

State of Minnesota
Department of Administration

State Capitol, St. Paul

F. R. CHAILQUIST
ASSISTANT COMMISSIONER
JULIAN O. SLETTEN
DIRECTOR OF PUBLIC PROPERTY

ROLLIN G. JOHNSON
COMMISSIONER
OF
ADMINISTRATION

M. S. COOPER
DIRECTOR OF PURCHASES
GEORGE F. ETZELL
STATE PRINTER



August 18th, 1943.

Hon. Mike Holm,
Secretary of State,
Building.

Dear Sir:

We enclose herewith for your files executed copy of contract and bond No. 2358 between the State of Minnesota and Gopher Stamp and Die Company covering Standard Requirement Price Contract for Motor Vehicle License Plates for the year 1944.

Yours very truly,

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
M. S. COOPER, DIRECTOR OF
PURCHASES

BY

N. T. Waldor
N. T. WALDOR
ASST. DIRECTOR OF PURCHASES

N.T.W.
dhm
Enc: 1

9417

Charge to the account of

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
OVERNIGHT TELEGRAM	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

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

WESTERN UNION

1206-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

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

MA164 24/22--STOUX FALLS SDAK 11 1056A

MARCUS J ROGERS
317 COMMERCE BLDG --

1943 Aug 11 AM 11 25

YOU MAY EXECUTE \$55604.57 CONTRACT BOND FOR GOPHER STAMP AND
DIE COMPANY TO THE STATE OF MINNESOTA COVERING FURNISHING OF
AUTOMOBILE PLATES

WESTERN SURETY CO DAN KIRBY PRES.

\$55604.57 PPC NO EX.

PD Form #20
May 1, 1942

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

Field Reqn. No. 237
P.D. Reqn. No. 5700
P.D. Contract No. 2353

STANDARD REQUIREMENT PRICE CONTRACT

Date and Parties THIS AGREEMENT, made this Saturday of August 1944, by and between the State of Minnesota, herein called the State, and Rehor Stamp and Die Company

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

a partnership consisting of _____

an individual trading as _____

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

Description of Bids WITNESSETH THAT, WHEREAS, Pursuant to due advertisement for bids by the State, acting through its Director of Purchases of the Department of Administration, said vendor has on the 23rd day of July 1944, submitted the lowest responsible signed bid meeting specifications, to furnish and deliver all the supplies 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 July 29th, 1944, to December 31st, 1944 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 July 29th, 1944 to December 31st, 1944, inclusive.

Estimated Amount The total estimated amount of this contract based on prices set forth in said schedule is \$55,004.07. 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. It is understood that the State shall be under no obligation for payment for any supplies or material except on the basis of said Purchase 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.

Unavoidable Circumstances The vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency, or other delays or circumstances which cannot be reasonably forecast or provided against.

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 a rejected shipment of supplies 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 amount ordered or rejected. The vendor shall be liable to the State of Minnesota for any excess cost occasioned by said 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 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 28th day of August, 1942.

HAS BEEN ENCUMBERED FOR THE OBLIGATION HEREOF AGAINST THE PREVIOUSLY UNENCUMBERED BALANCES OF THE PROPER APPROPRIATION AND ALLOTMENT.

CORPORATE SEAL 18 1943
STAFFORD KING, State Auditor,
By [Signature]
Authorized Signature

The foregoing contract was examined and approved as to form and execution this 15th day of Aug, 1942.
J. A. A. BURNOU IST,
Agency (Signature)
Assistant Secretary General

STATE OF MINNESOTA
DIVISION OF PURCHASES
M. S. COOPER, Director of Purchases

By [Signature]
Assistant Director of Purchases
(Title)

VENDOR
Copier Stamp and Die Company
(Name of Company)

By [Signature]
President
(Title)
By [Signature]
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.

August 5th, 1943.

Supply Contract Bond, Department of Administration
No. P.D.F. 25, for the full amount of the contract
shall be furnished by the vendor.

EXHIBIT A

STATE OF MINNESOTA
DIVISION OF PURCHASES

P. D. Req'n. No. 59700
P. D. Contract No. 2358

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	1,000	Dealers' Plates Definite order as to number of plates in each set will be given before manufacture of plates begins.		.0694		
	5	Motorcycle Dealers' Plates, single series		.0694		
	75	"In Transit" Plates Definite order will be given before manufacture of plates begins.		.0694		
	2,000	Motorcycle Plates, Single		.0694		
	100,000	Truck Plates Definite order will be given before manufacture of plates begins.		.0694		
	34,000	"2" Trailer Plates, Single Series		.0694		
	10	"2 1/2" Trailer Plates, Single Series		.0694		
	300	"2 1/2" Trailer Plates, Single Series		.0694		
	3,000	"2 1/2" Trailer Plates, Single Series		.0694		
	1,200	"2 1/2" Trailer Plates, Single Series		.0694		
	300	"12" Trailer Plates, Single Series		.0694		
	250	Series "C" Bus Plates		.0694		
	50	Series "B" Snowmobile Plates		.0694		
	10	"A" Duplicate Plates		.0694		
	2,000	Regular Series Duplicate Plates		.0694		

