

**REQUEST FOR PROPOSALS/QUALIFICATIONS**  
**(RFP/Q)**  
**Rev. 5/21/26**

The Administrative Office of the Courts, Twentieth Judicial Circuit, State of Florida is accepting **sealed** Proposals/Qualifications for the following:

**CONTRACT FOR**  
**COURT TRANSCRIPTION SERVICES FOR**  
**THE TWENTIETH JUDICIAL CIRCUIT**  
**SPECIFICALLY IN CHARLOTTE, COLLIER, GLADES,**  
**HENDRY AND LEE COUNTIES**

**Copy of RFP/Q:**

A copy of the Request for Proposals/Qualifications may be obtained from the Administrative Office of the Courts, Lee County Justice Center, 1700 Monroe Street, Fort Myers, Florida 33901, telephone (239) 533-1719, or from the Administrative Office of the Courts' website at <https://www.ca.cjis20.org>.

**Proposal Deadline:**

All Proposals/Qualifications must be received and date/time stamped by the Administrative Office of the Courts no later than **Monday, June 1, 2026, 1:30 p.m.** Proposals received after this deadline will not be accepted. If mailed, the Administrative Office of the Courts accepts no responsibility for ensuring that the proposal is date/time stamped prior to the Proposal Deadline.

**Submission:** All Proposals/Qualifications must be hand-delivered or mailed/e-mailed to:

Administrative Office of the Courts  
Twentieth Judicial Circuit  
Lee County Justice Center  
Attn: Eric Fishbeck  
1700 Monroe Street  
Fort Myers, Florida 33901  
Email: [efishbeck@ca.cjis20.org](mailto:efishbeck@ca.cjis20.org)

**Please submit an original and one copy.**  
**FACSIMILIES WILL NOT BE ACCEPTED.**

DELIVERIES MUST BE IDENTIFIED WITH THE NOTATION:  
RFP/Q #26-001

**REQUEST FOR PROPOSALS/QUALIFICATIONS**  
**FOR**  
**COURT TRANSCRIPTION SERVICES**  
**TWENTIETH JUDICIAL CIRCUIT OF FLORIDA**  
**CHARLOTTE, COLLIER, GLADES, HENDRY AND LEE COUNTIES**  
**#26-001**

**PART A: NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that sealed proposals marked **RFP/Q #26-001** shall be received at the Administrative Office of the Courts, Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL 33901 (239) 533-1719 no later than **Monday, June 1, 2026, 1:30 p.m.** for the following services:

**1. SCOPE OF SERVICES:**

The Administrative Office of the Courts (hereinafter “AOC”) plan to enter into a contract or contracts with one or more qualified vendors to provide court transcription services to the Courts in the Twentieth Judicial Circuit in Charlotte, Collier, Glades, Hendry, and Lee Counties in criminal felony, capital cases, grand jury proceedings and in other proceedings as needed or as required by law or the Courts. Proposer shall provide court transcription services on an as needed basis and in accordance with law and Administrative Order 2.2 (revised 02/22/06).

This RFP/Q is solicited by the Administrative Office of the Courts. The AOC will contract with one or more proposers as needed to ensure coverage of circuit-wide court transcription on an as needed basis.

**2. TERM OF CONTRACT**

The initial period of the contract will be for twelve (12) months beginning July 1, 2026, through June 30, 2027, with potential for three (3) one-year extensions.

**3. BILLING**

Court transcription services requested by any other entity (such as the SAO, PD or a private party) are to be billed directly to the requesting party.

**4. AVAILABILITY OF DOCUMENTS:**

The Proposal documents are available from the Administrative Office of the Courts, Lee County Justice Center, 1700 Monroe Street, Fort Myers, Florida 33901, and telephone (239) 533-1719, or from the Administrative Office of the Courts’ website at: <https://www.ca.cjis20.org>.

## **5. AOC REPRESENTATIVE:**

The AOC Representative who will coordinate the solicitation, evaluation and award of this RFP is:

Administrative Office of the Courts  
Attn: Eric Fishbeck  
Lee County Justice Center  
1700 Monroe Street  
Fort Myers, Florida 33901  
Phone: (239) 533-1719  
Email: efishbeck@ca.cjis20.org

Questions regarding the specifications and requirements of the RFP/Q should be made IN WRITING to the AOC Representative no later than Tuesday, May 26, 2026.

## **6. LOBBYING**

Proposers are hereby advised that they are not to lobby for a contract with ANY Court Administration personnel, Judge or Judicial Assistant. Violation of this provision may result in a Proposer's disqualification.

## **7. PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held on Wednesday, May 27, 2026 at 1:30 p.m. to answer questions regarding the specifications and requirements of this RFP/Q. Prospective vendors who will attend must RSVP to the AOC Representative by Tuesday, May 26, 2026.

AOC will post on the 20<sup>th</sup> Judicial Circuit website the answers to questions raised during the pre-proposal conference and received in writing on May 29, 2026.

