



We Are Columbia

# CITY OF COLUMBIA

Office of Business Opportunities, Compliance  
1401 Main Street, 4<sup>th</sup> Floor | Columbia, South Carolina 29201  
Phone: 803-545-4185

## MENTOR/PROTÉGÉ TEAM AGREEMENT & BUSINESS PLAN

This Mentor/Protégé Team Agreement (“Agreement”) is between \_\_\_\_\_ (“Protégé”), a South Carolina entity with its principal place of business at \_\_\_\_\_, and \_\_\_\_\_ (“Mentor”), a \_\_\_\_\_ entity with its principal place of business at \_\_\_\_\_ (collectively referred to as the “Parties”).

WHEREAS, the parties wish to formalize the proposed Mentor/Protégé relationship between Mentor and Protégé under the Mentor/Protégé Program established by the City of Columbia, South Carolina in partnership with the Office of Business Opportunities, Compliance. The owner or a principal (mentor) cannot hold a financial interest, ownership of, or a controlling interest in, or be significantly involved in the operation of the protege's business.

WHEREAS, the parties agree to form a Team within the \_\_\_\_\_ Project Division(s). (See Form 705, project divisions)

WHEREAS, the Parties agree that establishing a Mentor/Protégé relationship can enhance the capabilities of the Protégé and improve its ability to successfully compete for contracts consistent with the City of Columbia Mentor/Protégé Program.

WHEREAS, the Protégé can greatly benefit from the assistance that the Mentor proposes to offer, and the Mentor is well-qualified to provide the assistance within the context of the City of Columbia Mentor/Protégé Program; and;

WHEREAS, the Parties wish to carry out goals of this Agreement for the duration of the Protégé’s participation term in the City of Columbia Mentor/Protégé Program.

WHEREAS, the Parties agree to hold the City of Columbia, including its employees or agents, harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of this Program.

WHEREAS, the Mentor Protégé Program does not create a contractual relationship between the City and Protégé. The Protégé remains a subcontractor of the Mentor and does not have any other status. The Mentor Protégé Program is not intended to, and does not, make the Protégé an intended third party beneficiary of any agreement between the City and Mentor/Prime Contractor.

THEREFORE, consistent with these goals and the requirements of the City of Columbia Mentor/Protégé Program, the Parties agree to the following:

1. Submission of Application to the Office of Business Opportunities, Compliance: The Parties agree that the Mentor and Protégé will work in collaboration to complete the initial Annual Business Plan, to be updated by August 1<sup>st</sup> of each year.

2. Preparation of Mentor/Protégé Reports and updated eligibility documents: The Mentor shall use its reasonable and best efforts to work with the Protégé in the preparation of any Mentor/Protégé report required by the Office of Business Opportunities, Compliance, and shall provide all necessary documentation as required by the Office of Business Opportunities, Compliance. The Mentor and Protégé will provide an updated Annual Business Plan and updated Financial Statements indicating Annual Gross Receipts for the last 3 years. The Semi-Annual reports are due on the 15<sup>th</sup> day of June and December.

3. Effective Date: This Agreement is effective upon approval by the Office of Business Opportunities, Compliance, for a period not to exceed four years from the date of approval.

4. Suspension/Termination: A recommendation of suspension or termination of the Mentor, Protégé and/or Mentor - Protégé team may be made based upon observance of the Mentor/Protégé relationship. The recommendation of suspension or termination may be a result of poor workmanship, project completion delays, safety concerns, damage to public/private property, noncompliance with program guidelines and/or administration such as required documentation and/or any action/activity that would hinder the quality of the project. Suspension or termination may also be recommended due to failure to pay subcontractors/sub consultants in a timely manner in accordance with the City of Columbia's prompt payment requirement.

All suspensions and terminations will be reviewed by the Advisory Council. Ultimately, the Assistant City Manager(s) responsible for the oversight and implementation of the Mentor-Protégé Program will recommend suspensions and/or terminations. The City Manager will have final approval of all suspensions and terminations.

#### 5. Termination of the Agreement:

This Agreement may be terminated by the Mentor or Protégé 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 Program as a Mentor to a Protégé. The Mentor shall provide in writing a 30-day notice of termination to the Protégé and Office of Business Opportunities, Compliance.

(B) 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 provide in writing a 30-day notice of termination to the protégé and Office of Business Opportunities, Compliance.

(C) Termination by the City of Columbia. The Office of Business Opportunities - Compliance may recommend termination of this Agreement based upon its supervision of the Mentor/Protégé relationship, as provided in the City of Columbia Mentor/Protégé Program.

**6. Effect of Suspension/Termination:**

Suspension/Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to the City of Columbia prime contracts being performed with the Protégé. Likewise, suspension/termination of this Agreement shall not impair the obligations of the Protégé to perform its contractual obligations under any contract or subcontracts that the Protégé is performing with the Mentor.

