2024 Small Business Regulatory Year in Review

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THE COALITION FOR GOVERNMENT PROCUREMENT

Agenda

- **2024 Legislative and Regulatory Developments** (Ken Dodds)
- **Notable Bid Protest Decisions in 2024** (Jon Williams)
- **2024 Highlights from SBA's Office of Hearings and Appeals** (David Black)

SBA Updates

- Rule of Two and Orders
  - Itility – GAO – discretionary, statute says “may, at their discretion”
  - Tolliver – COFC – applies to Orders
  - 1/25/24 OMB Memo apply rule of two to orders
  - SBA Proposed Rule (10/25/24, 89 FR 85072, comment period closed 12/24/24)
  - FAR proposed rule – discretionary, but conduct market research, document, coordinate, shall set aside (1/15/25, 90 FR 3753)
  - FAR proposed rule on protests – set-aside decision on orders are discretionary and cannot be protested (1/15/25, 90 FR 3761)
  - Does not apply to the Federal Supply Schedule

- SDB Goals?

- SBA considering limitations on Mentor Protégé Joint Ventures?

SBA Updates

- SBA Final Rule (89 FR 102448, effective 1/16/25)
  - Control (Size, 8(a), SDVO, WOSB) Minority owner consent OK for:

Adding new equity owner or increasing equity amount

Dissolution

Bankruptcy

Sale of company or assets

Merger

Amending governance documents to remove these rights

Any other protection that protects minority owner but does not impede control or operation of the business

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Size and Status Recertification

Required within 30 calendar days of a merger, acquisition, or sale of or by a concern or an affiliate of the concern, which results in a change in controlling interest.

Long-Term Contracts - no more than 120 days prior to the end of the fifth year of the award, and no more than 120 days prior to exercising any option thereafter.

Disqualifying Recertification

- Pending Awards – Not Eligible for Award if M&A within 180 days of Offer
  - After 180 days Eligible for Single Award Set Aside Contract or Reserve
  - After 180 days Not Eligible for Set Aside MAC

- Recertification Required for Order – Does not Impact Eligibility for Other Orders

Size and Status Recertification

Orders

Long-term MAC or M&A involving a large business entity, the concern is ineligible to submit an offer for a set aside or reserved award after the triggering event occurs. The concern remains eligible for unrestricted awards under a MAC and orders issued under a single award small business contract.

Delayed Implementation Until January 17, 2026

If a concern has a disqualifying recertification in response to a requirement to recertify size and/or status following M&A involving another small business concern, the concern remains eligible for set-aside or reserved orders issued under a MAC

Size and Status Recertification

Options

For a single award small business set-aside or reserve award or any unrestricted award, a concern that submits a disqualifying recertification remains eligible to receive options.

For a MAC that is set-aside or reserved for small business, a concern that submits a disqualifying recertification in response to a recertification requirement on a long-term contract or a recertification requirement following M&A involving a large business is ineligible to receive options.

Delayed Implementation Until January 17, 2026

For a MAC that is set-aside or reserved for small business, a concern that submits a disqualifying recertification in response to a requirement to recertify size and/or status following M&A involving another small business concern, the concern remains eligible to receive options.

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HUBZone

HUBZone employees generally must work 40 hours a month, 10 hours a week and perform legitimate work

No change for telework - must have principal office in HUBZone where majority of employees work

Up to four “legacy” HUBZone employees, but must have at least one current HUBZone employee

Must be eligible at time of offer for a HUBZone contract and recertify every three years

The HUBZone price evaluation preference does not apply in the context of an offer from a mentor protégé joint venture involving a large business

8(a)

Good character. Past criminal activity not automatically disqualifying, lack of business integrity will be based on conduct that could be grounds for suspension and debarment

Non-disadvantaged minority owner's right of first refusal does not negatively impact a disadvantaged individual's ability to control the concern

Non-disadvantaged individuals or concerns in the same line of business can own up to 20 percent of a concern in the development stage of the program and 30 percent of a concern in the transitional stage

SBA can accept a follow-on sole source contract offered to an incumbent 8(a) concern without considering the equitable geographic distribution of contracts

Elimination of consideration of State community property laws

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SBA Updates

- Value Added Resellers – SBA will rely on tax forms and legally available exclusions from revenue, may review other financial documents if it believes tax returns are false

- Ordering agency contracting officer should monitor compliance with the limitations on subcontracting for orders set aside under multi-agency contracts

- Except for staffing contracts, leased employees count toward performance requirements (unlike independent contractors)

- Highest Compensation - SBA's 8(a), SDVO and WOSB certification programs generally require that the individual upon whom eligibility is based must be the highest compensated. The 8(a) rules used to require SBA approval before a firm could pay another individual higher compensation. Now, all three programs require notice to SBA of such higher compensation.

