



**UNITED STATES PATENT AND TRADEMARK OFFICE**

**DOC52PAPT1200026  
DOCUMENT TRANSLATION SERVICES**

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## 1 BACKGROUND

The United States Patent and Trademark Office (USPTO) is a federal agency whose mission is to administer the laws and regulations related to patents and trademarks to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

The USPTO seeks to acquire services for 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 the examination process, by the Board of Patent Appeals and Interference, in its adjudication of patent appeal and interference cases, and by other staff of the USPTO for various purposes, including legal, marketing and training support.

As written translations frequently serve as documentation in USPTO office actions, clarity and accuracy are essential. The translated documents must be supplied in a timely fashion to accommodate the prosecution schedules of the users.

## 2 SUPPLIES/SERVICES

Prices for translations of foreign into English or English into foreign for languages not listed below will be mutually agreed upon and incorporated into the pricing schedule as needed.

See Attachment 8.3 for Word Counts by Language for the years 2007 through 2012 for estimated annual usage for the languages below.

### Base Year: 1 August 2012 – 31 July 2013

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
0001	Arabic						
0002	Bulgarian						
0003	Chinese						
0004	Croatian						
0005	Danish						
0006	Dutch						
0007	Estonian						
0008	Finnish						
0009	French						
0010	German						
0011	Hebrew						
0012	Hungarian						
0013	Italian						

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
0014	Japanese						
0015	Korean						
0016	Norwegian						
0017	Polish						
0018	Portuguese						
0019	Romanian						
0020	Russian						
0021	Slovakia						
0022	Spanish						
0023	Swedish						
0024	Turkish						
0025	Ukrainian						
0026	Vietnamese						

**Option Year 1: 1 August 2013 – 31 July 2014**

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
1001	Arabic						
1002	Bulgarian						
1003	Chinese						
1004	Croatian						
1005	Danish						
1006	Dutch						
1007	Estonian						
1008	Finnish						
1009	French						
1010	German						
1011	Hebrew						
1012	Hungarian						
1013	Italian						
1014	Japanese						
1015	Korean						
1016	Norwegian						
1017	Polish						
1018	Portuguese						
1019	Romanian						
1020	Russian						
1021	Slovakia						
1022	Spanish						
1023	Swedish						
1024	Turkish						

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
1025	Ukrainian						
1026	Vietnamese						

**Option Year 2: 1 August 2014 – 31 July 2015**

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
2001	Arabic						
2002	Bulgarian						
2003	Chinese						
2004	Croatian						
2005	Danish						
2006	Dutch						
2007	Estonian						
2008	Finnish						
2009	French						
2010	German						
2011	Hebrew						
2012	Hungarian						
2013	Italian						
2014	Japanese						
2015	Korean						
2016	Norwegian						
2017	Polish						
2018	Portuguese						
2019	Romanian						
2020	Russian						
2021	Slovakia						
2022	Spanish						
2023	Swedish						
2024	Turkish						
2025	Ukrainian						
2026	Vietnamese						

**Option Year 3: 1 August 2015 – 31 July 2016**

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
3001	Arabic						
3002	Bulgarian						
3003	Chinese						

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
3004	Croatian						
3005	Danish						
3006	Dutch						
3007	Estonian						
3008	Finnish						
3009	French						
3010	German						
3011	Hebrew						
3012	Hungarian						
3013	Italian						
3014	Japanese						
3015	Korean						
3016	Norwegian						
3017	Polish						
3018	Portuguese						
3019	Romanian						
3020	Russian						
3021	Slovakia						
3022	Spanish						
3023	Swedish						
3024	Turkish						
3025	Ukrainian						
3026	Vietnamese						

**Option Year 4: 1 August 2016 – 31 July 2017**

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
4001	Arabic						
4002	Bulgarian						
4003	Chinese						
4004	Croatian						
4005	Danish						
4006	Dutch						
4007	Estonian						
4008	Finnish						
4009	French						
4010	German						
4011	Hebrew						
4012	Hungarian						
4013	Italian						
4014	Japanese						

CLIN	Language	Foreign into English (Price per word)			English into Foreign (Price per word)		
		Economy	Standard	Rush	Economy	Standard	Rush
4015	Korean						
4016	Norwegian						
4017	Polish						
4018	Portuguese						
4019	Romanian						
4020	Russian						
4021	Slovakia						
4022	Spanish						
4023	Swedish						
4024	Turkish						
4025	Ukrainian						
4026	Vietnamese						

### 3 STATEMENT OF WORK

#### A. SCOPE OF WORK

The Contractor shall provide the USPTO with accurate, high-quality translations of 1) patent literature (utility models, published patent applications, abstracts, etc.) and 2) non-patent literature (scientific and technical articles, legal documents, presentation materials, training materials, reports, letters, etc.). The material to be translated is primarily scientific and technical, and can relate to any field and is frequently difficult linguistically and in content. Partial translations of documents may also be requested.

