 5
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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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		GL6634468	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		ISAH10700966	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLCR70319408 (AOS) SCFC70319482 (WI)	01/01/2024 01/01/2024	01/01/2025 01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate of Insurance is issued as evidence of coverage only.

CERTIFICATE HOLDER State of New Hampshire 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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