



MENTOR-PROTÉGÉ APPLICATION



“Building Capacity through Relationship Building”

GUIDELINES FOR MENTOR-PROTÉGÉ PROGRAM

- The Mentor and Protégé must have a current City of Kansas City, Missouri Business License (requires proof)
- The Mentor and Protégé must be current with the City of Kansas City, Missouri e-tax obligations (requires proof)
- The Mentor must complete this application in its entirety, including the completion of the Standard Agreement (requires notary)
- The Mentor must submit a Development Plan which details the following (see Exhibit 1):
 1. The Parties (i.e.. The Mentor and the Protégé)
 2. Key Personnel
 3. Plan Objectives and Goals
 4. Responsibilities of the Mentor
 5. Responsibilities of the Protégé
 6. Scope(s) of Assistance
 7. Schedule of Assistance
 8. Evaluation
 9. Duration
 10. Copies of Additional Agreements
 11. Quarterly Progress Reporting Responsibilities
 12. A Protégé Skill Evaluation Form
- The Mentor may not present that it is an approved Mentor until certified by the Human Relations Department



CITY OF KANSAS CITY MISSOURI
MENTOR/PROTÉGÉ PROGRAM
MENTOR APPLICATION

1. Company Information:

Legal Name:

D/B/A:

Owner's Name/Title:

FEIN or Federal Tax ID:

Date Established/Number of Years in Business:

Principal Place of Business Address:

Mailing Address:

Type of Business (list general & specialties):

Legal Structure of Business:

Do you have a Business Plan? If so, attach a copy.

_____ Yes _____ No

Number of F/T Employees (attach CPRs):

Number of P/T Employees (attach CPRs):

Do you have Insurance? If so, list type and name of Insurance Company:

Is your company required to have Bonding? If so, list type and name of Bonding Company:

Certification Status:

Expiration Date:

(list Certifying Agent in the space provided or N/A)

MBE: _____

WBE: _____

SBA 8: _____

DBE: _____

SLBE: _____



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4. Please check all the categories in which you would be willing to provide assistance:

Project Management _____	Plan Interpretation _____	Skill Development _____
Cost Accounting _____	Financial/Bonding _____	Personnel Training _____
Estimating _____	Construction QA/QC _____	Other (please describe): _____
Construction Methods _____	Document QA/QC _____	_____

5. Please list your current Mentor/Protégé relationships below and attach a Development Plan for each one listed:

Protégé #1: _____	Category of Assistance (see #4 above): _____
Protégé #2: _____	Category of Assistance: _____
Protégé #3: _____	Category of Assistance: _____

By my signature below, I am certifying that the information supplied in this Mentor Application and all of the attachments hereto are true and accurate and that I am a duly authorized officer of the firm making such application to the City of Kansas City, Missouri to participate in the Mentor-Protégé Program.

_____	_____
Signature	Title

_____	_____
Printed Name	Date

NOTARY PUBLIC

On this ____ day of _____, _____, before me appeared _____

And _____ who, being duly sworn, did execute this application, and did state they were properly authorized by the above-named firm, and that they did so as their free act and deed.

Signed _____ Notary Public

My commission expires:

City of Kansas City, Missouri

Human Relations Department

Mentor-Protégé Agreement

This Mentor-Protégé Agreement (“Agreement”) is between _____ (“Mentor”), a legal Missouri for-profit business entity with its principal place of business at _____ and _____ (“Protégé”), a legal Missouri for-profit business entity with its principal place of business at _____ (collectively referred to as “Parties”).

WHEREAS, Mentor is a business with _____ years of experience in providing services in the

(Provide a brief detailed description of the Mentor’s technical /professional capabilities and contracting history, especially doing business with KCMO contracts or tax-incentive agencies operating in Kansas City, Missouri. Attach additional sheets if necessary).

