

UNITED STATES _____ COURT

**CONTRACT COURT INTERPRETER SERVICES
TERMS AND CONDITIONS**

1. AGREEMENT

These terms and conditions, in addition to the attached purchase order/request, constitute the agreement for contract interpreter services in the _____ language required for the period of _____, by the United States _____ (court) for the _____.

The contract court interpreter shall provide services strictly in accordance with the terms and conditions of this contract. The Government shall not be liable for any services provided by the contract court interpreter that have not been authorized by the issuance of a purchase order. The court may provide modified orders during the course of services. Agreements will generally be issued to the contract court interpreter for each separate assignment prior to the commencement of work or travel.

2. STANDARD RATES FOR INTERPRETING SERVICES

The rates for interpreter services are established by the Director of the Administrative Office of the United States Courts and will be in effect for the duration of this agreement unless otherwise increased.

2.1 Contract Court Interpreter Services

Administrative Office Certified and Professionally Qualified Interpreters

Daily Rate: _____
Half-Day Rate: _____
Overtime Rate: _____

Non-certified, Language Skilled Interpreters

Daily Rate: _____
Half-Day Rate: _____
Overtime Rate: _____

Note: The half-day rate is paid for services up to 4 hours in one day, and the full-day (daily) rate is paid for services in excess of 4 hours up to 8 hours in one day, regardless of the time of day.

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Overtime/hourly rates apply only if the workday exceeds 8 hours, not including lunch periods and breaks. Contract court interpreters may not charge any other court unit or Federal Public Defender for any services rendered during the same period for which the contract court interpreter is being compensated pursuant to this order. If a contract interpreter works for two different entities within the judiciary, such as a court and a Federal Public Defender, in one day, the total amount billed to the two accounts must not exceed the full-day rate plus any overtime.

3. DEFINITIONS

“Contracting Officer” refers to the person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

“Contract court interpreter” as referred to in this agreement is a free-lance interpreter and not a Judiciary employee, with the requisite knowledge, skill and abilities to provide interpreting and, on occasion, when necessary and required as part of this contract, transcription and translation services, in the languages specified in this agreement as determined by the court and in accordance with the Court Interpreters Act.

“Court Interpreters Act” means the Court Interpreters Act of 1988, as amended, Pub. L. No. 95-539, 92 Stat. 2040 (1978), and Court Interpreter Amendments, Pub. L. No. 100-702, 102 Stat. 4654-4657 (1988) (codified at 28 U.S.C. §§ 602(b), 604(a)(10)(C), 604(a)(14), 604(a)(15), 604(a)(16), 1827 and 1828). The Court Interpreters Act, 28 U.S.C. § 1827 sets forth the Judiciary’s responsibilities for selecting, securing and utilizing court interpreters.

“Simultaneous Interpretation” means the instantaneous oral reproduction of speech from one language to another. This requires the interpreter to listen, comprehend, translate, and reproduce a speaker’s or signer’s message while the speaker or signer continues to speak or sign, typically lagging a matter of seconds behind the speaker’s or signer’s communication. The simultaneous mode is used by interpreters when interpreting all that is said in courtroom proceedings for non-English speaking defendants.

“Consecutive Interpretation” means interpretation that requires the interpreter to listen, comprehend, translate, and reproduce the original message after the speaker or signer pauses, such as in the “question and answer” mode in which the speaker completes his statement and the interpreter begins to interpret after the statement is completed. The consecutive mode is used with non-English speaking witnesses on the stand or at the podium/lectern.

“Sight Translation” is the oral rendition of the text of a written document. The interpreter first reviews the original text, then renders it orally into the other language. Sight translation is

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distinguished from the general meaning of translation, which is rendering a written source language document into a written target language document, in that sight translation is done on sight (upon reading): the parallel text is spoken verbally, and not prepared in writing.

“Team Interpreting” refers to two or more interpreters working together as a team to ensure the sustained accuracy of interpretation in longer or more complex proceedings. The team members generally pre-agree on the intervals, usually every 20 to 30 minutes, for rotating the role of primary interpreter. The non-primary interpreter assumes a supporting role and continues to follow the proceedings in order to provide the appropriate level of continuity when the task as primary interpreter is rotated. A contract will be issued to each interpreter individually working in a “team interpreting” assignment.

4. DESCRIPTION OF SERVICES TO BE PERFORMED

All services shall be provided in accordance with the Court Interpreters Act, 28 U.S.C. § 1827 and this contract. Services may include interpretation for defendants, witnesses and other participants in court proceedings, both in and out of court, in a variety of hearings or trials, in both criminal and civil matters instituted by the United States. The court may reassign the contract court interpreter to perform services for other judiciary components, or as deemed appropriate.

