



# Mentor-Protégé Program

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Disadvantaged Business Enterprise  
NDOT External Civil Rights Division

Date: July 2016

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## **I. INTRODUCTION AND OVERVIEW**

The Nevada Department of Transportation (NDOT) Mentor-Protégé Program (Program) serves to foster a more competitive environment for NDOT projects by building a broader base of Disadvantaged Business Enterprises (DBEs) able to perform work on highway construction projects (including designing and engineering). NDOT will operate a Mentor-Protégé Program within the guidelines set forth in Appendix D, 49 CFR, Part 26 (see Attachment 6), and in cooperation with the Nevada Unified Certification Program (NUCP) partners:

- Carson Area Metropolitan Planning Organization (CAMPO);
- Clark County Department of Aviation, McCarran International Airport;
- Regional Transportation Commission of Southern Nevada (RTCSNV);
- Regional Transportation Commission of Washoe County (RTCW); and
- Reno-Tahoe Airport Authority (RTAA)

A Mentor-Protégé relationship may be recommended to firms as part of their business development plan if it is determined through an in-depth business assessment that the DBE firm's developmental goals would greatly benefit from the relationship.

The Program's immediate objective is to strengthen the long-term stability of DBE firms by focusing the resources on those critical business skills and assets that contractors require to compete successfully in the open market. The Program's goals are to:

- Enhance the business skills of Nevada certified DBE firms;
- Broaden the base of DBE firms' design, engineering and construction activity; and
- Build long-term stability of DBE firms.

In addition to the above goals, it is the intent that the Program assist in overcoming the following common barriers for DBE firms:

- Inability to accommodate size or volume of work;
- Inability to secure adequate financing; and
- Inability to secure adequate bonding.

Involving larger and more established firms in the development of growing DBEs is crucial to the success of the Mentor-Protégé Program. NDOT is committed to fostering a climate that allows DBE firms to benefit from the knowledge and experience of the larger and more established firms.

## **II. DEFINITIONS**

**Mentor** – Generally, a mentor is defined as a person who guides another to a greater success. An experienced, large and more established firm willing to advise or train a small DBE firm.

**Protégé** – A small DBE firm that is guided and supported by a large and more experienced firm.

**Mentor-Protégé** – Two year partnership involving existing businesses that agree to work together to address matters necessary to help enhance the Protégé's success.

**Disadvantaged Business Enterprise (DBE)** – Firm 51% owned and controlled by a socially and economically disadvantaged individual(s) and can meet the certification requirements of the Code of Federal regulations (49 CFR Part 26).

**Supportive Services Consultant** – Individual/entity that can provide technical assistance to the Protégé (e.g. accounting, bond readiness, website development, marketing).

### **III. MEASURABLE OBJECTIVES**

The Department will be looking for the following indicators of Protégé program participation success:

- Higher than average survival rate for the Program's Protégés;
- Continuous improvement in the financial strength and bonding capacity of those firms;
- Consistent success in meeting the objectives included in each Protégé's individual business plan; and
- High rate of successful transition out of the program.

### **IV. ROLES & RESPONSIBILITIES**

Those most deeply involved in the program will be NDOT as well as those firms that are selected as Protégés and those firms that agree to become Mentors.

#### **NEVADA DEPARTMENT OF TRANSPORTATION**

NDOT is the sponsor/program administrator. NDOT's duties include:

- Advertising and promoting the program;
- Organizing related business events;
- Collecting enrollment information from potential Protégés;
- Informing and reminding Mentors and Protégés of their roles and responsibilities;
- Collecting status reports;
- Maintaining program records;
- Identifying the necessary sources of Supportive Services funding; and
- Evaluating the progress of the Mentors' and Protégés' partnership through the submission of quarterly progress reports. These quarterly reports will allow NDOT to monitor the Mentor-Protégé relationship and the achievement of the goals identified in the Mentor-Protégé Developmental Action Plan.

#### **SUPPORTIVE SERVICES**

The Department, inasmuch as possible, will provide information for Protégés to seek technical assistance (e.g., accounting, bond readiness, website development, and marketing). The services provided to any one firm will depend on its particular needs and to local resources available. Mentors and Protégés will jointly identify those needs during their regular meetings. If effective, the Mentoring process will help the Protégés make the most intelligent and effective use of Supportive Services, and generally, encourage the sound business practices that increase a firm's potential for sustainable growth. The Department will consider reimbursement of costs of supportive services but any request for reimbursement will need adequate justification and must be provided to, and approved by, the Department in advance of use of the services.

The major categories of Supportive Services could include, but are not limited to the following:

- General business management;
- Financial administration;
- Insurance and bond readiness;

- Website development; and
- Business development/marketing.

## **MENTORS**

The quality of the Mentor is the key to the success of any Mentor-Protégé program. Mentors will represent well-established firms, who have the knowledge and experience to help DBEs/SBEs refine and implement sound operating plans.

