

| | | | | | | | |
|---|--|--|-----------|---|---|--------------------------------|---------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | | | |
| 2. CONTRACT (Proc. Infr. Ident.) NO. DOC52PAPT0701003 | | 3. EFFECTIVE DATE 02/01/2007 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IN 163F0701194 | | | |
| 5. ISSUED BY Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 8 600 Duany St. N.E., 7th Floor ALEXANDRIA, VA 22313-1450 | | CODE 000PA | | 6. ADMINISTERED BY (If other than Item 5) CODE | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCELROY TRANSLATION COMPANY 910 WEST AVE AUSTIN, TX 78701-2210 | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | |
| | | | | 9. DISCOUNT FOR PROMPT PAYMENT 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % | | | |
| | | | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN | | | |
| CODE | | FACILITY CODE | | | | | |
| 11. SHIP TO MARK FOR CODE | | | | 12. PAYMENT WILL BE MADE BY OFFICE OF FINANCE Dir. US Patent & Trademark Ofc PO Box 1450 Mail Stop 17 Alexandria, VA 22313 | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) (1) <input type="checkbox"/> 41 U.S.C. 255(c) (1) | | | | 14. ACCOUNTING AND APPROPRIATION DATA 2007 - A - 193410 - S25221 - NONCOMP - 2528 - - - - - 193410 - | | | |
| 15A. ITEM NO. | 15B. SUPPLIER/SERVICES See Line Information | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT | | |
| | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$305,000.00 | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein) | | | | 18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DOC52PAPT0701003</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) <u>Shelly Orr Prieb - President</u> | | | | 20A. NAME OF CONTRACTING OFFICER Peggy Etzel | | | |
| 19B. NAME OF CONTRACTOR BY <u>Shelly Orr Prieb</u> | | 19C. DATE SIGNED <u>2/1/07</u> | | 20B. UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature of Contracting Officer) | | 20C. DATE SIGNED 02/01/2007 | |

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J

Section B - Supplies or Services and Prices/Costs**Translation Services**

| LINE | DESCRIPTION OF SUPPLIES | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|--|--|----------|------|------------|-------------|
| 0001 | New Contract Award -To cover funding for translation services from 02/01/07- 03/31/07. This funding will be used to cover an estimate of 0.02135 per word. | 1.0000 | LOT | | |
| Period of Performance: - Delivery Schedule: <u>Delivery Number</u> <u>Delivery Date</u> <u>Quantity</u> | | | | | |
| Description: | | | | | |
| Requisition Number: 163P0701194 | | | | | |
| Base/Option (Period or Quantity): Base | | | | | |
| 1. 2007 - A - - 163410 - S25221 - NONCOMP - 2528 - - - - - 163410 | | | | | |
| \$305,000.00 | | | | | |

Procurement POC: Ann F. Miller, 571-272-4028 Technical POC: Aril Shah, 571-272-2525 Contractor POC: Shelly Orr Pribe, 512-472-6753

Accounting and Appropriations Data:

| |
|--|
| Accounting and Funding Total: \$305,000.00 |
|--|

B.1 **See Attachment I**

Section C - Description/Specifications/Statement of Work

C.1 See Attached

Section D - Packaging and Marking

D.1 See Attachment I

Section E - Inspection and Acceptance**Clauses By Reference**

| Clause | Title | Date |
|----------|------------------------------------|------------|
| 52.246-4 | Inspection Of Services—Fixed Price | 07/31/1996 |

E.1 See Attachment I

Section F - Deliveries and Performance**Clauses By Reference**

| Clause | Title | Date |
|-----------|--------------------------|------------|
| 52.242-15 | Stop-Work Order | 07/31/1989 |
| 52.242-17 | Government Delay Of Work | 03/31/1984 |

F.1 **See Attachment I**

Section G - Contract Administration Data

G.1 **See Attachment I**

Section H - Special Contract Requirements

H.1 See Attachment I

Section I - Contract Clauses

Clauses By Reference

| Clause | Title | Date |
|-----------|---|------------|
| 52.202-1 | Definitions | 12/20/2001 |
| 52.203-3 | Gratuities | 03/31/1984 |
| 52.203-5 | Covenant Against Contingent Fees | 03/31/1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | 06/30/1995 |
| 52.203-7 | Anti-Kickback Procedures | 06/30/1995 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | 08/06/2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | 12/18/2004 |
| 52.215-2 | Audit and Records--Negotiation | 06/16/1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | 09/30/1997 |
| 52.218-8 | Utilization of Small Business Concerns | 05/26/2004 |
| 52.222-3 | Convict Labor | 07/31/1996 |
| 52.222-21 | Prohibition Of Segregated Facilities | 02/15/1999 |
| 52.222-26 | Equal Opportunity | 04/03/2002 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans | 12/20/2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | 06/21/1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | 12/20/2001 |
| 52.223-6 | Drug Free Workplace | 05/10/2001 |
| 52.227-1 | Authorization and Consent | 06/30/1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | 07/31/1996 |
| 52.229-3 | Federal, State And Local Taxes | 12/31/1990 |
| 52.232-1 | Payments | 03/31/1984 |
| 52.232-17 | Interest | 05/31/1996 |
| 52.232-18 | Availability Of Funds | 03/31/1984 |
| 52.232-23 | Assignment Of Claims | 12/31/1985 |
| 52.232-25 | Prompt Payment | 02/18/2002 |

| Clause | Title | Date |
|----------------|--|------------|
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | 11/30/1991 |
| 52.233-3 | Protest After Award | 07/31/1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | 09/30/2004 |
| 52.242-13 | Bankruptcy | 06/30/1995 |
| 52.243-1 Alt I | Changes—Fixed Price (Aug 1987) - Alternate I | 03/31/1984 |
| 52.244-6 | Subcontracts for Commercial Items | 01/26/2006 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | 08/31/1996 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | 03/31/1984 |
| 52.253-1 | Computer Generated Forms | 12/31/1990 |
| 52.219-14 | Limitations On Subcontracting | 11/30/1996 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | 05/18/2005 |
| 52.232-8 | Discounts For Prompt Payment | 02/18/2002 |
| 52.232-11 | Extras | 03/31/1984 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | 12/31/1996 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | 11/16/2005 |
| 52.232-33 | Payment by Electronic Funds Transfer—Central Contractor Registration | 05/02/1999 |
| 52.223-14 | Toxic Chemical Release Reporting | 09/30/2000 |

52.217-9 Option To Extend The Term Of The Contract 03/27/2000

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the current contract performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.252-2 Clauses Incorporated By Reference 02/01/1998

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

PTO-03 USPTO/Invoices

10/01/2003

These terms and conditions incorporate new Central Contractor Registration (CCR) requirements.

Contractors shall include their DUNS number (or DUNS+4, whichever is appropriate) on all invoices. Failure to do so may result in processing delays.

52.216-18 Ordering

10/01/1995

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [the effective date of the contract] through [12 months thereafter].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations

10/01/1995

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1% of the estimated total word count for a given language, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 10% of the estimated total word count;

(2) Any order for a combination of items in excess of 120% of the estimated total word count; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 Option To Extend Services

11/23/1999

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

52.216-21 Requirements

10/01/1995

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2012.

