The Request for Qualification for the above is hereby revised as follows:

**Schedule Revisions**

N/A

**RFQ Revisions**

N/A

**Agreement Revisions**

1. Page 1, Section 1) a) PRELIMINARY AGREEMENT MATTERS, the Board resolution and Board date was revised as follows:

2. Page 6, Section 6) a) ii) GENERAL COMPENSATION PROVISIONS, the contract amount was corrected to Seven Million Dollars ($7,000,000.00) ("NTE Amount").

**Solicitation Questions (Q) and Answers (A)**

Q1. Should the HUB questions be sent to you or the DFW HUB Administrator. As you indicated in your pre-submittal presentation, the HUB requirements/forms need to be completed per the DFW specifications or be disqualified. We would like to send our completed HUB forms to the DFW HUB Administrator to review and approve prior to our submittal to make sure these forms are complete and accurate. Is this acceptable?

A. All questions should be emailed to the Contract Administrator, Janny Grammer, jgrammer1@dfwairport.com, to route to the appropriate department for an answer. Forms can't be submitted prior to the submittal due date for a review. Please note that the Airport does not recognize or accept Historically Underutilized Business (HUB) certifications. This RFQ is issued under a M/WBE program (see Exhibit 6 for the M/WBE provisions).
Q2. I have a few questions about the solicitation. I could not find these answers, but if they are in the provided documents, I will look again. The answers to these questions will allow us to determine how to submit the most relevant and responsive information.

- What is the budget for Commissioning Services?
- What is the expected contract duration?
- I see that there will be 1 or more award(s), is there an expectation of approximately how many firms will be selected?
- Is there an expectation of approximate award sizes?
- Can you provide me with a list of firms that have provided commissioning services at DFW airport in the past?

A. The documents are on our website under contract number 8500381 – Indefinite Delivery of Commissioning Services and will answers to your questions. Please refer to the Request for Qualifications and the Agreement. The contract term is 5-years for an amount not to exceed $7,000,000.00. The Airport reserves the right to award to one or more firms submitting qualification statements. You may request a list of firms for by submitting a form at https://www.dfwairport.com/openrecords/index.php.

Q3. a). Please list the known conflicted contracts for this solicitation and if subconsultants engaged on known conflicted contracts are eligible to engage in a subconsultant role for commissioning services contract 8500381. Will subs to the prime contract holder of 8500381 be precluded from holding future design and/or construction contracts?

b). In reference to Part 1-Information and Instructions to Respondents, paragraph 9) of the RFQ. If our firm is selected for this project, will it exclude our firm from submitting or being selected for any future Requests for Qualifications or Requests for Proposals, or Contracts as a prime or sub-consultant to a prime?

A. No existing prime PM/CM, design consulting or contracting companies, nor their subconsultants or subcontractors, are conflicted from participating in this RFQ.

Q4. Would there be a conflict of interest to be on the team for the 8500381 Indefinite Delivery of Commissioning Services contract if we are currently under Contract No. 8500327 for the Federally Funded PM/CM services at DFW Airport.

A. No, but a waiver is required under the Agreement Section 16.b - Conflicts.

Q5. a). Will subs to the prime contract holder of 8500381 be precluded from holding future design and/or construction contracts?

b). If our firm is selected for this project, will it exclude our firm from submitting or being selected for any future Requests for Qualifications or Requests for Proposals, or Contracts as a prime or sub-consultant to a prime? (See A. below)

c). A BECx Prime has asked CGI to be one of their BECs Consultant on the current DFW RFP for IDIQ Commissioning for DFW. With CGI’s current IDIQ Contract with DFW, is CGI allowed to participate in this IDIQ Contract as a sub to this BECx Prime in their response to this RFP?

A. The Airport does not make any commitments regarding potential conflict of interest determination on future solicitations, but currently no subcontractors are automatically conflicted out; the prime consultant will make the call based on each subcontractor’s disclosure to them of current contracts with the Airport.
Q6. Can you please clarification for Section 3.3.2 – Photometrics?

   A. Photometric measurement testing service for runways and taxiways must utilize equipment/system compatible with MALMS to ensure compatibility with DFW's ETAM/Electric Shop MALMS Office software application for uploading resultant output measurement data and light configuration from the subcontractor’s system.

Q7. On section 3.h)i) and 3.h)ii) under Part 2 of the Contents of Qualifications (page 9), please clarify if the project demonstrated can include both completed and in-progress projects.

   A. Yes.

Q8. Will the qualification statement submittal of (1) original bound submittal and (7) flash drive copies be acceptable, or will (1) original hardbound submittal, (6) hardbound copies and (7) flash drive copies be required?

   A. Submission for the Qualifications Statements will require 1 original and 6 hard copies and 7 flash drives. Refer to the RFQ document, page10, 4) Submission of Qualifications Statements.

Q9. Please confirm the contract capacity NTE amount under Agreement 8500381 General Compensation part a. ii) is Five Million Dollars (page 6).

   A. The contract compacity NTE amount is seven million ($7,000,000.00) and had been corrected in the Agreement and is attached to this Addendum No. 2.
INDEFINITE DELIVERY OF COMMISSIONING SERVICES
AGREEMENT NO. 8500381

This Indefinite Delivery of Commissioning Services No. 8500381 ("Agreement") is entered into between the Dallas/Fort Worth International Airport Board ("Board") and CONSULTANT NAME HERE ("Consultant").