The Mentor firm will be required to meet with the Protégé on a regular basis. Mentors should train their Protégés to accomplish the following (Also see attached Memorandum of Understanding (MOU):

- Set targets for improvement;
- Set time table for meeting those targets;
- Assist with Protégé's business strategies;
- Assist in evaluating the outcomes;
- Assist in development of the Protégé's Business Plan;
- Regularly review their Protégé's business and action plans; and
- Monitor their Protégés' key business indicators, including their cash flow, work in progress and recent bids.

## **PROTÉGÉ**

The Protégé is a firm that has been in business a minimum of one year and has demonstrated reasonable business acumen. The Protégé's responsibilities include, but are not limited to:

- Identify operational weaknesses;
- Attend meetings scheduled by Mentors;
- Share financial and other proprietary information with Mentor;
- Provide Mentor with company's business profile (accomplishments, certifications, current work-in-progress, current capacity and location);
- Make every reasonable effort to implement the business decisions that the meetings produce; and
- Take the initiative to request whatever additional assistance they may need to address significant business issues.

## **V. STANDARD OPERATING PROCEDURES**

Admission to the NDOT Mentor-Protégé Program is by application (see attached). Once accepted, each Protégé is paired with a Mentor. Working together, a Memorandum of Understanding (MOU) will be signed and approved by the Department (see attached for a sample MOU). The Mentor focuses on assisting the Protégé in developing a business plan, developing marketing strategies, understanding financial statements, and identifying and implementing other action items needed to meet the Protégé firm's goals. The Mentor and Protégé, will together, develop and implement a Mentor-Protégé Developmental Action Plan.

This Program is neither designed nor intended to meet any legal standards set by federal, state, local or other public agencies. The Mentor-Protégé program goal is to pair companies in a relationship that each finds acceptable. The Mentor-Protégé partnership may be dissolved upon written request by either party within 30 days. NDOT will review all circumstances on a case by case basis.

## **APPLICATION PROCESS**

Selection for the NDOT Mentor-Protégé Program is conducted through an application process. In addition to announcing the process on the NDOT website, solicitation to DBE firms is made via letter and e-mail. To apply for participation, businesses must meet the following criteria:

- Participants must be current on all taxes and applicable licenses;
- Current business must have been in continuous operation for the last 12 months;
- Participants must be certified as a DBE in Nevada and be headquartered in Nevada;
- Participants must be involved in the highway construction industry; and
- Participants must be committed to following program rules, guidelines, and processes so that incremental growth and business success can be achieved.

## **SELECTION OF MENTORS**

The Department will solicit individuals to participate as Mentors. To facilitate a successful working relationship between the Mentor and Protégé, NDOT will attempt not to pair industry competitors, unless a request is made (in writing) by the Mentor or Protégé.

The potential Mentor is advised of the Program parameters and its purpose. Emphasis is placed on the commitment necessary to making the program work.

The Mentors' experience can be expected to assist Protégés:

- Identify any weaknesses in the Protégé's general or financial management;
- Identify the professional services that could help address those areas;
- Identify any seminars or other educational programs that Protégés should take; and
- Directly impact Protégés' engineering, project, and construction management.

## **SELECTION OF PROTÉGÉS**

NDOT solicits DBE firms performing work in the highway construction industry to make application to the Program. In addition to the application deadline being posted on the website, NDOT will solicit DBE/SBE firms through its DBE program and community resources.

All applicants must complete and submit a Program application. NDOT reviews all information contained in the application prior to interviewing an applicant.

NDOT will not accept applications from new, start-up firms. To be considered for selection into the NDOT Mentor-Protégé program, the firm must be in operation for at least one year.

Mentors and Protégés will be invited to meet and determine if they are compatible. If one party or both decide not to go forward, NDOT will restart the matching process.

## **PROTÉGÉ PERFORMANCE STANDARDS**

If the Mentor-Protégé Program is successful, Protégés will achieve measurable success against a sound business plan. The Program expects Protégés to demonstrate continuous improvement -- from quarter to quarter and from year to year -- in the following areas:

- Capital base, including:
  - Working capital;
  - Depreciated value of equipment owned or leased;

- Payroll;
- Material expensed;
- Overhead expensed;
- Net profit;
- Available credit;
- Bonding limits, per job and in the aggregate;
- Value of current and future work;
- Success in getting profitable work outside any government or other procurement program for small, minority, women or disadvantaged business enterprises;
- Retention of reliable and productive employees; and
- Customer loyalty resulting in repeat business.

## **MEETINGS**

The first meeting associated with the Mentor-Protégé partnership will be an orientation that will be conducted by NDOT.

Once paired, Mentors and their Protégés is expected to conduct regularly scheduled meetings. Additional regular contact via telephone or e-mail is also required. The Mentor and Protégé, at the onset of their relationship, should establish which party will be responsible for arranging these meetings, creating an agenda and a recap of the meeting.

