



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791

139A - 10/21/26



ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

October 13, 2026

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

REQUESTED ACTION

Pursuant to MOP 150, VII(C), authorize the Department of Safety, Division of Motor Vehicles to make a **sole source** purchase of 95,000 pounds of recycled aluminum from SteelSummit Ohio, (VC# 303662) Cincinnati, Ohio for the continued production of license plates, in the amount not to exceed \$378,100 effective upon Governor and Council approval through June 30, 2027. **100% Revolving Fund.**

Funding is available in account, Reflectorized Plates Inventory, as follows:

FY 2027

02-23-23-233015-81070000-020-500200-Consumables

\$378,100

EXPLANATION

This purchase is **sole source** because SteelSummit Ohio is the only bidder whose proposed delivery schedule can reasonably meet the Department's urgent operational needs. Given the Department's declining aluminum inventory and the critical need to maintain uninterrupted license plate production, The Department of Administrative Services approved a waiver of competitive bidding requirements under RSA 21-I:11, I(a)(3) and Administrative Rule 600 on October 9, 2026, allowing the Department to proceed with the purchase from SteelSummit Ohio.

The purpose of this request is to purchase 95,000 pounds of recycled aluminum, consisting of 90,000 pounds of 12-inch automotive aluminum and 5,000 pounds of motorcycle aluminum, necessary for the continued production of New Hampshire license plates.

The Department of Administrative Services conducted a competitive solicitation, Request for Bid (RFB) 36-27, which closed on September 25, 2026. Three bids were received; however, none met the required delivery timeframe of 30 days from receipt of the purchase order. SteelSummit Ohio offered the shortest delivery timeframe of 45 days, while the remaining bidders proposed delivery timelines of 60 and 120 days.

This purchase is critical to ensuring the timely delivery of aluminum necessary to maintain uninterrupted license plate production. Any delay in delivery could result in insufficient inventory, disrupt production, create operational challenges, and potentially affect the Department's ability to comply with vehicle registration requirements and issue license plates to New Hampshire residents and businesses.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

To make New Hampshire the safest state in the Nation with the highest quality of life for all.



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
4017078

This number must appear on all invoices, packages,
cartons, bills of lading, and packing slips.

Date: 10/09/2026
Status: DRAFT
Ship Via:
FOB:
Freight Terms: Freight Allowed
Terms: Net 30
Due Days: 30

Bill To: EQUIPMENT CONTROL WAREHOUSE
SAFETY BUSINESS OFFICE
33 HAZEN DRIVE
CONCORD NH 03305

STEELSUMMIT OHIO
11150 SOUTHLAND RD
CINCINNATI OH 45240

Ship To:

DOS EQUIP CONTROL WAREHOUSE
41 HAZEN DR
CONCORD NH 03305

Vendor #: 303662
Contact: Tim Layne

Phone: (513) 825-8550
Fax: 91

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before November 30, 2026 unless specified by line Lisa Giovinelli- 603-223-8089 Please contact Lisa when shipments will arrive at NHDSwith a minimum of 48 hours notice. Email all documentation to plateroom@dos.nh.gov. Contact: Accounts Payable Phone: (603) 271-7666 Email: Accountspayable@dos.nh.gov		
1	5,000.00	PJ	5K POUNDS MOTO ALUMINUM MOTO ALUMINUM Vendor Item Number: MOTO ALUMINUM Vendor Item Desc:	3.98000	19,900.00
2	90,000.00	PJ	12" AUTO ALUMINUM - NEW EQUIPMEN 12" auto aluminum - new equipm Vendor Item Number: RECYCLED LICENSE PLATE ALUMINUM Vendor Item Desc:	3.98000	358,200.00
			Purchase Order Summary		
			Goods Total:		\$378,100.00
			Order Total:		\$378,100.00

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 02300

Total Amount: **\$378,100.00**

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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 relating hereto.



October 2, 2026

Attn: Jenn Maguire, Asset & Resource Mgmt.
Department of Administrative Services
Division of Procurement and Support Services
25 Capitol Street
Concord, New Hampshire 03301

Jenn,

Thank you for the opportunity to provide our bid on your following aluminum metal requirements.

We are pleased to quote the following.

