Cite as: *Size Appeal of Primary Health Care, LLC d/b/a Anglin Distinctive Health Care JV, LLC*, SBA No. SIZ-6370 (2025)

United States Small Business Administration
Office of Hearings and Appeals

SIZE APPEAL OF: Primary Health Care LLC, d/b/a Anglin Distinctive Health Care, JV. LLC, Appellant, Appealed from Size Determination Case No. SIZ-2025-164	SBA No. SIZ-6370 Decided: September 17, 2025

APPEARANCES

Robert K. Tompkins, Esq., Hillary J. Freund, Esq., Richard J. Ariel, Esq., Holland & Knight LLP, Washington, DC, for Appellant (Withdrew)

Nichole Atallah, Esq., Meghan F. Leemon, Esq., PilieroMazza PLLC, Washington DC, for Appellant

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DECISION[1]

I. Introduction and Jurisdiction

On June 18, 2025, the U.S. Small Business Administration (SBA) Office of Government Contracting — Area V (Area Office) issued Size Determination No. SIZ-2025-164, finding Primary Health Care, LLC d/b/a Anglin Distinctive Health Care JV, LLC (Appellant) to be an other than small business for Solicitation No. HT001523R0003. On July 3, 2025, Appellant filed the instant appeal. Appellant contends that the Area Office erred in dismissing the protest, and requests that SBA's Office of Hearings and Appeal (OHA) reverse or remand. For the reasons discussed *infra*, the appeal is DENIED, and the size determination is AFFIRMED.

OHA decides size determination appeals under the Small Business Act of 1958, 15 U.S.C. § 631 *et seq.*, and 13 C.F.R. parts 121 and 134. Appellant timely filed the instant appeal on July 3, 2025. Accordingly, this matter is properly before OHA for decision.

[1] This decision was originally issued under a protective order. Pursuant to 13 C.F.R. § 134.205, OHA afforded the parties an opportunity to file a request for redactions if desired. No redactions were requested, and OHA therefore now issues the entire decision for public release.

II. Background

A. The Solicitation

On November 15, 2022, the Defense Health Agency (DHA), Enterprise Medical Support - Contracting Division, Joint Base San Antonio, Fort Sam Houston, TX issued a Request for Proposal (RFP) for the Medical Q — Coded Support and Services — Next Generation ("MQS2-NG") acquisition. DHA intended to contract with firms who have readily available medical staff to provide medical services when required. The MQS2-NG program will be comprised of Indefinite Delivery/Indefinite Quantity (IDIQ) contracts awarded in two (2) business-size categories: small business and unrestricted.[2] The awarded IDIQs will form vendor pools aligned to support ancillary, dental, medical support, nursing, and physician services' requirements.

The instant Solicitation No. HT001523R0003 is a 100% small business set-aside. The designated North American Industry Classification System (NAICS) code is 621111, Offices of Physicians (Except Mental Health Specialists). The applicable small business size standard, at the time when the solicitation was issued, was $14 million in annual receipts.[3]

On May 8, 2025, the Contracting Officer sent out pre-award notification to all offerors. Compass Arora JV, LLC (CAJV), an interested party, learned that Appellant was among the firms selected for award from the pre-award notification.

B. Size Protest

On May 13, 2025, CAJV filed a timely protest against Appellant, contending that Appellant is a joint venture formed by Distinctive Home Care Inc. (Distinctive) and Anglin Consulting Group, Inc. (Anglin). (Size Protest at 1). CAJV claimed that Appellant was not formed under an SBA-approved mentor protégé relationship. Accordingly, Appellant's joint ventures members were not shielded from affiliation, and SBA should combine the receipts of Distinctive and Anglin to determine Appellant's size. CAJV had data which suggested Distinctive annual receipts exceeded $43 million, exceeding the applicable size standard. (*See generally* Size Protest Exhibits).

C. Size Determination

On June 18, 2025, the U.S. Small Business Administration (SBA) Office of Government Contracting — Area V (Area Office) issued Size Determination No. SIZ-2025-164, determining Appellant is other than small for the purposes of the subject procurement.

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[2] Under the MQS2-NG, two solicitations were issued: Solicitation No. HT001523R0003-MQS2-NG (Small Business) and Solicitation No. HT001523R0004-MQS2-NG (Unrestricted).