WHEREAS, Protégé is a certified City of Kansas City, Missouri (“City”) Minority Business Enterprise (“MBE”)/Women’s Business Enterprise (“WBE”) or Disadvantaged Business Enterprise (“DBE”) (*circle one*), a disadvantaged small business concern, with _____ years of experience in providing services in the

(Provide a brief description of the Protégé’s technical/professional capabilities for which it is certified to do. Attach additional sheets if necessary).

WHEREAS, the Parties understand and acknowledge that the provisions of City’ Code of Ordinances 130041 Section 3-439(b)(1)-(11) (“KCMO Program”) and, if a DBE, 49 CFR Part 26, Subpart F, Appendix D, are applicable to this Agreement in whole and that failure to abide by any of the provisions outlined in the referenced Section shall constitute a cancellation of the certification of this relationship by the Director of the City’s Human Relations Department (“Director”) unless the Director finds that a waiver for good cause is warranted.

WHEREAS, the Parties understand that any update or revision to the City Code shall not affect this Agreement during the Quarter in which such revision, modification or cancellation is established but shall be enforced in the subsequent Quarter of such revision, modification or cancellation. The Mentor and Protégé will be notified at the time the Quarterly Report as defined herein and at section 3-439(b)(7) that there has been such a revision, update or The Mentor is responsible to stay abreast of such revisions or updates or cancellations of the KCMO Program.

WHEREAS, the Parties understand that the City’s Code governing mentor-protégé relationships may from time to time be modified, updated or otherwise revised and that such revisions could terminate the KCMO Program. . If revisions to the governing Code sections occur, the Mentor and Protégé will be notified by City at the time the Quarterly Report, as defined in City’s Code Section 3-439 (b)(7) and further in Section 2 of this Agreement, that there has been such a revision; however the Parties are responsible to stay abreast of such revisions to the KCMO Program and implement any necessary changes to the Parties Mentor-Protégé relationship. The failure of the City to notify the Parties of Code revisions shall not relieve the Parties of their obligations regarding such changes.

WHEREAS, the Parties agree that the Mentor-Protégé Program centers on the development of a mutually beneficial business relationship in that the KCMO Program can heighten the capacity and availability of the Protégé and improve the Protégé’s ability to successfully compete for contracts consistent with the goals of the KCMO Program; and that Mentor will benefit from the goodwill of providing material benefits and development gains to a disadvantaged small business which will diversify and allow equal access and equal opportunity for competition in the marketplace.

WHEREAS, the Protégé certifies that it does not have more than two (2) mentor-protégé agreements (including this one) and that all other mentor-protégé agreements are regarding different commercially useful functions

WHEREAS, the Mentor certifies that it does not have more than three (3) mentor- protégé agreements (including this one) and that all other mentor-protégé agreements are related to the particular needs of the protégé.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties agree as follows:



Section 1. Assessment of Protégé's Needs. Applicable to KCMO certified MBE/WBE firms, consistent with the Parties' goals, the intent of the KCMO Program and City Code 130041 Section 3-439(b)(1)-(11), the provisions of which are included herein by reference, the Mentor will provide the following services as specifically referenced below:

A. Management and Technical Assistance.

(Please provide a detailed & specific description of the Protégé's area of assistance needed such as: cost estimating/bidding, organization of office and personnel, QA/QC, etc.)(For example: Mentor will meet with the Protégé 20 hours a week to provide training in the area of cost estimating) (attach additional sheets if necessary)

B. Financial Assistance.

(Please provide a detailed & specific description of the Protégé's financial needs such as bonding, bidding, loans, equipment, additional personnel, etc.) (For example: Mentor will extend payment terms to Protégé's payroll needs for up to 3 contracts) (attach additional sheets if necessary)

C. Business Development Assistance.

(Please provide a detailed description of the Protégé's business development needs such as building vendor/client relationships, opportunity identification and tracking, marketing and promotion, etc.)(Attach additional sheets if necessary)

