

MENTOR PROTÉGÉ DEVELOPMENT PLAN

MENTOR: _____

PROTÉGÉ: _____

MENTOR-PROTÉGÉ RELATIONSHIP YEAR: _____ **DATE:** _____

This Mentor-Protégé Development Plan will serve as a guiding document for the Mentor-Protégé relationship. The Mentor and Protégé should fill this form jointly with the purpose of identifying the assistance and education that the Mentor will provide the Protégé over the course of the relationship. This form should be completed annually and submitted to the MWSBE Division to document progress towards meeting the goals identified in previous years and identify future goals.

PROTÉGÉ BACKGROUND AND EXPERIENCE

PROTÉGÉ NUMBER AND TYPES OF PERSONNEL

NUMBER	TYPE OF PERSONNEL

PROTÉGÉ AMOUNT OF CAPITAL: \$ _____

PROTÉGÉ NUMBERS, VALUES, AND TYPES OF EQUIPMENT

NUMBER	VALUE	TYPE OF EQUIPMENT

NUMBER AND TYPES OF PROJECTS TO PURSUE

NUMBER	TYPE OF PROJECT

MENTOR-PROTÉGÉ MANAGEMENT AND TECHNICAL ASSISTANCE PLAN

This assistance may concern internal business processes and management systems.

MENTOR-PROTÉGÉ FINANCIAL ASSISTANCE PLAN

This assistance may include equity investments, loans, or bonding.

MENTOR-PROTÉGÉ CONTRACTING PLAN

This assistance may include navigating the contracting process, understanding obligations as a local government contractor, and developing capacity to compete for local government projects.

MENTOR-PROTÉGÉ BUSINESS DEVELOPMENT PLAN

This assistance may include strategic planning, identifying new markets, and identifying new contracting opportunities.

MENTOR-PROTÉGÉ PROGRESS

This field should be filled annually following the first year of the Mentor-Protégé relationship. Each of the goals identified in previous Mentor-Protégé Development Plans and Protégé accomplishments should be addressed in this field.

Mentor-Protégé Agreement Between

[ABC (Proposed Protégé)]

And

[XYZ (Proposed Mentor)]

This Mentor-Protégé Agreement (“Agreement”) is between **[ABC (Proposed Protégé)]**, a _____ [insert type of entity] authorized to conduct business in the State of Florida with its principal place of business at [Address], and **[XYZ (Proposed Mentor)]**, a _____ [insert type of entity] authorized to conduct business in the State of Florida with its principal place of business at [Address] (collectively referred to as the “Parties”).

WHEREAS, **[ABC (Proposed Protégé)]** is a small business under primary North American Industry Classification System (NAICS) code [Provide your primary NAICS code. If you are seeking a mentor- protégé relationship in a secondary NAICS code, add a sentence explaining why and describing any work performed and your experience in that code.] **[ABC (Proposed Protégé)]** specializes in providing [Provide a brief description of the proposed Protégé’s technical capabilities. If you are seeking a mentor-protégé relationship in a secondary NAICS code, add a description of your capabilities in performing work in your secondary code.].

WHEREAS, **[XYZ (Proposed Mentor)]** is a [Provide the Proposed Mentor’s business structure (e.g. corporation, limited liability company, etc.)] with a history of providing [Provide a brief description of the Mentor’s technical capabilities and contracting history, especially with the City of Tallahassee, Leon County Government, and Blueprint Intergovernmental Agency].

WHEREAS, the Parties wish to formalize a mentor-protégé relationship between **[ABC (proposed Protégé)]** and **[XYZ (proposed Mentor)]** under Mentor/Protégé Program established pursuant to the Minority, Women, and Small Business Enterprise (MWSBE) Policy adopted by the City of Tallahassee, Leon County Government, and Blueprint Intergovernmental Agency; and

WHEREAS, the Parties agree that establishing a mentor-protégé relationship will enhance the capabilities of the Protégé, assist the Protégé in meeting the goals established in its business plan, and improve the Protégé’s ability to successfully compete for contracts;

WHEREAS, the Mentor is qualified to provide the material benefits, developmental gains, and agreed- upon assistance within the context of the Mentor-Protégé Program;

THEREFORE, consistent with the Parties’ goals and the requirements of the Mentor-Protégé Program, the Parties agree to the following:

1. The protégé is seeking the following assistance from the Mentor [Identify the type(s) of assistance the Protégé is seeking from the Mentor. There are six categories to choose from, and you may select any or all that apply to your situation.
 - a. Management and Technical Assistance -This type of assistance might include help with internal business processes and management systems.

- b. Financial Assistance - This type of assistance might take the form of equity investments, loans or bonding.
- c. Contracting - This type of assistance might include navigating the contracting process, understanding your obligations as a government contractor, or developing your capability to compete for government contracts.
- d. Business Development - This type of assistance might include help with strategic planning, identifying potential new markets for your business, or finding new contracting and partnership opportunities.