[3] At the time when the solicitation was issued, 11/15/2022, the size standard for NAICS Code 621111 was $14 million. The current size standard is $16 million.

In its decision, the Area Office noted that a joint venture must be small as of the date it submits its initial offer including price and as of the date of final proposal revisions. (Size Determination at 4-5 (citing 13 C.F.R. §§ 121.404(a); 121.103(h)(2)(ii).) Accordingly, the Area Office determined that Appellant "must be small for both October 27, 2023, the date when it submitted its initial offer with price, and May 5, 2025, the date of final proposal revision, to be eligible as a small business for this procurement." (*Id.* at 5).

While the Area Office did acknowledge that Appellant had an active mentor-protégé agreement (MPA) as of the date of initial proposals — October 27, 2023 — the Area Office held that as of the date of final proposal revisions, the MPA between Anglin and Distinctive had been terminated. (Size Determination at 6). Specifically, the Area Office found that on January 24, 2024, Distinctive (the Mentor) sent an email notification to SBA that Distinctive wished to terminate the MPA. The Area Office also concluded that subsequently, on March 1, 2024, SBA terminated the MPA. The Area Office also found that, as of the date it identified as the submission of Appellant's final proposal revisions — May 5, 2025 — there was no active MPA, and that Anglin and Distinctive were no longer exempt from affiliation for purposes of determining size. (*Id.*)

Accordingly, the Area Office found the combined receipts of Anglin and Distinctive meant that Appellant exceeded the applicable size standard, and that Appellant should therefore be classified as other than small for the purposes of the instant Solicitation.

D. Appeal

On July 3, 2025, Appellant filed the instant appeal. Appellant claimed that Area Office made a factual error in determining that the MPA between Appellant and the other joint venture members was terminated. Not only is there no evidence in support of this notion, but to the contrary, evidence submitted by Appellant to the Area Office indicates that the MPA remains in effect. (Size Appeal at 6). To this end, all of the available information on the platform Certify.sba.gov, including the current listing, demonstrates that the MPA has not been terminated. Appellant claims that it also requested evidence of the MPA termination from the Area Office but received none. When the Area Office continued to press with questions about the status of the MPA, Appellant again stated that it had not been terminated and reiterated that nothing in Certify.sba.gov identified the MPA as being terminated. (*Id.*)

Secondly, Appellant argues the Area Office erred as a matter of law when it used May 5, 2025 — the supposed date of final proposal revisions — to determine whether Appellant's MPA was active, as opposed to the initial offer date of October 27, 2023. (Size Appeal at 7). There is no dispute that on the initial offer date, Anglin and Distinctive were in an SBA-approved Mentor-Protégé relationship. (*See* Exh. A at 5.)

In choosing the date for proposed final revisions as opposed to the initial offer date, the Area Office ignored both SBA regulations and longstanding OHA precedent that establish the size status of a concern is determined as of the date it submits its self-certification with its initial offer, including price, and that events occurring after the date to determine size are not relevant in a size determination. (Size Appeal at 8, citing 13 C.F.R. § 121.404(a); *Size Appeal of Global*

Dynamics, LLC, SBA No. SIZ-6012 (2019); *see also Size Appeals of Kentucky Bldg. Maint., Inc., et al.*, SBA No. SIZ-6001 (2019).)

In *Global Dynamics*, OHA affirmed the determination that a mentor-protégé joint venture remained eligible for award, even though the MPA had expired and was not active at the time of revised proposals. Similarly, in *Kentucky Bldg.*, OHA affirmed a determination that a mentor-protégé joint venture remained eligible for award, even though the mentor had withdrawn from the MPA after the date for determining size but prior to award.

Furthermore, even the 2020 changes to SBA's size certification regulations, specifically to what was then 13 C.F.R. § 121.404(d) (now found at 13 C.F.R. § 121.404(f)), did not change this. In announcing that regulatory change SBA stated:

> The proposed rule also amended § 121.404(d) to **clarify** that size status for purposes of compliance with the nonmanufacturer rule, the ostensible subcontractor rule and joint venture agreement requirements is determined as of the date of the final proposal revision for negotiated acquisitions and final bid for sealed bidding. Currently, only compliance with the nonmanufacturer rule is specifically addressed in this paragraph, but SBA's policy has been to apply the same rule to determine size with respect to the ostensible subcontractor rule and joint venture agreement requirements. **This would not be a change in policy, but rather a clarification of existing policy**.

