



**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT-EQUIPMENT AND PROCUREMENT DIVISION**

**BID SHEET**

Contract No.: **H-18-271H**

BIDDER: \_\_\_\_\_

1. **1.- Portable Asphalt Milling and Reclaiming Machine for Loader Mounting**  
to meet **ARDOT Spec. 18-189**

**FOB: 1 ea. ARDOT District 1 Headquarters, 2701 Highway 64 West, Wynne, AR 72396**

**Bid Price (Do not include any Local, State or Federal Taxes)**

1 each – Unit Price \$ \_\_\_\_\_ Amount \$ \_\_\_\_\_

**Portable Asphalt Milling and Reclaiming Machine proposed as meeting specifications:**

**Make: \_\_\_\_\_ Model \_\_\_\_\_ Warranty \_\_\_\_\_**

**Guaranteed Delivery Date \_\_\_\_\_**

**Additional Units may be purchased at the same pricing and  
conditions through \_\_\_\_\_  
(Date)**

## ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT 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.
3. **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.
4. **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 ARDOT 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 that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. **Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company.** 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.
5. **TAXES:** The ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT 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 ARDOT.
6. **"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.
7. **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.
8. **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.
9. **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.
10. **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. Received common carrier bills that reflect ICC authorized rate changes must be furnished.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT 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 ARDOT. 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.
12. **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.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT 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.
15. **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).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT'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](mailto: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.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <https://www.ark.org/dfa/immigrant/index.php>.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ATTACHMENT A

**ELIGIBLE BIDDER CERTIFICATION**

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

\_\_\_\_\_

BIDDER NAME

BY: \_\_\_\_\_

Signature

TITLE: \_\_\_\_\_

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: \_\_\_\_\_ SUBCONTRACTOR NAME: \_\_\_\_\_

Yes  No

IS THIS FOR:

TAXPAYER ID NAME: \_\_\_\_\_  Goods?  Services?  Both?

YOUR LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ COUNTY: \_\_\_\_\_

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS\*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark ( ✓ )		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)		Relation
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

### FOR AN ENTITY (BUSINESS)\*

Indicate below If any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark ( ✓ )		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)		Ownership Interest (%)
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

Agency Use Only				
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____

# RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor name	

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIFICATION 18-189**

**FOR**

**PORTABLE ASPHALT MILLING/ RECLAIMING MACHINE**

**General Conditions:**

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. Machines 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 may 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 ARDOT 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 Department of Transportation that deviations will be acceptable.
4. **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.
5. **Training:** The successful bidder shall furnish qualified personnel to instruct ARDOT operators and service technicians on operation and maintenance of machine.  
  
In addition, the successful bidder shall furnish information on any factory service schools which would be available for ARDOT service technicians.
6. Shall be assembled, adjusted and made ready for continuous operation at time of delivery.
7. All parts, accessories and tools necessary for satisfactory operation of this 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. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
9. **Demonstration:** The Arkansas Department of Transportation reserves the right to require a demonstration, under actual working conditions, of equipment bid under this specification before award is made. The demonstration would be performed (free of any charge) by the bidder or an authorized representative at a mutually acceptable location. If requested, the bidder should be prepared to demonstrate the equipment within thirty (30) days after notification. Failure of the bidder to perform a satisfactory demonstration within the specified time may be grounds for rejection of the bid.
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.

**Unit Specifications:**

1. **General:** This specification is intended to cover a diesel powered portable asphalt milling machine which attaches to the front bucket of a loader. The physical dimensions of machine shall allow the machine to fit standard loader buckets without the sides or top of the bucket hitting the machine.
2. **Engine:** Water cooled, four cycle diesel developing a minimum of 170 hp at rated RPM. Shall be equipped with 12 volt electric system including starter, battery, alternator and charge indicator. Shall have governor, lube oil and fuel filters, approved type air cleaner, muffler, fuel tank and all necessary gauges and equipment for efficient operation. Fuel tank shall have a capacity for no less than ten (10) hours of operation. Cooling system shall have anti-freeze protection to -20° F, or lower.
3. **Instrument:** Shall be remote type which can be kept in the cab of the loader to allow the operator to monitor engine functions without leaving the cab. Shall include tachometer, engine emergency stop, electric hour meter, fuel level, engine oil pressure gauge and engine temperature gauge.
4. **Control Panel:** This panel shall contain the following controls and reading, a key switch for engine start, run and shutoff, emergency stop, engine speed, cutting depth, bucket clamp, belt tension indicator and skid foot down pressure.
5. **Remote Control:** A hand held wireless remote control shall be provided that allows the operator to shut the engine down, adjust engine speed and control cutting depth.
6. **Cutter Head Assembly:** Assembly shall be securely attached to the machine's main-frame and be enclosed by heavy duty cowling. Shall have a cutting width of no less than 36". Maximum cutting depth shall be no less than 12". Shall have a minimum of 106 snap-in C10 type carbide bits mounted in individual blocks. The milling drum and housing shall be designed so that only pulverized material leaves the drum assembly.
7. **Cutter Head Drive:** Power shall be transmitted from the engine to the milling drum through a power take-off and V-belts to a planetary reduction gear at the milling drum.
8. **Hydraulic System:** Shall have an engine driven gear type hydraulic pump of adequate size and capacity to deliver necessary volume at required pressure for proper operation of all machine functions. Hydraulic system shall have necessary control valves, relief valves, filters, reservoir, etc.
9. **Mounting:** Unit shall be designed and recommended by the manufacturer to attach to front bucket of a loader equipped with a 2 cubic yard or larger loader bucket. Mounting of the machine shall not require the removal of the bucket nor shall it require the use of a quick connect, quick connect hooks or direct attachment pins. All necessary parts and accessories required for attachment to the loader bucket shall be furnished.
10. **Hydraulic Bucket Clamp:** Unit shall be equipped with a hydraulic clamping system that securely attaches the unit to the host loader.
11. **Front Skirt:** The front skirt of the unit shall provide the following features;
  1. Shall act as a support during milling operations.
  2. Shall be adjustable to control cutting depth.
  3. Shall reduce debris being ejected from the dome.
  4. Shall have three detachable skid feet.

12. Spray Bar: Unit shall be equipped with a corrosive resistant spray system of pipe and nozzles to deliver water into the pulverizing area when milling asphalt or for soil stabilization.
13. Additional Equipment: A puller tool for changing cutter bits shall be provided. In addition, a minimum of five (5) extra blocks and one (1) complete set of additional cutter bits shall be furnished with the unit.
14. Weight: Milling machine (without trailer) shall have a minimum weight of 7,000 pounds.
15. Color: Manufacturer's standard color is acceptable.
16. Warranty: Units purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by ARDOT.
  - A. Warranty shall include all parts, labor and transportation costs to the location of equipment.
  - B. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
  - C. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
  - D. If any warranty literature submitted with the bid conflicts with ARDOT 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.
  - E. 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.