The contract court interpreter shall provide interpreting services from English into the foreign language or sign language listed in Section 1, Agreement, of this agreement and vice versa. The contract court interpreter shall be prepared to provide interpreting services in any or all of the following modes: simultaneous interpretation, consecutive interpretation, and sight translation as appropriate to the court’s requirements. The contract court interpreter must be able to work with interpreting equipment in the courtroom, and also, as necessary, equipment used to provide remote interpreting services by telephone. The contract court interpreter may be required to work with other interpreters hired by the court in team interpreting situations for longer proceedings.

Assignments may include written document translation services as well as transcription/translation of audio/video-taped evidentiary materials. Transcription/translation work product must be in final form (not in draft form), accurate and free of errors in spelling, grammar, and word choice. Transcription/translation assignments shall be performed in the time frame set by the court.

The duration of assignments may vary from less than half an hour to several weeks/months per assignment. The contract court interpreter shall be available to the court for the entire period for which the interpreter is being contracted. Thus, if the contract court interpreter is requested for one half-day and the assignment only lasts ten minutes, the court may require the contract court

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interpreter to remain available for the entire contracted time, and perform other assignments or telephone interpreting services, unless performing such additional tasks would result in a conflict of interest. Likewise, the contract court interpreter must remain available for overtime if the required work is in excess of eight hours, as some assignments, particularly during trials, may exceed eight hours. If overtime is required, the interpreter will be paid the overtime rate listed in 2.1, Contract Court interpreter Services, above.

Requirements may range from simple to highly complex and from routine to highly sensitive or controversial. The contract court interpreter shall be able to work under stress and in a high-pressure environment. The contract court interpreter shall be able to deal with complaints and disruptions by defendants, if these occur during the assignment. The interpreter must be able to deal with assignments and changes in assignments in a flexible manner.

5. INSPECTION AND ACCEPTANCE

The Contracting Officer may, at any time or place, inspect the services performed and the products, including any documents and reports. The contracting officer may reject any services or products that do not meet the highest requirements of the contract, the highest standards of the contract and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

6. DELIVERIES OR PERFORMANCE

Contract court interpreters must be able to demonstrate to the satisfaction of the court that they are competent court interpreters who can render spoken or written court discourse accurately from English into the foreign or sign language and vice versa, and, as appropriate, perform interpretations in the simultaneous as well as consecutive modes or render sight translations with a high degree of accuracy. Contract court interpreters must possess a high level of language proficiency in both English and the foreign or sign language and have the knowledge, skill and ability to perform assignments in accordance with the requirements of federal courts.

Services may be performed in or out-of-court. In the performance of services under this agreement, the contract court interpreter shall adhere to the provisions of this contract and any other conditions, policies, or procedures established by the court and attached to this contract, as well as the interpreter's oath administered by the court.

It is the responsibility of the contract court interpreter to ensure that he/she fully understands the scope of the assignment and the ramifications of accepting the assignment. The contract court interpreter shall recuse him or herself of any assignment that may be beyond the ability of the contract court interpreter or which may constitute a conflict of interest for the interpreter. The

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interpreter shall also advise the court if additional preparation time or other special conditions are required to ensure that the services can be rendered in a competent manner.

The court has final authority to make decisions about assignments, including the use and rotation of team interpreters. The court also will make a determination if the contract interpreter should be issued an identification card, and shall set the terms and conditions for the use of such identification card.

7. AGREEMENT ADMINISTRATION DATA

7.1 Payment for Services - General Invoice Requirements

- (a) An original invoice for services rendered shall be submitted by the interpreter within 30 days of contract performance to:

Clerk, U.S. _____ Court at the address below,

The bill/invoice must at a minimum include all of the following:

- Name of the interpreter and/or agency
- Mailing address
- Case or file number
- Purchase order or Blanket Purchase Agreement number (attach copy if available)
- Language in which the interpreting/translating services were provided
- Dates/times the interpreting services were provided
- Travel dates, if applicable, to include:
 - departure time from residence
 - arrival at court destination
 - departure from court location
 - arrival at residence at the end of travel
- Itemized applicable charges/costs for services as well as travel
- Any and all other information required in this agreement
- All applicable receipts as described herein
- Taxpayer Identification Number (TIN) or Social Security Number

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Please direct any inquiries to POC name, address, phone, fax, email:

- (b) The government shall not be obliged to pay the contract court interpreter more frequently than once per month.
- (c) The contract court interpreter shall not receive payment unless the contract court interpreter has performed to the satisfaction of the contracting officer, who may consult with appropriate court personnel in making such determination.

