Redstone Government Consulting

Government Contract INSIGHTS

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As 2020 ended, we sadly said goodbye to Mike Steen, who decided to retire after a long career with DCAA and Redstone Government Consulting. Mike was the primary author of this newsletter for the last 13 years and his retirement leaves some big shoes to fill. Mike is also one of the reasons I came to work for Redstone GCI when my career with DCAA ended. I know I speak for everyone at Redstone GCI when I say, "Thank you Mike for making our newsletter a success." Although there is no way I can replace Mike and his talent and expertise, I will do my best to maintain the high standard Mike established.

By way of a brief introduction, my name is Bob Eldridge. I had a wonderful career with DCAA for over 32 years, retiring from a Regional Audit Manager position at the end of 2013. For the past seven years I have been a Director here at Redstone GCI. I have had the opportunity to work with both large and small businesses on both sides of the table; however, until I came to Redstone GCI, I did not realize how difficult it is for a small business to contract with the U.S. government. Based on that experience, I wanted to focus this newsletter on some of the issues that I think place an unnecessary hardship on small business government contractors.

Crushing the Little Guy – Unnecessary Small Business Government Contracting Obstacles

By Robert L. Eldridge, Director

As every small government contractor is no doubt aware, contracting with the government is not the same as commercial contracting (although in many cases it should be) and wading through the regulatory environment can be extremely difficult. Contracting with the government involves tens of thousands of pages of regulatory and implementation

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guidance from multiple government agencies that is not always consistent or consistently applied. These problems are compounded by a government bureaucracy that makes it extremely difficult to even know where, in the government, the responsibility lies to get an answer. Just trying to understand the government acronyms is daunting enough!

Unfortunately, despite equal access to justice rules, etc., small businesses generally do not have the resources to fight some of these issues. Redstone GCI can help clients fight some of these issues, but again, resource constraints do not make that a viable option for many small businesses. Unfortunately, the only way some of these issues are going to change is if they are either taken to court (which can be very expensive) or if Congress takes action to address the issues through legislation.

Just a note. I am not a conspiracy theorist and, despite the title of this article and issues discussed below, I don't believe there is some grand intentional effort by any government agency to take advantage of small businesses. Nevertheless, in my opinion, the consequences, even if unintended, of some regulatory guidance and/or the way the guidance is being enforced or implemented is unnecessarily punitive to small businesses including:

- PPP Loan Forgiveness Credits
- DCAA Executive Compensation Reviews
- DCAA Application of DFARS Business System Rules
- Eligibility Requirements for the DCAA Low-Risk Incurred Cost Audit Universe
- Application of FAR Part 12 Acquisition of Commercial Items
- No FAR for Small Businesses

PPP Loan Forgiveness Credits

Current Defense Pricing and Contracting (DPC) and the Defense Contract Audit Agency (DCAA) related to PPP Loan Forgiveness results in small businesses with government flexibly priced contracts losing the benefits of the PPP Loan program that are available to every other small business. Examples include:

- Improper application of FAR 31.201-5, Credits provisions to PPP Loan Forgiveness.
- Allocation of PPP Loan Forgiveness Related Credits based on Total PPP Loan Proceeds Expenditure.
- Inconsistent Treatment of Small Businesses with Cost-type Contracts Vs. Small Businesses with Firm-Fixed-Price or Commercial Contracts.

Improper application of FAR 31.201-5 Credits provisions to PPP Loan Forgiveness

In its implementation guidance as of 3/23/2021 for Section 3610 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Frequently Asked Questions, the Defense Pricing and Contracting (DPC), Office of the Under Secretary of Defense (Acquisition & Sustainment), in its response to question 23 states:

> "Q23: Please confirm that neither the FAR Credits provision, FAR 31.201-5, the credit provision in the Allowable Cost and Payment Clause, FAR 52.216-7(h)(2), nor any other FAR or DFARS provision imposes an obligation on a contractor to credit any amount of a Payroll Protection Program (PPP) loan that is forgiven to any flexibly priced government contract or subcontract. We consider a contractor that has received a PPP loan will use the loan proceeds as it would any other funds in its corporate treasury to pay costs of doing business.
>
> A23: We disagree, any PPP loan that has been forgiven necessarily can be treated as though it belongs to the company to use as it pleases. FAR 31.201-1, Composition of Total Cost, states that total cost is the sum of the direct and indirect costs allocable to the contract less any allocable credits. Accordingly, to the extent that PPP credits are allocable to costs allowed under a contract, the Government should receive a credit or a reduction in billing for any PPP loans or loan payments that are forgiven. Furthermore, any reimbursements, tax credits, etc. from whatever source that contractors receive for any COVID-19 Paid Leave costs should be treated in a similar manner and disclosed to the government. (Updated: April 24, 2020)"

