

Mentor-Protégé Application Checklist

All items listed below must be included for each proposal included in the Mentor-Protégé Program. A separate checklist should accompany each proposal being submitted for each Mentor-Protégé Agreement.

- Included Executed Mentor Protégé Agreement (fully completed and signed by both parties)
- Provided a list of Mentor's NIGP Codes
- Included resumes for the key personnel of the Mentor and the Protégé that will work on the proposed project

Mentor's Printed Name & Title

Mentor's Signature

Submission Date

*This checklist and Mentor-Protégé Program (MMP) Agreement template are subject to revision by DGS.

Mentor Protégé Program Agreement

between

_____ (Proposed Mentor) and

_____ (Proposed Protégé)

This Mentor Protégé Agreement (“Agreement” or “MPP Agreement”) is between _____ (proposed Mentor), a corporation with its principal place of business located in _____ and

_____ (proposed Protégé), a District of Columbia corporation (collectively referred to as the “Parties”) with a valid certification as a small business enterprise (SBE) with the Department of Small Local and Disadvantaged Business Enterprises (DSLBD) established pursuant to D.C. Code section 218.12(i), 218.13, 218.66(a), and 218.69.

WHEREAS, _____ (proposed Mentor) is a corporation with a history of providing diversified services in

Mentor Firm Information

Name of Firm:	
Business Address:	
Telephone:	
Fax:	
Email:	
Homepage:	
Industry - NIGP Code(s):	

Mentor Contract History. *Please list three contracts awarded with the District where your firm functioned as a general contractor.*

Mentor Prime Contract Awards			
Fiscal Year	Project	Contract Value	Type

Provide a brief description of the Mentor’s technical capabilities and contracting history, especially with Government entities.

Potential Subcontracts. *The dollar value and type of subcontract(s) to be awarded the protege firm consistent with this pilot program and the period of time over which they will be awarded. Please note the fiscal year referenced below is based on the District’s fiscal year, which runs October 1 through September 30. The projected subcontracts will only be based on the anticipated award from this pilot program and should only reflect that period.*

Estimated Potential Subcontract Awards to Protege			
Fiscal Year	Number	Dollar Amount	Trade
FY- 2024			
FY- 2025			
FY- 2026			
FY- 2027			

WHEREAS _____ (proposed Protégé) is a Certified Business Enterprise (“CBE”) with the Small Business Enterprise (“SBE”) designation conferred by the Department of Small & Local Business Development (“DSLBD”) and has a performance record under the National Institute of Governmental Purchasing’s’ (“NIGP”) Commodity/Services Code(s) _____ (include NIGP numbers) specializing in providing _____ (include NIGP titles).

Protégé Company Information

Business Address:	
Telephone:	
Fax:	
Email:	
Homepage:	
Certification Number:	
Certification Expiration Date:	

Provide a brief description of the proposed Protégé’s technical capabilities in performing in its primary NIPG code(s).

Protege-Obtained Subcontract Awards. *The number and total dollar amount of subcontract awards obtained by the protégé firm during the three preceding fiscal years (if any). Please note, the fiscal year here represents the government's fiscal year which runs October 1 through September 30. If None, insert None in "Prime Contractor" column for each fiscal year.*

Total Subcontract Awards				
Fiscal Year	Prime Contractor	Project Name	District Project (Y/N)	Contract Value

Protege-Obtained Prime Contract Awards. *The number and total dollar amount of prime contract awards obtained by the protégé firm during the three preceding fiscal years (if any). Please note, the fiscal year here represents the government's fiscal year which runs October 1 through September 30. If None, insert None in "Number" column for each fiscal year.*

Total Prime Contract Awards				
Fiscal Year	Prime Contractor	Project Name	District Project (Y/N)	Contract Value

WHEREAS the Parties wish to formalize the proposed Mentor-Protégé relationship between _____ (proposed Mentor) and _____ (proposed Protégé) under the Department of General Services’ (the “Department” or “DGS”) Mentor Protégé Pilot Program (“Mentor Protégé Program” or “MPP Program”) established pursuant to D.C. Code § 2-354.03(d-2) (Competitive Sealed Proposals); 27 DCMR § 1613 (Evaluation Factors of Proposals); and 27 DCMR § 4721 (Competitive Negotiation);

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 Mentor Protégé Program, and that this relationship will result in as will be defined in this agreement to foster the proposed Protégé’s growth and

development;

WHEREAS the Protégé certifies that it does not have another Mentor under the MPP Program with any other project participating in the Program, and shall provide any existing mentor-protégé relationships outside of the Program;

WHEREAS the proposed Protégé can significantly benefit from the business development assistance that the proposed Mentor proposes to offer within the context of the MPP Program; and

WHEREAS the Parties wish to carry out the goals of this Agreement and the proposed Mentor will provide such assistance as detailed below.