85 Fed. Reg. 66,146, 66,153 (Oct. 16, 2020) (emphasis supplied in Appeal).

The Area Office committed an additional error in this context. Contrary to the Area Office's determination, PHC JV did not actually submit any proposal revisions on the deadline date, leaving its proposal as it was. Accordingly, the status of the MPA at the time of final proposal revisions has no effect on Appellant's eligibility for award, and the fact that the Area Office held otherwise constituted clear error of fact and law. (Size Appeal at 9).

Finally, the Area Office improperly aggregated the receipts of Anglin and Distinctive in its calculations. Since there is no dispute the MPA was active on October 27, 2023. Therefore, Anglin and Distinctive were exempt from affiliation with one another under SBA's regulations and it was improper for the Area Office to combine the receipts of Anglin and Distinctive for purposes of determining Appellant's size. Rather, only the receipts of Anglin (as the protégé) should have been counted, which demonstrate Anglin — and therefore Appellant — is small for purposes of the Solicitation. (Size Appeal at 9-10).

For the above-listed reasons, OHA should grant the instant appeal.

E. Intervenor's (CAJV's) Response

On July 10, 2025, CAJV filed a Motion to Intervene, which OHA granted. On July 22, 2025, CAJV submitted its Response.

CAJV argues the Area Office specifically found that Distinctive notified the SBA All Small Mentor Protégé Program (ASMPP) office on January 30, 2024, that it wished to terminate the MPA, and SBA recorded the effective date of the termination as March 1, 2024. (*See* Size Determination at 6; *see also* Size Protest DHC Response to SBA at 1 (June 12, 2025, letter stating "the MPA was voluntarily terminated on January 30, 2024. . . ").) Moreover, per email correspondence from the relevant SBA Area Office, Distinctive informed SBA that "Anglin is fully aware that their Mentor Protégé Agreement was terminated." (*See* email: Update — Sandy Liu, Emails to add to Case File; *see also* Notification of MPA termination (Yashieka Anglin, CEO of Anglin Consulting Group copied)).

SBA regulations also do not require an affirmative MPA termination by SBA; instead, the regulations require only that a party to the MPA terminate it with thirty (30) days advance notice to the other party and the SBA. (Response at 4, citing 13 C.F.R. § 125.9(e)(4).) Therefore, the Appellant members' MPA terminated on March 1, 2024, and was no longer effective as of that date. (Response at 5).

CAJV argues that while Appellant is partially correct in its assertion that the size status of a concern *generally* is determined as of the date the concern submits its initial offer that includes price, Appellant omits that the SBA must evaluate whether a joint venture meets rules permitting it an exception from SBA affiliation rules as of the date of the final proposal revisions. 13 C.F.R. § 121.404(a).

SBA has previously explained Appellant's error:

> SBA also provides insight on when a firm's size status should be determined and under what circumstances, as outlined in 13 C.F.R. § 121.404. SBA maintains that 13 C.F.R. § 121.404(a) is the general rule, and that the accompanying provisions set forth in § 121.404(b)-(h) represent what SBA "currently and historically has referred to as exceptions to the general rule in (a)." SBA Comments at 2. Indeed, SBA states:
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> Therefore, when determining when the Government should evaluate a firm's size, one must look not just to the general rule but also evaluate if the circumstances fit within one of the clearly articulated exceptions to that general rule. ***If one of the exceptions apply, SBA would apply the alternative timing method described in the exception***. *Id.* at 2. SBA further provides that "if the criteria of the exception applies, SBA would apply the alternative timetable articulated in the exception, and there is no need or use for reference or application of general principle." *Id.*

Matter of VSolvit, LLC, B-421048, B-421048.2, 2022 CPD ¶ 310 at 9-10 (Dec. 2022) (emphasis supplied in Response).

In sum, because Appellant is a joint venture, the alternative date for determining size for joint ventures at 13 C.F.R. § 121.404(f) applies, not the general rule at 13 § C.F.R. 121.404(a). Accordingly, Appellant's size is determined as of the date for final proposal revisions. (Response at 6-7).

Moreover, although joint venturers normally are affiliated with one another for any contract performed by the joint venture, SBA regulations authorize an exception for joint ventures operating under a valid MPA. (Response at 8, citing 13 C.F.R. § 121.103(h)(2)(ii).)

