

KNOW ALL MEN BY THESE PRESENTS, that we, the Saint Paul Stamp Works, a ^{Partnership} corporation organized under the laws of the State of Minnesota, as principal, and the Continental Casualty 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 \$1,000 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 fifteenth day of June, 1925.

The condition of this obligation is such, that whereas the principal has this day duly entered into contract with the State of Minnesota for the manufacture and delivery of a quantity of chauffeur's badges, 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 written.

In presence of:

Mary Davis

B. Lenore Tallman
As to principal.

Mary Davis

B. Lenore Tallman
As to surety.

SAINT PAUL STAMP WORKS

By E. M. Mellgren
President Manager

By _____
Secretary

CONTINENTAL CASUALTY CO.

By Carl A. Bauer
Its attorney in fact

8725

Stamp 25
Bauer
25

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Minnesota)
COUNTY OF Ramsey) SS

On this 15th day of June A.D., 1925, before me appeared E. M. Holleran, to me personally known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed, and the free act and deed of said co-partnership.

GEO. M. LONDON

GEO. M. LONDON,
Notary Public, Ramsey County, Minn.
My Commission Expires Jan. 3, 1930.

Notary Public, _____ County
My commission expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Minnesota)
COUNTY OF _____) SS

On this _____ day of _____ A.D., 1925, personally appeared before me _____, to me personally known who being by me duly sworn, did depose and say; that he is _____ of _____ the corporation described in and which executed the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be free act and deed of said corporation.

Notary Public, _____ County
My commission expires _____

COMPANY ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Ramsey) SS

On this 15th day of June A.D. 1925, personally appeared before me Earl H. Sauer to me personally known who being by me duly sworn, did depose and say; that he is Attorney-in-fact of the Continental Casualty Company, the corporation described in and which executed the foregoing instrument, that seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Earl H. Sauer acknowledged said instrument to be the free act and deed of said corporation.

GEO. M. LONDON,
Notary Public, Ramsey County, Minn.
My Commission Expires Jan. 3, 1930.

GEO. M. LONDON

Notary Public, _____ County
My commission expires _____

MEMORANDUM OF AGREEMENT, made and entered into this fifteenth day of June, 1925, by and between the Saint Paul Stamp Works, a ^{partnership} ~~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 called for bids for the manufacture and delivery to the state of the certain chauffeur's badges in accordance with specifications therefor referred to in said call, and pursuant to such call the company submitted its bid for the manufacture and delivery of such badges, which bid has been accepted by the secretary of state.

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 Saint Paul, Minnesota, all the chauffeur's badges called for by the attached specifications at the price and in accordance with the bid submitted by the company for such badges, which bid is hereto annexed and made a part of this memorandum.

It is expressly agreed that the design of all the chauffeur's badges shall be like the design submitted by the company, accepted by the secretary of state and attached hereto. It is also expressly agreed that all the chauffeur's badges shall be of metal the same as that in the attached sample, equal to it in workmanship, finish, weight, and strength. The color of enamel to be used in the depressed numbers shall be red.

It is further understood and agreed that in addition to these particulars, the company shall be bound by all the conditions of the specifications that accompanied the call for proposals for these chauffeur's badges and which specifications are attached to and made a part of this contract.

It is further understood and agreed that the secretary of state or his representative at any and all times shall have the right and privilege of access to the company's plant for the pur-

pose of observing and ascertaining to his own satisfaction that the badges 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 badges, and if the company shall fail to make delivery of any specified quantity of badges 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 badges herein contracted for, at the rate of one-fifth of one per cent of the contract price of such badges, delivery of which is so delayed but not to exceed in all ten per cent 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 secretary of state 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 secretary of state and his 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 secretary of state, may rescind and declare such

contract null and void, and the secretary of state may purchase or procure such badges in such manner and from such person or persons as he 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 badge stated in the bid submitted by the company and so hereto annexed for all badges required under the provisions of the contract.

It is estimated that the total contract price of all badges to be delivered under the terms of the contract is approximately \$1,000, 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 agreement to be executed in its behalf by the secretary of state, and the company has caused it to be signed in its behalf by its proper officers the day and year first above written.

In presence of:

Mary Davis
Eul H. Sawyer

SAINT PAUL STAMP WORKS

By E. M. Mellgren
President/Manager

and _____
Secretary

THE STATE OF MINNESOTA

By _____
Secretary of State

CALL FOR PROPOSALS FOR

CHAUFFEURS' BADGES

In accordance with the requirements of Section 2712 U.S. 1923, notice is hereby given that sealed proposals will be received by the undersigned Secretary of State of the State of Minnesota for the furnishing of chauffeur's badges for the use of the state in carrying out during the year 1925 the provisions of the law relating to the licensing of chauffeurs. The proposals must be directed to the undersigned and deposited with him at the office of the Secretary of State in the Capitol at the City of St. Paul prior to the hour of 10 o'clock in the morning of the 15th day of June, 1925 at which time proposals will be opened and the contract awarded by the Secretary of State to the lowest and best bidder therefor, reserving the right to reject any and all bids submitted.

There will be required approximately fifteen thousand (15,000) badges. The exact number cannot be given, and bidders will specify a price per badge.

