



Partnering for Growth Program
Guidelines for Disadvantaged Business Enterprises (DBE) or
Veteran Owned Small Businesses (VOSBs)

I. Program Overview

Note: The Partnering for Growth Program was formerly the Partnership-Mentor/Protégé Program.

The Illinois State Toll Highway Authority (hereinafter "Tollway") has created the Partnering for Growth Program for DBEs or VOSBs to facilitate our professional services consultants with:

- A. Meeting our stated for Disadvantaged Business Enterprises (DBE) or Veteran Owned Small Businesses (VOSB) goals,
- B. Establishing new partnerships with DBE or VOSB firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for DBE and VOSB firms that have limited experience providing professional services to the Tollway, and
- D. Assisting DBE and VOSB firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering, and Professional Land Surveying.

The Professional Services Consultant (Mentor) will receive, by entering into a Partnering for Growth Agreement with a Protégé that has not been mentored previously on either a Tollway or Illinois Department of Transportation (IDOT) project, a quarter-percent (0.25%) credit toward meeting the DBE or VOSB participation goal.

The Mentor may not receive VOSB and DBE participation credits for the same protégé on a contract.

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project. Therefore, the protégé's participation must match the goal for which the protégé is being utilized.

Any agreement between a Consultant and a VOSB or other subconsultant in which the Consultant requires that the subconsultant not provide professional services proposals to other consultants is prohibited.

II. Procedure for Participating in the Tollway's Partnering for Growth Program for DBEs and VOSBs

A **VOSB** means a business certified by the State of Illinois Department of Central Management Services (CMS) as a VOSB or SDVOSB business.

A **DBE** means a business certified by the City of Chicago or Cook County as a M/WBE, certified by the U.S. Small Business Administration (SBA) as an 8(a) business, or certified by the Illinois Unified Certification Program as a DBE. Current Illinois Unified Certification Program participants include IDOT, the Chicago Transit Authority, METRA, PACE, and the City of Chicago by the requirements of 49 CFR part 26.

- A. The Mentor and DBE or VOSB Protégé must sign a Memorandum of Understanding

(Exhibit E) as part of the Statement of Interest submitted in response to a Professional Services Bulletin (PSB). The Memorandum of Understanding must include the following:

- B.
1. Level of participation by the DBE or VOSB Protégé (percentage of contract value). No minimum participation level is required for a DBE or VOSB firm to qualify as a Protégé in a Partnering for Growth Agreement.
 2. Assessment of the Protégé's needs.
 3. Description of specific assistance the Mentor will provide to address the Protégé's needs.
 4. Mentor experience with the Tollway's Mentor/Protégé Program.
 5. Protégé experience with the Tollway's Partnering for Growth Program and IDOT's Mentor/Protégé Program.
 6. Explanation of need for additional mentoring if the Protégé has been mentored in the same Area of Assistance for a Tollway and/or IDOT project a combined total of more than three times.
- C. After selecting the professional services consultant for the PSB item, the awarded Consultant (Mentor) will submit a Partnering for Growth Agreement to the Tollway. The Agreement is more detailed than the Memorandum of Understanding submitted with the Statement of Interest as it describes the Protégé's participation by tasks, hours, and deliverables. It also provides a schedule for monitoring progress, submitting interim reports, and preparing a final assessment of the Mentor and Protégé relationship.
- D. The Partnering for Growth for DBE or VOSB Agreement is subject to the approval of the Tollway.

III. Partnering for Growth for DBE-VOSB Agreement Requirements

The Mentor must demonstrate a significant level of commitment, performance, and capability to provide meaningful instruction and beneficial resources to their Protégé.

The Agreement will not be approved if the assistance provided is insufficient to promote any real gains to the Protégé.

The Agreement must describe in narrative form the scope of services that the Protégé will perform. The work to be completed by the Protégé under the mentorship of the prime Consultant may be in technical areas that require IDOT prequalification or nontechnical areas that do not require prequalification. When technical work that requires IDOT prequalification is being performed by the Protégé, but the Protégé does not possess that specific prequalification, the Protégé's work will be covered under the Mentor's prequalification category. The Mentor will maintain responsibility for the work.

- A. The Mentor must provide mandatory capacity-building to the Protégé in the following areas:
1. Provide guidance and oversight to the Protégé.
 2. Work with the Protégé to develop a Project Management Plan from the project's conception through project completion.
 3. Provide guidance and oversight to the Protégé on developing the Quality Assurance/Quality Control Plan, including the CAD Plan if applicable.
 4. Familiarizing Protégé with applicable laws, regulations, and rules.
- B. The Mentor may provide optional capacity-building to the Protégé in the following

areas:

1. Training in technical aspects of operating the business, such as invoicing, accounts receivable, marketing, business forecasting, associated budgeting, human resource, information technology development, and selection techniques for insurance and banking relationships.
2. Assistance in preparation of change orders, claims filing, dispute scheduling resolution, and other performance aspects.
3. Assistance in the preparation of contract documents, proposals and Statements of Interest.
4. Guidance regarding the Protégé's procedures in accounting for the actual daily cost of labor, production, and overhead.
5. Identify Protégé's unique challenges and provide a plan to address each challenge.
6. Other areas are appropriate for Protégé's needs.

C. The detailed Agreement should include the following information:

1. A description of the Protégé's areas of assistance.
2. Description of mentoring activities and associated level of effort, including an estimate of hours.
3. Deliverables related to mentoring work.
4. Duties and responsibilities of Mentor and Protégé, including the list of key personnel.
5. Benchmarks to measure mentoring progress.
6. Process for evaluating Partnering for Growth relationship.
7. Termination provisions.

D. Termination of the Agreement

The Prime Consultant will notify the Tollway in writing if the Agreement is terminated before completion of the project. Reasons justifying termination of the Agreement may be that either party has failed or is unable to meet its obligations or that the Protégé is not progressing or is not likely to advance in accordance with the Agreement. If the Agreement is terminated before completion of the project and the Protégé is unable to continue working on the project, the amount credited toward meeting the DBE or VOSB participation goal will be commensurate with the amount paid to the Protégé at the time the Agreement is terminated. Further, if the Protégé had no prior experience being mentored, **the quarter-percent (0.25%) for DBE or VOSB credit** awarded as an incentive to the Mentor will be disallowed.

IV. Protégé Requirements

The Protégé must be certified and in Good Standing by the pre-identified agencies (as listed in Section II of this document) as a DBE or VOSB firm. The Protégé firm must perform a commercially useful function under the contract, have the finances and experience to perform under the prime Consultant, and not act merely as a middle-person, passive conduit, or broker of services.

The Protégé should have an established track record as a professional services consultant and express interest in expanding its services in a particular field such as design services, construction management, construction inspection services, project management, or other related services.

The Protégé is eligible to participate in other subcontracting opportunities outside the Partnering for Growth Program's parameters on other contracts. Exclusive agreements between the Mentor and Protégé are prohibited and violate federal anti-trust laws.

The Protégé must remain a separate and distinct independent business entity from the Mentor.

V. Program Monitoring, Reporting, and Record Keeping

Tollway staff will conduct periodic compliance reviews to monitor and report the Protégé's progress. A schedule will be established with the parties to monitor performance and compliance with the Agreement.

Following the Tollway's approval of the Agreement, a Quarterly Report must be submitted to the Tollway to verify payments toward meeting the stated level of Protégé's participation in the Partnering for Growth Program. The Quarterly Report must summarize the services and/or skills provided to Protégé, including hours and areas of involvement, managerial, technical, or financial-related assistance.

The Tollway may request additional information if the report is not acceptable.

Illinois Tollway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515