In an audit alert on Coronavirus Legislation and Regulations issued as by the DCAA on January 28, 2021, (MRD 20-PIC-006(R)-Revised), Enclosure 2 Frequently Asked Questions states:

> **"Question 2:** Do the requirements of FAR 31.201-1, Composition of Total Cost, and FAR 31.201-5, Credits, apply to the provisions in the FFCRA and CARES Act?
>
> **Answer: Yes.** FAR 31.201-5, Credits, states "the applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor shall be credited to the Government either as a cost reduction or by cash refund." FAR 31.201-1, Composition of Total Cost, states that total cost is the sum of the direct and indirect costs allocable to the contract less any allocable credits."

In our opinion, the DPC and DCAA interpretation that PPP Loan Forgiveness results in credits due to the government is a misapplication of the FAR requirements and represents an overly broad and restrictive interpretation of FAR 31.201-1 and FAR 31.201-5. It effectively results in the government applying a credit to the contract based on the source of funding rather than the specific expenses paid under the contract.

We believe FAR 31.201-1 and FAR 31.201-5 provisions were put in place to ensure the government received reimbursement when a contractor received a credit or rebate of an expense paid by the government under the contract, for example, a refund of State taxes or proceeds resulting from an asset sold for more than its salvage value, resulting in, without a credit, excess State Income Tax or depreciation expenses being reimbursed under a government contract. In the case of PPP loan forgiveness, no contractor expense charged on a government contract is being refunded or reduced. SBA loans, of any type, are not expenses of government contracts.

The PPP Loan is a liability of the company and this obligation is not expensed on any government contract. If a contractor used funds from another (non-PPP) SBA loan program or a commercial loan, that were later forgiven, to pay expenses on a government contract, the government certainly would not be entitled to any credit related to any forgiveness of those loans. Neither DCAA nor DPC has provided any explanation as to why PPP Loans are being treated differently from other SBA or commercial loans with respect to the application of credits. To our knowledge, this appears to be the first time the FAR credit provisions have ever been applied to the source of funding rather than to individual expenses.

Allocation of PPP Loan Forgiveness Related Credits based on Total PPP Loan Proceeds and Expenditures

In the audit alert on Coronavirus Legislation and Regulations issued by the DCAA on January 28, 2021, (MRD 20-PIC-006(R)-Revised), Enclosure 2 Frequently Asked Questions states:

> **"Question 1:** How should credits resulting from forgiven PPP loans be applied?
>
> **Answer:** The amount of a PPP loan that is forgiven will apply as a credit or cash refund under FAR 31.201-5. The credit should apply to contract costs in the same manner in which the PPP loan funds were originally spent by the contractor. For example, if a portion of the forgiven PPP loan was used to pay facility rent, the cost of facility rent should be credited. If that rent is part of an indirect cost pool, then the indirect cost pool would be reduced by the credit in the period in which the loan is forgiven. If a PPP loan was expended for direct contract cost and the contract can no longer be credited (i.e., it is complete), then the credit will be returned to the Government in a manner agreed to by the ACO."

DCAA's requirement that the credit be applied to contract costs "in the same manner in which the PPP loan funds were originally spent by the contractor" is inconsistent with the basis for which forgiveness was received. If a contractor used the loan proceeds for expenses other than the specific expenses eligible to support forgiveness and was ineligible to receive full forgiveness of the PPP loan, DCAA's required methodology would require the contractor to allocate the credit to expenses that had nothing to do with the amount forgiven.

In addition, the requirement places an unnecessary administrative burden on the contractor to specifically track how the proceeds from the loan were spent over and above its normal recordkeeping requirements. Generally Accepted Accounting Principles (GAAP) do not require payments to be segregated based on the source of the funds. When the PPP loan is received, the cash account is debited and a liability account credited for the loan. The amount in cash is comingled

with any other cash and is not separately identifiable to the source of the cash when it is used. DCAA's methodology would require the contractor to set up a separate set of accounts specifically related to the PPP loan to track how the loan is used. No other commercial company is required to separately track the use of individual loan funds. In our opinion, this requirement would be excessively burdensome to small business government contractors.

