

State of Minnesota  
Department of Administration  
State Capitol, St. Paul

LESLIE M. GRAVLIN  
COMMISSIONER  
OF  
ADMINISTRATION  
September 15, 1939

M. S. COOPER  
Director of Purchases

Hon. Mike Holm,  
Secretary of State  
Building

Dear Sir:

We enclose herewith for your files copy of contract and bond between the State of Minnesota and the Gopher Stamp and Die Company covering Motor Vehicle License Plates contract for the State of Minnesota for the year 1940.

Yours very truly,

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES

*N. T. Waldor*

N. T. Waldor  
Assistant Director of Purchases

NTW:DH  
mc  
Enc. 1

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MEMORANDUM OF AGREEMENT

Between the State of Minnesota, herein called the state, and Gopher Stamp & Die Company, a Delaware corporation, herein called the contractor.

The state, through its registrar of motor vehicles, herein called the registrar, having duly advertised for proposals for the furnishing of motor vehicle number plates for the use of the state in carrying out during the year 1940 the provisions of the laws relating to the registration and taxation of motor vehicles, in accordance with specifications therefor, copy of which is hereto attached, and the contractor having duly submitted its proposal, dated June 14, 1939, for the furnishing of such plates, at the prices stated therein at a total estimated cost of approximately \$90,090.00.

The contractor will enter at once upon the performance of the contract and will manufacture and deliver the required number plates promptly at the place and in the quantities specified for delivery at the respective dates fixed by the specifications, and of the quality, workmanship, and finish required, all in accordance with the specifications, the proposal of the contractor, the report of the registrar to the former Commission of Administration and Finance, succeeded by the Commissioner of Administration, herein called the Commissioner, and the award of the contract by the Commissioner acting through the Director of Purchases, copies of which proposal, report of registrar, and notice of award of contract are hereto annexed and made a part hereof.

There is incorporated in this memorandum the provision in the specifications relating to rescission of the contract and the purchase of needed plates elsewhere in case of default in delivery as fully and with the same effect as if copied at length herein.

Payments will be made substantially at the end of each delivery period for plates delivered therein on bills therefor approved by the registrar, and in the usual course of state payment.

The contractor herewith shall give bond to the state with corporate surety acceptable to the Commissioner in the amount of \$90,090.00, conditioned for the faithful performance of the contract.

This memorandum shall become binding upon the parties when signed in behalf of the state by the head of the Department of State and by the Commissioner of Administration or his delegated agents, and countersigned by the Auditor, together with the certification of the Auditor hereon that the appropriation and allotment have been encumbered for the full amount of the contract liability herein, and when signed in behalf of the contractor by its proper officers under its corporate seal.

Dated this 7th day of August 1939.

STATE OF MINNESOTA  
Department of State

By W. H. H. H.  
Secretary of State

STATE OF MINNESOTA  
Department of Administration

By W. H. H. H.  
Director of Purchases

Available funds have been encumbered this day for the full amount of contract liability.

Stafford King, State Auditor

SEP 6 1939 Stafford King  
Date Authorized Signature

(CORPORATE SEAL)

STATE OF MINNESOTA  
Countersignature of Auditor

By \_\_\_\_\_

GOPHER STAMP & DIE COMPANY  
Contractor

By James M. H. H.  
President

Chas. Persen  
Secretary

The foregoing contract examined and approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 1939.

J. A. A. BURNQUIST,  
Attorney General.

By \_\_\_\_\_  
Assistant Attorney General.

The foregoing Contract examined and approved as to form and execution this 11 day of August, 1939.

J. A. A. BURNQUIST,  
Attorney General.

By Edward J. H. H.  
Assistant Attorney General.

KNOW ALL MEN BY THESE PRESENTS, that we, Gopher Stamp  
& Die Company, a Delaware corporation, as principal, and  
National Surety Corporation  
of New York, a corporation, as surety, are hold and  
firmly bound unto the State of Minnesota in the amount of \$100,000.00,  
for the payment of which well and truly to be made we jointly and  
severally bind ourselves, our representatives and successors firmly  
by these presents.

Sealed with our seals and dated this 7<sup>th</sup> day of  
August, 1939.