Joint Ventures

- Procuring activity has discretion, may rely solely on the past performance and experience of the mentor or non-similarly situated joint venture partner

- May require some level of past performance and/or experience of the protégé or lead small business member, but not at same level as other offerors

- Successful performance by the protégé or lead small business firm shall be rated equivalently to successful performance by the mentor or non-similarly situated partner

- Where a mentor acquires another mentor, procedures to ensure that the acquiring mentor does not have competing joint ventures on the same multiple award contract

WOSB Final Rule (89 FR 96089, effective 1/03/25)

- SBA will apply the same outside employment standards for each of the individually based certification programs (8(a), WOSB, SDVO).

- The individual upon whom eligibility is based must devote full-time to the business during normal business hours and cannot engage in outside employment

- If the individual devotes less hours to the concern than its normal business hours, SBA will assume the individual does not control the concern unless the concern demonstrates the individual has ultimate control over the long-term decision making and day-to-day management of the concern.

- If an individual upon whom eligibility was based desires to engage in outside employment after certification, the individual must notify SBA and demonstrate that the outside employment will not prevent the individual from controlling the concern.

- Firms that are certified or that have a pending application may file WOSB protest, a firm with a pending application is eligible to submit an offer for a WOSB set-aside contract.

Notable Bid Protest Decisions in 2024

GAO Protest Takeaways from FY24

- Total number of protests was down 11% compared to FY23
- Sustain rate was 16%
  - Decrease from 33% in FY23, but that was an anomaly due to CIO-SP4 protests
  - FY24 sustain rate is consistent with GAO's historical average of 15%
- Effectiveness rate (which includes protests that result in corrective action) fell from 57% in FY23 to 52% in FY24—still above the historical average

Kauffman & Assocs., Inc., B-421917.2, B-421917.3 (Jan. 29, 2024)

- WOSB successfully protested an FSS order
- It is typically very difficult to win an "I don't like my score" argument, but GAO found an ambiguity in the RFQ
  - Because the RFQ contained a latent ambiguity about whether certain information had to be in the quote, it was unreasonable for the agency to criticize the protester for not including that information
  - Be careful about latent vs. patent ambiguities
- GAO also found that the agency did not evaluate the quotes equally because the protester and awardee did not include certain information in their quotes but only the protester received a weakness

TLS Joint Venture, LLC, B-422275 (Apr. 1, 2024)

- Protester successfully challenged the award because the awardee's SAM.gov profile had lapsed
  - The awardee's SAM registration lapsed on 12/11/2023 at 9:34 am and GSA did not reactivate it until 9:48 am on 12/12/2023
- GAO interpreted FAR 52.204-7 to require an offeror to be continuously registered in SAM from submission of its proposal through contract award and final payment
- Postscript: on 11/12/2024, FAR 52.204-7 was revised to require an active SAM registration (1) at the time of offer submission and (2) at the time of contract award

Spatial Front, Inc., B-422058.2, B-422058.3 (May 21, 2024) and Spatial Front, Inc., B-422058.4, B-422058.5 (Dec. 6, 2024)

- Long-running protest saga dating back to 2022 pertaining to the USDA's attempt to award a GSA MAS task order for software development services
  - Five protests in total
  - GAO sustained the first protest in 2022
  - After several rounds of corrective actions, GAO sustained two more protests in May and December 2024

Spatial Front (cont'd)

- Takeaway: when you use your FSS contract to submit a quote, you need to ensure you are quoting to use your FSS contract within the scope of the products or services in your FSS contract
  - For example, your FSS contract may include labor categories for linguists and engineers
  - When you pursue an order for engineering services, you cannot quote the linguist position from your FSS contract to provide the engineering services on the order
  - This is because the description of your linguist position in your FSS contract presumably would encompass linguist services, not engineering services
  - If you quote the linguist position from your FSS contract to provide engineering services on the order, your quote is outside the scope of your FSS contract

