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”? 