At these meetings, the Mentor and Protégé should also review the items in the MOU and the Developmental Action Plan established at the beginning of the relationship and make any appropriate changes. They should, for example:

- Review and identify any new barriers to the Protégé's success;
- Identify any management, accounting or other professional services that the Protégé still needs;
- Set specific targets for further improvement; and
- Set a deadline for hitting each target.

The Mentor and Protégé will develop a Developmental Action Plan with objective goals and milestones outlined, steps and results required, for the Protégés to improve their prospects for success. Meetings should be held at least monthly and, on their own initiative, Mentors, Protégés, and any Supportive Services staff should also hold such other meetings as they may find necessary.

In addition to the Developmental Action Plan, the Mentor and Protégé should review the Protégé's business plan. Together, Mentors and their Protégés should identify the steps necessary to implement that Plan, and should agree on a set of specific actions for the Protégé to take by the time of the next meeting. Mentors and their Protégés should also review and discuss the latter's recent performance, and see how it compares with earlier decisions and the Protégé's overall business plan.

## **PROGRESS REPORTS**

Progress reports are intended to help everyone assess the actual results of the Mentor-Protégé Program. They should also help the various participants clarify and strengthen their individual roles. Recognizing that the relationships among the participants are all voluntary, the reports should also help strengthen the program as a whole. The reports may be in any format but should be consistent with any plan developed by the Mentor and Protégé and be in conformance with the MOU (see attached format sample).

Quarterly reports are to be submitted to NDOT by the Mentor and Protégé, both jointly and separately. These reports will advise of the Protégé's most recent efforts to implement its Developmental and Business plans and the results of those efforts. The report will also detail the Protégé's current needs. Mentors and Protégés are to use this report to guide their next steps. The reports may be in any format but should be no more than a few pages in length and should include any noteworthy accomplishment, need, or issue.

### **PROTÉGÉ RESPONSIBILITIES**

Protégés have certain responsibilities. They are required to attend all regularly scheduled meetings and to help complete the agenda for those meetings. Between such meetings, Protégés must make every reasonable effort to implement the business decisions that the meetings produce. Depending on the circumstances, they may, for example, need to:

- Work with an accountant or other Supportive Services Consultant;
- Attend seminars and/or other educational programs; or
- Implement specific changes in the management or operation of their businesses.

On a continuing basis, and for as long as they are enrolled in the program, Protégés must also:

- Provide complete and up-to-date information on their businesses, including their business and action plans, their cash flow, their latest bids, and their work in progress; and
- Take the initiative to request whatever additional assistance they may need to address significant business issues.

### **GRADUATION**

Pending the attainment of the conditions and objectives outlined in the Memorandum of Understanding (attached), a formal graduation acknowledgement will be conducted at the end of the two-year period. Many variables will affect the pace with which each Mentor-Protégé team will realize their goals. At the close of two years, if a Mentor-Protégé team has not met all of the conditions and objectives in the MOU and Developmental Action Plan, an exit strategy will be established with NDOT's guidance.



**NEVADA DEPARTMENT OF TRANSPORTATION  
MENTOR-PROTÉGÉ PROGRAM  
MENTOR APPLICATION**

<b>Business Name:</b>		<b>Business Address:</b>		<b>Mailing Address (if different)</b>	
<b>Owner Name:</b>		<b>Owner Title:</b>			
<b>Business telephone:</b>		<b>Business Fax Number:</b>		<b>E-mail address:</b>	
<b>Work Type:</b>					
<b>Name of Insurance Company:</b>		<b>Name of Bonding Company:</b>			
<b>Agent:</b>		<b>Agent:</b>			
<b>Phone Number:</b>		<b>Phone Number:</b>			
<b>\$ Amount:</b>		<b>Single \$:</b>			
<b>Type of Coverage:</b>		<b>Aggregate \$:</b>			
<b>Gross Receipts (3 years):</b>					
<b>Please list major projects for the last two years (list the most recent first). If new business, list previous business</b>			<b>Indicate your role: (P) Prime Contractor; (JV) Joint Venture; (SUB) Subcontractor</b>		
Project Name	Type of Project	Role			Contract
		P	JV	SUB	
					\$
					\$
					\$
					\$

