

**UNITED STATES SMALL BUSINESS ADMINISTRATION  
OFFICE OF HEARINGS AND APPEALS**

IN THE MATTER OF: )

MED TRENDS )

Appellant )

Docket No. SBA No. VET-2010-06-24-17

Solicitation No. DOL110-RP-20830 )

Department of Labor )

Procurement Services Center )

Washington, D.C. )

**INTERVENOR LONGVIEW EVOLVENT SOLUTION INC.'S OPPOSITION TO  
APPELLANT MED TRENDS, INC. APPEAL PETITION**

This case presents the precedent-setting issue of whether the owner of a Service Disabled Veteran Owned Small Business (SDVOSB) actually "controls" that firm while *simultaneously* owning and "controlling" an independent and separate 8(a) firm. Intervenor Longview Evolvent Solutions, Inc. ("LongView"), by and through its counsel, emphatically asserts that the Director of the Office of Government Contracting was correct when it determined that the owner does not control the SDVOSB under such circumstances and, thus, opposes the Appeal Petition of MED Trends, Inc.

**INTERESTED PARTY AND TIMELINESS**

LongView is an interested party because it was an unsuccessful offeror in the above-referenced solicitation, a Service Disabled Veteran Owned Small Business (SDVOSB) set-aside competition, held by the U.S. Department of Labor (DOL). LongView is an SDVOSB and is filing a timely opposition to the Appeal Petition pursuant to OHA's Notice and Order, dated June 24, 2010.

## INTRODUCTION

The DOL Information Technology Center in Washington, D.C. held an SDVOSB contract set-aside competition for "Professional Services for Information Technology Governance." MED Trends and LongView were among the offerors who submitted proposals on December 11, 2009. On April 15, 2010, DOL announced that MED Trends would be awarded the contract. LongView sent a timely protest of the award to DOL's Contracting Officer on April 20, 2010, challenging whether MED Trends was controlled by a Service Disabled Veteran (SDV), because the SDV is also the principal owner of a separate and independent 8(a) firm.

Noting that 8(a) Program Participants are required to devote full time to their 8(a) companies, LongView asserted that the MED Trends owner could not possibly meet the full time devotion requirements of the 8(a) program, while at the same time meeting the control requirements of the pertinent SDVOSB regulations. LongView's protest was eventually forwarded to the SBA Director of Government Contracting, who determined on June 16, 2010, that there was insufficient evidence that MED Trends was controlled by an SDV within the meaning of the SDVOSB regulation. MED Trends appealed the SDVOSB eligibility determination on June 24, 2010.

## STANDARD OF REVIEW

The standard of review for SDVOSB status appeals is whether the determination of the U.S. Small Business Administration's ("SBA") Director of the Office of Government Contracting ("D/GC") was based on clear error of fact or law. 13 C.F.R. § 134.508. In determining whether there is a clear error of fact or law, SBA's Office of Hearings and Appeals ("OHA") does not evaluate whether a concern met the eligibility requirements of 13 C.F.R. §§ 125.9 and 125.10 *de novo*. Rather, OHA reviews the record, including the protest file, to determine whether the D/GC based her decision upon a clear error of fact or law. *See Nelco Diversified, Inc.*, SBA No. VET-140 (September 23, 2008). Consequently, OHA will disturb the

D/GC's determination only if OHA has a firm conviction that the D/GC erred in making a key finding of law or fact. *Id.* at 5. LongView submits that the D/GC committed no clear error of fact or law in this matter, and that her decision should be affirmed.

#### INSUFFICIENT EVIDENCE OF CONTROL

The D/GC found that MED Trends, Inc. did not meet the SDVOSB eligibility requirements because there was insufficient evidence that the Service Disabled Veteran ("SDV") in question, Mr. Kervin Spivey ("Mr. Spivey"), controlled MED Trends within the meaning of 13 C.F.R. § 125.10. Other than the fact that Mr. Spivey was allegedly devoting full time to the 8(a) company that he also owned, there were several other reasons in the record for which the D/GC could find that Appellant did not present sufficient evidence that an SDV controlled MED Trends. Indeed the evidence in the record that was presented by Appellant raised more questions than it answered about who actually controls MED Trends.

