
CITY OF CHICAGO

RULES



MENTOR/PROTÉGÉ PROGRAM

UNDER 2-92-445, 2-92-535 and 2-92-740

LAST UPDATED: March 6, 2018

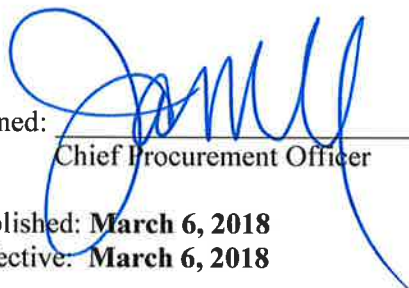


Mayor Rahm Emanuel

Chief Procurement Officer Jamie L. Rhee

BY AUTHORITY VESTED IN THE CHIEF PROCUREMENT OFFICER FOR THE DEPARTMENT OF PROCUREMENT SERVICES PURSUANT TO 2-92-445, 2-92-535, AND 2-92-740, THE FOLLOWING RULES REGARDING THE MENTOR/PROTÉGÉ PROGRAM ARE ADOPTED HEREIN.

By Order of the Commissioner:

Signed: 
Chief Procurement Officer

Date: 3/6/18

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Effective: **March 6, 2018**

1. These Rules pertain to the implementation of the City's Mentoring Program for MBEs and WBEs set forth in Section 2- 92-535 of the Municipal Code (the "Mentor/Protégé Program" or the "Program").
2. Section 2-92-535 provides for both participation credit and a bid preference for a prime contractor that meets the requirements below.

2.1 Participation Credit

- (a) In order to be eligible to earn additional participation credit towards the MBE/WBE goals on a contract under the Program, the following criteria must be met:
 - (i) The prime contractor enters into a mentoring agreement with an MBE or WBE firm on the contract; or
 - (ii) One or more of the prime contractor's subcontractors enters into a subcontractor-to-subcontractor mentoring agreement with an MBE or WBE firm on that contract; and
 - (iii) The MBEs or WBEs, or a combination thereof, that have entered into a mentoring agreement with the prime contractor or one of its subcontractors, as described in (a)(i) or (a)(ii) above (referred to as "protégés"), self-perform at least one (1) percent of the total value of the contract; and
 - (iv) The prime contractor complies with, as determined by the Chief Procurement Officer ("CPO"), the terms of the mentoring agreement.
- (b) If the criteria set forth in subsection (a) above are met, the prime contractor may be awarded an additional 0.5 percent participation credit for every one (1) percent of the value of the contract performed by MBE and/or WBE protégés. Participation credit shall be capped at a maximum of five (5) percent additional utilization credit.
- (c) If the protégé is being utilized on the contract as an MBE, the additional incentive credit shall apply only to the prime contractor's MBE utilization commitment for the contract.
- (d) If the protégé is being utilized on the contract as a WBE, the additional incentive credit shall apply only to the prime contractor's WBE utilization commitment for the contract.

2.2. Bid Preference

- (a) Unless otherwise prohibited in subsection (b) below, in addition to the participation credit set forth above, the CPO may allocate to a prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement a bid preference of one (1) percent of the contract base bid.
- (b) The bid preference does not apply if:
 1. prohibited by any federal, state or local law;
 2. the estimated value of the contract is less than \$100,000
 3. an emergency exists;
 4. for cooperative purchasing or cooperative construction contracts; or
 5. the CPO otherwise concludes that the allocation of a bid preference is not in the City's best interest.

The CPO reserves the right to decline to include or allocate the bid incentive pursuant to the authority granted in Section 2-92-535.



- (c) If a bidder is granted this preference, the bidder's total base bid will be reduced in the amount of the bid preference for bid evaluation purposes only. The bid preference does not apply to or otherwise pertain to the contract price if the bidder is awarded the contract.

Example: Assume that the apparent lowest responsive and responsible bidder does not qualify for the bid preference. Assume also that the second lowest responsive and responsible bidder does qualify for the bid preference because it has entered into a mentoring agreement with an MBE or WBE firm or one or more of its subcontractors entered into a subcontractor-to-subcontractor mentoring agreement with an MBE or WBE firm and the second bidder meets all other eligibility criteria. If the second lowest bidder's bid is within 1% of the lowest bid, determined by deducting 1% from the bid price of the bidder meeting the eligibility criteria, the second lowest bidder will be awarded the contract. The contract value of the awarded contract will not be reduced by the amount of the bid preference.

