



DEPARTMENT OF THE AIR FORCE

ARLINGTON, VA 22203-1613

Office of the Deputy General Counsel

VIA FEDERAL EXPRESS

JUL 29 2010

SAF/GCR
4040 N. Fairfax Drive
Suite 204
Arlington, VA 22203

Discount Tire Service, Inc.

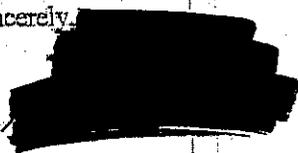

Re: Notice of Debarment

Ladies and Gentlemen:

By letter dated June 22, 2010, the Air Force initiated proceedings to debar Discount Tire Service, Inc. (Discount Tire) from contracting with the United States Government. The letter provided Discount Tire with an opportunity to submit information and arguments in opposition to the proposed debarment. To date, Discount Tire has not responded to the proposed debarment notice.

Based upon the information in the administrative record in this matter, I have determined that protection of the Government's interests requires that Discount Tire be debarred from contracting with the United States Government. The effects of debarment are those stated in the June 22, 2010, Notice of Proposed Debarment.

This debarment is effective immediately and continues for five years and six months from June 22, 2010, the date Discount Tire was proposed for debarment. Discount Tire's debarment will terminate on December 21, 2015.

Sincerely,


STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)



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ARLINGTON, VA 22203-1613

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CAS Honeycomb

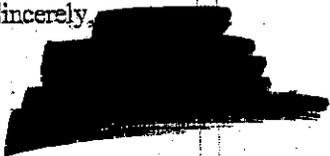

Re: Notice of Debarment

Ladies and Gentlemen:

By letter dated June 22, 2010, the Air Force initiated proceedings to debar CAS Honeycomb from contracting with the United States Government. The letter provided CAS Honeycomb with an opportunity to submit information and arguments in opposition to the proposed debarment. To date, CAS Honeycomb has not responded to the proposed debarment notice.

Based upon the information in the administrative record in this matter, I have determined that protection of the Government's interests requires that CAS Honeycomb be debarred from contracting with the United States Government. The effects of debarment are those stated in the June 22, 2010, Notice of Proposed Debarment.

This debarment is effective immediately and continues for five years and six months from June 22, 2010, the date CAS Honeycomb was proposed for debarment. CAS Honeycomb's debarment will terminate on December 21, 2015.

Sincerely,


STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)



DEPARTMENT OF THE AIR FORCE

ARLINGTON, VA 22203-1813

Office of the Deputy General Counsel

VIA FEDERAL EXPRESS

JUL 29 2010

SAF/GCR
4040 N. Fairfax Drive
Suite 204
Arlington, VA 22203

Sheet Metal Services, Inc.

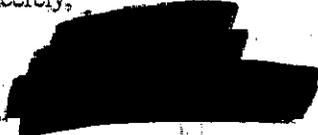

Re: Notice of Debarment

Ladies and Gentlemen:

By letter dated June 22, 2010, the Air Force initiated proceedings to debar Sheet Metal Services, Inc. (Sheet Metal Services) from contracting with the United States Government. The letter provided Sheet Metal Services with an opportunity to submit information and arguments in opposition to the proposed debarment. To date, Sheet Metal Services has not responded to the proposed debarment notice.

Based upon the information in the administrative record in this matter, I have determined that protection of the Government's interests requires that Sheet Metal Services be debarred from contracting with the United States Government. The effects of debarment are those stated in the June 22, 2010, Notice of Proposed Debarment.

This debarment is effective immediately and continues for five years and six months from June 22, 2010, the date Sheet Metal Services was proposed for debarment. Sheet Metal Services' debarment will terminate on December 21, 2015.

Sincerely,


STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)



DEPARTMENT OF THE AIR FORCE

ARLINGTON, VA 22203-1813

Office of the Deputy General Counsel

VIA FEDERAL EXPRESS

JUL 29 2010

SAF/GCR
4040 N. Fairfax Drive
Suite 204
Arlington, VA 22203

Mr. Jorge Cascante


Re: Notice of Debarment

Mr. Cascante:

By letter dated June 22, 2010, the Air Force initiated proceedings to debar you from contracting with the United States Government. The letter provided you with an opportunity to submit information and arguments in opposition to the proposed debarment. To date, you have not responded to the proposed debarment notice.

Based upon the information in the administrative record in this matter, I have determined that protection of the Government's interests requires that you be debarred from contracting with the United States Government. The effects of debarment are those stated in the June 22, 2010, Notice of Proposed Debarment.

This debarment is effective immediately and continues for five years and six months from June 22, 2010, the date you were proposed for debarment. Your debarment will terminate on December 21, 2015.