## **PART B: INSTRUCTIONS TO PROPOSERS**

### **1. DEFINITIONS**

- (A) "AOC" is defined as the Administrative Office of the Courts for the Twentieth Judicial Circuit or its duly authorized representative at the following address: Lee County Justice Center, 1700 Monroe Street, Fort Myers, Florida 33901.
- (B) "Proposal Deadline" is defined as the date and time specified at the beginning of Part A as to the date and time when these documents must be submitted.
- (C) "Proposal Documents" or "Contract Documents" shall include:

Part A: *Notice to Proposers*  
Part B: *Instructions to Proposers*  
Part C: *Specifications*  
Part D: *Estimated Coverage*

Part E: *Evaluations of Proposals*  
Part F: *Proposal submitted by the Proposer*  
Also included are the *Contract* and all *Addenda* and/or *Contract Amendments* issued by the AOC.

Titles, Subtitles, and/or Headings are used merely for convenience purposes.

- (D) “Proposer” is defined as one who submits a Proposal to the AOC in response to this solicitation, prior to the Proposal Deadline.
- (E) “A.O. 2.2” shall be defined as the Twentieth Judicial Circuit’s Administrative Order No. 2.2 entitled *Court Reporting Services Plan*
- (F) “Successful Proposer” is defined as the most qualified, responsive, and responsible Proposer(s) to whom the AOC makes a written award, based upon evaluation criteria contained herein.

## 2. PREPARATION OF PROPOSALS

Proposals shall comply with the following to be valid. Failure to comply shall result in **AUTOMATIC DISQUALIFICATION**.

- (A) The proposal shall be legibly and manually signed by an authorized representative. Where applicable, corporate and/or notary seals shall be attached. If a corporation, the corporate address and state of incorporation shall be shown. If a partnership, the Proposal shall be signed by an individual authorized to legally contract on behalf of the partnership, and his/her title shall appear under the signature.
- (B) An original and one (1) copy of the Proposal shall be submitted in a sealed package, and clearly marked outside as **RFP/Q #26-001** for Court Transcription Services. In addition, the proposal shall be submitted via e-mail to the AOC Representative
- (C) The Proposal shall be delivered to the AOC prior to the Proposal Deadline. The deadline shall be strictly observed. The proper and timely delivery of a Proposal is solely the responsibility of each Proposer. The AOC shall not bear responsibility for delays caused by any occurrence. Proposals received after the Proposal Deadline shall be returned, unopened.
- (D) **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real

property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

3. **PROPOSAL EXPENSES**

Proposer shall be solely responsible for any expenses incurred in the preparation of its Proposal. Under no circumstances shall AOC be responsible for any such expenses.

4. **PROPOSER EXAMINATION**

Proposer shall carefully make all necessary investigations in order to be thoroughly informed as to all aspects of the services to be rendered pursuant to the requirements hereof. No pleas of ignorance or mistake as to conditions or difficulties that may be encountered in the services to be rendered hereunder will be accepted. Neither will they be accepted as a basis for any claims whatsoever for extra compensation. The Proposer is solely responsible for reading and completely understanding the requirements of this Request for Proposals/Qualifications and making all necessary investigations. The Contract Documents attached specify the proposed terms of the Agreement and should be carefully reviewed for detailed requirements. A successful Proposer shall be required to execute an Agreement substantially in the form as set forth in Exhibit 2.

5. **PROPOSAL ERRORS**

Where Proposals have erasures or corrections, each correction must be in ink and initialed in ink by the authorized agent of the Proposer. Any blank spaces, qualifying notes, exceptions, counteroffers, and/or lack of required submittals may cause Proposer to be declared non-responsive.

6. **WITHDRAWAL, TRANSFER OR MODIFICATION OF PROPOSAL**

- (A) Proposals may be withdrawn in a written and signed request received by the AOC prior to the Proposal Deadline.
- (B) All proposals shall remain in full force and effect for a period of fourteen (14) calendar days after the Proposals are opened and shall not be revoked, withdrawn, or canceled within that time frame. The award of a contract shall not nullify this requirement.
- (C) Proposer may not assign or otherwise transfer its Proposal prior to or after the Proposal Deadline.
- (D) Proposer shall not modify its Proposal after the Proposal Deadline for any reason, unless such modifications are the result of negotiations in the scope of the awarding of this Contract.

7. **PROPOSAL OPENING**

Every Proposal which has been properly delivered prior to the Proposal Deadline shall be opened immediately following the Deadline barring unforeseen circumstances.

8. **AWARD OF CONTRACT/REJECTION OF PROPOSALS**

- (A) At the conclusion of negotiations, the AOC will award a contract(s) to the most responsive and responsible Proposer(s) that AOC deems will be in the best interest of the AOC. The AOC reserves the right to reject any and all Proposals, to waive any and all formalities, the right to disregard all nonconforming, non-responsive, or conditional Proposals and the right to make modifications to the proposed contract. The AOC reserves the right to reject the Proposal of any Proposer if the AOC believes it would not be in the best interests of the Twentieth Judicial Circuit.
- (B) Nothing contained herein shall require the AOC to reject Proposals or award a contract based upon anything other than its sole discretion as described herein. By submitting a Proposal, the Proposer recognizes and accepts that the AOC may reject the Proposal based upon the exercise of its sole discretion. Proposer agrees to waive any claim it may have for damages or other relief resulting directly or indirectly from the rejection of its Proposal based upon these grounds including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.
- (C) The Successful Proposer shall sign a written Agreement (substantially similar to the one which is included in the Proposal Documents as Exhibit 2) within seven (7) calendar days of Notice of Award. In the event that it fails to do so, the award may be withdrawn by the AOC, and the AOC may award the Contract to any other Proposer in its sole discretion.

