

WORKING WITH NDAS AND DOING  
“DUE DILIGENCE” ON POTENTIAL PRIMES,  
SUBS OR TEAM MEMBERS – SPOT B.  
THE LARGE BUSINESS AS SUB – SPOT H.

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# NON-DISCLOSURE AGREEMENTS (NDA)

- NDAs allow companies to more openly discuss business opportunities by reducing the risk of losing valuable technical, financial or strategic information. An NDA is a contract that requires the protection of certain confidential and proprietary information.
- Before an NDA is executed it is important to have an idea of the strengths of the potential team member and the value they likely bring to the team.

# DUE DILIGENCE

- Define your selection criteria
  - Capabilities/Niches as they relate to the SOW contained in the specific procurement.
  - Customer knowledge – how well does the teammate know the specific customer.
  - Past Performance of the teammate in performing similar services.
  - Financial stability of the teammate.
  - Ability to market the contract.

# DUE DILIGENCE

- Screen team members before teaming
  - What type of SB certification should they have?
  - How big are they -- in annual revenues or number of employees?
  - Where can they geographically support?
  - What facility or employee security clearances are needed?
  - What client references/past performance qualifications are needed?
  - Are certifications such as SEI, CMM or ISO required?

# DUE DILIGENCE

- Qualify team members before signing agreement
  - Ask for awards, commendation letters, award fee reports or any other “proof” of good performance with this or a related customer.
  - What is their depth of technical expertise (especially niche expertise)?
  - What are their labor rates or “multiplier”?