

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Contract Number: **H-16-318H**

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

Bid Opening Date: **April 5, 2016** Time: **11:00 a.m.**

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on page 2 of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Cab & Chassis

Bid prices shall include delivery of all **Cab & Chassis** to the Arkansas State Highway and Transportation Department at the F.O.B. location(s) shown on attached Bid Sheet and shall include the warranty and service requirements stated in the specifications.

Contract may be renewed or extended upon mutual agreement of the parties, but shall not exceed limitations allowed by Arkansas State Procurement Law.

Literature Submittals – Item A2 of Bid Specifications shall supersede Item #10 of Standard Bid Conditions.

Bid Bond in the amount of \$1,000 required of all bidders at time of bid opening or bid will be rejected. **Personal and company checks are not acceptable as Bid Bonds.** See Condition 3 on page 2 of bid invitation.

Performance Bond in the amount of 5% of the total awarded to the respective bidders must be furnished within 10 days after receipt of notice of intent to award as a guarantee of delivery in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 3 on page 2 of bid invitation.

Additional Bonding Requirement: If additional units are purchased from this contract, a separate Performance Bond will be required under the same conditions as stated in this Bid Invitation.

Bidder shall specify guaranteed delivery date for all vehicles/equipment bid on in the space provided under each item number for which a price is being submitted. Successful bidder shall furnish Warranty Data for each vehicle/equipment delivered. The Warranty Data shall contain all necessary information such as motor and/or serial numbers and shall be signed by the selling dealer at the time vehicle/equipment is delivered to the Highway Department. Certificate of Origin, Federal Excise Tax Exemption Certificates, Odometer Disclosure Statement and five (5) copies of the Invoice for each vehicle/equipment to be furnished to Equipment & Procurement Division, P.O. Box 2261, Little Rock, AR 72203

The successful bidder will be required to complete delivery within 180 days after award.

Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Commodities & Services Bids/Contract Information”. Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

STANDARD BID CONDITIONS

H-16-318H

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden, Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
LITTLE ROCK, ARKANSAS
EQUIPMENT AND PROCUREMENT DIVISION
BID SHEET**

Contract No.: H-16-318H

BIDDER: _____

Page 1

-
1. **1-Cab & Chassis, 19,000# GVWR, Automatic Transmission, Diesel**
with Standard Height Service and Boom Lift to meet AHTD **Spec. 16-59-023.**

FOB: AHTD – District 9 Headquarters, 4590 Highway 65 South, Harrison, AR 72061

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ _____

Total for **1** Cab & Chassis \$ _____

Cab & Chassis proposed as meeting specifications:

Make _____ Model _____ Warranty _____

Guaranteed Delivery Date _____

Additional Units may be purchased at the same pricing and
conditions through _____
(Date)

BID TOTAL \$ _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 16-59-023

FOR

TRUCK MOUNTED

ARTICULATING TELESCOPIC INSULATED AERIAL LIFT

WITH SERVICE BODY

A. General Specifications

1. **Current Model:** Units furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Units manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder(s) will be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.
2. **Literature:** **Manufacturers literature, verifying adherence of proposed unit to each line item addressed in this specification, shall be submitted with the bid. If any literature and/or specifications of items conflict with AHTD specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid.**
3. Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas State Highway and Transportation Department that deviations will be acceptable.
4. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
5. **Manuals:** The successful bidder shall furnish one (1) Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book to each FOB point.

The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD, DVD, USB Drive, etc.) in lieu of printed manuals.
6. Any equipment furnished on vehicles purchased under this specification for which "Federal Register Standard" has been established at time of delivery shall comply with the requirements of applicable standard and all equipment required by said standard shall be furnished whether or not it is specifically mentioned in the specification.
7. All parts, accessories and tools necessary for satisfactory operation of unit shall be furnished whether or not they are specifically mentioned in this specification (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).
8. **Special Requirements:** The successful bidder shall coordinate final configuration (Body, Platform, Platform Access, Rear Bumper/Tail Shelf,) with AHTD before fabrication of the unit.
9. **Delivery Requirements:** It will be the responsibility of the Successful Bidder to guarantee delivery of the cab & chassis as specified, including items or equipment installed by a third party contractor, within the quoted time.
10. **Cooperative Purchasing:** Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. Vendors would not be required to sell to any such entity under this contract, and those entities would not be obligated to purchase from the contract.

Each entity wishing to purchase from the contract must make contact directly with the appropriate vendor(s). The Highway Department shall remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department shall be held harmless of any and all liability arising from such transactions.

* Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

B. Unit Specifications:

1. General: This specification is intended to cover a service body and a pedestal mount, two section, insulated, hydraulic operated, telescoping boom and work platform, with a minimum working height of 40', completely mounted on a truck chassis and ready for use.
2. Cab & Chassis:
 - a. GVWR: No less than 18,700 pounds.
 - b. Wheelbase: Minimum of 130", maximum of 145".
 - c. Cab to Axle: 60", nominal.
 - d. Engine: Liquid cooled turbocharged diesel with a minimum piston displacement of 6.7 liters developing no less than 300 SAE gross horsepower at rated RPM and no less than 620 lb. ft. SAE gross torque. Shall be equipped with air cleaner, no less than two (2) maintenance free batteries with a minimum rating each of 750 cold cranking amps at 0° F, full flow oil filter, fuel filter and not less than 130 amp alternator. Engine shall be equipped with a block heater which will operate on 120 volts AC.
 - e. Cooling: Heavy duty cooling system with anti-freeze protection to -20° F, or lower.
 - f. Transmission: Automatic, with a minimum of six (6) forward speeds. Transmission shall be equipped with PTO provision and include an auxiliary transmission oil cooler.
 - g. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
 - h. Front Axle: I-beam or solid type axle. Capacity of front axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above.
 - i. Rear Axle: Hypoid type, full floating, with a ratio of 4.44 or 4.88 to 1. Alternate ratio may be provided if approved by AHTD prior to delivery. (Axle ratio should provide a maximum theoretical geared speed of no less than 69 MPH and still provide acceptable startability.) Capacity of rear axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above. Rear springs shall consist of both main and auxiliary or overloads.
 - j. Brakes: Power front and rear disc with four wheel anti-lock. Parking brake as regularly furnished by manufacturer.
 - k. Cab: Conventional Cab complete with insulation and all standard interior trim, dual electric intermittent windshield wipers, right and left sun visors, factory installed electronic AM/FM/WB radio, floor covering consisting of manufacturer's standard materials and colors for model and trim level provided, factory installed fresh air heater defroster unit, key lock on doors, inside rear view mirror, and right and left side trailer tow type exterior mirrors with extended or extendible arms. Mirror heads to measure no less than 6" x 9".
 - l. Seating: May consist of a split bench seat with three (3) person seating or a driver's high back bucket seat and two (2) person passenger seat. Upholstery to consist of manufacturer's standard materials and colors for model and trim level provided. Seat belts shall be provided for all seating positions.
 - m. Air Conditioning: Shall be equipped with factory installed air conditioning and include tinted glass.
 - n. Tilt Steering Column: Factory installed.
 - o. Speed Control: Factory installed automatic speed control.
 - p. Wheels: Seven (7) 19.5" steel disc with no less than 6.0" rim section. Rear wheels to be dual.
 - q. Tires: Seven (7), no less than 225/70R19.5 - F load range, all season tubeless radials (duals on rear).

- r. Fuel Tank(s): Minimum fuel capacity of 40 gallons. Fuel fill hose assembly furnished with fuel tank(s) shall be a minimum of 36" in length to allow attachment to an aftermarket body.
 - s. Front Tow Hooks: Two (2), minimum.
 - t. Lights: Dual beam headlights, parking lights, self-canceling directional turn signals with hazard flasher switch, back up lights, front side marker lights and front cab clearance and identification lamps. Rear lights to consist of stop and tail lights in addition to directional signals.
 - u. Equipment: Front bumper, front and rear shock absorbers, jack and lug wrench.
 - v. Keys: Minimum of three (3) ignition/door keys per vehicle.
 - w. Backup Alarm: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.
3. Service Body: Shall be standard height service body normally designed to mount on a cab and chassis with dual rear tires and 60" CA measurement.
- a. Construction: Electrically welded all steel construction with edges rolled or folded. Body shall have longitudinal members and cross members welded for floor support. Body floor shall be constructed of no less than 12 gauge safety tread plate.
 - b. Dimensions:
 - (1) Body Length: 107" – 110".
 - (2) Body Width: 93" – 96".
 - (3) Body Height: 39.5", minimum.
 - (4) Body Floor To Compartment Top: 24.75" minimum.
 - (5) Compartment Depth: 18", minimum.
 - (6) Floor Width: 50" – 55".
 - c. Compartments: Each side of the body shall have a minimum of one (1) vertical compartment in front of the rear wheels, one (1) horizontal compartment over the rear wheels and a minimum of one (1) vertical compartment behind the rear wheels. Vertical compartments shall be full height and have adjustable shelves. Each horizontal compartment shall have an adjustable shelf and dividers. All doors shall be protected from weather and have double panels with flush type handles and locks keyed alike. Doors shall have rubber seals to keep out water and dust.
 - d. Bumper: Rear of body shall have a combination bumper and tail shelf which extends no less than 1" past the work platform when boom is cradled. Shall have smooth plate entryway steps in side of tail shelf on curbside with grip strut step underneath. An arch type grab handle approximately 10 1/2" wide x 27" high shall be installed on the rear of the tail shelf and a 12" minimum grab handle shall be installed on the curbside rear of the body.
 - e. Mud Flaps: Shall have mud flaps no less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
 - f. Lights: Recess combination stop and tail lights in addition to directional signals and backup lights to meet ICC regulations.
4. Aerial Lift:
- a. Pedestal: Shall be mounted in bed of truck directly behind truck cab to allow for full use of body space. Shall have a hydraulic motor driven rotator providing 360° continuous rotation.
 - b. Boom: Shall be pedestal mount, telescoping type with a minimum of two (2) sections. Horizontal reach from centerline of rotation shall be no less than 21'. Height from ground to bottom of work platform at full extension shall be no less than 35'. Shall have a total boom travel of no less than 80° above horizontal to no less than 6° below horizontal. Shall have a support at rear of truck to cradle the boom with an additional support to rest the work platform during road travel.

