

Mentor-Protégé Program Guide

January 2022

The purpose of the Regional Transit Authority's Mentor-Protégé Program aligns with guidelines put forth in Appendix D, Part 26¹. Federal guidelines outline the purpose of this program to specifically:

(A)

...to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms.

(B)

(1) Any Mentor-Protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the Mentor to the Protégé. The formal Mentor-Protégé Agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the Mentor for specific training and assistance to the Protégé through the life of the Agreement. Services provided by the Mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the Mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient

¹ Title 49: Transportation Part 26—Participation By Disadvantaged Business Enterprises In Department of Transportation Financial Assistance Programs; Appendix D to Part 26—Mentor-Protégé Program Guidelines

(A) The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms. To operate a Mentor-Protégé program, a recipient must obtain the approval of the concerned operating administration.

(B)(1) Any Mentor-Protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the Mentor to the Protégé. The formal Mentor-Protégé agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the Mentor for specific training and assistance to the Protégé through the life of the agreement. Services provided by the Mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the Mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient may establish a line item for the Mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the Protégé is working on the contract. The total individual contract figures accumulated over the life of the agreement shall not exceed the amount stipulated in the original Mentor/Protégé agreement.

(C) DBEs involved in a Mentor-Protégé agreement must be independent business entities, which meet the requirements for certification as defined in Subpart D of this Part. A Protégé firm must be certified *before* it begins participation in a Mentor-Protégé arrangement. If the recipient chooses to recognize Mentor/Protégé agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/subcontractor Mentor-Protégé agreement.

may establish a line item for the Mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the Protégé is working on the contract. The total individual contract figures accumulated over the life of the Agreement shall not exceed the amount stipulated in the original Mentor-Protégé Agreement.

(C)

DBEs involved in a Mentor-Protégé Agreement must be independent business entities which meet the requirements for certification as defined in [Subpart D](#) of this part. A Protégé firm must be certified *before* it begins participation in a Mentor-Protégé arrangement. If the recipient chooses to recognize Mentor-Protégé Agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/subcontractor Mentor-Protégé Agreement.

MENTOR-PROTÉGÉ PROGRAM

The RTA Mentor-Protégé Program (MPP) applies to federally funded projects and services under the management of the Regional Transit Authority (RTA). The Regional Transit Authority (RTA) Mentor-Protégé Program is intended to further the capability of disadvantaged business enterprise firms (DBEs) to participate in federal contracting and expand the agency's efforts to identify opportunities for DBEs. Another goal of the program is to improve the performance of RTA prime contractors and subcontractors, foster the establishment of long-term business relationships between DBEs and prime contractors, and increase the overall number of DBEs that participate in RTA contract and subcontract awards.

The objective of the RTA's Mentor-Protégé Program is to provide advice, assistance and training to regional DBE Protégés that will improve firms' management and operating skills. A primary expectation is that the Mentor-Protégé Program will further the development of Disadvantaged Business Enterprises (DBEs), including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE Program, via the provision of training and assistance from other firms (Code of Federal Regulations, CFR, Part 26, Appendix D). The Mentor-Protégé Program can also further goals to provide additional methods of assistance to DBE firms that results in enhanced capacity and availability, and to support prime contractors in achieving DBE participation and meeting DBE participation goals on RTA projects. The Mentor-Protégé Program centers on development of *mutually beneficial* business relationships between prime contractors, consultants and DBE firms.

A formal RTA Mentor-Protégé arrangement exists only after two eligible firms establish an agreed upon Plan and Agreement, both approved by the RTA. An experienced company or individual is the Mentor and provides assistance and training to a DBE, or Protégé. All applications for the Mentor-Protégé Program will be reviewed on a case-by-case basis.

