

Service Contract Act

(aka Service Contract Labor Standards (SCLS))



Redstone
Government Consulting

Helping You Navigate the Maze of Government Contracting



Instructors

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Cross-Functional Understanding

HR

Contracts

Finance / Accounting

Bid / Proposal

PMs

Service Employees

Applicability of SCA

Application of the SCA

FAR 52.222-41

All must be true of a contract:

- **Entered into by the United States Federal Government or the District of Columbia**
 - Agencies or instrumentality (i.e., DoD)
 - Wholly owned corporations of the Government (i.e., US Postal Service)
 - Non-appropriated fund activities (i.e., military post exchanges)
- **The principal purpose is to furnish services**
- **Performed in the United States**
 - 50 states
 - District of Columbia
 - US Territories
- **Performed through the use of service employees.**

Application of the SCA

*Don't forget your
GSA Schedules!*

...applies to some nonprofessional services to be provided under this Schedule...

...the offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract...

...Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCLS Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract.

Major Provisions

Major Provisions (service contract > \$2500)

- Wage and Fringe Rates
- Recordkeeping and posting requirements
- Safety & Health

Provisions (service contract < \$2500)

- FLSA minimum wages

How Do You KNOW if SCA is Applicable!

SCA Coverage Determinations – Who Decides?

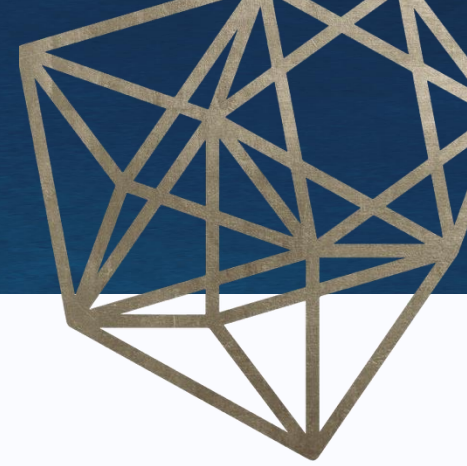
- Contracting agencies have initial responsibility for determining whether SCA applies FAR 52.222-41
 - BUT – the clauses are often omitted.
 - Non-compliance is not excused due to omission of FAR clause – See Innovative Technologies, ASBCA No. 61686, 62185
- DOL has final authority for determination of SCA coverage
- Final rulings may be appealed to the Administrative Review Board (ARB)
- If in doubt – ASK, in writing!

Who is a “Service Employee”?



- The definition of “service employee” includes any employee engaged in performing services on a covered contract other than a bona fide executive, administrative, or professional employee who meets the exemption criteria set forth in 29 CFR Part 541.
- Think “non-exempt employees”
 - Employees who do not meet any of the overtime exemptions under the Fair Labor Standards Act (FLSA)
- Coverage does not depend on contractual relationship – based on duties!
- Independent Contractors

Exempt vs Non-Exempt Employees



- **Non-Exempt employees are entitled to overtime.**
- **Exempt Employees must be paid on a Salary Basis & meet Duties Test**
- **Current Salary threshold for exempt status is \$684/week (\$35,568 annually)***
 - Note that there are different thresholds related to the Computer Exemption
- **There are several different “duties tests” based on the most common exemptions:**
 - Executive Exemption
 - Administrative Exemption
 - Professional Exemption
 - Outside Sales Exemption

****The Salary Threshold increase under the Biden Administration was vacated.***

Independent Contractors



- **Do you have “Independent Contractors”**
 - Make sure you have conducted the analysis to ensure they meet the “tests” to be classified as such.
 - This issue has been going back and forth between Administrations for years
 - The most important factors:
 - Does the worker have the opportunity for profit and loss (more likely if they own their own business)
 - What is the nature and degree of control the “employer” exercises over the work/worker?
 - If you get this wrong and the worker would be properly classified as your employee:
 - If they are “non-exempt,” you have another SCA employee on your hands

What about “administrative positions” that are required for contract performance but do not bill directly to the contract? For example: contracts or office administrator.



The SCA requires that all service employees who are engaged in working on or in connection with the contract, either in performing the specific services called for by its terms or in performing other duties necessary to the performance of the contract shall be considered service employees and paid the prevailing wages, receive H&W, etc.

However, employees who are necessary to the performance of the contract but not directly engaged in performing the specified contract services are not subject to the SCA's minimum wage or fringe benefit requirements.

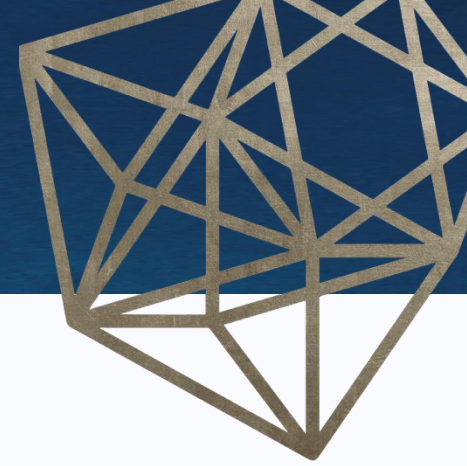
- For example (per DOL) - The billing clerk for a laundry contractor (contracted with a federal assisted living facility) who performs billing work with respect to the items laundered would not be a "service employee."
- But another example from a DOL webinar – An employee who washes laundry for all of the patients at the assisted living facility mentioned above is performing work “in connection” with the SCA contract even though her specific services are not called for directly in the SCA contract itself.

It ultimately depends on if they are performing the specific services called for by the contract's terms or are performing other duties necessary to the performance of the contract. Each must be considered on a case-by-case basis.

Contracts NOT Covered by SCA 29 CFR 4.134

- Contracts for leasing of space
- Contracts for professional services
- Federally-assisted contracts for services entered into by state governments (i.e., Medicaid and Medicare programs)
- Contracts primarily for something other than services (i.e., construction)

SCLS vs Davis Bacon Act



SCLS
Services
(regular and recurring)

DBA
*Construction, alteration,
repair of public building or
works*
(one time fix)

Statutory Exemptions from SCLS



- Contracts for construction, alteration, or repair, including painting, and decorating, of public buildings or public works (these are covered by the Davis-Bacon Act);
- Work required in accordance with the provisions of the Walsh-Healey Public Contracts Act (e.g. manufacturing or supplies);
- Contracts for transporting freight or personnel where published tariff rates are in effect;
- Contracts for furnishing services by radio, telephone, telegraph, or cable companies subject to the Communications Act of 1934;
- Contracts for public utility services (exemption typically for new services or structures);
- Employment contracts providing for direct services to a federal agency by an individual or individuals;
- Contracts for operating postal contract stations for the U.S. Postal Service;

Administrative Limitations, Variations, Tolerations, Exemptions

SCA § 4(b) and 29 CFR 4.123



DOL may provide reasonable limitations, variations, tolerances and exemptions from provisions of the SCA, but only in special circumstances where it is necessary and proper in the public interest or to avoid serious impairment of government business and is in accord with the SCA's remedial purpose to protect prevailing labor standards.

Variance to Prevailing Wage



Workers with disabilities who are employed under certificates issued by Wage and Hour Division -29 CFR 4.6(o)

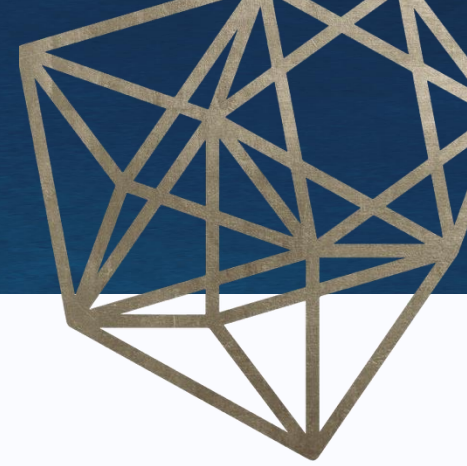
Apprentices - 29 CFR 4.6(p)

Regulatory Exemptions from SCLS



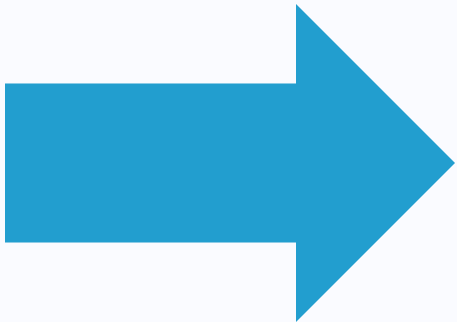
- Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom
- Postal Service mail contracts with owner-operators (i.e., individuals, not partnerships)
- Contracts for the carriage of freight or personnel if such carriage is subject to rates covered by section 10721 of the Interstate Commerce Act
- Certain items for “commercial services”

“Commercial Services” Exemptions



Contracts and subcontract for maintenance, calibration, and repair of:

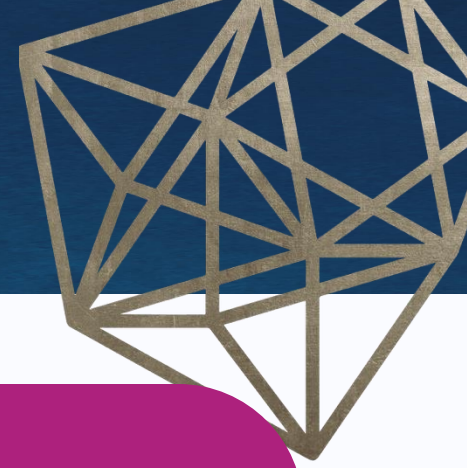
- Automated data processing equipment & office info/word processing systems
- Scientific & medical apparatus or equipment where the application of microelectronic circuitry or other technology of at least a similar sophistication
- Office/business machines where services performed by supplier or manufacturer



IF:

- The items to be serviced under the contract are used regularly for other than Government purposes and are sold or traded by the contractor in substantial quantities to the general public in the course of normal business operations
- The services will be furnished at prices which are, or are based on, established catalog or market prices
- The contractor will use the same compensation (wage and fringe benefits) for all service employees performing work under the contract as the contractor uses for these employees and equivalent employees servicing the same equipment of commercial customers.

