

EARL L. BERG
ASSISTANT COMMISSIONER
FRED DENFELD
DIRECTOR OF PUBLIC PROPERTY

State of Minnesota
Department of Administration
State Capitol, St. Paul 1
THEODORE G. DRISCOLL
COMMISSIONER
OF
ADMINISTRATION

P. T. PETERSON
DIRECTOR OF PURCHASES
HERMAN A. MYER
STATE PRINTER

June 10th, 1947.

Hon. Mike Holm,
Secretary of State,
Building.

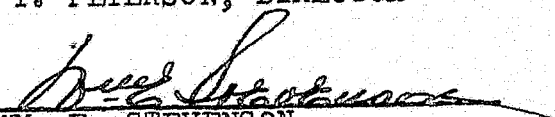
Dear Sir:

We enclose herewith for your files Standard Requirement Price Contract No. 3214 between the State of Minnesota and Gopher Stamp & Die Company covering license plates for the State of Minnesota for the year 1948.

Will you please issue requisitions to the Division of Purchases as plates are needed under this Price Agreement and Purchase Orders will be written by the Division of Purchases to the Gopher Stamp & Die Company covering your requirements. All encumbrances for material under this contract are made by means of Purchase Orders.

Yours very truly,

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
P. T. PETERSON, DIRECTOR

BY 
WM. E. STEVENSON
ASS'T. DIRECTOR

WES:
dhm
Enc: 1 copy price contract

10247



STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

Field Reqn. No. 419
P.D. Reqn. No. 48675
P.D. Contract No. 3214
16220:04:1:270:39

STANDARD REQUIREMENT PRICE CONTRACT

Date and
Parties

THIS AGREEMENT, made this 22nd day of May 1947, by and between the State of Minnesota,
herein called the State, and Gophor Stamp and Die Company

a corporation organized and existing under the laws of the State of Delaware

~~a partnership consisting of~~

~~an individual trading as~~

located at St. Paul 1, Minnesota, herein called the vendor,

Descrip-
tion of
Bids

WITNESSETH THAT, WHEREAS, Pursuant to due advertisement for bids by the State, acting through its Direc-
tor of Purchases of the Department of Administration, said vendor has on the 16th day of May 1947,
submitted the lowest responsible signed bid meeting specifications, to furnish and deliver all the sup-
plies and materials described on the Price Contract Schedule attached hereto and made a part hereof, in
such amounts as will be required by the Department of Secretary of State

Division of Motor Vehicle during the period from May 16 1947, to
December 31 1948, inclusive, at the prices set forth in said Schedule,

Agreement

NOW, THEREFORE, it is mutually agreed that, subject to the conditions hereinafter set forth, and in
consideration of the payment of the prices set forth in said Schedule, the State shall purchase from
said vendor and from no other vendor, and the vendor shall furnish and deliver to the State, all of said
supplies and materials in accordance with the requirements of the specifications and bid proposal, which
are made a part hereof, and in such amounts as will be actually required by said Department for its
functions during said period.

Term of
Contract

The term of this contract is from May 16 1947 to December 31 1948, inclusive.

Estimated
Amount

The total estimated amount of this contract based on prices set forth in said schedule is \$166,617.02. This is merely an estimate based on experience and no representation as to quantity
shall be construed therefrom. No guarantee of minimum or maximum quantity or amount is either made or
implied. The State shall neither be compelled to order any quantity of any item nor limited in the
total quantity ordered of any item.

Orders
and
Delivery

Delivery of said materials and supplies is included in said prices and shall be made only as called
for on Purchase Orders referring to this contract duly signed, encumbered by the State Auditor, and
issued by the Division of Purchases of the Department of Administration, from time to time pursuant to
requisition by said Department. Delivery may also be made as called for on Departmental Purchase Orders
issued by the various Departments of the State and signed by their duly authorized representatives and
referring to the Division of Purchases authority and to this contract. It is understood that the State
shall be under no obligation for payment for any supplies or material except on the basis of said Pur-
chase Orders duly signed and issued.

Reduction
in Prices

The vendor agrees that if any reduction to the trade or any City, State or State Governmental Agency
is made which is customarily applicable to said prices during the term of the contract, such reduction
shall apply to the price affected under this contract, at, and for the time such reduction goes into
effect. Written notice of such reduction shall immediately be given by the vendor to the Division of
Purchases. The State agrees that after such reduction is made and written notice thereof given, if said
price is subsequently increased, such increase shall apply to the price affected under this contract.

No increase above said contract price will be allowed to the vendor during the term of this contract.

Unavoid-
able
Circum-
stances

The vendor shall not be held responsible for damages caused by delay or failure to perform here-
under, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public au-
thorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time
of war or national emergency.

