

**Metropolitan Washington Airports Authority**  
**PROCUREMENT AND CONTRACTS DEPT.**  
**AMENDMENT OF REQUEST FOR QUOTATION**

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29 2733 Crystal Drive Arlington, VA 22202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>1A. AMENDMENT OF SOLICITATION NO.</b></td> <td style="padding: 2px;"><b>RFQ-20-25835</b></td> </tr> <tr> <td style="padding: 2px;"><b>2A. AMENDMENT NO.</b></td> <td style="padding: 2px;"><b>One (001)</b></td> </tr> </table>	<b>1A. AMENDMENT OF SOLICITATION NO.</b>	<b>RFQ-20-25835</b>	<b>2A. AMENDMENT NO.</b>	<b>One (001)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>1B. DATED</b></td> <td style="padding: 2px;"><b>September 22, 2020</b></td> </tr> <tr> <td style="padding: 2px;"><b>2B. EFFECTIVE DATE</b></td> <td style="padding: 2px;"><b>October 2, 2020</b></td> </tr> </table>	<b>1B. DATED</b>	<b>September 22, 2020</b>	<b>2B. EFFECTIVE DATE</b>	<b>October 2, 2020</b>
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The solicitation identified in Block 1A is amended as set forth in Block 3. Hour and date specified for receipt of offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors 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 Block 4 and returning copy of the amendment; (b) by acknowledging receipt of this amendment on the Solicitation Offer and Award Sheet, Block 13. <b>FAILURE OF YOUR ACKNOWLEDGMENT 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.</b>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>3. DESCRIPTION OF AMENDMENT</b></td> </tr> </table> <p>The Metropolitan Washington Airports Authority Solicitation RFQ-20-25835 entitled "Legal Services Relating to Patent and Trademark Protections" is amended as follows.</p> <ul style="list-style-type: none"> <li><b>A. The closing date for quotation submissions is hereby extended to October 8, 2020, 2:00 P.M. local time.</b></li> <li><b>B. Section X, ATTACHMENT 02, MINIMUM QUALIFICATIONS, is hereby replaced in its entirety with the attached.</b></li> <li><b>C. Section III, PRICE SCHEDULE, is hereby replaced in its entirety with the attached.</b></li> <li><b>D. Section VII-5, 09 INSURANCE is hereby replaced in its entirety with the attached.</b></li> <li><b>E. Section VII-2, 10 (A. – D.) WARRANTY AND GUARANTEE is hereby removed in its entirety.</b></li> </ul>			<b>3. DESCRIPTION OF AMENDMENT</b>							
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Except as provided herein, all terms and conditions of the document referenced in Block 1A, as heretofore changed, remain unchanged and in full force and effect.										
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**Minimum Qualifications**

**Legal Services Relating to Patent and Trademark Protections under Federal Law**

Law firms responding to this Request for Quotations (RFQ) must certify, by checking each box below and by signing this form, that each lawyer within the firm who would perform services for the Airports Authority were the firm awarded a contract meets the following requirements. The failure to provide such certification will render the firm non-responsive to the RFQ, and its submitted quotes will not be considered. The requirements for each such lawyer are:

- Must be a member of the Virginia, District of Columbia or Maryland Bar;
- Must be at least ten (10) years of experience in practicing law; and
- Must have at least seven (7) years of experience representing clients in matters involving patents and trademarks, including the preparation and pursuit of applications for patent and trademark rights submitted to the U. S. Patent and Trademark Office.

In the event a contract is awarded to the undersigned firm and subsequently the Airports Authority determines that lawyers performing under the contract do not meet the minimum qualifications outlined above, the contract award will be terminated.

The failure of a firm to sign and return this form with its quote will result in the quote not being considered.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative of Firm