THEREFORE, consistent with the Parties' goals and the requirement of the Program, the Parties agree to the following:

1. Assessment of the Protégé's Needs. *The Protégé should indicate assistance needed by placing a check mark next to the following area(s) and provide detailed information below.*
 - Management and Technical assistance** (e.g., HR and accounting systems, manufacturing assistance, and technology transfers)
 - Financial assistance** (e.g., equity investments, bonding, and loans)
 - Contracting assistance** (e.g., contract performance and joint venture agreements)
 - Business development assistance** (e.g., business planning, marketing, networking, and relationship building)
 - General and administrative assistance** (e.g., daily operations, drafting proposals, and bonding)

The Protégé, in the space provided below, should describe the Protégé's goals for developing new skills or capabilities through this mentorship based on the above areas, and include any challenges faced that may require support from a Mentor. Protégés can decide to focus on one or more areas in each category.

A large, empty rectangular box with a thin black border, intended for the protégé to write their goals and challenges. The box is currently blank.

2. Developmental Assistance from Mentor. *This person/entity agrees to assist the Protégé to fully develop the assessed needs as described in the above paragraph.*

Description of Training and Supervision

Please include a detailed description of the agreed upon training and supervision activities planned for and with the Protégé based on the needs identified above.

This could include, but is not necessarily limited to, the interpretation of plans and specifications, the use and maintenance of equipment, the preparation of work product for a client, the use of the Mentor’s proprietary products or processes, industry-specific marketing or business development, use of Mentor’s facilities or equipment, or business plan development.

3. Mentor-Protégé Milestones. *The Mentor and Protégé shall develop a high-level milestone plan based on the details as described in Items 1 and 2 above.*

Developmental Assistance Milestone Plan

This plan is the guidepost by which this Agreement will be evaluated. It takes the information detailed in Items 1 and 2 above and synthesizes them into a high-level milestone plan. After the contract is awarded, CBE Inclusion staff, or designee, will work with the Mentor and Protégé to establish specific dates and criteria to achieve each high-level milestone and any associated sub tasks to reach a specific milestone. This detailed plan will be countersigned by the mentor and protégé and amended to this Agreement.

Planned Task	Description of Technical Assistance ¹	Proposed Schedule (Start/End Dates)	Measure of Success ² (i.e., deliverable, action item)
Management and Technical assistance (e.g., HR and accounting systems, manufacturing assistance and technology transfers)	<p>Example #1: streamline operations by purchasing accounting system</p> <p>Example #2: Protégé rep attends weekly site walk throughs with Mentor Exec team and DGS PM to increase understanding of how to manage multiple subs and large-scale projects</p>	<p>March '24-Sept '24</p> <p>Sept '24-July '25</p>	<p>New accounting system</p> <p>Weekly walk throughs, site sign in sheet, meeting minutes</p>
Financial assistance (e.g., equity investments, bonding, and loans)	<p>Example #1: Protégé shadows mentor with monthly invoice preparation and submission process.</p> <p>Example #2: Mentor provides bonding assistance to protégé to ensure protégé has financial resources to be a prime subcontractor on project</p>	<p>Sept '24-July '25</p> <p>Sept '24-July '25</p>	<p>Captured in quarterly reporting and meetings with CBE Inclusion staff</p> <p>Evidence of bonding support</p>
Contracting assistance (e.g., contract performance and joint venture agreements)	<p>Example #1: Protégé provides written monthly performance evaluations to protégé.</p> <p>Example #2: Mentor and Protégé meet weekly to assess protégé progress as a prime subcontractor. Protégé provides meaningful feedback on performance</p>	<p>March '24-Sept '24</p> <p>Sept '24-July '25</p>	<p>Copy of evaluation signed by mentor and protégé.</p> <p>Meeting minutes or written feedback from meeting.</p>

¹ Example #1 in the Description of Technical Assistance field shows an example of a development assistance plan on the lower end of the five (5) point evaluation sliding scale as defined in Item #5 – Program Stipulations. Example #2 shows an example on the higher end of the sliding scale.

² The Measure of Success column is a measurable outcome to show growth/achievement for each specific milestone. Examples include activities such as increasing bonding capacity from \$100,000 to \$300,000, X number of contracts awarded in other local jurisdictions, or cutting overhead costs by X amount by improved cost estimation.