**ATTACHMENT 1—PAGE 2**

**Check the categories you would be interested in Mentoring (check all that apply):**

<input type="checkbox"/> Business Plans	<input type="checkbox"/> Obtaining Permits Sub-contractors	<input type="checkbox"/> Bonding & Insurance
<input type="checkbox"/> Banking Services	<input type="checkbox"/> Organization Structure	<input type="checkbox"/> Prompt Payment Procedures
<input type="checkbox"/> Records & Contract Management	<input type="checkbox"/> Payrolls (federal, state, fringe benefits)	<input type="checkbox"/> Operations Assessment
<input type="checkbox"/> Reading & Interpreting Contract Plans & Specifications	<input type="checkbox"/> Personnel Management	<input type="checkbox"/> Analysis of major, fixed and variable cost
<input type="checkbox"/> Post Award Bid Assessment	<input type="checkbox"/> Construction Equipment & Materials	<input type="checkbox"/> Accounting Records Preparation & Maintenance
<input type="checkbox"/> Preparing & Negotiating Change Orders, Job Budgets, Trade Payment Breakdowns	<input type="checkbox"/> Market Analysis	<input type="checkbox"/> Competitive marketplace Overhead
<input type="checkbox"/> Cost Accounting	<input type="checkbox"/> Implementation & Action Plans	<input type="checkbox"/> Job Cost & Work In Progress
<input type="checkbox"/> Troubleshooting & Delay Avoidance	<input type="checkbox"/> Scheduling & Purchasing	<input type="checkbox"/> Quality take-off and Estimating
<input type="checkbox"/> Project Planning & Scheduling	<input type="checkbox"/> Other: ( <i>Please explain</i> )	

1. State why you want to participate in the Mentor-Protégé Program (attach additional sheet(s) if necessary)
  
2. What business skills or work type do you want to share with your involvement in the Mentor-Protégé program?
  
3. What percentage of your contracting is in government: \_\_\_\_\_%; private \_\_\_\_\_%.  
Identify government entity: City, County, State, Federal, Airports, etc.

**ATTACHMENT 1—PAGE 3**

Contact NDOT with questions regarding this application or the Mentor-Protégé program. When completed, forward your application by mail or e-mail to:

<b>Title VI/DBE Manager External Civil Rights Division Nevada Department of Transportation 600 S. Grand Central Parkway, Suite 138 Las Vegas Nevada 89106 (702) 730-3317 wmarshall2@dot.state.nv.us</b>	<b>Assistant Title VI/DEB Manager External Civil Rights Division Nevada Department of Transportation 600 S. Grand Central Parkway, Suite 142 Las Vegas Nevada 89106 (702) 730-3305 tlewis@dot.state.nv.us</b>
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**Personal Information Notice**

Pursuant to Federal Privacy Act (P.L. 93-579), notice is hereby given for the request of personal information by this form. The requested information is voluntary. The purpose of the information is to facilitate the processing of this form. Failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under the Act. Direct inquiries regarding record maintenance to the Office of External Civil Rights at the Nevada Department of Transportation.

*Signature certifies that information supplied on all corresponding pages and attachments are accurate.*

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***Signature***

***Date***

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***Printed Name***

***Date***



**NEVADA DEPARTMENT OF TRANSPORTATION  
MENTOR-PROTÉGÉ PROGRAM  
PROTÉGÉ APPLICATION**

<b>Business Name:</b>	<b>Business Address:</b>	<b>Mailing Address (if</b>			
<b>Owner Title:</b>	<b>Owner Name:</b>				
<b>Do you have a Business Plan?</b>  ___ Yes      ___ No	<b>Business telephone:</b>  <b>Business Fax:</b>  <b>Number:</b>  <b>E-mail address:</b>	<b>Work Type:</b>			
<b>Name of Insurance Company:</b>	<b>Name of Bonding Company:</b>				
<b>Agent:</b>	<b>Agent:</b>				
<b>Phone Number:</b>	<b>Phone Number:</b>				
<b>\$ Amount:</b>	<b>Single \$:</b>				
<b>Type of Coverage:</b>	<b>Aggregate \$:</b>				
<b>Gross Receipts (3 years):</b>					
<b>Please list major projects for the last two years (list the most recent first). If new business, list previous business references.</b>		<b>Indicate your role: (P) Prime Contractor; (JV) Joint Venture; (SUB) Subcontractor</b>			
<b>Project Name</b>	<b>Type of Project</b>	<b>Role</b>			<b>Contract</b>
		<b>P</b>	<b>JV</b>	<b>SUB</b>	
					\$
					\$
					\$
					\$

**ATTACHMENT 2—PAGE 2**

**Check the categories where you need assistance:**

<input type="checkbox"/> Business Plans	<input type="checkbox"/> Obtaining Permits Sub-contractors	<input type="checkbox"/> Bonding & Insurance
<input type="checkbox"/> Banking Services	<input type="checkbox"/> Organization Structure	<input type="checkbox"/> Prompt Payment Procedures
<input type="checkbox"/> Records & Contract Management	<input type="checkbox"/> Payrolls (federal, state, fringe benefits)	<input type="checkbox"/> Operations Assessment
<input type="checkbox"/> Reading & Interpreting Contract Plans & Specifications	<input type="checkbox"/> Personnel Management	<input type="checkbox"/> Analysis of major, fixed and variable cost
<input type="checkbox"/> Post Award Bid Assessment	<input type="checkbox"/> Construction Equipment & Materials	<input type="checkbox"/> Accounting Records Preparation & Maintenance
<input type="checkbox"/> Preparing & Negotiating Change Orders, Job Budgets, Trade Payment Breakdowns	<input type="checkbox"/> Market Analysis	<input type="checkbox"/> Competitive marketplace Overhead
<input type="checkbox"/> Cost Accounting	<input type="checkbox"/> Implementation & Action Plans	<input type="checkbox"/> Job Cost & Work In Progress
<input type="checkbox"/> Troubleshooting & Delay Avoidance	<input type="checkbox"/> Scheduling & Purchasing	<input type="checkbox"/> Quality take-off and Estimating
<input type="checkbox"/> Project Planning & Scheduling	<input type="checkbox"/> Other: ( <i>Please explain</i> )	

