

KNOW ALL MEN BY THESE PRESENTS, that we, the Automatic Vehicle Tag Company, a corporation organized under the laws of the state of Minnesota, as principal, and the Hartford Accident & Indemnity Company, a corporation authorized to act as sole surety upon all bonds required to be given by any law of the state of Minnesota, as surety, are held and firmly bound unto the state of Minnesota in the amount of \$200.00, for the payment of which well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this fifth day of July, 1922.

The condition of this obligation is such, that whereas the principal has this day duly entered into a contract with the state of Minnesota for the manufacture and delivery of a quantity of motorcycle license plates, which said contract is hereto attached and the regularity of the making whereof is hereby affirmed and declared.

NOW, THEREFORE, if the said principal shall faithfully carry out, perform and fulfill the terms of said contract in all particulars as therein required, then this obligation shall be void, but otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers under their respective seals the day and year first above written.

AUTOMATIC VEHICLE TAG COMPANY

In presence of:

[Signature]
JOE H. [Signature]
[Signature]
[Signature]

By Chas. Jensen
President
By W. G. Smith
Secretary

HARTFORD ACCIDENT & INDEMNITY CO.,

By Royal Balaly
Its attorney in fact

St. Paul, Minn.
July 5, 1922
The within bond is
hereby approved as to
form and execution.
[Signature]
Asst. Atty. Gen.

#2844

MEMORANDUM OF AGREEMENT, made and entered into this fifth day of July, 1922, by and between the Automatic Vehicle Tag Company, a corporation, hereinafter referred to as the company, and the State of Minnesota, hereinafter referred to as the state, witnesseth, that

WHEREAS, pursuant to the provisions of statute applicable thereto, the secretary of state has duly advertised for bids for the manufacture and delivery to the state of the certain motor cycle license plates in accordance with specifications therefor referred to in said advertisement, and pursuant to such advertisement the company submitted its bid for the manufacture and delivery of such plates, which bid has been accepted by the state printing commission, hereinafter referred to as the commission.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

The company agrees to manufacture, furnish and deliver to the state, at the automobile department in the state capitol in St. Paul, Minnesota, all of the motor cycle license plates called for by the attached specifications, at the prices and in accordance with the bid submitted by the company, which is hereto annexed and made a part of this memorandum, amended to include the two coats of enamel specified.

It is agreed that all of the motor cycle number plates shall be made of twenty-two U. S. gauge standard black steel. It is also expressly agreed that two coats of enamel besides that which makes the letters shall be used on all plates.

The color of the motor cycle number plates shall be pearl grey background with maroon letters. The colors shall be in shades approved by the Commission upon samples of plates presented.

It is further understood and agreed that all materials and workmanship shall be first-class and fully equal to samples submitted with the bid, and the commission, or its representative, at any and all times shall have the right and privilege of access to the company's plant for the purpose of observing the manufacture and ascertaining to its own satisfaction that the plates are being manufactured in strict compliance with the requirements of the specifications, and shall have the right to reject any material being used in the construction thereof which does not conform strictly to the requirements of such specifications, and shall have the right to reject any manufactured article which by reason of defective workmanship or otherwise does not in all respects comply with said specifications.

It is agreed, as recited in the specifications, that the time is of the essence of the contract for the manufacture and delivery of these plates, and if the company shall fail to make delivery of any specified quantity of plates within the time required by the specifications the state will be deemed to be damaged by such failure of delivery and the amount of such damage is 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; that is to say, for each day's delay, Sundays and holidays excepted, until such satisfactory delivery shall have been made of the plates herein contracted for, at the rate of one-fifth of one percent of the contract price, but not to exceed in all ten percent thereof, subject however, to the limitation that no such 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 company; but the question whether delays are due to these excepted causes shall be determined by the commission and its determination thereof shall be conclusively binding on both parties.