- c. Controls: Shall have two (2) sets of elevation, extension and rotation controls. One set to be mounted at end of boom and one set of controls mounted on pedestal with the capability of over-riding boom controls if necessary. Controls shall be full pressure, full feathering type with a single handle (joy-stick) control on the boom. Shall have engine start and stop controls at the platform.
 - d. Platform: Shall be end hung type equipped with a hydraulic leveling system. Shall also be equipped with hydraulic rotator providing a minimum of 180° rotation to allow the platform to be placed on either side of the boom. Shall be constructed of fiberglass with approximate dimensions of 24"x30"x42" with internal/external step for entering and exiting bucket. Shall be rated for a load of no less than 350 pounds. A safety belt with lanyard to secure belt to platform shall be provided. Shall be equipped with protective weather cover.
 - e. Stabilization: Shall be accomplished by means of torsion bar and counterweight as required by manufacturer. Unit shall be tested and certification shall be furnished that unit can be operated on level ground with the platform loaded to 150% of rated capacity, and on a 5° slope with the platform loaded to 133% of rated capacity, without lifting any tire from ground.
 - f. Hydraulic System: Shall have elevation cylinder, hydraulically actuated telescoping boom and hydraulically actuated boom rotator. All cylinders shall be double acting. Hydraulic system shall have by-pass valve to prevent overloading and shall have safety device whereby load will remain suspended in case of power or pressure failure.
 - g. Hydraulic Pump: Shall be PTO driven and be of adequate capacity to operate all functions of the aerial lift.
5. Color: Cab & Chassis, Service Body and Aerial Lift shall be Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front bumper, grill, mirrors and wheels as regularly furnished by manufacturer.
6. Warranty:
- a. Cab and chassis shall have truck manufacturer's regular warranty. Warranty data shall be furnished with each unit. The Warranty Data shall contain all necessary information such as motor and/or serial numbers and shall be signed by the selling dealer at the time vehicle is delivered to the Highway Department.
 - b. Aerial lift, service body and other incidental equipment purchased under this specification shall be warranted against defective material and workmanship for a minimum period of twelve (12) months (365 Days) from date unit is placed in operation by AHTD. In addition, manufacturer's standard warranty period on components that exceeds the 12 months warranty shall remain in effect.
 - (1) Warranty shall include all parts, labor and transportation costs to the location of equipment.
 - (2) If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
 - (3) It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
 - c. If any warranty literature submitted with the bid conflicts with AHTD warranty requirements, the conflict(s) shall be specifically noted, corrected and included with the bid or the conflict(s) will be considered an exception to warranty specifications and the bid rejected.
 - d. Recent prior failure to provide warranty-work, parts, replacement parts or service, in a timely manner, for equipment from the same manufacturer or dealer shall be grounds for the rejection of any submitted bid, or for the denial of any otherwise qualified low bidder, whether such failure is attributable to the manufacturer or the dealer of the equipment. For the purposes of this paragraph "timely manner" means a period of time not exceeding thirty (30) calendar days to provide requested warranty-work, parts, replacement parts, or service. For the purposes of this paragraph "manufacturer" means the original manufacturer of the equipment and its successor or successors, regardless of number, and whether acquired by sale, merger, or otherwise. For the purposes of this paragraph "replacement part" means a part redesigned by a manufacturer to correct a design or engineering defect and which replacement part is capable of providing dependable performance in normal operation conditions for its normal service life without failure. Such bid or bids may be rejected by the Department until such failure or failures have been remedied to the satisfaction of the Department and until such manufacturer or dealer is providing such warranty-work, parts, replacement parts, and service in a timely manner.