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UNITED STATES OF AMERICA

ARMED SERVICES BOARD OF CONTRACT APPEALS

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IN THE MATTER OF:

THE APPEAL OF

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ASBCA Docket No.

Wesleyan Company, Inc. ° 53896

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

et al.

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VOLUME 1

Tuesday

April 15, 2008

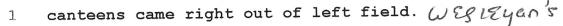
Hearing Room B Seventh Floor Skyline Six 5109 Leesburg Pike Arlington, Virginia

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



- Colonel Schnockenberg was totally appalled. technologies
- He thought it was designed to kill the Fist 3
- Flex and he had serious doubts about going
- down to the Chem School and saying that the T 5
- SN-CIE that they had sent up to the chief of
- staff of the Army that was approved in July
- was defective, but we then did that in
- November 29th, 1988. 9
- What would be the motivation, if 10
- any, if you know, for reporting that Colonel 11
- Schnockenberg believed this was an effort to 12
- kill Fist Flex? What would be the motivation 13
- behind it? 14
- MR. CLARKE: Objection. That calls 15
- for speculation. 16
- JUDGE FREEMAN: Overruled. 17
- answer. 18
- THE WITNESS: You have to remember 19
- that the entire Water Program was \$1.05 20
- That's a thousand million dollar billion. 21
- contracts. (Money was a huge issue.) They had 22
- already said that they were going to plus-up 23
- the budget (to \$600,000 to buy the Fist Flex 24
- and then after the board meeting was 25



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- 1 cancelled, the very next month, they issue a
- 2 statement of need that comes out of left field
- 3 that kills it.
- 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.
- 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.
- We came back and in April of '89,
- 17 Colonel Schnockenberg gave me my annual
- 18 performance appraisal two months early. There
- 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.
- He was essentially relieved without

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- 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 --
- JUDGE FREEMAN: Excuse me. Excuse
- 15 me.
- 16 THE WITNESS: -- \$1 million was
- 17 being --
- JUDGE FREEMAN: Dr. Hubbard?
- 19 THE WITNESS: Was being allocated
- 20 for its purchase.
- JUDGE FREEMAN: Dr. Hubbard, just
- 22 a moment, please. Before you continue, what
- is the date of the handwritten talk that Mr.
- 24 Schneider gave to the WARMAG? It was fairly
- 25 strong language about the --

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