RTA Mentor-Protégé Program Goals

- Expand the agency's efforts to identify opportunities for DBEs
- Further the capability of disadvantaged business enterprise firms (DBEs) to participate in federal contracting
- Maximize and increase DBE firms' access to RTA federal contracting
- Establish available Mentors to provide developmental assistance to Protégé, DBE firms
- Provide advice, assistance and training to DBEs to enhance DBE's core capabilities
- Foster long-term business relationships between DBEs and prime contractors
- Improve the performance of RTA prime contractors and subcontractors
- Increase the overall number of DBEs that participate in RTA contracts and subcontracting awards

Benefits to Mentor

- Goodwill and corporate responsibility for supporting DBEs on federal contracting
- Long-term relationship with potential DBE subcontractors
- Develop innovative approaches and technology
- Potential Joint Venture and partnerships with DBEs

Benefits to Protégé

- Capacity, skill, and technical development for success in federal contracting opportunities
- Business growth, planning, and financial management exposure and guidance
- Long-term relationships with prime contractors
- Exposure to innovative approaches and professional growth
- Potential Joint Ventures and collaborative partnerships on federal contracting opportunities
- Develop strong business capabilities to compete and perform in federal government contracts

Program Definitions

The following definitions are intended to be consistent with those used in FTA, DOTD, Small Business Administration (SBA), and other federal procurement programs:

1. A Mentor is a prime contractor that elects to promote and develop Disadvantaged Business Enterprise (DBE) firms by providing developmental assistance designed to enhance the business success of the Protégé
2. A Protégé is a disadvantaged business that is the recipient of developmental assistance pursuant to a Mentor-Protégé arrangement

General Mentor-Protégé Program (MPP) Policy

1. The DBE Liaison Officer, the Director of Procurement, Deputy Chief Executive Officer of Infrastructure and Planning, and the Director of Grants will utilize the Mentor-Protégé Program to build the capacity of DBE firms to participate on major capital and infrastructure projects for the RTA as determined.
2. Mentors provide appropriate developmental assistance to enhance the capabilities of Protégés to perform as contractors and/or subcontractors.
3. Eligible business prime contractors (not under a suspension or debarment action and not in the Excluded Parties List System, EPLS, database) registered as Mentor firms may enter into arrangements with eligible Protégés.
4. Eligible DBE prime contractors (not under a suspension or debarment action and not in the EPLS database) capable of providing developmental assistance may act as Mentors.

5. Protégés must participate in the program as subcontractors under the Mentor's prime contract with the RTA. Proteges must perform a commercially useful function on the project.
6. Proteges must be selected from the pool of approved DBE firms for the Mentor Protégé Program. RTA must approve all Mentor-Protégé relationships.
7. The terms of Mentor-Protégé Program (MPP) arrangements must be for a minimum of 12 months and can be for up to thirty-six months based on the scope of work for the Protégé.
8. The RTA, Mentor and Protégé will execute a program MPP Agreement, and each party will identify the resources allocated to the MPP. The Agreement must be signed by authorized representatives of the Mentor, Protégé and the RTA. This Agreement will be binding on the parties.
9. The signed Agreement will guide and outline the goals and objectives of the MPP relationship, along with measurable statements of desired outcomes. The Agreement will identify the roles and responsibilities of the Mentor, the Protégé and the RTA. Also, review and target dates will be established. The signed MPP Agreement serves as the primary contract between the Mentor and the Protégé.
10. Prime contractors are reimbursed for services provided to Mentor firms.
11. Failure by a Prime to fulfill the terms of the MPP Agreement will be considered a material breach of contract.
12. A final program evaluation report will be submitted prior to the termination of the MPP Agreement and shall be developed with narratives from all parties including input/data regarding major accomplishments/challenges for the program.

Utilization of the Mentor-Protégé Program to Level the Playing Field for DBE Firms

The RTA will utilize the Mentor-Protégé Program as a mechanism for ensuring attainment of DBE goals on Design-Build, Construction Management At-Risk (CMAR), Public Private Partnership (P3), and P5 projects with operations and/or concessions agreements, as well as projects for specialized services where there is a lack of eligible DBE firms in the market as detailed in the Triennial Goal Setting process for the agency.² The DBE Liaison Officer, the Director of Procurement, Deputy Chief Executive Officer of Infrastructure and Planning, and the Director of Grants will determine if a project is eligible for participation in the program.