Although, as stated earlier, we disagree with DPC and DCAA that PPP loan forgiveness should result in a credit to government contracts; if such a credit is required, it should be applied based on the expenses supporting the forgiveness, not based on how the loan proceeds were spent.

Inconsistent Treatment of Small Businesses with Cost-type Contracts Vs. Small Businesses with Firm-Fixed-Price or Commercial Contracts

In the audit alert on Coronavirus Legislation and Regulations issued as the DCAA on January 28, 2021, (MRD 20-PIC-006(R)-Revised), Enclosure 2 Frequently Asked Questions states:

> **"Question 3:** If a contractor has cost-type contracts and its PPP loan is forgiven, will these contracts receive a credit due to the loan forgiveness?
>
> **Answer:** Maybe. The amount of a PPP loan that is forgiven will apply as a credit or cash refund under FAR 31.201-5. The credit should apply to contract costs in the same manner in which the PPP loan funds were originally spent by the contractor. For example, if a portion of the forgiven PPP loan was used to pay facility rent, the cost of facility rent should be credited. If that rent is part of an indirect cost pool, then the indirect cost pool would be reduced by the credit in the period in which the loan is forgiven.
>
> However, PPP loans may be used for expenses that do not include flexibly-priced contracts. For example, a business may wish to use the PPP to pay its employees for work they would have performed for commercial customers and request support under other CARES Act or FFCRA provisions for time employees would have spent supporting federal customers. In this scenario, forgiven loan amounts used solely to pay employees working on commercial effort would not create a credit or refund for the Government."

As discussed in DCAA's response, PPP Loan Funds may be used for other than flexibly-priced government contracts or commercial contracts and in that circumstance, no credit is due the government when forgiveness is received. This results in small businesses with flexibly-priced (cost-type) government contracts being treated differently with respect to PPP Loan forgiveness than small businesses with only fixed-price government contracts or small businesses with commercial contracts.

A small business with only firm-fixed-price (FFP) government contracts or commercial contracts is entitled to keep all of the benefits of loan forgiveness but a small business with cost-type contracts, such as the majority of contracts issued under the Small Business Independent Research (SBIR) program, are expected to pass all or part of those benefits to the government. In our opinion, the SBA PPP Loan program was intended to provide the same benefits to all small businesses taking advantage of the program and was not intended to provide either lower or no benefits to certain small businesses solely as result of the type of government contracts they have been awarded.

The one silver lining for government contractors is that the DPC guidance issued related to Section 3610 of the CARES Act provides an opportunity for contractors to obtain equitable adjustments to recover additional costs related to Covid. Unfortunately, this guidance made the adjustment totally discretionary on the part of the contracting officer where funding is available. As a result, many of our small business clients have told us that requesting an equitable adjustment is a waste of time and that their contracting officers have pretty much told them not to bother because it would not be approved. Worse, in some cases we have been told that the contracting officer told clients that not only would they not be getting any equitable adjustment relief, but that the contracting officer did not want to hear about Covid and would not accept Covid as an excuse for any performance issues. This attitude appears to be borne out by the fact that DoD nation-wide has only granted equitable adjustments totaling approximately $18 billion (a drop in the bucket) related to this provision of the CARES Act.

DCAA Compensation Reviews

Redstone GCI has written numerous articles and blogs disagreeing with DCAA's stance on several issues related to compensation and unfortunately the situation has only grown worse. For the most part, large government contractors are not impacted because reasonable compensation levels, particularly for their Executive Compensation, by virtually any standard, exceeds the federal salary cap and they have a business base large enough to easily absorb the costs that are over the cap. Accordingly, the issues related to DCAA Executive Compensation reviews only really hurts small businesses. Specific issues we have seen recently are detailed as follows:

