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 1936 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 submitted its proposal, dated June 25, 1935, for the furnishing of such plates, at the prices stated therein at a total estimated cost of approximately $66,000.

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 commission of administration and finance, herein called the commission, and the award of the contract by the commission, 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.

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The contractor herewith shall give bond to the state with corporate surety acceptable to the commission in the amount of $66,000, 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 commission over the signature of its chairman, and when signed in behalf of the contractor by its proper officers under its corporate seal.

Dated July 8, 1935.

THE STATE OF MINNESOTA
By Commission of Administration
and Finance.

C R Erickson
~~Chairman~~
Commissioner of Purchases

(Corporate Seal)

GOPHER STAMP & DIE CO.
Contractor

By James McBatros
~~Vice President~~

By W G Smith
Secretary

COMPTROLLER'S CERTIFICATE

I hereby certify that there is an unexpended credit balance in the appropriation [illegible] required to be paid the obligation incurred under the provisions of the within contract.

E J Gearty
Comptroller

Dated JUL 9 1935

By J J Monteith

The foregoing _____ examined and approved as to form and legality this 11 day of July 1935.

HARRY H. PETERSON,
Attorney General,

By Roger D. Litchfield
Assistant Attorney General

KNOW ALL MEN BY THESE PRESENTS, that we, Gopher Stamp & Die Company, a Delaware corporation, as principal, and SEABOARD SURETY COMPANY of NEW YORK, a corporation, as surety, are held and firmly bound unto the State of Minnesota in the amount of $66,000, 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 8th day of July, 1935.

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 1936, 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 or omission of the contractor in the execution of the contract so made, then this obligation shall be void; otherwise to remain in full force and effect.

(Corporate Seal)

GOPHER STAMP & DIE CO.
Contractor

By James M. Bates
President

W. G. Smith
Secretary

The foregoing _____ examined and approved as to form and legality this 11 day of July 1935

HARRY H. PETERSON,
Attorney General,

By Joseph L. Lutterbach
Assistant Attorney General

(Corporate Seal)

SEABOARD SURETY COMPANY
Surety

By Janet L. McGuire
Its Attorney-in-Fact

By [illegible]
Its Attorney-in-Fact

STATE OF MINNESOTA :

: SS

COUNTY OF HENNEPIN :

On this 8th day of July, 1935, before me appeared James M. Waters and W. G. Smith, who being by me duly sworn did say that they are respectively the ~~xxxx~~ president and the secretary of Gopher Stamp & Die Company, a corporation; that the seal affixed to the foregoing bond is the corporate seal of the corporation and that said bond was executed in behalf of the corporation by authority of its board of directors; and they also acknowledged said instrument to be the free act and deed of the corporation.

Janet L. McGuire
Notary Public, Henn Co., Minn.,
My commission expires 1/16/38
Janet L. McGuire

(The corporate surety will attach the usual slip acknowledgment).

The within bond and the sureties thereon approved and hereby filed

STATE OF MINNESOTA
COUNTY OF HENNEPIN } ss:

On this 8th day of July 1935
before me personally appeared Janet L. McGuire & Eric A. Monroe with whom I am personally acquainted, who, being by me duly sworn, said; that he resides in the city of Minneapolis, County of Hennepin; that he is the Attorney-in-Fact of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that said instrument was executed in behalf of said corporation by authority of its Board of Directors and that he signed his name thereto as Attorney-in-Fact by like authority; and said Janet L. McGuire & Eric A. Monroe acknowledges said instrument to be the free act and deed of said Company, and that the liabilities of the said Company do not exceed its assets, as ascertained in the manner provided in Chapter 33, of the Laws of 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York, and known as the Insurance law.

Virginia A. Shaver
Notary Public, Hennepin County, Minn.
Virginia A. Shaver

My commission expires January 26, 1941.

M 1-34 M. S. 27.023

STATE OF MINNESOTA

S-E-A-L.

DEPARTMENT OF STATE

Mike Holm
Secretary of State

ST.PAUL

J. P. Bengtson
Asst. Secretary of State

June 26
1 9 3 5

Address Reply To
Corporation Division

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

Gentlemen:

In accordance with the provisions of Section 2704, MMS 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 1935. 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 National Colortype Co., of Bellevue, Kentucky, together with their certified check No. 14932 for $1,000.00 drawn on the Provident Savings Bank & Trust Co. of Cincinnati, Ohio.

2. That by the Gopher Stamp & Die Co. of St Paul together with their certified check No. 6867 for $1,000.00 drawn on the American National Bank of St. Paul.