Participation in the Mentor-Protégé Program will be considered Good Faith Efforts on the part of the Prime Contractor in attaining DBE Goals. Prime contractors proposing services in response to an IFB or RFP can include participation in the Mentor-Protégé Program as an indicator of Good Faith Efforts.

All DBE firms proposed by the Prime Contractor to participate as Protégés must be subcontracted by the Prime to perform a commercially useful function on the project. Prime

² Define the linkage to the Annual Goal setting process.

contractors cannot Mentor a DBE firm that is not participating as a subcontractor on the project. Lower tier contractors are also eligible to participate in the Mentor-Protégé Program and must subcontract with their DBE Protégé firm to perform a commercially useful function. Protégé firms must be subcontracted directly by their Mentor firm.

Eligible and interested Prime contractors responding to IFBs or RFPs will be required to indicate their proposed Mentor-Protégé relationships with their response. The MPP Agreement will be required from the selected bidder/offeror, executed by the Prime the Protégé firm and the RTA and incorporated in the contractual agreement between the RTA and the Prime contractor.

Prime contractors proposing participation in the Mentor-Protégé Program in their IFB or RFP response as evidence of Good Faith Efforts to attain the DBE goal MUST submit a MPP Agreement for their Protégé firms. Failure by a Prime to fulfill the terms of the MPP plan provided in response to an IFB or RFP will be considered a violation of requirements for compliance with the DBE program as a measure of responsiveness and responsibility. The RTA will not execute a contract with the Prime contractor until the MPP Agreement is executed in accordance with the proposed MPP plan submitted with the response to the IFB or RFP.

Developmental Assistance

The forms of developmental assistance a Mentor may provide to a Protégé include:

- Management or technical assistance
- Overall business management/planning
- Cooperation on joint venture projects
- Any other types of mutually beneficial technical assistance (examples outlined below)

Specific types of assistance that a Mentor may provide a DBE Protégé may include the following:

- Business Planning & Management
- Project Management
- Record Keeping
- Capital Formation
- Financial Management & Counseling
- Bonding
- Equipment Utilization
- Submitting Quotations
- Employee/Personnel Supervision and Management
- Strategic Planning

- Marketing and Business Development
- Contract Procurement
- Purchasing/Leasing
- Bid Preparation and Procedures
- Request for Proposal Preparation
- Operational Management

Technical assistance may take “substantive status” *consistent with applicable law and current regulations* and may include:

- Working capital provided to the DBE Protégé by the Mentor (time notes, loans; but not demand notes)
- Mentor-provided technical and management assistance
- The Mentor may provide, in limited instances, equipment, if a written lease or rental agreement covers the equipment, and/or skilled personnel, if the personnel are on the payroll and under the direct supervision of the DBE Protégé
- Any property, equipment, supplies or other services that or sold, rented, or donated to the Protégé must be detailed in the agreed upon MPP Plan and approved by RTA and should be further covered by bills of sale, lease agreements, etc.
- Any financial investment and security arrangements by the Mentor for the Protégé are subject to approval by RTA, and must not permit the Mentor to assume control of the Protégé
- Bonding

The examples of technical assistance discussed above are not meant to be exhaustive. Other methods of encouraging and supporting DBE’s may be allowable, and firms are encouraged to maintain contact with the DBE Office regarding allowable activities.

- **Technical and Management Assistance**

The Mentor may provide guidance on project management and construction techniques, training in plan interpretation, or estimating and cost accounting. However, the DBE must retain final decision-making authority.

- **Equipment and Personnel**

The Mentor may provide, in limited instances, skilled personnel and equipment if a written lease or rental agreement covers the equipment and the personnel are on the payroll and under the direct supervision of the DBE. Generally, rental or lease agreements with the Mentor will be reviewed on a cost-benefit analysis, based on average industry prices. Long-term, continual, or repetitive use by a DBE subcontractor of personnel primarily employed by the Mentor will be construed as an attempt to artificially inflate DBE participation.

