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**DEPARTMENT OF THE ARMY TECHNICAL BULLETIN**

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**WARRANTY PROGRAM****FOR****DOLLY SET, LIFT, TRANSPORTABLE SHELTER, 7 1/2 TON M1022  
(NSN 2330-01-167-7262)****REPORTING OF ERRORS AND RECOMMENDING IMPROVEMENTS**

The reporting of errors, omissions, and recommendations for improving this publication is recommended. Reports should be submitted on DA Form 2028 (Recommended Changes to Publications and Blank Forms) and forwarded direct to: U.S. Army Tank-Automotive Command, ATTN: AMSTA-MB, Warren, MI 48397-5000. A reply will be furnished to you.

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**HEADQUARTERS, DEPARTMENT OF THE ARMY, WASHINGTON, D.C.**

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**15 DECEMBER 1988**

1. GENERAL.. This bulletin is intended to clarify the warranty for Gichner Mobile Systems 7 1/2 ton M 1022 Dolly Set, Lift, Transportable Shelter procured under contract DAAEO7-86-C-RO14. It contains instructions for obtaining service and/or supplies covered under warranty. This bulletin also describes methods of processing warranty claims. For additional information on this or any U.S. Army Tank-Automotive Command (TACOM) equipment, contact your local Warranty Coordinator (WARCO) or (TACOM) Logistics Assistance Representative (LAR). If your WARCO or TACOM LAR is not available or if additional information is required, contact TACOM through the 24 hour hotline. The number to call is AUTOVON 786-7430, commercial (313) 574-7430. The caller should be prepared to provide (1) name, (2) AUTOVON and commercial telephone numbers, (3) complete unit designation, (4) identification of vehicle including serial number(s), (5) a

brief description of the problem and (6) the contract number.

**2. EXPLANATION OF TERMS.**

**a.** "Acceptance," the final execution of an official document (e.g., DD Form 250) by an authorized representative of the Government accepting the end item.

**b.** "Correction," means the elimination of a defect.

**c.** "Defect," means any condition or characteristic, in any supplies or services furnished by the Contractor under the contract, that is not in compliance with the requirements of the contract.

**d.** "Supplies," means the end items and all parts and accessories including related services required by contract.

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### 3. COVERAGES - SPECIFIC.

a. This warranty covers all M1022 Dolly Sets procured under contract DAAEO7-86-C-RO14.

b. For eighteen (18) months, from final acceptance by the Government, Dolly Sets are warranted to be free from all defects in materials and workmanship. If the contractor's suppliers provide to customers greater warranty for parts and components the contractor shall pass through such greater warranty to the Government.

### 4. CONTRACTOR RESPONSIBILITIES

a. The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

b. **Initial Notification of Defect/Election of Remedies.** The Government has the option, in case of defective supplies, either to (a) repair or replace the defective supplies, and charge resulting costs to the contractor, or (b) require the contractor to repair or replace the supplies. The Government must notify the contractor, in writing, within 30 days of the discovery of a defect, and inform the contractor whether the repair or replacement will be done by the Government or the contractor.

c. **Contractor Repair/Replacement.** If the Government requires the contractor to effect repair/replacement, the contractor must provide instructions, within five working days of the initial notification, providing for Government delivery of the vehicle to contractor's local facility or dealership for corrective repair or replacement. If the contractor fails to accomplish the repair or replace the vehicle within 30 days after the Government delivers the same to contractor's facilities, the contractor will extend the warranty period for a time equal to the time from Government delivery under this provision until the vehicle is repaired.

d. **Government Repair/Replacement.** Upon timely notification of the existence of a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer (CO), in writing within 21 days, a recommendation for corrective action. After that 21 day period the Government may proceed to correct or replace the defective item. Not later than 30 days after receiving the contractor's recommendations for corrective action, the Government will notify the contractor as to what parts are required to correct the defect. The contractor must then give notice within 5 days of its intention to furnish the identified parts. If the contractor fails to furnish such parts within 30 days thereafter, the contractor will extend the warranty period by a time equal to that period which begins with the initial notification of defect and ends when the vehicle is repaired. If the Government does not require contractor

furnished parts to make repair or replacement, then the Government will notify the contractor, within 30 days after receipt of contractors' recommendation for repair, of the parts used by the Government in repair/replacement of the defect. The contractor must notify the Government within 30 days of its intention to provide cost reimbursement and replacement parts. Contractor must then provide such replacement within 60 days of its notification of intent, and cost reimbursements within 30 days.

