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*** START OF THE PROJECT GUTENBERG EBOOK SENATE RESOLUTION 6; 41ST CONGRESS, 1ST SESSION ***

S. 6.

IN THE SENATE OF THE UNITED STATES.

March 5, 1869.

Mr. ANTHONY asked, and by unanimous consent obtained, leave to bring in the following bill; which was read twice, and ordered to be printed.

A BILL

To provide stationery for Congress and the several departments, and for other purposes.

- 1 *Be it enacted by the Senate and House of*
2 *Representatives*
3 *of the United States of America in Congress*
4 *assembled,*
5 That upon the passage of this act the heads of each of
6 the
7 executive and judicial departments at Washington,
8 District of
9 Columbia, shall immediately cause estimates to be
10 made of
11 the amount of stationery and other articles which will
12 be
13 required by them for the ensuing year, which are now
14 furnished
15 as stationery or under stationery contracts, and
16 forward
17 the same to the Congressional Printer, who shall
18 immediately
19 issue proposals for such articles and stationery and
20 make

11 purchases of the same, in the manner and under the
regulations
12 provided for in this act.

1 SEC. 2. *And be it further enacted*, That the
Congressional
2 Printer shall, at the beginning of each session of
Congress,
3 submit to the Joint Committee on Public Printing
estimates
4 of the quantity of paper, of all descriptions, which
will, in his
5 opinion, be required for the public printing during the
ensuing
6 year; and also estimates of the quantity and articles
of
7 stationery required for each and all of the executive
and judicial
8 departments at Washington, and for the Senate and
House of
9 Representatives and the Congressional printing
office.

1 SEC. 3. *And be it further enacted*, That the heads
of
2 the several executive and judicial departments, and
the Secretary
3 of the Senate and Clerk of the House of
Representatives,
4 shall, on or before the twentieth day of November, in
5 each year, furnish, or cause to be furnished, to the
Congressional
6 Printer estimates of the articles and the quantity of
each
7 which will be required for their several departments
for the
8 year following.

1 SEC. 4. *And be it further enacted*, That the Joint
Committee
2 on Public Printing shall then fix upon standards of
3 paper for the different descriptions of public printing,
and for
4 all stationery and articles required, and the
Congressional
5 Printer shall, under their direction, advertise in two

newspapers
6 published in each of the cities of Boston, New York,
7 Philadelphia, Baltimore, Washington, and Cincinnati,
and in
8 any other city where in their judgment it may become
necessary,
9 for sealed proposals to furnish the government with
10 paper and all other articles of the quality and in the
quantities
11 specified in the advertisement, which shall specify
the
12 quantity and quality of all the articles required; and
he shall
13 furnish to the applicants samples of the standard
articles
14 which have been adopted.

1 SEC. 5. *And be it further enacted*, That the
advertisements
2 for sealed proposals shall specify the minimum
portion
3 of each article required for either three months, six
months,
4 or one year, as the Joint Committee on Public Printing
may
5 determine; but when the minimum portion so
specified exceeds
6 in any case one thousand reams of paper, the
advertisements
7 shall state that proposals will be received for one
8 thousand reams or more.

1 SEC. 6. *And be it further enacted*, That all sealed
proposals
2 to furnish any article shall be opened in the presence
3 of the Joint Committee on Printing, and the contracts
shall be
4 awarded by the committee to the lowest and best
bidder for
5 each article or class for the interest of the
government; but
6 they shall not consider any proposal which is not
accompanied
7 by satisfactory evidence that the person making it is a
manufacturer

8 or dealer in the articles which he proposes to furnish,
9 and the said joint committee shall, in their award of
each contract,
10 allow and designate a reasonable time for filling it.

1 SEC. 7. *And be it further enacted,* That no
contract
2 for furnishing paper or any other article shall be valid
until it
3 has been approved by said joint committee, (if made
under
4 their direction, or by the Secretary of the Interior, if
made
5 under his direction,) according to the provisions of
section
6 nine.

1 SEC. 8. *And be it further enacted,* That the
Congressional
2 Printer shall compare all articles delivered by any
contractor
3 with the standard of quality, and shall not accept any
4 article which does not conform to it; and in case of a
difference
5 of opinion between the Congressional Printer and any
6 contractor with respect to the quality of any article
furnished,
7 the matter of difference shall be determined by the
Joint Committee
8 on Printing, or in the recess of Congress by the
Secretary
9 of the Interior.

1 SEC. 9. *And be it further enacted,* That in default
of
2 any contractor to furnish the articles contracted for
at the
3 proper time, or of the proper quality or weight, the
Congressional
4 Printer shall report such default to the Joint
Committee
5 on Public Printing if Congress is in session, or to the
6 Secretary of the Interior if Congress is not in session;
and
7 he shall, under the direction of the Joint Committee
on

8 Public Printing, or of the Secretary of the Interior, as
the
9 case may be, enter into a new contract with the
lowest and
10 best bidder for the interest of the government among
those
11 whose proposals were rejected at the last opening of
bids, or
12 he shall advertise for new proposals, under the
regulations
13 concerning advertisements for proposals
hereinbefore stated;
14 and during the interval which may thus occur he
shall, under
15 the direction of the Joint Committee on Public
Printing, or
16 of the Secretary of the Interior, as above provided,
purchase
17 in open market, at the lowest market price, all such
articles
18 necessary for use.

1 SEC. 10. *And be it further enacted,* That in case of
any
2 contractor's default to comply with this contract he
and his
3 securities shall be charged with and held responsible
for any
4 increase of cost to the government in procuring the
supply
5 which may be consequent upon such default.

1 SEC. 11. *And be it further enacted,* That when any
2 such default occurs the Congressional Printer shall
report it,
3 with a full statement of all the facts in the case, to the
4 Solicitor of the Treasury, who shall prosecute the
defaulting
5 contractor and his securities upon their bond in the
circuit
6 court of the United States in the district in which
such
7 defaulting contractor resides.

1 SEC. 12. *And be it further enacted,* That the Joint
2 Committee on Public Printing, or during the recess of

Congress

3 the Secretary of the Interior, may authorize the
Congressional
4 Printer to make purchases in open market whenever,
5 in their opinion, the quantity required is so small, or the
6 want is so immediate, as not to justify advertisement
for proposals
7 and the award of a contract therefor.

1 SEC. 13. *And be it further enacted,* That the
Congressional
2 Printer shall charge himself in a book, to be kept for
3 that purpose, with all paper and other articles or
material
4 received for the public use, and he shall furnish the
same to
5 the foremen of printing and binding, and to the
officers of
6 the executive and judicial departments, and of the
Senate and
7 House of Representatives authorized to receive them,
on
8 their written requisitions as the public service may
require
9 them, taking a receipt from each officer for such
article, which
10 shall be entered to his credit; and accounts shall be
kept
11 with each department, and all articles delivered
charged to
12 them. And to carry out the provisions of this act the
13 Congressional Printer may employ one clerk of the
fourth class,
14 one of the second class, and one messenger, and shall
give an
15 additional bond of forty thousand dollars, and
receive, in
16 addition to his present salary, one thousand dollars.

1 SEC. 14. *And be it further enacted,* That from and
2 after the passage of this act it shall be unlawful to
make further
3 contracts or purchases or payment for any stationery
4 or article furnished as such, except under existing

contracts

5 and in accordance with the regulations hereinbefore
provided.

1 SEC. 15. *And be it further enacted*, That all acts
and

2 parts of acts inconsistent with the foregoing
provisions are

3 hereby repealed.

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