1. State why you want to participate in the Mentor-Protégé Program (attach additional sheet(s) if necessary)
  
2. What business skills or work type do you want to learn or enhance with involvement in the Mentor-Protégé program?
  
3. What percentage of your contracting is in government: \_\_\_\_\_%; private \_\_\_\_\_%.  
Identify government entity: City, County State, Federal, Airports, etc.

**ATTACHMENT 2—PAGE 3**

Contact NDOT with questions regarding this application or the Mentor-Protégé program. When completed, forward your application by mail or e-mail to:

<b>Title VI/DBE Manager External Civil Rights Division Nevada Department of Transportation 600 S. Grand Central Parkway, Suite 138 Las Vegas Nevada 89106 (702) 730-3317 wmarshall2@dot.state.nv.us</b>	<b>Assistant Title VI/DBE Manager External Civil Rights Division Nevada Department of Transportation 600 S. Grand Central Parkway, Suite 142 Las Vegas Nevada 89106 (702) 730-3305 tlewis@dot.state.nv.us</b>
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*Signature certifies that information supplied on all corresponding pages and attachments are accurate.*

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***Signature*** ***Date***

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***Printed Name*** ***Date***

**NEVADA DEPARTMENT OF TRANSPORTATION  
DBE SUPPORT SERVICES**

**Mentor-Protégé**

**MEMORANDUM OF UNDERSTANDING**

Between

(Mentor)

And

(Protégé)

This is a Mentor-Protégé Memorandum of Understanding (MOU) between (Mentor), headquartered at (location) and (Protégé), and headquartered at \_\_\_\_ (location) \_\_\_\_\_. This MOU between Mentor and Protégé is as set forth below this \_\_\_\_ day of \_\_\_\_\_, 201\_.

**A. Introduction and Purpose**

The Mentor-Protégé Program is a NDOT initiative established to provide an opportunity for DBE/SBE firms to receive developmental assistance in business and/or technical areas from prime consultants performing on NDOT projects. The goal of the Mentoring experience is to act as a catalyst for the Protégé to become a competitive consultant to government agencies and consultants in the private sector. It is anticipated that this experience will foster a relationship between Mentor and Protégé, and provide increased opportunities that will contribute to Protégé's firm's business development and growth.

This MOU is recognized by the NDOT DBE Program as the framework for business development that the Mentor has agreed to provide to Protégé, as well as the conditions under which both parties will operate.

Mentor and Protégé entered this MOU for the following mutual benefit(s)

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**B. Objectives of the MOU**

Protégé should identify the basis of interest and the objectives of this MOU. The Protégé has identified the following reasons as the basis of interest and the objectives of this MOU: *(Identify specific questions and assistance discussed with the Mentor referencing components of your*

## **ATTACHMENT 3—PAGE 2**

*business plan. Objectives should reflect the specific needs of the Protégé. This section should be as descriptive as necessary. Protégé can reference the ‘Types of Assistance’ listed in the Mentor Protégé Program Plan or the Mentor-Protégé Surveys for examples of services and assistance. Examples: Accounting; Estimating; professional advice; administration; Design Engineering; Proposal Writing; Contract Preparation as prime or sub; Marketing; PR; Construction Engineering; NAICS Code Expansion; Construction Software; Project Management; QA/QC, any others be specified.)*

### **C. Curriculum and Joint Training**

The Mentor has identified the following activities where Mentor staff and resources may be used to provide the PROTÉGÉ education, training, shared resourcing or joint attendance at industry or NDOT sponsored training with PROTÉGÉ. *(Identify resources including staff expertise, computer resources/hardware, office space, access. Activities should reflect the specific Mentor resources that address the concerns discussed with the Protégé. This section should be as exhaustive as possible and may address exclusions. Some example types of assistance taken from the Mentor-Protégé Surveys for services and assistance needed/provided can be incorporated here).*

*Examples: Access to Drafting/Estimating equipment; professional advice from corporate lawyers; Design Engineering; Proposal Writing; Contract Preparation as prime or sub; Construction Engineering; sponsorship to attend ACEC National Conference, joint attendance at staff training or corporate strategic planning meeting, Construction Software; Project Management advice for bridgework; coordinate meeting with insurance/banking resource; QA/QC tools; all others must be specified.)*

### **D. Confidential and Non-Disclosure**

*(Mentor and Protégé may include any language necessary to protect the exchange of proprietary information or resources. The language may be similar to the following, at their discretion):*

In carrying out the terms of this MOU, it may be necessary for the parties to provide proprietary data and information to one another. To the extent that such data or information so identified in writing by the disclosing party at the time of the exchange, the receiving party agrees to hold such proprietary information in the strictest confidence and further agrees that it will not use any such proprietary data or information, except in connection with this Mentor-Protégé MOU, and will not disclose any such proprietary data or information to any third party, unless authorized in writing by the disclosing party.