Tygrove Technologies, RLLP, B-422448 (June 24, 2024)

- MP JV received a marginal past performance rating because only the mentor had demonstrated the capability to perform the work
- MP JV protested, citing SBA regulations, but both GAO and SBA disagreed
  - SBA's regulations required the agency to consider the experience and capabilities of both JV partners
  - GAO found that, in the absence of more specific requirements or prohibitions in SBA's regulations, it was not unreasonable for GSA to account for the protégé's need to perform 40% of the JV's work
- Potential for a different result under SBA's new rules?

ELB Servs., LLC v. United States, 172 Fed. Cl. 233 (2024)

- COFC overturned an SBA OHA decision finding an SDVOSB JV was ineligible for a potential $600M contract award
- OHA's decision had erroneously found the JV agreement deficient because it did not contain enough detail about the JV partners' responsibilities for contract performance
- For set-aside IDIQ contracts, SBA's rules require the JVA to contain only a general description of the JV partners' anticipated responsibilities for contract performance
  - That said, we recommend including as much detail as you can in your JVA even when your JV pursues an IDIQ contract

HPI Federal, LLC, B-422583 (Aug. 9, 2024)

- GAO sustained a protest challenging the TAA compliance of LG monitors quoted by the awardee
  - HPI argued that the LG monitors were not compliant with the TAA
  - Reseller had obtained a letter from LG stating that the monitors were "assembled" in Mexico
  - Assembly does not necessarily satisfy the requirement that the product must be "substantially transformed" in a TAA-compliant country
  - GAO found that LG's letter to the reseller did not provide enough details about the assembly process to confirm that the products were substantially transformed in Mexico

Lessons from HPI Federal

- When a reseller pursues a federal contract that requires TAA compliance, the reseller is the party that makes the representation to the government that the products are TAA compliant—i.e., the risk is on the reseller
- Resellers are entitled to reasonably rely on a TAA compliance representation from the OEM
  - The OEM's representation should clearly state that the product is TAA compliant, or clearly state the product's Country of Origin ("COO") so the reseller can confirm the COO is TAA compliant
  - If the OEM's representation is unclear or hedged, the reseller should request a more definitive representation before submitting its proposal to the government

Radiance Technologies Inc., B-422615 (Aug. 30, 2024)

- Protester asserted that the task order RFP improperly required offerors to re-represent SB status for an OASIS-SB task order
- GAO denied the protest because SBA regulations clearly gave the agency discretion to require re-representation
- GAO also rejected the protester’s contention that requiring re-representation was not necessary to meet the agency’s needs
- Protester’s subsequent attempt to protest to COFC was rejected for lack of jurisdiction

Analytica LLC, B-422681.3, B-422681.4 (Nov. 26, 2024)

- GAO upheld the agency’s decision that the initial awardee of an OASIS 8(a) task order was ineligible
  - The awardee had acquired the OASIS 8(a) contract from another 8(a) firm and then sought approval from SBA and GSA to novate the contract
  - GSA approved the novation and Analytica then pursued (and initially won) the task order
  - However, SBA later determined it had not completed its processing of the novation
  - SBA approved the novation, but GAO found that because SBA’s approval did not come until after Analytica had submitted its proposal for the task order, Analytica was ineligible

Notable 2024 Decisions of SBA's Office of Hearings and Appeals

LinTech Global Inc., SIZ-6287 (May 29, 2024)

- **Issue:** Consequence of a Post-M&A Recertification on Eligibility for FSS Set-Aside Orders
  - July 2021: EPA issues RFQ for a multiple award BPA set-aside for small business.
  - June 2022: LinTech was awarded the set-aside BPA
  - Dec. 2022, LinTech was acquired and recertified as "large"
  - April 2023: EPA issues Task Order RFP under the BPA. No order-specific recertification required.
  - LinTech selected for award.
  - After protest, Area Office determined LinTech was ineligible because post-M&A size recertification "replaced" prior FSS certification

LinTech Global Inc., SIZ-6287 (May 29, 2024)

- **Issue:** Consequence of a Post-M&A Recertification on Eligibility for FSS Set-Aside Orders
  - OHA **Reverses**: LinTech's post-M&A recertification to not supersede its earlier FSS size certification "at the contract level"

"Due to an acquisition, Appellant became other than small after its MAC was originally awarded but prior to submitting an offer for a task order that set-aside for small businesses. Appellant's acquisition triggered a requirement to recertify at the contract level, thereby limiting the procuring agency from exercising options or counting awards towards small business goals. 13 C.F.R. § 121.404(g).