D. Contracting Assistance.

(Please provide a detailed & specific description of the Protégé's contracting needs such as advancement of purchasing, bonding, drafting, enforcement, obtaining mechanics liens, etc.) (For example: Mentor will provide discounted materials to Protégé)

Section 2. Preparation of Reports. The Mentor and Protégé shall individually prepare a quarterly report (the Quarter shall coincide with the City's Quarters) and submit said report to the Human Relations Department which shall include:

- A. Time spent between Mentor and Protégé in furtherance of the mentor/protégé relationship (include attached Exhibit A: Affidavit of Time); and
- B. Nature and extent of management, technical, financial and bonding assistance (include copies of the financial and bonding assistance); and
- C. Summary and explanation of projects bid on or undertaken by the Mentor -Protégé team during the quarter (to include a running list of each quarter); and



D. Additional information as required or requested by the Director.

Section 3. Term of the Agreement.

Unless otherwise terminated pursuant to Section 7 of this Agreement, the term of this Agreement shall be three (3) years from the effective date. The Parties may by written agreement with approval by the City extend the term for up to five (5) years, pursuant to City Code Section 3-349(b)(4).

Section 4. Non-Exclusivity and Competition.

- A. Nothing contained herein shall be construed as establishing an exclusive bidding agreement between the Mentor and Protégé.
- B. Mentor and Protégé agree that the purpose of the Agreement is to build the protégé's capacity to compete in the industry and that Mentor and Protégé shall retain the right to solicit business beyond the scope of this Agreement.
- C. Mentor agrees that it will continue its competitive practices without regard to the Protégé and shall not artificially inflate its MBE or WBE participation on any contract it enters into but shall solicit bids in the normal and ordinary course of business.
- D. Protégé agrees that it may not artificially inflate or deflate its bids where the Mentor is a General or Tier 1 Contractor in order to artificially inflate MBE or WBE participation or to directly influence its selection on Mentor solicited contracts.
- E. The Parties acknowledge that the Director has the authority to review all bid solicitations to ensure compliance with this Agreement and the M/WBE Program.

Section 5. Proprietary and Intellectual Property.

- A. Mentor and Protégé agree that proprietary information shared between the Parties shall be held in confidence and shall not be shared in part or in full with any party outside of this Agreement to the extent possible.
- B. Mentor and Protégé are prohibited from using this Agreement to substantiate any proprietary claim to information or intellectual property exchanged during the course of this Agreement.
- C. Intellectual property rights shall not be affected by this Agreement.

Section 6. Ordinary Business Practices.

- A. Mentor shall work with Protégé in a commercially useful function that is consistent with its customary and ordinary business practices. City Code 130041 section 3-439(b)(9) expressly prohibits inflation of MBE or WBE credit by assigning work to the Protégé that is beyond its MBE or WBE certified scopes of work.
- B. Protégé agrees, where the Mentor is a Prime Contractor or is contracted to provide MBE or WBE participation, Mentor must openly solicit bids from subcontractors to perform work and shall not arbitrarily select Protégé as a subcontractor. Mentor shall perform bid reviews in its ordinary and customary practices.

Section 7. Termination.

- A. This Agreement may be terminated at will by either the Mentor or Protégé. Such termination shall be made in writing at least thirty (30) days prior to the termination date to the non-terminating party with copy to the Director.