**PART C: SPECIFICATIONS**

1. **QUALITY ASSURANCE**

Submission of a Proposal assuring quality, professionalism, and timeliness of service will be required from all Proposers.

(A) **Proposers Ability to Perform**

Proposer should have been engaged in court transcription services, which may include civil or criminal depositions, courtroom work, or administrative proceedings, for the last two (2) years. Proposals will be considered from those regularly and currently engaged in providing and performing the services specified. At the start of the contract, Proposer

shall have in place organization, facilities, equipment and trained personnel to ensure prompt and efficient service. Proposer shall submit a brief written description of Proposer's qualifications specifically identifying:

- Length of time in business;
- Future five-year business plan;
- Detailed description of the court transcription and transcription services offered, including but not limited to:
  - Work force projections necessary to cover this contract;
  - Number of court reporters available to provide services in each of the five counties;
  - Education and qualifications of each court reporter;
  - Plan for scheduling and assigning court reporters; include whether court reporters will be pooled or assigned to a specific judge or courtroom;
- Proposer's method of safeguarding the record and ensuring compliance with statutory requirements for record storage and retrieval.
- Proposer's means to ensure the record may be transcribed in a timely manner, especially in instances where the court reporter that captured the record is not available at the time the transcript is required.

(B) **Court Reporter Certification**

Proposer shall provide written certification that each court reporter whose services will be used under the contract will have been certified by **July 1, 2026**, by the National Court Reporter Association as a Registered Professional Reporter, Registered Merit Reporter, Registered Diplomate Reporter, Certified Realtime Reporter or will demonstrate proficiency in stenographic court reporting by passing a test administered on behalf of AOC. Further, Proposer shall ensure that each court reporter used during the term of this Contract meets these certification requirements.

(C) **Computer Aided Transcription Capability**

Proposer shall provide a written certification that the Proposer's firm will have the capability to provide CAT (computer-aided transcription) court reporting services, as needed, to the Courts in the Twentieth Judicial Circuit, during the term(s) of this contract.

(D) **Notification Time**

Court Reporter appearances will be scheduled and unscheduled. Proposer should indicate the maximum notification time needed to guarantee the appearance of a court reporter and any means to be employed to ensure ability to provide coverage on short notice.

(E) **References**

Proposer shall submit a list of at least two (2) professional references in the format provided in “Part F: Proposal Detailing Qualifications.”

(F) **Technology Plan**

Proposer shall detail technology currently used and describes its plan for implementing new technology.

2. **COMPENSATION RATES**

Proposer shall provide a schedule of all rates applicable for the provision of court transcription services to the Twentieth Judicial Circuit:

**RATE SCHEDULE**

TRANSCRIPT FEES	COURTROOM PER PAGE	
	TRADITIONAL	REAL-TIME
<b>All pricing includes original only.</b>		
Regular ( ___ days)		
Expedited ( ___ days)		
Expedited ( ___ days)		
Expedited ( ___ days)		
Expedited (24 hours/overnight)		

3. **ADDITIONAL CONTRACTURAL TERMS AND CONDITIONS**

A. **Contract Term**

The initial period of the contract will be for twelve (12) months beginning **July 1, 2026**, through **June 30, 2027**, with potential for three (3) one-year extensions.

B. **Billing**

Any court transcription services requested by the SAO, PD or a private party shall be billed directly to that agency or party.

C. **Laws and Regulations**

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

1. **Applicable Law/Compliance with All Laws/Venue**

a. **Applicable Law**

The contract shall be governed as to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the State of Florida, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of whether actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the State of Florida.

b. **Compliance with All Laws**

Successful Proposer shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The Proposer represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work.

c. **Venue**

Any and all suits for any claims or from any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in Lee County, Florida.

d. **Non-assignment**

Successful Proposer shall not assign its rights and duties under this contract without the prior written consent of the AOC.

e. **Subcontractors**

The use of subcontractors and the work they are to perform shall receive prior written approval of the AOC. The Successful Proposer shall be solely responsible for all work performed and materials provided by subcontractors. The Successful Proposer shall be responsible for the liability of subcontractors for the types and limits required of the Successful Proposer.

f. **Termination With Cause/Default/Cancellation**

In the event that the Successful Proposer shall for any reason or through any cause be in default of the terms of the contract, the AOC may give the Successful Proposer written notice of such default by certified mail/return receipt requested. Unless otherwise provided,

the Successful Proposer shall have ten (10) days from the date such notice is received to cure the default. Upon failure to cure the default, the AOC may immediately cancel and terminate its contract as of the mailing date of the default notice.

Upon termination, the Successful Proposer shall cease performance of any further work under the contract with that Requestor, and turn over to that Requestor any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, the AOC may immediately cancel and terminated its contract with the Successful Proposer by the AOC and provisions herein with respect to opportunity to cure default shall not be applicable.

g. **Termination Without Cause**

The AOC may at any time, and for any reason, terminate the contract by written notice to the Successful Proposer specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Successful Proposer by certified mail/return receipt requested.

In the event of such termination, the Successful Proposer shall be paid such amount as shall compensate the Successful Proposer for work satisfactorily completed, and accepted by the AOC at the time of termination.