Agreement Name: Indefinite Delivery of Commissioning Services

<table>
<thead>
<tr>
<th>Agreement No. 8500381</th>
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<tbody>
<tr>
<td>Dallas/Fort Worth International Airport Board</td>
</tr>
<tr>
<td>Design, Code &amp; Construction Department</td>
</tr>
<tr>
<td>3003 South Service Road</td>
</tr>
<tr>
<td>P.O. Box 612008</td>
</tr>
<tr>
<td>Dallas/Fort Worth International Airport</td>
</tr>
<tr>
<td>DFW Airport, Texas 75261</td>
</tr>
</tbody>
</table>

Authorized Representative:

<table>
<thead>
<tr>
<th>Authorized Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: 972-973-1892</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:jgrammer1@dfwairport.com">jgrammer1@dfwairport.com</a></td>
</tr>
</tbody>
</table>

1) PRELIMINARY AGREEMENT MATTERS

a) Authorization – This Agreement is authorized by Official Board Action/Resolution No. 2020-09-XXX 2020-08-XXX adopted by Board on October 8, 2020 September 03, 2020.

b) Services

i) Scope – Board, the owner and operator of the Dallas/Fort Worth International Airport ("Airport"), desires to obtain from Consultant the services ("Services") set forth on Exhibit 1 – Scope of Services, attached and Consultant desires to provide those Services to Board.

ii) Warranties – As of the Effective Date and continuing throughout the Term, Consultant warrants to Board that:

(1) The Services will be performed in accordance with the professional skill and care ordinarily provided by competent consultants under Applicable Laws practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant.

(2) Consultant will perform the Services in compliance with all Applicable Laws.

c) Term and Effective Date

i) This Agreement will have a term ("Term") of Five (5) years in duration, commencing on the Notice to Proceed Date issued by the Board after Contract Execution.

ii) Any Delivery Order issued pursuant to this Agreement may contain a performance period that extends beyond the Term of this Agreement and the Agreement, as to such Delivery Order, will be deemed still in effect through and including the term of the Delivery Order.

d) Interpretation/Agreement Documents

i) Defined Terms – All capitalized terms used in this Agreement will have the meanings ascribed to them in the Agreement and on Exhibit 2 – Definitions, attached.

ii) Agreement Documents/Order of Precedence – This Agreement is comprised of the following documents ("Agreement Documents"):

(1) Amendments/Modifications to Agreement (taking precedence sequentially by Amendment/Modification number)

(2) Agreement

(3) Exhibits to Agreement (taking precedence sequentially in the order shown below), consisting of the following Exhibits:

(a) Exhibit 1 – Scope of Services
(3) take such further actions as may be necessary for the Parties to comply with any federal Applicable Laws, including those that concern and are included in the FAA’s Airport Improvement Program, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects (including AC NO. 150/5100-14E [9/25/2015]), or similar federal Applicable Laws

iv) **Execution of Delivery Order** – If the Parties are able to agree on the terms of a Delivery Order, one will be executed.

c) **No Obligation to Issue Delivery Orders** – Consultant acknowledges that this Agreement does not obligate Board to issue to it any Delivery Order for any Services for any project and that Consultant has no entitlement or expectation of being awarded any Services under it. Further, Board may also determine that it is in its best interests to issue an independent procurement for any of the Services contemplated under this Agreement, rather than issue a Delivery Order to Consultant for such Services.

6) **GENERAL COMPENSATION PROVISIONS**

a) **Not to Exceed Amount**

   i) This Agreement will involve no actual payment of compensation to Consultant by Board; compensation will only be payable pursuant to a Delivery Order issued under this Agreement.

   ii) For purposes of establishing available contract capacity out of which to pay compensation under any issued Delivery Order, the Parties agree that the amount of this Agreement during its Term will not exceed Five Million Seven Million Dollars ($7,000,000.00) (“NTE Amount”), unless increased by mutual agreement of the Parties and reflected in an amendment to this Agreement, subject to any requirement that Board legislatively approve such amendment.

b) **Consultant’s Responsibility for Costs**

   i) Consultant is responsible for paying (and seeking allowed reimbursements) all Costs associated with providing Services under this Agreement and any Delivery Order, including all Costs associated with:

      1. obtaining and maintaining all applicable licenses, authorizations, consents, approvals and permits required;
      2. paying all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Consultant’s performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority and compliance with the Texas Tax Code and Comptroller Rules and other Applicable Laws;
      3. providing all necessary Consultant Personnel, including Consultant Key Personnel;
      4. providing all necessary resources, except those non-monetary resources this Agreement or a Delivery Order obligate Board to provide; and
      5. paying any other Costs associated with providing the Services.

   c) **Additional Limitations on Compensation** – Compensation payable/reimbursable under this Agreement is subject to certain limitations, including, but not limited to the following:

      i) **Administrative/Overhead Tasks** – Certain tasks associated with providing Services will not be compensable, and are considered to be part of Consultant’s Overhead Cost structure. These include, but are not limited to, any aspect of Consultant’s or any Subconsultants’/Subcontractors’ invoicing, payroll, human resources, off-site document control and clerical tasks.

      ii) **Principals** – Principals that are subject to reimbursement under this Agreement may only bill Board for Services performed that are directly applicable to a specific Delivery Order upon the prior written approval of Board. Consultant agrees to make its best efforts to identify any proposed Principal time in each DO Proposal at the time it is developed, to the extent practical.

      iii) **Commuting Travel Time** – Consultant Personnel time incurred while commuting to/from the Airport is not compensable. Travel and other costs are reimbursable as defined and authorized in each Delivery Order and as described in Exhibit 3 – Compensation, Invoices, Consultant Key Personnel.

      iv) **Exempt/Non-Exempt Consultant Personnel** – Board relies upon Consultant and its