Default of
Vendor

Subject to the foregoing provisions, if at any time during the term of the contract, the vendor fails to furnish the quantity and quality of materials and supplies agreed upon, and properly ordered under this contract, the State Agency concerned shall, subject to the approval of the Director of Purchases, reject such supplies and materials and promptly notify the vendor, at his expense, by telegram or telephone.

If the needs of the Agency will permit, the vendor shall be given the opportunity to make immediate shipment of supplies or replacement of the rejected supplies. If the needs of the Agency are such as will not permit the time required by the vendor to make shipment of supplies, or replacement of rejected supplies, or if the vendor fails to make prompt shipment of supplies, or replacement of rejected supplies, all meeting the contract requirements, said Agency may, with the approval of the Director of Purchases, buy on the open market, supplies of the character required in this contract, up to the total amount covered in this contract. The vendor shall be liable to the State of Minnesota for any excess cost and expense occasioned by said default and open market purchase.

Liquidated
Damages

Liquidated damages for the failure of the vendor to perform hereunder, if required, shall be in accordance with said specifications or the provisions of the Special Conditions Supplement attached hereto.

Payment

Payment for supplies shall be made by the State Departments or Agencies to which supplies are delivered, upon presentation by the vendor of a uniform vendors invoice direct to such agency, and not to the general account of the State of Minnesota.

Assignment

This contract shall not be assigned by the vendor without the written consent of the State of Minnesota, Division of Purchases.

Construction
of Contract

This is a State of Minnesota agreement and shall be construed according to the laws of the State of Minnesota.

Special
Conditions

This contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit A.

Execution

IN WITNESS WHEREOF the State has caused this contract to be signed by its duly authorized officers and the vendor has hereunto set his hand and seal.

Dated this 22nd day of May 1947.

STATE OF MINNESOTA
DIVISION OF PURCHASES
P. F. Peterson, Director of Purchases

The foregoing contract examined and approved on May 22nd 1947
(CORPORATE SEAL) James M. Peterson Asst't Director of Purchases
day of May 1947 (Title)

J. A. A. BURNQUIST
Attorney General

VENDOR

Superior Stamp and Die Company
(Name of Company)

By

James M. Peterson
President
(Title)

By

Chas. Jensen
Secretary
(Title)

NOTE: If the vendor is a corporation, this should be signed by at least two executive officers, same being the president and secretary or vice president and secretary and the corporate seal attached. If the vendor is a co-partnership, this should be signed by all members of the co-partnership.

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 48675
P.D. Contract No. 8214

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
		Motor Vehicle License Plates For The Year 1948.				
1	950,000	Pairs of Plates for 1948. (Approximately)	pr.			
2	100,000	Single Plates for 1948. (Approximately)	ea.			
		There will be required approximately 950,000 pairs of plates and 100,000 single plates, the exact number cannot be given at this time.				
		Plates shall be made of 24 U. S. Gauge (.025" thickness) standard black steel, with one or more coats of enamel dipped or sprayed, besides the coat necessary for the figures and other inscriptions, and such baking and other finishing that the contractor will guarantee the plates to meet the conditions required. All plates must be delivered in the Motor Vehicle Department and stacked in numerical order as directed by the registrar of motor vehicles not later than September 16, 1947.				

EXHIBIT A

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 48675
P.D. Contract No. 3214

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	3,600	Dealers' Plates Definite order as to number of plates in each set to be given by registrar before manufacture of dealers' plates begins	Pr.	.185		647.50
	100	Motorcycle Dealers' Plates	Ea.	.0925		9.25
	1,800	"In Transit" Plates Definite order for "In Transit" plates will be given before manufacture of plates begins.	Ea.	.0925		166.50
	5,000	Motorcycle Plates	Ea.	.0925		462.50
	140,000	Truck Plates Definite order will be given when manufacturer is ready to begin work.	Pr.	.185		25,900.00
	28,000	"2" Trailer Plates	Ea.	.0925		2,590.00
	15	"F2" Trailer Plates	Ea.	.0925		1.39
	2,000	"FZ" Trailer Plates	Ea.	.0925		185.00
	5,000	"XZ" Trailer Plates	Ea.	.0925		462.50
	5,000	"YZ" Trailer Plates	Ea.	.0925		277.50
	900	"IZ" Trailer Plates	Ea.	.0925		83.25
	450	"C" Series Bus Plates	Pr.	.185		83.25
	50	"S" Series Snowmobile Plates	Pr.	.185		9.25
		Definite order for "Drive-away In Transit" Plates will be given when the manufacturer is ready to begin work.				
	6,500	"Tax Exempt"	Pr.	.185		1,202.50
	150	"Tax Exempt"	Ea.	.0925		13.88
	60,000	"No Tax"	Ea.	.0925		5,550.00
	10	Series "A" Duplicate Plates	Pr.	.185		1.85
	5,000	Regular Series Duplicate Plates	Pr.	.185		555.00

