

MITCHELL/TITUS & CO.
CERTIFIED PUBLIC ACCOUNTANTS
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VIRGLIO BLONDEL JR., CPA

November 13, 1980

Mr. Gus Romain
U.S. Small Business Administration
New York Regional Office
26 Federal Plaza
New York, NY 10007

Re: Contract No. SNPA-80-42-8

Dear Gus:

Enclosed herewith please find six signed copies of the subcontract agreement to the SEA from Mitchell/Titus & Co. for work to be done for the Department of Labor. The other package submitted herewith contains the master contracts signed by the Department of Labor.

Would you be kind enough to have these contracts signed as soon as possible. We will be pleased to pick up the signed copies and hand-deliver them to the contracting officer at the Department of Labor in Washington, D.C.

Very truly yours,

MITCHELL/TITUS & CO.

Bert N. Mitchell

Bert N. Mitchell
Managing Partner

BNM/cd
Enclosures

NOV 10 1980

U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING ADMINISTRATION
WASHINGTON, D.C. 20213



TNPC:/Lillie Watts
(202) 376-7161

Small Business Administration
New York Regional Office
26 Federal Plaza
New York, New York 10278

RE: Prime Contract No. 99-1-2821-08-16
Subcontract No.
Name of 8(a) Subcontractor: Mitchell/Titus and Company

Dear

Enclosed are six (6) copies each of the above-referenced prime and subcontract.

The six (6) prime contract copies have been executed by our Contracting Officer and are forwarded to the Small Business Administration for completion.

Please have the Subcontractor sign all six (6) subcontract copies. After execution by the SBA Contracting Officer, the following distribution should be made: One (1) copy each of the prime and the subcontract to the Subcontractor; two (2) copies each of the prime and the subcontract to the U. S. Department of Labor, Employment & Training Administration, Office of National Programs, Division of Contracting Services, Room 6328, Patrick Henry Bldg., 601 D Street, N. W., Washington, D. C. 20213, (ATTN: Ms. Lillie Watts).

The remaining three (3) prime contract and three (3) subcontract copies are for your records.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lamond Godwin", is written over the word "Sincerely,".

LAMOND GODWIN
Contracting Officer
Office of National Programs

Enclosure

NOV 10 1980

MEMORANDUM OF NEGOTIATIONS

Subject: Exploratory, Negotiations and Award Recommendation - Provide Technical Support in the Development of a Unified Management System Handbook.

Contractor: Mitchell/Titus and Company
2 Park Avenue
New York, New York 10278

Exploratory discussions were conducted with the subject 8(a) contractor which reflected a high degree of capability in the area of assistance required

Based upon the above satisfactory discussions relative to the Department of Labor Statement of Work, the Mitchell/Titus & Co. was requested to furnish both a formal technical and cost proposal.

Mitchell/Titus & Co. furnished the proposals in a timely fashion; and the proposals were reviewed and evaluated in conjunction with Department of Labor Program Officials and Small Business Specialist.

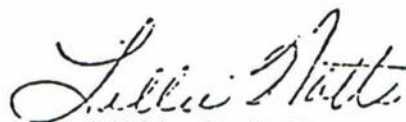
The Department of Labor rating panel stated that Mitchell/Titus & Co. technical proposal ranked high and fully displayed the qualifications to accomplish the proposed tasks.

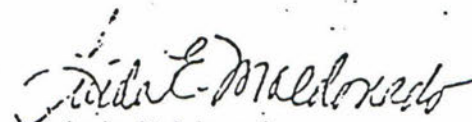
The Department of Labor determined that Mitchell/Titus & Co. be awarded a cost-reimbursable (Time & Materials) type-contract in the estimated amount of \$80,000.00. The rates outlined in the contract includes related clerical support, overhead and profit. The Contractor will not receive any mark-up on travel and per diem, consultants, or any other expenses.

Legal review is not required within the Department of Labor, ETA for 8(a) requirements.

Using the general criteria set forth in FPR 1-1.1204, I hereby determine that the above-named contractor is responsible and has the necessary capability of performing the tasks and meeting its responsibility under the contract.


Contracting Officer
Office of National Programs


Lillie M. Watts
Contract Specialist
ONP


Linda Maldonado
Federal Representative

MITCHELL/TITUS & CO.
CERTIFIED PUBLIC ACCOUNTANTS

1825 K Street, N.W., Washington, D.C. 20006 (202) 293-5713

SEP 30

BERT N. MITCHELL, CPA
ROBERT P. TITUS, CPA
JEFFREY D. GREEN, CPA
RONALD P. WALKER, CPA
PHILIP P. WILLIAMS, CPA
N. JERRY PALUMBERI, CPA
VIRGLIO BIONDELLI, JR., CPA

September 30, 1980

Ms. Lily Watts
Contract Specialist
U.S. Department of Labor
601 D Street, N.W.
Washington, D. C. 20213

Dear Ms. Watts:

Reference Contract with ETA
Unified Management System

Pursuant to your telephone conversation with Bert N. Mitchell, managing partner of our firm, I am writing to you regarding the type of contract to be written between us and the Department of Labor on the above subject matter.

First, we believe that because of the nature of the task to be performed, it is advantageous to the Government to use a time and material contract as opposed to a cost reimbursement contract. Accordingly, we are suggesting that the contract be styled in such a fashion that all labor hours be charged at an hourly rate as calculated in our cost proposal and which is based on the following formula:

Direct Labor Costs plus Indirect Costs on Direct Labor
of 160% and Profit of 10% of the Above

This rate determination is consistent with what we have used with all Federal departments and we will be happy to provide justification for same.

With respect to out-of-pocket expenses, such as travel, printing costs, etc., no overhead or profit will be added to those elements. Since we perceive this contract function to be primarily one of technical services it is those services that a profit factor is being charged on and therefore, although a 10% profit is used, the

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September 30, 1980

overall profit of the contract, because of out-of-pocket expenses, will be substantially less than the 10% added to our labor factor.

The hourly rate is calculated based on the level of personnel being assigned to the contract as stated in our cost proposal. We would like to offer you an option of using our billable rate for stratified level of personnel or a composite rate of \$52.50 per hour for all personnel to be used on the contract, this composite rate approach is typically used for simplification of billing and monitoring purposes.

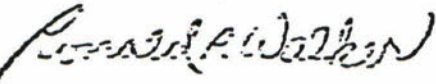
In summation, therefore, we are proposing that the contract be written with a price of \$80,000 with charges to be reported for professional services at an hourly rate based upon the stratified cost of partner at \$69.75 per hour, senior consultant, \$69.75 per hour, staff consultants, \$42.00 per hour, editor, \$22.00 per hour. If you care to use an optional approach then all of these staff personnel could be billed at a composite rate of \$52.50 per hour. In addition, all out-of-pocket costs for travel and supplies directly related to the project would be billed, these costs being identified in our cost proposal.

We wish to point out that because of overhead costs being interpolated into the hourly rate there would be no additional costs for services such as secretarial services, personnel, etc.

Please contact me at your earliest convenience in order for us to resolve this matter.

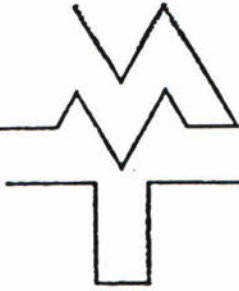
Very truly yours,

MITCHELL, TITUS & CO.



Ronald P. Walker
Partner in Charge

MITCHELL/TITUS & CO.
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1825 K Street, N.W., Washington, D.C. 20006 (202) 293-5713



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VIRGINIO BICONDEI, JR., CPA

September 19, 1980

Ms. Lily Watts
Contract Officer
U.S. Department of Labor
601 D Street, N.W.
Washington, D. C. 20213

Dear Ms. Watts:

Per a discussion yesterday with Linda Maldonado, we have been requested to submit five copies of a revised timing and staffing estimate for our contract to provide management advisory services in the implementation of the Unified Management System of ETA.

You will note that certain of the tasks within Project I have been revised in terms of the week of performance of such.

We trust that, with this information, our contract proposal has been properly finalized and documented. Please do not hesitate to call me should you have any further questions.

Very truly yours,

MITCHELL, TITUS & CO.

Ronald P. Walker
Partner in Charge

Enclosures

TIMING AND STAFFING ESTIMATE FOR JOB

	Weeks								Estimated Person Days			
	1	2	3	4	5	6	7	8	Project Manager	Senior Consultant	Staff Consultants	Editor & Graphics Consultants
<u>PROJECT 1</u>												
1. Review UMS, develop index, and obtain approval from OMA for handbook									5	5	4	1
2. Pre-edit and type handbook									5	1	10	5
3. Layout and graphics preparation									2	1	10	4
4. Review final product with OMA prior to production; act as liaison with DOL printing office									5	1	10	
5. Finally edit, index, proofread, and assemble handbook									5		20	5
6. Design 1-day course									1	2	6	1
<u>PROJECT 2</u>												
1. Design quarterly presentations for Senior Staff	(A)								2	5	5	1
<u>PROJECT 3</u>												
1. Consult on implementation and strengthening of UMS and recommend changes to handbook	(B)								<u>5</u>	<u>25</u>	<u>15</u>	<u>3</u>
									<u>30</u>	<u>40</u>	<u>80</u>	<u>20</u>
A. Commences immediately upon completion of Project 1 through March 1981.												
B. Commences immediately upon completion of Project 2 through September 1981.												

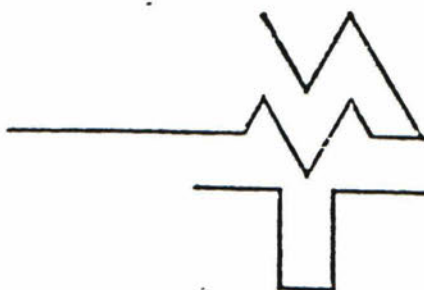
Proposal
for
Management Advisory Services
for
United States Department of Labor
Employment and Training Administration's
Unified Management System

Submitted by

Mitchell, Titus & Co.
Certified Public Accountants
1825 K Street, N.W.
Washington, D. C. 20006
202/293-5713

Contact Person
Ronald P. Walker, Partner.

August 18, 1980



MITCHELL /TITUS & CO.
CERTIFIED PUBLIC ACCOUNTANTS

Proposal
for
Management Advisory Services
for
United States Department of Labor
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Unified Management System

Submitted by

Mitchell, Titus & Co.
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Contact Person
Ronald P. Walker, Partner

August 18, 1980

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MITCHELL/TITUS & CO
CERTIFIED PUBLIC ACCOUNTANTS

1825 K Street, N.W., Washington, D.C. 20006 (202) 293-

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N. JERRY PALUMBERI, CPA

August 18, 1980

U.S. Department of Labor
Employment and Training Administration
Division of Management Analysis
601 D Street, N.W.
Washington, D.C. 20213

Attention: Jan Sten

Gentlemen:

It is our understanding that the Employment and Training Administration (ETA) is currently engaged in a major effort to improve internal operations through the development and implementation of the Unified Management System (UMS)—ETA's formalized method of identifying, coordinating, and controlling the various management processes currently utilized by ETA.

To complement its internal efforts, ETA is seeking management and technical assistance services for three major tasks.

- - - The production of a well-illustrated, crisply written, nontechnical manual describing the function, role, and use of UMS.
- The development of curriculum and training materials, appropriate for a 1-day training seminar, designed to familiarize ETA personnel with UMS and the UMS Manual. (Training will be conducted by ETA staff.)
- The preparation of a model quarterly report to ETA senior staff. Once refined, this quarterly report, which will draw heavily from the UMS data base, will be used by ETA senior staff to predict future resource needs; evaluate ETA planning, scheduling, and budgeting efforts; focus attention on problems in time to do something about them; and to evaluate the UMS itself.

In addition to these specific tasks, ETA is seeking assistance on the redesign of two major forms currently used by ETA senior personnel to monitor and evaluate organizational effectiveness. These are the Annual Work Plan (AWP) form and the Goals and Objectives (GO) form.

OFFICES IN WASHINGTON, D.C. AND NEW YORK CITY

August 18, 1980

ETA's tentative targeted completion date for the UMS Manual is October 31, 1980; for the curriculum and training materials, November 5, 1980; and for the model quarterly report, March 1, 1981.

The purpose of the attached proposal is to describe the management and technical assistance services Mitchell, Titus & Co. is prepared to provide to ETA in conjunction with these three tasks.

Subject to completion of ongoing discussions with ETA personnel, our estimated costs for providing management and technical assistance services to ETA is eighty thousand dollars (\$80,000). This estimate is subject to revision ninety (90) days from receipt of this proposal.

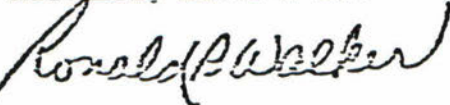
As will be evident from the attached proposal, Mitchell, Titus & Co. is uniquely qualified to assist ETA in its efforts to improve internal operations through the introduction of a Unified Management System. We have provided assistance in the development and implementation of project control and management information systems to a variety of clients, whose problems and needs paralleled those of ETA.

More important, because so many of our current clients are Comprehensive Employment and Training Act (CETA) prime sponsors, Mitchell, Titus & Co. is especially sensitive to the information needs of ETA and the growing demand for a Unified Information Management System.

We wish to thank you for giving us the opportunity to submit this proposal. We look forward to working with you. Your task is as difficult as it is important.

Very truly yours,

MITCHELL, TITUS & CO.



Ronald P. Walker

A partner duly authorized to
bind the offeror

SECTION I. TECHNICAL PROPOSAL

I. MITCHELL, TITUS & CO.: BACKGROUND INFORMATION

Mitchell, Titus & Co. was founded in April 1973 as a full-service certified public accounting firm, offering assistance in the areas of auditing, accounting, taxation, general business management, and financial consulting. To supplement these basic services, the firm, through its Management Advisory Services Division (MAS), has steadily developed its capabilities in the planning, development, and implementation of project control, management information and budgetary systems.

Recent governmental clients of MAS include the Agency for International Development (AID), the U.S. Department of Labor (DOL), and the City of New York. MAS has also provided management and technical assistance in the areas of management systems development, of project control, and budgetary systems to The Ford Foundation, Manpower Demonstration Research Corporation (MDRC), and the Recruitment and Training Program, Inc. (RTP).

Mitchell, Titus & Co. has also audited numerous local government and non-profit organizations funded by Federal agencies, such as the Office of Minority Business Enterprise (OMBE), the Community Development Agency (CDA), the U.S. Department of Health, Education, and Welfare (HEW), and the Environmental Protection Administration (EPA). The firm, therefore, is quite knowledgeable about the Federal Government's fiscal and managerial reporting standards. In addition, staff members regularly attend lectures and seminars on various subjects related to Federal Government accounting and information systems practices, presented by the American Institute of Certified Public Accountants (AICPA) and the Association of Governmental Auditors (AGA).

Principal Staff. Mitchell, Titus & Co., currently registered with the Small Business Administration as a Section 8(a) contractor, has earned a reputation for competence, integrity, and independence. All of the partners in the firm are members in good standing in the AICPA. Managing partner, Bert K. Mitchell, MBA, CPA, has published over 50 articles in professional accounting and management journals. He currently serves as a director of the AI of the New York State Board of Public Accountancy, the National Association of Minority CPA firms, and the New York State Society of Certified Public Accountants. Mr. Mitchell has served as a contributing editor of Black Enterprise magazine since January 1972.

Ronald P. Walker, MBA, CPA, partner in charge of the Washington office of Mitchell, Titus & Co., formerly served as a financial advisor to The Ford Foundation and as a senior accountant with Arthur Andersen & Co. A graduate of New York University's School of Business and Public Administration and the Stanford University Graduate School of Business, Mr. Walker has had extensive auditing and management systems development experience in engagements involving numerous governmental agencies, including DOL, HEW, and EPA.

Dr. Bernard R. Gifford, principal in charge of the firm's Management and Advisory Services Division, was a Visiting Professor of Public Management Techniques at the Massachusetts Institute of Technology during the 1978-79 academic year. Dr. Gifford, who has written numerous articles on public management, measuring productivity in the public sector, and project control

and management information systems, served as Deputy Chancellor and Chief Business Affairs Officer of the New York City Board of Education between 1973 and 1977. Prior to joining the New York City Public Schools, Dr. Gifford served as President of the New York City Rand Institute.

Previous Relevant Engagements

Mitchell, Titus & Co. is currently engaged in a number of assignments requiring the firm to provide management services and technical assistance in the area of information systems development and implementation. Described below are just a few of these assignments.

Department of Labor. Mitchell, Titus & Co. is currently engaged as a management consulting subcontractor to provide financial management system technical assistance and training to prime sponsors of Migrant and Seasonal Farmworker Employment and Training Programs, under Title III, Section 303 of the Comprehensive Employment and Training Act (CETA). As a result of the successful completion of a number of assignments under this engagement, the firm was asked to provide similar assistance to prime sponsors of Native American Employment and Training Programs (Title III, Section 301) and to low- and moderate-income housing sponsors receiving funding from DOL. Our work with CETA Title III prime sponsors has made us intimately familiar with DOL grant and contract compliance requirements.

City of New York. Mitchell, Titus & Co. recently completed an assignment to prepare a manual describing the personnel policies and practices, and the credit review, allocation, and processing procedures of the Municipal Credit Union (MCU), an independent organization of City of New York employees. Both manuals were adopted by the MCU, and have been continuously updated by MCU staff, with minimal assistance from our firm.

Manpower Demonstration Research Corporation (MDRC). Mitchell, Titus & Co. has served as MDRC's auditors for a number of years. MDRC is one of DOL's major nongovernmental CETA (Title IV) prime sponsors. The firm was engaged to perform eligibility documentation tests of CETA program participants enrolled under the Youth Incentive Entitlement Pilot Projects (YIEPP) in three states--Colorado, Ohio, and Mississippi. This engagement required deployment of three project management teams of five auditors and systems analysts to selected cities to review and test record-keeping and management information systems of MDRC subcontractors, for compliance with CETA eligibility requirements. The results were reported to MDRC for transmittal to responsible DOL staff.

The Ford Foundation. Two major subsystems in The Ford Foundation's comprehensive management information system were designed, developed, and implemented by two partners of Mitchell, Titus & Co.: the grant management status monitoring system and the international field office financial reporting subsystem. Reports generated by these two subsystems enable senior staff of The Ford Foundation to monitor and evaluate program and administrative operations on a timely basis.

Recruitment and Training Program, Inc. (RTP). This major national not-for-profit organization operates a variety of employment training programs at 25 locations throughout the United States. Mitchell, Titus & Co. provides comprehensive accounting, financial planning, and operational auditing services to RTP, one of the top five nongovernmental CETA prime sponsors. The firm designed and installed a decentralized accounting system for RTP, which permits senior staff to separately monitor the expenditures against budget performance of more than 100 individual program units. The RTP accounting and financial control system's chart of accounts, designed to comply with DOL fiscal requirements, has been adopted by other similar CETA prime sponsors.