The condition of this obligation is such that whereas the  
principal has entered into a contract with the state, evidenced by  
written memorandum of even date, for the manufacturing and furnishing  
of all of the motor vehicle license plates required by the state during  
the year 1940, including labor and material, the regularity and validity  
of which contract is hereby affirmed;

NOW, THEREFORE, if the principal shall faithfully perform the  
contract so made, and shall pay to the state all such damages as may  
accrue to it in consequence of any violation of the provisions thereof,  
and shall save the state harmless from all costs and charges that may  
accrue on account of any act of omission of the contractor in the exe-  
cution of the contract so made, then this obligation shall be void;  
otherwise to remain in full force and effect.

(CORPORATE SEAL)

GOPHER STAMP & DIE COMPANY  
Contractor

By

James M. Roberts  
President

Charles Jensen  
Secretary

(CORPORATE SEAL)

NATIONAL SURETY CORPORATION  
Surety

BY

L. H. Green  
Its Attorney-in-fact

STATE OF MINNESOTA, }  
County of Ramsey } ss

On this.....7th.....day of.....August.....A. D. 1939....., before me appeared L. A. Green, to me personally known, who being by me duly sworn, did say that he is the attorney-in-fact of the National Surety Corporation, the corporation described in and who executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said L. A. Green, acknowledged said instrument to be free act and deed of said corporation.

C. Schlytter   
Notary Public, Ramsey County, Minnesota

My Commission Expires Dec. 19, 1945



June 26, 1939

Gopher Stamp and Die Company  
Chicago Avenue and Custer Street  
St. Paul, Minnesota

Gentlemen:

This is to inform you that you have been awarded the contract to manufacture and deliver to the State of Minnesota at the Automobile Department in the State Capitol Building, St. Paul, Minnesota, all of the motor vehicle license plates required by the State during the year 1940, as called for in the specifications which accompanied the call for proposals dated May 24, 1939, at the prices and in accordance with your bid dated June 14, 1939.

These plates are to be manufactured of No. 24 U. S. gauge standard black steel and to be enclosed in envelopes as specified. One coat of enamel besides that which makes the letters shall be applied to all plates, and the plates to be furnished shall be fully equal to the sample submitted with your bid. Delivery is to be made in the sub-basement of the State Capitol Building, St. Paul, Minnesota, the plates to be numerically piled as directed by the registrar. The colors will be designated by the Secretary of State.

It is estimated that approximately 925,000 pairs of plates will be required during the year, consisting of Series A, C, D, S, T, X, Y, YI, Z, ZI, TZ, XZ, YZ, price per plate \$.0546; Motor Cycle Plates, price per plate \$.0546; Tax Exempt and No Vehicle Tax Plates, price per plate \$.0546; Duplicate and In Transit Plates, price per plate \$.0546.

Approximate amount of your contract . . . . . \$90,090.00.

Formal contract and bond will be sent you for your signature within the next few days.

Yours very truly,

DEPARTMENT OF ADMINISTRATION

*M. S. Cooper*  
M. S. Cooper  
Director of Purchases

MSC:DE  
mc

CC: Hon. Mike Holm,  
Secretary of State

SEAL

STATE OF MINNESOTA

DEPARTMENT OF STATE  
Motor Vehicle Department  
Telephone: Cedar 0355

Niko Helm  
Secretary of State

ST. PAUL

J. P. Longtson  
Ass't. Secretary of State

June 15, 1939

To Avoid Delay Mention Bill 86615

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Commission of Administration & Finance  
B U I L D I N G

Gentlemen:

In accordance with the provisions of Section 2704, H.M.S. 1927, I published a call for proposals for the manufacture of the number plates required for the administration of the motor vehicle registration law for the calendar year of 1939. The attached copies of the call and the specifications are self-explanatory. At the appointed hour today the bids were received and opened. I forward them to you herewith. They are, to-wit:

1. That by the Gopher Stamp and Die Company of St. Paul, Minnesota, together with their certified check No. 12010 for \$1000. drawn on the American National Bank, St Paul, Minnesota.
2. That by the S C Adams Company of St. Louis, Missouri, together with their certified check No. 4379 for \$1000. drawn on the First National Bank, St. Louis, Missouri.