First of all, Appellant submitted a set of corporate by-laws to the D/GC that were undated. D/GC Determination at 4-5. Thus, there was no evidence that the by-laws were in effect at the time of the offer. *Id.* Yet SBA rules require that a firm be eligible at the time of the offer. 13 C.F.R. § 125.15. The date of MED Trend's offer was December 11, 2009, and MED Trends was required to produce evidence of its eligibility at that time. *Id.* Although Appellant submitted a document dated May 25, 2010, that the by-laws were accepted on March 16, 2009, the D/GC pointed out that such document was not adequate evidence to establish that those by-laws were in effect at the time of the offer. *Id.* at 5.

The D/GC also mentioned that Appellant submitted a set of previous by-laws which were the same by-laws submitted pursuant to an SDVO protest in 2007. Although the D/GC did not further elaborate on this point, it is clear that there were still open issues on this matter. For example, the mere fact that a new set of by-laws were supposedly enacted on March 16, 2009 had to mean that there was some kind of change to the by-laws from 2007 to 2009. This is further illustrated by the D/GC's statement that the stock certificates presented by MED Trends are dated March 16, 2009 as well. The Declaration of Kervin Spivey ("Spivey Declaration")

states that he bought 100% of the company, presumably on June 26, 2005, since that is when he became President and a Director of MED Trends. Spivey Declaration at #5 - #8. Yet the stock certificates are dated March 16, 2009. It would stand to reason that the stock certificates, at least those issued to Mr. Spivey, would be dated in June 2005 rather than March 2009. Yet Appellant gives no explanation for the inconsistency.

Curiously, Mr. Spivey states in his Declaration that 100% of the company's stock was transferred to him through Articles of Transfer by Rabina Malik, purportedly the President of the Company at that time. However, Mr. Spivey's statement of the transfer is "qualified", at best. He states that,

Rajesh Malik, Rabina Malik's husband at the time, *represented to me* and the Company that he signed Rabina Malik's name as President of the Company on the Articles of Transfer with authorization of Rabina Malik to evidence *the intent* of the Corporation to sell the 100% of stock to me.

(Emphasis added) Spivey Declaration at #5. It is unclear what the italicized phrases of that sentence actually mean. Why does Mr. Spivey find it necessary to qualify his statement? Is Rajesh Malik's representation that he was authorized to sign his then-wife's signature transferring 100% of MED Trends stock to Mr. Spivey being challenged, legally or otherwise? Is this Mr. Spivey's way of protecting himself? It is unclear from the record just what was meant by Mr. Spivey. Furthermore, Mr. Spivey mentions that Rajesh Malik signed the Articles of Transfer on Rabina Malik's behalf to "evidence the intent of the Corporation to sell 100% of stock to me." *Id.* However, there is no evidence in the record that Mr. Spivey submitted a bill of sale or any similar document to the D/GC showing from whom he bought the stock and what he paid for the stock. While it may not be reasonable for the price of the stock to be made public, particularly in a protest venue, a bill of sale or similar document showing who Mr. Spivey paid for the stock would have been quite helpful because of the questions raised by the fact that Rabina Malik, who presumably owned the shares, was not the individual who actually signed the Articles of Transfer. Moreover, the record does not indicate that Mr. Spivey submitted any

document to the D/GC, signed by Rabina Malik, which authorized Rajesh Malik to sign her name for such purpose.

Although such questions might appear to address the issue of SDV *ownership*, they also have a direct bearing on the issue of "control," and why there is insufficient evidence in the record to establish that Mr. Spivey actually had control of MED Trends.

Since Mr. Spivey bought 100% of MED Trends stock in 2005, that means that somewhere between 2005 and 2009, Rajesh Malik became the 3% owner of MED Trends, although there is no indication of when that transfer or sale of stock actually took place. Whereas Mr. Spivey states in his Declaration that Rabina Malik was the "initial incorporator and director" of MED Trends, he does not state whether the company was an ongoing concern when all of its shares were transferred to him. This is important to the issue of control because if MED Trends was an ongoing concern, it would explain why in the words of the D/GC,

By MTI's own account, Mr. Spivey does little more on a day-to-day basis than answer some emails and telephone calls from his home.