(End of clause)

Section J - List of Attachments*Exhibits and Attachments TOC*

| Identifier | Title | Date | Number of Pages |
|------------|---------------------------------|------------|-----------------|
| 1 | Attachment Sections B through H | 01/27/2007 | 24 |
| 2 | Attachments 1 through 3 | 02/01/2007 | 9 |

ATTACHMENT I – SECTIONS B THROUGH M ADDENDUM

**SECTION B — SCHEDULE OF SUPPLIES AND SERVICES (CONTINUED ON
NEXT PAGE)**

| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR FOREIGN INTO ENGLISH LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Base Period | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 0001 | 50,248 | | | |
| Byelarus | 0002 | 1 | | | |
| Bulgarian | 0003 | 2,755 | | | |
| Chinese | 0004 | 494,478 | | | |
| Croatian | 0005 | 1 | | | |
| Czech | 0006 | 28,518 | | | |
| Danish | 0007 | 888 | | | |
| Dutch | 0008 | 40,007 | | | |
| Estonian | 0009 | 1 | | | |
| Finnish | 0010 | 25,174 | | | |
| French | 0011 | 1,385,553 | | | |
| German | 0012 | 4,021,644 | | | |
| Greek | 0013 | 1 | | | |
| Hebrew | 0014 | 1 | | | |
| Hungarian | 0015 | 3,801 | | | |
| Italian | 0016 | 40,855 | | | |
| Japanese | 0017 | 11,446,550 | | | |
| Korean | 0018 | 555,426 | | | |
| Latvian | 0019 | 1 | | | |
| Lithuanian | 0020 | 1 | | | |
| Norwegian | 0021 | 16,338 | | | |
| Polish | 0022 | 8,711 | | | |
| Portuguese | 0023 | 16,873 | | | |
| Romanian | 0024 | 8,935 | | | |
| Russian | 0025 | 243,654 | | | |
| Serbian | 0026 | 5,285 | | | |
| Slovak | 0027 | 2,728 | | | |
| Slovenian | 0028 | 4,946 | | | |
| Spanish | 0029 | 248,842 | | | |
| Swedish | 0030 | 22,862 | | | |
| Turkish | 0031 | 1 | | | |
| Ukrainian | 0032 | 1,152 | | | |
| Vietnamese | 0033 | 54,432 | | | |
| | | | | | |
| | | | | | |

| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR FOREIGN INTO ENGLISH LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Option Year 1 | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 1001 | 50,248 | | | |
| Byelarus | 1002 | 1 | | | |
| Bulgarian | 1003 | 2,755 | | | |
| Chinese | 1004 | 494,478 | | | |
| Croatian | 1005 | 1 | | | |
| Czech | 1006 | 28,518 | | | |
| Danish | 1007 | 888 | | | |
| Dutch | 1008 | 40,007 | | | |
| Estonian | 1009 | 1 | | | |
| Finnish | 1010 | 25,174 | | | |
| French | 1011 | 1,385,553 | | | |
| German | 1012 | 4,021,644 | | | |
| Greek | 1013 | 1 | | | |
| Hebrew | 1014 | 1 | | | |
| Hungarian | 1015 | 3,801 | | | |
| Italian | 1016 | 40,855 | | | |
| Japanese | 1017 | 11,446,550 | | | |
| Korean | 1018 | 555,426 | | | |
| Latvian | 1019 | 1 | | | |
| Lithuanian | 1020 | 1 | | | |
| Norwegian | 1021 | 16,338 | | | |
| Polish | 1022 | 8,711 | | | |
| Portuguese | 1023 | 16,873 | | | |
| Romanian | 1024 | 8,935 | | | |
| Russian | 1025 | 243,654 | | | |
| Serbian | 1026 | 5,285 | | | |
| Slovak | 1027 | 2,728 | | | |
| Slovenian | 1028 | 4,946 | | | |
| Spanish | 1029 | 248,842 | | | |
| Swedish | 1030 | 22,862 | | | |
| Turkish | 1031 | 1 | | | |
| Ukrainian | 1032 | 1,152 | | | |
| Vietnamese | 1033 | 54,432 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR FOREIGN INTO ENGLISH LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Option Year 2 | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 2001 | 50,248 | | | |
| Byelarus | 2002 | 1 | | | |
| Bulgarian | 2003 | 2,755 | | | |
| Chinese | 2004 | 494,478 | | | |
| Croatian | 2005 | 1 | | | |
| Czech | 2006 | 28,518 | | | |
| Danish | 2007 | 888 | | | |
| Dutch | 2008 | 40,007 | | | |
| Estonian | 2009 | 1 | | | |
| Finnish | 2010 | 25,174 | | | |
| French | 2011 | 1,385,553 | | | |
| German | 2012 | 4,021,644 | | | |
| Greek | 2013 | 1 | | | |
| Hebrew | 2014 | 1 | | | |
| Hungarian | 2015 | 3,801 | | | |
| Italian | 2016 | 40,855 | | | |
| Japanese | 2017 | 11,446,550 | | | |
| Korean | 2018 | 555,426 | | | |
| Latvian | 2019 | 1 | | | |
| Lithuanian | 2020 | 1 | | | |
| Norwegian | 2021 | 16,338 | | | |
| Polish | 2022 | 8,711 | | | |
| Portuguese | 2023 | 16,873 | | | |
| Romanian | 2024 | 8,935 | | | |
| Russian | 2025 | 243,654 | | | |
| Serbian | 2026 | 5,285 | | | |
| Slovak | 2027 | 2,728 | | | |
| Slovenian | 2028 | 4,946 | | | |
| Spanish | 2029 | 248,842 | | | |
| Swedish | 2030 | 22,862 | | | |
| Turkish | 2031 | 1 | | | |
| Ukrainian | 2032 | 1,152 | | | |
| Vietnamese | 2033 | 54,432 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR FOREIGN INTO ENGLISH LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Option Year 3 | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 3001 | 50,248 | | | |
| Byelarus | 3002 | 1 | | | |
| Bulgarian | 3003 | 2,755 | | | |
| Chinese | 3004 | 494,478 | | | |
| Croatian | 3005 | 1 | | | |
| Czech | 3006 | 28,518 | | | |
| Danish | 3007 | 888 | | | |
| Dutch | 3008 | 40,007 | | | |
| Estonian | 3009 | 1 | | | |
| Finnish | 3010 | 25,174 | | | |
| French | 3011 | 1,385,553 | | | |
| German | 3012 | 4,021,644 | | | |
| Greek | 3013 | 1 | | | |
| Hebrew | 3014 | 1 | | | |
| Hungarian | 3015 | 3,801 | | | |
| Italian | 3016 | 40,855 | | | |
| Japanese | 3017 | 11,446,550 | | | |
| Korean | 3018 | 555,426 | | | |
| Latvian | 3019 | 1 | | | |
| Lithuanian | 3020 | 1 | | | |
| Norwegian | 3021 | 16,338 | | | |
| Polish | 3022 | 8,711 | | | |
| Portuguese | 3023 | 16,873 | | | |
| Romanian | 3024 | 8,935 | | | |
| Russian | 3025 | 243,654 | | | |
| Serbian | 3026 | 5,285 | | | |
| Slovak | 3027 | 2,728 | | | |
| Slovenian | 3028 | 4,946 | | | |
| Spanish | 3029 | 248,842 | | | |
| Swedish | 3030 | 22,862 | | | |
| Turkish | 3031 | 1 | | | |
| Ukrainian | 3032 | 1,152 | | | |
| Vietnamese | 3033 | 54,432 | | | |
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SCHEDULE OF SUPPLIES SERVICES AND PRICES