Sincerely,


STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)



DEPARTMENT OF THE AIR FORCE
ARLINGTON, VA 22203-1613

JUN 22 2010

Office Of The Deputy General Counsel

MEMORANDUM IN SUPPORT OF THE PROPOSED DEBARMENTS OF:

JORGE CASCANTE
CAS HONEYCOMB
SHEET METAL SERVICES, INC.
DISCOUNT TIRE SERVICE, INC.

Effective this date the Air Force has proposed the debarments of Jorge Cascante (Cascante), CAS Honeycomb, Sheet Metal Services, Inc. (Sheet Metal), and Discount Tire Service, Inc. (Discount Tire) from Government contracting and from directly or indirectly receiving the benefits of federal assistance programs. This action is initiated pursuant to Federal Acquisition Regulation (FAR) Subpart 9.4

INFORMATION IN THE RECORD

Information in the record establishes by a preponderance of evidence that at all times relevant hereto:

1. Cascante has owned and operated CAS Honeycomb since 2001. CAS Honeycomb is a Federal Aviation Administration (FAA) Repair Station that performs limited airframe maintenance. Cascante is also a principal officer of Sheet Metal and Discount Tire.
2. On April 30, 2009, search warrants were executed on the businesses of Julio Zerene (Zerene). Zerene was being investigated for illegally manufacturing parts for various aircraft, which, through brokers or authorized Department of Defense (DoD) contractors, were sold to the Air Force. Zerene was neither an authorized FAA repair station operator nor a licensed DoD contractor, restricting him from manufacturing airplane parts for the U.S. military or the civil aviation community. Zerene ultimately admitted to having fabricated numerous parts for local aviation parts brokers without adhering to the proper FAA and DoD manufacturing regulations.
3. Zerene asserted that he had illegally manufactured aircraft parts for Cascante, and that since 1998 Cascante had paid him approximately \$300,000 to do so.
4. On May 12, 2009, a search warrant was executed at the offices of CAS Honeycomb. Cascante admitted that Zerene had fraudulently manufactured airplane parts for CAS Honeycomb. Cascante was aware that Zerene was not certified by the DoD or the FAA and that all of the parts manufactured by Zerene would ultimately be sent to the Air Force. More specifically, Cascante admitted that he had provided fraudulent "Boeing Replica Panels" to Airborne Group, a Miami-based parts broker and approved DoD contractor.

5. Between December 2006 and May 2009, Cascante earned approximately \$459,850 from the sale of fraudulent aircraft parts to brokers who thereafter provided the parts to the Air Force.

6. A one-count criminal information was filed against Cascante on February 25, 2010 in the Southern District of Florida. The information alleged that by engaging in the aforementioned activities, Cascante violated 18 U.S.C. § 38 (Aircraft Parts Fraud). Cascante plead guilty to that information on March 24, 2010.

7. On June 17, 2010, Cascante was sentenced in the Southern District of Florida to a thirty-month term of imprisonment, followed by a two-year supervised term of probation.

BASES FOR THE PROPOSED DEBARMENT

1. There is a preponderance of evidence in the administrative record establishing that Cascante was convicted of committing fraud in connection with performing a public subcontract. The evidence provides a basis for the debarment of Cascante pursuant to FAR 9.406-2(a)(1)(iii).

2. There is a preponderance of evidence in the administrative record establishing that Cascante knowingly failed, within three years after final payment on a Government subcontract awarded to him, to timely disclose to the Government, in connection with the performance of the subcontract, credible evidence of violation of Federal criminal law involving fraud. The evidence provides a separate and independent basis for the debarment of Cascante pursuant to FAR 9.406-2(b)(1)(vi)(A).

3. There is a preponderance of evidence in the administrative record establishing that Cascante was convicted of committing offenses indicating a lack of business integrity or business honesty that seriously and directly affects his present responsibility. The evidence provides a separate and independent basis for the debarment of Cascante pursuant to FAR 9.406-2(a)(5).

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

5. Pursuant to FAR 9.406-5(a), the seriously improper conduct of Cascante is imputed to CAS Honeycomb, because his seriously improper conduct occurred in connection with the performance of his duties for or on behalf of CAS Honeycomb, or with CAS Honeycomb's knowledge, approval, or acquiescence. The imputation of Cascante's conduct provides a separate and independent basis for the debarment of CAS Honeycomb.

6. Pursuant to FAR 9.406-1(b), debarments may be extended to the affiliates of a contractor. Cascante and Sheet Metal are affiliates, as defined in FAR 9.403 (Affiliates), because directly or indirectly, Cascante has the power to control Sheet Metal. The affiliation of Cascante and Sheet Metal provides a separate and independent basis for each of their debarments.

7. Pursuant to FAR 9.406-1(b), debarments may be extended to the affiliates of a contractor. Cascante and Discount Tire are affiliates, as defined in FAR 9.403 (Affiliates), because directly or indirectly, Cascante has the power to control Discount Tire. The affiliation of Cascante and Discount Tire provides a separate and independent basis for each of their debarments.

Sincerely,



STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)

1 Encl.

a/s