

Name of Offeror or Contractor:

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
MAIL STOP 309
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

15 52.246-4037 COMMERCIAL WARRANTY INFORMATION
(TACOM)

OCT/1996

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

18 MONTHS

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-04-R-0198

MOD/AMD

Name of Offeror or Contractor:

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

AFTER SALE

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

PARTS & LABOR RELATED TO MANUFACTURE. DOES NOT INCLUDE ABUSE OR MISINSTALLATION BY BUYER.

Does the warranty cover replacement parts only, or is labor included as well?

LABOR INCLUDED

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

AUTOMATICALLY AFTER INVOICED

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

NO

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

No pass-through warranties will apply: all warranty coverage is provided and administered by us.

Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM

WARRANTY DURATION

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

AT DIVISION HEADQUARTERS, PARKER HANNIFIN CORP. 520 TERNES AVE. ELYRIA, OHIO 44035 440-366-5100

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

DATE CODE LOCATED ON NAMEPLATE

(9) What circumstances, if any, will void the warranty?

MISUSE, OBVIOUS ABUSE, CONTAMINATION, WRONG INSTALLATION

(10) Is an extended warranty available?

Yes

No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?