It is further understood and agreed that if the company shall fail in any respect to perform the contract, the state, at the option of the commission, may rescind and declare such contract 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 said articles or materials of the kind as nearly as practicable as the company shall fail to deliver as required, and the state may charge to, demand and recover from the company the difference between the price so paid therefor and the stipulated price of such article, and the amount of such difference shall be paid by the company to the state on demand.

It is further agreed that the state will pay to the company such specified price per plate stated in the bid submitted by the company and so hereto annexed for all plates required under the provisions of the contract.

It is estimated that the total contract price of all plates to be delivered under the terms of the contract is approximately \$200.00, and the company will furnish a bond to the state in that amount, conditioned for the faithful performance of the terms of the contract, such bond to be executed and delivered contemporaneously with the execution of this agreement.

IN WITNESS WHEREOF, the state has caused this agree-
ment to be executed in its behalf by the commission, and the
company has caused it to be signed in its behalf by its proper
officers the day and year first above written.

AUTOMATIC VEHICLE TAG COMPANY,

By W. G. Smith secy
President

and Chas. Jensen pres't
Secretary

In Presence of:

Joe H. Gieske

THE STATE OF MINNESOTA

By Wm. H. Foley
Secretary of State

and Amos
State Treasurer

and R. P. Chan
State Auditor
State Printing Commission

Approved James Markham
Asst. Atty. Genl.



AUTOMATIC VEHICLE TAG CO.

MANUFACTURERS OF

**AUTOMOBILE LICENSE TAGS
BRASS CHECKS, PLATES, LABELS, METAL SIGNS, ETC.
PUNCH PRESS WORK**

344-348 SOUTH ROBERT STREET
ST. PAUL, MINN.

June 30th, 1922.

Hon. Mike Holm,
Secretary of State,
St. Paul, Minn.

Dear Sir:

Pursuant to your specifications, we herewith submit bid for the manufacture of motor vehicle license plates for the State of Minnesota for the year 1923 as follows:

24 gauge, 1 coat job,	.1230	per pair
24 gauge, 2 coat "	.13	" "
22 gauge, 1 coat "	.135	" "
22 gauge, 2 coat "	.1425	" "
Motorcycle Plates 1 coat	.05	each
" " 2 coats	.06	each

This proposal is made strictly in accordance with your specifications and the prices are based on using either the Duplex or Two-in-one envelopes, samples of which we are submitting herewith.

We are enclosing certified check for \$1,000.00 as required.

Respectfully submitted,

AUTOMATIC VEHICLE TAG CO.,

By *Chas. Jensen* Sec'y

CJS:G

plates shall be prepared to withstand...
for a term of one year...
with his big samples of...
up sample plates...
character of the material...
the process of manufacturing...
plates.

All materials...
the contract shall be first-class...
with bid and shall be in every particular...
with these specifications.

All plates are to be...
to be backed or reinforced...
be a marked contrast between the...
the plate.

GENERAL DESIGN - All numerals...
shall be 1 1/2 inches wide...
shall be 4 inches high...
thousandths and...
a dash (-) 1/2 inch...
number and between the...
each side of...
between the...
end of the...

and $\frac{1}{8}$ inches wide of a $\frac{3}{8}$ of an inch stroke, set $\frac{3}{8}$ of an inch from the top margin of plate and of least $\frac{3}{8}$ of an inch from the first numeral to the right. At left end of the plate there shall be the number "1923" in figures 1 inch high, set $\frac{1}{8}$ inch above the lower margin of the plate and proportionately spaced to occupy the space below the series letters. At the right end of the plate there shall be the abbreviation "M I N N" with letters arranged in a vertical column reading from the top down, each letter being $\frac{13}{16}$ of an inch high and spaced so as to leave a $\frac{1}{8}$ inch space from the margin of the plate above, below and to the right and from the nearest numeral on the left. 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 inches from center to center. At the left end of the plate there shall be two holes, located $\frac{1}{8}$ inch from the end of the plate and 4 inches apart, measured vertically from center to center. Each of the 4 holes shall be $\frac{1}{2}$ of an inch in diameter. Half an inch below upper edge and proportionately spaced from ends of plate shall be two slots $\frac{1}{8}$ of an inch wide and $1\frac{1}{2}$ of an inch long running horizontally.