- **Bonding**

The Mentor may provide the Protégé with assistance by bonding the entire job and either charging on a pro rata basis or not charging the DBE for the bond. It is expected that after gaining experience through federally funded projects, the DBE will develop the ability to bond projects independent of the Mentor.

- **Exclusive Arrangements**

An area of special concern is exclusive arrangements. Any relationship in which a contractor requires a subcontractor to have an exclusive bidding agreement may violate federal laws. During the course of the relationship, the subcontractor must have the right to quote bids to other prime contractors.

Generally Unacceptable Practices

Any subcontracting arrangement contrived to artificially inflate DBE participation is not acceptable. The interjection of DBE middlemen or passive conduits not in accord with standard industry practices or which serve no commercially useful purpose, and arrangements in which a DBE prime or subcontractor is acting essentially as a broker are not permitted. In addition, any formal or informal agreement that limits the disadvantaged owner's control and management of the firm is unacceptable.

Measurement of Program Success

The overall success of the Mentor-Protégé Program will be measured by the extent to which it results in:

1. An increase in the quality of the technical capabilities of the Protégé firms.
2. An increase in the number, dollar value and percentage of contracts or subcontracts awarded to Protégés since the date of entry into the program.
3. An increase in the number and dollar value of contract and subcontract awards to Protégé firms since the time of their entry into the program.

Mentor Firms

Eligibility: For this program, Mentors will consist of RTA prime contractors. This includes a small or large business currently or pending federal contracting with RTA as a prime contractor firm and it must have at least seven (7) years of experience as a contractor/consultant prime on RTA contracts, preferably, but required. An eligible DBE firm can be a Mentor if the firm has been awarded a federally funded prime contract with the RTA. In addition, the Mentor should be able to show that it is currently eligible for federal contracting opportunities, is not under a

suspension and/or debarment action, and is not in the EPLS database. Mentor firms must agree to devote a minimum of fifteen (15) hours per month to working with the Protégé.

Protégé Firms

Eligibility: For this program, a Protégé should be a disadvantaged business. Ideally, the Protégé firm and/or its CEO/President/Manager should have at least three (3) years of relevant experience in contracting. Protégés may have multiple Mentors. In addition, the Protégé should be able to show that it is currently eligible for federal contracting opportunities, is not under a suspension or debarment action, and is not in the EPLS database. Protégé firms must agree to devote a minimum of fifteen (15) hours per month to working with the Mentor, and must remain in good standing throughout the MPP arrangement.

Selection of Mentor or Protégé Firms

Mentor and Protégé firms will be matched based on program registration and availability. The Mentor is encouraged to select from a broad base of registered DBE firms whose core competencies support the Regional Transit Authority's mission.

Mentor-Protégé Process

The process for becoming a Mentor-Protégé team includes: a.) Firms must meet eligibility requirements and register with RTA, b.) After a successful application to as a Mentor or Protégé, submit a proposal, and c.) Each proposal is reviewed and approved by the RTA to initiate a MPP Agreement between the Mentor, Protégé, and RTA. Then partnered Mentor Protégé teams must have an Agreement approved by the RTA's Mentor-Protégé Program administrator or DBE Office.

Both DBE and Mentor firms interested in entering into a Mentor-Protégé relationship should register with the RTA. This will provide RTA the opportunity to evaluate the nature and extent of technical and managerial support involved in a Mentor-Protégé relationship, enabling the agency to provide advice and assistance to the parties. The RTA will maintain a registry of Protégés on the RTA website.

1. Register to be a Protégé or Mentor. Protégés and Mentors should submit a registration application to RTA, identifying where mentoring is support is needed or can be provided.
2. Submit a proposal to become a RTA Mentor-Protégé in the program.
3. The proposal defines the relationship between the Mentor and Protégé firms only. The proposed arrangement itself does not create any privity of contract between the Mentor or Protégé and RTA.