Passenger	Aluminum 3105 H12	.027 (+.0015-.0015) x 12.000 x Coil	90,000 LBS	\$3.98 Per LB.
Motorcycle	Aluminum 3105 H12	.027 (+.0015-.0015) x 7.125 x Coil	5,000 LBS	\$3.98 Per LB.

- Price above includes \$260.00 CWT for the Midwest ingot.
- Material produced from recycled aluminum.

The following Terms and Conditions Apply

Lead Time (from mill): 45 Days.

Quantities: (As stated above).

Delivery: To be delivered in 6-8 weeks.

Metal Value based on MWS: \$260.00 CWT

Freight Terms: Delivered to Concord, NH.

Credit Terms: ½% 10 Net 30

Subject to mill acceptance.

Terms and Conditions: SteelSummit Terms and Conditions of Sale apply to all accepted orders. Terms and Conditions are available for review on the Company website at www.SteelSummit.com

We thank you for this opportunity to be of service.

Best Regards,

Tim Layne

Tim Layne
Non-Ferrous Product Manager
513-535-9943 Cell Phone
Tim.layne@steelsummit.com
www.steelsummit.com



DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 10/07/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Amy Newbury, Director of Administration	Agency: Dept. of Safety
Commodity: License Plate Aluminum	Vendor: Steelsummit Ohio
RFB/RFP/RFQ (if applicable) RFB 36-27	Contract: N/A
Est. Amount: \$378,100.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, (A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Dept. of Safety is requesting to waive the competitive bid requirements in order to purchase license plate aluminum from Steelsummit Ohio for \$378,100.00. Request for Bid (RFB) #36-27 was completed on September 25, 2026. However, none of the bids met the required delivery time-frame of 30 days of receipt of the Purchase Order which is urgently needed to refill the dwindling inventory that will be depleted in approximately 60 days. Additionally, the Dept. of Safety needs to request approval from the Governor and Executive Council at their next meeting on 10/21/2026, whose cutoff for package submissions is 11/10/2026. Steelsummit Ohio is the only bidder with the shortest delivery time of 45 days. The other two bidders quoted leadtime was 60 days ARO and 120 days ARO.

This is contingent upon Governor and Executive Council approval.

SUBMITTED FOR ACCEPTANCE BY:

Jonah.L. Digitally signed
by
.Rosa@
das.nh.gov
Date:
2026.10.07
08:29:52 -0400

PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

Digitally signed by
Gary S. Lunetta
Date: 2026.10.07
11:43:13 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
*ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
REVISED STATUTES, ANNOTATED 21-I:14, XII.*

10/9/26

CHARLES M. ARLINGHAUS, COMMISSIONER **DATE**
DEPARTMENT OF ADMINISTRATIVE SERVICES



Robert L. Quinn
Commissioner of Safety

State of New Hampshire

DEPARTMENT OF SAFETY
DIVISION OF ADMINISTRATION
33 Hazen Drive
Concord, New Hampshire 03305
603-223-8000

Amy L. Newbury
Director of Administration



Derika G. Oldenburg
Deputy Director of Administration
Melanie L. Carraher
Assistant Director of Administration

September 30, 2026

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

RE: Request for Waiver to Cancel Competitive Bid, Aluminum for License Plate Production

Dear Commissioner Arlinghaus:

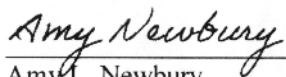
The Department of Safety respectfully requests a waiver for the cancelation of the Request for Bid for License Plate Aluminum, 36-27, that closed on September 25, 2026. The bid is to purchase 90,000 pounds of 12" Automotive Aluminum and 5,000 pounds of 7.125" Motorcycle Aluminum.

A competitive bid was conducted, however the three bids received were not in compliance with the requested delivery time stated in Section 27, within 30 days after receipt of Purchase Order or sooner to location noted on paragraph 21 FOB. We are requesting a sole source contract with SummitSteel Ohio for the license plate aluminum as they are the sole vendor capable of meeting this strict delivery timeline.

Given approval is received at the October 21 G&C meeting, it is imperative that we receive the 90,000 pounds of 12" Automotive Aluminum and 5,000 pounds of Motorcycle Aluminum promptly to continue production of license plates for New Hampshire residents and businesses. Any delay in aluminum delivery will disrupt production of license plates, leading to operational challenges and potential legal compliance issues with vehicle registration guidelines.

We respectfully request your favorable consideration.

Sincerely,


Amy L. Newbury
Director of Administration