DESIGN OF MOTORCYCLE PLATE - The motorcycle plates shall be 3 inches wide and $7\frac{3}{4}$ inches long. Across the top end of the plate in letters $\frac{3}{4}$ of an inch high shall be the abbreviation "M I N N", across the bottom of the plate in figures $\frac{3}{4}$ of an inch high shall be the number "1923". The number of the plate shall be of figures 1 inch high and arranged in a column to read from top to bottom, spaced proportionately to occupy the space between the aforesaid "M I N N" and "1923". There shall be $\frac{1}{8}$ of an inch hole at each of the four corners of the plate just inside of the raised edge.

DESIGN OF DEALERS PLATE - The design of the dealers plates shall be the same as that of the automobile and truck plates in every particular except that in the space at the left end there shall be the number "1923" in figures $\frac{13}{16}$ of an inch high, arranged

vertically to wood from the top down and properly spaced before the first figure of the license number or dealer plates there shall also be the letter "P" 2 inches high, 1 1/2 inches wide and of a 1/4 inch stroke.

PACKING - All automobile and truck plates shall be packed in pairs together with proper packing, one pair of plates in each envelope. Envelopes shall be packed in cartons for delivery in numerical order. Envelopes shall be printed as directed by the secretary of state, and are to be numbered or penciled with the same number as the plates contained in said envelope. Envelopes must be approved by the commission. Motorcycle and trailer plates shall be packed in the same manner except that one plate only 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 resisting all claims of such patent right.

COLORS - The colors of the plates shall be directed by the commission.

DESCRIPTIONS - The automobile (series A, B) truck (Series T, X) trailer (series Y) and dealers number plates shall be in sizes

as follows: For 1 or 2 numerals 5 1/2 inches wide and 9 1/2 inches long

For 3 numerals 5 1/2 inches wide and 10 inches long

For 4 numerals 5 1/2 inches wide and 11 inches long

For 5 numerals 5 1/2 inches wide and 12 inches long

For 6 numerals 5 1/2 inches wide and 14 inches long

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.

QUANTITIES AND DELIVERIES - There will be required:

6,000 license plates divided into approximately 1,200 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 in each dealers set.

4,000 single motorcycle plates to be numbered consecutively from 1 to 4,000

25,000 pairs series "F" truck plates numbered consecutively from 1 to 25,000.

12,000 pairs series "X" truck plates numbered consecutively from 1 to 12,000.

1,000 single series "E" trailer plates numbered consecutively from 1 to 1000.

All of these must be delivered on or before December 15, 1922. There will be required:

165,000 pairs of series "A" automobile plates numbered consecutively from 1 to 165,000.

150,000 pairs of series "B" automobile plates numbered consecutively from 1 to 150,000.

One-half of series "A" and one-half of series "B" shall be delivered not later than December 1, 1922, and the remainder of series "A" and series "B" not later than December 24, 1922. All deliveries shall be made freight paid at the State Capitol at St. Paul, Minnesota, as directed by the Registrar and arranged in numerical order.

The Registrar shall have the right to order additional quantities of any of the above classes of plates at such times and in such quantities as he may require for use during the term of the contract, and the additional plates so required must be supplied and delivered from time to time after January 1, 1923 as required upon ten days notice.

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 specifications, and must enclose with and submit as a 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 in fulfillment of the contract so to be entered into.

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 to reject such bid unless satisfied that the bidder will be able promptly to comply with the terms of the proposed contract and the right is reserved generally to the commission to reject any and all bids.

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, a deduction shall be made from the contract price accordingly and the contractor will be provided 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 1/5 of 1% of the contract price, but not to exceed in all 30% 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 sum, 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 circumstances beyond the control of the contractor; but the question whether delays are due to the causes 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.

Specifications signed
June 10, 1922

2844

Mike Holm

Registrar of Motor Vehicles.