I. UNDERSTANDING WORK TO BE PERFORMED

During the past fiscal year (1979-80) ETA's Division of Management Analysis (DMA) has been working on the design of a Unified Management System. In order to identify the information needs of ETA's senior staff--as well as the management-related information needs of key supervisors and managers of key ETA administrative subunits, and to increase the likelihood of successful implementation of UMS, an ETA steering committee has been working for the past year on UMS specifications and requirements.

According to DMA and the ETA/UMS steering committee, the purpose of the UMS is "to establish a useful system which will produce clear direction, realistic plans of action, and clear accountability for results." While UMS, in and of itself, can produce nothing, if well-designed and carefully implemented, UMS can be an important tool for ETA staff at all levels, as they carry out the five basic functions, and their related activities, that make up what is called management work; these basic functions are Planning, Organizing, Staffing, Directing, and Controlling. They are briefly described below:

Function 1. Planning. Determining what work must be done.

1. Defining roles and missions. Determining the nature and scope of the work to be performed.
2. Determining key results areas. Determining where to invest time, energy, and talent.
3. Identifying and specifying performance indicators. Determining measurable factors on which objectives may be set.
4. Selecting and setting objectives. Determining results to be achieved.
5. Preparing action plans. Determining how to achieve specific objectives.
 - Programming. Establishing a sequence of actions to follow in reaching objectives.
 - Scheduling. Establishing time requirements for objectives and action steps.
 - Budgeting. Determining and assigning the resources required to reach objectives.
 - Fixing accountability. Determining who will see to the accomplishment of objectives and action steps.
 - Reviewing and reconciling. Testing and revising a tentative plan, as needed, prior to commitment to action.

Function 1. Planning. Determining what work must be done. (Continued)

6. Policymaking. Establishing rules, regulations, and guidelines.
7. Establishing procedures. Determining consistent and systematic methods of handling work.

Function 2. Organizing. Classifying and dividing the work into manageable units.

1. Structuring. Grouping the work for effective and efficient production.
2. Integrating. Establishing conditions for effective teamwork among organizational units.

Function 3. Staffing. Determining the requirements for and ensuring the availability of personnel to perform the work.

1. Determining personnel needs. Analyzing the work for personnel capabilities required.
2. Selecting personnel. Identifying and appointing people to organizational positions.
3. Developing personnel. Providing opportunities for people to increase their capabilities in line with organizational needs.

Function 4. Directing (leading). Bringing about the human activity required to accomplish objectives.

1. Assigning. Charging individual employees with job responsibilities or specific tasks to be performed.
2. Motivating. Influencing people to perform in a desired manner.
3. Communicating. Achieving effective flow of ideas and information in all desired directions.
4. Coordinating. Achieving harmony of group effort toward the accomplishment of individual and group objectives.

II. UNDERSTANDING OF WORK TO BE PERFORMED (Continued)

Function 5. Controlling. Ensuring the effective accomplishment of objectives.

1. Establishing standards. Devising a gauge of successful performance in achieving objectives.
2. Measuring performance. Assessing actual versus planned performance.
3. Taking corrective action. Bringing about performance improvement toward objectives.

Each of these functions and activities identified above is performed by every supervisor and manager in ETA. The differences are ones of magnitude and frequency.

The biggest variation on proportionate effort is the directing function. The closer the supervisor or manager is to ETA subcontractors (prime sponsors), the larger is the proportion of effort likely to be devoted to the directing function. Conversely, the further away from direct contact with ETA subcontractors, the less time and effort should be devoted to directing and more attention given to other functions, such as planning, organizing, and controlling.

The challenge to DMA, as it seeks to implement UMS, is to convince ETA supervisors and managers, representing a wide variety of interests and missions, that UMS will be worth the effort and energy required for successful implementation of UMS.

Unified Management System Manual

Mitchell, Titus & Co. will assist DMA in this major and important management improvement effort by initially producing with assistance from the DOL printing office a manual explaining the role and function of UMS based on an approved final draft to be supplied by DOL/ETA. Mitchell, Titus & Co. will, during the course of handbook production, serve as liaison with the DOL printing office. The manual will serve three audiences: ETA senior staff and top managers who want a broad conceptual description of how UMS "works," ETA staff responsible for planning, organization, and controlling ETA activities, and UMS users.

Specifically, Mitchell, Titus & Co. will:

1. Edit the Handbook for consistent writing style, accurate spelling, low fog count, general clarity, and consistent format; and create a complete index, glossary, and list of abbreviations used in the Handbook.

The edited Handbook will be reviewed and approved by ETA.

II. UNDERSTANDING OF WORK TO BE PERFORMED (Continued)

Unified Management System Manual (Continued)

Specifically, Mitchell, Titus & Co. will: (Continued)

2. Recommend alternative formats for the Handbook, including tabs, color coding, graphics, cover art, binders, etc., for selection, and approval by ETA.
3. Secure all graphics, tabs, binders, and duplication of materials for the UMS Manual.
4. Serve as liaison between OMA and the DOL printing office during production of the UMS Handbook.
5. Completely assemble 500 UMS Manuals.

ETA/UMS Training Seminar

Mitchell, Titus & Co. will also prepare curriculum and materials appropriate for a one-day experimental "hands on" training seminar on the UMS for ETA staff. The curriculum will stress the advantages of the UMS for ETA staff, and instruct them how to use the UMS reports in the correct way. In preparing the curriculum for the UMS training seminar, Mitchell, Titus & Co. will draw mainly from UMS design and documentation materials prepared by DMA staff.

The training program development model which will be followed can be broken down into seven major steps:

1. Determine and record job information. Job information details how UMS users in ETA must be able to perform. This information must exist in some form in order for the training to be job relevant.
2. Specify the objectives (or requirements) of training. In general, training requirements result from the differences between job performance requirements and trainee capabilities before training.
3. Identify and sequence appropriate units of training. Total training content is subdivided into units, parts, or lessons which can be efficiently taught together. These units should be ordered so as to best support learning.
4. Arrange the material to be taught within each unit in the order that will permit optimal learning. The order or sequence in which material is taught is most significant to effective learning.
5. Select the most effective method to teach each type of material. The method is the manner or technique by which the material is taught, for example, practice or drill, progressive (simple to complex) parts, and presentations.

II. UNDERSTANDING C. WORK TO BE PERFORMED (Continued)

ETA/UMS Training Seminar (Continued)

6. Design appropriate training aids and materials. These include charts, slides, films, simulators, dummy media, and practice media.
7. Specify appropriate proficiency measures and their application within the training sequence. These are simply tests and other evaluative measures to determine the efficiency of training and the degree of learning at different points in the learning session.

The UMS training seminars will be conducted by DMA/ETA staff. It is expected that the DMA/ETA training staff will conduct no fewer than 12 training sessions, which will be attended by 20 trainees per session.

Forms Redesign. In addition to preparing a UMS Manual and developing a UMS training program, Mitchell, Titus & Co. will work closely with DMA staff in redesigning two forms currently used as management tools by ETA planning staff: the Annual Work Plan Form and the Goals and Objectives Form.

Model Quarterly Report. Following the completion of the three tasks outlined above, Mitchell, Titus & Co. will assist DMA staff in the preparation of a model quarterly report, designed for ETA senior staff. This quarterly report, which will draw heavily from the UMS data base, will be used by ETA senior staff to monitor ETA's accomplishment of its major objectives, with particular emphasis on establishing standards, measuring performance, and taking corrective action.

Methodology

The methodology which will be used to complete the four tasks outlined above is straightforward. Information from UMS design documents, operating instructions, DMA memoranda, and any other existing documents describing the processes and functions of UMS will be carefully reviewed. Other sources of information to be reviewed include current reports on existing DOL management information systems, work flowcharts, job descriptions, organization mission statements, reviews, evaluations, etc., regulations, and requirements imposed by the Congress.

It should be noted that this approach may also yield important information about the utility of the UMS, as currently designed. At the end of the engagement DMA staff should be able to answer the following questions:

- Was the current ETA management environment completely explored?
- Have all the information requirements of ETA senior staff been identified?

II. UNDERSTANDING OF WORK TO BE PERFORMED (Continued)

Methodology (Continued)

- Is the estimated time schedule for implementing UMS realistic?
- Have a sufficient number of system design alternatives been explored?
- Did the ETA/UMS steering committee review the use of all actual reports and files in the present management system?
- Were all of the potential UMS users consulted during the study?
Are their comments and suggestions recorded or summarized?

Needless to say, answers to these questions would permit DMA to identify UMS implementation barriers and to prepare UMS system modifications.

Consultation on Implementation

From the understanding of UMS developed during preparation of the Handbook, training seminars, and quarterly report, we will advise and assist ETA with implementation of the Unified Management Systems primarily during the third and fourth quarters of fiscal 1981. The methodology discussed above will be used.

We will recommend refinements to or changes in the components of UMS for inclusion in a revised handbook and prepare the text of the revision for duplication for delivery September 30, 1981.

TIMING AND STAFFING ESTIMATE FOR JOB

	Weeks								Estimated Person Days			
	1	2	3	4	5	6	7	8	Project Manager	Senior Consultant	Staff Consultants	Editor & Graphics Consultants
<u>PROJECT 1</u>												
1. Review UMS, develop index, and obtain approval from OMA for handbook	→								5	5	4	1
2. Pre-edit and type handbook		→							5	1	10	5
3. Layout and graphics preparation			→						2	1	10	4
4. Review final product with OMA prior to production; act as liaison with DOL printing office				→					5	1	10	
5. Finally edit, index, proofread, and assemble handbook					→				5		20	5
6. Design 1-day course						→			1	2	6	1
<u>PROJECT 2</u>												
1. Design quarterly presentations for Senior Staff								(A)	2	5	5	
<u>PROJECT 3</u>												
1. Consult on implementation and strengthening of UMS and recommend changes to handbook								(B)	5	25	15	3
									30	40	80	20

A. Commences immediately upon completion of Project 1 through March 1981.

B. Commences immediately upon completion of Project 2 through September 1981.

III. QUALIFICATIONS OF THE STAFF TO BE ASSIGNED

Mitchell, Titus & Co. prides itself on the professional and educational credentials of its staff. Because of these credentials, we feel that we can assure clients that our engagements are performed by high caliber personnel. You will note from the exhibit below that over half of our professionals are CPA's and more than one-half have advanced degrees. The quality of our staff is a reflection of the quality of the services that we provide. One of the tenets of M/T & Co. is our commitment to quality services.

<u>Staff Classification</u>	<u>Number of Staff</u>	<u>Holders of</u>		
		<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>CPA Cert.</u>
Partners	7	7	5	7
Managers/Supervisors	10	10	7	9
In-Charge Seniors	8	8	5	5
Semi-Senior Accountants	20	20	10	9
Staff Accountants	<u>15</u>	<u>15</u>	<u>8</u>	<u>2</u>
Total	<u>60</u>	<u>60</u>	<u>35</u>	<u>32</u>

Due to the highly technical nature and complexity of the engagement we will be assigning only upper level staff to the project. The key individuals who will be assigned to this engagement are as follows:

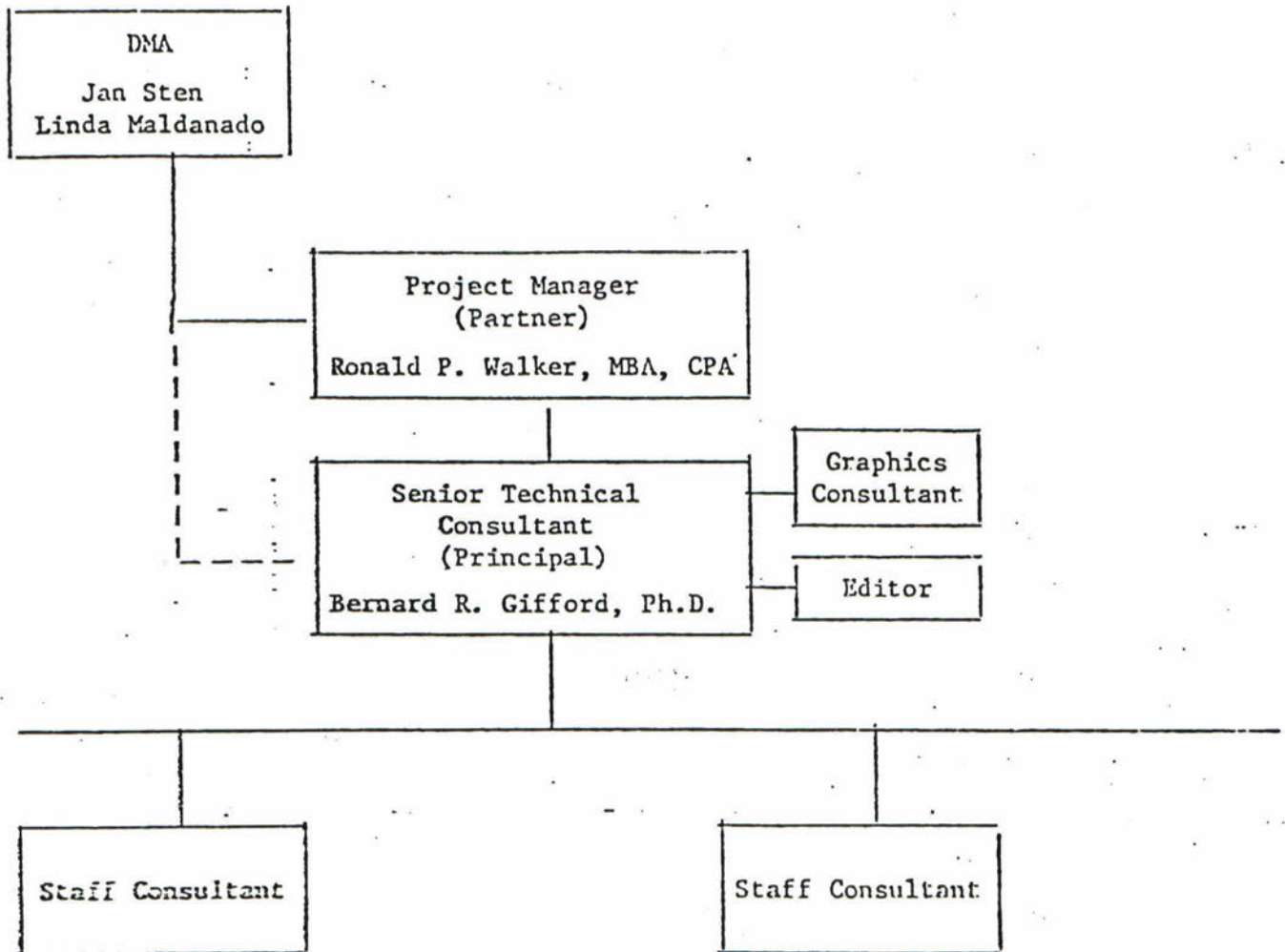
	<u>Classification</u>	<u>Audit Team Title</u>
Ronald P. Walker, MBA, CPA	- Partner	Project Manager
Bernard R. Gifford, Ph.D.	Principal	Senior Technical Consultant
Stephen S. Wolk, CPA	Staff	
	Consultant	Staff Consultant
To be assigned	Staff	
	Consultant	Staff Consultant
Phillip Fried, Ph.D.	Firm Editor	Editor
To be assigned	-	Graphics Consultant

Brief resumes for the above individuals are on the pages that follow. Staff accountants with appropriate experience will be assigned. As will be evident from the resumes, all of the above members have had experience in engagements involving management practices in the public sector.

The project team will be organized and managed in accordance with reporting lines and responsibilities depicted in Exhibit I on the next page.

EXHIBIT I

PROJECT TEAM ORGANIZATION CHART



The duties and responsibilities of the various project team members are as follows:

- Project Manager --is responsible for total control over the completion of the contract and reviews and approves all deliverables. He will coordinate and supervise initial production of the Handbook. He reports directly to DMA concerning all matters regarding project progress and/or problems.
- Senior Technical Consultant--is responsible for the successful completion of all project tasks and deliverables. In addition, he is responsible for all field work subsequent to Handbook completion and ensuring technical quality and accuracy. He reports to DMA on all activities concerning project progress/problems.
- Staff Consultants--report to the Senior Technical Consultant and they are responsible for carrying out the project tasks assigned to them.

- Graphics Consultant--supports and reports to the Senior Technical Consultant in the design and creation of cover art, color coding, graphics, and binding for the Handbook, training materials, and quarterly report presentation.
- Editor--edits all narrative and supervises proofreading and typing of all project deliverables.

EDUCATION:

Undergraduate -

B.S. - Accounting - 1969 - New York University

Graduate -

M.B.A. - Management Information Systems - 1979 - Stanford University

YEARS OF EXPERIENCE - 9

PROFESSIONAL LICENSE:

Certified Public Accountant, District of Columbia and State of New York

PROFESSIONAL AFFILIATIONS:

- Member, American Institute of Certified Public Accountants
- Member, District of Columbia Institute of Certified Public Accountants
- Member, New York State Institute of Certified Public Accountants

GENERAL WORK EXPERIENCE:

Mr. Walker is the partner in charge of the firm's Washington, D. C. office. He has been partner in charge of a wide range of government audit engagements as well as audits of major not-for-profit and commercial entities.

He served as international financial advisor to The Ford Foundation and was senior accountant with a major international accounting firm prior to that. His background includes testing and validation of voluminous financial information generated from large computer-based accounting systems.

He has extensive experience in the audit of construction contracts involved in large scale developments, both commercial and residential. He was also engagement partner in charge of Park Lake Housing Corporation and Greater Centennial Homes, Inc., two HUD-financed not-for-profit sponsored large scale residential developments.

RELEVANT EXPERIENCE

While with the Ford Foundation, the overall management system was reviewed by Mr. Walker with recommendations implemented with respect to the monitoring of grants and fiscal responsibility of grantees.

He has performed a management study of the National Council of Negro Women, Inc. and is currently assisting with the installation of management practices and procedures.

Project Team Title: Senior Technical Consultant

EDUCATION:

Undergraduate -

B.S. - Long Island University - Physics

Graduate -

M.S. - University of Rochester - Bio-Physics

Ph.D. - University of Rochester - Bio-Physics

YEARS OF EXPERIENCE 14

GENERAL WORK EXPERIENCE:

Dr. Gifford is a principal of the firm and is in charge of its Management and Advisory Services Division. Previous to joining Mitchell, Titus & Co. he was resident scholar at the Russell Sage Foundation, Deputy Chancellor/Chief Business Affairs Officer of the New York City Board of Education. Prior to that he was President of the New York City Rand Institute during which time he headed a comprehensive study of the budget and finance requirements for the City of New York during its financial crisis.

He has lectured at various universities including a Visiting Professorship in Public Management Techniques at the Massachusetts Institute of Technology during the 1978-79 academic year. He has written numerous articles on public sector management, measuring productivity in the public sector, and project control and management information systems.