#### B. REQUIREMENTS

##### B.1 Human Translation for Foreign into standard American English

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. If requested by the USPTO, certified translations shall be provided.

##### B.2 Human Translation for standard American English into a Foreign Language

High-quality translations of patent and non-patent documents from standard American English into any foreign language. If requested by the USPTO, certified translations shall be provided.

##### B.3 Reduction of Parallel Translation Effort

The Contractor shall immediately notify the COTR if a newly assigned item has already been assigned to or translated by the Contractor.

#### **B.4 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.

#### **B.5 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.

#### **B.6 Designated Point of Contact**

The Contractor shall assign a designated point of contact (POC) and provide the name and contact information of the designated POC to the Contracting Officer's Technical Representative (COTR) within one business day after award. The Contractor shall immediately notify the COTR of any changes in the designated POC.

### **C. DELIVERABLES, DELIVERY SERVICE, AND DELIVERY SCHEDULES**

#### **C.1 Deliverables**

One (1) electronic copy of each translation along with a USPTO number (as an MS Word file or other file format 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.2 Delivery of Completed Translations**

All completed translations shall be posted to an FTP site accessible to the USPTO in accordance with the delivery schedules outlined in this section.

#### **C.3 Delivery Schedules**

**Computation of Delivery Dates:** The Contractor shall complete and deliver all work in accordance with the schedule set forth below. The first work 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 delivery schedule. The required delivery date for all work shall be the final working day of the total number of working days allowed. Saturdays, Sundays, and official Federal government holidays shall not be counted as working days. 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 of the order. The COTR shall have the option of withdrawing the order or granting additional time to complete the work.

**Group One Languages** include Arabic, Chinese, Dutch, Estonian, French, German, Italian, Japanese, Korean, and Russian. The delivery schedule for these languages is as follows:

**Rush:** One day (1), plus one (1) for each 4,000 foreign word batch or fraction thereof.

**Standard:** One (1) day, plus one (1) day for each 2,000 foreign word batch or fraction thereof.

**Economy:** Two (2) days, plus one (1) day for each 1,000 foreign word batch or fraction thereof.

**Group Two Languages** include all languages not listed in Group One above. The delivery schedule for these languages is as follows:

**Rush:** One day (1), plus one (1) for each 2,000 foreign word batch or fraction thereof.

**Standard:** One (1) day, plus one (1) day for each 1,000 foreign word batch or fraction thereof.

**Economy:** Two (2) days, plus one (1) day for each 500 foreign word batch or fraction thereof.

**Payment for late translation submissions will be reduced by 10% for each day late.**

#### **D. ORDERING PROCEDURES**

If multiple contracts are awarded for translation services, orders will be rotated amongst the Contractors on an approximately equal basis taking into consideration each Contractor's experience in a specific language, past performance on previous orders, and price.

Work orders will be e-mailed or faxed to the Contractor. Each order will consist of a Work Order Advice Sheet and the document to be translated. The Work Order Advice Sheet will contain the following information: company name and contract number, work order number, the number/identifier, language, and country of original of the document to be translated, a delivery schedule, the date sent and the date due, the number of words, the price per word, the total price per item, and any special instructions. The Contractor shall fill in the portion of the Work Order Advice Sheet designated "Contractor Use Only." Space will be provided for the Contractor to insert the following information: date received, date returned, number of words, and price per word

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

## E. INSPECTION AND ACCEPTANCE

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 Contractor shall exercise editorial control of the translations with regard to both technical accuracy and stylistic acceptability. The following quality assurance inspections will be utilized to determine if translations are accepted by the USPTO.

**Quality of Content:** The translation must be an accurate rendering of the original, must be grammatically correct, must be expressed in comprehensible, idiomatic American English, and must use the proper terms for the subject matter.

**Quality of Presentation:** The format shall conform to the specifications in Attachment 8.1, Physical Format of Translation Documents. Additionally, no words, numbers, portions of text, or pages shall be missing. The text must be free of typographical errors and text and graphics must be neat and professional. The completed document must be in an electronic file formatted in MicroSoft® Word or an editable Portable Document Format (PDF).

The USPTO will continually inspect and monitor the services provided by the contractor. In addition to the criteria above and in Attachments 8.1 (Physical Format of Translation Documents) and 8.2 (Format of Electronic Files), the USPTO will rely on visual inspections and customer feedback to determine the acceptance of services provided under this contract.