**NOTE: THIS SCHEDULE IS FOR FOREIGN INTO ENGLISH LANGUAGE
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE**

Option Year 4

| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
|------------|------|----------------------|---------------------------|----------|---------|
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 4001 | 50,248 | | | |
| Byelarus | 4002 | 1 | | | |
| Bulgarian | 4003 | 2,755 | | | |
| Chinese | 4004 | 494,478 | | | |
| Croatian | 4005 | 1 | | | |
| Czech | 4006 | 28,518 | | | |
| Danish | 4007 | 888 | | | |
| Dutch | 4008 | 40,007 | | | |
| Estonian | 4009 | 1 | | | |
| Finnish | 4010 | 25,174 | | | |
| French | 4011 | 1,385,553 | | | |
| German | 4012 | 4,021,644 | | | |
| Greek | 4013 | 1 | | | |
| Hebrew | 4014 | 1 | | | |
| Hungarian | 4015 | 3,801 | | | |
| Italian | 4016 | 40,855 | | | |
| Japanese | 4017 | 11,446,550 | | | |
| Korean | 4018 | 555,426 | | | |
| Latvian | 4019 | 1 | | | |
| Lithuanian | 4020 | 1 | | | |
| Norwegian | 4021 | 16,338 | | | |
| Polish | 4022 | 8,711 | | | |
| Portuguese | 4023 | 16,873 | | | |
| Romanian | 4024 | 8,935 | | | |
| Russian | 4025 | 243,654 | | | |
| Serbian | 4026 | 5,285 | | | |
| Slovak | 4027 | 2,728 | | | |
| Slovenian | 4028 | 4,946 | | | |
| Spanish | 4029 | 248,842 | | | |
| Swedish | 4030 | 22,862 | | | |
| Turkish | 4031 | 1 | | | |
| Ukrainian | 4032 | 1,152 | | | |
| Vietnamese | 4033 | 54,432 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Base Period | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 0001 | 29,528 | | | |
| Byelarus | 0002 | 1 | | | |
| Bulgarian | 0003 | 1 | | | |
| Chinese | 0004 | 26,152 | | | |
| Croatian | 0005 | 1 | | | |
| Czech | 0006 | 1 | | | |
| Danish | 0007 | 1 | | | |
| Dutch | 0008 | 1 | | | |
| Estonian | 0009 | 1 | | | |
| Finnish | 0010 | 1 | | | |
| French | 0011 | 1,667 | | | |
| German | 0012 | 1 | | | |
| Greek | 0013 | 1 | | | |
| Hebrew | 0014 | 1 | | | |
| Hungarian | 0015 | 1 | | | |
| Italian | 0016 | 1 | | | |
| Japanese | 0017 | 1 | | | |
| Korean | 0018 | 1 | | | |
| Latvian | 0019 | 1 | | | |
| Lithuanian | 0020 | 1 | | | |
| Norwegian | 0021 | 1 | | | |
| Polish | 0022 | 1 | | | |
| Portuguese | 0023 | 1 | | | |
| Romanian | 0024 | 1 | | | |
| Russian | 0025 | 1 | | | |
| Serbian | 0026 | 1 | | | |
| Slovak | 0027 | 1 | | | |
| Slovenian | 0028 | 1 | | | |
| Spanish | 0029 | 4,977 | | | |
| Swedish | 0030 | 1 | | | |
| Turkish | 0031 | 1 | | | |
| Ukrainian | 0032 | 1 | | | |
| Vietnamese | 0033 | 1 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE TRANSLATION OF 1000 WORDS BY DELIVERY TYPE <i>Option Year 1</i> | | | | | |
|--|------|----------------------|---------------------------|----------|---------|
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 1001 | 29,528 | | | |
| Byelarus | 1002 | 1 | | | |
| Bulgarian | 1003 | 1 | | | |
| Chinese | 1004 | 26,152 | | | |
| Croatian | 1005 | 1 | | | |
| Czech | 1006 | 1 | | | |
| Danish | 1007 | 1 | | | |
| Dutch | 1008 | 1 | | | |
| Estonian | 1009 | 1 | | | |
| Finnish | 1010 | 1 | | | |
| French | 1011 | 1,667 | | | |
| German | 1012 | 1 | | | |
| Greek | 1013 | 1 | | | |
| Hebrew | 1014 | 1 | | | |
| Hungarian | 1015 | 1 | | | |
| Italian | 1016 | 1 | | | |
| Japanese | 1017 | 1 | | | |
| Korean | 1018 | 1 | | | |
| Latvian | 1019 | 1 | | | |
| Lithuanian | 1020 | 1 | | | |
| Norwegian | 1021 | 1 | | | |
| Polish | 1022 | 1 | | | |
| Portuguese | 1023 | 1 | | | |
| Romanian | 1024 | 1 | | | |
| Russian | 1025 | 1 | | | |
| Serbian | 1026 | 1 | | | |
| Slovak | 1027 | 1 | | | |
| Slovenian | 1028 | 1 | | | |
| Spanish | 1029 | 4,977 | | | |
| Swedish | 1030 | 1 | | | |
| Turkish | 1031 | 1 | | | |
| Ukrainian | 1032 | 1 | | | |
| Vietnamese | 1033 | 1 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Option Year 2 | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 2001 | 29,528 | | | |
| Byelarus | 2002 | 1 | | | |
| Bulgarian | 2003 | 1 | | | |
| Chinese | 2004 | 26,152 | | | |
| Croatian | 2005 | 1 | | | |
| Czech | 2006 | 1 | | | |
| Danish | 2007 | 1 | | | |
| Dutch | 2008 | 1 | | | |
| Estonian | 2009 | 1 | | | |
| Finnish | 2010 | 1 | | | |
| French | 2011 | 1,667 | | | |
| German | 2012 | 1 | | | |
| Greek | 2013 | 1 | | | |
| Hebrew | 2014 | 1 | | | |
| Hungarian | 2015 | 1 | | | |
| Italian | 2016 | 1 | | | |
| Japanese | 2017 | 1 | | | |
| Korean | 2018 | 1 | | | |
| Latvian | 2019 | 1 | | | |
| Lithuanian | 2020 | 1 | | | |
| Norwegian | 2021 | 1 | | | |
| Polish | 2022 | 1 | | | |
| Portuguese | 2023 | 1 | | | |
| Romanian | 2024 | 1 | | | |
| Russian | 2025 | 1 | | | |
| Serbian | 2026 | 1 | | | |
| Slovak | 2027 | 1 | | | |
| Slovenian | 2028 | 1 | | | |
| Spanish | 2029 | 4,977 | | | |
| Swedish | 2030 | 1 | | | |
| Turkish | 2031 | 1 | | | |
| Ukrainian | 2032 | 1 | | | |
| Vietnamese | 2033 | 1 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|----------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Option Year 3 | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 3001 | 29,528 | | | |
| Byelarus | 3002 | 1 | | | |
| Bulgarian | 3003 | 1 | | | |
| Chinese | 3004 | 26,152 | | | |
| Croatian | 3005 | 1 | | | |
| Czech | 3006 | 1 | | | |
| Danish | 3007 | 1 | | | |
| Dutch | 3008 | 1 | | | |
| Estonian | 3009 | 1 | | | |
| Finnish | 3010 | 1 | | | |
| French | 3011 | 1,667 | | | |
| German | 3012 | 1 | | | |
| Greek | 3013 | 1 | | | |
| Hebrew | 3014 | 1 | | | |
| Hungarian | 3015 | 1 | | | |
| Italian | 3016 | 1 | | | |
| Japanese | 3017 | 1 | | | |
| Korean | 3018 | 1 | | | |
| Latvian | 3019 | 1 | | | |
| Lithuanian | 3020 | 1 | | | |
| Norwegian | 3021 | 1 | | | |
| Polish | 3022 | 1 | | | |
| Portuguese | 3023 | 1 | | | |
| Romanian | 3024 | 1 | | | |
| Russian | 3025 | 1 | | | |
| Serbian | 3026 | 1 | | | |
| Slovak | 3027 | 1 | | | |
| Slovenian | 3028 | 1 | | | |
| Spanish | 3029 | 4,977 | | | |
| Swedish | 3030 | 1 | | | |
| Turkish | 3031 | 1 | | | |
| Ukrainian | 3032 | 1 | | | |
| Vietnamese | 3033 | 1 | | | |
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| SCHEDULE OF SUPPLIES SERVICES AND PRICES | | | | | |
|--|------|-------------------|---------------------------|----------|---------|
| NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE | | | | | |
| TRANSLATION OF 1000 WORDS BY DELIVERY TYPE | | | | | |
| Option Year 4 | | | | | |
| LANGUAGE | CLIN | Est. Annual Usage | Unit Price per 1000 Words | | |
| | | | RUSH | STANDARD | ECONOMY |
| Arabic | 4001 | 29,528 | | | |
| Byelarus | 4002 | 1 | | | |
| Bulgarian | 4003 | 1 | | | |
| Chinese | 4004 | 26,152 | | | |
| Croatian | 4005 | 1 | | | |
| Czech | 4006 | 1 | | | |
| Danish | 4007 | 1 | | | |
| Dutch | 4008 | 1 | | | |
| Estonian | 4009 | 1 | | | |
| Finnish | 4010 | 1 | | | |
| French | 4011 | 1,667 | | | |
| German | 4012 | 1 | | | |
| Greek | 4013 | 1 | | | |
| Hebrew | 4014 | 1 | | | |
| Hungarian | 4015 | 1 | | | |
| Italian | 4016 | 1 | | | |
| Japanese | 4017 | 1 | | | |
| Korean | 4018 | 1 | | | |
| Latvian | 4019 | 1 | | | |
| Lithuanian | 4020 | 1 | | | |
| Norwegian | 4021 | 1 | | | |
| Polish | 4022 | 1 | | | |
| Portuguese | 4023 | 1 | | | |
| Romanian | 4024 | 1 | | | |
| Russian | 4025 | 1 | | | |
| Serbian | 4026 | 1 | | | |
| Slovak | 4027 | 1 | | | |
| Slovenian | 4028 | 1 | | | |
| Spanish | 4029 | 4,977 | | | |
| Swedish | 4030 | 1 | | | |
| Turkish | 4031 | 1 | | | |
| Ukrainian | 4032 | 1 | | | |
| Vietnamese | 4033 | 1 | | | |
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B.1 PERIOD OF PERFORMANCE