RELEVANT EXPERIENCE:

As former president of a community-based economic development corporation in a major Northeastern U.S. city, Dr. Gifford was responsible for analysis and development of housing plans within over city plans and master plan frameworks. He has also performed analysis and made recommendations to the New York City Board of Estimates regarding financial feasibility of large scale housing projects financed through Federally-funded state and local agencies.

He has advised private sector real estate developers and investors on project design and management techniques.

As Deputy Chancellor of the New York City Board of Education, Dr. Gifford reviewed and documented with the assistance of a national accounting firm the management system and practices of a \$2.5 billion school system. As a result, the school system has enhanced its budgeting and personnel systems and, for the first time, was able to have its financial statements audited by independent Certified Public Accountants.

Phillip Fried, Ph.D.

Project Team Title: Editor

EDUCATION:

Undergraduate -

B.A. - English - Antioch College - 1966

Graduate -

M.F.A. - Writing - University of Iowa - 1968

Ph.D. - English - State University of New York at Stonybrook -

YEARS OF EXPERIENCE - 9

GENERAL WORK EXPERIENCE:

Dr. Fried is the firm editor in charge of its Word Processing center. He is responsible for the review, editing, and proofreading of all reports issued by the firm and supervises a staff of statistical typists, utilizing the Word Processing equipment. He also schedules report production and manages the purchasing function for the Reporting Department.

Dr. Fried is also the publisher of a semiannual magazine on poetry. He has also been an editorial assistant at a literary agency and a publications company. He has had considerable experience in the production of a variety of publications.

EDUCATION:

Undergraduate -

B.A. - Political Science - Ohio University - 1968

Subsequent accounting education - George Washington University,
Benjamin Franklin University, University of Maryland

YEARS OF EXPERIENCE 11

PROFESSIONAL LICENSE:

Certified Public Accountant, State of Maryland

RELEVANT EXPERIENCE:

While at Mitchell, Titus & Co. Mr. Wolk has been responsible for reviewing financial statements of nonprofit recipients of Agency for International Development grants to assure compliance with generally accepted accounting principles as well as AID requirements.

Prior to joining Mitchell, Titus & Co., Mr. Wolk spent five years on the staffs of the Corporation for Public Broadcasting and the Public Broadcasting Service reviewing financial statements and supporting data of public television stations to negotiate cost components of various contracts in the industry.

SECTION II. COST PROPOSAL

MITCHELL, TITUS & CO.
SCHEDULE OF CONTRACT COSTS
UNIFIED MANAGEMENT SYSTEM

Team Level	Billing Rate*		Estimated Days	Total Estimated Cost
	Per Hour	Per Day		
Partner	\$69.75	\$558	30	\$16,740
Senior Consultant	69.75	558	40	22,320
Staff Consultants	42.00	336	80	26,880
Editor	22.00	176	10	<u>1,760</u>
				67,700
Reimbursable out-of-pocket costs:				
Graphics consultant @ \$200 per day			10	2,000
Supplies and materials:				
Handbook				2,500
Training seminar				1,000
Quarterly management meeting				800
Travel expenses:				
20 roundtrips between New York and Washington, D. C. @ \$150				3,000
60 days spent by New York staff in Washington, D. C. or Washington staff in New York @ \$50 per day				<u>3,000</u>
Total Contract Cost				<u><u>\$80,000</u></u>

* These rates include direct salaries, overhead, and profit.

MITCHELL, TITUS & CO.

CALCULATION OF BILLABLE HOURLY RATE

	<u>Average Annual Salaries</u>	<u>Hourly Cost @ 2,080 Hours per Annum</u>	<u>Overhead @ 160%</u>	<u>Total Costs per Hour</u>	<u>Profit at 10%</u>	<u>Billable Hourly Rate</u>
Partners & Principals	\$50,000	\$24.04	\$38.46	\$62.50	\$6.25	\$69.75
Staff Con- sultants	30,000	14.42	23.07	37.49	3.75	41.24
Editor	16,000	7.69	12.30	19.99	1.99	21.98

Mitchell, Titus & Co.
CALCULATION OF BASIS FOR HOURLY BILLING RATE

Total overhead costs (Exhibit D)	\$815,638
Total direct costs - chargeable portion of professional salaries (Exhibit D)	\$509,940
Overhead costs as a percentage of direct salaries = $\$815,638 \div \$509,940$	160%
Therefore in order to recover actual costs billing rate should be equal to:	
Overhead rate of	160%
Direct cost	<u>100%</u>
Total cost as a percentage of direct cost	260%
Add profit margin of 10% of total costs	<u>26%</u>
Total billing rate including profit as a percentage of direct costs	<u><u>286%</u></u>

Mitchell, Titus & Co.
 ALLOCATION OF DIRECT AND INDIRECT COST
 BASED ON COST FOR THE YEAR ENDED
 DECEMBER 31, 1979

	Total Costs	Allowable		Non allowa Cost
		Direct Costs	Indirect Costs	
Salaries:				
Partners	\$240,000	\$151,200	\$88,800	\$ -0
Professional staff	484,500	358,740	125,760	-0
Administrative staff	171,977	-0-	171,977	-0
Computer services	65,772	-0-	65,772	-0
Payroll taxes	69,854	-0-	69,854	-0
Professional development	31,288	-0-	31,288	-0
Travel	32,286	-0-	32,286	-0
Business development	38,465	-0-	-0-	38,465
Rent and Maintenance	51,297	-0-	51,297	-0
Equipment rental	20,642	-0-	20,642	-0
Employee benefits	47,355	-0-	47,355	-0
Insurance	10,439	-0-	10,439	-0
Contributions	8,270	-0-	-0-	8,270
Interest expense	5,574	-0-	-0-	5,574
Other operating expenses	82,451	-0-	82,451	-0
Bad debts	68,111	-0-	-0-	68,111
Local taxes	1,038	-0-	1,038	-0
Depreciation	16,679	-0-	16,679	-0
	<u>\$1,445,992</u>	<u>\$509,940</u>	<u>\$815,638</u>	<u>\$120,42</u>

Mitchell, Titus & Co.
COMPUTATION OF PROFESSIONAL SALARIES
ALLOCABLE TO ADMINISTRATIVE OVERHEAD

Classification	Number of Staff Persons	Average Annual Salaries	Total Salaries For the Year Ended December 31, 1979	Portion of Salaries Administrative and Fringe	
				%	Amount
Partner	6	\$40,000	\$240,000	37	\$38,000
Manager	4	30,000	120,000	30	36,000
Senior accountants	9	24,000	216,000	24	51,840
Junior accountants	8	15,000	120,000	24	28,800
Statistical typists	2	14,250	28,500	32	9,120
			<u>\$724,500</u>		<u>\$214,560</u>

MITCHELL/TITUS & CO.
CERTIFIED PUBLIC ACCOUNTANTS

SCHEDULE OF OTHER OPERATING EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 1979

Miscellaneous	\$1,644
Staff Recruitment Expenses	10,367
Legal Fees	2,059
Publications	5,061
Stationery and Printing	25,928
Postage	2,858
Telephones	25,953
Firm Meetings	<u>8,581</u>
TOTAL	<u>\$82,451</u>

CONTRACT BUDGET SHEET

COST CATEGORIES

A. DIRECT COSTS:

1. Staff salaries/Wages.....\$ 23,707

2. Fringe Benefits for Staff.....\$ *

3. Staff Travel and Per Diem.....\$ 6,000

 a. Travel \$ 3,000

 b. Per Diem \$ 3,000

4. Consultant Fees.....\$ 2,000

5. Consultant Travel and Per Diem.....\$ -0-

 a. Travel \$

 b. Per Diem \$

6. Materials and Supplies.....\$ 4,300

7. Communications:
 (Telephone, Telegraph, Postage).....\$ -0-

8. Supportive Services not covered under
 Items 1 through 7 above (i.e. temporary
 help for field studies, etc.).....\$ -0-

9. Subcontract Costs.....\$ -0-

TOTAL ESTIMATED DIRECT COSTS.....\$

B. INDIRECT COSTS:

1. Overhead at 160 * % of \$ 23,707 ...\$ 37,931
 Dollar Ceiling \$ 30,000

2. General and Administrative at ____ %
 of \$\$ -0-
 Dollar Ceiling \$

TOTAL ESTIMATED INDIRECT COSTS.....\$

C. TOTAL ESTIMATED DIRECT AND INDIRECT COSTS...\$

D. FIXED FEE (IF APPLICABLE) 9.83% of 61,638...\$ 6,062

E. TOTAL ESTIMATED COST INCLUDING FIXED FEE...\$ 80,000

* Fringe benefits are included in the overhead rate of 160%.

SUMMARY - STAFF COSTS

U.S. Department of Labor - Foreign Administration

U. S. DEPARTMENT OF LABOR
EMPLOYMENT & TRAINING ADMINISTRATION

SUMMARY - STAFF COSTS (Cont'd.)

	<u>TOTAL</u>
A-2 Employer's Cost of Fringe Benefits for Staff:	Included in o rate
F.I.C.A. ____ % x \$ _____	\$ _____
Workmen's Compensation ____ % x \$ _____	\$ _____
Health & Welfare Insurance ____ % x \$ _____	\$ _____
Retirement ____ % x \$ _____	\$ _____
Pension ____ % x \$ _____	\$ _____
Other (Specify) _____	\$ _____
	\$ _____
TOTAL - Employer's cost of fringe benefits for staff (budget item A-2).....	\$ _____
A-3 Staff Travel Expenses:	
_____ miles per week x _____ per mile x _____ weeks for use of _____	
to transport staff members on project business.....	\$ 3,000
60 days per diem x \$ 50.00 per day, in lieu of actual costs.....	\$ 3,000
TOTAL - Staff travel expenses (budget item A-3).....	\$ _____

* 20 Washington, D. C.- New York shuttle flights @ \$150.

U. S. DEPARTMENT OF LABOR
EMPLOYMENT & TRAINING ADMINISTRATION

1-1. CONSULTANT FEES

List below all consultant fees that are estimated as necessary for performance of this program/study:

[illegible]

TOTAL - CONSULTANT FEES (budget item 1-4).....\$ 2,000

3. Department of Labor - EMPLOYMENT & TRAINING ADMINISTRATION

EXHIBIT A of 6 pages

U. S. DEPARTMENT OF LABOR
EMPLOYMENT & TRAINING ADMINISTRATION

A-6 COMMUNICATIONS

List below all communications costs that
are estimated as necessary for performance
of this program/study:

a. Telephones:

Base rate \$ _____ per month for _____ months \$ _____
Toll Calls \$ _____ per month for _____ months
based on average of _____ calls per month \$ _____
TOTAL.....\$ _____

b. Telegraphs:

Telegrams \$ _____ per month for _____ months
based on average of _____ telegrams per month \$ _____

c. Postage:

Postage \$ _____ per month for _____ months
based on average of _____ letters/reports
per month \$ _____

TOTAL - COMMUNICATIONS (budget item A-6).....\$ _____

U. S. DEPARTMENT OF LABOR
EMPLOYMENT & TRAINING ADMINISTRATION

A-7 SUPPORTIVE SERVICES

List below other services not supplied by staff which are a cost to the program/study on a flat rate basis and show method of calculation:

<u>TYPE OF SERVICE</u>	<u>FURNISHED BY</u>	<u>FLAT RATE CALCULATION</u>	<u>TOTAL</u>
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL - SUPPORTIVE SERVICES (budget item A-7).....\$ _____

A-8 SUBCONTRACT COSTS

List below all subcontractor costs that are estimated as necessary for performance of this program/study: (All proposed subcontract costs in excess of \$5,000 shall be submitted)

<u>Name of Subcontractor</u>	<u>Estimated Amount of Subcontract</u>	<u>Type of Services or Material Subcontracted</u>	<u>TOTAL</u>
_____	\$ _____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL - SUBCONTRACT COSTS (budget item A-8).....\$ _____

TOTAL - DIRECT COSTS (Section A).....\$ _____

U. S. DEPARTMENT OF LABOR
EMPLOYMENT & TRAINING ADMINISTRATION

B. INDIRECT COSTS

List below the indirect costs that are estimated as applicable for performance of this program/study:

If indirect costs are included, the offeror must attach a statement setting forth the proposed method of apportioning such costs (INDIRECT COST POOL) between this study and other activities of the offeror. The statement should also set forth the proposed provisional overhead or general and administrative rate, the basis for same, and whether or not this proposed rate is the latest recommended rate for the offeror on Government Contracts and the name of the Government Agency which approved the rate.

ANY RATES ACCEPTED AS PART OF THE PROPOSAL WILL BE PROVISIONAL RATES ONLY AND THE RESULTING CONTRACT WILL INCLUDE A NEGOTIATED OVERHEAD RATE CLAUSE IN ACCORDANCE WITH FEDERAL PROCUREMENT REGULATIONS 1-3.704-1.

1. Overhead at 160 % of 23,707
(Insert base)
of \$ _____ \$ 37,931

2. General and Administrative at _____ % of
_____ of \$ _____
(Insert base)

TOTAL INDIRECT COSTS, Section B.....\$ _____

C. TOTAL ESTIMATED DIRECT AND INDIRECT COSTS.....\$ _____

D. Fixed Fee.....\$ _____

E. TOTAL ESTIMATED COST INCLUDING FIXED FEE.....\$ _____

CASE : 20307

REQ. NO. 7700-80-40511

SUBJECT: CONTRACT STATUS REPORT

CONTACT: LILLIE WATTS - 8-326-7161

PER MS LILLIE WATTS. 9/10/80 @ 11:20 A.M. - AGENCY
IS AWAITING CONTRACTOR'S PRICE PROPOSAL WHICH IS EXPECTED
THIS WEEK. AFTER RECEIPT, NEGOTIATIONS SHOULD BEGIN
RIGHT AWAY AND IS EXPECTED TO BE COMPLETED BEFORE
THE END OF THIS FISCAL YEAR

Sam Brown

PER MS WATTS 9/24/80 @ 1:15



U. S. SMALL BUSINESS ADMINISTRATION
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

OFFICE OF THE REGIONAL ADMINISTRATOR

August 26, 1980

Mr. Lamond Godwin, Administrator
Office of National Programs
U.S. Department of Labor
Employment and Training Administration
Washington, D.C. 20213

Re: Development of Unified Management System Handbook

Dear: Mr. Godwin

This is response to your letter dated July 28, 1980 wherein you offered subject requirement to this office for 8(a) contracting.

In this regard, please be advised that Mitchell Titus and Company is the proposed 8(a) contractor for this procurement. Negotiations will be in accordance with FAR 1-1.713 and pursuant to 15 USC 637(a).

You are authorized to conduct negotiations with Mitchell Titus & Co. and transmit a memo of these negotiations to Mr. Michael McHale, Contract Negotiator, SBA, 26 Federal Plaza, NYRO, New York, N.Y. 10278, telephone (212)264-9480. This memo should be signed and dated and state that the price is fair and reasonable to the Government. In addition, please submit the following document:

1. Copies of the prime & 8(a) subcontracts.
2. A copy of the RFP issued to the 8(a) concern.
3. A signed & dated technical & cost proposal from the 8(a) concern.

Any agreements which might be reached as the result of procuring agency negotiations must be approved by an authorized representative of SBA.

Sincerely,

Edric C. Rose
Assistant Regional Administrator
for Minority Small Business/COD

Phy 411

U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING ADMINISTRATION
WASHINGTON, D.C. 20213



JUL 28 1980

BS
71

Small Business Administration
Office of Business Development
Suite 616
1441 L Street, N.W.
Washington, D. C. 20416

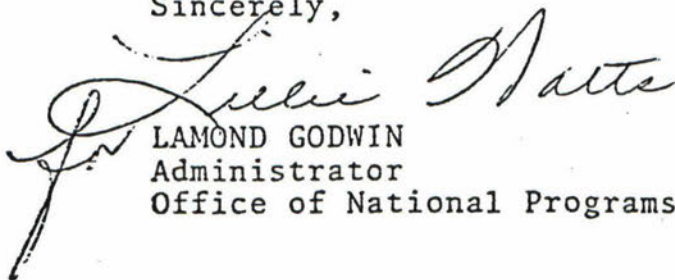
Dear Mr. Marriott

Enclosed is a copy of the Work Statement for a 8(a)
procurement - Provide technical support to development of Unified
Management System Handbook
The sum of \$ 80,000.00 has been set aside for this
procurement. We would like to conduct exploratory
talks with the following firm(s):

Mitchel, Titus & Company
1825 K Street, N. W.
Washington, D. C. 20006

Public solicitation for this procurement has not
been made.

Sincerely,


LAMOND GODWIN
Administrator
Office of National Programs

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

RECEIVED
AUG - 8 1980

MSB/COD
SBA DISTRICT OFFICE
NEW YORK

Re: Berkeley S. Boyd
Att: Director, Office of Program Acquisition
Subj: Requirement Offering Package

To: Assistant Regional Administrator for MSB/COD - Region II
ATTN: Ed Rose

The DOL
has offered a requirement entitled:
"Provide Technical Support to Development of Unified
Management System Handbook"

in the estimated amount of \$ 80,000

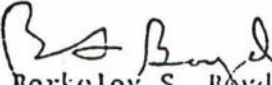
The recommended S(a) firm is Michel, Titus & Company
With this offering, the aggregate support furnished during FY 1980 now
amounts to \$ _____.

The enclosed requirement package is submitted for your processing. If
sufficient material is not included in the package, please communicate
directly with the procuring agency's representative.

Please furnish the undersigned with a copy of your requirement letter to
the agency within five (5) days of receipt.

The following National Buy Requirement Number is assigned:

7700-80- 4054


Berkeley S. Boyd
Director

Office of Program Acquisition

Enclosure

IMPACT STATEMENT

REQUIREMENT # 77(m)-80-4054

Impact review has been conducted and results of said review indicate that the requirement in question:

- a. Is not an excessive amount, whether considered individually or collectively, in relation to the total purchases of like or similar products or services provided by the Federal Government.
- b. Has not been issued previously by public solicitation under a small business set-aside.
- c. Could not reasonably be expected to be won by a disadvantaged firm under normal competitive conditions.
- d. Will not cause any other small firm to suffer major hardship if award is made to SEA pursuant to Section 8(a) of the Small Business Act.

