

State of Minnesota  
Department of Administration

EARL L. BERG  
ASSISTANT COMMISSIONER  
JULIAN O. SLETEN  
DIRECTOR OF PUBLIC PROPERTY

State Capitol, St. Paul 1  
THEODORE G. DRISCOLL  
COMMISSIONER  
OF  
ADMINISTRATION

M. S. COOPER  
DIRECTOR OF PURCHASES  
HERMAN A. MYER  
STATE PRINTER

April 29th, 1946.

Hon. Mike Holm,  
Secretary of State,  
Building.

Dear Sir:

We enclose herewith for your files Standard Requirement Price Contract No. 3009 between the State of Minnesota and Gopher Stamp and Die Company covering license plates for the State of Minnesota for the year 1947.

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

BY

*P. T. Peterson*

P. T. PETERSON  
ACT. DIRECTOR OF PURCHASES

9989

P.T.P.:

dhm

Enc: 1 copy price contract



STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES

Field Reqn. No. 131  
P.D. Reqn. No. 10010  
P.D. Contract No. 8000

STANDARD REQUIREMENT PRICE CONTRACT

Date and  
Parties

THIS AGREEMENT, made this 22nd day of April, 1946, by and between the State of Minnesota, herein called the State, and Gophor Stamp and Bio 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, Minnesota, herein called the vendor,

Descrip-  
tion 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 10th day of April, 1946, 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 April 10, 1946, to December 31, 1947, 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 April 10, 1946 to December 31, 1947, inclusive.

Estimated  
Amount

The total estimated amount of this contract based on prices set forth in said schedule is \$147,801.50. 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 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.

Unavoid-  
able  
Circum-  
stances

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.

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 April 19 46.

The foregoing agreement  
has been examined and approved as  
to form and execution this 26th  
day of April 1946.  
J. A. A. BURNQUIST  
Attorney General  
(CORPORATE SEAL)  
J. A. A. Burnquist, Attorney General

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

P. Peterson  
Acting Director of Purchases

(Title)

VENDOR

Gopher Stamp and Die Company

(Name of Company)

By

James M. Butters  
President

(Title)

By

Charles 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. 18040  
P.D. Contract No. 3009

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
		<b>MOTOR VEHICLE LICENSE PLATES FOR THE YEAR 1947</b>				
1	850,000	Pairs of Plates, (approximately) for 1947	pr.	.1694		144,090.00
2	45,000	Single Plates, (approximately, for 1947)	ea.	.0347		1,561.50
		There will be required approximately 850,000 pairs of plates and 45,000 single plates, the exact number cannot be given at this time.				
		Plates shall be made of 24 U. S. gauge (.023 thickness) Standard black steel, 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 15, 1946.				
	3,000	Dealers Plates	prs.			
		Definite order as to number of plates in each set to be given by registrar before manufacture of dealer's plates begins.				
	20	Motorcycle Dealer's Plates	ea.			
	1,500	"In Transit" Plates	ea.			
		Definite order for "In Transit" plates will be given before manufacture of plates begins.				
	3,000	Motorcycle Plates	ea.			
	120,000	Truck Plates	pr.			
		Definite order will be given when manufacturer is ready to begin work.				
	28,000	"2" Trailer Plates	ea.			
	.15	"P2" Trailer Plates	ea.			
	1,700	"T2" Trailer Plates	ea.			

STATE OF MINNESOTA  
DIVISION OF PURCHASESP.D. Req'n. No. 1A040P.D. Contract No. 5009

## PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	4,500	"KZ" Trailer Plates	ea.			
	2,400	"YZ" Trailer Plates	ea.			
	900	"IZ" Trailer Plates	ea.			
	400	"G" Series Bus Plates	pr.			
	50	"G" Series Snowmobile Plates	pr.			
		Definite order of "Tax Exempt", "No Tax", and "Drive-away in Transit" plates will be given when the manufacturer is ready to begin work.				
		"Tax Exempt"				
		"No Tax"				
		"Drive-away in Transit"				
	10	Series "A" Duplicate Plates	pr.			
	2,000	Regular Series Duplicate Plates	pr.			
	300	Series "T" Duplicate Plates	pr.			
	700	Series "X" Duplicate Plates	pr.			
	25	Motorcycle Duplicate Plates	ea.			
	25	"Z" Duplicate Plates	ea.			
	10	"TZ" Duplicate Plates	ea.			
	25	"IZ" Duplicate Plates	ea.			
	75	"YZ" Duplicate Plates	ea.			
	25	"IZ" Duplicate Plates	ea.			
	5	Series "G" Duplicate Plates	pr.			
	300	Series "Y" Duplicate Plates	pr.			
	10	Series "IX" Duplicate Plates	pr.			
	3,000	Series "A" Automobile Plates	pr.			
		Definite order will be given when manufacturer is ready to begin work.				