The anticipated period of performance for the base period is February 1, 2007 through January 31, 2008. The resultant contract will include four 12-month option periods. Each option, if exercised, will extend the period of performance as follows:

Base Period: February 1, 2007 through January 31, 2008
Option I: February 1, 2008 through January 31, 2009
Option II: February 1, 2009 through January 31, 2010
Option III: February 1, 2010 through January 31, 2011
Option IV: February 1, 2011 through January 31, 2012

B.2 DEFINITION OF THE REQUIREMENT

The "Requirement" for this contract is defined as the non-machine assisted translation of patent and non-patent documents from any foreign language into Standard American English for the Scientific and Technical Information Center of the United States Patent and Trademark Office (USPTO).

B.3 ORDERING

In the event it issues more than one contract, the USPTO will issue orders using the guidelines set out below:

1. Rotation of the orders on an approximately equal basis among the contract holders, or
2. Issuing orders for specific tasks after assessing the contractors' expertise and pricing to perform a specific task.

B.4 PRICING SCHEDULE

Offeror shall insert their unit price per 1000 words for each CLIN and each delivery category, i.e. (Rush, Standard, Economy) in the tables. Note that Pricing Schedules are provided for translations for foreign into English, and for translations for English into foreign. The (USPTO) reserves the right to request prices for unusual languages not included in the pricing schedules.

B.4.1 QUOTATION OF PRICES

Offerors shall provide prices for the base period as well as for all option years in whole dollars rounded off to two (2) decimal points and submit this with their proposal. A percentage increase or decrease, for example, for the option years, is not acceptable. Prices must include all costs for the production and delivery of translations, e.g. all photocopying, delivery, facsimile and electronic transmission costs in the proposed prices.

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work.

C.2 BACKGROUND

The Government has a requirement to provide translations of patent and non-patent literature from various foreign languages into English and, occasionally, from English into foreign languages. These translations are used by patent examiners in their examination of patent applications, by the Board of Patent Appeals and Interferences, in its adjudication of patent appeal and interference cases, and by other staff of the USPTO for various purposes, including legal support.

As written translations frequently serve as documentation in USPTO actions, clarity and accuracy are essential. The translated documents must be supplied in a timely fashion to accommodate the prosecution schedules of the users. Paper file copies, when requested, must be of sufficient quality to permit long-term storage, if necessary, and electronic copies must be properly formatted to permit proper filing and availability to both USPTO employees and the public.

C.3 SCOPE

The scope of this contract is to provide the Government with accurate, high-quality translations of 1) patent literature (patents, utility models, published patent applications, abstracts, etc.) and 2) non-patent literature (scientific and technical articles, legal documents, reports, letters, etc.). The material to be translated is primarily scientific and technical, can relate to any field, and is frequently difficult linguistically and in content. A Partial translation of any given document may also be requested.