If the AOC terminates the contract, the Successful Proposer shall cease performance of any further work under the contract, and turn over to the AOC any work completed or in process for which payment has been made.

h. **Non-Appropriation**

The AOC shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of their contract. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of payments due under this contract, the AOC shall immediately notify the Successful Proposer of such occurrence and their contract shall terminate the last day of the fiscal period for which appropriations were received without penalty or expense to the AOC of any kind, whatsoever.

i. **Maintenance of Licenses and Insurance Coverage**

Successful Proposer shall maintain all such licenses as are required to do business in the State of Florida and in Charlotte, Collier, Glades, Hendry and Lee Counties, Florida including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Successful Proposer. Successful Proposer shall obtain and maintain such insurance as will protect Successful Proposer from claims under Workers’ Compensation Laws. Successful Proposer shall obtain and maintain professional liability and comprehensive general liability insurance, including bodily injury liability coverage with a minimum amount of \$100,000.00 per person and \$300,000.00 per occurrence and property damage liability with a minimum amount of \$50,000 per occurrence.

j. **Hold Harmless – Indemnification**

If Successful Proposer, or any person performing services on behalf of Successful Proposer, acts negligently or in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or acts outside the scope of this Agreement, Successful Proposer shall indemnify and hold harmless the State of Florida, Judges, the AOC and all of their employees from all suits, actions, or claims arising from such acts.

**PART D: ESTIMATED COVERAGE**

1. **Caseload Estimates**

In order to provide a general knowledge about the number of proceedings conducted in the Twentieth Judicial Circuit, caseload estimates of criminal filings in the circuit by county are listed below. Please note that criminal trial proceedings represent the cases most likely to require court transcription services. However, the criminal caseload figures provided are intended as general indicators only.

<b>Criminal Filings</b>	<b>2026</b>	<b>2027</b>
Lee	24,368	27,044
Collier	8,850	9,191
Charlotte	4,832	4,849
Hendry	1,910	1,896
Glades	866	887

2. **No Guarantees**

The criminal case figures and judicial assignments are not guarantees of past, present or future workloads, or of future appearances, transcripts, revenue or otherwise. No guarantees as to the number of hours or transcript pages are expressed, implied or inferred for work performed under this RFP/Q. The proper and efficient administration of justice

may dictate that additional or fewer proceedings, without significant prior notice, whether regularly scheduled, impromptu, or temporary, may be requested to be covered by a court reporter under the scope of this contract.

## **PART E: EVALUATION OF PROPOSALS**

### **1. Overview**

All criteria for evaluation are set forth in this RFP/Q document. Only these criteria will be used to determine the best proposal. Oral presentation(s) may be requested of some or all Proposers for purposes of clarification after all proposals are opened. AOC reserves the right, in its sole discretion, to determine a Proposer's ability to perform in accordance with the specifications, terms and conditions of the RFP/Q #26-001.

### **2. Evaluation Criteria**

The following criteria shall be used as the basis for award of this proposal:

- A. Ability to deliver all court transcription services requested by the AOC and to respond timely to their needs and requirements
- B. Ability to deliver high quality service
- C. Qualifications of proposer/firm
- D. Responsiveness of the proposal to this RFP
- E. Quality of the technology plan

## **PART F: PROPOSAL SUBMISSIONS**

### **1. General Instructions:**

- A. Number of copies  
Submit the original and one signed copy of your proposal.
- B. Proposal format  
Proposers are to respond in detail to the information requested in sections 1 through 10 below. Proposers are encouraged to use each section and subsection header.

### **2. Coverage:**

Indicate below the counties within the Twentieth Judicial Circuit that you are submitting a proposal to cover:

Lee       Collier       Charlotte       Hendry       Glades

### **3. Proposer's Background**

- (A) Proposer's business address.

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

Name(s) of partners or shareholders: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

\*Attach copies of all licenses you are required to hold for the conduct of your business.

- (B) Describe your firm's qualifications to provide court transcription services:
- (C) Length of time your firm has been in business and providing court transcription services:
- (D) Number of court reporters employed; attrition history; ability to provide the necessary court reporters during the term of this contract and any renewals:
- (E) Services offered:
- (F) Type of equipment used (stenography, mask, electronic, etc.):

Year(s) purchased:

#### 4. **Number of Reporters to Cover Proceedings**

(A) Identify work force projections to cover the proceedings, including backup:

(B) Can your firm provide court transcription coverage to multiple counties **SIMULTANEOUSLY** including backups?

Will reporters be pooled or assigned?  
Describe your plan in detail.

(C) Describe how you will ensure court reporting/transcription delivery for (1) expedited, (2) overnight, (3) same day, and (4) appeal transcript requests.

#### 5. **Education/Experience/Certification**

(A) List each reporter who would be providing service to the AOC under your proposal, the reporter's education, experience and certification by the National Court Reporter's Association, if any.

(B) State which (if any) partners of the proposing firm are proficient CAT court reporters.

(C) Certify that each court reporter whose services would be used pursuant to your proposal would have by July 1, 2026, (a) certification by the National Court

Reporter Association as a Registered Professional Reporter, Registered Merit Reporter, Registered Diplomate Reporter or Certified Realtime Reporter or (b) demonstrate proficiency in CAT stenographic court reporting by passing a test administered on behalf of AOC.

- (D) Describe your plan to ensure court reporters used for this contract maintain the required proficiencies.

