

PRINCE GEORGE'S COUNTY OFFICE OF CENTRAL SERVICES

1400 McCormick Drive, Suite 336/Largo, MD 20774
Phone: 301-883-6400



MENTOR/PROTÉGÉ TEAM AGREEMENT & BUSINESS PLAN

This Mentor/Protégé Team Agreement ("Agreement") is between _____
("Protégé"), a Certified County-based small business or Certified County-based Minority
Business Enterprise with its principal place of business at
_____, and _____
("Mentor"), an _____ 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
Prince George's County.

WHEREAS, the Parties agree to form a team (the "Team") and 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 Prince George's County
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 Prince George's County 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 Prince George's County Mentor/Protégé Program.

NOW THEREFORE, consistent with these goals and the requirements of the Prince George's
County Mentor/Protégé Program, the Parties agree to the following:

1. Submission of Application to the Office of Central Services: The Parties agree
that the Mentor and Protégé will work in collaboration to complete an updated Annual
Business Plan 12 months following the execution of the initial Business Plan.

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 Central Services and shall provide all necessary documentation as required.

3. Effective Date: This Agreement is effective upon approval by the Office of Central Services and shall remain in effect for two 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 Prince George's County prompt payment requirement.

The Mentor-Protégé Committee will be responsible for the oversight and implementation of the Mentor-Protégé Program and recommend suspensions and/or terminations. The Prince George's County Purchasing Agent 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 the Prince George's County' Purchasing Agent.

(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 Prince George's County' Purchasing Agent Office.

(C) Termination by Prince George's County' Purchasing Agent. The Mentor-Protégé Committee may recommend termination of this Agreement based upon its supervision of the Mentor/Protégé relationship, as provided in the Prince George's County 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 Prince George's County 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. Hold Harmless: The Parties agree to hold Prince George's County, including its employees, officials and agents, harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of this Program.

8. Modifications: No modifications to this Agreement may be made without the consent, in writing, of both Parties and the Prince George's County Purchasing Agent.

9. 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. The Program does not create a contractual relationship between the County and Protégé. The Protégé shall be and remain a subcontractor of the Mentor and does not have any other status with respect to the Program. The Program is not intended to, and does not, make the Protégé an intended third-party beneficiary of any agreement between Prince George's County and Mentor/Prime Contractor.

10. Integrated Document: This Agreement supersedes any and all previous understandings, commitments or agreements, oral or written, pertaining to the Prince George's County Mentor/Protégé Program. It is understood by both Mentor and Protégé that the Policies and Procedures for the Mentor Protégé program are fully incorporated in this agreement and both parties will adhere to all program requirements

Mentor Signature

Protégé Signature

Name

Name

Title

Title

Date

Date

Approval of Prince George's County' Purchasing Agent.

By: _____
Purchasing Agent

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 | |

PLEASE ANSWER THE FOLLOWING.

1. Describe the Protégé's current business operations. (i.e.; staff, technology, equipment, credentials, license and financial expenses & revenues).
2. List the area of work the Protégé currently works within?

3. Describe the Protégé's current experience with the County and/or other Government Agencies?
4. Which area(s) need enhancement for the expansion of Protégé's business?
 - a. Staff
 - b. Skill set
 - c. Technology:
 - d. Training:
 - e. Business Development Strategies:
 - f. Estimating/Pricing:
 - g. Other
5. How will the Mentor help to facilitate the training?
6. What are the Protégés quantitative goals for the next two years? (i.e. scope, increase volume, increase profitability, improve safety)
7. How will the Protégé increase its estimating capabilities? (as applicable, i.e. construction)

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

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

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

Name

Name

Title

Title

Date

Date

Prince George's County, Maryland:

By: _____

Title: _____

Date: _____