D/GC's Determination at 6. It would also explain why, as is also pointed out by the D/GC, Mr. Spivey is not even the highest paid individual in what is supposed to be his own company. *Id.* OHA has recognized that the regulations regarding control of 8(a) Business Development Program Participants can provide guidance in interpreting the control requirement of SDVO SBC eligibility. *See Matter of Eason Enterprises OKC LLC, et al.*, SBA No. VET-102 (2005). In the context of 8(a) programs, 13 C.F.R. 124.106(e)(3) allows another individual in the company to have a higher salary than the individual upon whom the disadvantaged status is based. "The highest ranking officer may elect to take a lower salary than a non-disadvantaged individual only upon demonstrating that it helps the applicant or Participant. In the case of a Participant, the Participant must also obtain the prior written consent of the AA/BD or designee before changing the compensation paid to the highest ranking officer to be below that paid to a non-disadvantaged individual." *Id.*

Thus, when a non-disadvantaged individual has a higher salary than the individual upon whom the disadvantaged status is based, the 8(a) regulations see this as a serious matter. Such arrangement must shown to be helping the 8(a) participant and the SBA's Associate Administrator for Business Development prior written consent must be obtained. *Id.* However, "...Mr. Spivey states that he *elected* to take a lower salary than other MTI *employees* because he can rely on his benefits from the VA, and it is not necessary for him to make a large salary." (Emphasis added). D/GC Determination at 6.

Not only does Mr. Spivey's explanation for making a lower salary than two or more employees in his firm beg the question of who actually controls the firm, but it is also extremely doubtful whether SBA would approve such arrangement in the context of the 8(a) program. There, SBA consent must be obtained if only *one* non-disadvantaged employee has a higher salary than the 8(a) participant. Moreover, the 8(a) regulations require that the 8(a) participant must show how such an arrangement helps the 8(a) participant. Mr. Spivey indicates only that he can rely on his benefits from the VA, and it is not necessary for him to make a large salary. Such a statement is of questionable credibility to a reasonable person. It is difficult to comprehend why Mr. Spivey, the highest ranking official in the company, who claims to be working 95 hours a week – six 16 hours days a week – would "elect" to accept a lower salary than two or more employees in his company. Spivey Declaration at #23.

One could argue that Mr. Spivey's "election" to take a lower salary than two or more employees in MED Trends is also consistent with the fact that the company may have been a non-SDVOSB on-going concern at the time that 100% of the shares were transferred to him. There may have been existing officers and employees with higher salaries than Mr. Spivey then and now who allowed the shares to be transferred to Mr. Spivey in 2005 in order for the company to gain access SDVOSB set-aside contracts. Mr. Spivey could have presented evidence to the D/GC that could have dispelled such argument but did not do so.

Moreover, the D/GC pointed out that Mr. Spivey is not listed as a key employee on the very contract that is the subject of this protest and is not even a member of the management team responsible for overseeing the performance of the contract. D/GC Determination at 6.

In fact the evidence that Appellant submitted to the D/GC claiming that Mr. Spivey actually controls MED Trends is also insufficient in that the company produces its most critical information regarding its corporate dealings and organizational structure in an "Informal Action of the Board of Directors and Stockholder in Lieu of a Meeting," ("Informal Action") rather than producing the actual documents that Informal Action refers to. For example, instead of submitting a corporate set of by-laws indicating the actual date they were adopted, along with corresponding corporate minutes, Appellate submitted that such by-laws were adopted on March 16, 2009 in the "Informal Action," a document dated May 25, 2010.

The D/GC also pointed out that the Appellant's stock certificates were dated as being issued on March 16, 2009 rather than on the day Mr. Spivey supposedly bought the shares in June 2005. *Id.* at 4. Although the Informal Action stated that the same issuance of shares (97% to Mr. Spivey and 3% to Mr. Malik) occurred in 2005, D/GC Determination at 4, such fact is contradicted by Mr. Spivey's own Declaration in which he states that 100% of the MED Trends shares were transferred to him in 2005. Spivey Declaration at #5. Once again, the Informal Action is dated May 25, 2010 - *one day* before Appellant's May 26, 2010 submission to the D/GC in response to the protest.

In its submission to the D/GC Appellant goes into much detail to describe how Mr. Spivey possesses the management skills to run the company, including his past military experience, and how Mr. Spivey manages the company's day-to-day operations, making long-term decisions, approving actions on business operations, signing off on documents committing the company, all from a desk at his home in Hagerstown, Maryland. *See generally* Spivey Declaration. As the D/GC points out in her determination, however, "[t]he general requirement that the service-disabled veteran actually control the company is important, and the SBA will go behind the corporate formalities to establish that a service-disabled veteran actually controls the firm." D/GC Determination at 5, *citing Matter of Markon, Inc.*, SBA No. VET-158 at 5 (2009).