"**Neither the plain language of the regulation nor OHA case law, though, bars the contractor from competing for, or being awarded, future task orders, even if those orders are set aside or restricted for small business.** If the contractor were so prevented, there would be no logical reason for the regulation to specify in § 121.404(g)(4) that such awards could not be counted towards small business goals."

OHA's reasoning applies to all MACs: restricted, unrestricted, and FSS

LinTech Global Inc., SIZ-6287 (May 29, 2024)

- **Practical Effect with New Final Rule:**
  - *M&A Recertifications Made Prior to* ***Jan. 16, 2025***: MAC holder remains eligible to bid on set-aside orders
    - Until a **future** M&A triggering a recertification, eligibility for set-aside task orders *remains*
  - M&A Recertifications Made on or after **Jan. 16, 2025**: Disqualifying for set-aside task orders under Unrestricted MACs or FSS (but not restricted MACs)
  - *M&A Recertifications Made on or after* ***Jan. 17, 2026***: Disqualifying for orders and options under all MACs (both unrestricted and restricted)

OHA's reasoning applies to all MACs: restricted, unrestricted, and FSS

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
  - SBA's Present Effect Rule – 13 C.F.R. 121.103(d):

(1) In determining size, SBA considers stock options, convertible securities, and agreements to merge (**including agreements in principle)** to have a **present effect on the power to control** a concern. SBA treats such options, convertible securities, and agreements as though the rights granted have been exercised.

(2) (2) Agreements **to open or continue negotiations towards the possibility of a merger or a sale of stock** at some later date are not considered "agreements in principle" and are thus **not** given present effect.

(3) (3) Options, convertible securities, and agreements that are **subject to conditions precedent** which are incapable of fulfillment, **speculative, conjectural**, or unenforceable under state or Federal law, or where the probability of the transaction (or exercise of the rights) occurring is shown to be extremely remote, are **not** given present effect.

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
  - Feb. 2023: **FRM signs "Term Sheet" to be acquired by a large business, subject to due diligence**
    - Term Sheet includes approximate **purchase price** and date of **expected close**
  - April 2023: DLA issued set-aside RFP for cold weather socks
  - FRM submits offer to DLA
  - June 2023: Closing of transaction to acquire FRM
  - Oct. 2023: DLA awards contract to FRM
  - Area Office: FRM is ineligible because it gives the Term Sheet "present effect," meaning FRM was large at the time of proposal submission

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
- **OHA:** Area Office correctly gave the Term Sheet "present effect"
  - The Term Sheet made clear that the parties had **agreed on "all material terms"** and intended to proceed with the transaction
  - Indications that the parties had progressed beyond mere negotiations:
    - Term Sheet included **approximate purchase price** and the date of "**expected close**"
    - Term Sheet stated that Buyer "**will make great stewards** of the business"
    - Term Sheet was **not expressly contingent** on any future conditions or events.

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
- **FRM:** But the Term Sheet said it was **conditioned upon accounting, legal, insurance, and environmental due diligence review**?
  - **OHA:** An agreement-in-principle is given present effect **if the due diligence is "confirmatory."**
  - **OHA:** Here, there was **"no indication in the Term Sheet"** that such diligence reviews would be extensive or that any deal was conditioned on the results of these reviews.
  - OHA: A "bulleted list" of diligence "appears akin to confirmatory due diligence"

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
- **FRM:** But the Term Sheet **left certain details as "TBD,"** including a potential sale of certain seller's assets and the future roles of seller's principals.
  - **OHA:** The TBD issues were "minor aspects of the overall transaction"
  - **OHA:** The Term Sheet language "reflects the parties fully expected and intended that [Buyer] would indeed acquire [Seller]."