You will note that the Gopher Stamp and Die Company of St Paul propose to furnish the plates at prices as follows:

"Series A, C, D, S, T, X, Y, XI, Z, XI, XZ, XZ, XZ @	.0546 each
Motorcycle Plates	.0546 each
Tax Exempt Plates	.0546 each
Duplicate Plates	.0546 each
In Transit Plates	.0546 each
No Vehicle Tax Plates	.0546 each

"If two coats of enamel are required add .00355 to the above prices."



The S G Adams Company, St Louis, Missouri, in their bid  
propose to furnish the plates at prices as follow:

"All pairs of license plates . . . . \$ .118 per pair  
All single license plates . . . . \$ .075 each "

We recommend that the Gopher Stamp and Die Company bid for  
plates be accepted, their bid being the lowest.

Kindly return the checks to the bidders when you have done  
with them.

Yours very truly,

Mike Holm

SECRETARY OF STATE

TELEPHONE MINNEAPOLIS 0300

GOPHER STAMP & DIE COMPANY  
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES  
CHICAGO AVE. & CUSTER ST.  
ST. PAUL, MINNESOTA

June 14, 1939

Hon. Mike Holm  
Motor Vehicle Registrar  
State Capitol  
St. Paul, Minnesota

Dear Sir:

The undersigned propose and agree to furnish, in strict accordance with specification, Motor Vehicle License Plates as required by the State of Minnesota for the year 1940, at prices as follows:

Series, A, C., D, S, T, X, Y, YI, Z, ZI, TZ, XZ, YZ	@ <u>.0546</u> each
Motor Cycle Plates	@ <u>.0546</u> each
Tax Exempt Plates	@ <u>.0546</u> each
Duplicate Plates	@ <u>.0546</u> each
In Transit Plates	@ <u>.0546</u> each
No Vehicle Tax Plates	@ <u>.0546</u> each

If two coats of enamel are required add .00355 to the above prices.

Considered too, and a part of this bid is the following information as required in your specifications:

We are sole owners of a factory located at Chicago Avenue and Custer Street, in the City of St. Paul, Minnesota and are equipped to turn out at least 5,000 pairs of Motor Vehicle License Plates per day, complete and ready for shipment.

The mailing weight of license plates called for in specification is as follows:

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All Agreements Are Contingent Upon Strikes, Accidents or Other Delay  
Unavoidable or Beyond Our Control. Stenographical and Clerical Errors  
Subject to Correction

TELEPHONE RIVERVIEW 0338

G O P H E R S T A M P & D I E C O M P A N Y  
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES  
CHICAGO AVE. & CUSTER ST.  
ST. PAUL, MINNESOTA

Hon. Mike Holm  
St. Paul, Minn.

June 14, 1939  
Page two

<u>SIZE</u>	<u>WEIGHT</u>
7½" Tags	9 oz. Per Pair
10" Tags	12 oz. Per Pair
12" Tags	14½oz. Per Pair

The price on additional plates ordered shall be the same as previously mentioned.

As to delivery on additional and duplicate plates, we can and will if necessary, give you twenty-four hour service as we have in the past, and guarantee first class workmanship on all plates.

Attached to and forming a part of this bid is a certified check in the amount of \$1,000.00.

Respectfully submitted,

GOPHER STAMP & DIE COMPANY

Chas. J. Sersen

Charles J. Sersen,  
Vice President and Treasurer

CJS:kk  
Enc.

SPECIFICATIONS FOR  
MOTOR VEHICLE NUMBER PLATES

**MATERIAL AND WORKMANSHIP** - Proposals shall be submitted for 24 U.S. gauge standard black steel and shall be submitted for 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 herein and all materials must be such that they will withstand the various physical and chemical tests usually required, and as ordered by the commission. The plates shall be guaranteed to withstand hard usage and the elements for a term of one year, and each bidder will be required to submit with his bid samples of unfinished material to be used and also made up sample plates, and will be required to state in detail the character of the material, gauge of metal, number of coats of enamel, the process of manufacture, and the mailing weight of the finished plates.

All materials and workmanship of plates furnished under the contract shall be first-class and fully equal to samples submitted with bid and shall be in every particular in strict accordance with these specifications.