EXHIBIT A

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 48675
P.D. Contract No. 5214

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	400	Series "T" Duplicate Plates	Pr.	.185		74.00
	1,000	Series "X" Duplicate Plates	Pr.	.185		185.00
	75	Motorcycle Duplicate Plates	Ea.	.0925		6.94
	50	"Z" Duplicate Plates	Ea.	.0925		4.63
	15	"FZ" Duplicate Plates	Ea.	.0925		1.39
	50	"XZ" Duplicate Plates	Ea.	.0925		4.63
	75	"YZ" Duplicate Plates	Ea.	.0925		6.94
	15	"IZ" Duplicate Plates	Ea.	.0925		1.39
	5	Series "G" Duplicate Plates	Pr.	.185		.93
	400	Series "Y" Duplicate Plates	Pr.	.185		74.00
	10	Series "IX" Duplicate Plates	Pr.	.185		1.85
	3,000	Series "A" Automobile Plates Definite order will be given when manufacturer is ready to begin work.	Pr.	.185		555.00
	700,000	Regular Series Automobile Plates	Pr.	.185		129,500.00
<p>ALL PLATES TO BE MADE AS PER SPECIFICATIONS FOR MOTOR VEHICLE LICENSE PLATES.</p> <p>GUARANTEED DELIVERY DATE AS PER SPECIFICATIONS.</p> <p>DELIVERIES: All deliveries shall be made freight paid at the State Capitol at St. Paul, Minnesota, as directed by the Secretary of State and arranged in numerical order and piled as directed by the Secretary of State.</p> <p>F.O.B. DESTINATION.</p> <p>EXHIBIT A</p>						

SUPPLY CONTRACT BOND

Know All Men By These Presents, that

Gopher Stamp and Die Company, a Delaware Corporation, located
at St. Paul, Minnesota,

as principal, and ~~WESTERN SURETY COMPANY~~
a corporation organized under the laws of the State of ~~South Dakota~~ and duly licensed to do business in the State of Minnesota, and authorized to act as surety on contract bonds, as surety, are held and firmly bound unto the State of Minnesota in the amount of
One Hundred Sixty-Eight Thousand Six Hundred and Seventeen Dollars ~~and~~ and Eighty-Two Cents

For the payment of this well and truly to be made we bind ourselves, our representatives and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into a contract with the state, evidenced by written contract, Division of Purchases number **3214**, dated **May 22 19 47** for furnishing

**all of the Motor Vehicle License Plates required by the
State of Minnesota during the year 1948,**

in accordance with the specifications and requirements of the Division of Purchases, State of Minnesota, for the bid on said material received on **May 16,** 19 **47** the regularity and validity of which contract is hereby affirmed;

Now, Therefore, if the principal shall faithfully perform the contract and shall furnish said material in accordance with said specifications, and shall save the state harmless from all costs and charges that may accrue on account of the doing of the work specified, and shall pay all costs of enforcement of the terms of the bond if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void, but otherwise it shall remain in full force and effect.

Any alterations which may be made in the terms of the contract or in the work to be done under it, or any extension of time for the performance thereof, or any forbearance on the part of the state shall not in any way release the contractor and surety, successors or assigns, from their liability hereunder, notice to the surety of any such alteration, extension or forbearance being hereby waived.

Dated May 22nd, 19 47

(CORPORATE SEAL)

(Surety,
Corporate
Seal)

Countersign for Surety Execution
Outside of State of Minnesota.

Resident Agent, State of Minnesota

CONTRACTOR

Gopher Stamp and Die Company

Name of Company

By James M. Waters, **President**
Title

By Chas. Jensen, **Secretary**
Title

~~WESTERN SURETY COMPANY~~

Surety

By [Signature]
Attorney-in-Fact

Charge to the account of _____

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

FOR VICTORY
BUY
WAR BONDS
TODAY

MA77 PD - SIOUX FALLS S DAK 26 1013A

Harcus J. Rogers, care Joseph A. Rogers Co.
317 Commerce Bldg. StPl

YOU MAY SIGN SUPPLY CONTRACT BOND FOR COPHER STAMP AND DIE
COMPANY IN AMOUNT OF \$168,617.82.