In going behind the corporate formalities in this case the D/GC had reason enough from the facts above to determine that Appellant produced insufficient evidence to demonstrate Mr.

Spivey controls MED Trends. Appellant did not submit dated by-laws that indicated that Mr. Spivey controlled of MED Trends at the time of the offer. Moreover, Appellant presented evidence that at least two other Appellant employees had higher salaries than that of Mr. Spivey with no credible explanation as to the reason. There are questions as to why the stock certificates issued to Mr. Spivey are dated March 16, 2009 and not June 26, 2005, when he supposedly bought the shares. There are unresolved issues as to whom Mr. Spivey actually bought the company from and if MED Trends was an ongoing concern at the time of purchase.

Furthermore, Appellant did not submit important documents regarding corporate actions purporting to demonstrate Mr. Spivey's control of MED Trends, i.e. adoption of by-laws, issuance of corporate shares, through spontaneously dated documents recorded as the actions occurred but through an Informal Action dated one day before its letter of response to the protest to the D/GC. The most damaging of all of the evidence against the proposition that Mr. Spivey's actually controlled the company, however, is the fact that he simultaneously owned and controlled an 8(a) company.

#### SIMULTANEOUS OWNERSHIP OF AN 8(a) COMPANY

In addition to all of the above, Appellant also admits that Mr. Spivey is the sole and principal owner of another firm – Jen-esis Communications, Inc. ("JCI"). JCI is a participant in SBA's 8(a) Business Development (BD) Program. D/GC Determination at 6. As the D/GC noted, Mr. Spivey, as JCI's principal owner, is required by SBA regulations to devote himself full-time to the business operations of JCI. 13 C.F.R. § 124.106(a). The D/GC also stated in her eligibility determination that, "SBA regulations state that for MTI [MED Trends] to be an eligible SDVO SBC a service disabled veteran must control the management and daily business operations. This means that 'the day-to-day management and administration of the business operations must be conducted' by Mr. Spivey." D/GC Determination at 6.

Although Appellant goes to great lengths to insist that Mr. Spivey does control the management and daily operations of MED Trends, *id.*; Spivey Declaration, Mr. Spivey's credibility is impeached by his admission of being the principal owner of an 8(a) firm. By

definition, the sole ownership of an 8(a) firm requires his full-time devotion to that company. 13 C.F.R. §124.106(a). "Full time devotion" is clearly defined in the applicable regulation as "during normal working hours of firms in the same or similar line of business..." 13 C.F.R. § 124.106(a)(3). Appellant has not demonstrated that the line of business for JCI and MED Trends are any working hours other than Monday through Friday during 9 a.m. – 5 p.m. Thus, Mr. Spivey, despite his alleged 95 hour work weeks, could not possibly be involved in the day-to-day management and administration of the daily business operations of MED Trends while at the same time devoting full-time to JCI during normal working hours of firms in the same or similar line of business. It should also be pointed out that MED Trends is not a subsidiary of JCI, and the applicable SBA regulation also speaks to that issue also:

Work in a wholly owned subsidiary of applicant or participant may be considered to meet the requirement of full-time devotion. This applies *only* to a subsidiary owned by an 8(a) firm, *and not to firms in which the disadvantaged individual has an ownership interest.*

*Id.* (Emphasis added). Mr. Spivey has an ownership interest in MED Trends, and, thus, his activities there would not come under the full time devotion requirements of the 8(a) firm. However, by definition, Mr. Spivey's ownership and full time devotion would have to interfere with his so-called management of his MED Trends, even though he states in his Declaration that, "I have been able to devote all the time I need to managing Jen-esis, without in the least interfering with my ability to fully manage all long-term decisions, all day-to-day, administration, of MTI." Spivey Declaration at #21. With all due respect to Mr. Spivey, this is not possible or credible.

#### APPELLANT'S ARGUMENTS

In the Appeal Petition Appellant alleges that the D/GC made three errors of fact and five errors of law. In none of the cases cited by Appellant in its position, however, does Appellant point to one case in which OHA has ever held that an SDV "controls" a firm, within the meaning

of the SBA regulations, while that SDV simultaneously owns a separate and independent 8(a) firm.