Anita L. Brownstein
BUSINESS DEVELOPMENT, SPECIALIST

8/11/80
DATE

SELECTION MEMORANDUM

Pursuant to SOP and Agency Regulations the undersigned has thoroughly reviewed the capabilities of available approved 8(a) concerns which appear to be qualified to perform subject requirement and as a result of said review W. H. Hall has been selected, based on the following:

- | | <u>YES</u> | <u>NO</u> |
|--|-------------------------------------|-------------------------------------|
| (1) Technical capability, including ability to perform, organization, experience, technical knowledge, skills, "know-how," technical equipment and facilities. | ☒ | ☐ |
| (2) Financial capacity including the availability of adequate financial resources or ability to obtain such resources as required. | ☒ | ☐ |
| (3) Ability to comply with the required delivery or performance schedule. | ☒ | ☐ |
| (4) Ability to obtain any necessary bonding. | ☒ | ☐ |
| (5) Applicable geographic limitations. | ☒ | ☐ |
| (6) Need for the requirement to further the development objectives of the approved business plan of the available concern. | ☒ | ☐ |
| (7) Overall likelihood of successful performance of the proposed requirement by the available concern. | ☒ | ☐ |
| (8) Firm has been recommended by procurement activity and/or Central Office. | ☒ | ☐ |
| (9) Advance Payments are anticipated. | ☐ | ☒ |
| (10) EDE is anticipated. | ☐ | ☒ |
| (11) Other _____ | ☐ | ☐ |
| _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |

Q. F. I. Brownstein 8/14/80
Business Development Specialist Date



U.S. SMALL BUSINESS ADMINISTRATION
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

OFFICE OF THE DISTRICT DIRECTOR

August 14, 1980

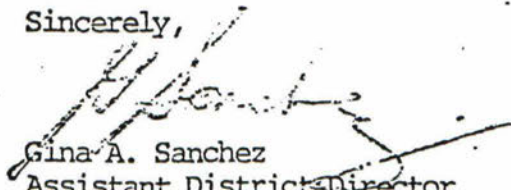
Mr. Lamond Godwin, Administrator
Office of National Programs
U.S. Department of Labor, Employment,
and Training Administration
Washington, D.C. 20213

Dear Mr. Godwin:

Pursuant to Section 8(a) of the Small Business Act (15 USC 637(a)), and in accordance with FAR 1-1.713, the Small Business Administration (SBA) desires to enter into a contract with the U.S. Department of Labor to provide technical support to development of Unified Management System Handbook. Coordination of this request has been effected through Berkeley Boyd. The estimated value of the procurement is \$80,000. This request is in support of an approved business plan of Mitchell Titus & Co.

It is respectfully requested that your agency reserve the above-pending procurement for negotiations of a Section 8(a) award to SBA. Please advise Berkeley Boyd, Chief, Program Acquisition Division, Small Business Administration, 1441 L Street, N.W., Washington, D.C. 20416, and David Hyman, Chief, Contract Negotiation Branch, SBA New York Regional Office, tel: (212) 264-9480, who will handle the negotiations for SBA, of your approval or declination of the request. Written certification as to SBA's competency to perform the contract will be supplied by SBA when negotiations have been concluded.

Sincerely,


Gina A. Sanchez
Assistant District Director
Minority Small Business and
Capital Ownership Development

mike



U.S. SMALL BUSINESS ADMINISTRATION
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10007

OFFICE OF THE DISTRICT DIRECTOR

DATE: 8/14/80
APPLY TO: Business Development Section
ATTN OF:
SUBJECT: Procurement Package

TO: Contract Negotiating Section

REQUIREMENT STATEMENT

CASE NUMBER 20307 REQUIREMENT NUMBER 7700-80-4054
FIRM'S NAME Mitchell Titus & Co.
CONTACT & PHONE NUMBER Best Mitchell 1-647-7777
FIRM'S ADDRESS 2 Park Avenue NYC 10014
TYPE OF BUSINESS MANUFACTURING () SERVICE ☒ CONSTRUCTION ()
REQUIREMENT DESCRIPTION provide technical support to
development of Unified Management
System Handbook
PROCURING AGENCY DOL
CONTACT & NO. 111 W. 4th / ~~Sanford~~ Sanford Conn (8) 376
ESTIMATES VALUES \$ 80,000 (8) 376
6745

Attached please find:

- ☒ (1) Offering letter
- ☒ (2) Selection memo
- ☒ (3) Impact statement
- ☒ (4) Acceptance letter
- ☒ (5) RFP 57.1 work
- ☐ (6) Other

Ante L. Rasmussen
Business Development Specialist

8/14/80
Rite

CONTRACTOR STATEMENT OF WORK

General Description - Project #1. Contractor will provide support to ETA staff in development of a Handbook explaining the Unified Management System (UMS), as well as preparation of training to introduce the Handbook. Finished product will be contained in a 3-ring binder, in order to accommodate inevitable changes and revisions over the next year. The Handbook is intended to be concise (under 100 pages), clearly written, with procedures spelled out in simple, step-by-step fashion, illustrated by appropriate graphics, charts, and examples of the "wrong" and "right" ways to fill out the forms. The Handbook will serve two audiences: ETA managers and staff who want a broad conceptual description of how and why the UMS works, and the staff people who plan and complete the work of the planning and review processes.

Product Deadline. 500 completed assembled Handbooks are due to ETA not later than October 31, 1980. Training materials and visual aids are due to ETA not later than November 5, 1980.

Specific Tasks

1. Write the UMS Handbook, based on detailed outline of contents and first written draft to be supplied by DOL/ETA. Write such supplementary revisions as may be necessary to complete the final product. Edit the Handbook for consistent writing style, accurate spelling, low fog count, general clarity, and consistent format. Create a complete index, glossary and list of abbreviations used in the Handbook.

All drafts and revisions will be reviewed and approved by ETA.

2. Redesign two forms in current use so that they reflect desired changes (Annual Work Plan form and Goals and Objectives form).
3. Recommend alternative formats for Handbook, including tabs, color coding, graphics, cover art, binders, etc., for selection and approval by ETA.
4. Secure all graphics, tabs, binders, and duplication of materials for the U.M.S. Handbook.
5. Completely assemble all Handbooks.
6. Do all typing, proofreading and duplication of interim drafts and final product.
7. Design 1-day experiential, "hands on" training on the UMS Handbook for ETA staff, focusing on activities that require participants to use the Manual completely. Training will be conducted by ETA staff. Execute all graphics and support materials for use in training sessions.

Approximate number of sessions: 12

Estimated number of trainees per session: 20

Estimated beginning date for training: November 10, 1980

Deliverables: Written drafts, final draft, camera ready copy and graphics for approval prior to duplication, assembled complete Handbooks.

General Description-Project #2. Contractor will assist ETA to develop an effective presentation for Quarterly Reports.

Product Deadline: 1st Quarter Report Presentation for FY '81 will be due March 1, 1981.

Specific Tasks

1. Design the overall approach and specific elements of an oral and visual presentation by Division of Management Analysis (DMA) each FY quarter to ETA Senior Staff, the purpose of which is to display performance progress for each ETA component and thereby help program administrators to re-evaluate their plans, if necessary. Currently, ETA prepares a Quarterly Progress Report on achievement of goals, a document about $\frac{1}{4}$ " thick. Copies of the report are transmitted to each National Office component Administrator, but are not apparently utilized by these Managers.

This will require the Contractor to plan how performance data can be analyzed, packaged and presented for greatest impact on the Administrators.

DOL/ETA will arrange access to resource people within ETA as needed.

2. Design and complete graphics and other support materials needed for the prototype oral presentation in March 1981. The design of the packaging is expected to be the same for each quarter, although the statistics and content of the performance results will clearly change.

11/9/81

4 pages G5

12/9/81

2 pages letter

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview November 6, 1981

On the afternoon of November 6, 1981, I interviewed CHARLES SINCLAIR BROWN, Counsel for Special Legal Services, Office of the Solicitor, U.S. Department of Labor in the office of SETH ZINMAN, Room N2428, Francis Perkins Building, U.S. Dept. of Labor, 200 Constitution Ave., N.W., Washington, DC 20010, in Mr. ZINMAN's presence.

Mr. BROWN was shown former Assistant Secretary ERNEST GREEN's 1979, 1980, and 1981 Financial Disclosure Reports.

Mr. BROWN said he had personally reviewed ERNEST G. GREEN's 1981 Financial Disclosure Report. He said that as is indicated by the notation "(C. BROWN 3/9/81)" on the validation of assets portion of Schedule A of the report, he telephoned Mr. GREEN on 3/9/81, and questioned him concerning his method of and value of the property shown. Mr. BROWN said he did not ask and Mr. GREEN offered nothing concerning liabilities, Schedule D on the report or anything else. Mr. BROWN noted the only liability listed on that form was a "6/79, 10 3/4%," 4 year promisory note to the Amalgamated Bank, New York. Mr. BROWN said Mr. GREEN did not list and did not volunteer any information concerning monies owed a BERT N. MITCHELL or anyone else.

Mr. BROWN reviewed Mr. GREEN's 1979 and 1980 reports and noted the only liability ever listed by Mr. GREEN was to the Amalgamated Bank in New York. Mr. BROWN said he never contacted Mr. GREEN concerning nor was never made aware of or had the occassion to discuss with Mr. GREEN any indebtedness to a BERT N. MITCHELL or anyone else including a November 1979 \$10,000 "loan" and an August 1980 \$6,000 "loan" purportedly made by Mr. MITCHELL to Mr. GREEN.

Mr. BROWN said that in 1979, 1980, and 1981 after he reviewed and, when appropriate, questioned or was otherwise in contact with a reporting individual, the reports were forwarded to the agency ethics official for certification. Mr. BROWN said that for example, he forwarded Mr. GREEN's 1981 Report to Mr. ZINMAN who was at the time the Agency Ethics Official for the Department of Labor.

Date Dictated 11-13-81

By William E. Zleit, RSAC

Date Transcribed 11-16-81

At Washington, DC

File No. 30-0528-0002
OI-0524-0001

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview November 6, 1981

On the afternoon of November 6, 1981, I interviewed SETH D. ZINMAN, Associate Solicitor, Division of Legislation and Legal Counsel, in his office, Room N 2428, Francis Perkins Building, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, DC.

Mr. ZINMAN said that the Department of Labor's Solicitor is currently the Agency Ethics Official for the Department of Labor and he is the alternate Agency Ethics Official. Mr. ZINMAN said that in February and March 1981, he was the Acting Agency Ethics Official for the Department. During the period 1979 through 1980, CARIN ANN CLAUSS, who was then the Solicitor, was the Agency Ethics Official.

Mr. ZINMAN said that in 1979 and 1980 his office received and processed Financial Disclosure Reports (SF-278) required by the Ethics in Government Act of 1978, Public Law 95-521 from Senior Labor Department officials. Mr. ZINMAN said that if an entry or a portion of a particular report appeared incomplete or unclear, he or most usually a member of his staff, would contact the reporting individual for more detail. On other occasions he or a member of his staff gave some reporting individuals instruction and guidance concerning divestiture of stock and other holdings reported. In 1979 and 1980 after the reports were reviewed and processed by his office, they were forwarded to the Solicitor, CARIN ANN CLAUSS for her signature as the Agency Ethics Official.

Mr. ZINMAN was shown ERNEST G. GREEN's February 20, 1981 Financial Disclosure Report. Mr. ZINMAN acknowledged he signed that report as the designated Department of Labor Agency Ethics Official on March 11, 1981. Mr. ZINMAN said he had no conversation with Mr. GREEN concerning that report prior to certifying it.

Mr. ZINMAN said that although he was acquainted with Mr. GREEN, while GREEN served as the Assistant Secretary for the Employment and Training Administration, 1977-1981, and was in personal contact with him on occasion, he could not recall ever discussing GREEN's Financial Disclosure Reports or related financial matters with him. He said he did recall general conversation with members of his staff in 1979-1980 to the effect that Mr. GREEN's reports were relatively very simple, disclosed few financial interests and correspondingly required few, if any, questions and were therefore easily reviewed.

Date Dictated 11-13-81

By William E. Zleit, RSAC

Date Transcribed 11-16-81

At Washington, DC

File No. 30-0528-0002
OI-0524-0001

Mr. ZINMAN said he never discussed with Mr. GREEN any liability for loan or loans Mr. GREEN might have received from a BERT N. MITCHELL, nor did he recall anyone on behalf of Mr. GREEN or in connection with a review of Mr. GREEN's reports ever discussing any monies owed a BERT N. MITCHELL by Mr. GREEN. Mr. ZINMAN noted that the only liability listed on Mr. GREEN's reports was one to the Amalgamated Bank of New York, New York.

MR. ZINMAN suggested Mr. CHARLES S. BROWN of his office be interviewed concerning his review of Mr. GREEN's reports during the period 1979-1981.

NOV 10 1980

MEMORANDUM OF NEGOTIATIONS

Subject: Exploratory, Negotiations and Award Recommendation - Provide Technical Support in the Development of a Unified Management System Handbook.

Contractor: Mitchell/Titus and Company
2 Park Avenue
New York, New York 10278

Exploratory discussions were conducted with the subject 8(a) contractor which reflected a high degree of capability in the area of assistance required

Based upon the above satisfactory discussions relative to the Department of Labor Statement of Work, the Mitchell/Titus & Co. was requested to furnish both a formal technical and cost proposal.

Mitchell/Titus & Co. furnished the proposals in a timely fashion, and the proposals were reviewed and evaluated in conjunction with Department of Labor Program Officials and Small Business Specialist.

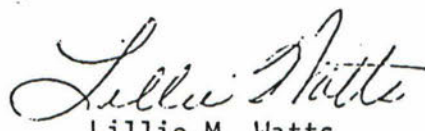
The Department of Labor rating panel stated that Mitchell/Titus & Co. technical proposal ranked high and fully displayed the qualifications to accomplish the proposed tasks.

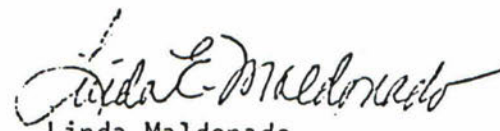
The Department of Labor determined that Mitchell/Titus & Co. be awarded a cost-reimbursable (Time & Materials) type-contract in the estimated amount of \$80,000.00. The rates outlined in the contract includes related clerical support, overhead and profit. The Contractor will not receive any mark-up on travel and per diem, consultants, or any other expenses.

Legal review is not required within the Department of Labor, ETA for 8(a) requirements.

Using the general criteria set forth in FPR 1-1.1204, I hereby determine that the above-named contractor is responsible and has the necessary capability of performing the tasks and meeting its responsibility under the contract.


Contracting Officer
Office of National Programs


Lillie M. Watts
Contract Specialist
ONP


Linda Maldonado
Federal Representative

1. DATE DOCUMENT PREPARED
(Month, Day, Year)
7-11-80

U.S. DEPARTMENT OF LABOR
Employment and Training Administration
PROCUREMENT ACTION REQUEST

Lillie
2. OFFICE SYMBOL, DOCUMENT NO., AND
FISCAL YEAR INITIATED

3. TO:
Office of National Programs
Procurement Action Request Control Unit

4. FROM:
OAM/Office of Comptroller/
Division of Management Analysis

5. REQUIREMENT (Identify the procurement action by specific program and project title.) SOLE SOURCE JUSTIFICATION MUST BE
APPROVED AND ATTACHED. (See DLMS 2, Section 830)

a. TYPE OF ACTION
☒ New Procurement
☐ Modification to Contract/Grant - 16
NO.

b. NAME OF PROGRAM OFFICIAL TO BE CONTACTED AND
TELEPHONE NUMBER
Linda Maldonado *Jem* x66394
Hope Etienne x67993

c. NAME OF CONTRACTOR/GRANTEE
SEA 8(a)

d. NUMBER OF
ENROLLMENT OP-
PORTUNITIES
e. INDICATE ACTION OFFICE
National Office REGION

1. DESCRIPTION OF PROJECT
Technical support to development of Unified Management System
Handbook.
1. Writing, editing, proofreading, typing, duplication
2. Graphics design and execution
3. Securing binders
4. Developing training design and materials
5. Development of presentation package of quarterly performance
progress.
Ken Shick
1725 K St. N.W.
20006
293-5713
94-109-3824
SNPA-80-42-8 P.R.#

6. ENTER DOLLAR AMOUNTS $\longrightarrow$ Total dollar estimate deemed necessary
\$ 80,000

7. TYPE NAME AND SIGNATURE (Initiating Program Official)
T.C. Komarek
Tom Komarek

8. TYPE NAME AND SIGNATURE (Program Administrator)
T. James Walker
T. James Walker

9. PROGRAM ACTIVITY (Specify)
Line 42--Special TA Activities

10. FUNDING SOURCE (Program requirement by Act, Title, Section)
CETA Title III - SNPA

11. IS PROGRAM/PROJECT INCLUDED IN ASSISTANT SECRETARY FOR EMPLOYMENT & TRAINING APPROVED PROJECT PLAN?
☐ YES ☐ NO IF "YES", ENTER PROJECT AMOUNT. \$

ONP PROCUREMENT ACTION REQUEST
CONTROL UNIT USE ONLY $\longrightarrow$

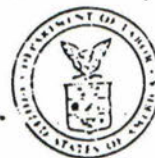
FISCAL YEAR OF FUNDS
1074-M-(STAA)- 916

DOLLARS CURRENTLY AVAILABLE IN
PROGRAM ACCOUNT
\$ 37 000 *SD*

FINAL PROGRAM APPROVAL AND COMMITMENT OF FUNDS
12. ON BEHALF OF ASSISTANT SECRETARY FOR EMPLOYMENT & TRAINING (Administrator, ONP's signature) DATE (Mo., Day, Yr.)
Charles B. Drapp 7/22/80
(Form NA 3-81)

U.S. Department of Labor

Employment and Training Administration
601 D Street, N.W.
Washington, D.C. 20213



MEMORANDUM FOR: T. JAMES WALKER
T.C. KOMAREK
FROM: *[Signature]* JAN STEN
SUBJECT: 8(a) Contractor Support for UMS Handbook Development

As you know, we are planning to make use of 8(a) contractor support via Title III funding to assist us in completing the UMS Handbook. The name of the firm we would like to bring on board is:

Mitchell, Titus and Company
Certified Public Accountants
1825 K Street, N.W.
Washington, D.C. 20006

Attached please find the Procurement Action Request for your signature to obligate funds for this project, and the Statement of Work for the Contractor. Based on conversations with the Division of Contracting Services, we estimate that the contractor will probably not be on board till mid to late August, due to SBA procedures.

Linda Maldonado will be supervising the contractor's work during the project. If there are any questions, please call her or Hope Etienne on x67993.

Attachments

CONTRACTOR STATEMENT OF WORK

General Description - Project #1. Contractor will provide support to the staff in development of a Handbook explaining the Unified Management System (UMS), as well as preparation of training materials for the Handbook. Finished product will be contained in a 3-ring binder, to allow for immediate inevitable changes and revisions over the next year. The Handbook is intended to be concise (under 100 pages), clearly written, with procedures spelled out in simple, step-by-step fashion, illustrated by appropriate graphics, charts, and examples of the "wrong" and "right" ways to fill out the forms. The Handbook will serve two audiences: ETA managers and staff who want a broad conceptual description of how and why the UMS works, and the staff people who plan and complete the work of the planning and review processes.