The provisions of this paragraph shall not apply to data or information: (i) was in the public domain at the time it was disclosed; or (ii) is disclosed pursuant to the order of a court of competent jurisdiction; or (iii) becomes part of the public domain without breach of this MOU; or (iv) is disclosed with the written approval of the disclosing party; or (v) was independently developed by the receiving party; or (vi) is or was disclosed by the disclosing party to a third party without restriction.

The standard of care imposed on the receiving party for such proprietary data or information will consist of at least the same level of effort the receiving party employs to avoid unauthorized use, disclosure or dissemination of its own proprietary matters of similar value and sensitivity. The receiving party shall not be liable for the inadvertent or accidental disclosure of proprietary information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own proprietary data or information.

## **ATTACHMENT 3—PAGE 3**

### **E. General Commitments**

The Mentor is committed to providing an adequate amount of time and proper instruction. The Protégé is committed to keeping the Mentor fully informed and meeting any milestones. NDOT DBE Support Services or its agents are committed to coordinating, facilitating and evaluating the program as well as keeping any stakeholder informed on the performance of the program. Each will act with a sense of urgency and mutual respect for each other's time.

#### **Duties**

##### **1. Mentor:**

- a. Attend meetings.
- b. Review materials submitted by Protégé (business plan, accounting procedures, action plan, etc.) and provide professional, constructive feedback.
- c. Jointly develop and Review Protégé' key indicators.
- d. Recommend areas for improvement consistent with the objectives of this MOU.
- e. Follow prescribed training program for identified areas of improvement
- f. Follow-up on mutual agreements for action.

##### **2. Protégé:**

- a. Prepare and attend meetings.
- b. Define and assess its needs.
- c. Present completed and up-to-date information.
- d. Establish an appropriate communications schedule.
- e. Follow-up on mutual agreements for action.

##### **3. NDOT DBE Support Services and/or agents:**

- a. Ensures progress by monitoring, providing feedback, and reporting to the Stakeholder Review Panel
- b. Provides tools, resources and feedback to the Mentor-Protégé pair to facilitate completion of the MOU objectives.

##### **4. Preparation of Mentor-Protégé Quarterly and Annual Reports:**

The Mentor and Protégé shall use its reasonable and best efforts in completing the required progress reports.

##### **5. Performance Measures:**

Protégé will demonstrate actions taken to implement tasks discussed with Mentor to develop in area(s) of need. Quarterly and annual reports will serve as the evaluation of the program. The reports may be in any format but will consist of only a few pages and submitted to the NDOT Program Coordinator.

**F. Specific Commitments**

**F1 - Mentor Commitments**

The Mentor commits to a minimum of \_\_\_ hours per quarter to be spent with Protégé toward the objectives of the MOU. The time commitment may include:

- a. Work with Protégé to create a Development Action Plan of activities and estimated milestones that will be carried out under this MOU.
- b. Discussions or meetings with Protégé and additional professional contacts within the Mentor's organization including financial, legal and human resources staff;
- c. Evaluation of the Protégé's technical capabilities, assessment of its technical strengths, and identification of areas of potential subcontracting opportunities.
- d. Training for agreed upon items under Section 3.0 or accompanying Protégé to NDOT sponsored training listed under Section 4.1.
- e. In addition to the developmental assistance, Mentor will provide factors to assess the Protégé's developmental progress under the program. The criteria for evaluation of the Protégé's developmental success might include:
  - A plan to measure the effectiveness of the relationship.
  - The quality of the Protégé firm's technical capabilities.
  - How the Mentor's assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm.
- f. Honor the nondisclosure of any privileged or proprietary information. Mentor shall not, without prior expressed permission of the Protégé, disclose to others, share with other firms, or otherwise make public knowledge or incorporate within Mentor's projects.

**F2 - Protégé Commitments**

Protégé commits to the following:

- a. Work with Mentor to create an Action Plan including activities and estimated milestones that will be carried out under this MOU.
- b. Maintain the eligibility requirements of the NDOT Mentor-Protégé Program
- c. Provide proactive and efficient communication, informing NDOT and Mentor of any changes in Protégé's status that may affect the work, relationship, or this MOU, e.g. if the size status of Protégé changes.
- d. Seek all opportunities including mutual opportunities with Mentor on contracting and subcontracting opportunities for NDOT contracts that have no DBE goals and Non-NDOT contracts.
- e. Honor the nondisclosure of any privileged or proprietary information. Protégé shall not, without prior expressed permission of Mentor, disclose to others, share with other firms, or otherwise make public knowledge or incorporate within Protégé's projects.