- (d) The CPO may require, at the time of bidding, prior to contract award, or during the term of the contract, such additional documentation as the CPO deems necessary to verify that a bidder qualifies, or continues to qualify, for the bid preference.

3. Compatibility of Bid Preference and Participation Credit. When applicable, the prime contractor may benefit from both the participation credit and bid preference. In the event that the bid preference does not apply, the prime contractor may still participate in the mentor/protégé program for participation credit.

4. Mentor Eligibility.

- (a) In order to qualify as a Mentor, the firm must demonstrate that it:

- (i) Understands that equal access for emerging minority and women businesses makes good sense and that partnerships with emerging businesses will enable growth for larger organizations;
- (ii) Possesses favorable financial health, including profitability for at least the last two years;
- (iii) Possesses good character and demonstrates that it is a City or state contractor in good standing;
- (iv) Does not appear on any local, state or federal list of debarred or suspended contractors; and
- (v) Can impart value to a protégé firm due to lessons learned and practical experience gained through its general knowledge of government contracting.

- (b) A Mentor may have one protégé at a time under the City's Mentor/Protégé Program; however, the City may authorize a firm to mentor more than one protégé at a time on a project if the firm can demonstrate that the additional mentor/protégé relationship will not adversely affect the development of either protégé firm.

- (c) Generally, the City encourages Mentors to have in place an existing MBE and/or WBE Program that provides for meaningful participation by MBE/WBE firms for work performed on projects other than government contracts. The Mentor-Protégé Program is likely to work best as a "next step" in an established MBE/WBE Program. Exceptions will be granted where a MBE or WBE firm can be developed to "fit" a specific corporate need or where corporate expertise can enhance a specific MBE or WBE requirement. Inclusion of a Mentor-Protégé Program as part of a corporate MBE and/or WBE plan should be deliberate, have a corporate benefit, and be fully supported by corporate management.

5. Protégé Eligibility.

- (a) In order to initially qualify as a protégé firm, a participant must:

- (i) Have a demonstrated need for participation in the Program;
- (ii) Have never received a contract with the City as a prime contractor (with the exception of participation in a joint venture). If the protégé firm has received a contract as a prime, the City may consider



accepting the firm as a protégé upon receipt of a clear plan showing the benefit of mentoring in a new area of expertise; and

(iii) Be certified by and in good standing in the City of Chicago or Cook County MBE/WBE program (e.g., firms that do not have termination, decertification or suspension proceedings against them, and are up to date with all reporting requirements).

(b) A City- or County-certified MBE or WBE subcontractor shall be presumptively eligible to participate in a total of three (3) mentor/protégé agreements over a 3 year period, but not more than one agreement per year. This limit may be increased where appropriate in the discretion of the Chief Procurement Officer.

(c) Any subcontractor that is being utilized by the prime contractor or subcontractor/mentor for over \$5,000,000.00 on a City contract is presumptively ineligible to participate in the mentor/protégé program on that contract. This limit may be increased where appropriate in the discretion of the Chief Procurement Officer.

(d) A protégé firm may have only one mentor at a time for any one project.

6. Procedures. A prime contractor intending to receive credit and/or a bid preference for participating in the Mentor/Protégé Program must so indicate on its Schedule D, and submit such Schedule D with its bid or proposal. The Schedule D must identify the contractor/mentor or, if applicable, the subcontractor/mentor and the intended protégé. A copy of the proposed mentoring program (as described in Section 7 below) executed by authorized representatives of both the mentor and protégé must be included with the bid or proposal as an attachment to the prime contractor's Schedule D. For qualifications-based procurements, a prime contractor/mentor or prime contractor with a subcontractor that seeks to enter into a subcontractor-to-subcontractor mentoring agreement intending to receive credit and/or a bid preference for mentoring must so indicate when it is required to submit its compliance plan and must submit the proposed mentor/protégé agreement with its compliance plan. The mentor/protégé agreement must be approved by the CPO as provided in Section 7 below in order to receive credit and/or a bid preference.

In the event a contractor is required to or seeks to revise its compliance plan during the term of the contract, the contractor may submit a proposed mentor/protégé with its revised compliance plan. Approval of a mentor/protégé agreement submitted with a revised compliance plan will be granted in the sole discretion of the CPO.

