



**STANDARD TERMS AND CONDITIONS  
PUBLIC BUILDING COMMISSION PROFESSIONAL SERVICES AGREEMENT  
COMMUNITY HIRING CONSULTING SERVICES - PS1837**

**(Contract For Services Less Than \$25,000)**

This Contract is made and is dated June 21, 2010  
by and between:

**PBC:** Public Building Commission of Chicago  
50 West Washington  
Chicago, Illinois 60602 ("PBC") and

**Consultant:** Trinal, Inc.  
329 W. 18<sup>th</sup> Street, Suite 401  
Chicago, Illinois 60616

for the Services of: Scope of Services attached hereto  
as Exhibit A.

at the total lump sum price of:  
**\$ 20,000.00**

**Project:** Community Hiring Consulting  
Services

Public Building Commission of Chicago

By: *Erin Lavin Cabonargi*  
Erin Lavin Cabonargi

Title: Executive Director

Date: 7/12/10

Consultant: Trinal, Inc.

By: *ALICIA GARCIA-ABNER*

Title: *PRESIDENT*

Date: 7/8/10

**1. Performance Standard.** The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project.

The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

**2. Failure to Meet Performance Standards.** If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

**3. Compliance with Laws.** In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

**4. Time Is Of The Essence.** Time is of the essence for this Contract.

**5. Invoices.** Once each month, the Consultant will submit an invoice to the PBC for the portion of the Lump Sum Fee then earned for Services performed during the preceding month. Each invoice must include the Contract name and number and be supported with such reasonable details and data as the PBC may require.

**6. Compensation of Consultant.** The Commission shall pay the Consultant a Lump Sum Fee, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

**7. No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**8. Indemnity.** The Consultant shall defend, indemnify and hold the PBC and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection

**Community Hiring Consulting Services Professional Services Agreement – PS1837**

with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the PBC in defending any such claim.

**9. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

**10. Insurance.** The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC as an additional insured on a primary, non-contributory basis.

**11. Independent Contractor.** In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

**12. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

**13. Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

**14. Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

**15. Termination.** The PBC reserves the right to

terminate this Contract at any time by providing written notice to the Consultant.

**16. Notices.** All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

**18. Governing Law.** The laws of the State of Illinois shall govern this Contract.

**19. Choice Of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**20. Non-assignment.** The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**21. Headings.** Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

**22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**23. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

**24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

**25. Entire Agreement.** This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

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**Community Hiring Consulting Services Professional Services Agreement – PS1837**

**Exhibit A**

**PROPOSAL TO CREATE AND FIELD TEST A COMMUNITY RESIDENT EMPLOYMENT OVERSIGHT PROGRAM**

**DESCRIPTION OF SERVICES**

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**TRINAL, INC..**

**PROPOSAL TO CREATE AND FIELD TEST A COMMUNITY RESIDENT EMPLOYMENT OVERSIGHT PROGRAM FOR THE PUBLIC BUILDING COMMISSION (PBC)**

**TRINAL, INC. PROPOSES THE FOLLOWING SCOPE OF SERVICES:**

Trinal, Inc. shall:

1. **Develop a pilot program for the PBC**, which shall be entitled, the PBC Community Resident Employment Oversight Program (Program). Phase 1 of the Program shall entail the development of policies, procedures and methodologies whereby the PBC can identify and report on both the Commission's and the contractors' performance. Performance measures will be established to determine and quantify the program's objective, which is to monitor and report on contractors' compliance with the PBC Community Hiring Requirement.
2. **Test the Program components.** As the Program is being developed for acceptance by the PBC, Trinal, Inc. will field test the Program elements on up to four (4) PBC projects to be mutually agreed upon by the PBC and Trinal, Inc. and report the findings to the PBC in a mutually agreed upon reporting format. Testing will include but will not be limited to conducting job site visits and cross referencing of information provided by the PBC's general contractors on community hires and information provided by the PBC and reports generated by utilizing the PBC's software solution.
3. **Report testing results.** Trinal, Inc. will develop a template to report the status of community hires, as defined by the PBC. The template will indicate the information that should be obtained to adequately report on actual community hires on the project site. The template shall be utilized during the testing phase and information shall be gathered to report on the community hires. The findings reported to the PBC will be derived by validating data retrieved from the general contractors, their subcontractors, direct interviews with the identified community residents and the PBC's software solution and/or from other means, as applicable or necessary.

For the purposes of the pilot program, Trinal, Inc. will be assigned a mutually agreed upon number of PBC projects, but not to exceed four (4) PBC projects. It is the specific intention of this pilot program to ascertain the utility of reports and benefits obtained by the methodologies developed and implemented by Trinal, Inc. during the pilot program.

**Compensation**

Trinal, Inc. shall be compensated for performing the above-referenced services the lump sum amount of \$20,000 for a period not to exceed 90 days from the date of a signed executed contract and/or the date of the PBC-board meeting whereby approval of such contract was granted.

Services shall be performed up until the maximum compensation has been paid under this agreement, which is \$20,000.00. Any additional services or items requested beyond the contract amount, scope of services or termination date shall result in a change order, which is to be agreed upon by all authorizing parties prior to commencement or execution.

