

**United States Small Business Administration
Office of Hearings and Appeals**

VSBC Protest of:

General Services Administration,

Protestor,

Re: MindVen LLC

Solicitation No. 47QTCB22R0007

SBA No. VSBC-459-P

Decided: January 15, 2026

APPEARANCES

Nick Engel, Contracting Officer, Washington, DC, for Protestor

Adam K. Lasky, Esq., Sarah E. Barney, Esq., Seyfarth Shaw LLP, Seattle, Washington,
and Washington, DC, for MindVen LLC

DECISION

I. Introduction and Jurisdiction

On September 8, 2025, the General Services Administration (Protestor) protested the Service-Disabled Veteran-Owned Small Business (SDVOSB) status of MindVen LLC (MindVen), in connection with Solicitation No. 47QTCB22R0007, to the Small Business Administration (SBA) Office of Hearings and Appeals (OHA) for review. Protestor alleges that MindVen is not a qualified SDVOSB for the subject procurement because its joint venture (JV) agreement does not properly adhere to SBA's regulations. For the reasons discussed *infra*, I DENY this protest.

The U.S. Small Business Administration (SBA) Office of Hearings and Appeals (OHA) adjudicates SDVOSB status protests pursuant to 15 U.S.C. § 657f and 13 C.F.R. Part 134 Subpart J. Protestor filed its protest within five business days after receiving notification that MindVen had been awarded the contract, so the protest is timely. 13 C.F.R. § 134.1004(a)(3). Accordingly, this matter is properly before OHA for decision.

II. Background

A. Solicitation and Protest

The instant solicitation was posted to SAM.gov on September 15, 2022. Initial offers did not require price, but price was added after a Court of Federal Claims protest decision. These amended proposals, including price, were due January 12, 2024. Amendment 0004, posted on November 3, 2023, allowed for proposal revisions which were limited to offerors who submitted proposals by November 18, 2022. The pre-award notice for small business concerns was posted to SAM.gov on August 28, 2025.

The NAICS code for this acquisition is 541512 — Computer Systems Design Services — with a corresponding \$30 Million annual receipts size standard. The solicitation was set-aside for SDVOSB small business concerns. The Solicitation is for a multiple-award indefinite-delivery, indefinite-quantity contract with no contract ceiling.

On September 8, 2025, Protestor filed the instant protest. Protestor alleges that MindVen's JV agreement does not satisfy all the requirements of the regulations FAR 52.207-6, 13 C.F.R. § 125.18 and/or 13 C.F.R. § 125.9, as applicable.¹ Specifically, Protestor alleges the JV agreement appears to lack the following required elements:

- Stating that quarterly financial statements showing cumulative contract receipts and expenditures (including salaries of the joint venture's principals) must be submitted to SBA not later than 45 days after each operating quarter of the joint venture; and
- Stating that a project-end profit and loss statement, including a statement of final profit distribution, must be submitted to SBA no later than 90 days after completion of the contract.

(Protest at 2).

Protestor also contends that it was informed that the SBA views it reasonable to interpret 13 CFR § 121.404(a)(1)(iv) as applicable to the Polaris GWAC, and that a concern's size and status would be determined as of the date of initial offer — November 18, 2022. Moreover, Protestor also alleges it was informed that for expired JV agreements, SBA views it as reasonable that the exception to affiliation for JV members would apply if the initial offer was within the two-year period from the JV's first award. (Protest at 1).

B. MindVen's Response

On September 21, 2025, Counsel for MindVen responded to the instant protest. MindVen is a joint venture between Mind Computing, Inc (Mind) an SDVOSB and the Managing Member) and Venesco, LLC (Venesco) (a small business). MindVen also included a copy of the

¹ Protestor cites to regulations which have since been superseded by 13 C.F.R. § 128.402.