3. That by the S G Adams Company of Saint Louis, Missouri. No check accompanied this bid.

You will note that the National Colortype Co., of Bellevue, Kentucky, propose to furnish the plates at prices as follows:

"1st. <u>BACKGROUND ANY STANDARD COLOR</u>.

ALL PAIRS OF PLATES	@ per pair -	$ .066
ALL SINGLE PLATES	@ per each	$ .04

"2nd. WHITE BACKGROUND.

ALL PAIRS OF PLATES	@ per pair	$ .07
ALL SINGLE PLATES	@ per pair	$ .042 "

The Gopher Stamp & Die Company in their bid, propose to furnish the plates at prices as follows:

"Series A, B, C, D, S, T, X, Y, Z	@	.0449 each
Motor Cycle Plates	@	.05 each
Tax Exempt Plates	@	.06 each
Duplicate plates	@	.05 each
In Transit Plates	@	.05 each
No Vehicle Tax Plates	@	.06 each

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

The S G Adms Company of Saint Louis propose to furnish plates as follows:

"Automobile license plates, delivered and manufactured according to specifications at 10.9¢ per pair net.

"On duplicate license plates, or plates in lots of less than 100, ordered at various intervals during the year, the price would be 20¢."

For your information in considering these bids, permit me to call your attention to the following reservation, page 9, of the specifications:

"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."

Ability to deliver extra orders promptly must of necessity be a very important consideration in awarding this contract. As you know, under our law it is necessary to have plates numbered serially in 33 series. It is not possible to anticipate the number required in each of these series with any degree of exactness. Trucks are not re-registered each year in the same class because classification changes with use. Within the same zone of operation the tax on T and X registrations under certain conditions may be the same, and we cannot anticipate what changes of registration owners may make to accommodate their desired operations most advantageously. To be able to give service therefore without a wasteful over supply of plates in advance, it is necessary to have opportunity to order additional plates for immediate delivery. The attached list indicates that during 1935 up to the present time we

have found it necessary and decidedly advantageous to order extras 134 times in quantities as indicated. It would, of course, be impossible for a manufacturer in a distant state to deliver as promptly and with as much saving to us as a local manufacturer can. If we should be forced to rely on supplies from a distant manufacturer we would be obliged to have a much larger over-stock in all of these different series. Dealers, for example, have the privilege under the law of ordering additional plates, but each dealer's set of plates must be numbered serially beginning with "1" for each dealer. With the contract in the hands of a local manufacturer we can get 24-hour service on such orders.

Some years ago we had a very unfortunate experience with plates when the contract was given to a manufacturer in Chicago. Quality was poor, and the service was terrible; it was finally necessary to take the contract away from them. We had a similar experience, as your records will show, some years ago with our order for book binders when the contract was given to a Michigan firm. Altho the bid of the National Colortype Company appears to be lower in first cost, that gain, as previous experiences to which I have alluded prove, may very soon be more than offset by the greater cost of dealing with them because they are so far away. Telephone charges, cost of greater necessary overages, and the rectifying of possible errors would soon mount up. The Gopher Stamp and Die Company has given excellent service thru the several years that they have had the contract, and if errors have appeared in packing, they have promptly made corrections without delays or cost to the state; therefore, under the circumstances, I feel justified in recommending that with your approval the contract be awarded to the Gopher Stamp and Die Company. In my opinion it is worth much to the people of the state to place such contracts in Minnesota so far as it is possible.

Besides the considerations of cost and service, I think that we owe it to labor in our own state to give our home manufacturers all possible opportunity to give employment to people in this state.

Yours very truly,

Mike Holm

SECRETARY OF STATE

Inc.
f-

July 8, 1935.

Gopher Stamp & Die Company,
Chicago Ave. & Custer St.,
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, all of the motor vehicle license plates required by the State during the year 1936, as called for in the specifications which accompanied the call for proposals dated May 27, 1935, at the prices and in accordance with your bid dated June 25, 1935.

These plates are to be manufactured of No. 24 U.S. gauge 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 to be made in the sub-basement of the State Capitol Building, St. Paul, 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 750,000 pairs of plates will be required during the year, consisting of Series A,B,C,D,S,T,X,Y,Z, price per plate $.0449. Motorcycle, Duplicate and In Transit Plates, price per plate $.05 each. Tax Exempt and No Vehicle Tax Plates - price per plate $.06 each.

Approximate amount of your contract $66,000

We enclose herewith contract and bond covering the above award. Will you kindly sign all three copies of the contract and have the bond executed, <u>RETURNING ALL COPIES TO THIS DEPARTMENT FOR COMPLETION HERE</u>. One copy will then be returned to you for your files. Be sure to notify your bonding company that all copies must be returned as some companies otherwise will retain a copy.