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
- **FRM:** But the transaction was "speculative" because the **Buyer had not secured the necessary financing** at the time the Term Sheet was signed
  - **OHA:** The Term Sheet "does not state that any deal was contingent upon [Buyer's] ability to obtain outside financing."
  - **OHA:** "Nor does the Term Sheet indicate that the parties harbored any serious doubt" as to whether Buyer could finance the transaction.

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Issue:** Did an M&A Term Sheet Trigger the Present Effect Rule
- **FRM:** But **the final Purchase Agreement differed** in certain respects from the Term Sheet
  - **OHA:** Differences between the final agreement and the Term Sheet "have no bearing on whether the Term Sheet should be given present effect."
  - **OHA:** "The fundamental question is whether the Term Sheet shows that the parties had reached an agreement that the transaction would occur at a later time."

FRM Socks, LLC, SIZ-6281 (May 1, 2024)

- **Lessons Learned:**
  - Carefully draft “letters of intent” or “term sheets”
  - Make them **“nonbinding indicative expressions of interest”**
  - No expected price. No expected close
  - Avoid agreement on material terms and conditions
  - Be clear that successful due diligence is a condition precedent of closing and not confirmatory
  - Identify all other conditions precedent of closing, such as buyer financing

HealthVerity, Inc., SIZ-6266; Truveta, Inc., SIZ-6294

- **Issue:** Did Former Microsoft Employees Violate the Newly Organized Concern Rule?
  - SBA's Newly Organized Concern Rule – 13 C.F.R. 121.103(g):

    "[A]ffiliation may arise where former or current officers, directors, principal stockholders, managing members, or key employees of one concern organize a new concern in the same or related industry or field of operation, and serve as the new concern's officers, directors, principal stockholders, managing members, or key employees, and the one concern is furnishing or will furnish the new concern with contracts, financial or technical assistance, indemnification on bid or performance bonds, and/or other facilities, whether for a fee or otherwise.

    "A concern may rebut such an affiliation determination by demonstrating a clear line of fracture between the two concerns."

    "A "key employee" is an employee who, because of his/her position in the concern, has a critical influence in or substantive control over the operations or management of the concern."

HealthVerity, Inc., SIZ-6266; Truveta, Inc., SIZ-6294

- **Issue:** Did Former Microsoft Employees Violate the Newly Organized Concern Rule?
  - Five of Truveta's senior executives formerly worked at Microsoft
  - Only two left Microsoft directly to join Truveta
  - **In *HealthVerity***, OHA **remanded** because the Area Office did not review:
    - Whether the former Microsoft personnel were "officers or key employees" of Microsoft;
    - Whether Truveta and Microsoft operate in the same or related industries; or
    - Whether Microsoft "provided Truveta with technical and/or financial assistance"

HealthVerity, Inc., SIZ-6266; Truveta, Inc., SIZ-6294

- **Issue:** Did Former Microsoft Employees Violate the Newly Organized Concern Rule?
  - **On Remand,** the **Area Office** found that Truveta was affiliated with Microsoft under the NOC Rule
    - Truveta and Microsoft do operate in related industries
    - One current officer of Truveta was a former officer of Microsoft
    - Microsoft provided financial assistance
  - **In *Truveta*, OHA** held "no affiliation" between Microsoft and Truveta:
    - A mere arms-length transaction with Microsoft does not satisfy the "financial assistance" prong
    - No other financial assistance provided by Microsoft. (Many details redacted)

HealthVerity, Inc., SIZ-6266; Truveta, Inc., SIZ-6294

- **Lessons Learned:** Carefully monitor and structure actives when former employees of a large business leave to start a new business:
  - Analyze whether the officers and key employees of the new concern are former officers or “key employees” of the large business
  - Analyze whether the new concern is in the same or related industry
  - Analyze whether the large business is furnishing the new concern with contracts or financial and technical assistance (outside of a Mentor-Protégé Agreement)

Chartwell Rx, LLC, SIZ-6276 (Apr. 8, 2024)

- **Issue:** Did Awardee Violate the Nonmanufacturer Rule?
  - SBA's Nonmanufacturer Rule – 13 C.F.R. 121.406(b):

A firm may qualify as a small business concern for a requirement to provide manufactured products or other supply items as a nonmanufacturer if it:

(i) Does not exceed 500 employees (or 150 employees for the Information Technology Value Added Reseller exception to NAICS Code 541519)

(ii) Is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied;

(iii) Takes ownership or possession of the item(s) with its personnel, equipment or facilities in a manner consistent with industry practice; and

(iv) **Will supply the end item of a small business manufacturer**, processor or producer made in the United States, or obtains a waiver of such requirement.