**6. Appearances**

- (A) Maximum amount of notification time needed to guarantee the appearance of a court reporter for any proceeding. (Include travel time.)
- (B) Describe how your firm will ensure this ability to provide coverage within the above time frame:

**7. Technology Plan**

Describe your proposal for handling technology currently used and any plan for implementing new technology.

**8. Grievance Plan**

Describe your proposal for handling reporter or firm complaints (i.e., complaints about the proficiency, professionalism or tardiness of a reporter or costs charges, errors, discipline, late transcripts, etc.): \_\_\_\_\_.

**9. References**

- (A) List two references who have utilized your services. Do not include the AOC:

1. Individual's Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date of service(s): \_\_\_\_\_  
Volume of service(s): \_\_\_\_\_  
Description of service(s) provided to reference: \_\_\_\_\_
2. Individual's Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date of service(s): \_\_\_\_\_  
Volume of service(s): \_\_\_\_\_

Description of service(s) provided to reference:

**10. Public Entity Crimes Statement**

The Proposer shall submit the Sworn Statement Under Section 287.133(3)(A) Florida Statutes (Exhibit 1). If Proposer is a corporation or partnership, the Statement shall be sworn by a duly authorized agent.

**11. E-Verify Registration**

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security (DHS) that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statute §448.095 requires that every public employer, contractor and sub-contractor register with and use the E-Verify system. Proposer shall provide a copy of its DHS E-Verify Memorandum of Understanding (MOU) for the purpose of demonstrating that Proposer is properly registered with DHS: <https://www.e-verify.gov>

**EXHIBITS:**

Exhibit 1: *SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES*

Exhibit 2: *SAMPLE AGREEMENT (CONTRACT)*

Exhibit 3: *MANUAL OF TRANSCRIPT PROCEDURES*

**EXHIBIT 1**

***SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES***

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Administrative Office of the Courts by \_\_\_\_\_ (print individual's name and title) for \_\_\_\_\_ (print name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"; includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer by the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026. Personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name  
My Commission expires:

**THE UNDERSIGNED PROPOSER, BY THE SIGNATURE BELOW, REPRESENTS THAT THE INFORMATION SUBMITTED IN ITS RESPONSE TO THIS RFP IS TRUE AND CORRECT.**

**IN WITNESS WHEREOF, this Response to Request for Proposal/Qualifications #23-002 is hereby signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Corporation or  
Individual (Party)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Corporate  
Officer, Partner, or Individual

**EXHIBIT 2**

**STATE COURTS SYSTEM  
TWENTIETH JUDICIAL CIRCUIT COURT  
COURT TRANSCRIPTION SERVICES CONTRACT**

**THIS CONTRACT** is entered into between the Twentieth Judicial Circuit Court of Florida hereinafter referred to as the "Circuit," and **<Enter Contractor's Name>**, hereinafter referred to as the "Contractor," to provide Court Reporting and Transcription services.

**PART I. SCOPE OF WORK:**

**A. Background**

Article V, section 14 of the Florida Constitution, section 29.004(3), Florida Statutes and Rules 2.430(e) and 2.535, *Florida Rules of General Practice and Judicial Administration*, require the State Courts System to provide certain court reporting and transcription services at the public expense.

**B. Goal and Objectives**

The objective of this Contract is for the Circuit to meet its obligations by engaging the services of the Contractor to provide court reporting and transcription services for assigned cases.

**C. Definitions**

1. Financial Consequences Adjustment: Means the adjustment applied to the Contractor's payment to compensate for performance that did not meet the minimum Performance Accountability Measures.
2. Florida Rules: Means Rules 2.420, 2.430, and 2.535, *Florida Rules of General Practice and Judicial Administration*, Rules 13.120 - 13.160.
3. Performance Standards: Means the minimum acceptable standards the Contractor will be held to in the delivery of the services that will allow for full payment.

**D. Deliverables**

In any case assigned by the Circuit and accepted by the Contractor, the Contractor will provide the services indicated with a  below:

ID #	TITLE	SPECIFICATIONS
D-1 <input checked="" type="checkbox"/>	Court Reporting Services	1.1 <u>DESCRIPTION:</u> Make a verbatim record of the spoken word using written symbols, stenomask equipment, stenographic equipment, or electronic devices in a court or court-related proceeding.
		1.2 <u>PERFORMANCE STANDARDS:</u> All services will be provided in accordance with the Florida Rules and any applicable Administrative Order.
		1.3 <u>FINANCIAL CONSEQUENCES</u> \$100.00 invoice reduction adjustment for each violation confirmed through the process defined in Rule 13.140, Rules for Certification and Regulation of Court Reporters.
D-2 <input checked="" type="checkbox"/>	Real-Time Captioning Services	2.1 <u>DESCRIPTION:</u> Use computer aided technology to provide real-time captioning of the court or court-related proceeding being reported for individuals who are deaf and/or hard of hearing.
		2.2 <u>PERFORMANCE STANDARDS:</u>