7. Mentoring Agreement.

(a) The Mentor and protégé firm must enter into a written agreement setting forth an assessment of the protégé's needs and a description of the assistance the Mentor commits to provide to the protégé to address those needs (e.g., management and/or technical assistance, loans and/or equity investments, cooperation on joint venture projects, or subcontracts under prime contracts being performed by the mentor) during the performance of a City contract.

(b) The agreement must also provide that the Mentor will provide such assistance to the protégé firm for the term of the contract between the Mentor and the City. A sample agreement is attached as Exhibit A.

(c) The mentoring agreement must be approved by the CPO and must be designed to develop the capacity of the specified MBE and/or WBE protégé firm(s) in becoming self-sufficient, competitive and profitable business enterprises.

(d) The agreement must stipulate the number of the Mentor's employees and protégé's employees involved and their time commitment for the term of the agreement in training and consultation in substantive business areas, including, without limitation: project controls, contract terms and conditions, invoice preparation, quality plan development, preparing and preserving project documentation, project safety, cash flow management, risk management as well as project-specific mentoring.

(e) The mentoring agreement must include a schedule for the mentoring sessions, including the time and location where such sessions will be held. The City recommends that for large projects, no fewer than two of the Mentor's employees and no fewer than two of the protégé's employees must commit to spend no fewer than



eight (8) hours per week during the term of the Project; for smaller projects, the parties should propose a reasonable allotment of time commensurate with the project size.

- (f) The CPO, or his/her designee, shall be permitted to attend any or all such mentoring sessions. The prime contractor and subcontractor mentor, if applicable, shall be responsible for advising the CPO, or his/her designee, of any changes to the schedule for the mentoring program. The Mentor and protégé are also required to notify the CPO of any changes to the schedule that arise.
- (g) The City also encourages participants to include a plan detailing how the Mentor will include the Protégé on both non-governmental projects as well as governmental projects during the term of the agreement.
- (h) The CPO or his/her designee shall determine, in his/her sole discretion, whether a proposed mentoring program is acceptable and eligible for additional participation credit and/or a bid preference.

8. Reports.

- (i) Quarterly affidavits. The prime contractor/mentor and, if applicable, subcontractor/mentor and the protégé shall each submit an affidavit regarding the mentoring program on a quarterly basis, with additional copies sent to the CPO. The respective affidavits shall be executed by authorized principals of the mentor and protégé, and shall state with specificity (including, without limitation, names, dates, hours and subject matter) the elements of the mentoring program that the mentor and protégé participated in during the applicable quarter.
- (ii) Annual reports. Both the mentor and the protégé must provide a narrative describing the successes resulting from the mentor/protégé relationship, and any other pertinent information. The annual report must include a list of the following:
 1. All technical and/or management assistance provided by Mentor
 2. All loans received from, or equity investments made by the Mentor
 3. All subcontracts awarded by the Mentor, and the value of each subcontract

(iii) Additional reporting may be required by the CPO throughout the duration of the mentor/protégé agreement.

- 9. Records. The prime contractor and its subcontractors are required to maintain records of compliance with the bid preference for a period of three years after the expiration of the contract. Access to records must be granted in accordance with Section 2-92-535.

Records of compliance that may be required include affidavits and other supporting documents demonstrating that the prime contractor has entered into a mentoring agreement or that the prime contractor's subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

10. Effect of Termination of a Mentor/Protégé Agreement.

(a) Voluntary Termination by the Mentor.

- (i) The Mentor may voluntarily terminate its agreement with the protégé if the Mentor no longer wishes to participate in the City's Mentor/Protégé Program as a Mentor to a protégé.
- (ii) The Mentor must notify the protégé and the City in writing at least 30 days prior to the termination date.
- (iii) If the Mentor voluntarily terminates its mentor/protégé agreement at any time during the agreement, the prime contractor will not be eligible for participation credit and must make good faith efforts to contract with MBE/WBE firms to make up the credit lost.
- (iv) If the Mentor voluntarily terminates a mentor/protégé agreement, and bid preference was taken into consideration in awarding a contract, the prime contractor shall be fined in an amount of three (3) times the bid preference allocated, unless the prime contractor can demonstrate that due to circumstances beyond its control, it for good cause was not able to maintain a mentoring agreement or its subcontractor



was unable to maintain a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract.

(b) Voluntary Termination by the Protégé.