- B. This Agreement will automatically terminate if Protégé graduates, voluntarily withdraws, is terminated from the MBE or WBE program, the KCMO Program is terminated by law, or the Director terminates the certification of the Mentor-Protégé relationship. The Parties acknowledge the Director has the power to terminate this Agreement prior to the expiration of the term designated herein for the following reasons:
- i. Abuse of the KCMO Program (e.g. through schemes meant to circumvent the requirements of the M/WBE Program);
 - ii. Fraud;
 - iii. False or misleading statement;
 - iv. Failure to submit timely quarterly reports; or
 - v. Good cause shown.
- C. Termination of this Agreement shall not impair the obligations of the Mentor to perform its current contractual obligations pursuant to government Prime contracts being performed with Protégé unless such contracts are deemed fraudulently procured by the actions of the Mentor. 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 or Protégé unless such contract is deemed fraudulently procured by the actions of the Protégé.
- D. The Parties acknowledge if the Director terminates this Agreement based on fraud or abuse, the Director shall refer the case for debarment proceedings of both the Mentor and Protégé and the Protégé shall be decertified from the M/WBE Program immediately pursuant to City Code 130275, Section 3-321.
- E. The Parties acknowledge if the Director terminates this Agreement based on false or misleading statements, the Director may pursue applicable criminal and/or civil penalties in addition to the grounds for sanction pursuant to Code 130041, Section 3-465.

Section 8. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or delivered by courier to the following:

MENTOR:

 _____ (Provide Mentor address, fax, phone number and contact person for administration of this Agreement)

PROTEGÉ:

 _____ (Provide Protégé address, fax, phone number and contact person for administration of this Agreement)

Human Relations Department
 Director
 414 E. 12th Street
 Kansas City, MO 64106

Section 9. For DBE Mentor/Protégé relationship, the Parties agree that the written Mentor/Protégé Development Plan as approved by KCMO shall control.



Section 10. Effectiveness; Date. This Agreement will become effective when the last party signing the Agreement has signed it. The date this Agreement is signed by the last party signing the Agreement will be deemed the date of this Agreement.

Sec. 11. Binding Effect. This Agreement is executed between the Parties through their own free-will and cognizance. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest.

Sec. 12. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Sect. 13. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

Each party is signing this Agreement on the date stated opposite that party's signature.

MENTOR

By signature below, the Mentor explicitly provides that the information provided herein is true and accurate and hereby requests that the Director provide certification of the Mentor-Protégé relationship contemplated by this Agreement.

I hereby certify that I have authority to execute this document on behalf of
Mentor

Date: _____

By: _____

Name: _____

Title: _____

State of _____, County (and/or City) of _____. On this _____ day of _____ in the year _____ before me, _____ (name of notary), a Notary Public in and for said state, personally appeared _____ (name of officer), _____ (title of person, president, vice president, etc.), _____ (name of corporation), known to me to be the person who executed the within _____ (type of document) in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated. _____ (official signature and official seal of notary)

PROTÉGÉ

By signature below, the Protégé explicitly provides that the information provided herein is true and accurate and hereby requests that the Director provide certification of the Mentor-Protégé relationship contemplated by this Agreement.

I hereby certify that I have authority to execute this document on behalf of
Protégé

Date: _____

By: _____

Name: _____

Title: _____

State of _____, County (and/or City) of _____. On this _____ day of _____ in the year _____ before me, _____ (name of notary), a Notary Public in and for said state, personally appeared _____ (name of officer), _____ (title of person, president, vice president, etc.), _____ (name of corporation), known to me to be the person who executed the within _____ (type of document) in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated. _____ (official signature and official seal of notary)



CERTIFICATION BY CITY OF KANSAS CITY, MISSOURI

By signature below, the Director is granting certification of this Mentor-Protégé relationship herein contemplated based upon information provided by the Mentor and Protégé.

Date: _____

By: _____

Name: _____

Title: Director of Human Relations, City of Kansas City, Missouri

[Human Relations Department Seal]





MENTOR: _____

PROTÉGÉ: _____

Business Category: _____

KCMO HUMAN RELATIONS DEPARTMENT
Mentor-Protégé Program
(City Code 130041, Section3- 439)
DEVELOPMENT PLAN

Prepared Exclusively For:

City of Kansas City, Missouri
Human Relations Department
Mentor/Protégé Program
414 E. 12th Street
Kansas City, MO 64106

DATE: _____



A. Mentor & Protégé Description

The Mentor is _____, NAICS CODE _____,
_____. Year Established _____.