Amended JV Agreement between Mind Computing, Inc and Venesco, LLC — executed on December 7, 2022 — and a sworn declaration from Julian Jewel, the managing venturer of MindVen, and Executive VP and Chief Information Officer for Mind Computing Inc.

MindVen contends that the applicable date for determining SDVOSB JV eligibility for the subject procurement is January 4, 2024 — the date of final proposal revisions. MindVen relies upon recent OHA precedent in support of this contention. In *VSBC Protest of Blue Water Thinking, LLC*, SBA No. VSBC-407-P (2024), OHA held:

In a SDVOSB status protest pertaining to a concern's compliance with the joint venture regulations at 13 C.F.R. § 128.402(c), OHA determines the eligibility of the protested concern's SDVOSB status as of the date of the joint venture's final proposal revisions.

(*Blue Water Thinking* at 7.)

Since MindVen submitted its final proposal revisions on January 4, 2024, the issue here is whether MindVen had a joint venture agreement that complied with the requirements in 13 C.F.R. § 128.402(c)(11) and (12) as of that date. (Response at 3).

MindVen maintains that, when reviewing whether a JV agreement is compliant with 13 C.F.R. § 128.402(c), SBA considers the content of not only the original joint venture agreement itself, but also any other supplements or amendments to the joint venture agreement that the joint venture members agreed to prior to the date of the final proposal revisions. MindVen relied upon OHA precedent:

- *VSBC Protest of U.S. Department of Veterans Affairs*, SBA No. VSBC-297 (2023) (reviewing content of JV Agreement and Operating Agreement, where both were executed prior to the date final bids were due, to determine joint venture's compliance with § 128.402(c));

- *Matter of Gray Venture, LLC*, SBA No. VET-276 (2022) (holding proper to consider content of joint venture's Operating Agreement, together with subsequent Teaming Agreements entered into by the joint venture members, to determine whether joint venture agreement met the regulatory requirements);

- *Matter of Critereom, LLC*, SBA No. VET-245 (2014) (holding where agreement executed subsequent to joint venture agreement “explicitly incorporated or even referenced in some way the Joint Venture Agreement, then the two agreements would have to be read together” in determining whether offeror complied with SBA's joint venture regulations);

- *Size Appeal of Kako'o Spectrum Healthcare Sols., LLC*, SBA No. SIZ-6293 (2024) (remanding size determination to area office because, *inter alia*, area office did not consider latest version of JVA executed prior to deadline for final proposal revisions);

- *Size Appeal of Decisionpoint-Agile Def. JV, LLC*, SBA No. SIZ-6336 (2025) (reversing area office because area office only considered JVA and did not consider operating agreement that was executed prior to final proposal revisions, and holding that the mere fact that the operating agreement was not submitted with the proposal was irrelevant to whether it should be considered in evaluating whether the appellant had a compliant JVA).

(Response at 3-4).

Here, Mind and Venesco executed MindVen's Original JV Agreement on July 20, 2022. Afterwards, on December 7, 2022 — after initial proposals but prior to final proposal revisions — Mind and Venesco executed the Amended JV Agreement. Accordingly, the Amended JV Agreement is determinative on the issue of whether MindVen had a joint venture agreement that met the requirements of 13 C.F.R. §§ 128.402(c)(11) and (12) as of the date of final proposal revisions. (Response at 4).

Finally, while Protestor contends that MindVen's JV does not comply with two specific regulations — 13 C.F.R. § 128.402(c)(11) (pertaining to quarterly financial statements, and formerly numbered 13 C.F.R. § 125.18(b)(2)(xi)); and 13 C.F.R. § 128.402(c)(12) (pertaining to project-end P&L reports, and formerly numbered 13 C.F.R. § 125.18(b)(2)(xii)) — MindVen argues its Amended JV Agreement clearly shows otherwise:

Section 2.13 Performance of Work Statements

In accordance with 13 C.F.R. § 128.402(c)(11) and (c)(12): Quarterly Financial Statements

The Joint Venture shall submit quarterly financial statements showing cumulative contract receipts and expenditures (including salaries of the Joint Venture's principals) to SBA within 45 days after each operating quarter.