Each proposal must be accompanied by a certified check upon a state or national bank in the amount of one hundred fifty dollars, or such less amount as is equal to 10 per cent of the bid, payable to the state treasurer, the amount of such check to be forfeited to the state in case the successful bidder fails to enter into a contract and furnish bond within ten days after the award of the contract.

The successful bidder will be required to enter into a contract with the state for the manufacture and delivery of such badges, the form of such contract to be approved by the attorney general, and will be required to give a bond to the state with approved corporate surety in the amount of the contract price, conditioned upon the faithful performance of the contract.

SPECIFICATIONS - The badge shall be of metal and approximately one and one half ($1\frac{1}{2}$) inch in diameter with reinforced pin back. It

shall be engraved with the coat-of-arms of the State of Minnesota and the number "1926" to indicate the year. Each badge shall also bear a serial number to distinguish the licensee, stamped into the metal, and enameled in a color to be selected by the Secretary of State depending upon the finish. In addition to this design, and these numbers, there shall be the words LICENSED CHAUFFEUR-MINNESOTA. Aside from these particulars, the design shall be worked out and submitted by the bidder. Different designs may be submitted by the same bidder from which selection may be made.

In order that each may have a distinguishing number, the badges shall be numbered serially beginning with "1" and each badge shall be enclosed in a suitable envelope of good quality of paper having printed on the outside the number corresponding with the serial number of the badge. The badges shall be delivered in cartons and arranged in numerical order within the carton in such manner that they may be kept in order readily as they are being issued.

The materials and workmanship of the badges furnished under the contract shall be first class and fully equal to samples submitted with the bid and shall be guaranteed to last at least one year as used under ordinary conditions.

DELIVERIES - The first one thousand (1,000) badges shall be delivered not later than November 1, 1925 and the balance on or before December 1, 1925. Additional or duplicate badges shall be furnished after that date during the remainder of the year 1925 and throughout the year 1926 as the Secretary of State shall require and at the same price as the original order.

Whereas promptness in the delivery of additional and duplicate badges will be an important consideration, each bidder will state in his bid the minimum time in which such duplicates and additional badges can be furnished after the order is placed by the Secretary of State.

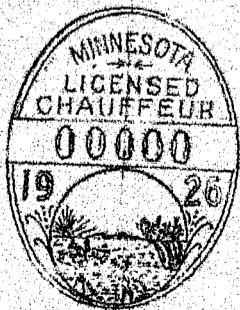
The contract will contain a provision that if the contractor shall fail in any respect to perform the contract the state, at the option of the Secretary of State, may rescind and

declare it null and void and the Secretary of State may purchase or procure such badges in such manner and from such persons or persons as he deems proper, pay such price therefor as may be necessary in order to procure such articles or materials of the kind as nearly as practicable as the contractor shall fail to deliver as required, and may charge to the amount 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.

Signed - MIKE HOLM
 Secretary of State

St. Paul, Minnesota

May 15, 1925.



*Please O.K.
as to shape and
and letter
arrangement*

St. Paul Stamp Works

RUBBER AND METALLIC

ESTABLISHED 1870

STAMPS

OLDEST IN THE NORTHWEST

E. M. MELLGREN, Manager

ST. PAUL, MINN.
June 13, 1925.

SPECIFICATIONS FOR FURNISHING CHAUFFEUR BADGES TO STATE OF MINNESOTA FOR YEAR 1926.

MATERIAL:

15,000 Chauffeur Badges size and style as per designs submitted. Badges to be embossed and to be heavily Nickel Plated, or, to be made of best quality Gilding Metal.

FINISH:

Badges to have a fine polished finish.

NUMBERS:

The numbers on the Badges to be depressed and to be filled with enamel. The numbers to run from 1 to 15,000 consecutively.

WORDING:

The wording on the Badges to be as on previous Badges excepting with change of year.

BACKS:

Backs of Badges to have a clear finish and to be equipped with substantial reinforced pin back.

WRAPPING:

Each Badge to be enclosed in a strong manilla envelope, the envelope to be numbered with the same number as the Badge inside.

PACKING:

All Badges to be packed in substantial boxes, 100 Badges in each box. One end of the box to show the correct numbers of all Badges contained therein.

DELIVERY:

The first one-thousand Badges to be delivered not later than November 1st, and the balance before December 1, 1925.

St. Paul Stamp Works

RUBBER AND METALLIC

ESTABLISHED 1870

STAMPS

OLDEST IN THE NORTHWEST

E. M. MELLGREN, Manager

-2-

ST. PAUL, MINN.
June 13, 1925.

SPECIFICATIONS Cont'd.

ADDITIONAL or
DUPLICATE BADGES:

To be furnished at the same price as on the original order. All duplicate Badges to be delivered within 24 hours after order is placed.

PRICE:

The price of the Badges using any design of the approximate suggested size either Nickel Plated or on Solid Gilding Metal, \$7.25 per hundred.

We assure promptness, first-class workmanship and careful attention to the numerical orders in which Badges are packed.

8725

8725

1526

STATE OF MINNESOTA
DEPARTMENT OF STATE

FILED

JUL 11 1925

W. A. Johnson
Secretary of State