“Commercial Services” Exemptions

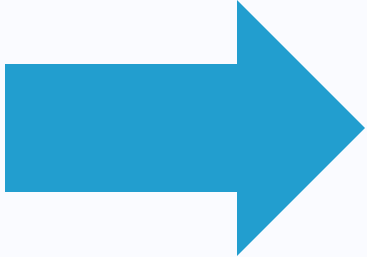


Exemption of these 7 Commercial Services:

- 1 – Maintenance and servicing of motorized vehicles owned by Federal agencies
- 2 – Issuance and servicing of credit, debit, or similar cards by Federal Employees
- 3 - Lodging, meals, and space in hotels/motels for conferences
- 4 – Real estate services
- 5 – Transportation on regularly scheduled routes
- 6 – Relocation Services
- 7 – Maintenance services for all types of equipment obtained from manufacturer or supplier under a “sole source” contract



“Commercial Services” Exemptions (cont’d)



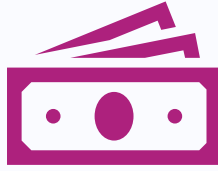
Exemption only if ALL of these criteria are applicable:

- Services offered and sold regularly to non-government customers, and provided by contractor to general public in substantial quantities in course of normal business operations
- Contract awarded on “sole source basis” or on basis of factors in addition to price
- Services furnished at “market” or “catalog” prices
- Employee spends small portion of available hours on government contract
- Employee receives same compensation plan
- Contracting officer and prime contractor certify that criteria can be met and complied with

Wage Determinations

Wage Determinations

Provides the monetary wages and fringe benefits.



Prevailing

- Area-wide/Standard WD
- Non-Standard WD
- Union Dominance WD



4c Collective Bargaining Agreement

Wage Determinations

[SAM.gov](https://sam.gov)

Minimum Rates of Pay

Fringe Benefits

- Health and Welfare
- Vacation vesting requirements
- Holidays
- Sick Leave

Uniform Allowance

Hazard Duty Pay

Use the Correct Wage Determination

Contracting Agency
provides to Prime

Agencies must obtain
new WD at least once
every two years.

New WD may be required each year if:
Contract is subject to annual appropriations.
Annual contract option being exercised.

Most contract extensions, even if shorter than one year, require
a new WD

GSA Schedules – MAS MOD
Annual incorporation of new WDs
MAS Refresh #27 June 2025

Correctly Classify Employees



Employees are classified based on the job descriptions listed in the SCA Directory of Occupations.

**The Directory of
Service Contract Act Occupations**
[SCADirectVers5.pdf \(dol.gov\)](#)

It is ***essential*** that an employer have a solid understanding of the duties in order to appropriately map employees.

Conformance

29 C.F.R. § 4.6(b)(2)

FAR 52.222-41(b)(2)

- Contracting Officer shall require any service employee not listed on WD to be classified by the contractor “so as to provide a reasonable relationship” between the unlisted and the listed classifications
- Initiated prior to performance of contract work
- **Conformance Principles:**
 - Considered when work to be performed is not covered by another WD classification
 - Not used to artificially split or combine classifications listed on the WD
 - Helpers, trainees and occupations below lowest level of classification may not be conformed
 - Leaders conformed when duties are significant enough to distinguish

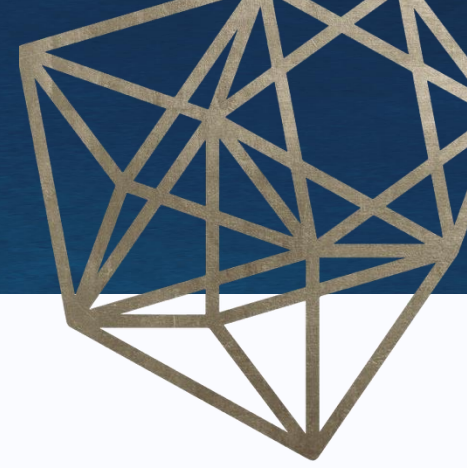
Conformance

29 C.F.R. § 4.6(b)(2)

FAR 52.222-41(b)(2)

- **Contractor may use SF 1444:**
 - Develop a Job Title and describe duties of classification
 - Establish wage and fringe benefits that are reasonable (may use different techniques)
 - Obtain agreement or disagreement from employees or authorized representative
 - Submit to Contracting Officer
- **Contracting Officer submits to DOL Wage & Hour (W&H)**
- **W&H will respond within 30 days of receipt**
- **Index for Previously Conformed Wage Rates**

Dual Work Capacities



If an employee during a workweek works in different capacities in the performance of the contract, the employee must be paid the highest of the wage rates for all hours worked in the workweek unless the employer segregates the hours worked in each capacity and pays accordingly.



However, working in different capacities applies only to work in different job classifications, not levels within the same job classification.

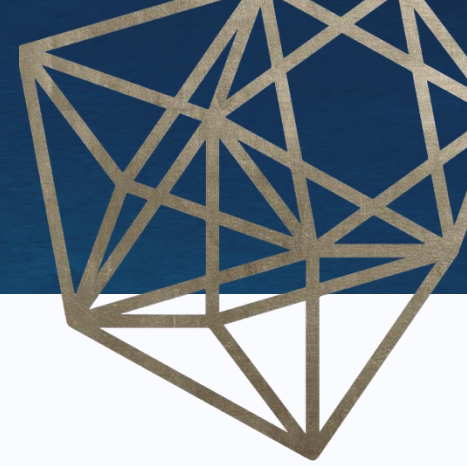
Minimum Wage for Contractors



- On February 12, 2014, President Obama signed Executive Order 13658, “Establishing a Minimum Wage for Contractors,” to raise the minimum wage to \$10.10 for all workers on Federal construction and service contracts.
- Applicable to “new contracts” issued on or after January 1, 2015.
- January 1, 2024, the EO 13658 minimum wage rate will increase to \$12.90 per hour*
- January 1, 2025, the EO 13658 minimum wage rate will increase to \$13.30 per hour*

***Requirements for tipped workers varies.**

Rescinded with EO 14326



EO 14026 Increasing the Minimum Wage for Federal Contractors

On April 27, 2021, President Biden signed an Executive Order requiring federal contractors and subcontractors to pay their employees a minimum of \$15/hour* beginning on January 30, 2022, for new contract solicitations. Covered contracts are principally those subject to SCA and DBA.

By March 30, 2022, all agencies were required to include this increased minimum wage requirement in existing contracts at such time that the parties exercise their option to extend the contracts. (Coverage is triggered by the exercise of an option on or after January 30, 2022.)

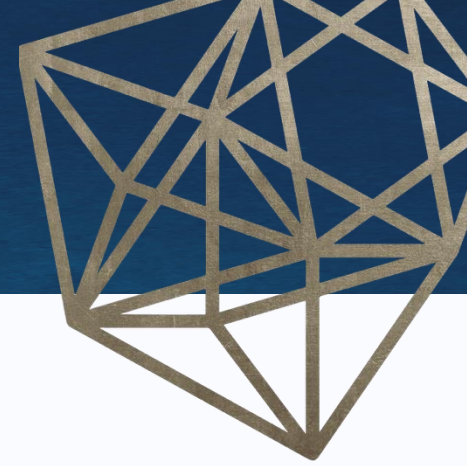
- January 1, 2023: \$16.20* per hour
- January 1, 2024: \$17.20* per hour

Note: Applicable contracts that were entered into, extended, or renewed prior to January 30, 2022, are generally subject to a lower minimum wage rate established by Executive Order 13658, "Establishing a Minimum Wage for Contractors."

***Requirements for tipped workers varies.**



Applicability of EO 13658 and 14026



Applies to four major categories of contractual agreements:

- procurement contracts for construction covered by the Davis-Bacon Act (DBA);
- service contracts covered by the Service Contract Act (SCA);
- concessions contracts, including any concessions contract excluded from the SCA by the Department of Labor's regulations at 29 CFR 4.133(b); and
- contracts in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public.

