

January 31, 1972

Minutes of the special Board meeting called for 5:30 p. m. in the Library.

Members present: Howard V. Hummer, Diana Hunter, Selma Petty, John Wozniak and Rabbi Karl Weiner, Miss Mary Radmacher, Chief Librarian.

Also present: James W. Hammond and Thomas Beeby, of Hammond, Beeby and Associates; Robert Di Leonardi, the Board's counsel, and his assistant, Charles Hug.

Rabbi Weiner, president, explained that upon recommendation of legal counsel this special meeting was called to review once more what, according to the Board's judgment, was the lowest bid that fulfilled all of the requirements in the bidding procedure. He stated he has been the target of a good many attempts to indicate the right bidder had not been chosen. He asked Mr. Di Leonardi to present the whole story to the Board, which consists mostly of complaints from Weber, Hilmer and Johnson.

Mr. Di Leonardi explained he and Mr. Hug met with Mr. Hammond to examine and analyze all bids and to determine which met the specifications. The lowest responsible bidder from among those qualified was the Slater Company. Slater's bid was accepted and a motion was passed by the Board to award the contract to them at a special meeting held January 20, 1972.

On January 14 (after the bid opening on January 11) Weber, Hilmer and Johnson wrote Mr. Hammond stating they would supply Estey instead of Wilson Company materials without increasing their price. Following this, Mr. Glen Bernfield, attorney for Weber, Hilmer and Johnson contacted the President of the Board, the Librarian, the Attorney and the Architect referring to the bidder's letter of January 14 and on January 26 wrote Mr. Di Leonardi stating: "After the bid opening, it occurred to my client's representative, who was present, that in the rush and tension of preparing the bid, my client made a mistake in its bid form by showing the Wilson Company instead of the Estey Company as the subcontractor for the bookcases."

Mr. Di Leonardi stated in addition to not supplying Estey, Weber, Hilmer and Johnson failed to complete the following in the bid document: 1) certification of equal employment opportunity; 2) completion date; 3) progress schedule; and 4) the bid was unsigned and no corporate seal was affixed. A look at the Slater bid revealed they had omitted Estey and put down Reflector Hardware as the supplier of the shelving but they submitted with their bid a signed statement that they would supply Estey in lieu of Reflector Hardware by adding \$2500 to the base bid, making a total of \$429,237. Mr. De Leonardi stated the alternative would be to disqualify all bids and readvertise and accept new bids.

Mr. Hammond said he wanted the Board to know of the problem with Weber, Hilmer and Johnson Company and be aware of their complaint and the results.

Marshall Field Contract Division questioned whether or not Slater could provide guarantees on Eppinger and Steelcase equipment. Mr. Hug said the specifications state that the contractor and subcontractor must guarantee at least for a year, the materials they install and, as far as Steelcase and Eppinger are concerned, there will be a contract with the bidder to guarantee this.

When Mr. Di Leonardi advised the Board just to hold to its decision and award the contract, Rabbi Weiner asked that if this is done and we are sued, does this delay our building program? Mr. Di Leonardi said it would be foolish not to dispose of the law suit before going ahead with Slater. He said that his office has searched and finds there is so much Weber, Hilmer and Johnson omitted it is unlikely they will proceed with a law suit. He then read a letter received from that company's attorney, a copy of which is attached to the original minutes.

Motion was made by Mr. Hummer, seconded by Dr. Wozniak which, on roll call vote, carried unanimously.

Motion: That, on the advice of Counsel, the Board of the Skokie Public Library does not change its position in the awarding of the contract for furnishings.

Mr. Hammond stated that, if the Board's attorneys think it appropriate

to do so, Slater is asking if indication can be given they have been awarded the contract or a letter of intent written to them so they can start placing their orders. Mr. Di Leonardi said his office is drafting a contract which should be ready by the end of the week.

Rabbi Weiner announced this concluded the business of the meeting as it was called and at the regular meeting to be held February 9 there will be discussion on the position of the Lincolnwood Library Service.

Meeting adjourned at 6:30 p. m.


Selma Petty - Secretary

PANTER, NELSON & BERNFIELD

ATTORNEYS AT LAW

CONNECTICUT MUTUAL BUILDING

33 N. DEARBORN STREET-SUITE 2030

CHICAGO, ILLINOIS 60602

AREA CODE 312-DEARBORN 2-5060

IRWIN PANTER
MYRON E. NELSON (1911-1966)
GLEN R. BERNFIELD
MARSHALL D. KROLICK
FRANK R. COHEN
JERRY I. RUDMAN

OF COUNSEL
THOMAS E. SUCHER

January 26, 1972

DELIVERED BY HAND

Mr. Robert J. DiLeonardi, Attorney,
Board of Library Directors,
Skokie Public Library,
77 West Washington Street,
Chicago, Illinois 60602.

Dear Mr. DiLeonardi:

I represent Weber, Hilmer and Johnson, Inc., one of the bidders for the furnishings for the Skokie Public Library Expansion Program. It is our understanding that the Board of Library Directors has tentatively awarded the contract for these furnishings to The Slater Co. My client believes that the contract for these furnishings should have been awarded to it. At your request, this letter will set forth the facts and circumstances surrounding our bid.

