Maximum Win Strategies: Why Joint Ventures Make Cents

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NCMA
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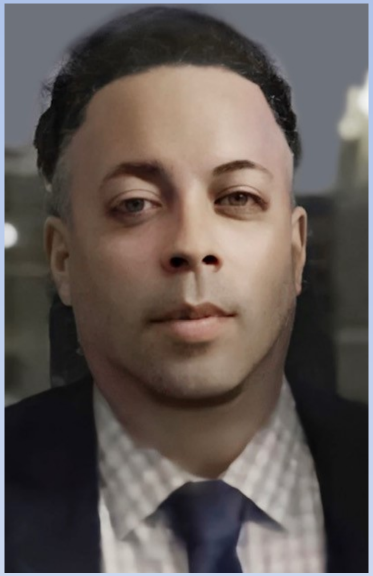

Experience

Jerry Miles is a government contracts attorney and business consultant with experience working in-house for KBR, a large government contractor, and a large, regional law firm. In addition to being the owner of a law firm, Mr. Miles regularly advises clients on teaming agreements, joint ventures, subcontracting, government contract disputes and bid protests.

Education

William & Mary Law
University of Virginia

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Teaming Arrangements

- **Teaming Agreements**
  - Agreement to Agree v. Good Faith Negotiations
  - Prelude to a Subcontract or Joint Venture
  - Enforceability (Definite? Price?)
  - NDA, Noncompete, Exclusivity, IP, SoW
  - Ostensible Subcontractor & Limitations On Subcontracting

Teaming Arrangements

- Joint Ventures- RFP Dependent, Graduated Teaming
  - 2+ Venturers, Contract Or Company, Common Objective
    - Ownership? Control?
    - Affiliation- "Add 'Em Up" With Large Requirements Exceptions
    - Populated v. Unpopulated
  - Win More, With More (Resources, Capabilities)
  - Performance of the Work? Mentors? Other Benefits?

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What Is A Joint Venture?

- **Joint Ventures**
  - Two Or More Venturers
  - Contract or Form A Company
  - For A Limited Purpose

- **SBC Joint Ventures**
  - Ownership (51:49)
  - Control (Add Affiliates Unless Exception)
  - 3 Awards in 2 Years

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What Is A Joint Venture?

- **Joint Ventures Types**

1. **Populated- Employees, Independent**

2. **Unpopulated- No Employees, Parents Sub**

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Why JV- Agencies Like Them?

- **"Contractor Teaming Arrangements may be desirable from both a government and industry standpoint in order to enable the companies involved to:**

  1) Complement each other's unique capabilities

  2) Offer the Government the best combination of performance, cost, and delivery for the system or product being acquired."

  - FAR § 9.602(a)(1) and (2).

→ Customer Commitment?

→ Reduced Funding & Performance Risk?

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Why JV?

- More Money
- More Set-Aside Dollars
- More Control
- More Direct Client Contact as Prime
- More Work Performed By Non-Qualifying Party
- May Be Necessary

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Why JV- Mentors Like Them?

- More Set Aside Dollars for Mentors to SBC Protégé Rather Than Only As A Sub.
- More Control for Mentors Than In A Prime-Sub
- More Client Contact for Mentors Than In A Prime-Sub
- More Work for Mentors Than In A Prime-Sub
- More Past Performance if RFP Disallows Use of Sub's

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When to Joint Venture?

1. Relationship Development- Team First, Then JV

2. Particularly Large, Quasi-Bundled Requirements

3. Strong Mentor Backing & Pursuit of New Markets

4. Customer Perceptions Re: Risk & Commitment

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Questions?

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