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3. Recommend alternative formats for Handbook, including tabs, color coding, graphics, cover art, binders, etc., for selection and approval by ETA.
4. Secure all graphics, tabs, binders, and duplication of materials for the U.M.S. Handbook.
5. Completely assemble all Handbooks.
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Estimated number of trainees per session: 20

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2. Design and complete graphics and other support materials needed for the prototype oral presentation in March 1981. The design of the packaging is expected to be the same for each quarter, although the statistics and content of the performance results will clearly change.

1971, Aug. 19/3

1. The fee is \$1.00 (1.00)
☐ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$1.00
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mitchell, Titus & Company
2 Park Avenue
New York, NY 10016

3. ARTICLE DESCRIPTION:
REGISTERED NO. 616395

4. I have received the article described above.
SIGNATURE ☐ Addressee ☒ Authorized agent
[Signature]

5. DATE OF DELIVERY
8-31

6. ADDRESS (Complete only if requested)

7. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

616395

Mitchell, Titus
N.Y. - N.Y.

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1971, Aug. 19/3

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$1.00
(CONSULT POSTMASTER FOR FEES)

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Mitchell, Titus and Company
2 Park Avenue
New York, NY 10016

3. ARTICLE DESCRIPTION:
REGISTERED NO. 616395 CERTIFIED NO. 1 INSURED NO. 1

4. I have received the article described above.
SIGNATURE ☐ Addressee ☒ Authorized agent
[Signature]

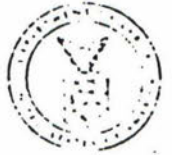
5. DATE OF DELIVERY
8-31

6. ADDRESS (Complete only if requested)

7. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

U.S. POSTAL SERVICE



TRPC/A. HOUSTON
(202) 376-7144

APR 6 1981

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

616 395

616-412

Mitchell, Titus & Company
2 Park Avenue
New York, NY 10016

Gentlemen:

1. Effective Date of Termination. This letter will confirm the Government's telegram to you dated March 31, 1981, terminating your Contract No. 99-1-2821-08-16 (hereinafter referred to as "the contract") for the convenience of the Government, in accordance with the clause thereof entitled "Termination for Default or for Convenience of the Government." Such termination is effective on the date and in the manner stated in the telegram referenced above.

2. Cessation of Work and Notification to Immediate Subcontractors.

(a) You shall stop all work and place no further orders in connection with the contract, except (1) to the extent necessary to perform any portion thereof not terminated by this Notice, or (2) to the extent that you may wish to retain and continue any work in process for your own account, or (3) to the extent the Contracting Officer authorizes you to continue work in process for reasons of safety, or otherwise to prevent undue loss to the Government. [If you believe the authorization referred to in paragraph 2(a)(3) is necessary or advisable, you shall immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.] You shall keep adequate records of your compliance with this paragraph 2(a) showing (i) the date you received your Notice of Termination, (ii) the effective date of such termination, and (iii) the extent of completion of performance on such effective date.

(b) You shall give notice of termination to each of your immediate subcontractors (including suppliers) who will be affected by the termination of your contract. In such notice you shall (1) give him the number of your contract with the Government; (2) state that it has been terminated (or terminated in part, if that is the case) for the convenience of the Government; (3) give him the name and address of the Contracting Officer;

(4) instruct him to stop all work, to make no further shipments, to place no more orders, and to terminate all subcontracts under this contract with you (subject to the same exceptions stated in paragraph 2(a)); (5) direct him to submit his settlement proposal promptly in order to expedite settlement; and (6) request him to give similar notice and instructions to his immediate subcontractors.

(c) You shall notify the Contracting Officer of any pending legal proceedings which relate to any subcontracts or purchase orders under the terminated contract or which have resulted in or which are intended to result in a lien or encumbrance on any termination inventory other than termination inventory you propose and are authorized to purchase, retain, or dispose of. The Contracting Officer shall also be promptly notified of any such proceedings brought after receipt of this Notice.

(d) You shall submit your settlement proposal and take such other actions as may be required by the Contracting Officer or under the termination term contained in your contract. You will invoice acceptable completed services under the contract in the usual way and not include them in your settlement proposal. Attached are the standard closeout forms which are acceptable as your settlement proposal. Please submit the completed proposal on or before the 90th day of receipt of this letter.

3. Termination Inventory. In connection with settlement of your claim it will be necessary to establish that all your termination inventory and that of your subcontractors has been properly accounted for. For detailed information, see Subpart 1-8.5 of the Federal Procurement Regulations (41 CFR 1-8.5).

4. Settlements with Subcontractors. You remain liable to your subcontractors and suppliers for claims arising by reason of the termination of their subcontracts or orders. You are requested to settle such termination claims as promptly as possible. For purposes of reimbursement by the Government, such settlements will be governed by the provisions of Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8).

5. Office in Charge of Settlement. The Office named below will be in charge of the settlement of your claim. As to any matters not covered by this Notice, you should consult the Office named below.

Richard K. Murphy
Contracting Officer
Office of Contracting Services
Office of National Programs
601 D Street, N.W., Room 6328
Washington, D.C. 20213

6. Acknowledgment of Receipt of Notice. Please acknowledge receipt of this notice as shown below.

Sincerely

WILLIAM J. KACVINSKY
Acting Administrator
Office of National Programs

ACKNOWLEDGEMENT OF NOTICE

The undersigned hereby acknowledges
receipt of a signed copy of the foregoing
Notice on _____, 1981.

(Name of Contractor)

By _____

(Title)

Attachments

MA FILE COPY		
Symbol	Initials	Date
WPC	<i>[Signature]</i>	4-28-81
	<i>[Signature]</i>	

3/10/81 dictated 3/11/81
OI-0524-0001
By David R. Coffman
Washington D.C.

TED GOLDBERG Director, Office of Grants and Procurement Policy (OASAM) was interviewed at his office, room S-1323, Francis Perkins Building, telephone, 523-9174 on the above date, he was advised that I was conducting an official investigation into the awarding of certain contracts and grants by the Employment and Training Administration.

In response to question he stated:

The Department of Labor manual series Chapter 2 section 830 deals with the requirements of the Department's Procurement Management. Policy requires that agencies submit advance Procurement Plans which includes all types of contracts they intend to let during a given fiscal year. He explained that this covers such contracting as sole source, 8a, and contracts which are to be bid. Upon receipt of this document MR. GOLDBERG reviews the plan and determines if there are any initial problems. A copy of this plan is then forwarded to the Department's Budget Office so that they may establish quarterly allotments to the respective agencies providing funds in accordance with the Procurement Plan.

Department policy requires that at least 60 days prior to procurement Requests for Sole Source contracts the requesting agency supply MR. GOLDBERG's Office with an explanation as to why the contract can't be bid. He stated that although this is policy most agencies are unable to meet the time requirements and often submit the documents only a few weeks prior to the need.

After he examines the requests for sole source he forwards it to the Procurement Review Board which is made up of the Department's Comptroller, MR. REISE, BOB DAVIS, The Deputy Assistant Secretary for Administration and Management, and Associate Solicitor, PAUL MYERSON. MR. GOLDBERG also attends meetings as a non-voting member. Upon completion of their review the Board reaches a decision as to whether sole source procurement is appropriate or not. Their recommendation is forwarded to OASAM Assistant Secretary, AL ZUCK. MR. ZUCK then approves or disapproves the request.

The function performed by the Procurement Review Board is essentially one of checks and balances designed to avoid abuse of sole source contracting.

ETA has three principal areas that are exceptions to the requirements for sole source procurement. The first area deals with Grants and awards that are made to State and local Governments. In addition, programs designed to benefit Indian Groups are also exempted. The third area, "demonstrated effectiveness" causes the most significant problem in terms of sole source contracting.

The demonstrated effectiveness exclusion from sole source contracting was written in the 1978 CETA Act. It basically has been interpreted to mean that community based organizations (CBO) which have had past contracts with the Department have successfully administered those contracts are to be given priority consideration in the awarding of contracts. In reality this means that those who have had contracts in the past with ETA frequently receive renewals that are not subject to procurement review boards examination. To deal with this potential problem an agreement exist between OASAM (MR. GOLDBERG's Office) and ETA which delineates what comes under the concept of demonstrated effectiveness. MR. GOLDBERG agreed to provide a copy of that document to this office.

MR. GOLDBERG noted that in addition to contracts let to organizations which are exempted under demonstrated effectiveness, many of the youth programs contracts are also not reviewed by the Procurement Review Board. He cited as an example those contracts which were let by former Youth Programs Director, MR. TAGGART who at the time was under a great deal of pressure to get money out to the various recipients. It was obvious to MR. GOLDBERG that MR. TAGGART had strong political backing to accomplish this task. As a result the Procurement Review Board did not want to stand in the way of awarding any of these contracts. MR. GOLDBERG stated that he felt that the pressure was coming through former Assistant Secretary GREEN which in all probability related back to the White House in the person of STEWART EISENSTAT.

MR. GOLDBERG has attended all Procurement Review Board Meetings, and has a complete file noting what transpired at those meetings and which contracts were approved or disapproved.

Pressure has not been put on MR. GOLDBERG to assist in awarding certain contracts and he feels that the Board has remained relatively independent. While no one has expressed that they have been pressured as an individual to vote a certain way on any given contract, those contracts which had the support of high level DOL officials were known to the Procurement Review Board.

MR. GOLDBERG feels that they may have been situations where the Board reached a decision which was subsequently reversed by MR. ZUCK in response to pressure placed on MR. ZUCK. He suggested that this matter be discussed with MR. ZUCK.

MR. GOLDBERG was then provided with a copy of information made available to the Washington Post under a Freedom of Information Act Request and asked to review each contract noted therein. The purpose of this was to have him identify those contracts with which he had been familiar as a member of the Procurement Review Board. Those he recalled as having seen were described as follows:

One America - described as a poor proposal which did not stand up to review.

BOB TUCKER - former Assistant Secretary GREEN was sending numerous contracts his way which never appeared to accomplish anything.

National Council on Aging - not sure that he had seen it, but thinks they may have turned it down.

Urban League - turned down an \$800,000 request as merely a blank check.

OIC - turned down, same reason as above.

SER - turned down, same reason as above.

United Foods - turned down.

Rural America - Approved a contract for them.

National Council Negro Women - Approved a contract for them.

New England Council of Prime Sponsors - may have approved this.

John J. Prescott - believes they may have approved this also.

It was MR. GOLDBERG's impression the former Assistant Secretary GREEN made numerous awards available to friends and associates of his who were minority contractors. Frequently little or no work occurred on these contracts. He stated that MR. JOE HANDZO received a letter of complaint concerning lack of work performed by one of MR. GREEN's associates.

MR. GOLDBERG then introduced MR. HANDZO. MR. HANDZO produced a copy of letter directed to MR. ZUCK from the Catholic University of Puerto Rico complaining about the GARRETT and SULLIVAN Consortium. He explained that this consortium was to provide technical assistance to grantee, however, they did an audit. The writer went on to complain that under the concept of "cognizant agency" DOL was not the proper auditing authority. He explained that in situations where grantees are funded by numerous Federal agencies, the agency having the principle amount of funds involved frequently is required to perform audit services on all Federal funds awarded to the agency. GARRETT and SULLIVAN's audit was therefore improper and redundant of work performed by the cognizant agency, the Catholic University. The Catholic University letter went on to protest that while an audit was performed no technical assistance was provided by GARRETT and SULLIVAN.

MR. HANDZO went on to explain that GARRETT and SULLIVAN prior to forming a consortium were found by the Department of Labor to be individually technically incompetent to conduct Department Technical Assistance and Audits. The reason for this was that the staff did not possess the level of experience and other criteria

which would permit them to performed audits and technical assistance for the Department.

As a result of this initial decision GARRETT and SULLIVAN merged with numerous other accounting firms throughout the U.S. and formed a Consortium. They were then found to possess the necessary skill levels and subsequently began to receive contracts from ETA.

It has been MR. HANDZO's experience that all worked performed by members of the consortium has taken much longer than would normally be expected to accomplish the task. He also explained that under the method of billing used by GARRATT and SULLIVAN the Department frequently winds up paying more for services and getting less. This is because time charges for senior level people are higher than for junior level people and invoices from GARRATT and SULLIVAN reflect a disproportionate amount of senior level time.

GARRETT and SULLIVAN employes approximately 40 people in the consortium. Prior to securing the services of the consortium one individual performed the same service for ETA.

In the past 2½ to 3 years somewhere in the vicinity of \$6 to ⁷ 9 million 9,000,000, has been directed to GARRETT and SULLIVAN for technical assistance.

8/18/81
4 page

8/11/81
2 page

30-0578-0002

RECEIVED
U.S. DEPT. OF LABOR
OIC/PIC

bank accounts at AMALGAMATED BANK OF NEW YORK;
ITED NATIONAL BANK OF WASHINGTON; NATIONAL BANK
AL SAVINGS & LOAN ASSOCIATION.

st of explanations of several deposited items to
ved a \$10,000.00 loan from BERT MITCHELL on
Lhas been GREEN's CPA for many years. GREEN
id that he makes payments to MITCHELL annually.
count at AMALGAMATED BANK OF NEW YORK and the
EN borrowed the money for the renovation of
involved in a consortium of CPA firms who were
; Office of National Programs (ONP) in 1979 or 1980.
in this contract. GREEN stated that he did not
he administration of the contract to BERT MITCHELL.
J. ROSS CAMBELL on October 5, 1977 for \$10,000.00
1981 for \$25,000.00. The loan from GILMORE was
; SOCIATES. Neither CAMBELL nor ROSS have ever had
is attorney stated that they would furnish all
loans.

3. CLAUSS advised that CHARLES BROWN and SETH ZINMAN received and reviewed Financial Disclosure Reports (FDR) filed by USDOL officials during the period 1979-1981. She personally reviewed those reports submitted by GREEN, and others at the Assistant Secretary level, and signed all reports as the Ethics Officer, USDOL. She did not recall any specific questions by GREEN regarding the necessity for reporting loans he had from BURT N. MITCHELL or other activities. She stated that BROWN or ZINMAN may have responded to such questions. She stated that she did not normally discuss FDR's with the reporting individuals unless their reports contained information indicating a possible conflict of interest. Where she found such problems, she recommended divestiture and annotated the FDR, comments section, to reflect the nature of her advise.

4. The full text of the interview is contained on side "A" of the recording that is provided with this report.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview November 17, 1981

On this date, I interviewed STEVE PUTERBAUGH and WILLIAM KACVINSKY in KACVINSKY's Office (Patrick Henry Building, Room 6402) relative to LAMOND GODWIN's travel. After reviewing three (3) volumes of GODWIN's travel vouchers, they stated the following:

They do not have evidence of any wrongdoing relative to GODWIN's travel. Some of the travel vouchers reflect travel for business unrelated to ONP. It is their feeling that the vouchers reflecting meetings with MARSHALL and trips to New York around the time of the Democratic National Committee are most suspicious. They feel that in both cases, the travel was actually used for political campaigning.

By Martin Squitieri, Special Agent

At Washington, DC

Date Dictated _____

Date Transcribed 12-07-81

File No. 30-0528-0002

GARRETT, SULLIVAN & CO.

<u>Contract #</u>	<u>Amount</u>
99-8-1385-36-17	\$2,181,336
99-9-1385-08-68	2,845,700
99-0-1385-08-156	3,275,000
	<u>8,302,036</u>

MITCHELL, TITUS & CO.

<u>Contract #</u>	<u>Amount</u>
99-1-2821-08-16	\$80,000

PROGRAM		CONTRACT NUMBER		Program Code	Region	State	FY of Contract	Project Number	Sub-Project Number	Component Code	FY of Funds	Fund Source	Fund Purpose
MITCHELL-TITUS & CO		SBA											
STAA		99-1-2821-08-16		9	8	1	2	8	1	8	1	2	8
STARTING DATE		REMARKS											
10-27-80													
EXPIRATION DATE													
9-30-81													
				BLANKET DOCUMENT CODE									
				80 98 00 0P 60									
LINE	DATE	DOCUMENT NUMBER	OBLIGATIONS	FEDERAL PAYMENT	COST	UNDELIVERED ORDERS	OUTSTANDING ADVANCES	FUNDS AVAILABLE					
			(a)	(b)	(c)	(a-c)	(b-c)	(a-b)					
	UP TO PREVIOUS FY												
	PREVIOUS FY												
	1/21/80	NEW	80,000 00										
Entry	1/6/81	01-9-005		19,294 -									
Total	1/6/81			19,294 -	19,294 -	60,706 -		60,706 -					
Entry	2/11/81	02-9-046		20,023 50	20,023 50								
Total	2/11/81	Consolidated 12/31/80		39,317 50	39,317 50	40,682 50		40,682 50					
Entry	3/9/81	03-9-028		17,343 75	18,667 90								
Total	3/9/81			56,661 25	57,985 40	22,014 60	<1324 15>	33,338 75					
Entry	4/10/81	04-9-036		12,732 25	12,732 25								
Total	4/9/81			69,398 50	70,722 65	9,277 35	<1324 15>	10,601 52					
Entry	4/29/81	04-9-100		7,939 90	6,615 75								
Total	4/28/81			77,338 40	77,338 40	2,661 60		2,661 60					
	9/1/81	Debit	<2661 60>										
Total			77,338 40	77,338 40	77,338 40								
Entry													
Total													
Entry													
Total													
Entry													
Total													
Entry													
Total													

Mitchell Titus Payments Under Contracts

Ken Mace 376-6422 ETA, Div. of Accounting

99-8-1385-36-17 Kasovinsky - C.O.
3/13/78 - 9/12/79 2181336 (Through Mod #3)
2/20/78

99-9-1385-08-68 Godwin - C.O.
9/30/79 - 9/29/80 #2845700 (Through Mod #2)

99-0-1385-08-156 - Godwin - contracting officer
9/30/80 - 9/29/81 3275000 (Through Mod #7)

All three SBA contracts above were with
Garrett, Sullivan & Co., P.A.
PO Box 1029
Durham, N.C. 27702.

All payments under the contracts were made
to the firm Garrett, Sullivan & Co., P.A. ①

But Mitchell is Chairperson of the Management Council
of the consortium. See article 1 of Consortium Agreement.
Mitchell has had direct contact with DOL.

99-1-~~1281~~-08-16 SBA contract with Mitchell-Titus & Co.
- 2821 - ~~Handbook~~
Period: 10/27/80 - 9/30/81 \$80,000

Handbook on Unified Management System (UMS)

On discussion with Ken Mace, DOL-ETA-Division of Accounting all
payments should have been payable to Garrett, Sullivan and Company.
Did not sight any payment vouchers. JB.