For each of the assessed needs addressed in the paragraph above, the Protégé must describe in detail: **WHAT** specifically will the mentor do to meet your need, **WHEN** (detailed timelines or number of hours in annual increments) the assistance will be provided, and **HOW** you will measure whether each of your needs have been successfully met, in accordance with your Mentor-Protégé Development Plan.

- 2. Mentor agrees to assist the Protégé to fully develop the assessed needs described in Paragraph 1 above pursuant to the MWSBE Policy.
- 3. Preparation of Mentor-Protégé Reports. The Mentor shall use its reasonable and best efforts to assist the Protégé in preparation of the annual mentor/protégé report required by the SBA pursuant to the MWSBE Policy and shall provide all required documentation.
- 4. Terms of the Agreement. Approved All Small Mentor-Protégé Agreements are considered active for a period of three (3) years and may be extended an additional two (2) years or until rescinded in writing.
- 5. Mentor's Failure to Provide Mutually Agreed-Upon Assistance. Pursuant to the MWSBE Policy, should the Mentor breach this Mentor-Protégé Agreement to provide mutually agreed-upon assistance to the Protégé, the Mentor understands that, after affording the Mentor an opportunity to respond to allegations of noncompliance, MWSBE Division may take one or more of the following actions:
 - a. MWSBE Division may find the Mentor ineligible to participate in the Mentor-Protégé Program for two (2) years;
 - b. MWSBE Division may recommend that City of Tallahassee Procurement Services Division or Leon County Purchasing Division suspend or debar the Mentor.
- 6. Termination Clause. This Agreement may be terminated as follows:
 - a. Voluntary Termination by the Mentor. The Mentor may voluntarily terminate this Agreement if the Mentor no longer wishes to participate in the Mentor- Protégé Program as a Mentor. The Mentor shall notify the Protégé and the SBA in writing at least 30 days prior to the termination date.

- b. Voluntary Termination by the Protégé. The Protégé may voluntarily terminate this Agreement if the Protégé no longer wishes to participate in the Mentor- Protégé Program as a Protégé. The Protégé shall notify the Mentor and the SBA in writing at least 30 days prior to the termination date.
 - c. Other Termination Conditions. 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. All changes to this agreement must be in writing, signed by the parties, and with advance notice to the MWSBE Division.
 9. Notices. The following individuals shall serve as the single points of contact for administration and implementation of the Agreement and as such are authorized to receive all notices under this Agreement.

<u>ABC Business (Protégé)</u> Name/Title 16789 Beta Block Lane, Drive Suite 550 Chantilly, VA 20151 Telephone Fax Email	<u>XYZ (Mentor)</u> Name/Title 12345 Alpha Brooks Suite 211 New Orleans, LA 70816 Telephone Fax Email
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MWSBE Division
MWSBE Division
315 S. Calhoun Street, Suite 100
Tallahassee, FL 32301
Telephone: (850) 219-1060
Email: lraffington@oevforbusiness.org

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 All Small SBA Mentor-Protégé Agreement.
12. Other Provisions not Previously Discussed in the Agreement. Certify the responses to the statements in (a) through (n) (if applicable, submit copies of relevant

agreements, supplementary explanations, income statements or contracts as Exhibits to this Agreement):

- a. Protégé and Mentor do () agree the assistance to be provided through the agreement will help the protégé firm advance its goals as defined in its business plan.
- b. Protégé does () does not () have another MWSBE Division approved Mentor-Protégé Agreement.
- c. Mentor does () does not () have another SBA approved Mentor-Protégé Agreement.
- d. Mentor is () is not () participating in any other formal Mentor-Protégé Programs governed by other agencies.
- e. Mentor or one of Mentor's owners does () does not () own any of the Protégé's equity or have the right to own any of the Protégé's equity, including stock options or convertible securities.
- f. Mentor and Protégé do () do not () have an agreement in principle to merge or sell stock to the other.
- g. Protégé () has () has not purchased assets from Mentor including but not limited to facilities or equipment.
- h. An officer, director, managing member, partner, principal stockholder or employee of the Protégé does () does not () hold a position with the Mentor and has () has not () previously held a position with the Mentor as an officer, director, managing member, partner, principal stockholder or employee of the protégé.
- i. An owner or manager of the Protégé is () is not () a family member of an owner or manager of the Mentor. (Family members are limited to married couples, parties to a civil union, parents, children, and siblings.)
- j. An owner or manager of the Protégé and owner or manager of the Mentor firm do () do not () have multiple investments in common.
- k. Over the previous three fiscal years, the Protégé has () has not () derived 70% or more of its receipts from the Mentor.
- l. The Protégé does () does not () have a franchise or license agreement with the mentor.
- m. The Mentor and Protégé have () have not () formed a joint venture that has received multiple contract awards more than two years apart or received more than three contract awards.
- n. Mentor has () does not have () good character and a favorable financial position.

Subject to the approval of the MWSBE Director, 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]_ day of _ [year]_____, 20XX.

Signatory, **ABC** (Protégé)
Signatory Information

Date _____

Signatory, **XYZ** (Mentor)
Signatory Information

Date _____