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**G. Program Requirements for Protégé (DBE Status)**

The Protégé meets the eligibility requirements of the DBE program for the following reasons:

- The DBE Certification Annual Affidavit is current: **OR**

The Protégé currently qualifies for DBE credit on USDOT federally funded projects under the following NAICS Codes: [List codes](#)

NAICS Codes	Type of Service

**H. Duration of MOU**

This MOU will be effective when signed on behalf of both parties and approved by NDOT, and will remain in effect for a minimum of two (2) years (24 months) with the possibility of a two (2) year extension. This MOU will be reviewed for progress periodically.

**I1 - Progress Report and Schedule of Activities**

Mentor and Protégé agree to submit quarterly written progress reports with a proposed schedule of future activities and a final accomplishments report to NDOT Program Coordinator to measure progress against the objectives of the Action Plan created as part of this Memorandum of Understanding.

The reports will be due thirty (30) days after the established reporting dates. The progress report will enable Protégé to convey whether it believes the objectives are being accomplished. The final report will include the successes as well as “lessons learned” of the Mentor-Protégé arrangement.

**I2 - Monitoring Mentor-Protégé MOU**

NDOT will monitor the MOU by conducting periodic reviews. Key NDOT officials will conduct the review, including the Program Coordinator or a representative, a construction management representative, a DBE Manager from the Unified Certification Program (UCP) such subject matter expert as determined by the awarding body. The review will evaluate that the program requirements are still being followed. The following items are examples of measures: *(This section should be proposed by the Mentor-Protégé pair as it is important that the pair define success. The stakeholder panel will make suggestions for this section based on the objectives referenced herein)*

**ATTACHMENT 3—PAGE 6**

- a. Ability to successfully perform construction observation and construction contract management duties on highway projects (when Protégé offers those services);
- b. Decreased reliance of Protégé on Mentor for guidance and assistance with the interpretation of NDOT policy or procedures;
- c. Increased financial capacity; and
- d. Increased numbers of projects with consultants other than Mentor.

If NDOT determines that the Mentor-Protégé Program requirements are not being followed, the MOU may be terminated.

**I3 - Points of Contact**

The following individuals are the authorizing representatives for the Mentor, Protégé, and NDOT at the time of execution of this MOU:

- a. Mentor:                      Name, Title  
  (XXX) XXX-XXXX  
  Email address
- b. Protégé:                      Name, Title  
  (XXX) XXX-XXXX  
  Email address
- c. NDOT Liaison:              Name, Title  
  (XXX) XXX-XXXX  
  Email address

**I. Implementation-Terms and Conditions**

**General**

The parties understand that the MOU is subject to the approval of NDOT and is not intended to be legally binding or a vehicle for transfer or commitment of funds or other resources, including a subcontract.

- a. The MOU shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.
- b. Either party may change its' cognizant point of contact by written notice to the other, with copy to the NDOT Program Coordinator.
- c. All cooperation between Mentor and the Protégé will be on a nonexclusive basis. Both parties are entitled to execute similar MOU's with other organizations without the notification or approval of either party.
- d. Any resultant subcontract executed between Mentor and the Protégé must be consistent with the requirements of Mentor's contract with NDOT and be subject to NDOT consent.

**Intellectual Property and Proprietary Information**

It is specifically understood that disposition of title to and/or rights in and to any intellectual property (including inventions and discoveries, patents, technical data, and copyrights) made or conceived by an employee or representative of Mentor or Protégé, in the course of or under the MOU, remains with the initiating party or developer. Neither party shall divulge to any third party any business or confidential information to which access may be given in the course of the MOU during the period of the MOU.

**Prohibitions**

The following are prohibited in a Mentor-Protégé relationship:

No Mentor-Protégé MOU can force Protégé into an exclusive arrangement with Mentor. As a general rule, Protégé must retain the right to contract with others during the duration of the MOU and Developmental Action Plan.

- a. Under no circumstances is Mentor permitted to have an ownership interest of any kind in the Protégé.
- b. Although there may be various levels of assistance rendered by a Mentor to the Protégé, no assistance can reach the level where day-to-day control has been relinquished by Protégé to Mentor.
- c. The parties to a prospective Mentor-Protégé relationship must not proceed without a written Developmental Action Plan, which has been reviewed and approved in advance by NDOT. Any activities conducted prior to the existence of a fully executed and approved Action Plan will not be credited toward established contract DBE goals nor will the costs be reimbursable by NDOT.
- d. The DBE may never be relegated to the status of middleman, broker or front.
- e. At no time, shall any arrangement lead to a situation where final decision-making authority is taken away from Protégé.

**NONSOLICITATION OF EMPLOYEES**

During the course of this Agreement:

Mentor and Protégé agree that, for a period of two (2) years from the date of this Agreement, Mentor and Protégé will not solicit, contact or communicate with any employee for the purpose of inducing such employee to terminate his or her employment with Mentor or Protégé.