		All services will be provided in accordance with the Americans with Disabilities Act, Rule 2.540, <i>Florida Rules of General Practice and Judicial Administration</i> , the Florida State Courts System's Policy on Real-Time Court Transcription Services for persons who are deaf or hard of hearing, and any relevant Administrative Order of the Circuit.
		2.3 <u>FINANCIAL CONSEQUENCES</u> \$100.00 invoice reduction adjustment for each violation confirmed through the process defined in Rule 13.140, Rules for Certification and Regulation of Court Reporters.
D-3 <input type="checkbox"/>	Monitoring of Audio/Video Recordings of Live Events	3.1 <u>DESCRIPTION:</u> Monitoring the equipment used to record a complete and accurate audio/video record of what was said during the court or court-related proceedings.
		3.2 <u>PERFORMANCE STANDARDS:</u> All activities must ensure that the final recording complies with Rule 2.535, <i>Florida Rules of General Practice and Judicial Administration</i> , and any applicable Administrative Order.
		3.3 <u>FINANCIAL CONSEQUENCES:</u> \$100.00 invoice reduction adjustment for each violation confirmed through the process defined in Rule 13.140, Rules for Certification and Regulation of Court Reporters.
D-4 <input checked="" type="checkbox"/>	Transcription of Captured Record or of Audio/Video Recordings of Live Events	4.1 <u>DESCRIPTION:</u> Transcribe the verbatim record into a complete and accurate written record of what was said during the court or court-related proceeding reported.
		4.2 <u>PERFORMANCE STANDARDS:</u> All transcripts must be provided in the manner and format prescribed by Rule 2.535(f), <i>Florida Rules of General Practice and Judicial Administration</i> , and any applicable Administrative Order.
		4.3 <u>FINANCIAL CONSEQUENCES:</u> \$100.00 invoice reduction adjustment for each violation confirmed through the process defined in Rule 13.140, Rules for Certification and Regulation of Court Reporters.

### E. Performance Requirements

In any case assigned by the Circuit and accepted by the Contractor, the Contractor will provide an approved Court Reporter who will:

ID #	TITLE	SPECIFICATIONS
E-1	Location, Date and Time	1.1 <u>DESCRIPTION:</u> Be prepared and ready to perform the services required under this Contract at the start of the proceeding.
		1.2 <u>PERFORMANCE STANDARDS:</u> Be present and ready to perform the services required at the date, time, and location specified on the assignment 100% of the time.
		1.3 <u>FINANCIAL CONSEQUENCES</u> 1.3.1 \$25.00 per instance invoice reduction for each late arrival that does not result in the rescheduling of the proceeding. 1.3.2 \$100.00 per instance invoice reduction for each late arrival that requires the rescheduling of the proceeding. <i>*No adjustment will be made for instances where a previous proceeding running longer than anticipated caused the late arrival.</i>
E-2		2.1 <u>DESCRIPTION:</u>

	Transcription Services	<p>Transcribe the recorded court or court-related proceeding into a written record and distribute and/or file it within the time required by any applicable Florida Rules, court order, certificate of need, or as otherwise required by the Circuit or presiding judge.</p> <p><u>2.2 PERFORMANCE STANDARDS:</u> Completed document must be distributed and/or filed, as required, on or before the due date, time, and at the location specified on the assignment % of the time.</p> <p><u>2.3 FINANCIAL CONSEQUENCES</u> 2.3.1 \$25.00 per instance invoice reduction for each delivery up to 2 business days late. 2.3.2 \$100.00 per instance invoice reduction for each late delivery that is 3 or more business days late.</p>
E-3	Records Retention	<p><u>3.1 DESCRIPTION:</u> Retain all notes, documents, recordings, and electronic records of all court proceedings and depositions.</p> <p><u>3.2 PERFORMANCE STANDARDS:</u> All records must be retained as required by Rule 2.430(e), <i>Florida Rules of General Practice and Judicial Administration</i>, for all cases, unless extended by order of the Court.</p> <p><u>3.3 FINANCIAL CONSEQUENCES:</u> \$500.00 invoice reduction per case where the Florida Rules or court order was not followed.</p>

**F. Inspection and Acceptance**

The inspection of the Contractor’s performance of any Deliverable will be conducted on an “exceptions” basis. Unless a complaint is filed by or on behalf of the presiding judge in the case or one of the parties to the case, it will be presumed that the Contractor is performing according to the terms of this Contract and the Florida Rules, that the minimum performance levels have been met, and the delivered services will be accepted on the condition that acceptance may be revoked if a complaint is filed at a later date.

**G. Performance**

The Contractor will provide an approved court reporter who will:

1. Deliver the services required under this Contract in the courts of the Twentieth Judicial Circuit Court of Florida or at another location at the direction of the Circuit.
2. Immediately withdraw from an assignment and advise the Circuit in the event that a real or perceived conflict of interest exists.
3. Adhere to standards and procedures for registration and certification as may be established by the Florida Statutes and the Florida Supreme Court.
4. Comply with any certification or registration requirement, or other qualifications, established by Administrative Order and provide proof of qualifications upon request.
5. Immediately notify the Circuit in the event any required certification, registration or qualification has lapsed, been suspended, or revoked for any reason.

**PART II. COMPENSATION:**

**The Parties Agree:**

**A. Delivery, Inspection, Acceptance, and Cancellation**

1. The Contractor will deliver the goods and services in accordance with Part I of the Contract.
2. In accordance with section 215.422(1), Florida Statutes, unless specified otherwise in the Scope of Work, the Circuit will have five (5) business days to inspect the goods or evaluate the services provided to ensure they

meet the terms and conditions of the Contract, including compliance with the minimum performance standards established for each good or service.