C.4 REQUIREMENTS

The Contractor shall provide the items specified below:

C.4.1 High-quality translations of patent and non-patent documents shall be provided for any foreign language into standard American English. The text to be translated may encompass an entire document, only designated portions of a document, or portions of several documents in the same language bundled together. Items deliverable are as follows:

C.4.1.1 One (1) electronic copy of each translation (as an MS Word file or other file format agreed upon with the USPTO) e-mailed directly to the Translations Branch and/or other designated USPTO e-mail address, or posted to a site as agreed upon with the USPTO. The completed translation will include translation of all text associated with or contained in figures, drawings, tables, or other graphics presented in the document.

C.4.1.2 If requested by the USPTO, one (1) copy of each translation on a magnetic

medium (3 1/2" disk). If requested one copy of each translation in paper.

C.4.2 High-quality translations of patent and non-patent documents from English into any given foreign language in the following forms:

C.4.2.1 One (1) electronic copy of each translation (as an MS Word file or other file format agreed upon with the USPTO) e-mailed directly to the Translations Branch and/or other designated USPTO e-mail address. The completed translation will include translation of all text associated with or contained in figures, drawings, tables, or other graphics presented in the document.

C.4.2.2 If requested by the USPTO, one (1) copy of each translation on a magnetic medium (3 1/2" disk). If requested one copy of each translation in paper.

C.4.2.3 Specifications of all the above requirements (C.4) are listed in Section J.

C.5 QUALITY STANDARDS

The translations shall accurately reflect the contents of the foreign language original, with no distortions or omissions. The technical vocabulary used in the translation shall be appropriate within the parameters of usage for the given field and shall be consistent within the given document. The English of the translation shall be syntactically correct, idiomatic, and comprehensible to the user-specialist.

C.5.1 EDITING

The Contractor shall exercise editorial control of the translations with regard to both technical accuracy and stylistic acceptability. Work that has clearly not been edited and/or is judged by the USPTO to be deficient will be rejected and the USPTO will not pay for such translations. (See Section E. Inspection.)

C.6 TELEFACSIMILE (FAX) TRANSMISSIONS

The Contractor must own and operate telefacsimile transmission equipment. The equipment must be compatible with that used by the Translations Branch (a group 3 or 4 machine that uses laser technology and is activated automatically).

C.6.1 A cover sheet will precede each document to be transmitted via FAX. It will include the date, the name of the receiver, the receiver's FAX or office phone number, the name of the sender, the sender's FAX and office phone numbers, the USPTO number of the document to be translated, and the number of pages being transmitted (the cover sheet shall be considered page 1). (See Attachment 5, 1.)

C.6.2 The Contractor shall use those telephone numbers specified by the Government.

C.6.3 The Contractor shall examine carefully any documents received via FAX transmission to determine whether any pages are missing or have not been transmitted legibly. Should such a problem occur, the Contractor shall notify the USPTO Translations Branch

immediately via FAX or telephone.

C.6.4 Restriction on FAX transmissions: Only documents sent to the Contractor via FAX may be returned to the USPTO via FAX. If a given document has not been faxed to the Contractor, the Contractor may not fax back the translation simply to avoid having a late return. The USPTO, however, reserves the right to request that any translation be faxed to the USPTO.

C.7 DELIVERY SERVICES

The Contractor shall provide a delivery means that reliably ensures that the completed translations are returned to the Translations Branch of the USPTO in accordance with the delivery schedules outlined in Section F.

C.7.1 The Contractor shall normally transmit all completed translations via e-mail to a designated USPTO e-mail address. When this is not possible, the Contractor, in agreement with the USPTO, may use any service providing same day or overnight delivery, i.e. commercial carriers, private messengers, or hand delivery by the Contractor of the electronic file. The contractor, in agreement with the USPTO, may post the completed documents to a server or FTP site accessible to USPTO.

C.7.2 The alternate delivery service employed by the Contractor (referred to in paragraph C.7.1 above) will be instructed to pick up deliveries from and return deliveries to the following address only; should the Translations Branch move, the Contractor will be informed of the new address immediately:

Chief
Translations Branch.
Scientific and Technical Information Center
U.S. Patent and Trademark Office
600 Dulany Street, Madison West Building RM 1C35
Alexandria, VA 22314

C.8 REDUCTION OF PARALLEL TRANSLATION EFFORT

The Contractor shall immediately notify the Contracting Officer's Technical Representative (COTR) if a newly assigned item has already been assigned to or translated by the Contractor.

C.9 DOCUMENT CONTROL

The Contractor shall maintain a tracking system for all orders issued under this contract by the USPTO. Upon inquiry from the COTR, the Contractor shall be prepared to give the status of the translation progress of any document sent to the Contractor for translation.

C.10 PROHIBITION AGAINST SALES

Nothing provided by the Government or produced under this contract is to be sold, offered for sale, given, exchanged, or otherwise released by the Contractor to any source other than the

USPTO.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Any deliverable/translation, both paper and disk copies required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Deliverables/translations may also be requested to be submitted electronically.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The COTR or his/her duly authorized representative will inspect the translations supplied under this Contract. All translations must be edited before submission to the USPTO. Any translation submitted to the USPTO may undergo the following QA procedure in order to verify that adequate editing has taken place. Translations that do not meet the following requirements are considered deficient. (See Section E.2, E.3, and E.4 below.)

E.2 QUALITY OF CONTENT:

1. The translation must be an accurate rendering of the original.
2. The translation must be expressed in comprehensible, idiomatic American English.
3. The proper terms for the subject matter must be used.

E.3 QUALITY OF PRESENTATION:

1. The format shall conform to the specifications defined in Section J.
2. No words, numbers, portions of text, or pages shall be missing.
3. The text must be free of typographical errors.
4. The text and graphics must be neat and professional.
5. The completed document must be an electronic file in MS Word, EDITABLE PDF file type, or format as agreed upon with the USPTO.

E.4 QUALITY REVIEW PROCEDURE

The USPTO reviewer will check for errors based on the Quality of Content and Presentation Sections (E.2 and E.3): mistranslation (incorrect understanding of the source text), accuracy (omissions, additions), terminology (glossary adherence, abbreviations, context), language (grammar, semantics, punctuation, spelling), style (general style, register/tone, language variants/slang), and country (country standards, local suitability, company standards). The reviewer will also check for errors in presentation (provided translated document in format as agreed upon with the USPTO, matched translated text to format of original document, translated captions and labels, and incorporated drawings.) The reviewer will write a brief description of each error and grade it as critical, major, or minor.

Critical error: an error that occurs in a very highly visible part of the document, such as the title or cover or a major error that is repeated in multiple locations.

Major error: an error that occurs in a highly visible part of document, such as the header, table of contents, caption, or the like, the omission of a table or figure, an error that results in a misleading statement, a minor error that is repeated in multiple locations, the failure to apply previous feedback, or an error that results in a potentially offensive statement.

Minor error: Any error of a severity less than major.