7.2 Fees to be Paid for Travel Days

No payment will be provided for travel time for travel within the local commuting area of the court location in which the contract interpreter is working. The local commuting distance to the courthouse will be set by the court (see Section 7.4, Travel Expenses, below).

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance to the courthouse from the interpreter's residence, using air transportation or long-distance ground transportation, the method of transportation selected must result in the greatest advantage to the judiciary, cost and other factors considered, as described in Judiciary Staff Travel Regulations, attached.

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance to the courthouse from the interpreter's residence, using air transportation or long-distance ground transportation, on a day **prior** to a court proceeding, the court will pay a travel time fee equal to the applicable half-day rate for every four hour period, or fraction thereof, in travel, not to exceed the applicable full-day rate. If travel to the interpreter's residence from a court location that is beyond the local commuting distance is required on the day **after** completion of a court proceeding, the court will pay a travel time fee equal to the applicable half-day rate for every four hour period, or fraction thereof, in travel, not to exceed the applicable full-day rate. Time in travel is counted from the time the interpreter leaves the residence or other authorized location until arrival at the court location, and from the time the interpreter leaves the court location until arrival at the residence or other authorized location.

If travel beyond the local commuting distance for **both** coming to a court location and the return home are on days **other** than on the day of the court proceeding (the day before and the day after the court proceeding) a travel time fee equal to one applicable full-day rate will be paid for the total time spent in travel.

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If travel beyond the local commuting distance to a court location is on the **morning** of the day scheduled for an afternoon court proceeding, the applicable full-day rate will be paid for that day, representing both travel time fee for the morning and interpreting fee for the afternoon. If travel home beyond the local commuting distance is on the **afternoon** of the day for which the interpreter is paid a half-day interpreting fee for a morning court proceeding, the applicable full-day rate will be paid, representing the interpreting fee for the morning and the travel time fee for the afternoon. If travel time and court proceeding exceed eight hours on either of these days, overtime for each additional hour will be paid at the applicable rate in Section 2.1, Contract Court Interpreter Services.

Two half-days accrued by a contract interpreter in any of the situations discussed in this section shall be paid at the rate of the applicable full-day rate in Section 2.1, Contract Court Interpreter Services.

All of the above are **in addition** to standard per-diem subsistence expenses to be paid in accordance with this contract as noted in Section 7.4, Travel Expenses, below and the Judiciary Staff Travel Regulations, attached.

For court proceedings that last longer than one week at a location beyond the local commuting distance from the contract interpreter's residence, the contract court interpreter who stays on travel status during a weekend will be paid per-diem subsistence expenses only for lodging and meals, if it is advantageous to the government. There will be no interpreting fees paid for weekend days in a travel status when court is not in session. For court proceedings longer than two weeks, the court will pay for one round-trip return home every other weekend, in accordance with the Judiciary Staff Travel Regulations.

7.3 Cancellation Fees

If the contract court interpreter receives notice of cancellation of a court proceeding at least 24 hours prior to the scheduled proceeding, not counting weekends or federal holidays, no cancellation fee will be paid. If the contract court interpreter is notified of the cancellation less than 24 hours before the scheduled proceeding, not counting weekends or federal holidays, the court will compensate the interpreter with a cancellation fee equal to the applicable _____ rate.

For instance, if the interpreter has been contracted for a one-day case starting Monday, 9:30 A.M., and the court cancels **before** 9:30 A.M. on the preceding Friday, no cancellation fee will be paid. However, if the court cancels **at or after** 9:30 AM on the preceding Friday, the court will pay a cancellation fee as described above.

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If the court proceeding is cancelled after the contract court interpreter is en route or arrives at the court location, or if the Judicial Officer deems the contract court interpreter does not communicate effectively and therefore cannot be used after the interpreter arrives at the court, travel time fees will be paid as indicated in Section 7.2, Fees to be Paid for Travel Days, in addition to the cancellation fee indicated in Section 7.3, Cancellation Fees. A travel time fee will not be paid for the same time period covered by a cancellation fee. Further, a cancellation fee and/or travel time fee will not be paid by the court for the same time period for which the contract court interpreter receives payment from any federal court unit or Federal Public Defender organization for interpreter services or travel. Two accrued half days, for travel and/or cancellation, will be paid at the applicable rate of one full day.

7.4 Travel Expenses

The contract court interpreter will be required to perform the interpreting services at the following court location:

The contract court interpreter’s place of residence is:

A local contract court interpreter will not receive reimbursement for mileage, parking, taxis or public transportation when that contract court interpreter’s residence is within a local commuting distance to the courthouse. Travel expenses will **NOT** be provided for travel less than _____ miles from the contract court interpreter’s residence to the court location.