Note: Based on an order issued by the U.S. Court of Appeals for the Tenth Circuit on February 17, 2022, the minimum wage requirements of the final rule implementing Executive Order 14026 are not currently being enforced as to “contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.”

Applicability (continued)



- **Workers performing on or in connection with covered Federal contracts whose wages are governed by the Fair Labor Standards Act (FLSA), the SCA, or the DBA are generally entitled to receive the Executive Order minimum wage for all time spent performing on or in connection with covered Federal contracts.**
 - employees who are entitled to the FLSA minimum wage;
 - service employees who are entitled to prevailing wages under the SCA; and
 - laborers and mechanics who are entitled to prevailing wages under the DBA.
- **FLSA exempt employees are not entitled to this minimum wage.**
- **FLSA-covered workers performing “in connection with” covered contracts are also excluded from coverage of the Executive Order if they spend less than 20% of their work hours in a particular workweek performing in connection with covered contracts.**

Managing Fringe Benefits

Fringe Benefits



Every covered contract in excess of \$2,500 contains a provision specifying the fringe benefits to be furnished to service employees and must be paid in addition to the minimum wage – these are SEPARATE requirements.

- Health & Welfare
- Vacation vesting requirements
- Holidays
- Sick Leave

SCA makes no distinction, with respect to its wage and fringe benefit provisions, between temporary, part-time, and full-time employees.

- **However, temporary and part-time employees are only entitled to an amount of the fringe benefits specified in an applicable determination which is proportionate to the amount of time spent in covered work.**

Health and Welfare (H&W) Rates

If Executive Order 13706 (Paid Sick Leave) is NOT applicable

July 2025: \$5.55 per hour

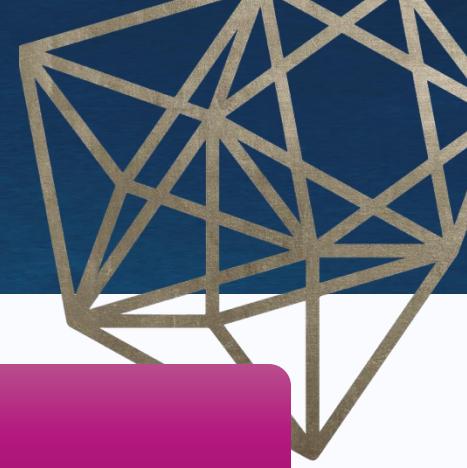
If Hawaii Prepaid Healthcare Act: \$2.42

If Executive Order 13706 (Paid Sick Leave) is applicable

July 2025: \$5.09 per hour

If Hawaii Prepaid Healthcare Act: \$1.96

Calculate Health and Welfare Correctly



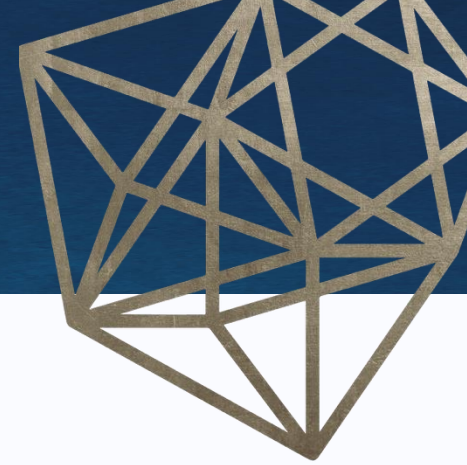
H&W can be comprised of:

- Cost of “bona-fide fringe” benefits
 - Cannot include benefits which are legally required
 - Cannot include vacation, holiday, sick which is required per the WD
- Cash-in-lieu

H&W payments are to be calculated per the “Average Cost” or “Fixed Cost” method as specified by the Wage Determination:

- Odd numbered WDs are Fixed Cost (29 CFR 4.175(a))
- Even numbered WDs are Average Cost (29 CFR 4.175(b))

Bona-Fide Benefits | 29 CFR 4.171



Review the regulations!

- Specified in writing and made pursuant to terms of the plan, fund, program
- Primary purpose is to provide systematically for payment of benefits to employee on account of death, disability, advanced age, retirement, illness, medical expenses, hospitalization, supplemental unemployment benefits, and the like
- Must contain a definite formula for determining the amount to be contributed by the contractor and a definite formula for determining the benefits for each of the employees participating in the plan
- Contractor's contributions must be paid irrevocably to a trustee or third person pursuant to an insurance agreement, trust or other funded arrangement
- ERISA considerations
- Cannot require deductions from wages
- Consideration of unfunded self-insured plans

Unfunded Self-Insured Plans Require Approval



Administrator considers:

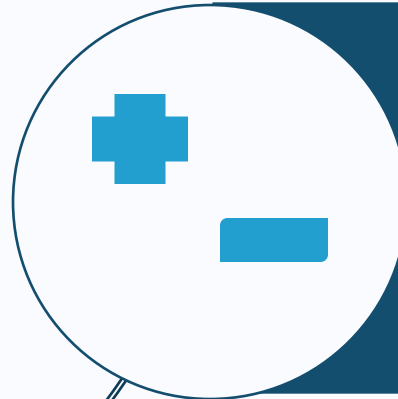
- Whether it could be reasonably anticipated to provide the prescribed benefits
- Whether it represents a legally enforceable commitment to provide such benefits
- Whether it is carried out under a financially responsible program
- Whether the plan has been communicated to employees in writing

H&W Calculations: Odd vs Even



Odd/Fixed Calculation

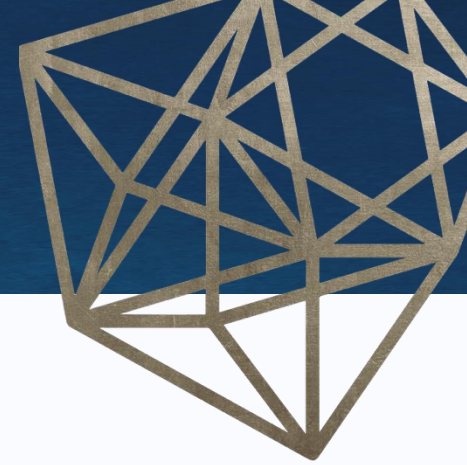
- All hours *paid* up to 40 in a week (2080 annually)
- Calculated per service employee



Even/Average Calculation

- All hours *worked*, no cap
- Calculated on average per all service employees on contract

H&W Example



Wages Due: \$20.00/hour (100% of time worked is under SCA covered contract)
80 hours paid * \$20 = \$1600

H&W: \$5.09/hour for each hour in a paid status up to 40 in a work week

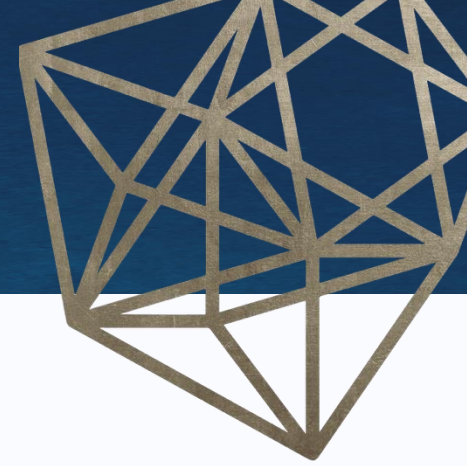
H&W due for pay period:
80 hours paid * \$5.09 = \$407.20

Company's bona fide benefit payments for pay period:

• 401k 4% match this pay period	\$64.00
• Group Life Insurance	\$7.25
• Group STD	\$7.50
• Group LTD	\$12.25
• Medical Insurance	<u>\$150.00</u>
Sum bona fide benefits	\$241.00

Cash-in-lieu (\$407.20 - \$241.00) \$166.20 Must be shown separately on pay statement

Adhere to the Vacation Requirements



- **Vacation is due to the employee in one lump sum on the employee's anniversary date. Must consider:**
 - The total length of time an employee has been in the employer's service, both performing commercial work and performing on the federal contract, and
 - The total length of time an employee has been employed in any capacity in the continuous service of any predecessor contractor(s) who carried out similar contract functions at the same federal facility.
- **In other words, the employee's vacation is VESTED on the employee's anniversary date. Vacation does not accrue.**
- **Vacation must be used or paid out by following anniversary date or termination date, whichever occurs first**
- **Vacation is the responsibility of the contractor employing the service employee on date of anniversary**

Holiday Pay



- An employee's entitlement to holiday pay vests by working in the workweek in which the named holiday occurs or is on paid sick leave or vacation leave.
- Unless there is a provision in the wage determination to the contrary, an employee must receive the holiday fringe benefits even though he/she worked only part of the week in which the holiday occurred.
- An employee need not be paid for a holiday that occurs earlier in the workweek prior to his/her hiring, provided the holiday does not occur during the first week of the contract. A contractor need not provide holiday pay to any employee who does not perform any work in the workweek in which the holiday occurred provided that the employer did not lay off the employee during that workweek to avoid having to pay for the holiday.