4. RTA will review the proposal and provide appropriate advice and assistance to the firms concerning the arrangement and its implementation.
5. RTA will notify the parties if changes in the proposed MPP arrangement are advisable in order to meet the objectives of the Mentor-Protégé Program. The Mentor and Protégé should incorporate any TA recommendations, and an approved MPP will be produced before implementing the arrangement. The approved terms shall be included in the Agreement, including all i.e. commitment, milestones, measurement, reporting and other agreed upon terms.
6. The signed Agreement must specify the lead individual responsible (Mentor and Protégé) for implementing the MPP as identified by the application and approved proposal.

Review of Mentor-Protégé Arrangement Proposals

The Mentor-Protégé Proposal should contain:

1. Name, address, phone, and email of Mentor and Protégé firm(s) and a point of contact within both firms who will oversee the arrangement.
2. A description of the type of developmental program that will be provided by the Mentor firm to the Protégé firm, including a schedule for providing assistance, and criteria for evaluation of the Protégé's developmental success.
3. Program participation term.
4. Other terms and conditions, as appropriate.
5. Procedures for the Mentor's voluntary withdrawal from the program including notification of the Protégé firm and the RTA. The Mentor should provide at least 45 days' written notice to RTA before withdrawing from the program.
6. The RTA will review a Mentor-Protégé Proposal no later than 60 days after receipt.

The Mentor-Protégé Agreement shall be based on the written finalized proposal approved by the RTA, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement, and the services and resources to be provided by the Mentor to the Protégé. The approved proposed proposal should reflect the following; it should:

- Clearly set forth the objective of the parties and their respective roles
- Describe measurable benchmarks to be reached by the DBE Protégé at successive stages of the plan
- Provide that if resources of the Mentor are utilized by the DBE Protégé in the performance of contracts or subcontracts for the Mentor or for another contractor/consultant, the resources must be separately identified, accounted for, and compensated directly by the DBE Protégé to the Mentor. If the MPP provides for extensive use of the Mentor's resources by the DBE Protégé, the arrangement will be closely scrutinized
- Include training to be provided by the Mentor to the DBE Protégé

- Contain a provision that it may be terminated by mutual consent of the parties or by RTA upon determination that:
 - The DBE Protégé no longer meets the eligibility standards for certification as a DBE
 - Either party desires to be removed from the relationship
 - Either party has failed or is unable to meet its obligations under the MPP
 - The DBE Protégé is not progressing or is not likely to progress in accordance with the MPP
 - The DBE Protégé has reached a satisfactory level of self-sufficiency to compete without resort to the MPP
 - The Agreement or provisions thereof are contrary to the requirements of federal, state, or local law or regulation, or otherwise inimical to public policy
- The Agreement should include a provision that either party for any reason may dissolve the arrangement by notifying RTA, at least 45 days in advance

Review of Mentor-Protégé Arrangement Documentation Beyond Agreement

In addition to required quarterly reports, the RTA will request participants to provide a program evaluation report at the conclusion of their Agreement that addresses the following:

1. Detailed actions taken by the Mentor, to increase the participation of Protégé
2. Detailed actions taken by the Mentor, to develop the technical capabilities of a Protégé as defined in the arrangement
3. The degree to which the Protégé has met the developmental objectives in the arrangement
4. The degree to which the Mentor firm's participation in the Mentor-Protégé Program resulted in the Protégé receiving additional contract(s) and subcontract(s) and/or awards from private firms, RTA any other federal agency
5. Protégés participating in the program will agree to report its progress to the RTA annually for at least two (2) years after completion of their work contracted with the RTA

Term of Relationship

The Mentor-Protégé relationship may not exceed thirty-six (36) months in duration. If there is a relevant explanation for extending or exceeding this period, a new proposal should be submitted to the RTA for re-consideration and approval.

RTA Internal Controls

1. The RTA will oversee the program to achieve program objectives.
2. The RTA will review and evaluate Mentor-Protégé arrangements at both the proposal phase and at the conclusion of an Agreement, for practicality, and accuracy of provided information.

3. The RTA can perform site visits where Mentor-Protégé activity is performed.
4. The RTA can request and review all quarterly and annual reports to measure Protégé progress against the established developmental assistance included in the approved arrangement terms.
5. If the RTA determines that the objectives of the arrangement are not met, the agency may conclude the existing Mentor-Protégé arrangement if it determines that such actions are in the best interest of the agency, Mentor, or Protégé. The RTA will communicate this decision in writing after approval, when relevant.

