

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

VSBC Protest of:

Glory to the Lord Investments, Inc.,
d/b/a Supply Chain Management,

Protestor,

Re: Irvington Maintenance Venture, LLC

Solicitation No. FA302024Q0011

U.S. Department of the Air Force

SBA No. VSBC-385-P

Decided: August 21, 2024

ORDER DISMISSING PROTEST¹

I. Background

On August 7, 2024, Glory to the Lord Investments, Inc., d/b/a Supply Chain Management (Protestor) filed the above-captioned protest, purporting to challenge the Service-Disabled Veteran Owned Small Business (SDVOSB) status of Irvington Maintenance Venture, LLC (Irvington Maintenance). The Contracting Officer (CO) forwarded the protest to the U.S. Small Business Administration (SBA) Office of Hearings and Appeals (OHA) for review. Irvington Maintenance is a joint venture between Irvington Group, Inc. and its SBA-approved mentor, Maintenance Engineers.

On August 12, 2024, OHA ordered Protestor to show cause why the protest should not be dismissed as nonspecific. (Order to Show Cause at 1.) OHA explained that, although the protest alleged that Irvington Maintenance is not a certified SDVOSB, SBA regulations make clear that a “joint venture itself need not be a certified VOSB or SDVOSB”; instead, only “[t]he VOSB or SDVOSB joint venture partner must be certified.” (*Id.*, quoting 13 C.F.R. § 128.402(a).) Because Protestor did not dispute that Irvington Group, Inc. is a certified SDVOSB, nor advance any reason to believe that Irvington Maintenance does not meet the joint venture requirements set forth at 13 C.F.R. § 128.402, the protest appeared nonspecific. (*Id.*)

¹ This protest is decided under the Small Business Act of 1958, 15 U.S.C. §§ 631 *et seq.*, and 13 C.F.R. parts 128 and 134 subpart J.

In response to OHA's Order, Protestor contends that Irvington Maintenance violates joint venture rules because it has existed for more than two years. (Response at 3-4.) Protestor alleges that Irvington Group, Inc. lacks relevant experience, and therefore will likely perform less than 40% of the contract's substantive work. (*Id.* at 5.) Additionally, Protestor asserts that Irvington Group, Inc. does not qualify as an SDVOSB because its principal has other full-time employment. (*Id.* at 3.)

II. Discussion

The instant protest is deficient and must be dismissed. As explained in OHA's Order to Show Cause, a proper status protest must include “[s]pecific allegations supported by credible evidence that the [challenged] concern (or joint venture) does not meet the VOSB or SDVOSB eligibility requirements listed in [13 C.F.R.] part 128.” 13 C.F.R. § 134.1005(a)(2). A nonspecific protest must be dismissed. 13 C.F.R. § 134.1007(b).

Here, the original protest did not make reference to any of the grounds for a status protest set forth at 13 C.F.R. § 134.1003, nor to any of the eligibility criteria for SDVOSB joint ventures at 13 C.F.R. part 128. Section I, *supra*. Although Protestor highlighted that Irvington Maintenance is not a certified SDVOSB, there is no requirement that a joint venture itself be a certified SDVOSB. 13 C.F.R. § 128.402(a); *VSBC Protest of MicroTechnologies, LLC*, SBA No VSBC-324-P (2023). The original protest, then, did not raise any valid reason to question Irvington Maintenance's eligibility for award.

In response to OHA's Order to Show Cause, Protestor attempts to cure the defects in its original protest, but these efforts are unavailing at this late stage of the proceeding. SBA regulations require that, for a negotiated acquisition, an unsuccessful offeror must file any SDVOSB status protest “by close of business on the fifth business day after notification by the contracting officer of the apparent successful offeror.” 13 C.F.R. § 134.1004(a)(3). An untimely protest will be dismissed. 13 C.F.R. § 134.1004(a)(6).

Here, Protestor was notified on August 5, 2024 that Irvington Maintenance was the apparent awardee. Accordingly, any status protest was due by August 12, 2024. In response to OHA's Order to Show Cause, Protestor advances new allegations concerning the SDVOSB status of Irvington Group, Inc. as well as the Irvington Maintenance joint venture. These allegations, though, were raised for the first time on August 19, 2024, and Protestor offers no explanation as to why these allegations could not have been included in the original protest. As such, Protestor's attempt to raise them for the first time at this juncture is untimely, since the new allegations were presented more than five business days after Protestor learned that Irvington Maintenance was the apparent successful offeror. 13 C.F.R. § 134.1004(a)(3); *CVE Protest of Griffin Res. LLC*, SBA No. CVE-211-P, at 2 (2021) (supplemental allegations filed more than five business days after award notification were untimely).

III. Conclusion

For the above reasons, the protest is DISMISSED. This is the final agency action of the U.S. Small Business Administration. 15 U.S.C. § 657f(f)(6)(B); 13 C.F.R. § 134.1007(b).

KENNETH M. HYDE
Administrative Judge