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## PRICE SCHEDULE

NAME OF OFFEROR OR CONTRACTOR		SOLICITATION OR CONTRACT NUMBER			SECTION
		20-25835			III
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<p><b>SCOPE OF WORK:</b> The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to provide Legal Services Relating to Patent and Trademark Protections in accordance with the Statement of Work included at Attachment 01.</p>					
A. BASE YEAR					
01	Partner	100	HRS	\$ _____	\$ _____
02	Associate	50	HRS	\$ _____	\$ _____
03	Paralegal	25	HRS	\$ _____	\$ _____
	TOTAL – Base Year				\$ _____
	(Lines 01 through 03)				
B. OPTION YEAR ONE					
04	Partner	100	HRS	\$ _____	\$ _____
05	Associate	50	HRS	\$ _____	\$ _____
06	Paralegal	25	HRS	\$ _____	\$ _____
	TOTAL – Option Year One				\$ _____
	(Lines 04 through 06)				
C. OPTION YEAR TWO					
07	Partner	100	HRS	\$ _____	\$ _____
08	Associate	50	HRS	\$ _____	\$ _____
09	Paralegal	25	HRS	\$ _____	\$ _____
	TOTAL – Option Year Two				\$ _____
	(Lines 07 through 09)				
	GRAND TOTAL:				\$ _____
	(Items 01 through 09)				
<p><b>NOTE:</b> An allowance for Expenses/PTO Filing Fees/Mailings associated with, and assess by, the United States Patent and Trademark Office in connection with various Patent, Trademark, and Filings by the Airports Authority shall be included as a separate line item in the award.</p>					

## PRICE SCHEDULE

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ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b>NOTE:</b> Hourly unit rate(s) shall include all labor, markup, benefits, overhead and profit.					
<b>NOTE:</b> Project personnel must be qualified in the labor categories proposed.					
<b>NOTE:</b> Line item unit prices proposed above are for an indefinite quantity and will be fixed for the duration of this Blanket Purchase Order.					
<b>BASIS OF AWARD:</b> Award will be made to the lowest, responsible Offeror whose quotation is in conformance with the solicitation.					

## **Insurance Requirements – Legal Services for Patent & Trademark Protections (CHQ)**

- A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies that is/are financially sound possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service, insuring the Contractor against all liability, subject to policy terms, conditions, and exclusions, for injuries to persons (including wrongful death) and damages to property and any other liability arising from or caused by the Contractor's activities on Airports Authority premises or for services performed under this Contract. For those companies not subject to A.M. Best's ratings or equivalent, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Airports Authority with such approval not to be unreasonably withheld. The Metropolitan Washington Airports Authority premises are physically located in the Commonwealth of Virginia and it is important for Contractor to ensure that all insurance policies have Commonwealth of Virginia amendatory endorsements.
- B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within ten (10) business days of Contractor receiving notification of such action from the insurer.
- C. All of the policies, excluding Professional Liability, required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, maintained by the Airports Authority shall be non-contributing with respect to the Contractor's insurance. Any self-insured retention, deductible, or similar obligation on all of the policies shall be the sole responsibility of the Contractor.
- D. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity as defined in the Contract. The Contractor must protect the Personally Identifiable Information data to which the Contractor has access to or is holding.
- E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.
- F. The Contractor and its Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- G. **Insurance Coverage and Minimum Limits**
1. **Commercial General Liability**
    - a. Shall be written on an "occurrence" basis with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage written on a "claims-made" basis is not acceptable.
    - b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, Mobile Equipment, and Damage to Rented Premises.
    - c. The Products-Completed Operations coverage shall be provided for a minimum of two years following final acceptance of the work.
    - d. Additional Insured: The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured. A copy of the endorsement must be submitted.

- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*. A copy of the endorsement must be submitted.

2. **Business Automobile Liability**

- a. In the event Contractor does not own automobiles in the corporate name, Contractor shall maintain coverage with the each accident limit identified below for Hired and Non-Owned Autos, which may be satisfied by way of endorsement to the Commercial General Liability policy described above or separate Business Auto Liability policy. Evidence of either must be provided.
- b. Shall be a limit of not less than One Million Dollars (\$1,000,000) each accident for any vehicle (owned, non-owned, or hired/leased) used by the Contractor to fulfill the services contemplated by this Contract.
- c. Coverage shall include handling of property for loading and unloading.
- d. Additional Insured for Vicarious Liability: The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured for Vicarious Liability. This shall be documented using ISO (Insurance Services Office, Inc.) endorsement CA 20 48 DESIGNATED INSURED or an equivalent form. A copy of the endorsement must be submitted.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*. A copy of the endorsement must be submitted.

3. **Workers Compensation and Employers Liability**

- a. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed to cover each employee who is or may be engaged in work under this Contract.
- b. Coverage is compulsory in the Commonwealth of Virginia for employers of three or more employees, to include the employer and subcontractors. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.
- c. Employers Liability shall be a limit of not be less than One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*. A copy of the endorsement must be submitted.