WESTERN SURETY CO DAN KIRBY PRESIDENT

Charge to the account of

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

**FOR VICTORY
BUY
WAR BONDS
TODAY**

GENEVLIN A ROGERS CARD JOSEPH A ROGERS CO
317 COMMERCE BLDG STPL

YOU MAY SIGN SUPPLY CONTRACT BOND FOR GOPHER STAMP AND DIE
COMPANY IN AMOUNT OF \$168,617.82

WESTERN SURETY CO DAN KIRBY PRESIDENT

PDF 23
11-1-44

CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF MINNESOTA)
) SS
COUNTY OF RANDOLPH)

On this 22nd day of May, 1947, before me personally appeared

James H. Maters

and

Charles J. Barson

to me personally known, who, being by me duly sworn, did say that they are respectively President
and Secretary of Gopher Stamp and Die Company, St. Paul, Minnesota,

a Delaware corporation; that the seal affixed to the foregoing Contract & Bond is the corporate seal of
the corporation, and that said instruments were executed in behalf of the corporation by authority of its
board of directors; and they acknowledged said instruments to be the free act and deed of the corporation.

(Notarial Seal)

MAXINE A. TETACH
Notary Public, Ramsey County, Minnesota
My commission expires Jan. 25, 1950.

Maxine A. Tetach

The within bond and the sureties thereon approved and bond filed MAY 27 1947 1947.

App'd

Paul D. Barson
Director of Purchases

Approved as to form and execution this 27th day of May, 1947.

Wm. G. Burmest
ATTORNEY GENERAL, State of Minnesota

By

Title

NOTICE TO PERSONAL SURETIES: Bond will not be accepted unless accompanied by a sworn financial statement
of each of the sureties.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by a Minne-
sota agent or attorney-in-fact whose name and address must be noted below.

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of corporate surety.

Western Surety Company

Full Name of Surety Company

121 North Main Avenue, Sioux Falls, South Dakota

Home Office Address

Genevieve A. Bogora

Name of Attorney-in-fact

Joseph A. Bogora Company

Name of Local Agency

217-218 Commerce Building

Address of Local Agency

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance
Bond by a Minnesota resident agent of the Surety Company.

Name of Agent affixing countersignature

Address

B-49

POWER OF ATTORNEY

Number 8147

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer and filed separately if desired.

That the Western Surety Company, a corporation, organized and existing under the laws of the State of South Dakota,

does hereby make, constitute and appoint **Marcus J. Rogers or Genevieve A. Rogers** its Attorney-in-Fact, with limited authority to sign, execute, acknowledge and deliver for and on its behalf as surety and its acts and deed, one of the following bonds and no others, provided the penalty does not exceed the amount designated.

- | | | | |
|-----|---|---|---------------------------------|
| (A) | ADMINISTRATOR
EXECUTOR
REFEREE IN PARTITION
SALE OF REAL OR PERSONAL PROPERTY
TRUSTEE OR RECEIVER | IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 2nd day of February, 1946. | MAXIMUM PENALTY
\$100,000.00 |
| (B) | GUARDIANS
CONSERVATORS
CURATORS
TRUSTEE
RECEIVER
SALE OF REAL OR PERSONAL PROPERTY | -testamentary only
-not for benefit of creditors
-only when this company has qualifying bond | \$ 50,000.00 |
| (C) | ANY OTHER BOND (excluding Stay, Supersedeas or Open Penalty) | | \$ 10,000.00 |

(D) Any bond or indemnity (not included in clauses A, B, & C) provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter or telegram, signed by the President, Vice-President, Secretary, Treasurer or Assistant Secretary of the Western Surety Company of Sioux Falls, South Dakota.

The acknowledgment and execution of any such document by the said Attorney-in-Fact, shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of the said Company.

All authority hereby conferred shall expire and terminate without notice, at midnight on **May 31, 1949**

The WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company, subject to such rules and regulations as such officers may prescribe."

IN WITNESS WHEREOF, the said WESTERN SURETY COMPANY has caused these presents to be executed by its President with its corporate seal affixed this 2nd day of February, 1946.

WESTERN SURETY COMPANY,

THIS COPY FOR
FILING PURPOSES ONLY
Carroll C. Mills

By **DAN KIRBY**
President

10247

STATE OF MINNESOTA

That the Power of Attorney is not valid or in effect unless attached to the bond which it is designed to secure, and filed separately if desired.

On this 22nd day of May 1946, before me, Notary Public for said County, personally appeared Genevieve A. Rogers, of the County of Ramsey, State of Minnesota, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

County, personally appeared Genevieve A. Rogers, of the County of Ramsey, State of Minnesota, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of said office.

Notary Public.

SAINT PAUL, MINNESOTA, the day and year last above written.

My Commission expires

My Commission expires

My Commission expires

My Commission expires

My Commission expires

My Commission expires

My Commission expires

My Commission expires

My Commission expires

My Commission expires

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