The bids were opened on Tuesday afternoon, January 11th, 1972. At that time it appeared that my client was the lowest qualified bidder. After the bids were opened, The Slater Co. indicated that their bid substituted Reflector Hardware Co. as the subcontractor for the bookcase contract, but read a letter stating that they would furnish bookcases of the Estey Company, the subcontractor specified in the specifications, at a price of \$2,500.00 more than the price set forth in their bid form.

After the bid opening, it occurred to my client's representative, who was present, that in the rush and tension of preparing the bid, my client made a mistake in its bid form by showing the Wilson Company instead of the Estey Company as the subcontractor for the bookcases. He immediately called Mr. Hammond, the architect, but was advised that Mr. Hammond was out of town and would not be back until Thursday, January 13th. He called Mr. Hammond on January 13th and explained to him that

Mr. Robert J. DiLeonard, Attorney,
Page 2,
January 26, 1972.

a mistake had been made, and told him that we would, of course, supply the Estey bookcases at the identical price set forth in our bid. Mr. Hammond was quite understanding and advised my client to write a letter by January 17th setting forth the mistake and saying that he would take it up with the Board or its attorney. Although Mr. Hammond did not specifically commit himself, my client had the impression from this discussion that the letter would have the effect of rectifying the mistake. On January 14th, 1972 my client wrote to Mr. Hammond setting forth the facts and I attach a photostatic copy of our copy of this letter.

The following week my client called Mr. Hammond several times, but at each instance was referred to one of his associates who indicated he had no knowledge as to the status of the bid. On Friday, January 21st, Mr. Swiontek of our company went over to Mr. Hammond's office to determine the status of the bid. Mr. Hammond indicated that the Board was going to award the contract to The Slater Company. He stated that he should not have been encouraging to us and that the only thing we could do at that point was to talk to yourself, as the attorney for the Board of Library Directors.

I believe that my client is the lowest responsible bidder. My client can and will comply with all of the provisions of the Invitation for Bids. The showing of the Wilson Company on the bid form was not a substitution. It was a mistake which without any mention from the architect or anyone my client immediately rectified by its phone call and letter. Our rectification of the mistake does not in any way attempt to renegotiate our bid. It does not change the price or impose any other conditions to our bid. On the contrary, it shows that we can and will comply with the specifications set forth in the Invitations to Bid.

With regard to any formal omissions in our bid, it appears that the only item required by the specifications at the time of the submission of our bid is the non-collusive affidavit which we did submit. This non-collusive affidavit itself has the same effect as a signature to the bid, by stating

Mr. Robert J. DiLeonardi, Attorney,
Page 3,
January 26, 1972.

that the bid is genuine. Any information not given in the bid form such as completion date and progress schedule were intended to be given after a discussion with the architect as to the dates and days of the week delivery was desired so that we could best service the library. My client has been in business for over thirty years and frequently complies with these as well as other formalities after becoming the low bidder and before signing of the formal contract.

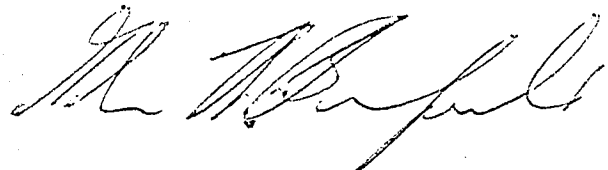
Based upon my understanding of the presentation of the bid of The Slater Co., they substituted Reflector Hardware Co. as the subcontractor of the library bookcases, although the Estey Company was required. Therefore, not only has The Slater Co. submitted a higher bid than my client, but they did not comply with the Invitation to Bid which sets forth various rules and procedures with respect to substitutions. It is also my understanding that the architect had informally advised the bidders that he would not accept any substitutions until after the bid had been awarded.

It is our opinion that our bid together with our letter evidences that we are the lowest responsible bidder complying with the Invitation for Bids. My client believes that those who support and pay taxes to the Skokie Public Library expect that bids will be awarded to the lowest bidder. Any award of the contract to a company other than my client will amount to the Skokie Library receiving the identical merchandise for a higher price. We believe that the bid would have been awarded to my client if all of the facts set forth herein had been discussed at the meeting of the Board of Library Directors. We, therefore, request that the Board now consider the facts set forth in this letter and reconsider its decision and award the contract to Weber, Hilmer and Johnson, Inc.

Very truly yours,

PANTER, NELSON & BERNFIELD

By:



GRB/z

complete office outfitters

contract institutional furnishings

WEBER
216 WEST

HILMER AND JOHNSON, INC.
ADAMS - CHICAGO, ILL. 60606 - AREA CODE 312 - 726 - 3763

January 14, 1972

Mr. James W. Hammond
Hammond Beeby and Associates
332 South Michigan Avenue
Chicago, Illinois 60604

Dear Mr. Hammond:

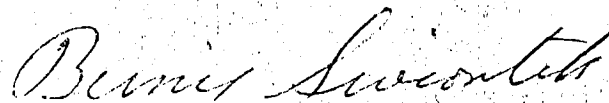
This letter is intended to emphaize once again our telephone conversation where I explained the confussion on our part regarding Addendum #1 as it pretained to the Estey Co. exclusive use in the specifications.

As I mentioned the use of Estey or the Wilson Co. material does not in any monetary way change our quotation. Having received quotations from both of the above manufacturers which were comparable, we in the rush and tension of completing our Bid entered the Wilson Co. name only.

Hoping that you will consider this in your future actions.

Sincerely,

WEBER, HILMER & JOHNSON, INC.


Bernie Swiontek
Sales Representative

Bs/eg