1. **Failure to account for significant geographic location differences for Executives.** DCAA's position is that executives are recruited from across the nation and geographic cost of living differences are not a consideration for executives when they make job transfer decisions. Therefore, DCAA only considers USA-wide compensation survey data when benchmarking Executive compensation and assessing reasonableness. This position is just plain absurd and is clearly an effort to question more costs. Every reputable salary survey shows significant differences for Executive salaries based on locality, including surveys by Watson Wyatt and ERI used by DCAA. For its position, DCAA cites WorldatWork. While we don't know if this is an accurate portrayal of WorldatWork's position, we do know that if WorldatWork actually conducts salary surveys, we have never seen one used by DCAA to support salary reasonableness positions. DCAA can't explain why the salary surveys that they do use, and consider to be valid, show significant differences in compensation in different geographic locations. While there may be some level of Executive pay at which the cost of living doesn't matter to executives, we would venture to say it is well above the level of small business Executive Compensation. DCAA also cites the Techplan and ISN ASBCA cases for their position because they accepted survey data across the USA in those decisions. Neither of those cases addressed the issue of whether USA-wide data was more appropriate than locality specific data and locality specific data was not presented in those cases.
2. **Use of survey data (non-executive) from a different locality.** We don't know if this is a change in DCAA position, or just an error in application by the auditor, but in one recent issue we were involved in, the auditor chose to use salary survey data from a completely different geographic location and then tried to adjust it for locality differences when salary information was available for the specific location. It appeared to just be an effort to increase questioned cost in the audit.
3. **Failure to consider long-term incentive compensation.** DCAA does not consider long term incentive compensation because only select long-term compensation is allowable. This puts small business government contractors at a disadvantage when competing with entities that offer more long-term incentive compensation in lieu of salary in their compensation plans.
4. **Failure to consider significant compensation premiums required as a result of significant security requirements.** It has been our experience that DCAA will consider increased compensation reasonableness thresholds for non-executives requiring security clearances but not for executives. Again, there is no logical rationale to this position.
5. **Use of lower percentile salary survey information for base salary and bonuses.** In an apparently new DCAA position, DCAA has begun stating that companies performing at higher levels should only receive increases in incentive pay and that base pay should only be at the salary survey 50th percentile unless, of course, the performance is at a lower percentile, in which case, the lower percentile will be used for both. Compensation has to be evaluated in total to determine reasonableness. Some companies have higher base salary and others have higher incentive compensation, but the total of both determines reasonableness. The same salary survey percentiles must be used for both base and incentive pay to ensure an apples-to-apples comparison. The DCAA position reflects a complete lack of understanding of the salary survey data and compensation.

DCAA Application of DFARS Business System Rules to Small Business Accounting Systems

The Defense Federal Acquisition Regulations Supplement (DFARS) 252.242.7001(a) states:

> "This clause only applies to covered contracts that are subject to the Cost Accounting Standards under 41 U.S.C. Chapter 15, as implemented in regulations found at 48 CFR 9903.201-1 (see the FAR Appendix)."

Small Businesses are exempt from Cost Accounting Standards; accordingly, they are clearly exempt from the Business System Rules that were designed for large contractors. Nevertheless, we have had numerous clients where:

1. DCAA stated that since the clause was included in the contract (erroneously, we believe), that the clause was optional and therefore the small business client was subject to those requirements.
2. Even though the rules do not apply, DCAA applies them in post-award accounting system audits for small businesses stating that the Business System Rules define what an adequate accounting system is.

The Business System rules criteria under DFARS 252.242-7006 were designed specifically for large businesses and are significantly more stringent, particularly with respect to policies and procedures. DCAA performed post-award audits of accounting system using a lower level of expectation for adequacy prior to the issuance of DFARS 252.242-7006. This DFARS standard has no relationship to small businesses and should not be used to evaluate small business accounting systems. The result of this application is an attempt to hold small businesses to the same standard as large businesses even though their available resources are significantly lower, creating an unfair burden on small businesses to comply with DCAA expectations.

DCAA's misapplication of the DFARS criteria results in more stringent criteria and expectations in post-award accounting system audits than the criteria and expectations used in pre-award accounting system surveys used to determine contractor eligibility for award of the contract. This inconsistency results in the accounting system having to meet a different standard, after award of the contract than the standard required to get the contract.

In our opinion, the criteria and expectations for accounting system adequacy should be the same before and after contract award and should be based on the pre-award accounting system adequacy criteria contained in the pre-award accounting system survey. Effectively, DCAA is changing the compliance rules for small businesses after award of the contract resulting in additional unanticipated and unnecessary costs to the small business to comply with the additional requirements instituted by DCAA after contract award.