**GENERAL DESIGN** - All plates are to be embossed (raised or outlined), corners are to be rounded, edges are to be beaded or reinforced, a raised beading completely surrounding the plates 1/8 inch inside the edge. There must be a marked contrast between the numerals and the background of the plate.

**DESIGN OF AUTOMOBILE, BUS, TRUCK, SNOWMOBILE, AND TRAILER PLATES** - All numerals except "1" of the number of the plates shall be 1-3/16 inches wide. All numerals of the number on the plates shall be 3 inches high and of a 5/16 inch stroke. Between the thousandths and hundredths

digits of the number shall be in the case of four digit numbers, there shall be a dash ( - )  $5/16$  inch square. Between each figure of the number and between the aforementioned dash and the figure on each side of it, there shall be at least  $7/16$  inch space, measured between the nearest points of adjacent figures. To indicate the class of registration other than the "Regular" passenger car the registration number shall be preceded by a letter, or letters, also  $3/4$  inches high and of same stroke as the digits of the registration number. Horizontally below the registration number there shall appear the word "MINNESOTA" and the number "1940" in characters  $3/4$  of an inch high,  $5/8$  of an inch wide and of a  $1/8$  inch stroke. At the right end, half an inch from the margin of the plate, there shall be two holes, the vertical distance between which shall be  $4-3/8$  inches from center to center. At the left end of the plate there shall be two holes, located  $1/2$  inch from the end of the plate and  $4-3/8$  inches apart, measured vertically from center to center. Each of the four holes shall be  $1/4$  of an inch in diameter. Half an inch below the upper edge and also half an inch above the lower edge and proportionately spaced from ends of plate shall be two slots in no case more than 7 inches apart measured from center to center,  $1/4$  of an inch wide and 1 inch long, running horizontally.

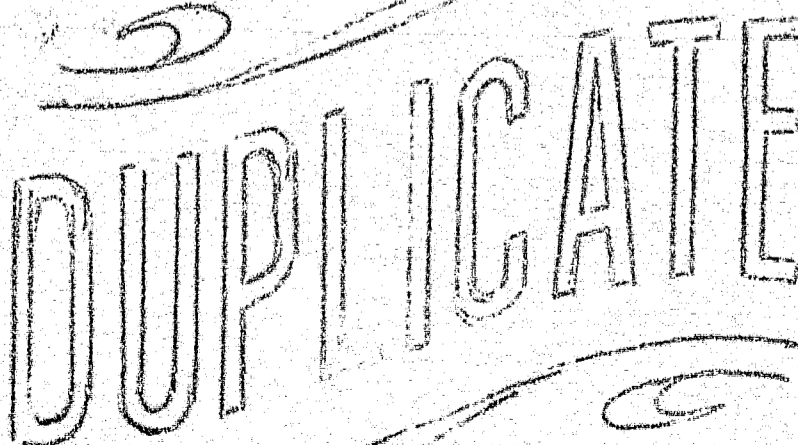
**DESIGN OF MOTORCYCLE PLATES** - The motorcycle plates shall be 3 inches wide and 7 inches long and shall be substantially the same design as the automobile plates. The numerals of registration number shall be  $1-1/4$  inches high,  $7/8$  of an inch wide and of a  $1/4$  inch stroke. At the left end of the plate there shall be the letters "M C" arranged with the letter "M" above the letter "C" in characters  $1/2$  inch high,  $3/4$  of an inch wide and of a  $1/16$  inch stroke, set to occupy the space proportionately to the left of the numerals. Lengthwise across the plate  $3/8$  of an inch above the lower edge shall appear "MINNESOTA 1940" in characters  $3/8$  of an inch high, approximately  $5/16$  of an inch wide

and of a 1/16 inch stroke. There shall be 1/8 of an inch hole at each of the four corners of the plate just inside the outside edge. Slightly below the upper edge and proportionately spaced from the ends of the plate, shall be 2 slots 3/16 of an inch wide and 3/4 of an inch long, running horizontally.

**DESIGN OF MOTORCYCLE DEALERS PLATES** - The design of the motorcycle dealers' plates will be the same as the design of the regular motorcycle plates, except that before the number, there will be the letter "D" of the same size as the figures of the license number and between the parts of the number, there will be a dash (-) to distinguish the dealer's number from the plates' number by the same system of numbering as that purpose is achieved in the regular dealers' plates.