E.5 UNACCEPTABLE TRANSLATIONS

A critical error will cause the entire translation to fail immediately. Five error points will be assessed for each major error and one point for each minor error. Any translation which is assessed a total number of error points in excess of 1% of the target word count will fail the QA. The PTO may return a translation that fails the QA procedure to be redone (payment adjusted according to date of delivery), may refuse delivery, or may take other action as appropriate.

SECTION F- DELIVERIES

F.1 PLACE OF DELIVERY

All contract performance shall be delivered to the USPTO facility, 600 Dulany Street, Alexandria, VA.

F.2 COMPUTATION OF DELIVERY DATES

The Contractor shall complete and deliver all work in accordance with the schedule set forth in Section F.3 below, unless alternative delivery procedures are proposed by the Contractor and accepted by the USPTO. The first working day following the Contractor's receipt of an order shall be counted as the first of the total number of working days allowed by the schedule in Section F.3 below. The required delivery date for all work shall be the final working day of the total number of working days. Saturdays, Sundays, and official Federal government holidays shall not be counted as working days. Whenever alternative delivery procedures are used, and if an order is received by the Contractor through the designated carrier more than 24 hours after the date of dispatch, the Contractor shall immediately inform the COTR. If it appears that the Contractor cannot complete the work by the due date, the Contractor must notify the COTR within two hours of receipt. The COTR shall have the option of withdrawing the order or granting additional time to complete the work (see also F.4.3 and F.5).

When work is being returned, the Contractor shall be held accountable for loss in transit and delay in delivery and the Payment for Late Delivery may be used by the Government.

F.3 DELIVERY SCHEDULES

F.3.1 GROUP ONE LANGUAGES

The Group One languages include Chinese, Czech, Danish, Dutch, French, German, Italian, Japanese, Norwegian, Polish, Portuguese, Russian, Slovak, Spanish, and Swedish. The delivery schedule for a given document in any of these languages is as follows:

RUSH: One (1) day if sent electronically or via FAX, or two (2) days if sent by other means, plus one (1) day for each 4,000 foreign word batch or fraction thereof;

STANDARD: One (1) day if sent electronically or via FAX, or three (3) days if sent by other means, plus one (1) day for each 2,000 foreign word batch or fraction thereof; and

ECONOMY: Two (2) days if sent electronically or via FAX, or four (4) days if sent by other means, plus one (1) day for each 1000 foreign word batch or fraction thereof.

F.3.2 GROUP TWO LANGUAGES

The Group Two languages include all other languages not listed as Group 1 languages. The delivery schedule for a given document in any one of these languages is as follows:

RUSH: One (1) day if sent electronically or via FAX, or two (2) days if sent by other means, plus one (1) day for each 2,000 foreign word batch or fraction thereof;

STANDARD: One (1) day if sent electronically or via FAX, or three (3) days if sent by other means, plus one (1) day for each 1,000 foreign word batch or fraction thereof; and

ECONOMY: Two (2) days if sent electronically or via FAX, or four (4) days if sent by other means, plus one (1) day for each 500 foreign word batch or fraction thereof.

F.4 ORDERING PROCEDURES

The translation products required by the USPTO will be evidenced by order documentation consisting of an e-mailed or faxed order followed by a written work order signed by the COTR.

The USPTO reserves the right to issue work orders that may vary somewhat from the usual ordering procedures, e.g., some documents may be "batched" (see F.4.2.) or submitted for review.

F.4.1 WORK ORDER ADVICE SHEET

F.4.1.1 WORK ORDER ADVICE SHEET: The Work Order Advice Sheet for each separate translation document sent to the Contractor will be e-mailed or faxed to the Contractor at the same time that the document is e-mailed to the Contractor. In the event that alternative document delivery means must be used, the Work Order Advice Sheet will be affixed to said document. On this sheet the COTR will provide the following information: company name and contract number; Work Order number; the number/identifier, language, and country of origin of the original document to be translated; a delivery schedule; the date

sent and the date due; the number of words; the cost per word; the total cost per item; and any special instructions. The date returned will be recorded after the translated document has been received from the Contractor (see Attachment 5, 2). The Contractor is to fill in that portion of the Work Order Advice Sheet designated "Contractor Use Only". Space will be provided for the following information: date received, date returned, number of words, cost per word, total cost, translator's name or number, and remarks. The word count and cost figures must be supplied by the Contractor if they differ from those of the USPTO or if a change in word count has been authorized by the USPTO because of missing pages.

F.4.1.2 WORK ORDER: Each batch of one to twenty-five documents sent by the COTR to the Contractor is to be accompanied by a Work Order that lists the individual documents in the batch by USPTO number, document number, language, country, number of words, cost per word, and total cost. The total cost for each Work Order is also listed (see Attachment 5, 3). A Work Order may be issued at the sole option of the COTR during the period set forth herein.

F.4.2. COMBINED WORK ORDERS: The USPTO reserves the right to issue combined work orders that may differ somewhat from "regular" orders. For example, a number (up to 50) of short items (e.g., partial translations and abstracts) to be translated may be "batched" and considered as one document. Each batch will include documents of one and the same language. In this case only a single Work Order Advice Sheet will be issued for the entire batch; each individual document in the batch will not be listed separately on the Work Order.

F.4.3 DELAY NOTIFICATIONS: If, upon receipt of an Order, the Contractor has any reason to believe that he/she may not be able to furnish the products of the type required within the delivery time specified in the Work Order, he/she shall immediately notify the COTR of his/her reasons and propose an alternate delivery date. The Contractor is obligated to continue performance according to the contractual requirement while the proposal for a revised delivery date is being considered. The Contractor will be informed by telephone, e-mail or FAX within 24 hours of the COTR's decision. The COTR may grant additional time or may withdraw the order and have the Contractor return the document to the Translations Branch.

Note: If additional time is granted, payment will be made according to the actual delivery category. See F.6 Payment for Late Delivery.

F.5 DELIVERY OF DISK COPIES

If requested by the USPTO, disk copies of translations are to be delivered at the Translations Branch of the U.S. Patent and Trademark Office, within 3 working days after the due date of the order. The delivery order numbers for the documents returned are to be noted on the disks.

F.6. PAYMENT FOR LATE DELIVERY

1. In cases in which the Contractor does not comply with "RUSH", "STANDARD", or "ECONOMY" delivery service in accordance with the methods and Delivery schedules in Section F.3, and the Government nevertheless chooses to accept the late delivery, the Government will, in reimbursing the Contractor, reduce payment by ten percent (10%) per day late unless otherwise mutually agreed upon.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

The following individuals will be the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: Arti Shah
ADDRESS: Translations Branch
Scientific and Technical Information Center
U.S. Patent and Trademark Office
600 Dulany Street, Madison West Building RM 1B83
Alexandria, VA 22314
PHONE NO: 571-272-2525

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

- (a) For Translation Services completed by the contractor and inspected and accepted by the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

An informational copy shall be submitted as part of the normal work delivery to:

**Chief
Translations Branch
Scientific and Technical Information Center
U.S. Patent and Trademark Office
600 Dulany Street, Madison West Building RM 1B83
Alexandria, VA 22314**

- (b) To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and task/delivery order number (one per invoice);
- (3) Description and total price of all work orders;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Period of performance covered by the invoice
- (7) Subsequent sheets shall list the following:
 - i. Work Order (USPTO) number of each item invoiced
 - ii. Cost of each item

G.5 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices at least once a month.