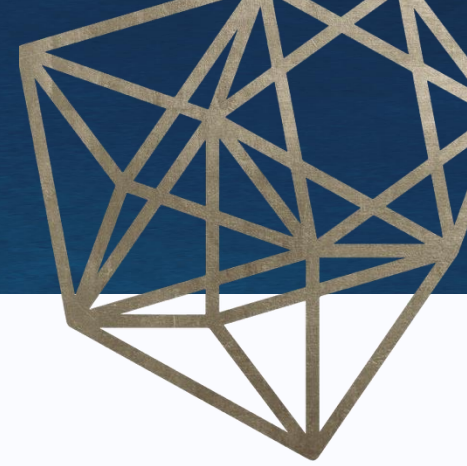
EO 13706 Paid Sick Leave



Applies to “new contracts” issued on or after January 1, 2017, or that are awarded outside the solicitation process

- **Applies to employees performing work covered by contracts governed by SCA & DBA (or other specific types of government contracts), including employees who qualify for an exemption.**
- **Employees earn 1 hour of sick leave for every 30 hours worked, up to 56 hours / year – accrual basis OR all provided in a lump sum at the beginning of each “year”**
- **There are specific provisions on how/when sick leave may be used.**

ACA Considerations



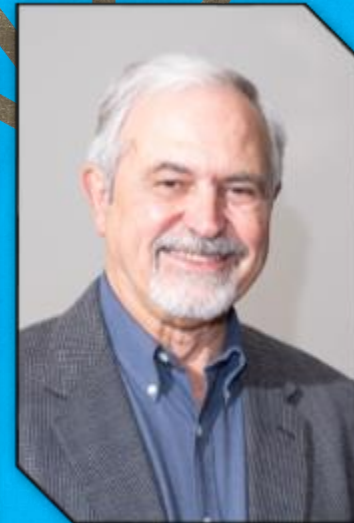
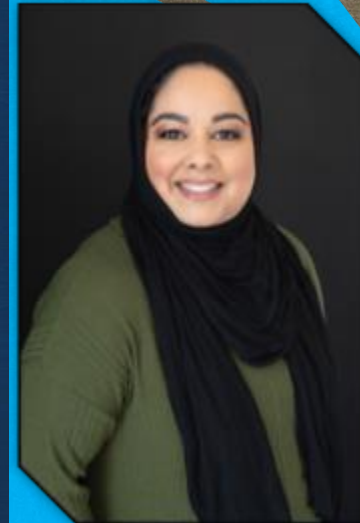
- Offer benefits that are Affordable Care Act (ACA) compliant and meet the SCA definition of a bona fide fringe benefit.
 - Failure to offer an ACA compliant plan that meets minimal essential value or minimal essential coverage could *put the company at risk*.
- The effect of cash in lieu of benefits - does this meet the ACA requirements?
 - Employees can potentially waive benefits to receive the cash in lieu (CIL) and still not have benefit coverage under another qualifying plan.
- **Best practice: obtain waivers (proof of insurance) from employees who waive benefits. Not having a waiver on file could make the employer non-compliant with the ACA mandate.**
 - No documentation = not otherwise covered in the eyes of the IRS, and DOL.
- Work with brokers and other SCA/ACA experts who understand the SCA complexities.

CBAAs and Union Relationships



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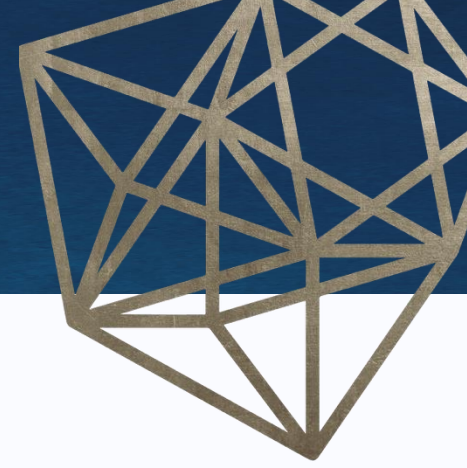


Instructors

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Unions – Pros/Cons



Pros –

- Everything is negotiable
- Higher pay and better benefits
- Structured dispute resolutions
- Economy – wide standards

Cons –

- Master or regional agreements and some of the traps those can include. Potential audit “rope ins”
- Grievances, difficulty of discharge, expensive arbitrations
- Local by Local differences in relationships
- Making routine changes such as time clocks, cameras,
- Using temps or contract labor, per diems
- Sometimes having to hire through the union hall
- Supervisors pitching in, cross utilization, flexibility in scheduling and assignments

Union Relations – Key Points



Cooperation is Critical

Positive, collaborative relationships with union business representatives, internal officers, and stewards help daily operations run more smoothly and reduce the risk of costly disputes. Life works better when there's mutual respect and open communication.

Shared Goals, Clear Boundaries

While cooperation is essential, your primary commitment is to delivering consistent, high-quality, and timely service. Union involvement should not compromise performance standards, business objectives or customer relationships. Balance collaboration with accountability.

Consistency and Fairness Build Trust

Apply policies and practices consistently across union and non-union employees. Fairness and transparency build trust, reduce conflict, and prevent perceptions of bias or favoritism. **Treat unionized employees as integral members of the organization—not a separate group. Recognize contributions, involve them in improvement initiatives, and celebrate shared successes.**

Every Union Is Unique

Union relationships vary by union, individual reps, location, and history. What works in one setting may not work in another. Tailor your approach accordingly, while remaining aligned with company values and policies.

Proactive Communication Prevents Conflict

Engage early and often—don't wait for issues to escalate. Use regular check-ins, joint training, or shared problem-solving sessions to build a collaborative culture.

Know the Contract—and the People

Understand the details of the collective bargaining agreement, but also the people behind it. Strong relationships often yield better results than relying solely on formal language or procedures.

Other Considerations



- **Respect the Grievance Process**
 - Even when you disagree with a grievance, treat the process—and the people involved—with professionalism and respect. Timely, fair responses help maintain credibility and show that the company values employee concerns.
- **Train Leaders and Supervisors**
 - Ensure frontline leaders understand the union contract, labor law basics, and effective communication strategies. Many workplace conflicts arise from misunderstandings that can be prevented through proactive education and coaching.
- **Document Interactions Thoroughly and Thoughtfully**
 - Maintain clear, factual records of key discussions and decisions involving union matters. Good documentation supports transparency, helps track commitments, and protects both parties if disputes arise.

Does a CBA Incorporated into a Prime Contract Flow Down to Subcontractors?



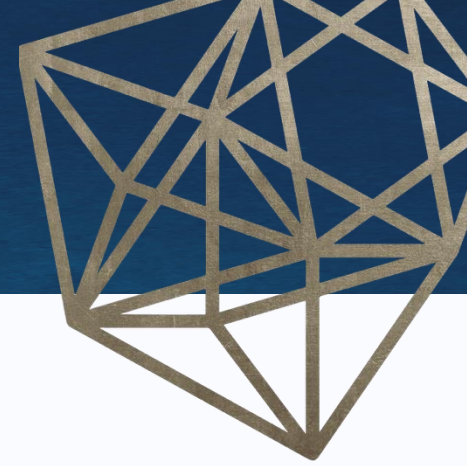
- **Not automatically—but there are situations where the terms must or effectively do flow down to subcontractors, especially in government contracts governed by the Service Contract Act (SCA) but does not always mean the CBA does.**
- **If the Prime Contract Is Under the Service Contract Act (SCA):**
 - If the CBA sets wages or benefits higher than the SCA wage determination, subcontractors may be bound to those rates if specified in the prime contract or under successorship rules (29 CFR § 4.1b).
- **If the Contract Is Outside the SCA the CBA does not automatically bind subcontractors unless:**
 - The prime contract explicitly requires the subcontractor to follow the CBA terms, or adopt a project labor agreement.
 - The subcontractor is a "successor" (i.e., hires a majority of its workforce from the unionized employees doing the same work, triggering successorship obligations).

General Rules When Taking Over with an Existing CBA



- **Successorship and Collective Bargaining Agreements**
 - When you take over a government contract, you are required to recognize and bargain with the union representing the workers if you hire a majority of the predecessor's employees. NLRA s.8(a)(5)
 - You can accept the existing CBA (bridge) or negotiate a new one. In the interim, you must follow the status quo until negotiating a new agreement or impasse. Cannot unilaterally change any mandatory subjects of bargaining, such as pay, benefits, term and conditions of employment. NLRA s.8(a)(5), 8(d)
- **Displacement and Hiring Rights**
 - You are generally required to offer jobs to employees of the outgoing contractor before hiring new staff (other than managers/supervisors) unless there are valid business reasons not to do so. E.g., poor performance, misconduct. Service Contract Act, 41 U.S.C. §6701 et seq.; Executive Order 14055 (2021); 29 C.F.R. Part 9
- **Labor Peace and Strike Considerations**
 - If the transition is not handled properly, disputes can arise, leading to grievances or even work stoppages. Also, unfair labor practice charges against either or both contractors. NLRA s.7, 8(a)(5).

Taking Over Payroll and Benefits – Departing Contractor's Responsibilities



- **Final Payroll & Wage Compliance**

- Must issue final paychecks per federal, state, and local laws
- Ensure that employees are paid all wages earned, including overtime
- FLSA, 29 USC s.201 et seq.: State and local laws

- **Vacation & Sick Leave Payout**

- Absent contrary provisions in state law, employer policy, or a CBA, unused vacation is often required to be paid out at termination, while unused sick leave typically is not.