**DESIGN OF DEALERS PLATES** - The design of the dealers' plate shall be the same as that of the automobile and truck plates in every particular except that before the first figure of the license number of dealers' plates, there shall also be the letter "D" 3 inches high, 1-3/16 inches wide and of a 5/16 inch stroke.

**DESIGN OF DUPLICATE PLATES** - The design of duplicate plates shall be substantially the same as that of the automobile and truck plates 5-5/8 inches wide and 12 inches long. The word "DUPLICATE" shall appear before the numeral or series letter in characters approximately 1-1/2 inches high and set proportionately in scroll in a space 3 inches high and 4-1/2 inches long as follows:



DUPLICATE

DESIGN OF "TAX EXEMPT" PLATES - The tax exempt plates shall be 3-5/8 inches wide and 12 inches long. At the left end of the plate there shall be two punchings and slots as the automobile and truck plates. Lengthwise above the numerals there shall appear "TAX EXEMPT 39-41" in characters 3/4 of an inch high. At the right end of the plate there shall be the abbreviation "MINN" with the letters arranged in a vertical column reading from the top down, each letter being 5/8 of an inch high and set so as to occupy proportionately the space at the right end of the plate. There will be no serial/letter numeral at the left end of the plate.

NEW CAR  
IN  
TRANSIT

In characters 3/4 of an inch high approximately 1/2 inch wide and of a 1/8 inch stroke.

DESIGN OF TAX EXEMPT PLATES - The tax exempt plates shall be 3-5/8 inches wide and 12 inches long and have the same holes and slots as the automobile and truck plates. Lengthwise above the numerals there shall appear "TAX EXEMPT 39-41" in characters 3/4 of an inch high. At the right end of the plate there shall be the abbreviation "MINN" with the letters arranged in a vertical column reading from the top down, each letter being 5/8 of an inch high and set so as to occupy proportionately the space at the right end of the plate. There will be no serial/letter numeral at the left end of the plate.

DESIGN OF TAX EXEMPT MOTORCYCLE PLATES - Tax exempt motorcycle plates shall be 7-1/2 inches long and 4 inches wide. As to punchings and beaded edges, they shall be substantially the same as the regular motorcycle plates. Arranged to read horizontally along the length of the plate there shall be the following inscriptions:

MINN-39-41  
TAX EXEMPT  
MC

The "MC" shall be in characters 1 inch high followed by the registration number in figures 1 inch high. The inscriptions "MINN-39-41" and "TAX EXEMPT" shall be in characters 1/2 inch high.

DESIGN OF "NO TAX" TRAILER PLATE. The size of "No Tax" trailer plates shall be approximately 5-5/8 inches wide and 12 inches long with the same size and arrangement of holes and slots as in the automobile and truck plates. Lengthwise along the top of the plate, 3/4 of an inch below the upper edge, shall appear the inscription "NO TAX 1 1/2 TON GROSS WT" and lengthwise below the registration number and 3/4 of an inch above the lower edge shall appear the inscription "2 Wheel MINNESOTA Trailer". The numerals and all capital letters shall be 5/8 of an inch high and the lower case letters shall be 3/8 of an inch high, and all letters shall be of a 1/16 inch stroke. The numerals of the registration number shall be 2-1/4 inches high and 1-1/8<sup>inches</sup> wide except the numeral "1" and of a 1/4 inch stroke. Between the thousandths and hundredths digits of the number, except in the case of four figure numbers, there shall be a dash (-) 1/4 of an inch square. Between each figure of the number and between the aforementioned dash and the figure on each side of it there shall be at least 5/16 of an inch space, measured between the nearest points of adjacent figures. At the left end of the plate approximately 7/8 of an inch from the margin shall be the number "39" and at the right end of the plate 7/8 of an inch from the margin shall be the number "41" in figures 3/4 of an inch high and of a 1/8 inch stroke. 5/16 of an inch below and above the numbers "39" and "41" shall be a bar of the same width as the two numbers and of a 1/8 inch stroke, to appear as follows:

39

41

PACKING - All automobile and truck plates shall be packed in pairs together with proper packing, one pair of plates in each envelope with a sheet of paper between the plates. The end flap enclosing the plate must be tucked in in every case so as to hold the plates





be packed in the same manner except that the plates shall be enclosed in each envelope. The contractor will be required to protect the State against all claims for patent infringement including indemnity for all expenses incurred in defending all claims of such patent suits. An appropriate paper separator sheet between the two plates of each pair shall be printed with copy supplied by the Secretary of State.