- (i) Upon notice to the City, a protégé may voluntarily terminate its mentor/protégé agreement if the protégé no longer wishes to participate in the City's Mentor/Protégé Program as a protégé to a Mentor.
- (ii) The protégé must notify the Mentor and the City in writing at least 30 days prior to the termination date.
- (iii) If the protégé voluntarily terminates a mentor/protégé agreement, the Mentor may continue to be eligible for the credit that it would have received had the mentoring agreement been completed, and the Mentor will not be subject to the fine set forth in Section 12(a)(iv).

11. Failure to Meet Mentoring Commitments. In the event that the CPO determines that a prime contractor has failed to make good faith efforts to meet its mentoring commitments, in its own mentoring capacity or through the use of a subcontractor-to-subcontractor mentoring agreement, in its performance of its contract, pursuant to 2-92-445 and 2-92-740, the CPO may, in addition to denying the prime contractor participation credit and/or fining the prime contractor as set forth in Section 10 above, liquidated damages in the amount of the discrepancy between the amount of the commitment, as such amount may be amended through change orders or otherwise over the term of the contract, and the achieved amount may be assessed upon the prime contractor. The City may collect the liquidated damages by withholding the amount from the final payment to the prime contractor. The prime contractor shall be solely responsible for such liquidated damages, i.e., the prime contractor shall not withhold the liquidated damages amount from any payment due to the subcontractor mentor or the protégé firm. The CPO may elect not to impose liquidated damages if, in the CPO's sole discretion, the prime contractor/mentor's or, if applicable, subcontractor/mentor's failure to comply with its commitments to the mentoring program were due to circumstances beyond the reasonable control of the prime contractor/mentor or, if applicable, subcontractor/mentor. The City shall provide appropriate notice to the prime contractor of its intent to withhold the amounts described above, and provide the prime contractor/mentor and, if applicable, subcontractor/mentor with a reasonable opportunity to furnish evidence of its compliance with its commitment, or the circumstances beyond its reasonable control which resulted in the prime contractor/mentor's or, if applicable, subcontractor mentor's failure to comply with its commitment. Pursuant to 2-92-445 and 2-92-740, any liquidated damages collected by the City shall be utilized by the City solely for improving its MBE/WBE program.

12. Impact of Mentor/Protégé Agreement on Certification. It is the responsibility of the mentors and protégés to determine if entering into a Mentor Protégé agreement pursuant to 2-92-535 will affect its status with any other program, including, but not limited to, DBE certification.

13. Annual Evaluation. The City may conduct an Annual Evaluation of the Mentor-Protégé Relationship. If continuation of the agreement is recommended, the Chief Procurement Officer may grant his/her approval to continue the agreement to the Mentor and Protégé.



EXHIBIT A

Template Mentor/Protégé Agreement



Mentor/Protégé Agreement
between
ABC (Mentor)
and
XYZ (Protégé)

This Mentor/Protégé Agreement (“Agreement”) is between [_____] (“Mentor”), a [*description of vendor-including state of incorporation if applicable*] with its principal place of business at [*address*], and [_____] (“Protégé”), a [*description of vendor- including address and state of incorporation if applicable*] (collectively referred to as the “Parties”).

WHEREAS, Mentor is a corporation with a history of providing diversified services in [*Provide a brief description of the Mentor’s technical capabilities and contracting history, especially with the City of Chicago*]; and

WHEREAS, Protégé is a City of Chicago MBE/WBE Program participant performing under North American Industry Classification System (NAICS) codes [*include NAICS number and title*] specializing in providing [*provide a brief description of the proposed Protégé’s technical capabilities performing in its primary NAICS code*]; and

WHEREAS, the Parties wish to formalize the proposed mentor/protégé relationship between the Mentor and Protégé under the City of Chicago’s Mentor/Protégé Program established pursuant to Section 2-92-535 of the Municipal Code of Chicago (the “Program”); and

WHEREAS, the Parties agree that establishing a mentor/protégé relationship will enhance the capabilities of the Protégé and improve its ability to successfully compete for contracts consistent with the goals of the Program; and that this relationship will result in material benefits and developmental gains to foster the Protégé’s growth and development; and

WHEREAS, the Protégé certifies that it [*has or does not have*] another Mentor as stated in Paragraph 12(a) of this Agreement;

WHEREAS, the Protégé can significantly benefit from the business development assistance that the Mentor proposes to offer, and the Mentor is qualified to provide the material benefits, developmental gains, and assistance within the context of the City of Chicago’s Mentor/Protégé Program; and

WHEREAS, the Parties wish to carry out the goals of this Agreement and the Mentor proposes to provide such assistance as detailed below for at least one year.