Errors noted in submitted translations will be designated critical, major, or minor as defined below. Translations containing one (1) critical error will be rejected. Five error points will be assessed for each major error and one point for each minor error. Translations assessed a total number of error points in excess of 1% of the target word count will be rejected.

**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 the 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.

Any submitted translations rejected by the USPTO will be subject to the terms and conditions in FAR 52.212-4 Contract Terms and Conditions – Commercial Items.

## 4 PERIOD OF PERFORMANCE

The initial period of performance of this contract is from 1 August 2012 through 31 July 2013. The contract contains four one-year option periods.

## 5 CONTRACT TYPE

This shall be an indefinite delivery, indefinite quantity, commercial item contract with firm-fixed unit prices.

## 6 CONTRACT ADMINISTRATION

### A. CONTRACT ADMINISTRATION

#### **The Contracting Officer for this award shall be:**

Teresa A. Kelley  
571.272.3262  
Madison East, Room 7B05  
600 Dulany Street  
Alexandria, VA 22314  
e-mail: Teresa.Kelley@uspto.gov

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.

#### **The Contracting Officer's Technical Representative (COTR) for this award shall be:**

Chisato Morohashi  
571.272.3501  
Remson Building, Room 1A79  
400 Dulany Street  
Alexandria, VA 22314  
e-mail: Chisato.Morohashi@uspto.gov

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.

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. An alternative COTR may be named by the Contracting Officer in the absence of the COTR.

## **B. INVOICING AND PAYMENT INSTRUCTIONS**

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

**OR submitted via e-mail to:**  
OfficeofFinance@uspto.gov

All other terms and conditions regarding invoices under this contract are subject to FAR 52.212-4 Contract Terms and Conditions – Commercial Items.

## **7 ADDITIONAL TERMS AND CONDITIONS**

### **7.1 PTO-04 Security Clause (JUN 2007)**

#### **ACCESS TO GOVERNMENT FACILITIES**

During the life of the contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Government reserves the right to require contractor personnel to sign in upon ingress or sign out upon egress to and from the Government facility.

#### **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 interpretation thereof or data derivative therefrom, 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.

#### **GOVERNMENT FURNISHED DATA (IF APPLICABLE)**

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order(s). Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

**RIGHTS IN DATA (IF APPLICABLE)**

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, “software first produced in the performance of this contract” shall include, but not be limited to the following: non-COTS computer program developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purpose of this clause, “unlimited rights” shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

**SECURITY AND USE OF PATENT INFORMATION**

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-know basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

“I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion.”

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

*(End of clause)*

**7.2 PTO-06 Limitation on Contractor Advertisements (APR 2006)**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

*(End of clause)*

**7.3 PTO-10 AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)**

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS: An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the

Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

### III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Protest Decision Authority  
US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel General Law Office  
US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX Number 571-273-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

c. Effect of protest on award and performance: When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES: The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re -compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

*(End of Clause)*

#### **7.4 PTO-17 Contractor FOIA Requirement (FEB 2010)**

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

*(End of Clause)*

#### **7.5 FAR 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: <https://www.acquisition.gov/far/>

The following clauses are hereby incorporated by reference:

FAR 52.204-7 Contractor Central Registration (APR 2008)

FAR 52.212-4 Contract Terms and Conditions – Commercial Items (FEB 2012)

**7.6 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAY 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).
- (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

- \_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (11) [Reserved]
- (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_\_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

- \_X\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_X\_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_X\_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_X\_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_X\_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_X\_ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_X\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_X\_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- \_ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- \_ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- \_ (iv) Alternate III (Mar 2012) of [52.225-3](#).
- \_ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_X\_ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_\_ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

- (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
—Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

*(End of clause)*

#### **7.7 FAR 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 **1 August 2012 through 31 July 2017**.

(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)*

**7.8 FAR 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 **\$25.00**, 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 **\$50,000.00**;
  - (2) Any order for a combination of items in excess of **\$50,000.00**; or
  - (3) A series of orders from the same ordering office within **2 business days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 business 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)*

**7.9 FAR 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 before the end of the current option period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five years and six months.

*(End of clause)*

## **8 ATTACHMENTS**

***8.1 Physical Format for Translation Documents***

***8.2 Format of Electronic Files***

***8.3 Word Counts by Language 2007-2012***

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.

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
    - 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=XXXXXXXX.
    - In the document identification data, no commas, hyphens, or spaces are used, and Japanese document numbers have 2 or 4 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.
- Older documents that do not have these codes should be designated with kind codes. The following German and Japanese words should use designating kind:

Offenlegungsschrift: A  
Auslegeschrift: B  
Patentschrift: C  
Gebrauchsmuster: U  
Kokai: A  
Kokoku: B

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

- o Non-Patent Literature.
  - 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.
  - 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. The information with INID codes should also be included as reflected on the source doc, such as codes (56) and (30). 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/Foreword When present, the preface or foreword 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.