Authorized travel expenses for travel beyond the local commuting distance will be reimbursed by the court in accordance with the Judiciary Staff Travel Regulations, and specifically for air transportation from _____ (city) to _____ (city); and/or _____ miles of ground transportation from _____ (city) to _____ (city); and subsistence expenses allowances not to exceed \$ _____ per day while in travel status in

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_____ (city). Subsistence expenses claimed on an actual (itemized) expense basis ___ are/___ are not authorized under this contract. Travel using the interpreter’s personal vehicle will be reimbursed at the rate of \$_____ per mile, if authorized. A copy of the Judiciary Staff Travel Regulations is attached to this contract.

The contract court interpreter must make all necessary travel arrangements and pay for the travel services. The contract court interpreter shall pay for all meals, lodging, and tips for meals, hotels, baggage, etc. and shall prepare an invoice as described herein to seek reimbursement. Subsistence allowances claimed on an actual (itemized) expense basis cannot exceed 150% of the applicable per diem rate listed above and will require receipts, and must be authorized by the court prior to each assignment that involves travel. A lodging receipt **must** be attached to the invoice.

The court will not purchase the airline ticket for a contract interpreter. Reservations should be made in coach class on a fully refundable fare with no penalties for cancellations or changes. Contract court interpreters are not entitled to government rates for airline travel. A passenger copy of the airline ticket and receipt **must** be supplied to the court with the travel voucher for reimbursement of airfare.

The court must authorize all travel required under this contract. The contractor will be reimbursed for those travel expenses incurred in accordance with this contract and the Judiciary Staff Travel Regulations.

The contract court interpreter shall use the method of transportation administratively authorized as most advantageous to the government. Any additional cost resulting from the use of a method of transportation other than that authorized shall be the responsibility of the contract court interpreter and will not be reimbursed.

Per Diem rate: *List all locations and the corresponding per-diem rates in the location where travel may be required.*

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. SPECIAL REQUIREMENTS

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8.1 Equipment

The contract court interpreter must advise the clerk's office of any special equipment requirements prior to accepting an assignment. The government will not reimburse interpreters for the use of their personal equipment.

8.2 JP3 Clause 7-130, Interest (Prompt Payment) - (JAN 2003)

The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.

8.3 JP3 Clause 7-35, Disclosure or Use of Information - (JAN 2003)

- (a) Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer.
- (b) To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.
- (c) The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom

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- information is made available, that they are aware of the above penalties associated with authorized disclosure. Such acknowledgments are subject to the review of the contracting officer.
- (d) Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others.
 - (e) Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.
 - (f) The judiciary and contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the contractor shall consult with the contracting officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
 - (g) The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.
 - (h) The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.
 - (i) The contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the contracting officer. The contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the contracting officer, except as access may be necessary for authorized employees of the contractor to perform services under this contract.
 - (j) Notwithstanding any other provision of this contract the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document to a private person without the express written permission of the contracting officer. Notwithstanding any other provision of this contract, the contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the contracting officer.

8.4 JP3 Clause 7-235, Disputes - (JAN 2003)

- (a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
- (b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
- (c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.
- (d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

8.5 JP3 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)

- (a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

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- (b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

8.6 Payments - AOUSC 2004

The judiciary will pay the contract court interpreter, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for products or services rendered, less any deductions provided in this contract.

8.7 JP3 Clause 7-205, Payment for Judiciary Holidays - (JAN 2003)

On judiciary holidays, on-site contractors are not entitled to compensation unless: 1) the contract requires the contractor to be on-site at the judiciary facility during the holiday; 2) the contract specifically provides for compensation to the contractor on judiciary holidays; or 3) the contractor obtains approval from the contracting officer or designated contracting officer's technical representative to perform work at an off-site location. The following holidays are observed by the judiciary: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

8.8 JP3 Clause 7-210, Payment for Emergency Closures - (JAN 2003)

During an emergency closure of the government taken in its sovereign capacity for the public good, the Judiciary is not obligated to compensate contractors during the emergency closure unless: 1) the contract specifically requires the contractor to be on-site at the Judiciary facility during an emergency closure; 2) the contract specifically provides for compensation to the contractor even when the government acts in its sovereign capacity; or 3) the contractor obtains approval from the contracting officer or designated contracting officer's technical representative to perform work at an off-site location.

8.9 Termination - AOUSC 2003

The agreement may be terminated at anytime, in whole or in part, when it is in the best interest of the court.

8.10 JP3 Clause 7-20, Security Requirements (JAN 2003)

The contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or

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functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

9. ATTACHMENTS

9.1 Judiciary Staff Travel Regulations

9.2 Purchase Order/Request

Contract Court Interpreter

Date