Planned Task	Description of Technical Assistance ¹	Proposed Schedule (Start/End Dates)	Measure of Success ² (i.e., deliverable, action item)
Business development assistance (e.g., business planning, marketing, networking, and relationship building)	<p>Example #1: Protégé meets with Mentor business development manager for guidance on growing business.</p> <p>Example #2: Protégé rep attends XX number of outreach events with mentor over a 6-month period.</p>	<p>March '24-Sept '24</p> <p>Sept '24-July '25</p>	<p>Captured in quarterly reporting and meetings with CBE Inclusion staff</p> <p>Captured in quarterly reporting and meetings with CBE Inclusion staff</p>
General and administrative assistance (e.g., daily operations, capacity building, and bonding)	<p>Example #1: Mentor monitors daily operations of protégé and provides weekly feedback.</p> <p>Example #2: Mentor and Protégé meet weekly to assess protégé progress as a prime subcontractor. Protégé provides meaningful feedback on</p>	<p>March '24-Sept '24</p> <p>Sept '24-July '25</p>	<p>Captured in quarterly reporting and meetings with CBE Inclusion staff</p> <p>Weekly walk throughs, site sign in sheet, meeting minutes</p>
Additional Assistance Provided			

4. **Metrics.** The success of the Program will be measured by a system of metrics designed to ensure active participation from both parties and assess achievement of the milestones identified in Item 3. The Mentor and Protégé firms will submit monthly status reports to the CBE Inclusion Officer, Project Manager, and Chief Procurement Officer. Program progress will be measured quarterly and in the final report. In addition to the developmental assistance plan, additional metrics are assessed including but are not limited to the following:

The quantitative measures for the success of this program will include:

- Planned tasks started on time, planned tasks behind schedule.
- Planned tasks completed on time, planned completions behind schedule.
- Development program on/off schedule.
- Revenue of Protege firm increased as a result of this pilot.
- Status of monthly and final report submission.

5. **Program Stipulations.** Criteria for evaluation factor points in solicitation process and pilot program participation.

- A. A completed Agreement shall be submitted with proposal submissions on projects identified as participating in the Program. Completed is defined as responses provided to all requested information with thoughtful consideration. The Agreement should also include signatures countersigned by both the mentor and the protégé.
- B. A maximum of five (5) evaluation factor points shall be awarded as defined in Item 5 of this Agreement.

- C. The Agreement must remain in force from the date of the Notice to Proceed (NTP) through the final completion date.
- D. The “project management” team refers to the team from the Design-Builder responsible for the day-to-day operations of the project (i.e., project managers, superintendents, etc.)

Up to five (5) evaluation factor points will be awarded on a sliding scale based on the quality of the milestone plan submitted with solicitations as follows:

- **FIVE (5) POINTS** = Protégé has at least one (1) member on the Key Personnel, as defined in the Contract between Mentor and DGS.
 - **FOUR (4) POINTS** = Protégé will be providing at least one (1) of the following non-Key Personnel management roles on the Project, each of which will have a utilization of at least 75% on the project:
 - Assistant Superintendent
 - Assistant Project Manager
 - Project Engineer
 - Project Assistant
 - **THREE (3) POINTS** = Protégé will be providing at least one (1) of the following non-Key Personnel management roles on the Project, each of which will have a utilization of between 25% and 75%:
 - Assistant Superintendent
 - Assistant Project Manager
 - Project Engineer
 - Project Assistant
 - **TWO (2) POINTS** = Protégé will either provide outside design, engineering, or consulting (e.g., scheduling, permit expediting, QA/QC) services to the Mentor, but not be part of the project management team. Protégé in this instance must be a first-tier subcontractor to the Mentor.
 - **ONE (1) POINT** = Protégé will serve as a first-tier trade subcontractor to the Mentor.
6. Term of the Agreement. The CBE Inclusion Office will schedule a pre-launch meeting with the Parties to review specific milestones and dates. The Agreement shall only become effective upon dual execution thereof by Mentor and Protégé, and review by the CBE Inclusion Office. The Agreement shall remain in full force and effect for the duration of the underlying contract between the Department and the Mentor.
 7. Proposed Protégé agrees to remain in good standing with the CBE program administered by the DSLBD, including, but not limited to, maintaining an active and valid CBE certification with the SBE designation for the duration of the Agreement.