## 1. GENERAL

One electronic copy of each finished translation will be supplied to the Translations Branch on an FTP site accessible to the USPTO. The text files are to be submitted as an MS Word 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 shall match exactly the format as described in Attachment 1 Physical Format for Translation Documents. 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. FILE NAMES. The file naming convention for patents is as follows.

Foreign patent number + country code + kind code (+ PARTIAL 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 or four 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 WIPO standard two-letter country codes are to be used.

PARTIAL Designator: “PARTIAL” is added to the name of the file when the document was only partially translated.

Examples: West German patent no. 2,236,782 A1 = 2236782DEA1PARTIAL.doc

Japanese patent no. 67-245453 B = 6724545JPBPARTIAL.doc

### File Naming conventions

- For articles:

PTO Number + Period + First eight letters of author's name + Period + Country Code + Period

Example: Article in French by Marchand with PTO number 12-3456 = PTO123456.MARCHAND.FR.doc

- For office actions:

PTO Number + Period + OA + Country Code + Period

Example: Office action in Korean with PTO number 12-7890 = PTO127890.OA.KR.doc

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

### Attachment 8.3 Word Counts by Language 2007-2012

Language (foreign into English)	2007	2008	2009	2010	2011	2012 (thru May)	Total Words	Estimated Annual Usage (average of years 2010-2012)
Arabic	33,631	51,724	75,964	220	14,387	14,045	<b>189,971</b>	11,856
Bulgarian	-	-	3,898	3,191	6,572	-	<b>13,661</b>	4,040
Chinese	509,040	780,581	977,705	676,010	582,546	555,994	<b>4,081,876</b>	750,848
Croatian	3,943	-	142	-	-	3,039	<b>7,124</b>	1,258
Czech	11,758	7,983	17,490	15,807	17,148	1,487	<b>71,673</b>	14,252
Danish	-	2,910	9,846	-	1,347	7,450	<b>21,553</b>	3,640
Dutch	24,746	18,551	98,930	45,048	31,772	15,761	<b>234,808</b>	38,309
Estonian	10,433	-	-	1,441	-	-	<b>11,874</b>	596
Finnish	2,630	2,782	8,053	10,627	11,015	-	<b>35,107</b>	8,955
French	1,465,021	1,281,377	1,390,938	493,636	483,860	201,655	<b>5,316,487</b>	487,925
German	3,435,431	2,431,104	2,313,457	1,758,409	1,190,480	848,297	<b>11,977,178</b>	1,571,249
Hebrew	-	-	638	-	-	-	<b>638</b>	-
Hungarian	6,247	11,491	12,096	19,504	16,897	4,929	<b>71,164</b>	17,102
Italian	32,953	47,179	72,718	37,861	27,463	14,857	<b>233,031</b>	33,178
Japanese	14,947,051	16,053,439	14,741,056	10,365,477	9,910,610	6,260,793	<b>72,278,426</b>	10,980,778
Korean	664,738	380,579	543,363	578,427	281,259	319,716	<b>2,768,082</b>	488,028
Norwegian	-	1,413	1,449	8,174	-	-	<b>11,036</b>	3,382
Polish	20,944	17,200	13,609	10,815	16,809	13,517	<b>92,894</b>	17,024
Portuguese	11,838	19,071	10,272	34,706	31,528	7,949	<b>115,364</b>	30,696
Romanian	10,186	2,912	6,260	3,974	5,009	1,880	<b>30,221</b>	4,495
Russian	284,053	206,636	356,809	311,721	268,929	164,832	<b>1,592,980</b>	308,475
Slovakia	-	2,019	-	4,679	-	-	<b>6,698</b>	1,936
Spanish	76,099	142,469	194,835	34,058	90,172	42,384	<b>580,017</b>	68,944
Swedish	24,579	11,049	19,942	8,763	9,086	5,151	<b>78,570</b>	9,517
Turkish	2,603	354	1,578	-	2,801	2,538	<b>9,874</b>	2,209
Ukrainian	-	4,945	1,782	3,268	1,720	6,542	<b>18,257</b>	4,771
Vietnamese	22,866	2,076	-	3,085	-	-	<b>28,027</b>	1,277
<b>Total Words (Year):</b>	<b>21,600,790</b>	<b>21,479,844</b>	<b>20,872,830</b>	<b>14,428,901</b>	<b>13,001,410</b>	<b>8,492,816</b>	<b>99,876,591</b>	
<b>Special projects</b>								
English in Foreign	87,291	200,215	47,204	55,248	46,832		<b>436,790</b>	