**J. Procedure to Withdraw From MOU**

If either Mentor or Protégé proposes to end its participation in this MOU, they will furnish written notice of the proposed withdrawal from the MOU to the NDOT Liaison, stating the specific reason(s), at least thirty (30) days in advance of the effective date.

**K. Expiration of MOU**

The Mentor will notify NDOT of the date that the MOU will expire. The Mentor and Protégé will complete and submit a final progress report to NDOT.

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**L. Signatures for MOU**

Mentor and Protégé are both required to sign and date the MOU. This MOU is effective for two (2) years (24 months) beginning on the last date signed below.

**Mentor:**

\_\_\_\_\_  
**NAME & TITLE (Date)**

**Protégé:**

\_\_\_\_\_  
**NAME & TITLE (Date)**

**NDOT Officials:**

\_\_\_\_\_  
**(Name, Civil Rights Officer) (Date)**

\_\_\_\_\_  
**(Name, DBE Program Chief) (Date)**

**ATTACHMENT 4**

**Sample Meeting Report Form**

Protégé Report Form for period: \_\_\_\_\_

Protégé: \_\_\_\_\_ Representative: \_\_\_\_\_  
(Print and Sign Name)

Mentor: \_\_\_\_\_ Representative: \_\_\_\_\_  
(Print and Sign Name)

1. Working Capital:

- Current Assets Less
- Current Liabilities: \_\_\_\_\_
- Accounts Receivable: \_\_\_\_\_  
Over 60 Days: \_\_\_\_\_
- Accounts Payable: \_\_\_\_\_  
Over 30 Days: \_\_\_\_\_

2. Capacity:

- Depreciated Value of Equipment Owned or Leased: \_\_\_\_\_  
Monthly Debt Service: \_\_\_\_\_  
Total Debt: \_\_\_\_\_
- Total Payroll for Current Month: \_\_\_\_\_  
Preceding Month: \_\_\_\_\_  
Estimate for Following Month: \_\_\_\_\_  
Payroll Taxes and Fringe Benefits: \_\_\_\_ [Whether Paid] \_\_\_\_
- Total Material Expensed: \_\_\_\_\_
- Total Overhead Expensed: \_\_\_\_\_
- Net Profit: \_\_\_\_\_
- Bank Line of Credit: \_\_\_\_ [Yes or No] \_\_\_\_  
Amount: \_\_\_\_\_

3. Bonding:

- Surety Company \_\_\_\_\_ [Name] \_\_\_\_\_
- Limit Per Project: \_\_\_\_\_
- Aggregate Limit: \_\_\_\_\_

4. Insurance:

- Current Certificates (for Workers Compensation,  
General Liability, Etc.) \_\_\_\_ [Yes or No] \_\_\_\_

5. Value of Current and Future Work:

- Work in Progress: \_\_\_\_\_
- Backlog: \_\_\_\_\_

6. Transition:

- Number of Months in Program: \_\_\_\_\_
- Projected Date of Transition: \_\_\_\_\_
- On Schedule: \_\_\_\_ [Yes or No] \_\_\_\_

**ATTACHMENT 5**

**(SAMPLE) DEVELOPMENTAL ACTION PLAN**  
**(Protégé)**  
**(Dates of Plan)**

<b>Action to Achieve Objective</b>	<b>Time-Frame</b>	<b>Lead Person (Mentor)</b>	<b>Lead Person (Protégé)</b>	<b>Action Update</b>
Work in partnership with Mentor to Develop a Business Plan if not already developed	March 2016	Business Mgr.	Owner	Need to schedule first meeting.
Explore the business community for market of services	June 2016	Business Mgr.	Owner	Need to schedule first meeting.
Complete a Bonding Needs Assessment	May 2016	Business Mgr.	Owner	Attend a bonding class.
Understanding Legal Aspects of Bidding Contracts and Successful Interaction with Primes	July 2016	To be Appointed	Owner	Attend a Legal Aspects of Bidding Class. Attend Networking Functions.
Human Resource Essentials for Small Business	July 2016	Training Officer	Owner	Attend Small Business Human Resources Class

# **Appendix D, 49 CFR, Part 26**

## Appendix D to Part 26—Mentor-Protégé Program Guidelines

(A) The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms. To operate a mentor-protégé program, a recipient must obtain the approval of the concerned operating administration.

(B) (1) Any mentor-protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. The formal mentor-protégé agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the mentor for specific training and assistance to the protégé through the life of the agreement. Services provided by the mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient may establish a line item for the mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the protégé is working on the contract. The total individual contract figures accumulated over the life of the agreement shall not exceed the amount stipulated in the original mentor/protégé agreement.

(C) DBEs involved in a mentor-protégé agreement must be independent business entities which meet the requirements for certification as defined in subpart D of this part. A protégé firm must be certified *before* it begins participation in a mentor-protégé arrangement. If the recipient chooses to recognize mentor/protégé agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/ subcontractor mentor-protégé agreement.