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**Public Building Commission of Chicago Professional Services Agreement – PS1837**

**Exhibit B**

**COMMUNITY HIRING CONSULTING SERVICES**

**COMPENSATION OF THE CONSULTANT**

**B.1 CONSULTANT'S FEE**

- B.1.1** The Commission shall pay the Consultant for the satisfactory performance of the Services a **Lump Sum Fee ("Fee")** of **\$20,000.00** for all work included in Exhibit A, inclusive of direct expenses. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendments constitute the Consultant's full fee for Services.
- B.1.2.** Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.
- B.1.3** Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.

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**Community Hiring Consulting Services Professional Services Agreement – PS1837**

**Exhibit C**

**COMMUNITY HIRING CONSULTING SERVICES**

**INSURANCE REQUIREMENTS**

**(INTENTIONALLY LEFT BLANK - See Attachment C)**

**Public Building Commission of Chicago Professional Services Agreement – PS1837**

**ATTACHMENT C  
COMMUNITY HIRING CONSULTING SERVICES  
INSURANCE REQUIREMENTS**

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**C.1. INSURANCE TO BE PROVIDED**

**C.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease

**C.1.2. Commercial General Liability**

Commercial General Liability insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission must be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**C.1.3. Automobile Liability**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission must be named as additional insured on a primary, non-contributory basis.

**C.2. ADDITIONAL REQUIREMENTS**

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, its' their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

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**Public Building Commission of Chicago Professional Services Agreement -- PS1837**

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

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**Public Building Commission of Chicago Professional Services Agreement – PS1837**

**Exhibit D**

**COMMUNITY HIRING CONSULTING SERVICES  
DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: LEGAL SERVICES  
Description of goods or services to be provided under Contract: PS 1837  
COMMUNITY HIRING CONSULTING SERVICES
2. Name of Contractor: TRIVAL, INC.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (Indicate whether paid or estimated)
<u>DR. EDWARDS</u>	<u>Goodsmith Gregory</u>	<u>ATTORNEY</u>	<u>DUR</u>
	<u>UNRUB LLP</u>		
	<u>150 S. WACKER DR</u>		
	<u>Suite 3150</u>		
	<u>CHICAGO, IL 60606</u>		

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: \_\_\_\_\_

**Public Building Commission of Chicago Professional Services Agreement -- PS1837**

4. The Contractor understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

*Alicia Garcia-Abner*  
Signature

7/8/10  
Date

Alicia Garcia-Abner  
Name (Type or Print)

President  
Title

Subscribed and sworn to before me

this 8<sup>th</sup> day of July 2010

*Malika Edwards*  
Notary Public

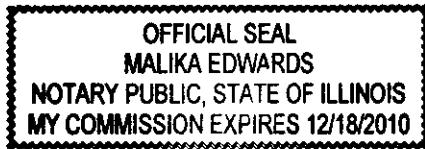


Exhibit E

**PUBLIC BUILDING COMMISSION PROFESSIONAL SERVICES AGREEMENT – PS1837  
COMMUNITY HIRING CONSULTING SERVICES – MWBE REPORT  
Contract For Services Less Than \$25,000**

**MBE/WBE Certifications**

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes       No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

State of Illinois - Department of Central Management Services   
Women's Business Development Center \_\_\_\_\_  
Chicago Minority Business Development Council   
City of Chicago   
County of Cook \_\_\_\_\_  
Metropolitan Water Reclamation District \_\_\_\_\_

Category:

MBE   
WBE

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

TRINAL, Inc.  
Company Name

7/8/10  
Date

ALICIA GARCIA-AGNER  
Print Name

  
Signature

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2010

**PRODUCER**  
GBG INC  
40 W 162nd St  
South Holland, IL 60473  
(708) 333-3378

**INSURED**  
Trinal, Inc.  
329 West 18th Street, Suite # 401  
Chicago, IL 60616

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Philadelphia Insurance	
INSURER B: Great American Insurance	
INSURER C: Technology Ins. Co.	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAC 549-56-44-05	02/28/10	02/28/11	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAC 549-56-44-05	02/28/10	02/28/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TWC3124947	02/28/10	02/28/11	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000				
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A E & O	OTHER	SG00899001-03	12/19/09	12/19/10	\$ 2,000,000
B	Bus. Contents	PAC 549-56-44-05	02/28/10	02/28/11	Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is an additional insured solely, as their interest relate to the named insured's operations.

*Wk 2/12/10*

CERTIFICATE HOLDER	CANCELLATION
Public Building Commission 50 W. Washington Street, #200 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Anthony Helton</i>



City of Chicago  
Richard M. Daley, Mayor

Office of Compliance

Anthony O. Boswell  
Executive Director

DePaul Center  
333 South State Street  
Chicago, Illinois 60604  
(312) 747-7778  
(312) 747-3920 (FAX)  
(312) 744-2204 (TTY)

<http://www.cityofchicago.org>

May 21, 2010

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell  
Executive Director





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

June 26, 2009

Alicia Garcia-Abner  
**Trinal, Inc.**  
329 W. 18<sup>th</sup> Street, Suite 401  
Chicago, IL 60616

**Annual Affidavit Certificate Expires:** August 1, 2010  
**Vendor Number:** 1059164

Dear Ms. Garcia-Abner:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Consulting Services: Project and Business Management; Community Outreach; Affirmative Action; Economic Development and Procurement Programs and Related IT Solutions**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/bc

**IL UCP HOST: City of Chicago**

