DEPARTMENT OF THE AIR FORCE
ARLINGTON, VA 22203-1613

Office of the Deputy General Counsel

09 NOV 2004

MEMORANDUM IN SUPPORT OF THE DEBARMENT OF:

FRANK PLUM, III

On September 29, 2004, the Air Force proposed Frank Plum, III (Plum) for debarment from Government contracting and from receiving, directly or indirectly the benefits of federal assistance programs. The action was initiated pursuant to the Federal Acquisition Regulation (FAR) Subpart 9.4.

By correspondence dated October 26, 2004, Plum submitted information and argument opposing the proposed debarment. All the matters and arguments in opposition to the proposed debarment (the submission), and all information in the administrative record (the record) have been carefully considered.

INFORMATION IN THE RECORD

Information in the record indicates that:

1. Plum was an Air Force Colonel and Chief of the Special Programs Division at Air Force Materiel Command (AFMC/DRJ), Wright Patterson Air Force Base (WPAFB), Ohio. He retired on September 30, 2004.

2. Jerry Greenwood (Greenwood) was the owner and sole employee of J. Greenwood Limited (JGL), and a former GS-15 at AFMC/DRJ, WPAFB. He retired on March 31, 2003.

3. JGL was a small company formed by Greenwood for the purpose of subcontracting with AFMC/DRJ.

4. The Greentree Group (GTG) was a small business incorporated in Ohio, specializing in telecommunications and information systems.

5. Prior to Greenwood's retirement, Plum determined that Greenwood desired to return to work as a contractor at AFMC/DRJ performing substantially the same duties as he performed as a civilian government employee.

6. Although Plum states that he directed Greenwood not to participate in the preparation of the contracting documents, Plum failed to document this action. Rather than overseeing the contracting process, Plum was distracted by other division events and relied too heavily on the contracting officer (CO) and Senior Staff to properly award the contract.

7. On April 22, 2003, the CO at Hill Air Force Base, Utah awarded contract number F42650-03-C-7916 (the contract), a sole source Advisory and Assistance Service contract, to

GTG with JGL as a subcontractor. The contract was for one year with three options to renew for a total of $430,980.00. Under the contract, Greenwood, as JGL, performed many of the same duties he did while a civilian AF employee. He advised the AFMC/DRJ on a Special Access Program Video Teleconferencing Network.

8. Plum was instrumental in having the contract awarded sole source, notwithstanding that the contract should have been competitively bid.

9. On July 18, 2003, Greenwood's and Plum's access to the Special Access Programs was suspended pending the AFOSI investigation, and contracting officials at WPAFB sent GTG a Stop-Work order. On August 1, 2003, a Cure Notice was sent to GTG, and a Show Cause Notice was sent on August 12, 2003.

10. On February 20, 2004, Plum accepted non-judicial punishment, pursuant to Article 15, Uniform Code of Military Justice (UCMJ), administered by Lt. Gen. William Looney. Plum was found to have violated article 81 (conspiracy) and article 92 (failure to obey a lawful regulation) of the UCMJ, by allowing Greenwood to participate personally and substantially in a contract in which Greenwood had a personal financial interest. The punishment imposed was forfeiture of $1000 pay per month for two months and a reprimand.

ANALYSIS

Plum admits that his omissions allowed improper contracting procedures to occur. Assuming Plum instructed Greenwood not to prepare the contracting documents, Plum nevertheless failed to keep documentation of this and failed to insure that the contracting process was conducted properly.

Plum acknowledges that he was responsible for keeping documentation and insuring that Greenwood was not involved in the contracting process. Plum argues that although he received the Article 15 punishment, he was permitted to retire honorably and it was the only blemish to his military record. In view of these mitigating factors, the usual three years period of debarment is appropriately reduced.

FINDINGS

1. The imposition and acceptance by Plum of an Article 15 non-judicial punishment under the UCMJ is tantamount to a conviction and provides a separate basis for his debarment, pursuant to FAR 9.406-2(a)(1) and (5).

2. The improper conduct of Plum is of so serious or compelling a nature that it affects his present responsibility to be a Government contractor or subcontractor and provides a basis for his debarment, pursuant to FAR 9.406-2(c).

DECISION

Pursuant to the authority granted by FAR Subpart 9.4, Defense FAR Supplement, subpart 209.4, and 32 C.F.R. Section 25, and based on the evidence contained in the administrative record and the findings herein, Frank Plum, III is debarred for a period of one year from September 29, 2004, the date he was proposed for debarment. His debarment shall terminate on September 28, 2005.

STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)