

The Executive Summary

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*Association of Proposal Management Professionals

The Service Contract Act: Proposal Pitfalls

BY SHLOMO D. KATZ & DANIEL B. ABRAHAMS—
EPSTEIN BECKER & GREEN, P.C.

The McNamara-O'Hara Service Contract Act ("SCA") of 1965¹ is a law that requires the payment of specified minimum wage rates and fringe benefits to employees working on U.S. Government service contracts and subcontracts in the United States. While the goal of the law is straightforward—to prevent service workers from becoming the casualties in the competitive wars between Government contractors—the implementation of the law is

anything but simple. In particular, the SCA presents pitfalls for contractors who prepare their proposals in ignorance of what the Act requires and how it works in practice.

The SCA applies to "[e]very contract...entered into by the United States or the District of Columbia in excess of \$2,500...whether negotiated or advertised, the principal purpose of which is to furnish services in the United States."² When a federal agency intends to award a contract that is covered by the SCA, it must notify the U.S. Department of Labor ("DOL"), which must then issue one or more wage determinations ("WDs"). A WD is a document that covers a specified geographical area—sometimes one county and sometimes an entire state—and lists the minimum wages and benefits that the contractors in that territory must pay to dozens of classes of employees. The WD becomes a part of the solicitation and, later, of the awarded contract.

Bidding Below Cost

The first rule that would-be contractors must remember is that the SCA does not dictate what a contractor should bid, only what a contractor must pay covered employees. Therefore, "[A]n offer for a fixed-price contract submitted at a price that appears lower than the cost of wage rates applicable pursuant to the Service Contract Act is nonetheless acceptable where the offer does not take exception to, or otherwise evidence an intent by the offeror to violate, the requirements of the Service Contract Act."³ In other words, if a contractor chooses for whatever reason to bid at a

loss or to finance the contract with its profits, that is not a basis for disqualifying the contractor's offer or bid.

Collective Bargaining Agreements & The Successor Contractor Rule

There are two ways that the Department of Labor can determine the wages and benefits payable under a given contract. One way is by surveying prevailing wages for the applicable trades in the contract's geographic market. Alternatively, under Section 4(c) of the SCA, a contractor that replaces a contractor that was subject to a collective bargaining agreement ("CBA") is required to pay its employees not less than the wage rates and fringe benefits that the predecessor would have had to pay under the collective bargaining agreement. This includes the obligation to pay any *prospective* increases provided by such agreement.

This means, of course, that a bidder must inquire before pricing its bid or offer whether a CBA exists. A copy of the applicable CBA usually can be obtained from the contracting agency or from the union. Note that the so-called successor contractor rule is limited to wages and fringe benefits. Successor contractors are *not* required to adopt the seniority systems, grievance procedures, expense reimbursement, or work rules in the predecessor's CBA.⁴ It makes sense to have counsel examine the incumbent's CBA before you bid to determine what parts of the CBA are binding on you and which are just work rules or other nonbinding requirements. This analysis can be very complex.

The requirement for a successor con-

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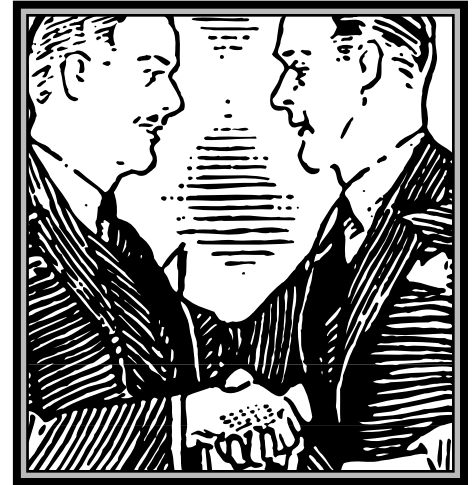
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President's Corner by Lou Robinson

The proposal business is older than any of us and many of us have been preparing them for 20, 40 or more years. The interesting thing is that proposals remained much the same for most of that time. In the last few years there has been a revolution that has changed the way we must respond to solicitations. There are now the large procurement vehicles including the large Indefinite Delivery, Indefinite Quantity (IDIQ) and GSA contracts that are used for much of the Government procurement. The way we respond to solicitations must now use new methods like Oral Presentations and Web Based Proposal Presentations. The FARs have changed, evaluation procedures have changed and the discretionary authority of buyers has grown tremendously. Finally, there are now large proposal teams composed of several companies and many people located at diverse geographical locations. It is a new proposal world and we need to be there with these changes.