Project-End Statement

The Joint Venture shall submit to SBA a project-end profit and loss statement, including a statement of final profit distribution, within 90 days after completion of the contract.

(Amended JV Agreement at 5).

III. Discussion

A. Burden of Proof and Date of Eligibility

As the protested firm, MindVen has the burden of proving its eligibility by a preponderance of the evidence. 13 C.F.R. § 134.1010. The decision must be based primarily on

the Case File and the information provided by the Protestor, the protested concern, and any other parties. 13 C.F.R. § 134.1007(g). Accordingly, all the evidence submitted by the Protestor and MindVen is part of the record.

In a SDVOSB status protest pertaining to a concern's compliance with the joint venture regulations at 13 C.F.R. § 128.402(c), OHA determines the eligibility of the protested concern's SDVOSB status as of the date of the joint venture's final proposal revisions. 13 C.F.R. § 134.1003(e)(1). Here, MindVen submitted its final proposal revisions on January 4, 2024, so accordingly I must determine MindVen's compliance with the joint venture agreement requirements as of that date.

B. Analysis

Protestor alleges the JV agreement appears to lack the following required elements required by the regulation at 13 C.F.R. §§ 128.402(c)(11) & (12):

- That quarterly financial statements showing cumulative contract receipts and expenditures (including salaries of the joint venture's principals) must be submitted to SBA not later than 45 days after each operating quarter of the joint venture; and
- That a project-end profit and loss statement, including a statement of final profit distribution, must be submitted to SBA no later than 90 days after completion of the contract.

(Protest at 2).

However, MindVen's most recent version of its JV agreement explicitly provides otherwise:

Section 2.13 Performance of Work Statements

In accordance with **13 C.F.R. § 128.402(c)(11) and (c)(12)**:

Quarterly Financial Statements

The Joint Venture shall submit quarterly financial statements showing cumulative contract receipts and expenditures (including salaries of the Joint Venture's principals) to SBA within 45 days after each operating quarter.

Project-End Statement

The Joint Venture shall submit to SBA a project-end profit and loss statement, including a statement of final profit distribution, within 90 days after completion of the contract.

(Amended JV Agreement at 5).

While Protestor is correct in noting that a concern's SDVOSB status is generally determined as of the date of initial offer including price — in this case, November 18, 2022 — MindVen is correct in stating that in a SDVOSB status protest challenging a concern's compliance with the joint venture regulations at 13 C.F.R. § 128.402(c), OHA determines the eligibility of the protested concern's SDVOSB status as of the date of the joint venture's final proposal revisions.

If the VOSB or SDVOSB status protest pertains to a procurement, the Judge will determine a protested concern's eligibility as a VOSB or SDVOSB as of the date of its initial offer or response which includes price for a competitively awarded VOSB/SDVOSB contract, order, or agreement, and as of the date of award for any sole source VOSB or SDVOSB award. For a protest challenging an ostensible subcontractor or a joint venture's compliance with the joint venture agreement requirements set forth in § 128.402(c), the Judge will determine eligibility as of the date of the final proposal revision for negotiated acquisitions or as of final bid for sealed bidding.

13 C.F.R. § 134.1003(e)(1). (emphasis added).

MindVen's JV agreement was amended on December 7, 2022, over a year before the due date for final proposal revisions. The amended agreement is plainly in compliance with the applicable SBA requirements for joint ventures requiring quarterly financial statements and project-end profit and loss statements.

Accordingly, I must deny the instant protest.

IV. Conclusion

For the above listed reasons, I DENY the instant protest. This is the final decision of the U.S. Small Business Administration. 13 C.F.R. § 134.1112(d).

CHRISTOPHER HOLLEMAN
Administrative Judge