**7. Modifications:** No modifications to this Agreement may be made without the consent, in writing, of both Parties and the Office of Business Opportunities, Compliance.

**8. Status of the Parties:** This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture, partnership or any other joint business or organization. Unless provided by the terms of another agreement consistent with the Program, the Parties are and shall remain independent contractors.

**9. Integrated Document:** This Agreement supersedes any and all previous understandings, commitments or agreements, oral or written, pertaining to the City of Columbia Mentor/Protégé Program. It is understood by both Mentor and Protégé that the current program guidelines are fully included in this agreement and both parties will adhere to all program requirements

\_\_\_\_\_  
Mentor Signature

\_\_\_\_\_  
Protégé Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Columbia, Office of Business Opportunities - Compliance.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Mentor and Protégé Team Business Plan

Date: \_\_\_\_\_

Company Contact Information:

Mentor Company		Protégé Company	
Firm Name		Firm Name	
Contact Name		Contact Name	
Title		Title	
Address		Address	
Phone Number		Phone Number	
Fax Number		Fax Number	
Email Address		Email Address	

Project Divisions

Designate which of the Project Divisions this Team will perform work. This should be same Division listed on your application.

<u>Two Project Divisions (Construction)</u>	<u>Five Project Divisions (Professional Services)</u>
Water Plant Certification (WP) <input type="checkbox"/>	Water Treatment <input type="checkbox"/>
Water Line Certification (WL) <input type="checkbox"/>	Waste Water Treatment <input type="checkbox"/>
	Water Distribution <input type="checkbox"/>
	Waste Water Collection <input type="checkbox"/>
	Storm Water <input type="checkbox"/>

PLEASE ANSWER THE FOLLOWING IN REGARDS TO WATER AND SEWER PROJECTS ONLY.

1. Describe the Protégé's current business operations. (i.e.; staff, technology, equipment, credentials, license and financial operations).

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2. List the area of work the Protégé currently works within?

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3. Describe the Protégé's current experience with the City and/or other Government Agencies?

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4. What does the Protégé consider essential to expand in these areas?

- a. Staff: \_\_\_\_\_
- b. Skill set: \_\_\_\_\_
- c. Technology: \_\_\_\_\_
- d. Training: \_\_\_\_\_
- e. Business Development Strategies: \_\_\_\_\_
- f. Estimating/Pricing: \_\_\_\_\_
- g. Other: \_\_\_\_\_

5. Discuss ways the Protégé may create or enhance a successful safety program?

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6. What is the Mentor and Protégé's experience modification rate? (as it pertains to workers compensation)?

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7. What types of training, certifications or licenses will the Protégé need to succeed?

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8. How will the Mentor help to facilitate the training?

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9. What are the Protégés quantitative goals for the next three years? (i.e. scope, increase volume, increase profitability, improve safety)

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10. What equipment should the Protégé acquire over the next few years? How will this assist with the Protégé achieving their goals?

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11. How can the Protégé improve its work scheduling? How can the Protégé sequence its work schedule with the Mentor?

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12. What types of scheduling tools are being utilized throughout a typical project?

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13. How can the Protégé increase its marketing?

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14. How can the Protégé increase its performance and/or work load management?

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15. How can the Protégé increase its estimating capabilities? (Construction Services)

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16. How can the Protégé increase its fee estimating? (Professional Services)

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17. What technology or expertise should the Protégé acquire over the next two years? How will this help the Protégé to build capacity?

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18. Describe potential sources and strategies to be used by the Protégé for bonding, insurance, financing, technical assistance, etc.?

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19. Create Protégé financial projections for the next three years. How will the Mentor assist in meeting the Protégé's projections in water & sewer?

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20. Describe how a Mentor may assist in acquiring the following:

a. Bonding/financing

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b. Technical assistance (i.e. Estimating, scheduling)

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c. Equipment and technology (List equipment needed)

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d. Suppliers

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21. What resources will the Mentor commit to this program? When will they be available?

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22. What resources will the Protégé commit to this program? When will they be available?

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This Team Agreement and Business Plan was completed on \_\_\_\_\_ by BOTH the Mentor and the Protégé. (Both authorized signatures required)

Statement of Commitment: Mentor is committed to providing an adequate amount of time and expertise necessary to meet the intent of this mentor-protégé relationship. Protégé is committed to providing the resources and effort required to successfully implement this Team Agreement and Business Plan. Mentor and Protégé agree to meet at least quarterly to review progress made on this Plan.

\_\_\_\_\_  
Mentor Signature

\_\_\_\_\_  
Protégé Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Columbia, Office of Business Opportunities - Compliance

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_