STATE OF MINNESOTA  
DIVISION OF PURCHASES

P.D. Req'n. No. 20000  
P.D. Contract No. 5000

PRICE CONTRACT SCHEDULE

Item	Estimated Amounts	Description and Specification	Unit	Unit Price	Discount	Total Price
	650,000	<p>Regular Series Automobile Plates</p> <p>ALL PLATES TO BE MADE AS PER SPECIFICATIONS FOR MOTOR VEHICLE NUMBER PLATES</p> <p><u>GUARANTEED DELIVERY DATE as per specifications</u></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>	pr.			



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 Forty Seven Thousand Eight Hundred One and 50/100. . . DOLLARS.

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 3009, dated April 22, 1946 for furnishing all of the Motor Vehicle License Plates required by the State of Minnesota during the year 1947

in accordance with the specifications and requirements of the Division of Purchases, State of Minnesota, for the bid on said material received on April 10, 1946, 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 April 22nd, 1946.

CONTRACTOR

(CORPORATE SEAL)

(Surety,  
Corporate  
Seal)

Countersign for Surety Execution  
Outside of State of Minnesota.

Resident Agent, State of Minnesota.

Gopher Stamp and Die Company

Name of Company

By James M. Batz

President  
Title

By Chas. Jensen

Secretary  
Title

WESTERN SURETY COMPANY

Surety

By Genevieve A. Rogers

Attorney-in-fact

# 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,

with and entered into a contract with and appointed **Marcus J. Rogers** of **Genevieve A. Rogers** of **Minnesota** in the city of **Saint Paul** County of **Ramsey** State of **Minnesota** with limited authority, its true and lawful agent and attorney-in-fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as surety and its acts and deed, the following bonds and no others, provided the penalty does not exceed the amount designated in the bond.

(A) An original bond required by statute or decree of Court, for and on behalf of the said **Marcus J. Rogers** and **Genevieve A. Rogers** in the sum of **\$100,000.00** MAXIMUM PENALTY.

ADMINISTRATOR  
EXECUTOR  
GUARDIAN  
CONSERVATOR

(B) **TRUSTEE**  
**REFEREE IN PARTITION**  
**RECEIVER**—(excluding Receivers for benefit of creditors in  
lien of Federal bankruptcy proceedings)

\$ 50,000.00

(C) **TRUSTEE** { —in bankruptcy required  
**RECEIVER** { in United States Court

\$ 50,000.00

(D) **ANY BOND** (excluding Stay, Supersedeas or Open Penalty)

\$ 10,000.00

(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.

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 31st, 1945**

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.

WESTERN SURETY COMPANY,

THIS COPY FOR  
**Martha Andrews**  
FILING PURPOSES ONLY

By **Dan Kirby**  
President and General Manager

— NOT AN ORIGINAL —

— NOT AN ORIGINAL —



STATE OF MINNESOTA

COUNTY OF RAMSEY

On this 22nd day of April A. D. 1946

personally appeared Genevieve A. 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 he has authority to sign said instrument without affixing the corporate seal 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 this 22nd day of April, A. D. 1946, at Saint Paul, Minnesota.

the day and year last above written.

ADMINISTRATOR  
EXECUTOR  
GUARDIAN  
CONSERVATOR

Maxine A. Tetsche

My Commission expires 25.00.00 \$ 25.00.00

MAXINE A. TETSCHER  
Notary Public, Ramsey County, Minn.  
My commission expires Jan. 25, 1950.

ANY BOND (excluding State Subscribers or Open Penalties) 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 Saint Paul, South Dakota. And the acknowledgment and presentation 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 1st, 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 and 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 its corporate seal placed hereon this 22nd day of April, 1946.

WESTERN SURETY COMPANY

By Don Kirby  
President and General Manager

THIS COPY FOR  
MAY 1st 1946  
FILING PURPOSES ONLY

CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 22nd day of April, 1946, before me personally appeared

James M. Waters and Chas. J. Sernon

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 Minnesota 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.

MAXINE A. TETSCHÉ  
Notary Public, Ramsey County, Minn.  
Notary Seal Expires Jan. 25, 1950.

Maxine A. Tetsche

The within bond and the sureties thereon approved and bond filed APR 24 1946 1946.

R. J. Peterson  
Acting  
Director of Purchases

Approved as to form and execution this 25th day of April, 1946.

J. A. G. Brumby  
ATTORNEY GENERAL, State of Minnesota

By MT Title Sp. and atty. gen.

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.

R-46

POWER OF ATTORNEY

Western Surety Company, 131 North Main Avenue, Sioux Falls, So. Dakota  
Full Name of Surety Company Home Office Address

Genevieve A. Rogers, Joseph A. Rogers Company, 317-318 Commerce Bldg., St. Paul,  
Name of Attorney-in-fact Name of Local Agency Address of Local Agency Minn.

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

DOMESTIC		DESIRED 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

MA 328 21/20 1 EXTRA -- SIOUX FALLS SDAK 23 1124 A

Genevieve A. Rogers

1946 Apr 23 Am 11 48

care Jos a Rogers Co 317 Commerce Bldg. StPl--

YOU MAY EXECUTE BOND FOR GOPHER STAMP AND DIE COMPANY TO  
STATE OF MINNESOTA IN AMOUNT NOT EXCEEDING \$150,000.

9989

WESTERN SURETY CO. DAN KIRBY PRESIDENT