Finally, since the relevant regulations were updated in October 2020, OHA has held that the date of final proposal revisions is the relevant date for determining whether a joint venture is compliant with 13 C.F.R. § 121.404(f) (formerly, 13 C.F.R. § 121.404(d)) and meets the size standard for a solicitation set aside for small businesses. (Response at 7, citing *Size Appeal of Focus Revision Partners*, SBA No. SIZ-6188 (2023) at 21 and *Size Appeal of Kako'o Spectrum Healthcare Solutions, LLC*, SBA No. SIZ-6293 (2024) at 4.) Thus, the Area Office did not clearly err in assessing Appellant's size status as of May 5, 2025 — the date for final proposal submissions.

CAJV next argues that because Appellant's MPA was terminated before the date for final proposal revisions, Appellant was not compliant with 13 C.F.R. § 121.103(h)(2)(ii) and the mentor-protégé exclusion from affiliation is therefore inapplicable. (Response at 8). Indeed, in terminating the MPA, neither of Appellant's members stated that the Appellant had any intent of maintaining the joint venture until an award under the Solicitation had been made. Rather, it appears that by terminating the MPA, Appellant's members intended to remain obligated to one another as mentor-protégé only for awarded contracts that pre-dated the MPA's termination. At the time of the MPA's termination, however, there was no contract being performed by Appellant under the instant Solicitation. Therefore, the MPA's termination extinguished any obligation by and between Appellant's members to perform in the roles of Mentor and Protégé. A joint venture agreement that is fundamentally premised on the existence of a continuing mentor-protégé relationship and that no longer entails any enforceable obligation between the joint venture members in those roles renders that agreement non-compliant with the regulation. (*Id.* at 8-9, citing 13 C.F.R § 121.103(h)(ii).)

Because no valid mentor-protégé relationship existed at the time of final proposal revisions, Appellant is in violation of 13 C.F.R. § 125.8 (b), and (c), because neither partner is properly a “protégé” or “mentor” and, therefore, cannot fulfill the responsibilities and obligations allocated to those roles. In other words, where an MPA is terminated before the date of final proposal revisions, the small firm ceases to be a protégé. (*Id.* at 10).

Finally, 13 C.F.R. § 121.404(f) provides that the size of a joint venture “is determined as of the date of the final proposal revision for negotiated acquisitions. . . .” While Appellant contends that its size status as of the date for final proposal revisions has no effect on Appellant's eligibility for award because it did not actually submit any proposal submission on that date, there is no requirement in the regulation that conditions the size determination of a joint venture on the actual submission of a proposal revision. (*Id.* at 12). Appellant's interpretation of the regulation would run explicitly counter to the SBA's view that the general rule for determining a business concern's size shall not be relied on when specific exceptions set out in 13 C.F.R. § 121.404(b)—(h) apply. And because the exception under 13 C.F.R. § 121.404(f) applies to Appellant's circumstance as a joint venture, the size determination of Appellant is made as of the

date for submission of final proposal revisions regardless of whether Appellant submitted a final proposal revision. (*Id.* at 12-13).

F. Supplemental Appeal

On July 22, 2025, Appellant filed a motion to submit a Supplemental Appeal, together with the Supplemental Appeal. Appellant argued that since the filing of the original Size Appeal, the Appeal File has been issued, and OHA would benefit from Appellant's discussion of the Appeal File's lack of evidence surrounding the alleged termination of the MPA at issue in this Size Appeal. Good cause therefore exists to grant this motion. In the interest of a more complete record, I GRANTED the Motion and ADMITTED the Supplemental Appeal.

The Supplemental Appeal briefly made the point to reiterate the Appeal File contains no evidence that SBA terminated Anglin's and Distinctive's MPA, aside from the Area Office's findings in the Size Determination. (Supp. Appeal at 1). In the absence of such evidence, the Area Office's determination that SBA's records reflected that the MPA had been terminated, is not supported by the record and as such presents a clear error of both fact and law. Therefore, OHA cannot find, as a matter of fact, that SBA terminated the MPA.

Accordingly, the Area Office's determination that the MPA was terminated was based on a clear error of fact and law and must be overturned. (*Id.* at 1-2).

G. Supplemental Response

On August 5, 2025, CAJV responded to the Supplemental Appeal.