(c) The nonmanufacturer rule "does not apply to small business set-aside acquisitions with an estimated value between the micro-purchase threshold and the [SAT]."

Chartwell Rx, LLC, SIZ-6276 (Apr. 8, 2024)

- **Issue:** Did Awardee Violate the Nonmanufacturer Rule?
  - VA issues RFP to procure pharmaceuticals for Leavenworth Consolidated Mail Outpatient Pharmacy
  - VA awarded contract to Derrah Morrison Enterprises LLC (DME) with award amount of $85,180.88
  - Competitor protested DME's compliance with the nonmanufacturer rule
    - Appellant asserted it was the only manufacturer in the United States and that DME would supply a product manufactured in India
  - **Area Office** dismissed the protest because the NMR did not apply to the procurement

Chartwell Rx, LLC, SIZ-6276 (Apr. 8, 2024)

- **Issue:** Did Awardee Violate the Nonmanufacturer Rule?
  - **OHA Agreed:**
    - The Nonmanufacturer Rule does not apply to procurements with a value below the Simplified Acquisition Threshold
    - The award amount of $85K is below the SAT
    - Therefore, DME can supply the product manufactured by a large business in India

Chartwell Rx, LLC, SIZ-6276 (Apr. 8, 2024)

- **Lessons Learned:** Large business manufacturers can structure resale business around exceptions to the Nonmanufacturer Rule:
  - Small business resellers for procurements valued under the SAT
  - Small business resellers for procurements above the SAT where a waiver has been obtained

Colt-Sunbelt Rentals JV, LLC, SIZ-6288 (Apr. 16, 2024)

- **Issue:** Did a Joint Venture's Operating Agreement Include All Required Provisions?
  - Joint Ventures must include twelve specific provisions. *See, for example,* 13 C.F.R. 125.8(b)
- **Key JV bloopers**: *Forgetting to modify* JV Agreement for each procurement to:
  - Identify the specific individual serving as Responsible Manager
  - Itemize all major equipment, facilities, and other resources to be furnished by each party to the joint venture, with a detailed schedule of cost or value of each, where practical
  - Specify the responsibilities of the parties with regard to negotiation of the contract, source of labor, and contract performance, including ways that the parties to the joint venture will ensure that the joint venture and the small business partner(s) to the joint venture will meet the [40%] performance of work requirements.

Colt-Sunbelt Rentals JV, LLC, SIZ-6288 (Apr. 16, 2024)

- **Issue:** Did a Joint Venture's Operating Agreement Include All Required Provisions?
  - **OHA: Joint Venture was ineligible** because it's agreement did not itemize resources or specify responsibilities of the parties for the procurement and did not identify Responsible Manager
  - **Unsigned addendum** to the Operating Agreement was ineffective because:
    - The Operating Agreement **required that all amendments <u>be signed</u> by the members**
    - No indication the unsigned addendum was **in effect prior to the date of final proposal revisions**

Colt-Sunbelt Rentals JV, LLC, SIZ-6288 (Apr. 16, 2024)

- **Lessons Learned: Key joint venture maintenance tasks:**
  - Modify the LLC Operating Agreement for each offer submitted prior to proposal submission
    - Itemizing resources provided by the parties
    - Specifying responsibilities of the parties
    - Identifying Responsible Manager
  - Annual Report to Contracting Officer and SBA
  - Contract Completion Report to Contracting Officer and SBA
  - Monitor two-year bidding period
  - Keep the JV's SAM registration current

Coalition Meetings and Events

- February 4, IT/Services Committee Meeting with Tiffany Hixson
- February 4, Healthcare Focus: Briefing on the National Defense Authorization Act (NDAA) for Fiscal Year 2025, Webinar
- February 6, US Army MAPS: Steering Your Proposals to New Heights, Webinar