- **Severance or Transition Notices**

- Federal WARN Act (29 U.S.C. §§2101–2109) requires employers with 100+employees provide 60 days' advance written notice of a “plant closing” or “mass layoff,” generally defined as: 50+ employees laid off at a single site of employment in certain circumstances
- Some states (e.g., California, New York, Illinois) have “mini-WARN” laws with broader coverage (e.g., lower thresholds, longer notice).
- A CBA may require additional or different notice of layoffs, displacement, or subcontracting.

- **Benefits & Retirement Plans**

- Typically, benefits like health insurance and 401(k) stop upon termination of employment, but COBRA may allow employees to continue health coverage at their own expense.
- If the contractor has a pension or retirement plan, payout or rollover options should be communicated to employees.

- **Cooperation with the New Contractor**

- Under Executive Order 14055 and 29 C.F.R. Part 9, the predecessor contractor must, within 30 days before contract completion, provide the contracting agency with a list of “service employees” working under the contract (including seniority, hire date). This list must be provided to the incoming contractor, who then uses it to make offers of employment to those employees.

Executive Orders 14151 & 14173 (Jan 2025) - Termination of Federal DEI Programs and Affirmative Action Mandates



- **EO 14151 – “Ending Radical And Wasteful Government DEI Programs And Preferencing” (Jan 20, 2025)**
 - **Terminates all DEI/DEIA initiatives** in federal agencies
 - Includes offices, roles (e.g., Chief Diversity Officer), grants, contracts, and DEI-linked performance requirements
 - **Mandates removal** of DEI language from grant/contract procedures **within 60 days**
- **EO 14173 – “Ending Illegal Discrimination and Restoring Merit-Based Opportunity” (Jan 21, 2025)**
 - **Revokes EO 11246** and related affirmative-action mandates
 - **OFCCP loses regulatory authority** over DEI enforcement
 - Requires contractors/grantees to **certify** they do not maintain DEI programs that violate federal law
 - **Certification deemed material** to payment — raises risk of **False Claims Act (FCA) liability**
- **Broader Impact**
 - Centralizes anti-discrimination enforcement under **Dept. of Labor policy office**
 - Enforcement blocked in select cases (e.g., Chicago Women in Trades, SF schools), but **litigation ongoing**
- **Implications for Contractors & Grantees**
 - Eliminate DEI offices, positions, and funding
 - Remove affirmative-action language and practices
 - Certify compliance or face **contract termination** or **FCA exposure**

Taking Over a New Site - New Contractor's Responsibilities



- **Hiring and Transition of Employees**

- If a CBA is in place or the contract falls under **Executive Order 14055 and 29 CFR Part 9**, the new contractor may need to offer jobs to the predecessor's employees.
- If hiring **more than 50% of the bargaining unit workforce**, the new contractor may be considered a **successor employer** and may have union bargaining obligations

- **Wages & Benefits Compliance**

- Must comply with the **SCA wage determination** or honor wages/fringe benefits **in the prior CBA** unless new terms are negotiated.
- If a new CBA is to be established, must engage in bargaining with the union.

- **Vacation, Sick Leave, & Seniority Considerations**

- If required by the SCA or CBA, accrued vacation may carry over, or employees may receive credit for prior service when accruing benefits. They should have been paid any remaining vacation and sick by former contractor, How will you proceed for remainder of year? We need to know status before we start.
- Compliance with federal, state, or local sick leave laws.

- **Employee Communications & Onboarding**

- Provide clarity on employment terms, benefits, and any changes from the previous employer. Status of remaining vacation and SL
- If benefits change, employees may need to transition to a new health plan or retirement plan.

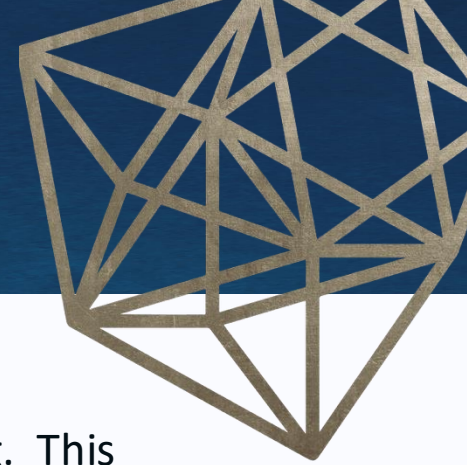
CBA Terms and Conditions



Understanding and using the CBA correctly helps you stay compliant, avoid problems, and work better with union employees.

- Every CBA is different and some also incorporate the terms of master or area agreements – these significantly alter terms on wages, staffing, grievance procedures, or benefits.
- Do not rely solely on the base CBA. Be sure to review any Amendments, Side Letter Agreements, Memorandums of Understanding (MOUs), any referenced master or area agreements and applicable state and federal labor laws
- Leadership should read the applicable CBA and all related documents in their entirety – do not assume unclear language.
- When in doubt, reach out to your specialists. Do not risk a mistaken interpretation that could be a costly.

Rules Of Interpretation



- **Prior Rulings** by courts or arbitrators
- **Plain Meaning:** Analyze the precise language used in the agreement to determine its meaning. This involves interpreting the words in their ordinary sense unless the context suggests otherwise.
- **Context:** the agreement is read as significantly whole, considering the relationship between clauses and sections to discern the parties intentions. Marginal notes, heading, and preambles may also aid in interpretation.
- **Purpose:** Consideration of the intended purpose of the provision.
- **Implied Terms:** In some cases, arbitrators imply terms into the agreement, especially when dealing with managerial functions or working conditions.
- **Duty of Fairness:** Employers are expected to exercise managerial authority in good faith, fairly, and reasonably, even in the absence of explicit language.
- **Ambiguity and Past Practice:** Evidence of past practices and negotiating history may be consulted to clarify ambiguous language.
- **Estoppel:** a party's past conduct or representations may prevent it from enforcing strict rights under the agreement if the other party relied on that conduct to its detriment.

Consistent Application



- Leaders must be sure to follow the CBA and approved practices consistently.
- Exceptions can create new precedents that may be held against the company.
- Discuss all deviations with your HR and Labor specialists.

Common Issues: Company Responsibilities When A New Hire Comes In



When hiring into a union-represented position, the company has specific responsibilities under the Collective Bargaining Agreement (CBA) and applicable labor laws. Failing to meet these obligations can result in grievances, penalties, or loss of trust with the union.

- **Review the CBA and follow required steps – for example: Are there probationary periods? How are initiation fees or dues collected? How is the union notified? Are employees placed under the correct classification and pay rate?**
 - **If the CBA does not specify the exact steps for dues deductions and other payroll authorizations – the company is ultimately responsible.**
 - Obtain authorized employee forms for union dues and other deductions
 - Set up accurate payroll deductions in a timely manner
 - Work with payroll to ensure the employee is enrolled in benefits specified in the CBA, as well as union-managed benefits programs (pension, health and welfare fund allocations, etc.)
 - **Inform the employee during onboarding if their position is union-represented.**
Provide clear guidance on:
 - Union membership or agency fee obligations (as applicable under state law)
 - When deductions will begin
 - Who to contact for union-related benefits or questions

Common Issues: Disciplinary Process



Union-represented employees are subject to the same performance and conduct standards as all employees. However, disciplinary action must be handled carefully, in compliance with the Collective Bargaining Agreement (CBA) and applicable labor laws. Mishandling the process can lead to grievances, arbitration, or legal liability.

- **Employees must be held accountable for their actions. Failure to do so can work against the company and create bad precedent .**
- **All union employees must be allowed union representation if any meeting with the employee could potentially result in disciplinary action. Failure to do so can be costly. Best practice is to remind employee of that right and document any rejection of representation.**
- **All disciplinary actions involving verbal and written warnings, suspensions, or terminations should first be reviewed by HR/Labor.**
 - No such thing as emergency termination. Use Admin Leave if necessary to remove employee from the building
 - Ensure that all warning and termination provisions of the CBA are strictly adhered to.
- **Contact HR- They will assist you in making sure all warnings and disciplinary actions are well-documented and can withstand legal scrutiny**
- **Power of Documentation**
 - People lie, memories fade
 - Document non-serious violations
 - Document investigations
 - Document employee complaints

Common Issues: Avoiding Grievances



Managing union-represented employees requires consistency, transparency, and strict adherence to the Collective Bargaining Agreement (CBA). Missteps—even unintentional—can have costly consequences. Keep the following best practices in mind:

- Follow the Contract. If not clear, get help with interpretation
- Make job expectations clear and follow up regularly to answer question and provide guidance
- Don't make exceptions without discussing with HR
- When in doubt about an issue, don't guess. Get help
- Don't make radical changes without discussing with HR
- Many potential issues can be talked about with the union rep in advance and conflicts avoided. Be sure to document all agreements and understandings
- Strictly follow job posting, promotion and other vacancy provisions in the CBA. No "side deals" with employees. Follow the process.
- Document, Document, Document
- *If a grievance is received, notify HR immediately so that timelines can be adhered to, reviews conducted, evidence preserved and responses prepared. Don't assume they we resent a copy!*

Grievances are:

- Opportunity to reexamine an issue/action
- Expensive
- Divisive
- Can lead to more expensive arbitrations*Unpredictable results

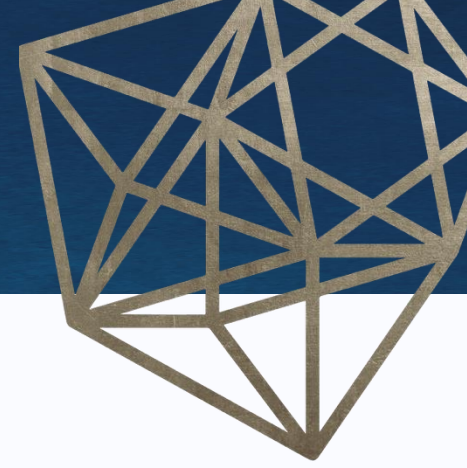
Common Issues: Vacation/Sick/Floating Holiday/Leave Terms



Managing time off requests and leave requires a solid understanding of the Collective Bargaining Agreement (CBA), as well as applicable state and federal laws. Errors in leave handling can lead to contract violations, compliance issues, or employee dissatisfaction.