2 pages GT

OFFICE OF
EQUAL OPPORTUNITY
AND
SPECIAL REVIEW

ASSISTANT SECRETARY FOR EMPLOYMENT AND TRAINING
GREEN

KNAPP
DEPUTY ASSISTANT SECRETARY
FOR EMPLOYMENT AND TRAINING

WEATHERFORD
DEPUTY ASSISTANT SECRETARY
AND EMPLOYMENT AND TRAINING
ADMINISTRATOR

DEPUTY ASSISTANT SECRETARY
FOR VETERANS EMPLOYMENT
VETERANS EMPLOYMENT SERVICE

OFFICE OF
JOINT PROGRAMS

OFFICE OF
COMPREHENSIVE
EMPLOYMENT
DEVELOPMENT

OFFICE OF
NATIONAL
PROGRAMS

OFFICE OF
POLICY,
EVALUATION,
AND RESEARCH

OFFICE OF
MANAGEMENT
ASSISTANCE

UNITED STATES
EMPLOYMENT
SERVICE

UNEMPLOYMENT
INSURANCE
SERVICE

OFFICE OF
ADMINISTRATION
AND MANAGEMENT

BUREAU OF
APPRENTICESHIP
AND TRAINING

TAGGART

ANDERSON

GOODWIN

HEWITT

JONES

LEWIS

EDWARDS

WALKER

McCONNELL

EMPLOYMENT AND
TRAINING
ADMINISTRATION
REGIONAL OFFICES

JOINT CORPS
REGIONAL
OFFICE

REGIONAL
BUREAU OF
APPRENTICESHIP
AND TRAINING

REGIONAL
VETERANS
EMPLOYMENT
SERVICE

U.S. Department of Labor

Employment and Training Administration
601 D Street, N.W.
Washington, D.C. 20213



DEC 23 1980

MEMORANDUM FOR: ALL ETA NATIONAL OFFICE AND
REGIONAL OFFICE EMPLOYEES

FROM: T. JAMES WALKER

SUBJECT: Organization/Supervisor/Correspondence
Symbol Chart

The attached chart is transmitted for your information and use. It covers the substructure of the Employment and Training Administration National Office. The chart provides an easy reference to the organization structure, names of key personnel, and correspondence symbols of ETA National Office organizational components.

Attachment

M. J. Walker

1980
GARRETT

GA

Blondet, Virgil

Defretos, Amory
Doctor, Abbas

Chen, Winston
Covington, Fran

Davenport, Walt
Davis, Willie
Doherty, Martin

Garrett, Nathan
Graham, Susan
Grant, Joyce

Hobgood, Charli
Holmes, Douglas

Jackson, Harris
Jenkins, Frank
Jenkins, George

Martin, Bobby
Muhammed, Gretc

McNamee, Richa
McQuay, Dave

Peterson, Ron

Rainey, George
Richardson, Kir

Sanders, Lee
Smith, William

Stubbs, James

Vital, Rose

Wright, Judith

Ember, Steve

Farley, Rick

Ghenene, Feyissa
Green, Jeff

Kanskinsky, Steve

Lewis, Toni

Mitchell, Bert

Ostrow, William

Paradee, Taweesak
Petel, Vinod

Kagaza, Aurroa
Rangle, Carlos
Rao, Siddarth

Rubin, Michael

St. Helein, Sereria

Sloan, Edward
Stafford, LeRoy
Sterba, Jerome

Thompson, Jeffrey
Titus, Bob

Walker, Ronald
Westley, Merriam
Willis, Bob

Zupka, James

MIT

MITCHELL

WATSON

ASHBY, ARMSTRONG

Ahmad, Mario
Austin, Karen

Adamson, George
Ashby, Lucius

Boyd, Lurether

Buchanan, Nancy

Carnahan, Dale

Coston, Sandra

Creel, Henry

Cruz, Conrad

Cruz, Sotelo

Forbes, Scott

Fellerman, Henry

Gentry, Roy

Goldstine, James

Grant, Debra

Hadnott, Bennie

Hemphill, Jesse

Hester, Gerald

Howard, John

Hinman, Rick

Huffman, Mike

Jackson, Elmer

Jones, Michael

Johnson, Dennis

Kulkarni, Gary

Kolb, Catherine

Kramer, Terry

Little, William

Lovi, Donald

Lowrey, Joe

McMillian, Jimm

Malory, Charles

Mathew, George

Nwachukwa, Emel

Merhoff, Mark

Okola, Timothy

McHenry, Beverly

Pan, Wei

Pennerman, Rene

Powers, Mark

Patel, Suresh

Pond, Thomas

Razzouk, Amtone

Rice, Robert

Richardson, Jam

Rankin, Beatrice

Rhyne, William

Ruthven, James

Smith, Tony

Solomon, Fred

Scott, Kerry

Self, Frank

Son, Kee

Taylor, Frank

Tramble, Renee

Woods, James

Watson, Thomas

Weisheit, Grego

White, David

Williams, Mary

Zupka, James

26

22

28

115-1012

P128

in CV 12
no Watson
inter Watson
701 1016
R2520 V

MITCHELL, TITUS & CO

1. Alex Vasa
2. Robert Titus
3. Jeff Green
4. Douglas Phipps
5. Barbara Prince
6. Kebede Adnew
7. Kay Ortiz
8. Larry Kalkstein
9. Virgillio Blondet
10. D. Mitchell
11. Housain Mirza
12. Neal Jani
13. T. Dickerson
14. B. Mitchell
15. A. Marcano
16. G. Jenkins
17. R. Grant
18. L. Clarke
9. R. Walker
0. M. Weitzman

1. M. Hirst
2. E. Satterfield
3. T. Lewis
4. V. Kapadia
5. A. Meulen
5. G. Early
7. J. Palumberi
3. M. Rubin
9. E. Rae
1. S. Goffner
1. P. Fried
2. E. Mollette
3. E. Tomlin
4. R. Davis
5. C. Park
6. R. Lubchansky

ASHBY, ARMSTRONG, JOHNSON & CO.

1. James Armstrong
2. Roy Gentry
3. Lucius Ashby
4. Dennis Johnson
5. Dennis Asare
6. Mark R. Mehrhoff
7. James A Goldstine
8. T. Kramer
9. J. Salazar
10. J. Hornor
11. Frank Self
12. R. Commons
13. D. Kaus
14. B. McHenry
15. W. P. Rhyne
16. J. Ruthven
17. J. Verlinden
18. E. Jackson
19. K. Scott

WATSON, RICE & CO., INC

1. Jesse Hemphill
2. Renee Tramble
3. Jonasis Smith
4. Robert Rice
5. James Reid
6. Thomas S. Watson,
7. Claude Butler
8. D. Vavro
9. W. True
10. W. Glasgow
11. C. M. Harris
12. R. Phillips
13. J. McMillian
14. R. Ramey
15. J. Ross

List of

78

Personnel

GARRETT, SULLIVAN & CO.

1. Francis Covington
2. Dewitt Sullivan
3. Sheryl Covington
4. Walter Davenport
5. Lee Sanders
6. Nathan Garrett
7. Sue Graham
8. Jean Hampton
9. Winston Chen
10. Kim Anglin
11. C. Hobgood
12. Joyce Grant
13. Richard McNamee
14. Martin Doherty
15. P. White
16. D. Holmes
17. B. Lilly
18. G. Jenkins
19. B. Martin
20. R. Mills
21. F. Jenkins
22. J. Wright
23. B. J. Keel
24. J. Stubbs
25. N. Bryant

1. Alex Vasa

2. Robert Titus

3. Jeff Green

4. Douglas Phipps

5. Barbara Prince

6. Kebede Adnew

7. Kay Ortiz

8. Larry Kalkstein

9. Virgillio Blondet

10. D. Mitchell

11. Housain Mirza

12. Neal Jani

13. T. Dickerson

14. B. Mitchell

15. A. Marciano

16. G. Jenkins

17. R. Grant

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19. R. Walker

20. M. Weitzman

21. M. Hirst

22. E. Satterfield

23. T. Lewis

24. V. Kapadia

25. A. Meulen

26. G. Early

27. J. Palumberi

28. M. Rubin

29. E. Rae

30. S. Goffner

31. P. Fried

32. E. Mollette

33. E. Tomlin

34. R. Davis

35. C. Park

36. R. Lubchansky

37. B. Ostrow

1. James Armstrong

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4. Dennis Johnson

5. Dennis Asare

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9. J. Salazar

10. J. Hornor

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16. J. Ruthven

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16. R. Debnam

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15. P. White

16. D. Holmes

17. B. Lilly

18. G. Jenkins

19. B. Martin

20. R. Mills

21. F. Jenkins

22. J. Wright

23. B. J. Keel

24. J. Stubbs

25. N. Bryant

1980
GARRETT

GA

MIT

MITCHELL

WATSON

ASHBY, ARMSTRONG

Blondet, Virgil

Defretos, Amory
Doctor, Abbas

Ember, Steve

Farley, Rick

Ghenene, Feyissa
Green, Jeff

Kanskinsky, Steve

Lewis, Toni

Mitchell, Bert

Ostrow, William

Paradee, Taweesak
Petel, Vinod

Kagaza, Aurroa
Rangle, Carlos
Rao, Siddarth
Rubin, Michael

St. Helein, Sereria
Sloan, Edward
Stafford, LeRoy
Sterba, Jerome

Thompson, Jeffrey
Titus, Bob

Walker, Ronald
Westley, Merriam
Willis, Bob

Zupka, James

Ahmad, Mario
Austin, Karen
Adamson, George
Ashby, Lucius

Boyd, Lurether
Buchanan, Nancy

Carnahan, Dale
Creel, Henry
Coston, Sandra

Cruz, Conrad
Cruz, Sotelo
Fellerman, Henry

Forbes, Scott
Gentry, Roy
Goldstine, James
Grant, Debra

Hadnott, Bennie
Hemphill, Jesse
Hester, Gerald
Howard, John
Hinman, Rick
Huffman, Mike

Jackson, Elmer
Johnson, Dennis
Jones, Michael

Kulkarni, Gary
Kolb, Catherine
Kramer, Terry

Little, William
Lovi, Donald
Lowrey, Joe

McMillian, Jim
Nwachukwa, Emel
Malory, Charles
Mathew, George
Merhoff, Mark

Okola, Timothy
McHenry, Beverly

Pan, Wei
Pennerman, Rene
Powers, Mark
Patel, Suresh
Pond, Thomas

Razzouk, Amtone
Rice, Robert
Richardson, Jam
Rankin, Beatrice
Rhyne, William
Ruthven, James

Smith, Tony
Solomon, Fred
Scott, Kerry
Self, Frank
Son, Kee

Taylor, Frank
Tramble, Renee
Woods, James

Watson, Thomas
Weisheit, Grego
White, David
Williams, Mary

Zupka, James

Bowie, Oliver

Chen, Winston
Covington, Fran

Davenport, Walt
Davis, Willie
Doherty, Martin

Garrett, Nathan
Graham, Susan
Grant, Joyce

Hobgood, Charli
Holmes, Douglas

Jackson, Harris
Jenkins, Frank
Jenkins, George

Martin, Bobby
Muhammed, Gretc

McNamee, Richa
McQuay, Dave

Peterson, Ron

Rainey, George
Richardson, Kir

Sanders, Lee
Smith, William

Stubbs, James

Vital, Rose

Wright, Judith

26

27

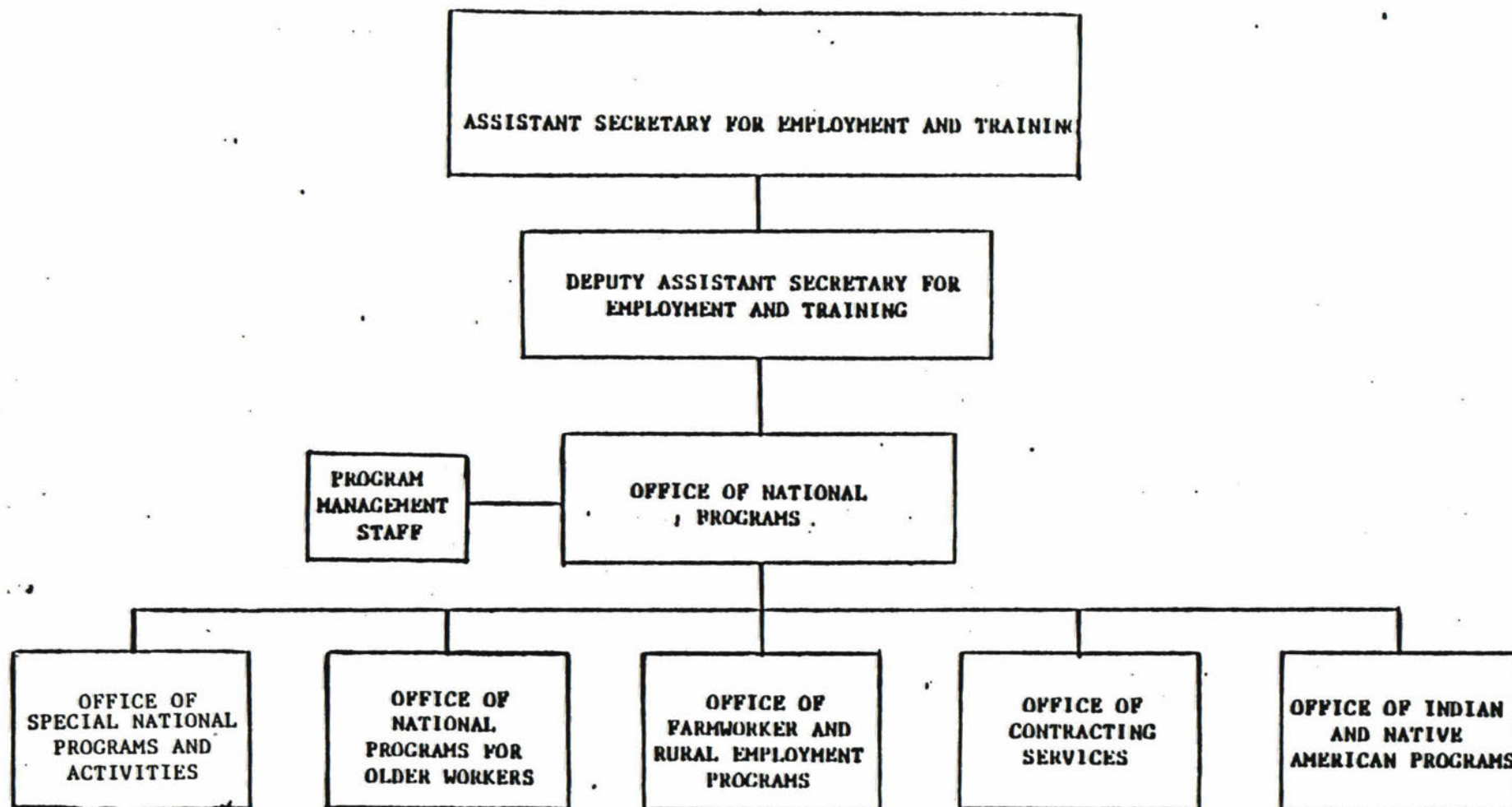
28

115-1016

PP6

in CV
no wait
Watson
in Register
1016

APR 25 1980



OFFICE OF NATIONAL PROGRAMS
STAFFING PATTERN

FRONT OFFICE

<u>NAME</u>	<u>TITLE</u>	<u>SERIES AND GRADE</u>
Godwin, Lamond I.	Administrator	ES-0142/00-05
Kacvinsky, William J.	Deputy Administrator	GS-0301B/15
Clark, Carolyn P.	Ofc. Management Ass't.	GS-0301K/10
Wilson, Mary P.	Secy./Steno	GS-0318/8
Marshall, Alva E.	Secy./Typing	GS-0318/6
	Total	5

PROGRAM MANAGEMENT STAFF

<u>NAME</u>	<u>TITLE</u>	<u>SERIES AND GRADE</u>
Puterbaugh, Steven K.	Supervisory MDS	GS-0142/14
Goff, Vernestine E.	Program Analyst	GS-0345/13
Milam, Paul W.	Administrative Officer	GS-0341/12
Adams-McFadden Vanessa C.	Clerk/Typist	GS-0303/4
	Total	4

OFFICE OF SPECIAL NATIONAL PROGRAMS AND ACTIVITIES

<u>NAME</u>	<u>TITLE</u>	<u>SERIES AND GRADE</u>
Alegria Jr., Feranando L.	Supervisory MDS	GS-0142/15
Hodgkins, Jr. Ernest F.	Supervisory MDS	GS-0142/14
McKenney, Gail P.	MDS	GS-0142/14
Easton, Charles E.	MDS	GS-0142/13
Aaron, James M.	MDS	GS-0142/13
Clark, James E.	MDS	GS-0142/13
Liberty, Charles A.	MDS	GS-0142/13
Olsen, Donald J.	MDS	GS-0142/13
Parker, Consuelo J.	MDS	GS-0142/13
Barnes, Alfred	MDS	GS-0142/12
Carney, Richard J.	MDS	GS-0142/12
Cooke, James H.	MDS	GS-0142/12
Maith, Margie M.	MDS	GS-0142/12
Solomon Maurice	MDS	GS-0142/12
Stang, Nancy L.	MDS	GS-0142/12
Sullivan Jr., Henry J.	MDS	GS-0142/12
Thompkins, James B.	MDS	GS-0142/12
Cooke, Nellie G.	MDS	GS-0142/9
Waller, Delores N.	Secy./Steno	GS-0318/6
Clark, Gylida F.	Secy./Typing	GS-0318/5
Mitchell, Bernice	Secy./Typing	GS-0318/5
Spraggins, Martha	Secy./Typing	GS-0318/5

Total 22

OFFICE OF CONTRACTING SERVICES

<u>NAME</u>	<u>TITLE</u>	<u>SERIES AND GRADE</u>
Cohn, Sanford J.	Supv. Contract Spec.	GS-1102/15
Cohen, Jeanette V.	Supr. Contract Spec.	GS-1102/13
Guerra, Cora A.	Supr. Contract Spec.	GS-1102/13
Murphy, Richard K.	Supv. Contract Spec.	GS-1102/13
Shearer, Margaret M.	Contract Specialist	GS-1102/13
Watts, Lillie M.	Contract Specialist	GS-1102/12
Crawford, Delores V.	Contract Specialist	GS-1102/12
Johnson, Lucy E.	Contract Specialist	GS-1102/12
Banks, Brenda M.	Contract Specialist	GS-1102/11
Baron, Gwendolyn T.	Contract Specialist	GS-1102/11
Hernandez, Brenda B.	Contract Specialist	GS-1102/11
Jones, Jr., Howard I.	Contract Specialist	GS-1102/11
Dempsey, Laverne A.	Contract Specialist	GS-1102/7
Minor, Yolanda D.	Contract Specialist	GS-1102/7
Harley, Lillian M.	Secy./Typing	GS-0318/6
Reyes, Hilda	Procurement Clerk	GS-1106/5
Chambers, Olanda P.	Clerk/Steno	GS-0312/4
Smith-Wright, Patricia	Clerk/Typing	GS-0322/4

TOTAL: 18

OFFICE OF FARMWORKER AND RURAL EMPLOYMENT PROGRAMS

<u>NAME</u>	<u>TITLE</u>	<u>SERIES AND GRADE</u>
Campbell, Lindsay L.	Supervisory MDS	GS-0142/15
*Adams, Cleofus	Supervisory MDS	GS-0142/14
Crosby, Margaret H.	Supervisory MDS	GS-0142/14
Gilman, Leonard I.	Supervisory MDS	GS-0142/14
Miller, Robert J.	Supervisory MDS	GS-0142/14
Costianis, John L.	MDS	GS-0142/13
Cox, Daniel S.	MDS	GS-0142/13
Fowler, Martha B.	MDS	GS-0142/13
Lunz, Robert C.	MDS	GS-0142/13
Milici, Carmelo J.	MDS	GS-0142/13
Padilla, William J.	MDS	GS-0142/13
Villarreal, Mary Virginia	MDS	GS-0142/13
Hardaway, Beverlyn A.	MDS	GS-0142/12
Musa, Evelyn E.	MDS	GS-0142/12
Ribot, John	MDS	GS-0142/12
Scesco, Rachel	MDS	GS-0142/12
Boyd, Alfred	MDS	GS-0142/11
Johnson, Lillian E.	Secy./Steno	GS-0318/6
Davis, Belinda P.	Secy./Typing	GS-0318/5
Tollerson, Brenda J.	Secy./Typing	GS-0318/5
Diaz, Christina M.	Clerk/Typing	GS-0322/3

TOTAL: 21

*Temporary Promotion Not-to-Exceed 1 year.