Eligibility Requirements for the DCAA Low-Risk Incurred Cost Audit Universe

DCAA currently uses a low-risk universe for smaller dollar incurred cost audits (mostly small businesses) to select low-risk incurred cost proposals for audit based on a sample. In general, only a very small number of incurred cost proposals are selected for audit from the low-risk universe. In addition to the dollar amount of flexibly priced contracts, DCAA primarily uses questioned costs in the last incurred cost audit as the basis for determining eligibility for inclusion in the low-risk universe. Supporting an incurred cost audit takes significant resources. Accordingly, it is very costly to a small business to be excluded from the low-risk universe and therefore be subject to audit every year.

DCAA's use of questioned costs, without consideration of the amounts sustained by the contracting officer, to determine eligibility for inclusion in the low-risk universe results in small businesses being excluded from the low-risk universe when a cost is improperly questioned by DCAA. In some cases, it has resulted in abuse by the auditor where contractors were threatened with exclusion from the low-risk universe if they did not agree to the findings. This situation results in some low-risk small businesses being audited every year and having to argue DCAA findings that were not supported by the contracting officer year after year.

In our opinion, inclusion in the low-risk universe should be based on sustained questioned costs not the original questioned cost included in the report.

Application of FAR Part 12 Acquisition of Commercial Items

FAR Part 12 (Acquisition of Commercial Items) provides for significantly reduced data requirements when the government is acquiring commercial items where a reasonable price is established in the commercial marketplace, rather than having to be negotiated based on certified cost or pricing data. Unfortunately, due to some abuses of the definition of commercial items and services in the past, contracting officers now must justify any determination of commerciality. The result of this requirement is that some contracting officers find it easier to simply require certified cost or pricing data rather than risk having their judgment regarding commerciality second guessed. In some cases, we have seen requests for proposals that state that the contracting officer has no intention of awarding the contract under FAR Part 12, basically telling the contractor not to bother claiming commerciality.

Contracting under FAR Part 15 (Contracting by Negotiation) is significantly more expensive, particularly for small businesses, for both the contractor and the government and should be the last choice, not the first choice for contracting. We have had numerous clients that sold items or services that were considered commercial in previous procurements who were suddenly informed that the item or service no longer qualified as a commercial item. Commercial services appear to be a particular problem for custom services where a contractor provides custom services commercially, but due to the nature of the service, every service is unique.

The requirement to meet certified cost or pricing data requirements under FAR Part 15 in lieu of commercial item requirements under FAR Part 12 forces the contractor to incur significantly higher costs to prepare the proposal. In our experience, it also tends to result in a higher price paid by the Government than the price the Government would have paid had the item or service proposed been considered a commercial item. Inappropriate application of FAR Par 15 requirements is particularly harmful to small businesses required to obtain outside services to help prepare the proposal because they do not have the in-house resources and expertise needed to prepare FAR Part 15 compliant proposals.

No FAR for Small Businesses

The same FAR is used in all Government acquisitions, regardless of the size of the contractor and with rare exceptions, there are no adjustments to expectations based on the size of the company. The FAR continues to expand, creating more and more of a compliance burden for small businesses. Some FAR requirements tend to impact small businesses more than others.

For example, it is much more common for a small business owner to buy a building and lease it back to the company. Under the current rules, because it is a related party transaction, FAR generally limits recovery of costs related to the building to actual cost with no markup. If the owner, leased the building to another company, they would receive the market rental rate which would generally be significantly higher than cost to cover the risks associated with the investment and ownership. If the contractor rented the building from an outside party, they would be able to claim the entire amount of rent paid. However, because the building is rented from a related party, they can only receive the cost of ownership.

In some cases, we have seen questioned costs related to these buildings even when the owner was renting the building to the company at a rate that is significantly below the market rate. In our opinion, the owner or business should not be punished solely on the basis that they are a related party. The commercial market rate should be the criteria for the reasonableness of the rental rate not the costs of ownership.

In our opinion, a study of the impact of the current FAR requirements on small businesses should be conducted to determine if the regulatory requirements should be modified or eliminated with respect to small businesses to reduce the compliance burden faced by these businesses.

In the 2021 National Defense Authorization Act, Congress did include several provisions to help small businesses including, Section 815 related to prompt payment; Section 862 related to Veteran-Owned small business certification; Section 863 extending the look-back period for employee-based small business size standards; Section 868 allowing for the use of JV and Subcontractor past performance data; and Section 869 providing an additional year of 8(a) eligibility. Unfortunately, none of these provisions addressed the issues discussed above that we believe have a much greater impact on small

businesses doing business with the Government. Maybe the 2022 NDAA!?