As Proposal Professionals, our need for new knowledge is greater now than it has ever been in the past. Our APMP-NCA has the important mission of disseminating the information necessary to allow us to be effective and responsive to today's requirements. In response to this demand, our Roundtable Programs are focusing on the essential information required to help us learn the new ways. This year we have had a program on the Revised Acquisition Policies (Dr. Allan Burman), a program on Competi-



itive Intelligence (Kim Kelly) and our next program will focus on the automated tools we can use to make proposal development efficient and effective. These programs are responsive to the needs of Proposal Professionals and they are answering the dire need we have for the new knowledge required for effective proposal development.

I make a plea to each of you to tell the hundreds of Proposal Professionals in the Washington Area that we are supplying the information they need. It is a real benefit for you and them to come to our Roundtables and to become active in the APMP-NCA. It is a Win-Win situation. We want the Proposal Professionals and The Proposal Professionals need the information. It does not cost much and it does not take much time. Best of all, it is fun to work with a group of Professionals who share the same interest.

Not getting your Association e-mails?

Update your e-mail address at our new

look Web site: Go to www.apmp-nca.org

APMP/NCA is Taking a Field Trip (Real & Virtual)

REAL—On July 11, 2001, APMP/NCA will present our bi-monthly Roundtable Meeting. The location is at CACI's Chantilly, VA Videoconferencing Facility located at 14111 Park Meadow Dr., Suite 200, Chantilly Va.

VIRTUAL—We will link with the APMP Georgia Chapter to conduct a joint program on *Dispersed Proposal Team Collaboration Using Simple Internet Tools and Videoteleconferencing*.

This is a joint meeting—our Roundtable meeting will share the program with the Georgia chapter's roundtable.

The cost of co-locating proposal teams is often prohibitive and most proposal professionals can be quickly frustrated with trying to collaborate via e-mail. **Keith Propst** of Hewlett-Packard (and the Program Chair of the Georgia chapter) will demonstrate the use of Microsoft NetMeeting to aid in the real-time dynamics needed to produce a quality proposal. He will also show an e-room approach used by HP to establish a baseline environment for dispersed proposal teams. Both tools are simple, inexpensive and within the technical grasp of even non-technical proposal professionals.

Eric Gregory of CACI (and the CEO of APMP National) is our host for the evening as he has arranged for the use of CACI's videoconference facility for the meeting. In addition to the NetMeeting hook-up with the Georgia chapter, Eric will discuss the use of a modern video-conference capability to support mile-

Sign up soon!!

In the past few years, "field trips" to member facilities have been our most popular events. Space is limited to 60 attendees, and catering plans preclude our ability to accept walk-ins.

stones in the proposal process—Bid Decisions, Kick-off meetings, Red Team Reviews, Sign-offs, Orals dry-runs, etc.).

Who May Attend?

Anyone interested in the topic is invited to attend. You do not have to be an APMP member to attend an NCA roundtable. You don't even have to be a proposal specialist. If you are interested in proposals, business development, or are looking for networking and professional development opportunities, we'd like for you to join us!

Please refer anyone else in your organization who might be interested and encourage them to attend. Note the special date switch from the third Wednesday to the second to compromise on the two chapters' normal schedules.

Location:

CACI's Vision and Solutions Center
14111 Park Meadow Drive, Suite 200,
Chantilly, Virginia.

Agenda:

5:30 pm—Networking
6:30 pm—Buffet Dinner
7:30 pm—Announcements, Featured Presentation

Cost:

\$35—Payment received in advance.

If you plan to attend, please RSVP to Glenda Schroeder at <gschroeder@advstaff.com> . To confirm attendance contact Glenda by July 6.

Glenda can also provide location and other information about the event. To reserve your seat, please mail your check to APMP, P.O. Box 2066, Arlington, VA 22202.

Upcoming APMP/NCA events

September Roundtable (9/19/2001)—Presentation by **Lt. Col. C. Vickery**, Director of the Acquisition Center of Excellence (ACE), a government organization that supports the U.S. intelligence community's acquisitions. Lt. Col Vickery will give an overview of the processes and tools used to define/specify acquisitions, and evaluate/select offers. Again, more details will be forthcoming.