While Appellant claims that its new argument is that because the appeal file lacks any record reflecting the SBA's affirmative termination of the MPA then it was clear factual error to conclude such a termination existed, CAJV argues in actuality Appellant is just renewing its old argument. (Supp. Response at 1).

Appellant is incorrect because both the MPA and SBA's Mentor-Protégé Program welcome letter issued to Appellant's members make plain that either party to the MPA may terminate the agreement through notice of termination to the other party and SBA. (*See* MPA at Section 6). Indeed, neither the MPA nor applicable regulations require formal termination; instead, the terminating party need only provide 30 days' notice to the other party and the SBA. (Response at 2, citing 13 C.F.R. § 125.9(e)(4) (explaining that either the mentor or the protégé, not just the SBA, can terminate the MPA upon at least 30 days' written notice).)

Distinctive provided the requisite notice on January 30, 2024 — which Appellant does not dispute — so the MPA's termination was effective March 1, 2024, and the SBA Area Office properly concluded Appellant's MPA terminated as of that date. In short, the lack of evidence in the appeal file of the SBA's formal termination of the MPA is simply inconsequential to the MPA's status on May 5, 2025, because Distinctive had terminated the MPA over a year earlier. Accordingly, the SBA Area Office did not commit an error of fact and law, and the Area Office's size determination should be upheld. (Supp. Response at 2).

H. Withdrawal of Appellant's Counsel and New Notice of Appearance

On August 15, 2025, Appellant's Counsel filed a Motion for Leave to Withdraw from its representation in the case. The Motion also requested that OHA revise the Case File to remove all of Anglin's confidential business and financial information. Appellant's reasoning for this was based on the anticipation that Anglin's joint venture partner, Distinctive, would engage substitute counsel for the remainder of this appeal. Appellant's Counsel said that Distinctive and Anglin have not previously shared with one another their financial information related to the size determination and appeal process, and that accordingly Anglin desired that its financial information remain protected from all parties, including Distinctive.

On the same date, I granted the motion for Appellant's counsel to withdraw but denied motion to remove the requested files from the record, as the files requested stood to represent at least part of the basis upon which the Area Office made its decision and upon which OHA would make its decision in this matter. However, I did acknowledge in this Order that Distinctive itself would never have access to the protected documents — and that should Distinctive engage substitute counsel in this matter, only that substitute counsel would be able to access the protected documents within the Case File, and only after they successfully applied to and were admitted under the Protective Order issued for this matter.

On August 25, 2025, substitute counsel for Distinctive filed a Notice of Appearance, which I granted the next day. On August 28, I admitted Distinctive's substitute counsel under the Protective Order.

Distinctive's substitute counsel did not file any further motions to re-open the record or submit any supplemental pleadings.

III. Discussion

A. Standard of Review

Appellant has the burden of proving, by a preponderance of the evidence, all elements of the appeal. Specifically, Appellant must prove that the size determination is based upon a clear error of fact or law. 13 C.F.R. § 134.314. OHA will disturb a size determination only if, after reviewing the record, the administrative judge has a definite and firm conviction that the area office erred in making its key finding of fact or law. *Size Appeal of Taylor Consultants, Inc.*, SBA No. SIZ-4775, at 11 (2006).

B. Analysis

This appeal is primarily centered around whether the Area Office erred in not applying the general SBA rule that size status of a concern is determined as of the date it submits its self-certification.

13 C.F.R. § 121.404(a) states:

> A concern, including its affiliates, must qualify as small under the NAICS code assigned to a contract as of the date the concern submits a written self-certification that it is small to the procuring activity as part of its initial offer or response which includes price. Once awarded a contract as a small business, a firm is generally considered to be a small business throughout the life of that contract.
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> However, 13 C.F.R. § 121.404(f) states:
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> Compliance with the . . . joint venture agreement requirements in §§ 124.513(c) and (d), §§ 126.616(c) and (d), §§ 127.506(c) and (d), and §§ 125.8(b) and (c) of this chapter, as appropriate, *is determined as of the date of the final proposal revision for negotiated acquisitions*. . . .