Some Good News for Small Business

By John C. Shire, Director

DoD is looking to make changes to the FAR to provide for accelerated payments from primes to subs and reduce the number of requirement flow down clauses in contracts and subcontract for commercial items. Ok – Yes, we have heard this song before and the tune was not as sweet as we would have liked. Here is hoping this attempt is better implemented.

FAR Case 2020–007, Accelerated Payments Applicable to Contracts with Certain Small Business Concerns

Section 873 of the National Defense Authorization Act for Fiscal Year 2020 placed a requirement on DoD, GSA, and NASA to propose changes to the FAR with a goal of payment within 15 days after receipt of a proper invoice from the small business. The plan was to have a Notice of Proposed Rule Making out in January of 2021 – but alas we have not seen it.

FAR Case 2018–013, Exemption of Commercial and COTS Item Contracts from Certain Laws and Regulations

Section 839 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 requires DoD, GSA, and NASA to propose changes to the FAR to determine if the current requirements for contracts and subcontracts for commercial products, services, and commercial off-the-shelf (COTS) items. Seeing as the FAR Council has had this requirement for some time (2019 NDAA), they must be struggling with it. A Notice of Proposed Rule Making is not even planned until April 2021 and the Council often misses their target dates. Here is hoping.

Other DCAA Activities

By Robert L. Eldridge, Director

MRD 21-OTS-001(R) Revised Guidance on Interim Voucher Reviews

DCAA issued MRD 21-OTS-001(R) adjusting its interim cost voucher sampling parameters for reviewing interim public vouchers. Specifically, DCAA intends to review all first-time vouchers for all new contractors and new contracts and use data analytics to set parameters for sampling interim vouchers for existing contractors and contracts. Field Audit Offices' (FAOs) will also have the flexibility to adjust the sampling parameters to address known risks, emerging customer concerns or significant changes in the contractors' billing environment. DCAA also plans to use data analytics to monitor cost vouchers routed through Wide Area Work Flow (WAWF) to provide for risk-based parameter expectations for future interim reviews. DCAA will use a revised Public Voucher Assessment Tool (PVAT) that includes procedures for key voucher elements not currently validated outside of DCAA. The MRD states that the changes will impact the volume of vouchers routed to FAOs for approval but does not say whether the volume is expected to increase or decrease. We will be optimistic and hope it leads to a decrease in volume since vouchers not routed to an FAO for review will be considered provisionally approved for payment.

MRD 21-PAC-001(R) Revised Procedures for Reporting Penalties for Expressly Unallowable Costs

DCAA has finally realized that including penalty calculation information in its reports results in making penalty calculations prior to final determination on the underlying questioned costs by the contracting officer, who has the sole authority to make those decisions. Accordingly, DCAA will no longer include those calculations in its reports.

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DFARS Business System Audits – What to Expect Webinar April 29, 2021 Register Here

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Our Company's Mission Statement: Redstone GCI enables contractors doing business with the U.S. government to comply with the complex and challenging procurement regulatory provisions and contract requirements by providing superior cost, pricing, accounting, and contracts administration consulting expertise to clients expeditiously, efficiently, and within customer expectations. Our consulting expertise and experience is unparalleled in understanding unique challenges of government contractors, our operating procedures are crafted and monitored to ensure rock-solid compliance, and our company's charter and implementing policies are designed to continuously meet needs of clients while fostering a long-term partnership with each client through pro-active communication with our clients.

In achieving government contractor goals, all consulting services are planned and executed utilizing a quality control system to ensure client objectives and goals are fully understood; the right mix of experts with the proper experience are assigned to the requested task; clients are kept abreast of work progress; continuous communication is maintained during the engagement; work is managed and reviewed during the engagement; deliverables are consistent with and tailored to the original agreed-to scope of work, and; follow-up communication to determine the effectiveness of solutions and guidance provided by our experts.

Redstone Government Consulting

Redstone Government Consulting, Inc.
Huntsville, AL
4240 Balmoral Drive SW, Suite 400
Huntsville, AL 35802
T: 256.704.9800

Email: info@redstonegci.com
On the web: www.redstonegci.com