Calendar of Events

The purpose of the calendar is to apprise NCA members of upcoming events of interest to proposal professionals.

JULY	3	NCA Board Meeting	• Virtual Meeting (Teleconference)
	11	NCA Roundtable	• Topic: Joint Event with Georgia Chapter
<hr/>			
AUG	7	NCA Board Meeting	• Face-to-Face Meeting
<hr/>			
SEPT	4	NCA Board Meeting	• Virtual Meeting (Teleconference)
	19	NCA Roundtable	• Speaker: Lt. Col. C. Vickery, Director of the Acquisition Center of Excellence (ACE)
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For information regarding attending Board Meetings or Roundtables, please phone Lou Robinson at (703) 533-2102			

THE 2001 NATIONAL CONFERENCE

By Chris Schatte

The APMP's 12th Annual National Conference was attended by about 450 members in warm, sunny Albuquerque, NM on May 22-25. Both the NCA and Chesapeake chapters were well-represented by member attendees, and the event also featured a delegation from APMP's first international chapter, located in the United Kingdom.

The conference was kicked off by what was probably the best session I attended, a keynote talk by David Pugh of Lore International on behavioral differentiation as a win strategy. His key points:

- When capability becomes commodity, competition becomes communication; behaviors with customers are the most powerful means of communication.
- For most procurements, a customer's decision maker(s) are faced with competitors having about the same capability and making the same (often hyperbolic) claims—what Pugh terms a “vast sameness”; if you've made the technical cut, their decision is usually based on whether or not they want to work with you and not on your company's institutional offerings.
- Whether or not they want to work with you comes down to your behavior with them and other customers; if you don't have powerful differentiation (e.g., technical discriminators and/or behavior), lower your price.

Day Two was devoted to the discriminator for this year's conference—Customer Day. Instead of “how to” sessions given by business development folks, procurement officials from government (Army, Navy, Air Force, and NASA) and commercial (healthcare, telecommunications, engineering, and information technology industries) organizations gave individual talks about current developments in their respective domains. This was followed in the afternoon by separate panel discussions/Q&A sessions for the government and commercial sectors. Because most of

these were concurrent, it was possible for one person to meaningfully attend only a few of the sessions.

I attended one by David Franke, Director of the Central Acquisition Support Team for the Air Force's Materiel Command, who is charged with reforming and standardizing procurement practices across USAF, and who reports directly to the Assistant Secretary for Acquisition. The gist of his message was that USAF is committed and moving rapidly to implement acquisition reform and standardize it across all procurements in partnership with industry. The



intent is to make the process more cost-effective and streamlined for the Air Force, and more predictable for industry.

I also listened to parts of two sessions in which procurement types from the commercial sector—healthcare (Johnson & Johnson) and telecommunications (SBC)—described their operations. They had surprisingly similar messages:

- They have customers (internal and external to the company), must market their services to those customers to justify their existence to management, and must serve as a value-added conduit between their customers and vendors.
- They have flexibility in tailoring procurement procedures to a particular customer's requirement but follow established procedures in all cases.
- Selection of vendors is far more objective than is believed by some vendors; attempts to “manipulate” the system are unappreciated and likely to be counterproductive.

The noticeable focus on the commercial sector at the conference was no accident. Interest in commercial proposal development has steadily grown within APMP. A Commercial Forum, headed by long-time APMP activist and commercial proposal guru Charlie Divine, held its initial meeting at the conference. Look for that group to pro-

vide networking opportunities and meaningful content in APMP meetings and publications for those interested in commercial proposal development.

On Day Three, A well-attended session on APMP's draft certification program outlined the details of the plan at present (summarized in the previous issue of the Executive Summary) as well as the training program Shipley Associates will begin offering this fall. Their intense, comprehensive two-week course, developed on their own initiative and independent of APMP's certification program, will likely be used, perhaps in

modified form, for candidates who wish training prior to taking the APMP certification exam. The certification program will likely be implemented early in 2002 once administrative details are worked out and the Board of Directors approves.

At a meeting of representatives from the various chapters in attendance (Betsy Blakney and I sat in for the NCA), we learned that:

- APMP has experienced rapid growth in the past year (currently about 1660 members)
- an aggressive effort to develop new chapters has born fruit in the form of the UK chapter and one in Chicago; new chapters in San Diego and Philadelphia are expected by spring 2002.
- the national Board of Directors will be meeting in the DC area in January 2002, possibly in conjunction with a joint NCA/Chesapeake roundtable
- the NCA is viewed as “the model” chapter to be emulated by the others!