**COLOR** - The colors of the plates shall be as directed by the Secretary of State.

**DIMENSIONS** - The automobile (Regular and Series A) truck (series T, X, Y, YI), bus (series G), trailer (series Z, ZI), snowmobile (series S), and dealers number plates shall be approximately 5 5/8 inches wide and of lengths as follows:

For 1 or 2 numerals and two series letters 7-1/2 inches

For 1, 2 or 3 numerals and one series letters 7-1/2 inches

For 1, 2, 3 or 4 numerals and no series letters 7-1/2 inches

For 3 numerals and two series letters 10 inches

For 4 numerals and one series letter 10 inches

For 5 numerals and no series letter 10 inches

For 4 numerals and two series letters 12 inches

For 5 numerals and one series letter 12 inches

For 6 numerals and no series letter 12 inches

On plates 7-1/2 inches long, the word "MINNESOTA" shall be abbreviated and the inscription shall read "MINN-1940". The dash (-) shall be 1/4 of an inch long and 1/8 of an inch wide.

On plates 10 inches long, letters and numerals of the inscription "MINNESOTA 1940" shall be the same size as shall be on the 12 inch plates but they may be set slightly closer together to permit using the full inscription.

The successful bidder shall submit fully finished samples of the various classes and sizes of plates for final approval by Secretary

of State before starting work on contracts.

QUANTITIES AND DELIVERIES. There will be required:

Approximately 5000 pairs dealers' plates divided into approximately 1500 sets of plates, each set to be numbered consecutively as required, for example, D 1-1, D 1-2, D 1-3, for the first set, D 2-1, D 2-2, D 2-3 for the second set and so on, the first number being the same on each pair of each dealers' set. Definite order as to number of plates in each set to be given by registrar before manufacture of dealers' plates begins.

5 Motorcycle Dealers' plates numbered consecutively D 1-1, D 2-1, D 3-1, and so on up to and including D 5-1, i.e. enough plates to give one each to five different dealers.

Approximately 1700 "In Transit" plates, 1500 of which shall be numbered consecutively from 1 to 1500, and 200 of which shall have the letter "F" before the numeral so as to be numbered F 1, F 2, F 3, etc. up to F 200. Definite order for "In Transit" plates will be given before manufacture of plates begins.

2000 single motorcycle plates to be numbered consecutively from 1 to 2000.

A total of approximately 110,000 pairs of truck plates will be required, including a "T" series, an "X" series, a "Y" series, and a "ZI" series each numbered consecutively from 1 and up. Definite order will be given when manufacturer is ready to begin work.

20,000 single series "Z" trailer plates numbered consecutively from 1 to 20,000.

500 single series "TZ" trailer plates numbered consecutively from 1 to 500.

3000 single series "XZ" trailer plates numbered consecutively from 1 to 3000.

1000 single series "YZ" trailer plates numbered consecutively from 1 to 1000.

400 single series "ZI" trailer plates numbered consecutively

from 1 to 400.

250 pairs of series "C" automobile plates numbered consecutively from 1 to 250.

500 pairs of series "S" automobile plates numbered consecutively from 1 to 500.

Definite order of "Tax Exempt" plates and "No Tax" trailer plates will be given when the manufacturer is ready to begin work.

50 pairs of series "A" duplicate plates numbered consecutively from 1 to 50. 2000 pairs of Regular series duplicate plates numbered consecutively from 1 to 2000. 100 pairs of series "T" duplicate plates numbered consecutively from 1 to 100. 500 pairs of series "X" duplicate plates numbered consecutively from 1 to 500. 10 single motorcycle duplicate plates numbered consecutively from 1 to 10. 20 single "Z" duplicate plates numbered consecutively from 1 to 20. 10 single "TZ" duplicate plates numbered consecutively from 1 to 10. 25 single "XZ" duplicate plates numbered consecutively from 1 to 25. 25 single "YZ" duplicate plates numbered consecutively from 1 to 25. 10 single "ZI" duplicate plates numbered consecutively from 1 to 10. 5 pairs of series "C" duplicate plates numbered consecutively from 1 to 5. 200 pairs of series "Y" duplicate plates numbered consecutively from 1 to 200. 10 pairs of series "YI" duplicate plates numbered consecutively from 1 to 10.