MPP Program & Agreement Oversight

The RTA DBE Office and DBE Liaison Officer shall perform oversight of the Mentor-Protégé Program. The essential document that will guide the Mentor-Protégé Program is the written Agreement signed by both parties that outlines the parties' goals and expectations. The Agreement shall describe measurable benchmarks and milestones to be reached by the DBE Protégé at stages of the plan. The DBE Office Liaison or the RTA's delegated reviewer may give input to both parties' regarding the terms and measured progress.

The RTA will require Mentor-Protégé teams to submit Quarterly Progress Reports, indicating the status of their progress toward each of the Plan's stated goals. The success of the Mentor-Protégé Program will be measured quarterly (Quarterly Progress Reports) by a system of metrics designed to coincide with milestones outlined in the Agreement.

Quarterly Progress Reports will include review of measurable progress and milestones on the following:

- Satisfactory progress toward the stated goals of the MPP
- Identification of specific assistance provided by Mentor to Protégé during quarter
- Listing of initiatives accomplished – consistent with goals outlined in the MPP
- Listing of milestones reached to date, as well as milestones behind schedule (and reasons)
- Listing of regularly scheduled Mentor-Protégé meetings and outcomes
- Listing of targets set for improvement

If at any time the RTA determines that the spirit of the Program or Plan are not being adhered to by the Mentor-Protégé team, or that satisfactory progress is not being made, the agency reserves the right to revoke its approval of the Mentor-Protégé relationship - thereby invalidating the Agreement, and/or any individual participant's enrollment in the Program. Reasonable progress will be expected, though this will vary according to each MPP arrangement.

Program participants shall agree that interpretation of the guidelines or regulations shall rest with the RTA. Parties may feel free and are encouraged to seek interpretation of any MPP Agreement terms and/or program provision they find ambiguous or confusing. If both participants so desire, they may jointly appeal any adverse decisions in writing to the RTA DBE Office; however, the RTA's determination shall be final.

Appeals Process for Mentor Protégé Plan Application or Proposal Denials

If Participants (Mentor and Protégé) are not in agreement with the initial determination of the RTA, Parties may appeal the determination within 15 days of this notice. The appeal must be a written submission. A written request for the appeal must be sent to the DBE Office.

The appeal process provides you the opportunity to respond to the determination of the Mentor-Protégé application and Plan review outcome. The applicant team must wait for one year prior to re-applying for the RTA Mentor Protégé Program, if the final decision is a denial.

RTA Contact Information for the Mentor-Protégé Program

For general information about the Mentor-Protégé Program please contact the RTA's MPP Liaison:

Adonis Expose
RTA DBE Office
MPP Program
Phone number: 504.827.8301
Email address: aexpose@rtaforward.org

FREQUENTLY ASKED QUESTIONS (FAQ)

1. What are the requirements for a Protégé?

The Protégé can be a disadvantaged business enterprise

2. What are the requirements for a Mentor?

The Mentor can be a business that can demonstrate that it is a federal contractor in good standing. For this program, Mentors generally will consist of RTA prime contractors

3. How many Mentors can a Protégé have?

Protégés may have multiple Mentors

4. How many Protégés can a Mentor have?

Mentors may have multiple Protégés

5. What are the benefits/incentives to the Mentor for participating in the program?

The Mentor is responsible for selecting and developing an Agreement with a Protégé with whom they believe they can develop a successful relationship. Thus, Mentors should consider the following attributes or characteristics when selecting a Protégé:

- Mentors can develop long-term relationships with potential subcontractors that have critical skills. These skills can be used to complement or diversify their company while competing for federal contracts
- A good Mentor-Protégé relationship builds trust and loyalty between the Mentor and Protégé
- Mentor-Protégé arrangements may provide greater assurance that a Protégé subcontractor will be able to perform better under the contract than a similarly situated non-Protégé subcontractor
- Develop innovative approaches and technology
- Potential Joint Venture with Protégé
- Goodwill and corporate responsibility

6. Are there certain times of year that companies can register to become a Mentor or Protégé, or seek a Mentor-Protégé program arrangements with RTA, or can they be submitted at any time during the year?