- Each CBA handles leave differently—review the specific provisions related to sick time, vacation, floating holidays, and other leave types.
- Seek HR guidance whenever you're unsure how to apply a leave provision.
- State and federal laws (e.g., FMLA, ADA, state sick leave laws) may impact leave decisions and override contract provisions.
- Ensure all leave is coded correctly in your timekeeping system.
- Confirm that employees have available accrued time before approving vacation or paid leave.
- Return-to-work from extended or protected leave must be handled carefully.
- Work with HR to ensure compliance with medical clearance, modified duty, or accommodation requirements.

Questions?



- **No bad questions!**
- **Other issues that occur at your place?**
- **Seek help whenever needed.**
- **No bad guesses**
- **Work with HR and the union to keep small problems from becoming big ones.**
- **Own Your CBA!**

Pricing Considerations

Pricing and Adjustments

Proposal Phase

- Minimum rates of pay
- Fringe Benefits
 - Health & Welfare
 - Vacation vesting requirements
 - Holidays
 - Sick Leave
- Uniform allowance
- Hazard duty pay
- Other Collective Bargaining Agreements (CBA) requirements

Intersection with Collective Bargaining Agreements

Section 4(c) of the SCA

Proposal pricing

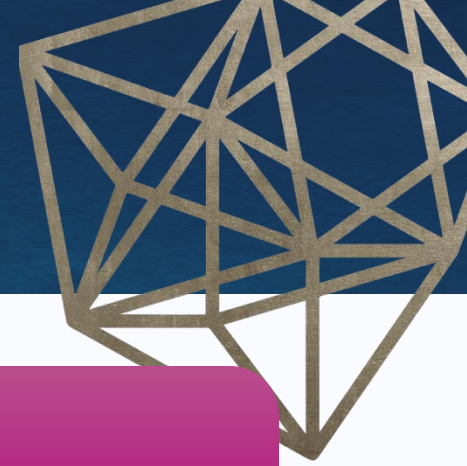
- Base year
- “Predecessor”

Pricing and Adjustments

Price Adjustment

- If FFP, FAR 52.222-43/44 Fair Labor Standards Act and Service Contract Labor Standards –Price Adjustment.
- Gives right to adjustment due to WD change if:
 - Request is made within 30 days of the new WD being issued
 - No escalation was included for Option Years
- Can include increases/decreases in wages and fringe along with accompanying increase/decrease in social security tax, unemployment taxes and workers' comp premiums.
- CANNOT include G&A, overhead or profit.

Timing is Critical with CBA and SCA Price Adjustment (FAR 52.222-43)



CBA needs to be “current” at beginning of Option Year

Notice of Government to Contractor

Timely Notice of Contractor/Union to Contracting Agency

Timeline of Successful Price Adjustment (CBA)

*

- CBA has been reviewed and negotiations are final or in process
 - Consider timing of execution and impending changes to pay, etc.

*

- Agency notice to Contractor and CBA
 - FAR Clause 52.217-9 Option to Extend the Term of the Contract
 - FAR § 22.1010 Notification to interested parties under collective bargaining agreements

*

- Review Contract
 - FAR applicability?
 - Dates of Option Year (OY)

Timeline of Successful Price Adjustment (CBA) (cont.)



- Timely submission of CBA to Contracting Agency



- Modification of contract/Incorporation of CBA as “new WD”
 - Must they accept the CBA?
 - Notify agency within 30 days that you will seek a Price Adjustment per FAR 52.222-43

Pricing and Adjustments

Request for Equitable Adjustment

- For situations which are not covered by the Price Adjustment Clause, there may be entitlement to a REA via “constructive change” or “changes clause”
 - Not easy to get
 - Can include G&A, Overhead, Profit, Costs associated with calculations

Impact on Fringe Pools



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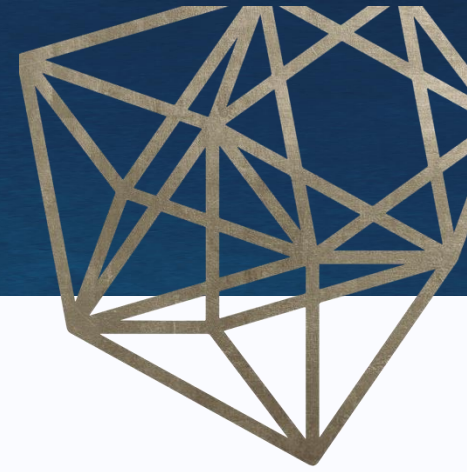


Instructors

Jonas Clem

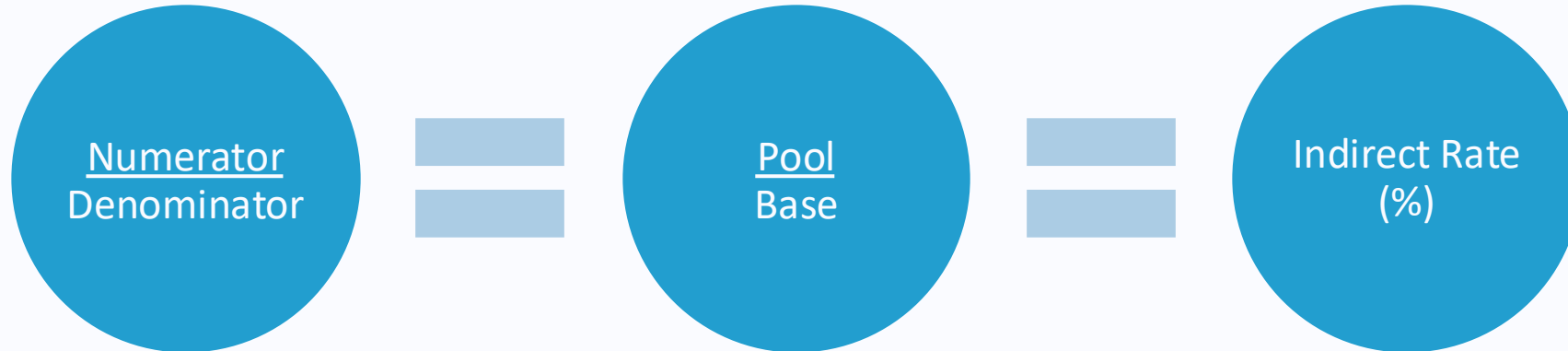
Mary Beth Jackson

Indirect Costs



Fundamental cost accounting guidelines in FAR 31.203 - two parts to **indirect cost allocation process**:

- **Indirect cost pools:** cost accumulated in “logical cost groupings” (individual indirect cost centers), so as to permit distribution to cost objectives included in an allocation base.
- **Allocation base:** should have causal/beneficial relationship to indirect cost allocated from indirect cost pool.



Direct and Indirect Costs

Why are indirect rates so important?

- Your Customer's window into your organization.
- Represent the total cost of doing business (total cost absorption)...every dollar is assigned somewhere, but your company's ability to recover (bill) for the cost is dependent on your rates.
- Drive profitability and cost performance of government projects.
- Represents the collection of the most controllable elements of cost within an organization.
- There is a direct correlation between the success of an organization and their ability to "manage to their indirect rates."

Indirect Costs

When determining groupings of “pools”, use CAS 418 as a secondary resource for establishing components of pool.

- Pool must be “homogeneous”--Items, costs, functions, of same or similar nature; homogeneity requirement met if:
 - Significant activities whose costs included in pool have same or similar beneficial/causal relationship to cost objectives, as the other significant activities whose costs are included in the cost pool, or;
 - There is an immaterial effect on allocation to contracts of costs are not necessarily “homogeneous”.
- To determine if costs are “homogeneous”, look at activities behind the costs, not just the costs, and the relationship of those activities to the allocation base.