8. Proposed Mentor agrees to provide such assistance to the Protégé as identified above. Continuation of the Agreement is contingent upon DGS's review of the proposed Protégé's progress report on the Mentor-Protégé relationship.
9. Proposed Mentor and Protégé agree to fully participate in the Program, including, but not limited to, attending all quarterly and annual performance reviews, any pre and post assessments and responding to requests for information within stated deadlines by DGS.
10. Preparation of Mentor-Protégé Reports. The Mentor and Protégé shall use their reasonable and best efforts to prepare quarterly, and annual Mentor-Protégé Reports required by DGS and shall provide all necessary documentation DGS requires.
11. In these reports, the Mentor and Protégé must describe in detail (1) **HOW** each will participate in the assessed needs of the Protégé; (2) **WHO** (identify title) in the Mentor organization will assist the Protégé in meeting its goals and objectives; (3) **WHEN** this will occur; and (4) **WHAT** the protégé is expected to do and level of participation/engagement. The reports must be submitted to DGS no later than the 15th of each Quarter.
12. Mentor or Protégé's Failure to Provide Mutually Agreed upon Assistance. Should the Mentor or Protégé breach its agreement to provide mutually agreed upon assistance to the proposed Protégé or fully engage with the Mentor and agreed upon milestones as outlined in this Agreement, the Mentor and Protégé understand that DGS reserves the right to act on behalf of the Proposed Mentor/Protégé and the integrity of the Mentor-Protégé Program in at least one of the following ways:
 - (1) The Mentor or Protégé will be provided an opportunity to respond to and cure non-compliance within 30 days of notice by DGS;
 - (2) DGS assumes the right to terminate the Mentor Protégé Agreement;
 - (3) The Mentor or Protégé could be ineligible to be awarded preference points in any solicitation that awards preference points for the Mentor Protégé Program for a period of six months;
 - (4) Five percent (5%) of the Mentor's lump sum general conditions costs will be at risk ("At-Risk GCs"), and the Mentor shall only be entitled to the At-Risk GCs upon successful completion of the Mentor Protégé Agreement, as determined solely by the Department;
 - (5) Breach of this Agreement constitutes breach of the contract between the Department and the Mentor; and
 - (6) Failure to provide the agreed upon assistance may constitute grounds for the recommendation of District-wide suspension or debarment.
13. Termination Clause. This Agreement may be terminated as follows:
 - i. Termination by the DGS. DGS may decide not to approve a 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.

ii. Other Termination Conditions. This Agreement will automatically terminate if the Protégé is terminated from the CBE Program and/or no longer qualifies for the SBE designation under that 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 between the mentor and the protege.

- 14. Effect of Termination. Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations. Likewise, termination of this Agreement shall not impair the obligations of the Protégé to perform any contractual obligations with the Mentor.
- 15. Modifications. DGS must approve all changes to this Agreement in advance.
- 16. Notices and Points of Contact for Program Administration. The following individuals shall serve as the points of contact for administration of the Agreement and are authorized to receive all notices under this Agreement.

Mentor

Company Name _____
Contact Name _____
Title _____
Address _____
Telephone _____
Email _____

Protégé

Company Name _____
Contact Name _____
Title _____
Address _____
Telephone _____
Email _____

- 17. Status of the Parties. This Agreement, in and of itself, does not constitute, create, 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.
- 18. Integrated Document. This Agreement supersedes any and all previous understandings, commitments, or agreements (oral or written) pertaining to the

Mentor-Protégé Agreement.

19. Other Provisions not Previously Discussed in the Agreement (if applicable):

- a. Protégé does does not have another DGS 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 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 Department of General Services, 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 on the last date specified below. The parties' signatures below represent an understanding of the Mentor Protégé Agreement as well as all eligibility requirements of the Mentor Protégé Program.

Name (Mentor)
Title _____
Signature _____
Date _____

Name (Protégé)
Title _____
Signature _____
Date _____

MPP Agreement Development Recommendations

The Mentor should conduct a needs assessment of the Protégé to understand how to engage in a mentor-protégé relationship. Items 1 and 2 in the Agreement detail that needs assessment discussion. The following items are, at minimum, recommended topics to discuss.

- Net worth** – does the Protégé firm have a positive net worth?
- Financial Management** – cash flow or banking line of credit?
- Bonding capacity** – does the Protégé firm have bonding capacity? If so, what capacity?
- Necessary Equipment** – does the Protégé firm own or lease, or have the capacity to lease equipment needed to effectively compete for work?
- Administrative Capacity** – does the Protégé firm have resources to hire staff to manage administrative duties relevant to the company?
- Technical Capacity** – does the Protégé firm have adequate resources to direct project management and operational requirements?
- Estimating Capacity** – does the Protégé firm have the ability to project and determine pertinent cost factors associated with the work performance?
- Accounting Capacity** – can the Protégé firm document the projected cost associated with the work performance?
- Supervisory Staff** – does the Protégé firm have an appropriate number of experienced and technically trained staff for the volume of work?
- Work Staff** – does the Protégé firm have enough trained and experienced staff to provide a minimum level of operational expertise in their area of work?
- Jobsite Assistance** – does the Protégé firm need assistance with managing subcontractors or other jobsite-related topics (i.e., safety, trade specific, supply chain)