

UNITED STATES OF AMERICA

ARMED SERVICES BOARD OF CONTRACT APPEALS

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IN THE MATTER OF:

THE APPEAL OF

Wesleyan Company, Inc.

Under Contract No.
DAAK60-84-M-1116,

et al.

¼

VOLUME 1

Tuesday

April 15, 2008

Hearing Room B
Seventh Floor
Skyline Six
5109 Leesburg Pike
Arlington, Virginia

The above-entitled matter came
on for hearing, pursuant to notice, at 1:00
p.m.

BEFORE:

THE HONORABLE MONROE E. FREEMAN, JR.
Administrative Law Judge

Neal R. Gross & Co., Inc.
(202) 234-4433

Hubbard testifies about Schnockenberg's
Removal - AT ASBCA how and why
Army

Volume 2

(Killed)

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1 canteens came right out of left field. Wesleyan's
2 Colonel Schnockenberg was totally appalled. technologies
3 He thought it was designed to kill the Fist
4 Flex and he had serious doubts about going - money.
5 down to the Chem School and saying that the - Control
6 SN-CIE that they had sent up to the chief of ~~STIC~~
7 staff of the Army that was approved in July -
8 was defective, but we then did that in
9 November 29th, 1988.

10 Q What would be the motivation, if
11 any, if you know, for reporting that Colonel
12 Schnockenberg believed this was an effort to
13 kill Fist Flex? What would be the motivation
14 behind it?

15 MR. CLARKE: Objection. That calls
16 for speculation.

17 JUDGE FREEMAN: Overruled. You may
18 answer.

19 THE WITNESS: You have to remember
20 that the entire Water Program was \$1.05
21 billion. That's a thousand million dollar
22 contracts. Money was a huge issue. They had
23 already said that they were going to plus-up
24 the budget to \$600,000 to buy the Fist Flex
25 and then after the board meeting was

1 cancelled, the very next month, they issue a
2 statement of need that comes out of left field
3 that kills it.

4 So to me, the issue was money. The
5 Chem School apparently wanted to keep the man-
6 water interface within its program control and
7 they were -- that was the resounding shot that
8 they were not going to purchase an NDI item.

9 Now, what made that so ingenuous
10 was after we went down to the Chem School and
11 told the Chem School that the SN-CIE was
12 defective, that it could never be done, the
13 physics wouldn't allow it, and that was in
14 November of '89, we -- November of '88. I'm
15 sorry.

16 We came back and in April of '89,
17 Colonel Schnockenberg gave me my annual
18 performance appraisal two months early. There
19 were also rumors around the institute that he
20 was being relieved. He was in fact relieved
21 in either June or July of 1989. That became
22 -- it then became very clear what falling on
23 your sword in defense of Fist Flex in
24 opposition to a defective SN-CIE meant.

25 ~~He~~ He was essentially relieved without

1 cause, sent to the Pentagon. He called me up.
2 He said, "I got an office the size of a phone
3 booth. I'm sitting here in disgrace in one of
4 the rings of the Pentagon."

5 He then sent me a document, a
6 funding document from the Congressional Record
7 that was published in 1989. In there,
8 congressional staffers had put in language to
9 say that the new improved mask drinking system
10 prototype was showing very favorable test
11 results. They went on to say that they --
12 that this had been done at no cost to the Army
13 and --

14 JUDGE FREEMAN: Excuse me. Excuse
15 me.

16 THE WITNESS: -- \$1 million was
17 being --

18 JUDGE FREEMAN: Dr. Hubbard?

19 THE WITNESS: Was being allocated
20 for its purchase.

21 JUDGE FREEMAN: Dr. Hubbard, just
22 a moment, please. Before you continue, what
23 is the date of the handwritten talk that Mr.
24 Schneider gave to the WARMAG? It was fairly
25 strong language about the --