Indirect Cost Center Allocation Bases

Allocation base selected for identification of indirect costs by contract should:

- Have causal/beneficial relationship to indirect cost pool.
- Produce assignment of indirect costs to contracts in reasonable proportion to benefits received from that indirect cost center.

Examples:

- **Fringe Benefits Pool:** Allocation base of total labor dollars because of relationship between payroll related fringe benefits costs to labor dollars.

Fringe Pool Options

- Government auditors can't tell a contractor how many cost pools to have. The contractor decides that. The only caveat to that is the G&A pool. Contractors are only allowed a single G&A pool per entity. Auditors can tell you that the costs in those pools must be allowable, allocable and reasonable.
- Many contractors have multiple overhead pools for different lines of business whether separated customer site versus contractor site or Army business versus NASA business. Multiple overhead pools are normal.
- What about fringe pools? What are your options for fringe pools?
- Many contractors also have multiple fringe pools based out of necessity. Many contracts that have employees working outside of the United States have very special benefit requirements. Service Contract Act and Collective Bargaining can also require separate pools.
- Contractors can't allocate indirect pool costs across a base that receives no benefit from those costs.
- Do more cost pools equal better?

Fringe Pool Options

- **Single Fringe Pool: Can you make the pool “homogeneous” by including regular fringe benefits and SCA required benefits?**
 - How can this be done?
 - Do regular company benefits meet or exceed SCA requirements?
 - Administrative burden worth it?
- **Separate Fringe Pools: Regular benefits versus SCA benefits**
 - Cleaner option?
 - Easier to administer option?
 - Only option in some cases?

Fringe Benefits

- The Company is bidding on a contract with the following types of labor:
 - 25 employees who will perform engineering management type work and be considered “exempt”
 - 50 employees who will fall under the Service Contract Act (SCA)
 - 25 who will fall under the Collective Bargaining Agreement (CBA)
- **QUESTION: *What are fringe pool options?***

Recordkeeping and Enforcement

Who Is Liable for Compliance?

Ultimately, the Prime Contractor!

- **Flowdown Clauses:** The prime contractor must include SCA clauses in subcontracts, ensuring that subcontractors are aware of and comply with the SCA's labor requirements. This is what is referred to as the "flowdown" of obligations from the prime contractor to the subcontractor.
- **Liability:** If a subcontractor fails to comply with the SCA, the prime contractor can be held accountable for the subcontractor's noncompliance. Similarly, the subcontractor can be held accountable for their own actions.
- **Subcontractor Management Plan / Audit**
- **Consider a stand-alone Subcontractor Compliance Statement for all tier contractors:**

The subcontractor agrees to comply with the Service Contract Act and all related labor standards provisions. This includes paying all service employees at least the prevailing wage rates determined by the U.S. Department of Labor, as well as the applicable H&W and all required fringe benefits, maintaining all required records, and complying with any DOL record requests. Subcontractor acknowledges that non-compliance may result in withheld payments or termination of this agreement. To ensure compliance, Subcontractor agrees to engage in the following compliance actions: [list components of compliance plan and potentially add special indemnity clause, referencing surety obligations]

Recordkeeping Requirements



- **Basic records such as name, address, and social security number of each employee must be maintained for three years from completion of the work**
- **In addition, the following records must also be maintained for 3 years post contract:**
 - The number of daily and weekly hours worked by each employee – ensure you are tracking hours separately for work performed on a covered contract and work that is unrelated
 - The correct work classification/ SCA category for all compensable hours worked
 - The wage rate(s) paid for all compensable hours
 - The fringe benefits provided (or cash equivalent payments provided in lieu of fringe benefits which must be separated clearly on the check stub/payment record)
 - The total daily and weekly compensation of each service “employee”
 - Any deductions, rebates, or refunds from each of the employee’s compensation
 - Any list of a predecessor contractor’s employees which had been furnished showing employee’s length of service information
 - A list of wages and fringe benefits for those classes of workers conformed to the wage determination attached to the contract
- **Posting and Notice Requirements**

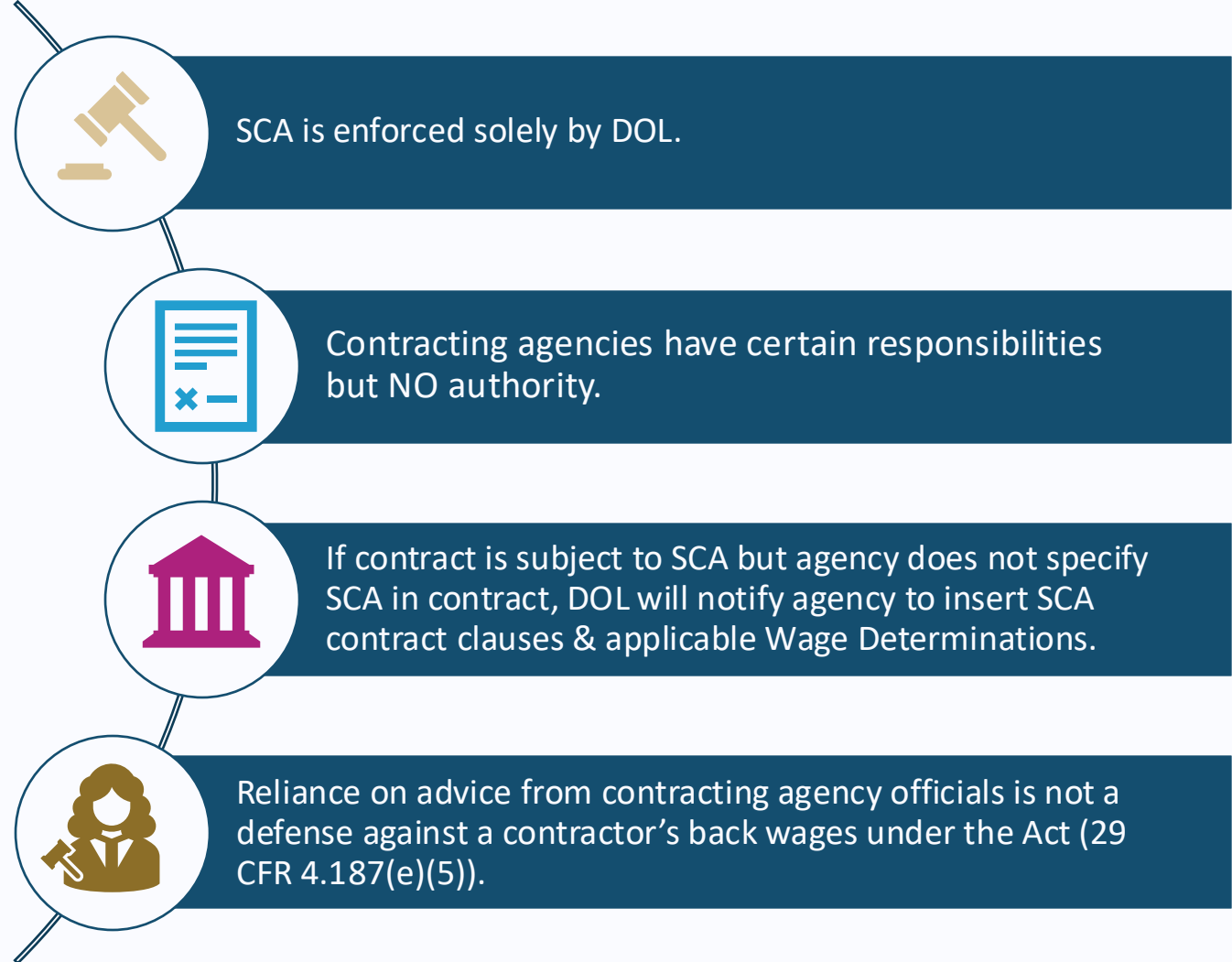
Recordkeeping



- SCA requires specific records to be maintained; however, the way in which you maintain the records is discretionary and varies by contractor, dependent upon internal processes and systems.
- You do need to maintain records in a fashion that will provide for proof of compliance with the minimum pay requirements, Health and Welfare, Vacation, Holiday and Sick Leave (and uniform allowance, if applicable).

“The failure of a contractor to make the required records available to a WHI may result in the suspension of contract payments until such violations cease. Contractors must also permit the WHI to conduct employee interviews at the worksite during normal working hours.” See 29 CFR 4.6(g).”

Enforcement



How is a DOL Investigation Initiated?

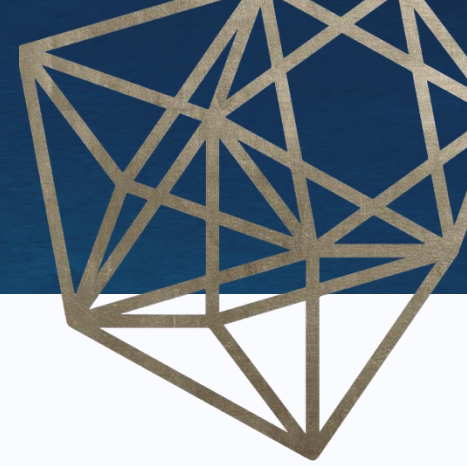
- Typically begins with a call and/or letter from DOL Investigator. They can just show up – but this is rare.
- All complaints are confidential and DOL will not disclose the reason for the investigation.
- Most Wage and Hour investigations arise due to an employee (or former employee) complaint.
- However, some investigations are chosen by DOL's WH division based upon specific geographic areas, high rates of violations, employment of vulnerable workers or based on other priorities of DOL.
- Even others arise due to unusual circumstances.