OFFICE OF INDIAN AND NATIVE AMERICAN PROGRAMS

<u>NAME</u>	<u>TITLE</u>	<u>GRADE AND SERIES</u>
MacNabb, Alexander S.	Director	ES-0142/00
Fellman, Herbert	Supervisory MDS	GS-0142/15
*Homer, Jr., Pete C.	Supervisory MDS	GS-0142/15
Carroll, Barbara J.	Supervisory MDS	GS-0142/14
Narcho, Herman E.	Supervisory MDS	GS-0142/14
Chase, John E.	MDS	GS-0142/13
Connell, Barbara C.	Program Analyst	GS-0345/13
Lambert Jr., Willard J.	MDS	GS-0142/13
McLemore, Scott	MDS	GS-0142/13
McVeigh, William J.	MDS	GS-0142/13
Meadows, Joe P.	MDS	GS-0142/13
Reimer, Colleen R.	MDS -	GS-0142/13
Rohm, Shirley B.	Manpower Analyst	GS-0142/13
Rudert, Eric D.	MDS	GS-0142/13
Sansaver, William A.	MDS	GS-0142/13
Trementozzi, Daniel F.	MDS	GS-0142/13
Valeo, Rita S.	MDS	GS-0142/13
Whitman, Glendon E.	MDS	GS-0142/13
Binion, Marvin L.	Program Analyst	GS-0345/12
Brave Eagle, Dorothy J.	MDS	GS-0142/12
King, Eloise E.	MDS	GS-0142/12
Pipe, Robert W.	MDS	GS-0142/12
Smith, Doris	MDS	GS-0142/12
Spears, Emery D.	MDS	GS-0142/12
Dabney, Veronica L.	MDS	GS-0142/9
Lloyd, Virginia N.	MDS	GS-0142/9
Dickens, Ella L.	Secy./Typing	GS-0318/6
White, Gwendolyn F.	Secy./Typing	GS-0318/6
Williams, Annie L.	Secy./Typing	GS-0318/5
Hayward, Constance S.	Clerk/Typist	GS-0322/4

TOTAL: 31

*Temporary Promotion Not-to-Exceed 1 year.

OFFICE OF NATIONAL PROGRAMS FOR OLDER WORKERS

<u>NAME</u>	<u>TITLE</u>	<u>SERIES AND GRADE</u>
Mayrand, Paul A.	Supervisory MDS	GS-0142/15
Ludin, Ron	MDS	GS-0142/14
Crucil, Renee T.	MDS	GS-0142/13
Gibson, Gale B.	MDS	GS-0142/13
Herndon, Shirin W.	MDS	GS-0142/13
Westfall, Ronald G.	MDS	GS-0142/13
Fishman, Margaret E.	MDS	GS-0142/12
Smith, Marilyn A.	MDS	GS-0142/12
Warden, William S.	MDS	GS-0142/12
Bailey, Sharon R.	Secy./Steno	GS-0318/6
Smith, JoAnn	Clerk/Typing	GS-0301A/5
Maldonado, Isabel	Clerk/Typing	GS-0322/4

TOTAL: 12

GRAND TOTAL AS OF SEPTEMBER 30, 1980 -- 113

U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING ADMINISTRATION
WASHINGTON, D.C. 20213



JUL 29 1980

Small Business Administration
Office of Business Development
Suite 616
1441 L Street, N.W.
Washington, D. C. 20416

Dear Mr. Marriott

Enclosed is a copy of the Work Statement for a 8(a)
procurement - Provide technical support to development of Unified
Management System Handbook
The sum of \$ 80,000.00 has been set aside for this
procurement. We would like to conduct exploratory
talks with the following firm(s):

Mitchel, Titus & Company
1825 K Street, N. W.
Washington, D. C. 20006

Public solicitation for this procurement has not
been made.

Sincerely,

/s/
LAMOND GODWIN
Administrator
Office of National Programs

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 10/27/81

On this date, MR. NIK EDES, was interviewed at his law office located at 1527 18th Street, N.W., Washington, D.C. Also present during this interview was an attorney, DENNIS GORDON, for the same law firm.

During this interview Mr. Edes was asked to provide specific information as to the formation of the Steering Committee (Title 3 and Title 4 Discretionary Funds).

Mr. Edes commenced the interview by stating that he formerly was the Deputy Under Secretary for Legislation and Intergovernmental Relations for the Department of Labor, and that he was appointed in February, 1977 and that he resigned his position on January 20, 1981.

Edes stated that this Steering Committee was formed to the best of his recollection in either 1978 or 1979. He stated that former Secretary of Labor, RAY MARSHALL, formed the Title 3 Discretionary Committee for the purpose of; 1. scrutinize the overall spending plans for the Title 3 funds, 2. ascertain if the money being allocated was in line with the Secretary's views, 3. and finally to review individual proposed grants and not to finalize or contract for these grants.

Edes stated that the board was made up of himself, MR. PAUL JENSEN, who was formerly the Executive Assistant and Counselor to the Secretary of Labor, ERNEST G. GREEN, who formerly was the Assistant Secretary for Employment and Training, and CHARLES B. KNAPP, formerly the Deputy Assistant Secretary for Employment and Training.

By D.T. Kaylor
Special Agent D. T. Kaylor
At Washington, D.C.

Date Dictated 10/28/81
Date Transcribed 11/04/81
File No. OI-0524-0001

Basic Contracting

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 10/27/81

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By D.T. Kaylor
Special Agent D. T. Kaylor
At Washington, D.C.

Date Dictated 10/28/81
Date Transcribed 11/04/81
File No. OI-0524-0001

Edes then stated that this committee met every three months with the only provision that they meet as a body prior to a new fiscal year. The purpose of this meeting before the new FY was to review spending plans initiated by ETA. Edes stated that there were no rules or regulations as for how often this group should meet, or how many members were needed for a quorum. Edes essentially stated that the committee's goals were to reach a consensus on the proposals submitted to them. In fact, Secretary Marshall wanted to insure that this committee had impact from other areas which would ultimately effect the Title 3 funds.

Edes stated that STEVE PUTERBAUGH attending the Steering Committee meetings periodically basically as a professional staff member. Edes then stated that LAMOND GODWIN also attended some of the Steering Committee meetings and had some input into these meetings. Edes stated that ETA staff member Chuck Knapp kept some notes of these meetings, however, no committee member kept official minutes for these meetings.

Mr. Edes then related that no contractors or subcontractors or potential contractors or subcontractors ever attended these meetings. When Mr. Edes was asked if he knew of any funds, gratuities, or things of value ever offered to former Assistant Secretary Ernest Green as a result of his awarding these contracts, Mr. Edes stated, that he did not have any direct knowledge of Mr. Green receiving any money or thing of value as a result of the subsequent awarding of contracts.

Mr. Edes stated that he did not have any contact with any contractor or subcontractor during the time that he was performing as a committee member on the Steering Committee. In fact, Mr. Edes stated that at no time during the tenure of the committee does he recall that any member advising the committee that he had a family relationship with any proposed contractors or subcontractors.

Mr. Edes then stated that the Steering Committee did not have the authority to negotiate or sign approval for grants or contracts. Their function mainly was to provide information and insight to help evaluate the proposals. He further stated that the committee did not become involved with or act as contracting office.

Mr. Edes then advised that he felt that the committee was effective in that they provide useful information from diverse areas which then gave ETA the chance to more effectively evaluate these proposal. Mr. Edes then stated that his position was just to provide input on proposals and that he did not have any vested interest as to which proposal subsequently were awarded. He did state, however, that he did follow up on certain proposals because his office would at various times receive routine inquiries either from the Speaker of the House or other political entities. Mr. Edes then stated that he didn't recall attending any Steering Committee meetings after November, 1980.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

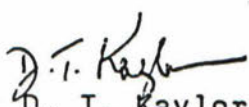
Date of Interview 10/28/81

On this date, MR. SANDY COHN former Chief for the Contracting Services Division was interviewed at the Office of the Inspector General, by Special Agent MARTIN SQUITIERI and me.

Mr. Cohn stated that his responsibilities were to assigned work to his subordinate Contracts Specialists regarding all types of contracts. Mr. Cohn stated that prior to the awarding of the GARRETT-SULLIVAN contract a firm known as A. L. NELLUM had a valid contract relating to training and technical assistance as well as financial management systems with ETA.

Cohn stated that A. L. Nellum the company that had the previous contract was not performing adequately according to LAMOND GODWIN. He then stated that he was instructed by Godwin to negotiate a contract with the Garrett-Sullivan Consortium with MS. GAIL MCKINNEY being designated as the Federal Representative for this contract. Cohn stated that this was a 8(a) type of contract primarily initiated by Lamond Godwin. He stated that when the Procurement Action Request (PAR) came down from Godwin, Ms. Gail McKinney did not concur with Lamond Godwin's request and did not recommend awarding a contract to the Garrett-Sullivan Consortium.

Mr. Cohn said that the system is set up so that the Contracts Specialist works directly with the Small Business Association (SBA) in the negotiation of these contracts. However, in the case of the Garrett-Sullivan Consortium, Lamond Godwin told him (Cohn) that he (Godwin) had already talked to SBA and that he (Godwin) wanted to insure that the Garrett-Sullivan Consortium received a contract. In

By Special Agent  D. T. Kaylor
At Washington, D.C.

Date Dictated 10/30/81
Date Transcribed 11/04/81
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other words Lamond Godwin preselected the Garrett-Sullivan Consortium which is contrary to contractual requirements and standard operating procedures. Additionally, Cohn stated that Godwin specifically told him not to worry about the contract that the Garrett-Sullivan Consortium would be awarded the contract at the end of the negotiations. Cohn also stated that this is a violation of SBA regulations regarding the preselection of potential awardees.

Mr. Cohn then stated that once the Fed Rep had signed the contract, Ms. Gail McKinney had numerous problems with the contract. Cohn then stated that he remembered MR. DEWITT SULLIVAN of this Consortium always in Lamond Godwin's office, both prior to the awarding of the contract and after the actual award. Cohn stated that McKinney was then replaced as the Fed Rep after the initiating negotiations, and CLAY ADAMS was the replacement.

Cohn stated that when Lamond Godwin was trying to push the contract through the SBA a possible person that he was contracting with might have been MR. ED NEAL.

When Mr. Cohn was asked that if he felt that the actions on the part of Lamond Godwin's seemed to be in violation of existing contracts provisions, Cohn stated that he advised Lamond Godwin that he (Godwin) would have to actually signed the contract because he (Cohn) was excusing himself from this contract. Cohn stated that Lamond Godwin was his immediate boss, and MR. ERNEST GREEN who was then the Assistant Secretary of Labor was Godwin's immediate supervisor. Cohn stated that he did not have any personal knowledge of the fact that if Green was involved in the awarding of any contracts during his tenure. He did state, however, that a MS. ARLEEN GILLIAM who was a former Special Assistant to Green attended numerous meetings regarding the Garrett-Sullivan contract with Lamond Godwin. Cohn said that he never heard Godwin say specifically that Green wanted a contractor awarded or a specific firm awarded.

Cohn then stated that Lamond Godwin was under orders from Secretary Labor Marshall to increase the number of the 8(a) contracts awarded. Therefore, Godwin appointed MR. ANDREW SIMS (now deceased), as the Chief Contracting Specialist for 8(a) contracts. MS. LILLIE WATTS then replaced Mr. Sims after he became ill.

Mr. Cohn stated that he would be Florida from November 5 thru November 20, 1981. He stated that he could be reached at either telephone number (305) 428-2021 or (305) 752-2506 during this time frame. He then stated he would be returning to the Washington, D.C. area.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 10/28/81

On this date MR. PAUL JENSEN, former Executive Assistant and Counselor to Secretary of Labor, was interviewed at his place of employment, the National Policy Exchange, 1899 L Street, Suite 800, Washington, D.C. Mr. Jensen gave a telephone number of 833-3293. Mr. Jensen also gave a home phone number of 244-7813.

Mr. Jensen stated that the origin of the Title 3 Discretionary Committee (Steering) evolved as former Secretary of Labor RAY MARSHALL was concerned about the 1979 budget. Marshall also wanted to more closely monitor ETA fund specifically in the areas of PSE Funds and Youth Funds.

Jensen stated that the Steering Committee was initiated to afford more accountability for Title 3 funding and they met approximately every ten days or every two weeks. Jensen stated that most grants that came before their committee which included members, NIK EDES, CHUCK KNAPP, ERNIE GREEN and himself were recommendations from regional offices. Jensen stated that congressional interest or political pressure was not that important to the committee, because the committee was more interested in a more coordinated method of funding to the awardees. Jensen stated over 90% of the cases that went before the committee were recommendations to set up grant request, review the request, make a preliminary decision and then send these decisions to the contracting office who would then negotiate the contracts and award the contracts.

Jensen in fact stated that this committee did not have contractual or negotiating powers, nor did they ever have any contact with potential contractors or subcontractors. Basically, the committee was an additional measure of administrative review.

By  Special Agent D. T. Kaylor
At Washington, D.C.

Date Dictated 10/30/81
Date Transcribed 11/04/81
File No. OI-0524-0001

Jensen then stated that he did not recall of anyone ever have any conflict-of-interest with any of these potential contractors. He then stated that he might have recalled in the case of a Recruitment Training Program (RTP) contract out of New York City (Ernie Green was the former President) might have been declared a conflict by Green himself. Jensen said he knew of no gratuities, gifts of value or any monetary remuneration that was ever provided to himself or other members of the committee as a reward for recommending certain contracts. He stated after the election in 1980, he still attended some of the meetings, however, these meetings were being tempered by the fact the Carter administration was then being funded by continuing resolution. He said for all intensive purposes they had no grant decisions during this time frame. He concluded the conversation by stating that he was employed by the Department of Labor from January 20, 1977 until January 20, 1981.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview November 6, 1981

MR. LINDSAY CAMPBELL was interviewed this date at his residence, Washington, D.C. Mr. Campbell has a telephone number of

Campbell was the former Director, Office of Farmworkers and Rural Employment Programs as a GS-15 for 2 years prior to his retirement on September 29, 1981. Campbell stated that he was primarily responsible for the management of National Migrant Programs, the monitoring of these programs plus providing technical assistance for these programs. He stated that he had input and recommendations of grant awards and on some occasions was the active grant officer.

Campbell stated that he did not personally become involved in the letting of 8(a) minority type contracts. He stated that the contractor office and LAMOND GODWIN'S Office of National Programs would negotiate these contracts.

Campbell stated that he outlined the needs of the Farmworkers and Rural Employment Programs and then provided this information to Lamond Godwin for final judgement and potential funding. He stated that Lamond Godwin relied on him for his expertise in these areas. He then stated that he has known Lamond Godwin for the past 15 years. Campbell then stated that he only knew former Assistant Secretary ERNEST GREEN on a business level and only during the period that both he and Green were employed by the Department of Labor.

Campbell said that he was the immediate supervisor for PEG CROSBY, CLAY ADAMS (Supervisor of Farmworkers Programs for the Eastern United States), and LEONARD GILMAN (Supervisor for Farmworkers Programs for the Western United States).

By Special Agent D. T. Kaylor
At Washington, D.C.

Date Dictated 11/09/81
Date Transcribed 11/10/81
File No. OI-0524-0001

Mr. Campbell stated that he attended the committee hearings chaired by Senator Hatch on October 20, 1981. Campbell said that Lamond Godwin would be the last person that he would suspect of receiving any gratuities or money as a result of using his position as Director, Office of National Programs. Campbell then stated that he did not know of any gratuities that were ever paid to Lamond Godwin or for that matter any money or thing of value of as a result of Lamond Godwin using the color of his office. Further, Campbell stated that he nor any of his staff ever received anything of value, money, or gratuity as a result of their job performance for the Department of Labor.

Campbell then stated that the Department of Labor had a contract with the Garrett-Sullivan Consortium which called for this consortium to provide technical assistance to the Farmerworkers and Rurual Employees Programs. Campbell stated that he never had any contact or contract with the Mitchell-Titus CPA Firm. Lindsay said the contact person for the Garrett-Sullivan Consortium was MR. DEWITT SULLIVAN. Mr. Campbell advised that neither he nor any of his staff ever received any loans from the Garrett-Sullivan Consortium either before or after the letting of this contract.

When I asked Mr. Campbell why Garrett-Sullivan Consortium replaced the CPA Firm of A. L. NELLUM, Campbell stated that neither he nor Lamond Godwin was satisfied with the work being performed on this contract. Campbell stated that the Department of Labor also received complaints from the field in regards to the A. L. Nellum assistance being provided. Campbell then stated that Lamond Godwin then took the lead, in other words hand of the negotiations of the Garrett-Sullivan Consortium contract. The interview was terminated this time, and Campbell stated that I could contact him at any time if further information was required.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

10/23/81

Date of Interview

STEVE PUTERBAUGH, Director Project Management Staff,
at ONP, telephone 376-6093 was reinterviewed this date.

MR. PUTERBAUGH stated that DICK HALL, telephone 376-6642 was the comptroller for the ONP programs concerning the discretionary budget and would have pertinent physical information regarding the contracts let during the LAMOND GODWIN administration. PUTERBAUGH also stated that in late 1980 ERNIE GREEN and LAMOND GODWIN were pushing contracts right out of their office to be funded or to have their funds increased for the next fiscal year period. PUTERBAUGH stated that the Steering Committee which was formed a couple of years prior per a memo from Secretary of Labor Marshall's office, as a means of monitoring GREEN's letting of contracts. The committee was for all practical purposes not employed during late 1980 and January 1981. PUTERBAUGH stated that the only two people that met in this committee during this time frame were ERNIE GREEN, and himself, with LAMOND GODWIN also in attendance. NICK EDES, PAUL JENSEN, CHUCK KNAPP were the other members of the Steering Committee who usually attended meetings prior to late 1980.