Yours very truly,

COMMISSION OF ADMINISTRATION & FINANCE

C. E. Erickson.

Commissioner of Purchases

CHEch
C.C. - Hon. Mike Holm, Secretary of State.

S T A M P I N G S

GOPHER STAMP & DIE CO.
Embossed
Metal Signs And Markers
For
STREETS-HIGHWAYS-RAILROADS
LICENSE PLATES OF ALL KINDS

E N A M E L I N G

Chicago Ave. & Custer St.

St. Paul, Minn.
June 25, 1935

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

Dear Sir:

The undersigned propose and agree to furnish, in strict accordance with specifications, Motor Vehicle License Plates as required by the State of Minnesota for the year 1936, at prices as follows:

Series A, B, C, D, S. T, X, Y, Z	@ . . .	.0449 . . . each
Motor Cycle Plates	@ . . .	.05 . . . . each
Tax Exempt Plates	@ . . .	.06 . . . . each
Duplicate Plates	@ . . .	.05 . . . . each
In Transit Plates	@ . . .	.05 . . . . each
No Vehicle Tax Plates	@ . . .	.06 . . . . 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 the 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:

Size	Weight
7" Tags	7 oz. Per Pair
9" Tags	9 oz. " "

All Agreements Are Contingent Upon Strikes, Accidents Or Other Delay Unavoidable Or Beyond Our Control. Stenographical And Clerical Errors Subject To Correction

S T A M P I N G S

GOPHER STAMP & DIE CO.
Embossed
Metal Signs And Markers
For
STREETS-HIGHWAYS-RAILROADS
LICENSE PLATES OF ALL KINDS

E N A M E L I N G

Chicago Ave.&Custer St. St. Paul, Minn.

Size	Weight
10½" Tags	11 oz. Per Pair
12 7/8" Tags	13½ oz. " "
14" Tags	15 oz. " "

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.

Respectfully submitted,

GOPHER STAMP & DIE CO.

Chas. J. Sersen

Chas. J. Sersen
Vice President & Treasurer

CJS:O
Enc.

[illegible]

[illegible]

Approximately [illegible] series "[illegible]" automobile plates numbered consecutively from 1 [illegible]

Definite order [illegible] will be given when manufacturer is ready to begin work.

500 pairs of series "A" duplicate plates numbered consecutively from 1 to 500. 1,500 pairs of series "B" duplicate plates numbered consecutively from 1 to 1500. [illegible] pairs of series "C" duplicate plates numbered consecutively from 1 to [illegible]. 500 pairs of series "[illegible]" duplicate plates numbered consecutively from 1 to 500. 15 single motorcycle duplicate plates numbered consecutively from 1 to 15. 50 single "X" duplicate plates numbered consecutively from 1 to 50. 15 single "[illegible]" duplicate plates numbered consecutively from 1 to 15. 25 single "[illegible]" duplicate plates numbered consecutively from 1 to 25. 15 single "[illegible]" duplicate plates numbered consecutively from 1 to 15. 5 single "[illegible]" duplicate plates numbered consecutively from 1 to 5. 5 pairs of series "[illegible]" duplicate plates numbered consecutively from 1 to 5. 20 pairs of series "T" duplicate plates numbered consecutively from 1 to 20. 5 pairs of series "TT" duplicate plates numbered consecutively from 1 to 5.

All of the above must be delivered on or before November 1, 1933. There will be required:

Approximately 50,000 pairs of series "A" automobile plates numbered consecutively from 1 to 50,000. Definite order will be given when manufacturer is ready to begin work.

475,000 pairs of series "B" automobile plates numbered consecutively from 1 to 475,000.

All of the series "A" and all of the series "B" shall be delivered not later than [illegible] secretary of state [illegible]

[illegible] in such quantity [illegible] contract, [illegible] delivered [illegible] ten days' notice [illegible] again until [illegible] price, shall [illegible] and forfeit letter and/or with a [illegible] under a renewal in place of [illegible]

Every bidder will be required to [illegible] is the owner or lessee of a suitable manufacturing plant [illegible] with suitable machinery for the manufacture [illegible] plates, and capable of turning out [illegible] 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 specifications, 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 specifications for fulfillment of the contract [illegible]

The commission reserves the right before awarding the contract to visit the factory in which it is proposed to manufacture the plates herein required and investigate the facilities and equipment of such plant and [illegible] that the bidder will be able [illegible] to comply with the terms of the contract, and the right is reserved [illegible] to the commission to reject any and all bids.

[illegible]

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