NOW THEREFORE, consistent with the Parties goals and the requirements of the Program the Parties agree to the following:

1. Assessment of the **Protégé’s** Needs. As a MBE/WBE company seeking to develop a business base and infrastructure to successfully participate and graduate from the MBE/WBE Program as a viable company, the proposed Protégé requires assistance in the following areas [*The Protégé should identify each area of assistance needed and show how it will assist in meeting the business plan targets, goals and objectives*]:
 - a. Management and technical assistance (*incorporate the objective into the Agreement*)
 - b. Financial assistance (*incorporate the objective into the Agreement*)
 - c. Business development assistance (*incorporate the objective into the Agreement*)
 - d. Contracting assistance. (*incorporate the objective into the Agreement*)



- e. General and administrative assistance (*incorporate the objective into the Agreement*)
2. Assistance to be provided by the Mentor. The Mentor agrees to assist the Protégé to fully develop the assessed needs as described in Paragraph 1. [*Mentor must describe in detail (see below: a through e) - **HOW** it will provide the assessed needs of the Protégé, **WHO** (identify title) in the Mentor organization will assist the Protégé in meeting its goals and objectives, and **WHEN**].*
- a. Management and technical assistance.
 - i. *Assistance the Mentor will provide to meet the Protégé's needs described in Section 1a*
 - ii. *How will assistance be provided (i.e., seminars, webinars, on-site or off-site meetings, etc.)*
 - iii. *TIMELINE (i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
 - iv. *Who will assist the Protégé in these areas?*
 - b. Financial assistance.
 - i. *Assistance the Mentor will provide to meet the Protégé's needs described in Section 1b*
 - ii. *How will assistance be provided (i.e., seminars, webinars, on-site or off-site meetings, etc.)*
 - iii. *TIMELINE (i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
 - iv. *Who (name and title) will assist the Protégé in these areas?*
 - c. Business development assistance.
 - i. *Assistance the Mentor will provide to meet the Protégé's needs described in Section 1c*
 - ii. *How will assistance be provided (i.e., seminars, webinars, on-site or off-site meetings, etc.)*
 - iii. *TIMELINE (i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
 - iv. *Who (name and title) will assist the Protégé in these areas?*
 - d. Contracting assistance.
 - i. *Assistance the Mentor will provide to meet the Protégé's needs described in Section 1d*
 - ii. *How will assistance be provided (i.e., seminars, webinars, on-site or off-site meetings, etc.)*
 - iii. *TIMELINE (i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
 - iv. *Who (name and title) will assist the Protégé in these areas?*
 - e. General and administrative assistance.
 - i. *Assistance the Mentor will provide to meet the Protégé's needs described in Section 1e*
 - ii. *How will assistance be provided (i.e., seminars, webinars, on-site or off-site meetings, etc.)*
 - iii. *TIMELINE (i.e. weekly, bi-weekly, monthly, quarterly, etc.)*
 - iv. *Who (name and title) will assist the Protégé in these areas?*
3. Mentor/Protégé Reports. The Mentor and the Protégé shall prepare the following Mentor/Protégé reports required by the City and shall provide all additional reports and documentation the City requires.
- a. Quarterly Affidavits. Quarterly affidavits must be executed by the authorized representative of the Mentor and the Protégé and must include, at a minimum, the following:
 - i. The name of all instructional sessions and/or meetings held during the immediately preceding quarter;
 - ii. A detailed description of the objectives of each instructional session and/or meeting, the topics covered, and the names and titles of the presenters, if applicable;
 - iii. A list of all attendees at each instructional session and/or meeting;
 - iv. A summary of the impact on the Protégé after attendance at the instructional sessions and/or meetings;
 - v. A schedule for instructional sessions and/or meetings in the upcoming quarter, including the