Both Mentor firms and DBE Protégé firms can register for the program throughout each year

7. What should a Mentor consider when selecting a RTA DBE Protégé?

- How the assistance aligns with the Protégé's strategic vision
- Commitment to the relationship by both parties
- Capabilities of the Protégé and how they interface with the Mentor

- Stability of the Protégé's management and financial status
- Protégé's past performance
- Results of any contract/subcontract work between the Mentor and Protégé
- Subcontracting expectations

SAMPLE MENTOR-PROTÉGÉ AGREEMENT

MENTOR-PROTÉGÉ Agreement between Mentor (Business Name) And Protégé (Small Business Name)

1.0 INTRODUCTION

(Insert Prime contractor's name), hereinafter referred to as the Mentor, hereby enters into a Mentor-Protégé Agreement (hereinafter referred to as the Agreement) with (Insert DBE Business' name), hereinafter referred to as the Protégé. The Mentor and Protégé meet the eligibility requirements of the program, as indicated by the checked Protégé's status section below. Mentor or Protégé do not have any pending lawsuits, or a pending debarment or suspension action.

1.1 PROTÉGÉ NAICS CODES

Provide a list for the Protégé's NAICS Codes, and clearly identify the Protégé's primary NAICS code for which it claims the small business status.

SAMPLE:

- 541320 Landscape Architectural Services (Primary)
- 541330 Engineering Services
- 541340 Drafting Services
- 541350 Building Inspections
- 541360 Geophysical Surveying and Mapping Services
- 541370 Surveying and Mapping (Except Geo) Services
- 541380 Testing Laboratories
- 541620 Environmental Consulting Services
- 541690 Other Scientific and Technical Consulting Services

1.2 LAWSUITS AND/OR DEBARMENT OR SUSPENSION ACTIONS

The Mentor and the Protégé certify that they have no pending lawsuits. Also, the Mentor and the Protégé certify that they have no pending debarment or suspension actions as of the date they enter into this Agreement.

2.0 PURPOSE

The Mentor-Protégé Program is established to provide an opportunity for eligible disadvantaged businesses to receive developmental assistance in business and/or technical areas from experienced large or small businesses, in order to assist the small businesses in expanding their capabilities to compete and perform on federally assisted contracts and subcontracts and with prime contractors. It is expected that this mentoring experience will also assist the Protégé becoming a successful subcontractor to other government agencies and

contractors to the private sector. It is expected that this Agreement will foster a long-term relationship between the Mentor and the Protégé, and provide increased opportunities and resources that will contribute to the Protégé's growth. This Agreement is the mechanism used to provide the framework for developmental assistance that will be provided by the Mentor, as well as the conditions under which both parties will operate.

3.0 OVERALL OBJECTIVE

The overall objective of this Agreement is for (Mentor) to assist (Protégé) by moving the firm wherein (Insert the intended results of Mentor assistance--example: their proposal writing will enable them to win more contracts) and/or by in enhancing the (example: marketing, proposal development, networking with potential customers, inventory management, etc.). If the parties enter into a separate subcontract, then the subcontract agreement has its own terms and conditions, which might, but not necessarily, correspond to the terms and conditions of this Agreement. To the extent practicable, this Agreement will support the subcontract in place with, or to be placed with, the Protégé.

4.0 ASSESSMENT OF PROTÉGÉ STRENGTHS AND WEAKNESSES

Prior to submitting an Agreement, the Mentor should perform an assessment of the Protégé's capabilities. Results from this assessment should be included in this Section.