e. Whether the Government elects contractor services or parts in connection with warranty repairs, or elects to accomplish warranty repairs on its own, utilizing Government supplies and personnel labor; the contractor is responsible for all supply, labor, and transportation costs associated with said warranty repair. The cost will be computed at the contractor's prevailing hourly rate for such services in that geographical area, or the Government's actual cost, whichever is less. Additionally, the contractor shall be responsible for reasonable costs of disassembly/reassembly of items necessarily removed in connection with repair or replacement of vehicles wherever located.

f. The contractor will perform IAW the responsibilities outlined above without regard to any disagreement as to warranty coverage of the defect. If it is later determined that the contractor did not breach the warranty, the contract price will be equitably adjusted pursuant to the "Changes" clause. Failure to agree on this adjustment or on any other question of fact arising under the contract will be settled using the procedures of the "Disputes" clause of the contract.

**5. GOVERNMENT RESPONSIBILITIES/IDENTIFICATION.** The Major Subordinate Command for the Dolly Set is the U.S. Army Tank Automotive Command (TACOM), Warren, MI. TACOM is responsible for managing and implementing the warranty. The government will utilize the DOD Supply System and Government labor to the maximum extent possible. Only in rare cases will contractor labor and supplies be utilized.

**6. GOVERNMENT MAINTENANCE/IDENTIFICATION.** Dolly Set repair is authorized as prescribed by the Maintenance Allocation Chart (MAC). The Government will perform the necessary repair, including the use of Government furnished supplies when available. Normal care, servicing, repair and preventive maintenance procedures as authorized in the MAC and Preventive Maintenance Checks and Services (PMCS) must be performed.

**7. OWNING UNIT RESPONSIBILITIES.**

a. Major Commands (MACOM) authorized the Dolly Set will establish a WARCO responsible for administering all warranties IAW AR 700-139.

b. Warranty claims processing channels are:

(1) CONTINENTAL UNITED STATES (CONUS). Active Army, United States Army Reserve (USAR), and Army National Guard (ARNG) units in CONUS shall process warranty claims through support maintenance channels to the Director, Industrial Operations (DIO) of the installation which normally provides maintenance/supply support.

(2) OUTSIDE CONTINENTAL UNITED STATES (OCONUS). Units OCONUS should process warranty claims through support maintenance channels to a single point of contact established within the Theatre Support Command exercising management control of Intermediate General Support Maintenance.

c. All warranty claims will be documented IAW DA PAM 738-750. The repair activity shall make every attempt to obtain supplies through the DOD supply system and to utilize Army labor. Warranty claims shall be submitted by the repair activity: (1) to report completion of repair(s), (2) to request supplies off-line, or (3) to request contractor services (CONUS ONLY). When submitting a claim to obtain supplies off-line or to request contractor services, the repair activity must submit copy 3 of DA Form 2407 to TACOM, AMSTA-MM. All available data should be annotated on the DA Form 2407. In the remarks block, provide one of the following statements; "The DOD supply system was nonresponsive. Request contractor forward supplies as identified by National Stock Number (NSN) and /or Part Number (PN) in block 20h, " or " Army cannot accomplish repairs. Contractor services are required." The requisition number established to obtain supplies through the DOD supply system shall be noted in the remarks block and the repair activity must take action to cancel that requisition. Off-line supply actions will be processed only after verification that the supplies are not readily available through the DOD supply system. Prior to forwarding copy 3 of DA Form 2407 for off-line supplies or contractor services, the local WARCO or repair activity's Maintenance Officer must verify that the failure is warrantable and was not caused by operator abuse or improper maintenance.

**8. WARCO RESPONSIBILITIES.**Warranty Control Office responsibilities are outlined in AR 700-139.

**9. ARMY OIL ANALYSIS PROGRAM (AOAP).** Not applicable.

**10. ALTERATIONS/MODIFICATIONS.**

Alterations and modifications shall not be made unless authorized in writing by AMSTA-MVA, TACOM (AV 7867386.)

**11. DESIGN/ PERFORMANCE SPECIFICATIONS.**

Not applicable.

**12. NULLIFICATION.** Warranty provisions do not apply to defects or failures resulting from:

a. Improper Government installation, operation, or maintenance of warrantable item(s).

b. Unauthorized Government modification and/or repair.

c. Combat damage.

d. Accident (unless caused by failure of a warrantable item).

e. Acts of God.

f. The Government's use of unapproved supplies.

g. Failure to perform prescribed maintenance.