Services:

Contact Information:

The Protégé is _____, NAICS CODE _____,
_____. Year Established _____.

Services:

Contact Information:



C. Scope of Assistance

The Mentor must list its primary area(s) of assistance categories as follows:

Project Management	—	Cost Accounting	—
Estimating	—	Construction Methods	—
Plan Interpretation	—	Financial/Bonding	—
Construction QA/QC	—	Document QA/QC	—
Skill Development	—	Personnel Training	—

The following table provides a look at the major area(s) of assistance and the primary items on which progress will be measured. The following pages include the detailed scope for each of the defined assistance areas:

<i>Primary Areas of Assistance</i>				
Measurable Category	Construction Management	Technical Assistance	Project Management	Not Applicable
1.0 Construction Activities				
1.1 Review Preconstruction Activities				
1.2 Review During Construction Activities				
1.3 Review Reporting & Tracking Tools				
1.4 Review Project Tracking Tools				
1.5 Review Schedule Tools				
1.6 Other Related Tasks				
2.0 Developing Scope & IT				
2.1 Scoping/Scope Writing				
2.2 Review Scope Management				
2.3 Project Scheduling				
2.4 Review Schedule Creation				
2.5 Review Scope Management				
3.0 Budget Creation				
3.1 Budget Management				
3.2 City & Statutory Agency Project Identification				
3.3 Quarterly Progress Reporting				
4.0 Financial Assistance				
4.1 Insurance				
4.2 Bonding				
4.3 Payroll				
5.0 Personnel				
5.1 Personnel Training/Skill Development				



1.0 Construction Activities

The goal of construction management training is to learn the successful execution of capital projects for the City of Kansas City Missouri and/or tax-incentive agencies (e.g. TIF, LCRA, PIEA, Port Authority, etc.).

The Mentor will provide the benefit of years of experience and expertise in pursuit of developing the construction management skill sets for the Protégé as follows:

- 1.1 Review Preconstruction Activities (provide a detailed description below):

- 1.2 Review During Construction Activities (provide a detailed description below):

- 1.3 Review Reporting & Tracking Tools (provide a detailed description below):

- 1.4 Review Project Tracking Tools (provide a detailed description below):

- 1.5 Review Schedule Tools (provide a detailed description below):

- 1.6 Other Related Tasks (provide unique tasks associated with this particular mentor-protégé relationship):

2.0 Developing Scope and Information Technology Systems

The goal of scope development and IT systems is to help organize the details of a project and to be able to properly tracking and ensure compliance with reporting requirements of KCMO and tax-incentive projects. The Mentor will provide training on particularly related software which is required for use on City of Kansas City, Missouri and tax-incentive projects including the diversity management system *B2GNow* and the certified payroll system *myLCM* for the Human Relations Department. The training



will consist of _____,

_____, _____, _____

(include additional lines if necessary). The Mentor will provide assistance to Protégé on how to develop scopes so that Protégé may properly respond to RFPs, RFQs, and Bid Solicitations on City and tax-incentive projects for which the Protégé firm is qualified as follows:

2.1 Scoping/Scope Writing (provide detailed description below):

2.2 Review Scope Management (provide detailed description below):

2.3 Project Scheduling (provide detailed description below):

2.4 Review Schedule Creation (provide detailed description below):

2.5 Review Scope Management (provide detailed description below):

2.6 IT Systems (provide a complete list of software, hardware, and database(s) below):

3.0 Project Budget

Identifying the proper project for which a firm is suited helps to grow a business. The purpose of a Project Budget is to ensure proper resources are allocated to do particular tasks on the identified project. This process ensures that profit and losses are recorded properly and are easily accessible for end-of-year reporting per project. Project Budgets also assists with various City Code requirements and



federal requirements. The Mentor will provide its expertise to assist Protégé in the following capacities [check all categories applicable]:

