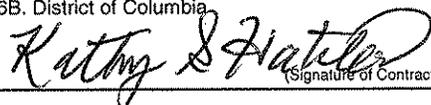


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 of 4
2. Amendment/Modification Number Amendment No. 2	3. Effective Date See Block 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: Weigh-In-Motion (WIM) Stations Repair & Maint. Contr.	
6. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N.W. 6th Floor Washington, D.C. 20009		Code 929-69-00	7. Administered By (If other than line 6) Office of Contracting and Procurement Bid Room Frank D Reeves Municipal Center 2000 14th Street, N.W. 3rd Floor Bid Room Washington, D.C. 20009	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. DCKA-2009-R-0085	9B. Dated (See Item 11) 5/29/2009
Code _____ Facility _____			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment is to inform interested prospective vendors of the following changes to the Weigh-In-Motion (WIM) Stations Repair and Maintenance Contract as follows: Attached are the Questions and Answers to the Pre-proposal Conference (3 pages) including a change in Section G.8 "Contracting Officer's Technical Representative (COTR)".				
15A. Name and Title of Signer (Type or print)			Kathy Hatcher	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 6/24/2009	

PRE-PROPOSAL CONFERENCE

06/16/2009

Weigh-In-Motion (WIM) Stations Repair & Maintenance Contract

Request for Proposals (RFP)

Invitation No.: DCKA-2009-R-0085

QUESTIONS AND ANSWERS

Question #1: Who will be responsible for the roadway surface repairs where necessary during the overall system repairs, will it be the District of Columbia's responsibility or the contractors?

Answer #1: The Contractor shall make necessary roadway repairs where required, to make WIM station's system fully operational based on the site assessments conducted in section C.3.2.

Section H.11.1 states that the Contractor and all contract personnel shall be certified by IRD for the installation, maintenance, and repair of IRD 1060 Series WIM and IRD iSYNC Series Virtual Weigh Stations and have experience and proven technical expertise in WIM systems, installations and service.

The wording of this paragraph is extremely exclusionary in nature. I cannot find, nor have I received from IRD, any evidence that a certification program exists. I have requested course outlines and possible dates for certification classes from IRD and have not received a response. To my knowledge, the IRD certification process is intangible, and is basically "given" to contractors once they have worked with IRD on several projects. This paragraph alone discriminates against all contractors except IRD and the contractor they have engaged to respond to this RFP. In the spirit of fair contracting practices, the contract should be amended so that the word "certification" and all other references to a certification by IRD is stricken, unless documented evidence proves otherwise. A reasonable degree of experience and expertise with installing, repairing and maintaining IRD equipment should be used instead.

Question #2: Could you please define the word "certified" in the context of this RFP?

In section C.3.5.7.1, there is a requirement to "Develop or acquire IRD Enterprise polling software and iANALYZE software compatible with IRD 1060 Series WIM and IRD Virtual Weigh Stations Series capable of supporting manual polling, auto polling, data transfer, data validation and report generation..."

Again, this is exclusionary. The contract does not explicitly explain the purpose of the IRD Enterprise software with regard to performing the required tasks, over and above the capabilities of the iANALYZE software. The IRD Enterprise software is very expensive (approximately \$200k), and appears to be an unnecessary, exclusionary requirement intended to provide IRD with a gross pricing edge. There are more economical alternatives for performing these functions.

From IRD's website:

iANALYZE™

IRD iANALYZE™ is a Microsoft Windows based software program that facilitates **downloading, management, analysis** and **report generation** of traffic data collected by Traffic Counters, Classifiers, IRD Virtual Weigh Station Systems, and WIM (Weigh-In-Motion) systems.

This software program can perform the same function as the IRD Enterprise software with regard to the contract requirements. If there are additional requirements that are served by providing the Enterprise software, the contract should be amended to explain them.

Answer #2: Section H.11.1 has been revised and reads as follows: The Contractor and all contract personnel shall have experience and expertise for the installation, maintenance, and repair of IRD 1060 Series WIM and IRD iSYNC Series Virtual Weigh Stations.

Question #3: To clarify - to meet this requirement, the contractor must demonstrate the capability to conduct polling, transfer and archiving activities for IRD 1060 Series WIM and IRD Virtual Weigh Stations Series using either IRD proprietary software or other means?

Answer #3: Section C.3.5.7.1 has been revised and reads as follows: .Develop new software, or acquire IRD iANALYZE Extended Windows analysis software compatible with IRD 1060 Series WIM and IRD Virtual Weigh Stations Series, capable of supporting manual polling, auto polling, data transfer, data validation and report generation (the licenses of IRD iANALYZE and other software licenses purchased under this contract shall be transferred to DDOT upon completion of this contract.

Question #4: If the contractor demonstrates the capability to conduct polling, transfer and archiving activities for IRD 1060 Series WIM and IRD Virtual Weigh Stations Series by other means, either with less expensive IRD software, or with their own or other software, would there remain a requirement for the contractor to provide an Enterprise server?

Answer #4: Refer to A2

“Contracting Officer’s Technical Representative (COTR)”

DELETE Section G.8 contact information and **REPLACE** with the following:

Name: Kajaz Safarian

Title: Electrical Engineer, ITS Integration and Development

Agency: District Department of Transportation

Address: 2000 14th Street, NW, 2nd Floor, Washington, DC 20009

Telephone: (202) 478-1433