3. The Circuit may accept, reject, or conditionally accept a good or service. A decision to reject or conditionally accept will be provided to the Contractor in writing at the end of the inspection period. The written rejection of any good or service will detail the deficiencies that prevent acceptance and the time allowed for cure and resubmission, if practicable. If it is determined that conditionally accepting a good or service that does not meet the terms and conditions of the Contract, including failure to meet the minimum performance standards and is in the best interest of the Circuit, the price for the good or service will be adjusted according to the financial consequences specified for the good or service. **The Circuit cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.**
4. If a scheduled live court or court-related proceeding is cancelled, the Circuit will provide notice of the cancellation to the Contractor by telephone or email. **If the notice is not given or is provided less than two (2) hours prior to the proceeding, the Circuit will guarantee two (2) hours of service at the rate of \$ /hour, for a total cancellation fee of \$ .00.**

#### **B. Contract Payment**

1. That all payments will be made in accordance with the provisions of section 215.422, Florida Statutes. If payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the Circuit, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.
2. The Contractor will receive payments directly from the Treasury of the State of Florida by either a state warrant (paper check) mailed to the address on the Contractor's Vendor Record or direct deposit (EFT) to the Contractor's bank account. Information regarding your financial institution and bank account necessary for EFT payments is provided directly to the Treasury staff at the Florida Department of Financial Services. EFT forms are available online at <https://www.myfloridacfo.com/division/aa/vendors/>, by emailing [DirectDeposit@MyFloridaCFO.com](mailto:DirectDeposit@MyFloridaCFO.com) or calling (850)413-5517. **NO ONE FROM THE CIRCUIT WILL EVER ASK FOR BANKING AND FINANCIAL INSTITUTION INFORMATION AND CONTRACTORS SHOULD NEVER PROVIDE THIS INFORMATION TO ANYONE OTHER THAN THE TREASURY STAFF AT THE DEPARTMENT OF FINANCIAL SERVICES.**

#### **C. Invoice**

1. The Contractor will submit invoices using the template provided by the Circuit. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
2. Invoices must be submitted with the following:
  - 2.1 Documentation with sufficient detail to for a proper pre-audit or post-audit to support the expenses invoiced. Documentation may include timesheets, invoices/receipts, task assignment documents, lists of services and dates they were provided, sign-in sheets, attendance logs, and copies of any files and records necessary to validate the expense.
  - 2.2 A properly completed State Courts System Voucher for the Reimbursement of Travel Expenses form(s), together with appropriate supporting documentation reflecting all reimbursable travel completed in the prior month, if reimbursement of certain travel expenditures is provided for by the Rates Schedule (Attachment C). If travel reimbursement is provided for, the traveler will be considered an "authorized person" as defined in section 112.061(2)(e), Florida Statutes. The rates and conditions of reimbursement will be the same as those established for employees of the State of Florida, as specified in section 112.061, Florida Statutes, or at such lower rates specified in the Rates Schedule.
3. All invoices will be submitted to the Circuit's Court Reporting Services Manager at 1700 Monroe Street, Fort Myers, FL 33901, or via e-mail, Winthin 30 days.
4. If a minimum standard was not met for any good or service, the Circuit's Court Reporting Services Manager will note the deficiency and adjust the invoice according to the financial consequence specified for the good or service. The Circuit cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.

#### **D. Final Invoice Process**

The Contractor will submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Circuit by the last business day in July after the end of the State Fiscal Year or within thirty

(30) calendar days after the Contract expires or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Circuit will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables, and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Circuit.

**E. Payment Inquiries and Vendor Ombudsman**

1. That issues regarding the inspection, acceptance, and payment for goods and services provided under this Contract will be handled by the Circuit's Court Reporting Services Manager at 239-533-9191.
2. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s), may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

**F. Return of Funds**

The Contractor will return to the Circuit any overpayments or unearned payment made to the Contractor by the Circuit in error. Should repayment not be made within forty-five (45) calendar days of the notification by the Circuit or discovery by the Contractor, the Contractor will be charged interest at the lawful rate on the outstanding balance.

**G. Attorneys' Fees**

That in the event litigation relating to this Contract is filed by either party, each will bear its own fees and costs, including attorneys' fees, resulting from litigation.

**H. Professional Fees**

That the Circuit will not reimburse continuing education, education, professional development, renewal, or registration fees.

**PART III. GENERAL TERMS AND CONDITIONS**

**The Contractor Agrees:**

**A. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) as required by Rule 2.430(e), *Florida Rules of General Practice and Judicial Administration*, sufficient to document all work provided to the Circuit under this Contract.
2. To retain, at no additional cost to the Circuit, records and supporting documents pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract, the records may be destroyed with the prior written approval of the Circuit's Contract Manager.
3. Upon demand and at no additional cost to the Circuit the Contractor will facilitate the duplication and transfer of any records or documents in an electronic format during the required retention period. If hard copies are required, the Circuit will pay 15¢ for each one-sided copy up to 14 inches by 8 ½ inches and 20¢ for each two-sided copy.