Part of the package presented to conference attendees was a CD containing the slides for all presentations, a great approach to recording for posterity the salient points of all those concurrent sessions a person is unable to attend. Unfortunately, the information for too many of the sessions was “unavailable

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Service Contract Act...

Continued from page 1

tractor to pay in accordance with a predecessor's CBA is not contingent upon incorporation of a WD based upon the predecessor's CBA into the successor's contract. The only caveat is that the procuring agency and, therefore, the bidders must be timely notified of the existence and contents of the CBA.⁵

Your own CBA does not affect the wages that you must pay under the SCA, unless, of course you happen to be the predecessor contractor. Be aware that the Department of Labor regards each option period as a new contract for SCA purposes. Accordingly, a contractor can be its own successor (or predecessor), such that the CBA that the contractor negotiated during one year of its contract will become the basis for its SCA obligations in later years of its contract. (Even in the first year, if your CBA requires higher wages or benefits than the predecessor's CBA you must pay those higher wages as a matter of contract and labor law.)

What to Include in Your Bid or Proposal: Vacation Pay

A bidder who will be taking over an existing workforce should investigate the seniority of that workforce. The reason for this is that vacation benefits are a fringe benefit normally set by the WD and it is common for the number of vacation days to vary based upon the number of years of service the employee has. For example, many WDs allow one week (i.e., 5 days) of vacation after one year of service. Accordingly, if the employee has less than one year of service, under such a WD he or she would not be eligible for any vacation. If that employee quit after one-half year, there would be no obligation to pay that employee any monies for accrued vacation under the SCA. (However, state law such as in California may require different treatment of the employee.) Moreover, the period for each year's service is measured by the anniversary date of the employee's starting date (i.e., a year plus one day). Unless prohibited by state law, vacation benefits are reported, for the purpose of issuing WDs, on a vesting rather than an accrual basis.

The contractor for whom the employee is working at the time the vacation right vests must provide the full benefit to which the employee is entitled based upon the length of continuous service with the present contractor and with predecessor contractors at the same Federal facility. The contractor must provide the benefit either in vacation time or payment before the employee's next anniversary date, before completion of the contract, or before the employee terminates, whichever is first.⁶ This DOL interpretation prevents employees from accruing unused vaca-

When a federal agency intends to award a contract that is covered by the SCA, it must notify the U.S. Department of Labor.

tion, holding the time in a leave bank, and carrying it forward into subsequent years of service.

As noted above, WDs will generally require a successor contractor to provide vacation benefits to an employee who had one year of continuous service under the predecessor contractor. DOL regulations provide that: "The term 'continuous service' does not require the combination of two entirely separate periods of employment. Whether or not there is a break in the continuity of service so as to make an employee ineligible for a vacation benefit is dependent upon all the facts in the particular case. No fixed time period has been established for determining whether an employee has a break in service. Rather the reason(s) for an employee's absence from work is the primary factor in determining whether a break in service occurred."⁷

The regulations further provide that a break-in-service does not occur in the following cases: an employee granted leave, a strike after which employees return to work, an interim period between contracts during which Government employees are performing the con-

tract work, and a facility closed for three months for renovations.⁸ In *Industrial Maintenance Service, Inc.*,⁹ the (now-defunct) Board of Service Contract Appeals found that a break-in-service had not occurred, despite a facility's being closed for renovations for eleven months.

What to Include in Your Bid or Proposal: Fringe Benefits

SCA WDs include prevailing fringe benefits for the various classes of service employees. Such fringe benefits include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, insurance, vacation and holiday pay.

What's "Bona Fide"?

For a contractor to discharge its obligations, the fringe benefits given must be "bona fide." "Bona fide" fringe benefits are those that "require the employer who extends such a benefit...to incur a present cost or the risk of a future cost." Thus, the test of a "bona fide" fringe benefit is "cost incurred" by the employer and not "benefit received" by the employee.¹⁰ Under 29 C.F.R. § 4.171, a "bona fide" fringe benefit is defined as a legally enforceable obligation that meets the lengthy and detailed criteria set forth therein.