<i>Budget Creation</i>				
Measurable Category	New Skill to Protégé	Technical Assistance	Proprietary Assistance	Not Applicable
Identify Budget Software (MS Projects, Excel and other scheduling tools)				
Import Scope into Budget (match scope task descriptions and values exactly)				
Assigning Man-Hours				
<ul style="list-style-type: none"> Personnel Categories 				
<ul style="list-style-type: none"> Direct Expenses 				
<ul style="list-style-type: none"> Scope—Budget Feedback Loop: adding text into Scope to clarify the exact part of each scope task (design stds used; design methods used; analysis limits such as length, number, iterations, direct expenses included/excluded...etc.) 				
<ul style="list-style-type: none"> Review Tracking Methods (links to payroll, PM access to daily timesheets; reporting to client/staff; overruns) 				

3.1 Budget Management (provide detailed description below):

3.2 City & Statutory Agency Project Identification (provide a list of project(s) for which the Protégé is or will be pursuing):

3.3 Quarterly Progress Reporting (provide a detailed description of project’s quarterly budget tracking):



D. SCHEDULE OF ASSISTANCE

Please complete the schedule of assistance using the task name, duration of each task and the interrelationship between tasks (e.g. predecessor and successor). Submittal, milestones and meetings should be included in the schedule as well. [NOTE: A Gantt Chart may be utilized to present the schedule of assistance, however a Gantt Chart is not required].



E. RESPONSIBILITIES

The Mentor agrees to provide an initial assessment of the proposed activities/skills the Protégé is able to provide at the time of entering into the Mentor-Protégé Development Plan. The training/development provided to the Protégé by the Mentor shall be based on this preliminary assessment.

The Mentor will also provide the Protégé with periodic evaluations on the areas of training/development to be provided as identified in the initial assessment.

The Mentor will be responsible for the Development Plan. This includes the design of the training program for the area(s) of assistance described in Section C of this Plan. The Mentor will provide the methodology for training the Protégé, scheduling the training activities, and documenting the progress of the Protégé.

The Protégé will be responsible for actively engaging with the Mentor as evidenced by participating in the training as scheduled and attending meetings as required by the Mentor. The Protégé will also submit all reports as required by the Mentor to evaluate the progress of the training and to assist in achieving training milestones.

The Protégé will be responsible for ensuring that its' MBE, WBE, and/or DBE status remains compliant with the applicable certification requirements by documenting all assistance received from all Mentor(s) and a copy of the Mentor-Protégé Certificate for each relationship the Protégé has with a Mentor on an annual basis.



F. EVALUATION

The Mentor will design and complete an evaluation form for each category of training and for individual milestones related to the training. A sample Evaluation form is included as Section L of this document.

G. DURATION

The duration of this Development Plan shall be the same as the signed and notarized Mentor-Protégé Agreement.

This Development Plan shall terminate upon termination of the Mentor-Protégé Agreement as outlined in the Mentor-Protégé Agreement.

H. KEY PERSONNEL

MENTOR STAFF:

NAME	TITLE

MBE-WBE-DBE Protégé STAFF:

NAME	TITLE



I. COPIES OF AGREEMENTS

All Agreements between Mentor and Protégé are found as Attachments (labeled Exhibit 1-...) to this Development Plan for reference by the KCMO Mentor-Protégé Compliance Officer. In the case of a DBE Mentor-Protégé Relationship, such reference shall be given to the MoDOT Mentor-Protégé Oversight Committee. All Agreements must be approved by the KCMO Mentor-Protégé Compliance Officer prior to execution by the certified firm.

Subsequent Agreements to be made a part of the Development Plan shall be forwarded to the KCMO Mentor-Protégé Compliance Officer within ten (10) days and in the case of the DBE Mentor-Protégé Relationship, such documents shall be forwarded to the MoDOT Mentor-Protégé Oversight Committee.

J. PROHIBITIONS

This Development Plan does not constitute an exclusive arrangement as it is strictly prohibited by local and state law governing Mentor-Protégé relationships.