All of the above must be delivered on or before November 1, 1939. There will be required:

Approximately 10,000 pairs of series "A" automobile plates numbered consecutively from 1 to 10,000. Definite order will be given when manufacturer is ready to begin work.

650,000 pairs of Regular series automobile plates numbered consecutively from 1 to 650,000.

All of the series "A" and all of the Regular series plates

shall be delivered to the State Department, Washington, D. C., and the  
plates shall be manufactured by the State Department of State. The  
plates shall be manufactured by the State Department of State and delivered in  
specified quantities and dates as specified by the Secretary of State.

The Secretary of State shall have the right to order additional  
quantities of any of the above classes of plates at any time and  
in such quantities as he may require for the duration of the term of  
the contract, and the additional plates so required must be supplied  
and delivered from time to time after January 1, 1949 as required  
upon ten days notice at the regular contract price. The Secretary  
of State shall also have the right to order at the regular contract  
price additional quantities of plates as may be needed with a  
different series letter and/or with a letter in place of any  
numeral and/or a numeral in place of any letter.

Every bidder will be required to state in his proposal that  
he is the owner or lessee of a suitable manufacturing plant equipped  
with suitable machinery for the manufacture and production of such  
plates, and capable of turning out at least 5,000 pairs of plates  
per day, giving the name and place of location of such plant, or  
in case the bidder is not a manufacturer of such plates, he must  
state in his proposal that he has entered into a contract with a  
manufacturer who is the owner or lessee of a plant of similar capacity,  
giving the name, place, and capacity of such plant, to furnish and  
deliver upon his order the number of plates required by these speci-  
fications, and must enclose with and submit as part of his proposal  
the statement of such manufacturer to the effect that he has entered  
into such contract with the bidder and that in the event the contract  
is awarded to such bidder, the manufacturer will deliver upon his  
order the required number of plates in accordance with these speci-  
fications in fulfillment of the contract so to be entered into.

The Commission reserves the right to reject any bid or to reject the bid in whole or in part, or to require the bidder to furnish a performance and completion bond for the work to be done under the proposed contract, and to reject any and all bids.

In passing on the bids submitted not only the cost in money will be considered, but also the durability, workmanship, and general appearance of the plates, as well as the ability of the bidder to perform his agreements promptly and faithfully if awarded the contract.

Time is of the essence of the proposed contract for the manufacture and delivery of these plates, and if the contractor shall fail to make delivery of any specified quantity of plates within the time required by these specifications, the State shall be deemed to be damaged by such failure of delivery, and the amount of such damage is hereby fixed and agreed upon in advance as liquidated damages, and not as a penalty, and a deduction will be made from the contract price accordingly, and the contract will so provide, that is to say, for each day's delay, Sundays and holidays excepted, until such satisfactory delivery shall have been made of the plates as herein provided at the rate of 1/3 of 1 per cent of the contract price, but not to exceed in all ten per cent thereof.

No liquidated damages shall be deducted for such period after the expiration of the time prescribed for delivery as in the judgment of the Commission, shall equal the time that either in the beginning or in the prosecution of the deliveries contracted for shall have been lost on account of strikes, riots, fires, or other disasters, delays in transit for delivery on the part of the transportation company, or any other circumstance beyond the control of the contractor; but the question whether delays are due to the

prices herein specified shall be determined by the Commission and its determination thereof shall be conclusively binding on the contractor. The contract will contain the provision that if the contractor shall fail in any respect to perform the contract, the State, at the option of the Commission may rescind, and declare it null and void, and the Commission may purchase or procure such plates in such manner and from such person or persons as it deems proper, paying such prices therefor as may be necessary in order to procure such said articles or materials of the kind as nearly as practicable as the contractor shall fail to deliver as required, and may charge to, demand and recover from the contractor the difference between the price so paid therefor and the price stipulated in the contract, and the amount of such difference shall be paid by the contractor to the State on demand.

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