- name and a detailed description of the topics to be covered at the sessions and/or meetings, the name and title of the instructor, if applicable, and the desired outcome of the training and/or meeting; and
- vi. A detailed explanation of any anticipated changes to the Agreement due to a reassessment of the Protégé's needs.
- b. Annual Reports. An annual report must be submitted to City that includes, at a minimum, the following:
- i. A detailed narrative describing the impact of the assistance provided by the Mentor on the Protégé.
 - ii. A summary of the instructional sessions and/or meetings offered during the year, including a detailed description the topics covered at the sessions and/or meetings, the instructors' names and titles for instructional sessions, the total number of attendees at each instructional session, and the names and titles of attendees at each meeting.
 - iii. A detailed description of any anticipated changes to the Agreement that are due to a reassessment of the Protégé's needs, if this Agreement is extended.
 - iv. A schedule of planned instructional sessions and/or meetings in the upcoming year, if this Agreement is extended.
 - v. All list of all loans received from, or equity investments made by the Mentor to the Protégé.
 - vi. All list of all subcontracts awarded by the Mentor to the Protégé, and the value of each subcontract.
4. Term of the Agreement. Mentor will provide the assistance described in Section 2 above to the Protégé for the term of the contract between the City of Chicago and the Mentor, Specification Number _____.
5. Mentor's Failure to Provide Mutually Agreed upon Assistance. Should the Mentor breach its agreement to provide mutually agreed-upon assistance to the Protégé as outlined in this Agreement, the Mentor understands that the City reserves the right to act on behalf of the Protégé and the integrity of the Program in one of the following ways:
- (1) The Mentor will be provided an opportunity to respond to non-compliance within 30 days of notice by the City;
 - (2) The City assumes the right to terminate the Mentor/Protégé Agreement;
 - (3) The Mentor could be ineligible to participate in the City's Mentor/Protégé Program for two (2) years;
 - (4) The City may not grant MBE/WBE credit allotted and may assess liquidated damages against the prime contractor as provided in the City's Program Rules;
 - (5) The City may fine the prime contractor in the amount of three times the bid preference granted to the prime contractor if a bid preference was applied to the prime contractor's bid from its or its subcontractor mentor's participation in the Program; and
 - (6) A finding that fraudulent misrepresentations were made regarding the agreement may constitute grounds for City-wide suspension or debarment.
6. Termination Clause. This Agreement may be terminated as follows:
- i. Voluntary Termination by the Mentor. The Mentor may voluntarily terminate this Agreement if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and the City in writing at least 30 days prior to the termination date.
 - ii. Voluntary Termination by the Protégé. The Protégé may voluntarily terminate this Agreement if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The Protégé shall notify the Mentor and the City in writing at least 30 days prior to the termination date.



- iii. Termination by the City. The City of Chicago may decide not to approve continuation of the Agreement if it finds that the Mentor has not provided the assistance set forth in the Agreement or that the assistance has not resulted in any material benefit or developmental gains to the Protégé.
 - iv. Other Termination Conditions. This Agreement will automatically terminate if the Protégé graduates, voluntarily withdraws, is terminated or completes its program term from the City of Chicago's MBE/WBE Program. However, termination of the Agreement does not impact contractual Agreements undertaken during the active stages of the Mentor/Protégé relationship. Therefore, contractual obligations must be satisfied in accordance with terms and conditions set forth in the contract.
7. Effect of Termination. Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to government prime contracts being performed with the Protégé. Likewise, termination of this Agreement shall not impair the obligations of the Protégé to perform its contractual obligations under any current contract or subcontracts between the Mentor and Protégé.
 8. Modifications. Modifications to this Agreement must be in writing and approved by the City.
 9. Notices and Points of Contact. The following individuals shall serve as the points of contact for administration of the Agreement and as such are authorized to receive all notices under this Agreement.

<u>Mentor</u>	<u>Protégé</u>
Name/Title	Name/Title
1234 Main Street	1234 Main Street
Suite XXX	Suite XXX
Chicago, Illinois Zip	Chicago, Illinois Zip
Telephone	Telephone
Fax	Fax
Email	Email

10. Status of the Parties. This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture agreement, partnership, or any other business or organization. Unless provided by the terms of another agreement consistent with the governing regulations, the Parties are and shall remain independent contractors.
11. Integrated Document. This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the subject matter of this Agreement.
12. Other Provisions not Previously Discussed in the Agreement (if applicable):
 - (a) Protégé does () does not () have another City approved Mentor/Protégé Agreement.
 - (b) Mentor is () is not () participating in any other formal Mentor-Protégé Programs governed by other agencies.
 - (c) Mentor does () does not () have another City approved Mentor-Protégé Agreement.
 - (d) Mentor shall annually certify that it continues to possess good character and a favorable financial position, if the Agreement is extended.

Subject to the approval of the City of Chicago's Administrator for the Program, this Agreement is entered into and effective as of the date of such approval. The Agreement is officially signed and executed by officials duly authorized



to bind the named corporations this _____ day of _____, 20XX.

Signatory Name, Title (Mentor)

Signatory Name, Title (Protégé)

Date _____

Date _____