Appellant first alleges that the D/GC made an error of fact because: 1) there is supposedly no evidence that Mr. Spivey "does not daily conduct the management and business affairs of MED Trends;" 2) that there no evidence that the activities of Mr. Spivey, as President and CEO of an 8(a) firm, has ever interfered with, or precluded, Mr. Spivey's ability to make long-term decisions or to conduct the day-to-day management and administration of the business affairs of MED Trends; and, 3) that there is no evidence that Mr. Spivey has ever lacked the ability to make long-term decisions or ever lacked the ability to conduct the day-to-day management and administration of the business affairs of MED Trends. Appeal Petition at 9-11.

To the contrary, there is no evidence other than Mr. Spivey's Declaration that supports any of Appellant's factual claims mentioned above. On the other hand, the D/GC did have evidence that Mr. Spivey does not conduct the daily management and business affairs of MED Trends. Although he supposedly owns 97% of the stock of the company, there are *at least* two or more of the employees of the company who have higher salaries than his own.. Mr. Spivey has no credible explanation as to why this is the case, stating only that he can live on his VA benefits and does not need a large salary. In addition Mr. Spivey makes a big to-do in his Declaration as to how major his personal role was in getting MED Trends awarded the contract at issue. Spivey Declaration at #15. However, Mr. Spivey is not a key employee on the contract and is not even a part of the management team responsible for overseeing the performance of the contract. D/GC Determination at 6.

Both of these issues raise a real question as to whether Mr. Spivey ever controlled the firm or whether the firm controlled him. For example, Appellant submits no evidence as to whether the employees who earn a higher salary than himself were part of an ongoing MED Trends concern when the company stock was transferred to him. Moreover, Appellant does not explain the current role of Rajesh Malik in the firm, since he not only acquired 3 percent of the stock of the firm since 100% of the shares were transferred to Mr. Spivey, but he was the one who actually signed the Articles of Transfer representing to Mr. Spivey that he had his former wife's (then-President of the Company) authorization to do so.

Finally, as stated previously, the fact that Mr. Spivey is also the owner of an 8(a) firm is by definition proof that management of one had to interfere with the management of the other, since the 8(a) firm, by regulation, requires full time devotion during normal working hours. Thus, the D/GC made no clear errors of fact in her eligibility determination.

Appellant next argues that the D/GC made five (5) legal errors in her determination. First, Appellant states the D/GC erred by making negative findings on the issue of Control of an SDVO SBC by finding a violation under 13 C.F.R. Part 124, the 8(a) regulations, rather than 13 C.F.R. Part 125, the eligibility requirements for the SDVO SBC Program. Appeal Petition at 11. Appellant cites the cases of *Matter of DooleyMack Government Contracting, LLC*, SBA No. VET-159 (2009) and *Matter of AWG Services, LLC*, SBA No. VET-163 (2009) for support of its proposition.

However, the D/GC did not determine that Mr. Spivey did not control MED Trends due to a violation of the 8(a) regulations. She ruled that there was insufficient evidence that Mr. Spivey could control MED Trends while at the same time owning an 8(a) firm which required full time devotion from its principal owner. OHA's ruling in the *DooleyMack* case is inapplicable to the instant situation. There, the D/GC found that the SDV met all of the requirements demonstrating that he controlled the SDVO SBC but then she went further than 13 C.F.R. 125.10 and found the SDV not to be in control of the company because of affiliation considerations. *Id.* at 5. OHA found that this was in error. Similarly, in *Matter of AWG*, OHA reversed the D/GC because her analysis was more appropriate in the context of a finding of affiliation under the size regulations than in regard to question of whether an SDV actually controlled an SDVOSB. *Id.* at 5. The instant case is different, however.

First of all, the D/GC, unlike the cases cited above, made no determination, nor did it find otherwise, that Mr. Spivey met the SDV control requirements of 13 C.F.R. § 125.10. The Appellant's by-laws that were supposed to demonstrate that fact were undated and failed to show that the company was an eligible SDV concern on the date of the offer. Additionally, not only was Mr. Spivey's salary less than other non-SDV MED Trends employees, but he was not even a

named key employee or a part of the management team on the contract that is the subject of this protest – a contract he allegedly worked hard to get. Most importantly, Mr. Spivey owned an 8(a) firm which by regulation required full-time devotion by the owner. Thus, unlike the cases cited above, Mr. Spivey never demonstrated that he met the SDV control requirements to the D/GC. In fact she specifically determined that “given the information provided, there was insufficient evidence to support a conclusion that Mr. Spivey is in control of the firm ...” D/GC Determination at 6.