STATE OF MINNESOTA
DIVISION OF PURCHASES

P.D. Req'n. No. 53700
P.D. Contract No. 2353

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	100	Series "P" Duplicate Plates		.0694		
	500	Series "X" Duplicate Plates		.0694		
	10	Motorcycle Duplicate Plates, Single		.0694		
	20	"Z" Duplicate Plates, Single		.0694		
	5	"TZ" Duplicate Plates, Single		.0694		
	25	"XZ" Duplicate Plates, Single		.0694		
	25	"YZ" Duplicate Plates, Single		.0694		
	20	"YZ" Duplicate Plates, Single		.0694		
	5	Series "G" Duplicate Plates		.0694		
	200	Series "Y" Duplicate Plates		.0694		
	10	Series "YX" Duplicate Plates		.0694		
	5,000	"A" Automobile Plates Definite order will be given before manufacture of plates begins.		.0694		
	652,000	Regular Series Automobile Plates Blue Back or		.0694		
	652,000	Regular Series Automobile Plates Gray Back		.0694		
		"Tax Exempt" Plates		.0694		
		"No Tax" Plates		.0694		
		"Drive-away In Transit" Plates		.0694		

P. D. Form 21
 May 1, 1942

STATE OF MINNESOTA
 DIVISION OF PURCHASES

P.D. Req'n. No. 53700
 P.D. Contract No. 2359

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
		Definite order of "TAX EXEMPT", "NO TAX", and "DRIVE-AWAY IN TRANSIT" plates will be given when the manufacturer is ready to begin work.	.0694			
	Total 801,220	Approximate amount of your contract.				\$58,604.07
		All license plates described above are for the year 1944.				

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

Fifty-Five Thousand Six Hundred and Four Dollars & Sixty-seven cents ^{DOLLARS.}
\$55,604.67

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 **2358**, dated **Aug. 5, 1943** for furnishing **All of the Motor Vehicle License Plates** required by the State of **Minnesota** during the year **1944**.

in accordance with the specifications and requirements of the Division of Purchases, State of Minnesota, for the bid on said material received on **July 23, 1943**, 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 August 9th, 1943.

CONTRACTOR

Gopher Stamp and Die Company
Name of Company

By James M. Waters, President
Title

By Chas. Jensen, Secretary
Title

CORPORATE SEAL

(Surety,
Corporate
Seal)

Countersign for Surety Execution
Outside of State of Minnesota.

Resident Agent, State of Minnesota

WESTERN SURETY COMPANY
Surety

By Marcus J. Rogers
Attorney-in-fact
Marcus J. Rogers

Winkler
Secretary of State

B-46

POWER OF ATTORNEY P.A. 2275

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 *James R. Ruby* of the County of *Sioux Falls*, State of *South Dakota*, with limited authority, its true and lawful agent and attorney-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver on and in its behalf as surety, and its acts and deed, the following bonds and no others, provided the penalty does not exceed the amount designated:

- (A) An original bond required by statute for officers of Court to be provided and I
 - (B) TRUSTEE
 - (C) TRUSTEE } -in bankruptcy required
 - (D) ANY BOND (excluding Stay, Supersedeas or Open Penalty)
 - (E) Any other bond or indemnity (not included in clauses A, B, C & D) 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.
- | | | |
|---|--|-----------------|
| ADMINISTRATOR | | MAXIMUM PENALTY |
| EXECUTOR | | |
| GUARDIAN | | \$100,000.00 |
| CONSERVATOR | | |
| TRUSTEE | | \$ 50,000.00 |
| REFEREE IN PARTITION | | |
| RECEIVER—(excluding Receivers for benefit of creditors in lieu of Federal bankruptcy proceedings) | | \$ 50,000.00 |
| TRUSTEE } —in bankruptcy required | | \$ 50,000.00 |
| RECEIVER } in United States Court | | |
| ANY BOND (excluding Stay, Supersedeas or Open Penalty) | | \$ 10,000.00 |

NOT AN ORIGINAL

THIS COPY FOR

And the acknowledgment and execution of any such document by the said Attorney-in-Fact, shall be as binding upon said Company as fully and amply, to all intents and purposes 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 - 1946*

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. The President, any Vice-President, Secretary, any Assistant Secretary, or 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 15th day of February, 1943.

THIS COPY FOR
L. D. Lindley
FILING PURPOSES ONLY

WESTERN SURETY COMPANY,
By *James R. Ruby*
President and General Manager

POWER OF ATTORNEY

B-40

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss. Known All Men by These Presents:

On this 9th day of August A. D. 1943, before me, a Notary Public, in and for said County, personally appeared Marcus J. Rogers, to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of the WESTERN SURETY COMPANY, a corporation of South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the 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 at Saint Paul, Minnesota, the day and year last above written.

My Commission expires _____
MAXINE A. TETSCHER
Notary Public in and for the County of Ramsey, State of Minnesota

ANY BOND (excluding Gov. Subscribers or Open Penalties)
RECEIVER in United States Court
TRUSTEE in bankruptcy required

And the acknowledgment and execution of any such document by the said Attorney-in-Fact, shall be as binding upon said Company as fully and amply to all intents and purposes 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 July 31 - 1944

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. The President and Vice-President, Secretary, and Assistant Secretary, or Treasurer and Assistant Treasurer, 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 and General Manager

President and General Manager
[Signature]

THIS COPY FOR
FILING PURPOSES ONLY
[Signature]

THIS COPY FOR

— JAMIGRO MATON —