**13. ABUSE DETERMINATION.** The repair activity shall retain defective supplies for 30 days following receipt of acknowledgement of claims from TACOM. The return of defective supplies for analysis and determination of failure shall be determined by TACOM on a case by case basis. If instructions are not received within a 30 day period, the repair activity will dispose of defective supplies appropriately.

**14. ABUSE AVOIDANCE.** When abuse has been determined (intentional or unintentional), a statement shall be made by the abuse determination activity as to how abuse can be avoided in the future.

**15. CLAIMS PROCEDURE.** The procedures for reporting warranty claims are found in DA PAM 738-750. Detailed procedures are outlined in Paragraphs 4 and 6 of this Technical Bulletin. Responsibilities of the MACOM are found in AR 700-139. Additional procedures and guidance may be obtained by calling the TACOM HOT LINE, AV 786-7430 or commercial (313) 574-7430.

**a. Identification Of Failed Items.** When an item under warranty fails, it shall be tagged and identified IAW DA PAM 738-750 and shall be adequately handled and stored to prevent improper repair, use, disposal or cannibalization during the processing of the warranty claim.

**b. Disposition Of Failed Items.** Any component,

part, or assembly under warranty that fails during the warranty period becomes a warranty claim exhibit. All exhibits will carry a DA Form 2402 marked "Warranty Exhibit." Exhibits will be retained until disposition instructions are obtained from the TACOM WARCO. These instructions will be communicated within 30 days after receipt of your warranty claim action.

**(1) False Returns.** When supplies are inspected by the contractor and are found to be non-warrantable due to abuse or improper maintenance, or the supplies are found to be serviceable, the repair activity submitting the DA Form 2407 may be required to make reimbursement for contractor services. All failed items returned for warranty claim action will be monitored by TACOM.

**(2) Receipts/Verifications/Of Contractor Repairs.** When supplies are submitted for contractor repair, the repair activity shall:

- (a)** Determine the approximate repair time, the extent of the problem and any estimated costs which may be incurred.
- (b)** Provide contractor with point of contact.
- (c)** Obtain location, and telephone number of the contractor representative for any required follow up purposes.

**c. Evaluation.** The repair Activity shall inspect all supplies after completion of repairs to determine what service(s) was performed and/or what supplies were provided. This is required for problem trend evaluation by the National Maintenance Point (NMP) and must be identified on DA Form 2407.

**16. REIMBURSEMENT FOR ARMY REPAIR.** Reimbursement for supplies obtained through the DOD supply system will be processed by TACOM WARCO (AMSTA-MM) after receipt of the DA Form 2407. A fund citation shall be established by the MACOM and shall be provided to TACOM, AMSTA-EFD, at the beginning of each fiscal year to effect reimbursement for supplies.

**17. CLAIM DENIALS AND DISPUTES.** All denials or disputes, will be handled at TACOM.

**18. REPORTING.** Reporting or recording action on a failed item shall be as specified in DA Pam 738-750 or DA Pam 738-751. Contractor unique forms shall not be used.

**19. STORAGE/SHIPMENT/HANDLING.**

**a. Storage.** If the Government prior to placing vehicles in service, elects to place quantities of such newly delivered vehicles in Government depot storage, the contractor agrees that the time period of the warranty will not begin to run for such stored vehicles until each vehicle is withdrawn from Government storage or until six months from date of final acceptance, whichever occurs first. The Government prior to placing each new vehicle in storage and again at time of its withdrawal, shall notify the contractor thereof and identify each vehicle and its time in and out of storage. Vehicles, designated as Production Samples shall be treated as vehicles placed in storage for warranty purposes.

**b. Shipping.** See para 15 of this Bulletin.

**c. Handling.** Not applicable.

**20. REFERENCED DOCUMENTS.**

AR 700-139  
Army Warranty Program  
Concepts and Policies

DA Form 2407  
Maintenance Request (Claims)

DA Form 5504 and DA Form 5504-1  
Maintenance Request (Claims)

DA Pam 738-750  
Army Maintenance Management Systems (TAMMS)

DA Form 2402  
Exchange Tag

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Distribution:

To be distributed in accordance with DA Form 12-39, Operator, Unit and Direct Support and General Support maintenance requirements for Dolly Set, Lift, Transportable Shelter, M689, M689E1, M829, M832, M840

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