Appellant claims that D/GC committed a third legal error because her finding of “insufficient evidence” of control is wrong because the applicable SDV regulations do not require that “a Service-Disabled Veteran to devote every waking hour to long-term decision-making and to the day-to-day management and administration of a firm’s business affairs.” Appeal Petition at 14. However, it is not the D/GC who makes the afore-mentioned sentence the “control” standard. It is Mr. Spivey *himself* who claims to work 95 hours a week, allocating 40-42 hours to his 8(a) firm and 40-42 hours to his SDV Company. Spivey Declaration at #23. In making such statement Mr. Spivey is attempting to demonstrate that he gives full-time devotion to both companies. However, such claim was not sufficient evidence, along with the other submissions, to convince the D/GC that an individual can own and control an 8(a) firm and an SDVOSB, that are separate and distinct from one another at the same time. Moreover, the D/GC had adequate reasons to doubt whether Mr. Spivey actually controlled MED Trends absent the fact that he owned an 8(a) firm. The case of *Matter of E2Si-SaLUT Joint Venture*, SBA is not relevant to this matter, because that case deals with the fact that some companies can be managed remotely more than others, because of the industry specialty of the company. That is not the issue here. In the *E2Si-SaLUT Joint Venture*, the SDV did not own a separate 8(a) firm.

Appellant’s alleges a fourth legal error because the D/GC found that Mr. Spivey did not give a required notice and obtain prior written approval of his outside employment as an Officer of Jen-esis to the SBA, “Kervin Spivey has not demonstrated Control of the business affairs of MED Trends.” Appeal Petition at 15. However, contrary to Appellant’s assertion, the D/GC merely makes the observation there is no evidence that Mr. Spivey notified SBA of his position

at MTI. D/GC Determination at 6. She does not cite such fact as a reason for finding that Mr. Spivey does not control MED Trends. *Id.*

Finally, Appellant charges D/GC with making a fifth legal error in that she “has almost ignored the extensive Declaration of Kervin Spivey evidencing that he is able to manage and Control the business affairs of both MED Trends and Jen-esis, and the Office of Government Contracting here has necessarily ruled that a Service-Disabled Veteran cannot manage and Control two firms – at least where one of these firms is a participant in the U.S. Small Business Administration’s 8(a) Business Development Program.” Appeal Petition at 16.

If the D/GC ‘s determination stands for the proposition that Appellant attributes to her in the above paragraph, Intervenor LongView agrees with D/GC and further states that she has not committed a legal error in making such finding. As stated previously, Appellant cannot and did not cite one case in which OHA has ever ruled that an individual could own an 8(a) firm and an SDV firm, both independent and separate from the other, and meet the control requirements of both. Appellant claims that such a ruling contravenes 13 C.F.R. § 125.13, which provides that “8(a) Program participants... may also qualify as SDVO SBCs.” It is Intervenor’s contention, however, that such regulation envisions a single corporate entity that has an owner who qualifies as both an 8(a) Participant and an SDV. However, there is no statute, regulation or case law which permits the simultaneous ownership of two distinct and separate 8(a) and SDVOSB entities by an SDV which also suggests that an SDV can claim “control” over both at same time.

Thus, the D/GC made no clear errors of fact or law in issuing its eligibility determination.

WHEREFORE, Intervenor LongView respectfully requests OHA to issue an Order denying the Appeal Petition and affirming the eligibility determination of the Director of the Office of Government Contracting that MED Trends was not controlled by a service-disabled veteran at the time of bid, does not meet the eligibility requirements of a service-disabled veteran-owned small business concern and is therefore ineligible to receive an award under the subject solicitation.

Respectfully submitted,

Dated: July 6, 2010



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**CERTIFICATE OF SERVICE**

I certify that on the 6<sup>th</sup> day of July 2010 the foregoing Intervenor LongView Evolvent Solutions, Inc.'s Opposition to Appeal Petition was sent by facsimile to the following:


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