Orders placed by the Translations Branch in different fiscal years shall be billed on separate invoices.

Should an invoice contain errors (typographical or other), it shall be returned to the Contractor to be corrected and resubmitted. The Contractor is advised that this may cause a delay in payment, since the receipt date in the USPTO shall be that of the corrected invoice.

G.6 ELECTRONIC PAYMENT INFORMATION

- (a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

- (b) In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

- a. The Contractor shall assign to this contract the following Key Personnel:

Project Manager

- b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced.
- c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.2 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

| | |
|-----------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25 |
| Inauguration Day | January 20, 2009 |

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the contractor when early release of Federal employees has been authorized.

H.3 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data

which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

HL4 TYPE OF CONTRACT

This is a firm fixed price, multiple awards, Requirements type contract with a 12-month base period and four 12-month option periods.

Pursuant to the USPTO's PTAG (Patent and Trademark Office Acquisition Guidelines) authority, the USPTO is authorized to use any contract type provided for in the FAR without regard to any limitations specified therein. As such, the USPTO intends to award one or more Requirements type contracts to meet its translation services needs. In the event that the USPTO awards more than one contract for translation services, the multiple awards do not create the basis for a claim due to the failure of the Government to order all of its requirements from a single contractor.

ATTACHMENT 1 - PHYSICAL FORMAT FOR TRANSLATION DOCUMENTS

The standard formats for translation documents set out below may be subject to modification or adjustment at the discretion of the COTR. The PTO reserves the right to modify the format of any or all of the elements cited, as required for special circumstances.

The PTO primarily requires submission of electronic translation copies formatted using such tools as MS Word or editable PDF that are readily transferable to Standard Generalized Markup Language and data storage products:

1. SPECIFICATIONS

- a. Electronic Format- is required and paper copy may be needed upon request. Format shown below is applicable to the electronic file and to the paper file if requested.
- b. Document Page Dimensions. Outside dimension: 8 1/2 x 11 inches. Typing area: 7 inches in width and 9 inches in length, equally spaced from the edges of the sheet.
- c. Typography. Type size: 10 cpi Underlining is permitted for italicized words. Greek letters and mathematical symbols will be inserted by mechanical means.
- d. Spacing. Jobs containing up to 50 pages of foreign text will be double spaced and jobs containing 51 pages or more of foreign text will be single-spaced with double spaces between paragraphs.
- e. Indentation. Indent each paragraph five (5) spaces; indent subparagraphs five (5) more spaces, etc.
- f. Transliteration of non-Roman languages. The schemes most recently defined by the Government's Board of Geographic Names will be used for all transliteration.

2. SEQUENCE OF ELEMENTS

- a. The following is the sequence of translation elements for patent literature

Cover page (unnumbered)
Title page (numbered page1)
Main body of text
Drawings (if any)

- b. The following is the sequence of translation elements, when present, for non-patent literature:

Cover page (unnumbered)
Title page (numbered page 1)
Preface/Forward
Table of Contents
List of symbols/notations/abbreviations
Main body of text
Cited Literature (References)
Appendix
Index (English alphabetized)

- c. The PTO reserves the right to define special element sequences for document types not covered in a. and b.
- d. In a., b., and c. above, all pages will be numbered, except the cover page, using Arabic numerals. The page numbers are to be centered at the bottom of the page not lower than 3/4 inch from the bottom edge.

3. INDIVIDUAL ELEMENTS

Under normal circumstances, the elements listed above will have the following format:

3.1. Cover Page. A cover page will be prepared for each technical translation. It will contain the following elements:

- PTO Number: in the upper left corner of the image area about 3/4 inch from the top of the page, containing the letter Order number designation "PTO" and completed with the Work Order number assigned in the PTO, e.g., PTO 90-1357.
- Document identification:
 - o Patent Literature (Attachment 5,4)
 - The country, document publication date, and kind of patent document is to be placed in the upper right corner of the page about 3/4 inch from the top, with the following format: CC=AA
DATE=YYYYMMDD KIND=AN.
 - The document number is to be placed immediately below this line: PN=XXXXXXXXX.
 - In the document identification data, no commas, hyphens, or spaces are used, and Japanese document numbers have 2 digits for the year and six digits for the number (e.g., 6-12543 is 06012543).

NOTES

- Whenever possible, the document kind is to be designated with the one or two-digit code assigned to the document at the top of the first page

of the patent publication, under the INID code (12), usually with A, B, C, or U as the first character.

- For standard codes, see Attachment 4, 2. Older documents do not have these codes and should be designated with the type as indicated on the document (e. g., application, patent). In such cases the following German and Japanese words designating kind should not be translated:

Offenlegungsschrift: Abbreviate to OLS

Auslegeschrift: Abbreviate to ALS

Gebrauchsmuster: Abbreviate to GEB

Kokai: Use the Japanese word

Kokoku: Use the Japanese word

The COTR may designate other specific terms or abbreviations to be used.

- Non-Patent Literature (Attachment 5, 5).

• The foreign language followed by the word "article" or other appropriate description of the document is to be placed in the upper right corner of the page about one inch from the top.

- The author's last name or other identifier is to be placed on the line immediately below this line.

- Title:

- The title is to be centered about 4 inches from the top and is all in capitals.
- The original foreign language title (transliterated when necessary) is to be placed immediately below the English title and enclosed in brackets.

- Authors or Inventors:

- Centered two lines below the title. If there is more than one inventor or author, give only the name of the first author or inventor followed by the Latin "et al."
- All professional and other titles such as Dr., Prof., Eng., Mr., Mrs., etc., are to be omitted. (If the inventor is not named, the name of the applicant shall be used.)
- If an author's name is missing, use some other appropriate identifier such as the journal title or significant words in the article title. The COTR may designate a specific identifier.

- Copyright Statement:

- A copyright statement will be supplied on all translations of articles. The COTR, in the order, may require its use on other translations as well.

- The statement will be placed in capital letters two inches below the author's name (see Attachment 5, 5).
- The statement shall read: "NOTICE: COPYRIGHT RESTRICTIONS MAY APPLY".
- Attribution: The words UNITED STATES PATENT AND TRADEMARK OFFICE will appear in capital letters about 8 inches from the top.
- Location: The location Washington, D.C. and the date (month and year the translation was completed) will appear directly under the attribution.
- Translator name: The name of the translator and/or contractor preceded by "Translated by:" will appear toward the bottom of the page.

3.2 Title Page. The title page follows the cover page and is numbered 1.

Patent Literature. The title page of patents and published patent applications shall be translated in full, except as noted below. The bibliographic items should be included as defined and illustrated in Attachment 4, 3 (Standard Codes and Formats). The following items, when they appear, need not be translated, and they will not be included in the word count:

- Titles, such as Prof., Dr., Eng., Mr., Mrs.
- Addresses
- Names of attorneys or representatives
- Laws under which the patent has been granted
- Printer's notations
- Abstracts, unless specific instructions to the contrary are given.

