

MENTOR-PROTÉGÉ PROGRAM:

(9-21-04)

SP1 G75

Description

This work shall consist of the Contractor and DBE/MBE/WBE participating in the Department's Mentor-Protégé Program in accordance with the guidelines available from the State Contractual Services Engineer.

It is not mandatory to participate in this program in order to bid on this project.

The following definitions shall apply to this provision.

Mentor – A contractor who teaches a DBE/MBE/WBE how to fully perform items of work and advises them on their professional growth over a period of time by means of the Department's Mentor-Protégé Program.

Protégé - A DBE/MBE/WBE who receives help, guidance, training, and support from a contractor who has expertise in DBE/MBE/WBE's chosen areas of construction. One who is trained or whose professional growth is guided by a contractor in the Department's Mentor-Protégé Program.

Bidding

If the Contractor desires to be a mentor, he shall check *yes* and add a verifiable cost in the appropriate blank under the *Miscellaneous Folder* in the *Expedite Software*. This value will not be considered as part of the bid for purposes of award. If accepted by the Department, the Contractor will be compensated for participation in the Program by execution of a supplemental agreement.

If the Contractor wishes to participate in the mentor-protégé program after this project has been awarded, he shall contact the Engineer to begin the process. All other conditions in this provision shall apply.

Prequalification of the Mentor and Protégé

All contractors that want to participate in this program shall be prequalified with the Department. All DBE/MBE/WBEs that want to participate in this program shall be certified with the Department. To be considered for the program, both the Mentor and the Protégé(s) shall have an approved Mentor-Protégé application on file with the State Contractual Services Engineer.

Program Implementation

The Contractor shall submit a Mentor-Protégé Business Plan for review and approval by the Department after the project is awarded. No work shall commence by the Protégé(s) under this program until the Department approves the Business Plan. The Business Plan submitted by the Contractor shall state:

Commitments of the parties involved

Mentor's role in the Program

Resources and manpower that the Mentor will commit;

Such manpower shall include personnel capable of teaching and directing the Protégé(s) work and mentoring administrative employees. The Mentor may supplement the Protégé(s) work crew with their own employees if the Mentor-Protégé team determines that it is the most effective way to accomplish the necessary training.

Timelines and milestones for the Protégé's work.

Protégé's role in the Program

Items of work that the Protégé(s) will perform.

Educational expectations, supervision, resources and manpower that the Protégé(s) shall provide to the Program.

The Department will determine whether to execute Mentor-Protégé Program based on the review and approval of the following items:

The proposed Mentor-Protégé Business Plan

The certified cost information and making a determination that the cost for the work is within reasonable limits.

The Contractor shall execute the Mentor-Protégé Program upon written approval by the Department, and after Mentor-Protégé Business Plan has been signed by the Department, Mentor and Protégé.

After execution of the Mentor-Protégé Business Plan, the Contractor shall send monthly reports to the Resident Engineer. The Contractor shall submit three copies of the monthly report to the Resident Engineer. The Resident Engineer will forward one copy to the Director of the Office of Civil Rights and Business Development and one copy to the State Contractual Services Engineer.

Contract Goals and Banking Credit

If the Contractor meets the contract goals, or a portion thereof with a good faith effort finding from the Department, the Department will bank the portion of the work that the Protégé(s) is performing on the project that is beyond the original advertised contract goals.

The banking will be based on actual dollars paid to the Protégé(s). Materials purchased by the Protégé(s) that are directly related to the work that will be performed by the Protégé are eligible for the banking incentive. However, materials that pass through the Protégé(s) and are not used by the Protégé(s) in their own work items, will not be eligible for banking credit.

On federally funded projects, the banking credit portion of this specification will not be used.

Measurement and Payment

Protégé payments

Payments to the protégé will be measured and paid for the items of work performed by the protégé at the contract unit price as shown in the contract.

Contractor payments – Supplemental Agreement

A Mentor-Protégé Business Plan shall be completed as part of a fully executed supplemental agreement before payment will be considered. *Mentor-Protégé Program* payments will include verifiable direct and indirect costs including, but not limited to, any office support and reasonable additives for supervision, training, additional administrative and overhead costs of the Protégé. The price will include the difference between the Contractor's cost to perform the work and the bid prices submitted to the Contractor by the Protégé(s).

The Department will not pay more than 100% of the Mentor-Protégé supplemental agreement lump sum amount if the Protégé's identified work items overrun. If the Protégé's work items underrun on the project, the balance up to 100% of the supplemental lump sum amount will be paid at the project's completion.

Bonus/Incentive Payments

In addition to the *Mentor-Protégé Program* lump sum payment, a Bonus/Incentive payment *may* be made to the Mentor-Protégé Team. Upon the determination by the Engineer of successful completion of all work items identified for the Protégé(s) in the Mentor-Protégé Business Plan; and the determination that the Protégé has become proficient enough to perform this work on another project as a subcontractor, without the mentor-protégé relationship, the bonus/incentive will be considered.

The Bonus/Incentive payment will be 1 percent of the Protégé(s) pay items, not to exceed \$50,000. Bonus/incentive payment, if determined warranted, will be paid within 45 calendar days after completion and acceptance of the work. No bonus/incentive payment will be made if the contract is terminated under the provisions of Article 108-13. No claim for additional time or compensation will be allowed for Mentor-Protégé disputes between the Department, the Mentor or the Protégé.

The Mentor and the Protégé(s) will receive equal portions of this Bonus/Incentive payment.