5.0 MENTOR COMMITMENT

(Insert Mentor's name) and the components of the (Insert Mentor's name) organization, commit to support the Protégé and work to enhance business opportunities and technical capabilities by:

- a)
- b)
- c)
- d)

6.0 PROTÉGÉ COMMITMENTS

(Insert Protégé's name), and the components of the (Insert Protégé's name) organization, commit to work with the Mentor in its efforts to assist the Mentor's company, and support the Mentor by:

- a)
- b)
- c)
- d)

Measurement. In addition to the developmental assistance plan, please provide factors to assess the Protégé firm's developmental progress under the program. Please include such things as the criteria for evaluation of the Protégé's developmental success to measure the effectiveness of the relationship including a plan to increase.

(i.e. The quality of the Protégé firm's technical capabilities and how the Mentor's assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm.)

Milestones. Please define milestones for providing the identified developmental assistance, and include the requirement for the quarterly reports and final report.

Reporting: Protégé will submit annual reports up to two years after the termination of the Mentor Protégé Agreement.

7.0 DURATION OF AGREEMENT

This Agreement will be effective when signed on behalf of both parties and approved by RTA, and will remain in effect for a maximum of 36 months.

8.0 PROGRESS REPORTS

(Mentor and Protégé) agree to submit a written progress report at the end of the first year of the Agreement, quarterly throughout the MPP, and a final report to the RTA Disadvantaged Business Enterprise (DBE) Office in order to measure progress against the objectives.

The reports will be due no longer than 60 days after the established reporting dates. The progress report will enable the Protégé to convey whether it believes the objectives are being accomplished.

(Mentor and Protégé) agree to submit the progress report to the DBE Liaison or the RTA's designated MPP reviewer, summarizing the accomplishment of the Agreement. The final program evaluation report will include the successes as well as "lessons learned" of the Mentor-Protégé Agreement. Protégé will submit annual reports up to two years after the termination of the Mentor Protégé Agreement.

The Agreement will be reviewed for progress regularly. If any changes are deemed appropriate, this Agreement may be modified by agreement of both parties and with the approval of the RTA.

9.0 PRIMARY POINTS OF CONTACT

- a. Mentor:
- a. Protégé:

(Mentor Name; DUNS Number; Primary point of contact and position title; Address; City/State/Zip Code; Phone; and E-mail address)

(Protégé name; DUNS number; Primary point of contact; Address; City/State/Zip Code; Phone; and E-mail address)

10.0 IMPLEMENTATION-TERMS AND CONDITIONS

General: The parties understand that this Agreement is not intended to be a legally binding agreement or vehicle for transfer or commitment of funds or other resources, including a subcontract.

Include in this Section Terms and Conditions for the Mentor Protégé Agreement

- 1.
- 2.
- 3.

Intellectual Property and Proprietary Information

It is specifically understood that disposition of title to and/or rights in and to any intellectual property (including inventions and discoveries, patents, technical data, and copyrights) made or conceived by an employee or representative of the Mentor or Protégé, in the course of or under this Agreement, remains with the initiating party or developer.

The Protégé shall not release to any third party any business or confidential information of the Mentor to which the Protégé may be given access by the Mentor in the course of this Agreement.

11.0 TERMINATION PROCEDURES

Either party may propose to voluntarily terminate or withdraw from its' participation in this Agreement under the conditions outlined below. Such termination shall not relieve either party of any contractual obligation arising in or from a separate subcontract and shall not affect the rights of either party that may have accrued prior to such termination. The termination shall be subject to the following procedure and conditions:

The Mentor or Protégé shall furnish written notice of the proposed termination or withdrawal, stating the specific reason for such action, at least forty-five (45) business days in advance of the effective date of such proposed termination to the other party.

12.0 EXPIRATION OF AGREEMENT

(Insert Mentor's name) will notify the RTA of the date that Agreement will expire. The Mentor and Protégé will complete and submit a final progress report to the RTA.

13.0 SIGNATURES

Mentors and Protégés are required to sign and date the Agreement. Titles of the properly authorized individuals should also be included:

Mentor:

(Mentor's Primary Point of Contact including title) (Date)

Protégé:

(Protégé's Primary Point of Contact including title) (Date)

RTA Officials:

(DBE Liaison and Procurement Director)