Non-Patent Literature. When available, the following information will be supplied for non-patent literature in the sequence shown:

- Translated title (entirely in capital letters)
- Foreign language title
- Author(s)
- Author affiliation Source:
- Name of book, journal, etc.
- Publisher
- Vol. No.
- Issue No.
- Year
- Pages

3.3. Preface/Forward When present, the preface or forward is presented after the title page.

3.4. Table of Contents. When present, citations in the Table of Contents should reflect the same style and wording as used in the pages cited. Titles of individual contributions will precede the author names.

3.5. List of Symbols/Notations/Abbreviations. When available, the list of symbols, notations, or abbreviations should appear after the Table of Contents. Each abbreviation used in the text (except for internationally recognized abbreviations) should be identified and completely expanded. They should be capitalized and run together without regard for the number of letters involved (with the exception of U.S. and U.N., the abbreviations for the United States and the United Nations, respectively). Symbols and notations should be clearly defined.

3.6. Main Body of Text

- Source Pagination. The foreign page number is the translation placed in the right margin of the translation at the end of the first line of the translation of the source page text. It is set off thus: /18.

- Graphics on Electronic or Paper Copies. Graphics include half-tones, line drawings, schematics, figures, tables, illustrations, equations, and charts. The graphics shall be run-in throughout the text and are placed as near as possible to the point where they are referenced.

Whenever possible, reproductions of graphics should be made in a 1:1 ratio. In some instances, it may be necessary to enlarge the graphics to bring out detail. In cases of unusual material such as oversized pages, e.g., in foldouts or gatefolds, the COTR will provide the Contractor with guidance as to procedures that will be acceptable.

- Titles.

- Titles of tables are centered in all capital letters above the tables.
- The word "TABLE" and its Arabic numeral will precede the title.
- If the table extends beyond one page, the page number and column headings are repeated on the top of each succeeding page of the table.

- Equations.

- Equations are centered and placed in correct order.
- Foreign language abbreviations occurring in equations will be replaced by suitable English abbreviations.
- Equation numbers are flush right enclosed with parentheses.

- Footnotes.

- Footnotes will be designated in the text by superscript Arabic numerals.
- References are not footnoted but included at the back. A full line will be drawn to separate footnotes from the text.
- Footnotes will be numbered consecutively beginning with "I" for

each section containing footnotes.

- Commas. Commas used in the foreign text to indicate decimal points will be changed to periods, to follow American usage.
- Reference Numbers. Reference numbers in the text will be bracketed.
- Errata. If an errata sheet is included in the foreign language document, the corrections are to be incorporated into the text of the translation.

3.7. Cited Literature (References).

- The words "CITED LITERATURE" in capital letters will appear centered on a new page following the main body of the text.
- References are consecutively numbered and single-spaced. Within a reference, the first line is not indented, but the second and subsequent lines are indented three spaces from the left margin.
- Standards used by the American Chemical Society will be used to enter journal titles (see Chemical Abstracts, List of Periodicals, most recent edition, published by the American Chemical Society, Washington, D.C., and yearly supplements to this list).
- Journal titles are not to be translated.
- Book titles (including reports, theses, proceedings, collections, etc.) are given in the foreign or transliterated form.
- When references are in the language of the document being translated, they will be translated as well. Within the text, references are denoted in brackets. If references are unnumbered in the source document, the authors' names will be listed in English alphabetical order.

3.8. Appendix.

- An appendix, if present, starts on a new page with the word "APPENDIX" centered at the top.
- It is consecutively numbered with the preceding pages of the main body of the text.

3.9 Index.

- An index, when present, will start on a new page with the appropriate title, that is, "SUBJECT INDEX," "NAMES," or "INDEX" centered at the top.
- Transliterated entries will be put into English alphabetical order.

ATTACHMENT 2 - TRANSLATION COPIES ON MAGNETIC MEDIA

1. GENERAL

One electronic copy of each finished translation will be supplied to the Translations Branch on standard 3 1/2-inch disks or CD-ROM usable on IBM-compatible PC's with Windows operating system, or FTP site as mutually agreed upon. The text files are to be submitted as an MSWord file or other file format agreed upon with the USPTO. If required, a paper copy may be requested.

2. INTERNAL FORM AND FORMATTING

The texts sent electronically, and/or stored on disk or CD-ROM, shall match exactly the format as described in the Attachment 1 above. Captions and labels for drawings *and/or* illustrations that are reproduced on magnetic media are to be translated and included at the point where they occur in the original text.

2.1. EXTERNAL FORM. The files will be prepared as an MSWord file or other file format agreed upon with the USPTO.

2.2. FILE NAMES. The file naming convention for patents is as follows.

Foreign patent number + country code (+ S if it is a partial translation) + period

Foreign patent number: The number should include no commas or punctuation of any kind.

- In the case of Japanese, Korean, and World Patent Organization patents, where the first two digits of the number are the publication year, usually followed by a hyphen, the hyphen is to be omitted.
- For Japanese, leading zeros are to be placed before one-digit publication years and the actual document number is to be zero-filled to six digits, for example, 6-123 becomes 06000123JP.doc
- Likewise, the actual document number for WIPO documents is zero filled to five digits.

WIPO Country Codes: The standard WIPO country codes listed in Attachment 4.1 are to be used.

S Designator: "S" is added to the name of the file when the document was only partially translated.

Examples:

West German patent no. 2,236,782 = 2236782DE.doc

Japanese patent no. 67-245453 = 6724545JA.doc

Partial WIPO patent no. 87-027 = 8700027WOS.doc

File Naming conventions

o For articles:

First eight letters of author's name + first three letters of language
+ Period

Example:

Article in French by Marchand = MARCHANDFRE.doc

o For letters:

LE + Fiscal year + PTO Number + first three letters of language
+ Period

Example:

Letter in German from FY89 with PTO number 2345 LE892345GER.doc

The PTO will arrange any other naming conventions with the contractor, as needed.

3. DISKS

Disks/CD-ROM will preferably hold multiple files from a single shipment or delivery order. Each disk/ CD-ROM shall have an external label listing the names of the files contained on that disk and the Delivery Order to which they belong.

The PTO reserves the right to request that the Contractor supply copies in magnetic form immediately upon completion of a specified document or documents, or to request additional electronic copies at any time during the life of the contract.

ATTACHMENT 3 - METHOD FOR FOREIGN WORD COMPUTATION

TARGET WORD COUNTING METHOD

The USPTO will use the target word counting method in which the automated word count feature of software such as MS Word would be used to determine the English word count from either the source or the translated document.

- o Section(s) of English words or codes, i.e. genetic sequence codes in the foreign text are not counted as words. Genetic sequence codes are reproduced for insertion into the translated document.
- o Section(s) of English words or codes, i.e. genetic sequence codes in the foreign text that are crossed out by the COTR will not be translated or counted in the total target word count.