STEVE PUTERBAUGH stated that he did not personally know of any gratuities or kickbacks received by LAMOND GODWIN or ERNEST GREEN as a result of awarding contracts.

PUTERBAUGH stated that GODWIN would award contracts to people that he had known prior to becoming employed by the Department of Labor, especially JESSIE JACKSON of the PUSH Program located in Chicago, Illinois. In fact, in January, 1981, GODWIN had \$1 million added to this contract prior to leaving office.

PUTERBAUGH reiterated information provided to Special Agent Coffman in his interview of March 9, 1981, concerning the (ONP) program.

Date Dictated 10/26/81

By Special Agent D. T. Kaylor

Date Transcribed 11/2/81

At Washington, D.C.

File No. OI-0524-0001

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

10/23/81

Date of Interview

On this date GAIL McKINNEY was reinterviewed in her office at the Patrick Henry Building, regarding her knowledge of the awarding and the administration of contracts to GARRETT-SULLIVAN & COMPANY, (GS) and MITCHELL, TITUS & COMPANY (MT).

MS. McKINNEY stated that A. L. NELLUM the previous contractor, was performing adequately on a similar contract when GS was then awarded the contract. She felt that GS was not performing adequately on this contract or as well as A. L. NELLUM subsequent to the time they were awarded the contract. She stated that Fed Rep CLAY ADAMS can provide information as to the awarding of the GS contract.

MS. McKINNEY then stated that she had heard rumors in the office that LAMOND GODWIN had funded an 8A contract to two prostitutes in Las Vegas, during the time that he was Office of National Programs (ONP) Director. MS. McKINNEY further stated that another contractor KENNETH CLARK had contacted her office while she was performing the preliminary paperwork for their funding. She stated that this was not proper procedure for a contractor to contact a Fed Rep regarding a prospective proposal before the contract is actually let.

MS. McKINNEY then stated that she did not know of any direct gratuities or funds that were provided to LAMOND GODWIN by any of the contractors or subcontractors that she personally was a Fed Rep for.

By Special Agent D. T. Kaylor
At Washington, D.C. 11/2/81

Date Dictated 10/26/81
Date Transcribed 11/2/81
File No. OI-0524-0001

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

10/23/81

Date of Interview

VIRGINIA REED, Fed Rep, location Room 6301 of the Patrick Henry Building, telephone 376-7240 was interviewed this date regarding any information she may be able to provide regarding kickbacks or gratuities given to LAMOND GODWIN or ERNEST GREEN.

MS. REED stated that she is a Fed Rep for Region VI of the Farmworkers Programs. MS. REED provided information that DEWITT SULLIVAN, one of the corporate officers of GARRETT-SULLIVAN & COMPANY CONSORTIUM in New York, has an old friendship with LAMOND GODWIN, and she felt that possibly GODWIN and SULLIVAN were college roommates in Raleigh, North Carolina. MS. REED stated that it was common knowledge that LAMOND GODWIN and ERNIE GREEN seem to provide funding to companies or agencies in which they knew personally the corporate officers. She also stated that SOUTHERN VOCATIONAL COLLEGE located in Tuskegee, Alabama and the City of Tuskegee received funding from LAMOND GODWIN. She felt that it was because LAMOND GODWIN was from Mobile, Alabama, these Alabama agencies were funded. However, MS. REED stated that she knew of no gratuities or money that had been received by LAMOND GODWIN as a kickback during the time that he was Director of ONP.

Date Dictated 10/26/81

By Special Agent D. T. Kaylor

Date Transcribed 11/2/81

At Washington, D.C.

File No. OI-0524-0001

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

10/23/81

Date of Interview

DANIEL COX, Fed Rep, Room 6304, Patrick Henry Building, telephone 376-7240 was interviewed on the above date.

MR. COX stated that he knew of no direct gratuities or gifts of any value that had been received by LAMOND GODWIN as a result of GODWIN rewarding contracts to 8A contractors or any other contractors. MR. COX stated that he had heard information in the office that another Fed Rep, CLAY ADAMS, had received a gift from the GARRETT-SULLIVAN CONSORTIUM located in New York City. He stated that this gratuity was in the form of a wrist watch. MR. COX stated that it was common knowledge that some contractors that were friend of LAMOND GODWIN were being awarded contracts. Also other contracts that had already been let were being recinded so that new contracts could be written. COX stated that numerous Fed Reps and LAMOND GODWIN and a few of his staff attended a conference in New Orleans, Louisiana during the dates of December 8 thru December 12, 1980. COX felt that certain contractors may have scheduled and paid for a banquet and parties at the New Orleans Hilton during this conference time period. COX stated that some of the grantees that he was a Fed Rep for advised that they had been invited to these banquets, however, he felt that they had not been asked to contribute any money towards it. He further stated that possibly GARRETT-SULLIVAN was the contractor responsible for these banquets in New Orleans.

COX could not provide anymore information relative to any kickbacks or money that might have been received by LAMOND GODWIN or ERNEST GREEN.

Date Dictated 10/26/81

By Special Agent D. T. Kaylor

Date Transcribed 11/2/81

At Washington, D.C.

File No. OI-0524-0001

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview September 25, 1981

On this date GAIL McKINNEY was interviewed in her office relative to the awarding and administration of contracts to GARRETT-SULLIVAN & CO. (GS) and MITCHELL, TITUS & CO. (MT). McKINNEY stated the following:

McKINNEY has been a Manpower Development Specialist since 1966. Her duties at this position consist of the developing of work scopes, program designs, implementation schedules and procedural guides.

GODWIN was behind the contract awarded to GS in late 1977. She felt that RAY MARSHALL pushed GODWIN to award the contract to GS. MARSHALL worked for a consulting firm in North Carolina before becoming Secretary of Labor. GS was also from North Carolina.

A. L. NELLUM was performing on a similar contract when GS was awarded the contract. NELLUM's contract included technical assistance training (TAT), fiscal management, reporting and organization. The fiscal management portion of NELLUM's contract was taken away and awarded to GS. She agreed that more needed to be spent of fiscal management but she felt that NELLUM was doing a fine job and that he should have retained it and another contract could have been awarded to supplement it. NELLUM was not aware that a portion of his contract was to be awarded to another contractor. She could not compare performance between NELLUM and GS since she has no knowledge of accounting. The feedback she received from the program contractors indicated that both contractors performed adequately.

McKINNEY stated the normal procedure for awarding a contract from the conceptualizing stage to the procurement stage as follows:

- 1) A "think piece" is prepared by the Fed Rep and submitted to GODWIN through MAYRAND.
- 2) A scope of work statement is prepared by her supervisor (MAYRAND).
- 3) The entire product is reviewed by a legal staff.
- 4) Three (3) names are submitted to SBA for approval to negotiate with them.

By Special Agent MARTIN SQUITIERI MS
At Washington, D. C.

Date Dictated 9/25/81
Date Transcribed 9/30/81
File No. 30-0578-0002

The procedure followed in the awarding of the GS contract was as follows:

- 1) She prepared a "think piece" and submitted it to GODWIN through MAYRAND.
- 2) The contractor and amount was already selected by GODWIN.

GODWIN selected GS and gave them everything they wanted. She personally attended at least ten (10) meetings with GODWIN where GODWIN always took the side of GS. The consortium approach was used because GS did not have sufficient staff to adequately perform on the contract. She and MAYRAND argued with GODWIN about cost, the manner in which the contract was awarded to GS and the fact that NELLUM was an adequate contractor.

The attached memo of January 26, 1978 is indicative of her and MAYRAND's attitude at the time where they gave into GODWIN because he was their superior. Her intent in writing that memo was to ask the question, "who are you supporting, us or the contractor"? ERNIE GREEN did not become involved in the awarding or administration of this contract.

JERRY PETERSON and FRANK YEAGER of the Division of Audits and Investigations were against the four (4) CPA firm approach. There was something about them having evidence that GS was incompetent but that their evidence could not be used in this situation.

McKINNEY felt that she was removed as fed rep because she questioned many of the decisions made by GODWIN. PAUL MAYRAND, SANDY COHN, PETERSON, YEAGER and NELLUM were also opposed to the contract. CLAY ADAMS replaced her as the fed rep. McKINNEY felt that ADAMS agreed with everything GODWIN wanted to do on the contract.

She has no knowledge of any contracts being awarded to MT nor does she have knowledge as to their performance on this contract.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 11/20/81

On this date I personally interviewed HAROLD BOBROFF in his law office at 122 East 42nd Street, New York, N.Y. I inquired of Mr. BOBROFF his relationship with BERT MITCHELL and his knowledge of any loan or promissary note regarding Mr. MITCHELL and ERNEST GREEN.

Mr. BOBROFF stated that he has had a business relationship with Mr. MITCHELL for approximately ten years. With regard to the loan, Mr. BOBROFF stated that he was contacted by Mr. MITCHELL, and met with him in his law office. This meeting took place this year (1981) within the past three months. Mr. MITCHELL told him that he had made a loan to a long standing friend of his, an investigation had taken place and inquires were being made regarding this loan. Mr. MITCHELL asked Mr. BOBROFF to prepare a promissary note to formalize the loan.

Mr. BOBROFF prepared the promissary note for him which to his best recollection was for the amount of \$10,000. He does not recall the terms of the loan but believes repayment was to be made upon the sale of a condominium. The loan had been made by Mr. MITCHELL some time before, a year or so ago.

Mr. BOBROFF stated that he does not know ERNEST GREEN nor does he believe he has ever met with him. His recollection is that ERNEST GREEN was the recipient of the \$10,000 loan by BERT MITCHELL.

By S/A Ernest P. Repetti

At New York, N.Y.

Date Dictated 11/20/81

Date Transcribed _____

File No. 20-0598-0001A

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview November 10, 1981

On this date, Ms. Arlene Gilliam was interviewed at the Law Office of Mr. William Cassidy, located at 815 Connecticut St., N.W. Washington D.C.. Mr. Cassidy, acting as Gilliam's attorney was also present.

Ms. Gilliam stated that she was employed by the Department of Labor as an executive assistant to Ernie Green. She states she was the overall office administrator. Gilliam said she didn't talk to Lamond GODWIN very much and had very infrequent contact with Alexis HERMAN.

Gilliam recalled that a representative from the Mitchell/Titus CPA firm came in Green's office, maybe it was Bert Mitchell.

When asked what she knew of the Mitchell/Titus CPA firm being funded on eight contracts from the Department of Labor, she stated that she received a telephone call relating to this. Specifically, Gilliam stated that T. James Walker from the Office of Controller called her to have her advise Green that DOL would be able to fund MT.

Gilliam then stated it was her assumption from Walker that Green had contacted Walker to discuss the MT funding. Gilliam stated that the MT proposal and subsequent funding, were the only time during her employment with Green that Green's office was apprised of a funding proposal. Gilliam also stated that Walker advised her that DOL could use them.

Gilliam stated she has known Green since 1977, and that her last conversation with Green was six months ago. She said she had never received anything of value from any contractors, or as a result of using her position, nor does she know if Green ever received anything of value from any contractor.

Gilliam stated she was aware that Green was absent from his job to campaign for Jimmy Carter, and that he repaid the DOL all money that they erroneously paid to him during this time. She said that Green advised Paul Jensen who then advised the Solicitors Office about his leave of absence to campaign.

Gilliam stated that Janet Ross CAMPBELL was in the Solicitors Office with DOL. Gilliam stated that she can be contacted at phone number (202) 637-5200, and her attorney, Mr. Cassidy can be reached at (202) 331-4677.

By D.T. Kaylor -- Special Agent

At Washington D.C.

Date Dictated 11-10-81

Date Transcribed 11-24-81

File No. OI-0524-0001

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 11/20/81

On this date I personally interviewed HAROLD BOBROFF in his law office at 122 East 42nd Street, New York, N.Y. I inquired of Mr. BOBROFF his relationship with BERT MITCHELL and his knowledge of any loan or promissary note regarding Mr. MITCHELL and ERNEST GREEN.

Mr. BOBROFF stated that he has had a business relationship with Mr. MITCHELL for approximately ten years. With regard to the loan, Mr. BOBROFF stated that he was contacted by Mr. MITCHELL, and met with him in his law office. This meeting took place this year (1981) within the past three months. Mr. MITCHELL told him that he had made a loan to a long standing friend of his, an investigation had taken place and inquiries were being made regarding this loan. Mr. MITCHELL asked Mr. BOBROFF to prepare a promissary note to formalize the loan.

Mr. BOBROFF prepared the promissary note for him which to his best recollection was for the amount of \$10,000. He does not recall the terms of the loan but believes repayment was to be made upon the sale of a condominium. The loan had been made by Mr. MITCHELL some time before, a year or so ago.

Mr. BOBROFF stated that he does not know ERNEST GREEN nor does he believe he has ever met with him. His recollection is that ERNEST GREEN was the recipient of the \$10,000 loan by BERT MITCHELL.

By S/A Ernest P. Repetti 

At New York, N.Y.

Date Dictated 11/20/81

Date Transcribed _____

File No. 20-0598-0001A

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview November 16, 1981

On this date I interviewed JOSEPH HANDZO, Chief, Cost Determination Section, Frances Perkins Building, Room N-2427 (tel. # 523-8391), relative to ERNEST GREEN, LAMOND GODWIN and ALEXIS HERMAN. HANDZO stated the following:

He did not become involved with contracting for the GARRETT, SULLIVAN or MITCHELL, TITUS contract awards. SANDY COHN was head of the procurement section and it was his responsibility for negotiating the contract. He never dealt with GREEN, GODWIN or HERMAN relative to either of these contracts. He didn't do an indirect cost determination on either GARRETT, SULLIVAN or MITCHELL, TITUS because the information they furnished was incomplete. As a result, both contracts were referred to AL MELLBURGER for audit.

He heard rumors that GARRETT, SULLIVAN did not know regulations and that they poorly provided Technical Assistance Training (TAT) to the Farmworkers Program. He does not know what relationships existed between the two companies and GREEN, GODWIN or HERMAN. He has no knowledge of GREEN, GODWIN or HERMAN ever receiving anything of value from any contractor. The only rumors that he is aware of are the rumors surfaced by the HATCH Committee Investigators and those contained in the newspaper.

By S/A Martin Squitieri M/
At Washington, D.C.

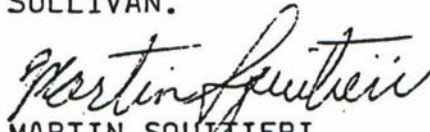
Date Dictated 11/16/81
Date Transcribed 11/16/81
File No. OI-0524-0001

MEMORANDUM OF TELEPHONE CONVERSATION

Date: November 5, 1981

In Re: OI-0524-0001.

On this date, I telephoned PAUL BOGOSIAN (804-887-8470) relative to his involvement with DOL contracts while employed at SBA. BOGOSIAN stated that he was very remotely involved with the awarding of contracts to GARRETT, SULLIVAN & Co. by DOL. He stated that the intricacies of the contract awards were handled by the DOL contracting officer and that his involvement consisted of handling the administrative function of processing the paperwork. BOGOSIAN stated that he has no knowledge of any "under the table" dealings between DOL and SBA for the purpose of awarding GARRETT, SULLIVAN contracts. He stated that the names LAMOND GODWIN, ERNEST GREEN and ALEXIS HERMAN are not familiar to him. He stated that at one time, there were some question as to whether GARRETT, SULLIVAN should be recognized as a large business rather than an 8A contractor. BOGOSIAN could not recall the details of the questioned status of GARRETT, SULLIVAN.


MARTIN SQUITIERI
Special Agent

U.S. DEPARTMENT OF LABOR

Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Case #20-0578-0001A

Date of Interview 10/7/81

On this date, I met with JOSEPH HALLOCK, Assistant Regional Council, S.B.A., at 26 Federal Plaza, Room 29-118, New York, New York 10007, Telephone #264-2845. The following inquiries were made relative to MITCHELL, TITUS & CO. and their relationship with S.B.A. In regard to qualifications for participation, SOP-80-05, a manual sets forth certain criteria for eligibility to partake in 8A Contracts, Minority Small Business & Capital Ownership Development Programs (MSB & COD). The qualifications will vary according to the services to be rendered and comparisons of that industry average income criteria. The company should be owned and controlled by disadvantaged and operated with reasonable prospects of success.

In regard to company and personal financial statements, all information should be complete, valid and without omission. The alleged loan from BERT MITCHELL to ERNEST GREEN, if valid, should have been listed as assets on financial statements submitted by MR. MITCHELL in May of 1980. The listing of that asset would not have had any bearing on the qualifications of MITCHELL, TITUS & CO.

In regard to the company financial statements, all government contracts obtained should be listed, including any other SBA Contracts obtained through other regional offices. They are unaware of any other SBA Contracts that MITCHELL, TITUS & CO. may have.

In regard to letter dated 7/23/80 from LAMOND GODWIN to SBA requesting MITCHELL, TITUS & CO. for contract, it was asked if this was normal procedure or some form of pre-selection. MR. HALLOCK made inquiries and stated that it was not too unusual for an agency to recommend a sub-contractor. SBA normally would select the sub-contractors after receiving the contract from the government agency.

MR. HALLOCK informs that the file does not indicate that any loans were obtained by MITCHELL, TITUS & CO. from SBA. The payment of the contracts are normally made by the government agency directly to the sub-contractor. MITCHELL, TITUS & CO. received a contract advance of \$110,000 under Contract 76-088. A contract advance is given when sub-contractor requests it indicating that agency payments are not punctual and contractor needs advance monies to operate. SBA was requested to schedule the advance payments given to MITCHELL, TITUS & CO., and repayments relative to all advances given to them.

I also met with SAM BROWN, SBA Contract Negotiator, Telephone #264-1490, relative to the \$80,000 contract awarded to MITCHELL, TITUS & CO. following letter of 7/23/80 from GODWIN. This contract was in three phases with the third phase ending on 9/30/81. This contract called for MITCHELL, TITUS & CO., among other things, to develop a Management Systems Handbook, under a 100 pages, producing 500 copies in a three-ring binder that was due in 12/80. This contract was terminated on 4/1/81 pursuant to

Date Dictated 10/9/81By ERNEST P. REPETTI, Special Agent EPRDate Transcribed 10/15/81At New York, New YorkFile No. 20-0578-0001A

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Report of Interview (cont'd)

Clause 25(a), Convenience of the Government. MR. BROWN informs that \$77,000 was paid to MITCHELL, TITUS & CO. on said contract. SBA is not aware what work MITCHELL, TITUS & CO. performed relative to that contract, that information would be with the contracting agency, the Department of Labor.


ERNEST P. REPETTI
Special Agent