

Education-  
Purchase  
58825-1909  
C H S

FOR FILE

JUL 30 1909

58825-1909  
Carlisle 281

Contract for flour.

M. Friedman, Esq.,

Superintendent Carlisle Indian School,  
Carlisle, Penn.

Sir:

There is inclosed a copy of a letter received in this Office from the Paxton Flour & Feed Company, of Harrisburg, Pennsylvania, inquiring why they did not get the whole contract for flour, both spring and winter, pursuant to your recent advertisement.

Immediately on receipt of this letter please take the matter up with the company and explain the situation as it is.

Very respectfully,

*(Signed) John Francis, Jr.*

Acting Chief Clerk.

TM-29  
3527

Education-  
Purchase  
58825-1909  
C H S

Contract for flour.

JUL 30 1909

Paxton Flour & Feed Co.,  
Harrisburg, Pa.

FOR FILE

Gentlemen:

The contents of your letter of July 23, 1909, inquiring why you did not get the whole contract for both spring and winter wheat flour for the Carlisle School, have been referred to the Superintendent with instructions to take the matter up with you without delay.

Very respectfully,

*(Signed) J. H. Dortch,*

Chief Education Division.

TM-29  
3527

A-HARRISBURG F-CARLISLE  
B-BRIDGEPORT H-TRINDLE SPRING  
C-KERRSVILLE I-BROAD ST. BRANCH  
D-BOWMANSDALE J-PROGRESS

# Paxton Flour and Feed Co.

D. BAILEY BRANDT  
J. AUSTIN BRANDT

GENERAL STORAGE WAREHOUSE,  
CORNER SOUTH STREET AND PENNA. R. R.

OFFICE: STATE AND POPLAR STREETS

HARRISBURG, PA., July 23, 1909.



Commissioner of Indian Affairs,  
Washington, D. C.

Dear Sir:

As per enclosed printed circular signed by Mr. Friedman, which asks for a bid on 200,000 pounds of flour and we bid on Spring Wheat 4¢ per barrel higher than the other bidder and 22¢ per barrel lower on Winter Wheat Flour than the other bidder. Since there is a great deal more Winter Flour used than Spring Flour why did'nt we get the whole contract for flour both Spring and Winter <sup>for</sup> on the whole amount of flour we bid considerable lower than the other bidder?

Yours truly,

JAB-RH.

Paxton Flour & Feed Co.

A large, cursive handwritten signature that reads "J. Austin Brandt".

*E-4*  
*ask carbide*  
*to inform*

*RC*

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

Washington, D. C., JUL 22 1909, 19



Sir:

I have to advise you of the approval, by the proper authorities, of articles of agreement entered into between

*Supt Carlisle School, and yourself,*  
dated *June 22*, 190*9*, for *flour and beans,*

..... for the Indian Service, and  
to inclose copy of contract for your information.

Please acknowledge receipt.

*The check filed with your bid has this day been mailed to the Supt for delivery to you.*

Very respectfully,

*J. Woodcock*

Chief *Erection* Purchase Division.

*J. Austin Brant*  
*Hamisburg*  
*Pa.*

Address all communications to

"Commissioner of Indian Affairs,

Washington, D. C."

# PROPOSALS FOR NET BEEF, FLOUR, COAL, LUMBER AND MISCELLANEOUS SUPPLIES.

U. S. INDIAN SERVICE,

CARLISLE, PA., May 25, 1909.

