519.7010 Agreement contents.

The contents of the Agreement must contain:

(a) Names, addresses (including facsimile, e-mail, and homepage) and telephone numbers of mentor and protégé firms and the name, telephone number, and position title within both firms of the person who will oversee the Agreement.

(b) An eligibility statement from the protégé stating that it is a small business, its primary NAICS code, and when applicable the type of small business (small disadvantaged business concern, HUBZone small business concern, women-owned small business concern, veteran-owned small business concern, or service-disabled veteran-owned small business concern).

(c) A description of the type of developmental assistance that will be provided by the mentor firm to the protégé firm (see 519.7012).

(d) Milestones for providing the identified developmental assistance.

(e) Factors to assess the protégé firm’s developmental progress under the Program.

(f) The anticipated dollar value and type of subcontracts that may be awarded to the protégé firm consistent with the extent and nature of mentor firm’s business, and the period of time over which they may be awarded.

(g) Program participation term: State the period of time over which the developmental assistance will be performed.

(h) Mentor termination procedures: Describe the procedures applicable to the mentor firm when notifying the protégé firm in writing and at least 30 days in advance, of the mentor firm’s intent to voluntarily withdraw its participation in the Program, or to terminate the Agreement.

(i) Protégé termination procedures: Describe the procedures applicable to the protégé firm when notifying the mentor firm in writing at least 30 days in advance of the protégé firm’s intent to terminate the Mentor-Protégé Agreement.

(j) Plan for accomplishing contract work should the Mentor-Protégé Agreement be terminated or a party excluded under 519.7014(b). The mentor’s prime contract with GSA continues even if the Mentor-Protégé Agreement or the Mentor-Protégé Program is discontinued.

(k) The protégé must agree to provide input into the mentor firm’s semiannual reports (see 519.7015). The protégé must submit a “Lessons Learned” evaluation along with the
mentor firm at the conclusion of the Mentor-Protege’ agreement.

(l) Other terms and conditions as specified by the Mentor-Protege’ Manager on a case-by-case basis.

519.7011 Application review.

(a) The Mentor-Protege’ Program Manager will review the information specified in section 519.7009(b) and 519.7010 to establish the Mentor’s and Protege’s eligibility and to ensure all necessary information is included. If the application relates to a specific contract, then the Mentor-Protege’ Program Manager will consult with the applicable contracting officer regarding the adequacy of the proposed Agreement, as appropriate. The Mentor-Protege’ Program Manager will complete its review no later than 30 days after receipt of the application. The contracting officer must provide feedback to the Program Manager no later than 10 days after receipt of the application.

(b) After the Mentor-Protege’ Program Manager completes its review and provides written approval, the Mentor may execute the Agreement and implement the developmental assistance as provided under the Agreement. The Mentor-Protege’ Program Manager will provide a copy of the Mentor-Protege Agreement to the GSA contracting officer for any GSA contracts affected by the Agreement.

(c) The Agreement defines the relationship between the Mentor and the Protege’ firms only. The Agreement itself does not create any privity of contract or contractual relationship between the Mentor and GSA nor the Protege’ and GSA.

(d) If the Agreement is disapproved, the Mentor may provide additional information for reconsideration. The Mentor-Protege’ Program Manager will complete the review of any supplemental information no later than 30 days after its receipt. Upon finding deficiencies that GSA considers correctable, the Mentor-Protege’ Program Manager will notify the Mentor and Protege’ and request correction of the deficiencies to be provided within 15 days.

519.7012 Developmental assistance.

The forms of developmental assistance a mentor can provide to a protege’ include:

(a) Management guidance relating to—

(1) Financial management;
(2) Organizational management;
(3) Overall business management/planning; and
(4) Business development.
(b) Engineering and other technical assistance.
(c) Loans.
(d) Rent-free use of facilities and/or equipment.
(e) Temporary assignment of personnel to the protege for purpose of training.
(f) Any other types of developmental assistance approved by the GSA Mentor-Protege’ Program Manager.

519.7013 Obligation.

(a) The mentor or protege’ may terminate the Agreement in accordance with 519.7010. The mentor will notify the Mentor-Protege’ Program Manager and the contracting officer, in writing, at least 30 days in advance of the mentor firm’s intent to voluntarily withdraw from the Program or to terminate the Agreement, or upon receipt of a protege’s notice to withdraw from the Program.

(b) Mentor and protege’ firms will submit a “Lessons Learned” evaluation to the GSA Mentor-Protege’ Program Manager at the conclusion or termination of each Mentor-Protege Agreement or withdrawal from the Mentor-Protege’ program.

519.7014 Internal controls.

(a) The GSA Mentor-Protege’ Program Manager will manage the Program. Internal controls will be established by the Mentor-Protege’ Program Manager to achieve the stated Program objectives (by serving as checks and balances against undesired actions or consequences) such as:

(1) Reviewing and evaluating mentor Applications for realism, validity and accuracy of provided information;
(2) Monitoring each Mentor-Protege’ Agreement by reviewing semi-annual progress reports submitted by mentors and proteges on protege development