DOL Wage and Hour Investigative Process



- **Letter notifying contractor/employer of investigation**
- **Request for documents**
- **Onsite review:**
 - Entrance conference
 - Interviews – during or after the “on-site”
 - Additional request for documents to be provided prior to onsite
 - Discussions/negotiations of any findings, calculation of possible back wages
 - Closing conference
- **Possible outcomes:**
 - Finding of compliance
 - Back wages
 - Liquidated (double) damages were common – this is changing
 - SCA provides authority to withhold contract funds, terminate contract, and possible debarment from future government contracts

Additional Outcomes Under the SCA



- **The SCA provides authority to:**
 - Withhold contract funds
 - Reimburse underpaid employees – not just back wages but also H&W and other benefits due
 - Terminate the contract
 - Hold the contractor liable for associated costs to the government
 - Suspend or debar from future government contracts for a period of three years any persons or firms who have violated the SCA

Self-Audit

How will you efficiently prove compliance?

- **Consider duties – have they changed and does this impact LCAT?**
 - “Creep” in scope?
 - Don’t forget those classified as FLSA Exempt – is this accurate?
- **Check WDs to ensure using the correct one for each contract**
- **Verify minimum wages are met**
- **Check H&W calculations**
- **Review Vacation, Sick, Holiday requirement**
- **Review notices, policies, and practices for accuracy**

Considerations at Contract Win/Transition

- Provide or receive list of incumbent service employees with contract anniversary dates
- Nondisplacement of Qualified Workers – Revoked by President Trump
- Posters and Notices
- Review WDs for accurate revision date and locality
- Appropriate tracking mechanism for
 - Assess H&W requirements and bona fide benefits
 - Administration of Vacation, Sick and Holiday
- Revise or enhance Handbook/Policies, as needed
- Educate managers
- Plan for effective communication with service employees!

Cross-Functional Buy-In and Participation

Bid / Proposal

Contracts

Human Resources

Finance / Accounting

Project and People Managers

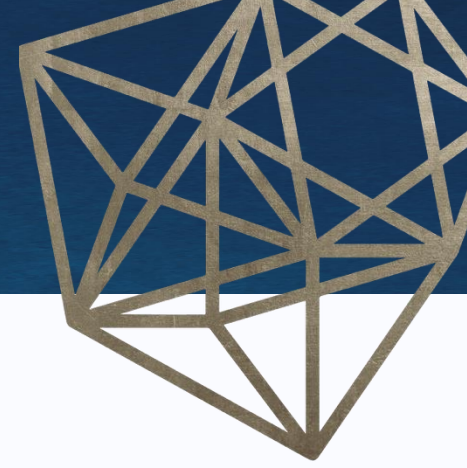
Service Employees

Bid / Proposal



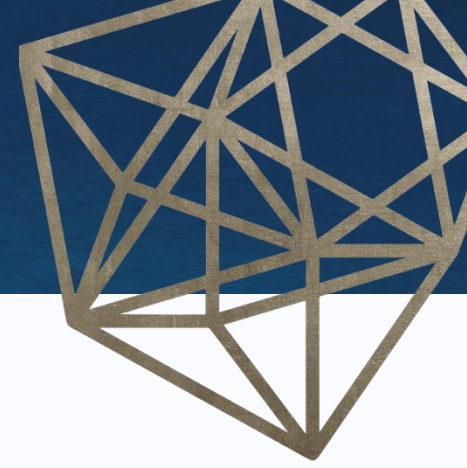
- Establish procedures to accurately capture projected costs and streamline the proposal process
- Prepare proposal in line with SCA requirements
- Understand SCA-covered categories and SCA labor category mapping
- Develop price proposal in sight of SCA wage and benefit minimums
- Carefully craft bids and proposals to incorporate flexibility should WDs be revised

Contracts



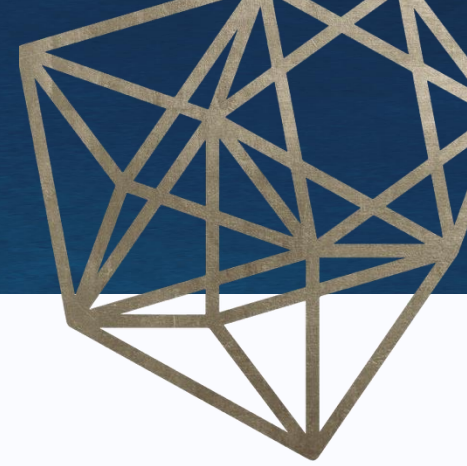
- Review contract documentation for references to SCA and applicable WDs
- Confirm SCA applicability and review potential exemptions
- Note SCA-covered contracts in database
- Communicate importance of SCA compliance across departments
- Maintain contract documentation for at least 3 years after work has been completed
- Flow down clauses to subs – know when to expect from prime

Human Resources



- Identify SCA employees during onboarding
- Train corporate and local managers
- Review benefit plans for “bona fide” benefits
- Gather and organize employee information (service dates, benefits)
- Resolve wage and benefit complaints across departments
- POC for predecessor and successor
- Ensure required postings are displayed

Finance / Accounting



- **Cross-check systems to confirm that WD information is accurate**
- **Efficiently administer timekeeping system to ensure time is tracked correctly**
- **Complete payroll timely**
- **Oversee Requests for Equitable Adjustments (REAs) and submit to contracting offers as needed**
- **Keep detailed documentation of all finance/accounting functions**

Project & People Managers (PMs)



- **Consider SCA when making staffing decisions**
- **Notify SCA employees of SCA coverage and applicable WDs – communicate changes as they occur**
- **Ensure that project employees are charging time correctly**
- **Keep employees and other departments aware of contract changes, especially related to SCA**

Questions and Discussion



Comprehensive Solutions for Government Contractors

From Pre-Audit to Post-Contract Closeout—We Provide Expert Guidance Every Step of the Way

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- Internal Investigations & Audit Support
- CAS Compliance
- FAR Compliance
- Incurred Cost Proposal Support
- SCA Compliance
- OFCCP Compliance
- Policy & Procedure Development

Business System Compliance

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- Estimating System
- Material Management & Accounting System
- Earned Value Management Systems
- Contractor Purchasing System Review
- Government Property Management System

Outsourced Support Services

- Accounting
- Human Resources
- Contracts & Subcontracts Administration
- Grants & Cooperative Agreements
- Organizational Change Management
- Manufacturing Operations
- ITAR/EAR Compliance Support

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- Proposal Pricing & Cost Volume Support
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- Program Cost Control & Program Management
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About Redstone Government Consulting, Inc.

Who Are We?

- **GovCon Industry Experts** – CPAs, attorneys, and retired government audit and acquisition professionals
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- **Dedicated to Government Contractors** – Helping businesses navigate complex compliance requirements

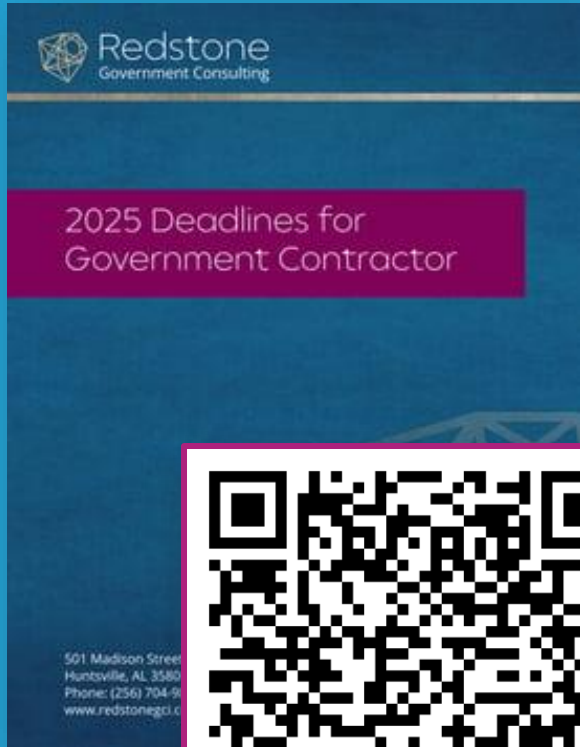
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- **GovCon Compliance** – FAR/CAS Compliance, Audit Support, SCA Compliance and DCAA/DCMA-Approved Systems
- **Outsourced Services** – Accounting, Human Resources, and Contract/Subcontract Support
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2025 Critical Deadlines for Government Contractors

This guide provides you with all of the essential information and dates you need to know, including:

- Important deadlines for your internal departments
 - Accounting,
 - Human Resources,
 - Contracts & Subcontracts, and
 - Government Compliance
- Contract performance and delivery deadlines
- Deadlines for reporting and compliance requirements
- Deadlines for audits and reviews



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