13 C.F.R. § 121.404(f). (emphasis added)

Accordingly, OHA has held that the date of final proposal revisions is the relevant date for determining whether a joint venture meets the size standard for solicitations set aside for small businesses and is compliant with 13 C.F.R. § 121.404(f). *See Size Appeal of Focus Revision Partners*, SBA No. SIZ-6188 (2023) at 21 (stating that the date of final proposal revisions is "the relevant date for examining joint venture compliance pursuant to 13 C.F.R. § 121.404(d)"); *Size Appeal of Kako'o Spectrum Healthcare Solutions, LLC*, SBA No. SIZ-6293 (2024) at 4 ("Pursuant to 13 C.F.R. § 121.404(d), a concern's compliance with the [joint venture agreement] requirements of 13 C.F.R. § 125.8(b) and (c) must be assessed as of the date of final proposal revisions.").[4] This is true even if the challenged concern did not actually submit final proposal revisions on that date. The regulation sets this date as the time to determine size; it does not require that any final proposal revisions actually be submitted.

Accordingly, the Area Office was correct in determining Appellant's size status as of May 5, 2025 — the date for final proposal submissions.

It is beyond dispute that the MPA between Appellant's joint venture partners, Anglin and Distinctive, was terminated well before May 5, 2025. Distinctive notified SBA on January 30, 2024, that it wished to terminate the MPA, and the SBA recorded the effective date of the termination as March 1, 2024. Moreover, SBA regulations do not require an affirmative MPA termination by the SBA; instead, the regulations require only that a party to the MPA terminate it with thirty (30) days advance notice to the other party and the SBA. *See* 13 C.F.R. § 125.9(e)(4). While Appellant claimed that "the Area Office . . . provided no evidence of any such termination[,]" the Area Office in fact cited that very correspondence in its Size Determination finding that the MPA had been terminated.

[4] Both of these cases cite to 13 C.F.R. § 121.404(d), as it was numbered at the time when these cases were decided. The text of the regulation is virtually identical to that of its current iteration, 13 C.F.R. § 121.404(f).

With the Mentor-Protégé Agreement (MPA) having been terminated before May 5, 2025, Appellant became noncompliant with 13 C.F.R. § 121.103(h)(2)(ii). As a result, the mentor-protégé exclusion from affiliation is also inapplicable. When Anglin and Distinctive terminated the MPA, they did not indicate to SBA that they intended to maintain their joint venture for the duration of the Solicitation or until the award date. Moreover, the language within the MPA itself strongly suggests that their obligation to each other as Mentor and Protégé was only for "contractual obligations pursuant to government prime contracts being performed with the Protégé. . . ." (*See* MPA at 5, Section 7).

Since there was no contract being performed by Appellant for the instant Solicitation, the termination of the MPA extinguished any obligation between the members of the joint venture to perform their roles as Mentor and Protégé. An agreement that relies on the existence of a continuous mentor-protégé relationship but no longer has any enforceable obligations between its members is non-compliant with 13 C.F.R § 121.103(h)(ii).

The terms of Appellant's Joint Venture (JV) Agreement lead to a similar outcome. According to Section 2.3 of the JV Agreement, Appellant was organized solely to pursue and perform federal contracts in accordance with all applicable SBA regulations (See JV Agreement at 5). Since Appellant no longer has a current MPA, it cannot properly bid on federal contracts. This means that under the terms of its own JV Agreement, there can — by definition — be no enforceable JV agreement that could possibly comply with 13 C.F.R. § 125.8 (b) and (c). Therefore, the members are no longer eligible for any exemption from affiliation, and Appellant is ineligible for the award.

Finally, a joint venture formed under an SBA-approved mentor/protégé relationship must comply with the requirements of 13 C.F.R. § 125.8 (b) and (c) as of the date of the final proposal revisions, as stated in 13 C.F.R. § 121.103(h)(2)(ii). Appellant cannot comply with 13 C.F.R. § 125.8(b) and (c) because neither partner is properly a "protégé" or "mentor" due to the termination of the MPA. Appellant could not possibly satisfy any of the requirements in § 125.8(b) and (c) as of that date without an authorized MPA in existence.

For these reasons, Appellant has not persuasively shown that the Area Office clearly erred in finding Appellant to be other than small for the purposes of the instant procurement. I therefore DENY this appeal and AFFIRM the size determination.

IV. Conclusion

Appellant has not demonstrated clear error of fact or law in the Area Office's size determination. Therefore, I DENY the instant appeal, and the size determination is AFFIRMED. This is the final decision of the Small Business Administration. *See* 13 C.F.R. § 134.316(d).

CHRISTOPHER HOLLEMAN
Administrative Judge