Sealed proposals plainly marked on the outside of the sealed envelope, "PROPOSALS FOR SUPPLIES, ETC." and addressed to the undersigned at Carlisle, Pa., will be received at the Indian School until 2 o'clock p. m. of Wednesday, June 16, 1909, for furnishing and delivering at the school as required during the fiscal year ending June 30, 1910, about 3,000 lbs. bacon, 10,000 lbs. beans, 200,000 lbs. net beef and mutton, 150,000 lbs. feed, 200,000 lbs. flour, 30,000 lbs. oats, 8,000 lbs. rolled oats, 15,600 lbs. dried fruit, 2,600 tons coal, 103,800 ft. lumber, 100 bbls. cement, 2,000 bu. sand, 100 bu. lime, 1,200 electric lamps, 285 reams paper and other printing material, and a large quantity of other subsistence, shop, and miscellaneous supplies, etc., a full list and specifications thereof being obtainable at the school. Bidders must state specifically in their bids the price of each article to be offered under contract. All articles so offered will be subject to very rigid inspection and the right is reserved to reject any or all bids, or any part of any bid, if deemed for the best interests of the service. Each bid must be accompanied by a certified check or draft upon some United States depository or solvent national bank, made payable to the order of the Commissioner of Indian Affairs; for at least five per cent of the amount of the proposal, said check or draft to be forfeited to the United States in case any bidder receiving an award shall fail to execute promptly a satisfactory contract in accordance with the terms of his bid—otherwise to be returned to bidder. Bids accompanied by cash in lieu of certified check will not be considered.

M. FRIEDMAN, Superintendent.

# CONTRACT FOR GOODS OR SUPPLIES



This Agreement, made and entered into this 22 day of June, nine, by and between M. Friedman, Superintendent of Indian Affairs, Commissioner of Indian Affairs, for and on behalf of the UNITED STATES OF AMERICA, party of the first part, and

J. Austin Brandt, of Harrisburg, Pa.

part y of the second part, for himself, his heirs, executors, administrators, successors, and assigns—  
*Witnesseth:* That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said part y of the second part, for himself, his heirs, executors, administrators, successors, and assigns, hereby agree to to furnish and deliver in the Government warehouse (a), or such other place or places in the cit of CARLISLE, PA., as may be designated by the said party of the first part (b), at the as per schedule named in the schedule herunto annexed, to such agent of the United States as may be designated to receive the same, and within as per schedule days from the date hereof, in accordance with the terms of the advertisement of said party of the first part, dated May 25, 09, hereto attached, and which is made a part of this agreement, such of the articles named in the said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricker therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty five per cent in either case, of any of the goods or supplies than that specified in the said schedule, at the price or prices therein stated.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said part y of the second part, his heirs, executors, administrators, successors, or assigns, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule; payment to be made on presentation of proper papers at the Office of Indian Affairs, or by the several Indian agents, superintendents of schools, or other authorized persons as may be directed by the Commissioner of Indian Affairs. at CARLISLE, PA.

ARTICLE 4. That the part y of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

ARTICLE 5. That it is agreed by and between the parties hereto that in case of any failure of the part y of the second part to deliver the articles named in the annexed schedule when called upon to do so, the party of the first part, or his authorized agent or agents, shall have the right to purchase, or cause to be purchased, the same in open market, or otherwise, and to charge the difference in price or prices, if any, to the part y of the second part; and it is also agreed that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples, the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in place of those rejected. In case said part y of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase or cause to be purchased in open market, or otherwise, such goods or supplies as may be required to supply the deficiency. And the part y of the second part, and his sureties, shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed: *Provided*, That in the case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part, or his agents, to accept the article or articles offered, then the same may be received subject to the inspection and test of a competent inspector, to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at the price specified by said inspector.

SCHEDULE OF ARTICLES referred to in the foregoing contract between the Commissioner of the

and J. Austin Brandt, of Harrisburg, Pa.

QUANTITY.	ARTICLES.	PRICE.	TOTAL.
One Hundred Twenty (120,000) Thousand Lbs. )	Flour; Winter, wheat, best grade, per barrel at	5.60	\$3428.57
Seventy Thou- sand (70,000 Pounds )	Bran, Home or Spring as may be required by the party of the first part per 100 lbs. at	1.30	910.00
			<u>\$4338.57</u>
Four Thousand Three Hundred Thirty Eight and 57/100 Dollars.			
To be delivered at the Indian Industrial School, Carlisle, Pa., as may be required by the party of the first part, <del>said</del> during the fiscal year ending June 30, 1910.			
TOTAL.....			