4. **Professional Liability (Miscellaneous Errors & Omissions)**

- a. This requirement can be satisfied by either a separate policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.
- b. Subject to policy terms, conditions, and limitations there shall be a limit of not less than One Million Dollars (\$1,000,000) per claim for all employees covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.
- c. Continuous coverage shall be maintained or an extended reporting period will be exercised for a period equal to the statute of repose for the Commonwealth of Virginia. The retroactive date shall precede the effective date of this Contract.

5. **“All Risk” Property (Contractor’s Property)**

Full value and full replacement cost coverage under an “All Risk” policy for any of the Contractor’s real or personal property used or situated on Airports Authority’s property.

If Contractor chooses to provide self-insurance for any of the Contractor’s real or personal property used or situated on Airports Authority’s property, the Contractor shall indicate by initialing on the line below that the self-insurance option has been chosen.

\_\_\_\_\_ Contractor elects to provide self-insurance for “All-Risk” Property.

- H. By requiring insurance herein, the Airports Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to the Airports Authority in this Contract.
- I. The Airports Authority reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Airports Authority’s reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Airports Authority’s interest. The Contractor agrees that it will procure the adjusted insurance provided the coverage is available at commercially reasonable rates.
- J. The Airports Authority reserves the right to inspect relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide a reasonable opportunity for the Airports Authority to inspect such insurance documents, at the Contractor’s corporate office located closest to the Airports Authority’s main administrative office, within ten (10) business days of the Airports Authority’s written request for such inspection.
- K. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.
- L. Should any required insurance lapse during the contract term, requests for payments originating after such lapse may not be processed at the Airports Authority’s discretion until the Airports Authority’s Contracting Officer receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. The Contractor’s failure to maintain the insurance required by this Contract shall also be the basis for immediate termination of this Contract at the Airports Authority’s option.
- M. The Contractor is responsible to ensure that all its Subcontractors independently carry insurance appropriate to cover the Subcontractors’ exposures, or are covered under the Contractor’s policies. The Contractor is responsible for monitoring its Subcontractors’ evidence of insurance to ensure compliance with their subcontract with Contractor. Copies of all Subcontractors’ evidence of insurance should be maintained by the Contractor, and upon request, be supplied to the Contracting Officer.
- N. The Contractor shall provide the Contracting Officer with all of the required insurance policy endorsements and evidence of insurance issued by insurance company or broker/agent, in advance of the performance of any work and as soon as possible after renewal but no later than ten (10) business days after said renewal, exhibiting coverage as required by the Metropolitan Washington Airports Authority’s contract terms and conditions for the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the Airports Authority.
  - 1. The Airports Authority has the right, but not the obligation, of prohibiting Contractor from performing work under this Contract until such evidence of insurance has been provided to the Contracting Officer in complete compliance with the contract terms and conditions.
  - 2. The evidence of insurance shall be provided on the most current industry standard form by

ACORD (Association for Cooperative Operations Research and Development) or other form acceptable to the Airports Authority.

- a. For Liability Insurance, the ACORD 25 (2016/03) is the most current industry standard form. ACORD 25 forms older than 2016/03 are not acceptable.
  - b. Other evidence of insurance forms which may be acceptable include, but are not limited to, certificate forms created by the insurance company, Memorandum of Insurance, Certificate of Commercial Liability Insurance by ISO (Insurance Services Office, Inc.), and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.
3. The evidence of insurance shall include the Contract Number.
  4. If the Contractor is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Contractor shall provide the evidence of insurance in the name of Contractor's entity or partnership as the primary insured.
  5. If an Umbrella policy is used to meet the total insurance limits required by this Contract and covers more than General Liability and Automobile Liability, a statement must be provided on the evidence of insurance to indicate which policies are covered by the Umbrella policy.
  6. If an Excess policy is used to meet the total insurance limits required by this Contract, a statement must be provided on the evidence of insurance to indicate which policy it follows.
  7. The ***Metropolitan Washington Airports Authority*** must be specifically named as Certificate Holder on the evidence of insurance and the evidence of insurance and any other insurance-related notices shall be issued to:

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY**  
**Procurement and Contracts Department**  
**ATTN: Contract Number 20-25835**  
**1 Aviation Circle**  
**Washington DC 20001-6000**