Health & Welfare Benefits

WDs can include one of two entirely different health and welfare ("H&W") figures. The lower level H&W figure is a fixed amount for every hour of work. The first required payment of hours *paid for* up to 40 hours per week or 2,080 hours per year, including vacation, holidays, sick pay and any other hours paid for. This payment had to be made (in cash or fringes or a combination) for every pay period for every employee. The lower level H&W amount is now \$2.02 per hour effective June 1, 2001.

The higher-level H&W measure is \$2.56 *average* per hour *worked*. This is an average rate per hour and counted straight time and overtime hours *worked, not* hours paid for. Thus, vacation, holiday and sick pay are *not* counted. Also, the requirement is only for an average of all H&W payments—in cash or fringes—to all employees working *contract-wide*. Thus, some employees could receive

more or less than the average, even possibly zero, and the requirement for the average payment could be met.

Following a series of lawsuits, DOL has moved to phase in a *single* H&W hourly rate to be paid on a *per hour* paid for basis, like the lower-level rate was. For the time being, existing contracts and follow-on work covered by the old \$2.56 average per hour rate will be "grandfather" at \$2.56 an hour and will continue to be utilized until inflation brings the new unified H&W rate to a level in excess of this amount. However,



any new contracts and programs, such as functions which were performed by Government employees and which are contracted out after June 1, 1997, will use the new (lower) rate.

Shlomo D. Katz is a senior associate and Daniel B. Abrahams is a partner in the Washington, D. C. office of Epstein Becker & Green, P.C. They both practice Government contracts and wage and hour law and have published extensively in those fields. They can be reached at 202/861-0900 or at skatz@ebglaw.com or dabrahams@ebglaw.com.

FOOTNOTES:

1. 41 U.S.C. §§ 351-357.
2. 41 U.S.C. § 351.
3. *Akal Security, Inc.*, B-261996, 95-2 CPD 216, 96-1 CPD 33.
4. See *Clark v. Unified Services, Inc.*, 659 F.2d 49 (5th Cir. 1981).
5. 29 C.F.R. § 4.1(b).
6. See W.H. Admin. Opinion Letter dated Feb. 23, 1990.
7. 29 C.F.R. § 4.173(b).
8. 29 C.F.R. § 4.173(b)(1)(i)-(iv).
9. BSCA No. 92-22 (April 5, 1993).
10. *Trinity Services, Inc. v. Marshall*, 593 F.2d 1250 (D.C. Cir. 1978).

APMP and SCIP

Working Together at the Local Level

By Thomas E. Porter

On May 16th, the National Capital Area chapter of the APMP held its bi-monthly Roundtable meeting at the Holiday Inn at Tyson's Corner, Virginia. Mr. Kim Kelly gave the featured presentation on the role of Competitive Intelligence (CI) in the proposal process. He discussed the role played by competitive intelligence analysts in the pre-RFP, proposal development, and post-submission phases. He described how to interface with the customer, what to pull from the RFP for CI purposes, how to fold CI into the evolving proposal, and how to enhance your offer or positioning between submission and award.

Kim gave an entertaining and informative description of the path that his career took from an outnumbered analyst in an underappreciated field to a position of respect within Lockheed-Martin, both for himself and for the CI role. He related that proposal teams are often composed of individuals who have experience working on the company's related or incumbent projects, but may have little knowledge of what experiences, strengths or weaknesses other bidders may have. The CI professionals provide an invaluable system of checks and balances for that single-focused proposal team. CI analysts pay attention to confirmable rumors, customer comments, trade publications, award announcements, press releases, corporate purchases/mergers, and evolving competitor team compositions in order to define the competitive scenario on any given target. Timely CI inputs can avoid wasting bid & proposal funds on a target that you have no chance in capturing; they can help direct a technical team to the preferred approach; and they can help focus an entire business strategy (targets, resources and technology) to greater success.

Kim is a Manager of Business Development for International Launch Services, a joint venture between Lockheed Martin and two Russian companies. He

has worked in the proposal development field for 19 years. He started in 1982 with IBM Federal Systems, which was later acquired by LM. Since 1991, he has been a full-time Competitive Intelligence professional, and has provided major CI studies to proposal teams at 10 different



LM locations. He is a member of the Society of Competitive Intelligence Professionals (SCIP), and was instrumental in LM's selection as one of the twelve companies (and the only aerospace company) for their best-practice CI operations by the American Productivity & Quality Center (APQC) in 2000.

The presentation was an outgrowth of the alliance started last year between APMP and SCIP. As noted by APMP CEO Eric Gregory upon announcing the initiative, "This alliance provides APMP and its membership an opportunity to extend our participation into a directly related professional area. It also allows us to extend our potential offerings and benefits to our commercial members, who may be extremely interested in applying formal competitive intelligence processes to their proposal processes." The May NCA Roundtable was a perfect example of the APMP/SCIP alliance at work. The detailed announcement of the alliance can be found at the APMP national Web site (<http://www.apmp.org/>).

Thomas E. Porter, Director of Proposal Operations at TRW Systems, is the current Vice President of APMP National Capital Area (NCA Chapter). TRW is a global technology, manufacturing and service company that provides advanced technology, systems and services to customers worldwide.

THE MORNING AFTER

By J.P. Richard

Jeff wrinkled his nose as he walked into the room. The smell was strong, yet dulled. It brought to mind old cheese and bad fruit, musty papers and spilled Cokes, smells you might expect in a newspaper office, though Jeff had never had the pleasure. Then he saw the results of working the whole weekend in the corner of the room. Four wastebaskets were heaping with the red, white and gray litter from large, flat pizza boxes. The mess was accented with several red and white pictures of Colonel Sanders winking out at him from behind the familiar red and white of crumpled Coke cans. "Do all fast food chains wrap their goodies in red and white?" Jeff thought. Now it looked more like an ad for Alka-Seltzer though. His stomach was still complaining about how he had treated over the weekend.

As he looked around, he saw three cardboard boxes filled with crumpled paper stationed around the room, one near the door as if trying to get away, another atop a desk in a corner, the third kicked under the large worktable that filled half the room.

Five books lay open on that same large table, open to the last reference, abandoned once they had served their purpose, like the discarded food litter in the corner. Piles of paper covered the rest of the table, like patches of snow covering a moss-brown forest floor. There were scissors, rolls of tape, and pencils, pencils and more pencils strewn amid the paper, like so many twigs and

stones on a forest floor. Maybe the forest floor came to mind because Jeff had been cooped up in this room for so long.

As he grabbed the cold metal of the chair that blocked his way, he noticed how quiet it was in the room. Sure, there was an electric clock whirring softly on the white wall to the left, but he could only hear it if he stopped moving and listened intently. This was such a contrast to the constant din that had been bouncing off these walls only hours ago. The heated sounds of discussion, the click-clack of the keyboards had become more and more

mingled with loud laughter punctuated with negative comments as it got later into the night, sure signs that everyone was getting, tired, punchy and irritable.

Except for the litter, the only other feature that

caught Jeff's attention was the white board at the front of the room. On it was drawn a chart to track the progress of each chapter of the proposal from first edit to word processing to paste-up and finally to production. Yet even the chart showed signs of the rush to finish as the deadline neared. Many of the check marks were missing. Random notes were scribbled across the board as reminders to—"Check the reference on page 75" and "Don't forget the charts in Chapter 10."

Jeff dodged his way around the boxes, the paper litter and the chairs to the big table, cleared a small area, then dropped the finished proposal on the corner. It looked compact, well-organized, professional, in fact, impressive. It should go a long way to win the bid. What he couldn't understand at all was how they had managed to make all this randomness, disorganization and false starts look so good on paper.

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2001 National Conference...

Continued from page 4

at CD press time". Hard to believe (and certainly uncharacteristic) that proposal professionals would wait until the last minute to put their content together!

Also hard to believe that I squeezed over 900 words into the 200 word limit mandated for this article. They do not do justice to all the information available at the conference. Some of that information will likely be summarized in the next issue of the APMP Perspective. But for best results, get it all first-hand in the future. Pencil in May 7-10 on your calendars to attend next year's Conference in Salt Lake City (it's New Orleans in 2003!) or September 13-14 for this year's Fall Symposium in St. Louis, MO.

Chris Schatte (cschatte@mac.com) is a proposal consultant based in Annapolis, MD. He is a member of the APMP Certification Committee developing the plan discussed in this article.

Interested in your association?

Have you considered attending an NCA Board Meeting?

Your input and ideas are important to your committee!

For further information, please contact NCA President Lou Robinson at 703-533-2102 or e-mail win-pro@prodigy.net

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