**B. Audits, Inspections, Investigations, and Monitoring**

1. To assure that records pertinent to this Contract are available at all reasonable times for inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Circuit or the State Courts System.
2. To permit persons duly authorized by the Circuit or the State Courts System to interview any clients or employees of the Contractor to assure the Circuit or the State Courts System of the satisfactory performance of the terms and conditions of this Contract.
3. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
4. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

**C. Public Records Access**

To provide access to public records made or received in accordance with this Contract as required by Article I, section 24 of the Florida Constitution and Rule 2.420, *Florida Rules of General Practice and Judicial Administration*. Further, the Contractor will maintain the confidentiality of any records that are exempt from disclosure pursuant to Rule 2.420, *Florida Rules of General Practice and Judicial Administration*. Violation of this section constitutes grounds for the Circuit to immediately terminate the Contract.

#### **D. Indemnification and Liability**

1. To be liable for and indemnify, defend, and hold harmless Circuit and the State Courts System and all of its officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of, in whole or in part, any act, actions, neglect, or omissions by the Contractor, its officers, agents, employees, or subcontractors, including claims made by the Internal Revenue Service, the United States Department of Labor, or any person providing services under this Contract arising out of any misrepresentation by the Contractor as to the Contractor's status as an independent contractor during the performance or operation of this Contract.
2. That its inability to evaluate its liability or its evaluation of liability will not excuse the Contractor's duty to defend and to indemnify within seven (7) calendar days after notice by the Circuit by certified mail, return receipt requested, or by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable will excuse performance of this provision. The Contractor will pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Circuit. The Circuit's failure to notify the Contractor of a claim will not release the Contractor from these duties.
3. For all claims by the Circuit against the Contractor, the Contractor's liability for direct damages will be the greater of \$100,000.00 or the annual amount of fees charged under this Contract. This limitation of liability will not apply to claims arising under the indemnification paragraph above.
4. No party will be liable to the other for lost profits, lost revenues, or lost institutional operating savings.

#### **E. Insurance**

1. The Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: where required by law, workers' compensation and employer's liability insurance per Florida statutory limits covering all employees engaged in any Contract work; commercial liability coverage (including as appropriate professional liability coverage) on an occurrence basis in the minimum amount of \$1,000,000 (defense cost shall be in excess of the limit of liability), naming the Circuit and the State Courts System as an additional insured. Prior to the Contractor engaging in any travel under this contract, proof of commercial automobile liability insurance coverage, covering all vehicles owned by the business or otherwise used in the Contract work provided under this Contract, with minimum combined limits of \$100,000.00, including hired and non-owned vehicles, and \$10,000.00 per person medical coverage must be provided.
2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

#### **F. Safeguarding Confidential Information**

1. To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information regarding a Court case shall be applicable regardless of where the information is maintained. The Contractor will:
  - 1.1. Restrict access to confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE

INFORMATION MUST NOT BE DISCLOSED. Any issues or questions must be directed to the Circuit's Contract Manager.

- 1.2. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.
2. Prior to performing any work under this contract, a Level 2 Screening Standards criminal history records check (meeting the specifications of section 435.04, Florida Statutes), and completion of CJIS Online Training are required for any Contractor, subcontractor, their employees or agents or any other person who performs work under this Contract or its subcontracts who may directly access any Criminal Justice Information Service (CJIS) System or the secured areas which house CJIS access terminals or store hard copies of CJI data printed from CJIS, including, but not limited to biometric data (fingerprints, DNA), identity history, biographic information, property information, or case/incident history data. This standard does not apply to CJI presented in a courtroom during a court proceeding.

#### **G. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY**

That the Contractor is subject to the provisions of section 501.171, Florida Statutes, which requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000.00 for failure to report timely.

#### **H. Copyrights and Rights to Products**

That the Circuit retains exclusive ownership rights to all documents and audio/video recordings produced under this Contract.

#### **I. Publicity**

That the Contractor will not use the name or seal of the Circuit or any unit of the State Courts System in advertising, publicity, or any other promotional endeavor without prior written consent from the Circuit's Contract Manager in each instance. The Contractor will not represent that any product or service provided by the Contractor has been approved or endorsed by the Circuit or the State Courts System or refer to the existence of this Contract in press releases, advertising, or promotional materials distributed to the Contractor's prospective customers.

#### **J. Lobbying**

To comply with all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

#### **K. Independent Capacity of the Contractor**

The Contractor agrees and certifies that it:

1. Is engaged as an independent contractor of the Circuit and will not be considered an employee or agent of the Circuit, the State Courts System, or the State of Florida.
2. Will act in the capacity of an independent contractor and not as an officer or employee of the Circuit. Neither the Contractor nor its agents, employees, subcontractors, or assignees will represent to others that it has the authority to bind the Circuit to any contract unless specifically authorized in writing to do so by the Circuit.
3. Will provide the Circuit's Contract Manager with the names and contact information for all of its agents, employees, subcontractors, or assignees who have been employees of the State of Florida, or who have received W-2 reportable wages from the State of Florida, for a period of at least twelve (12) calendar months immediately preceding the execution date of this Contract. The Contractor will notify the Circuit's Contract Manager within twenty-four (24) hours if any principal, agent, employee, subcontractor, or assignee accepts employment with any governmental entity of the State of Florida during the term of this Contract.
4. Is a bona fide business entity, registered as required by section III.L. of this Contract, offering the same services to public or private entities other than the State of Florida, as certified on Attachment E.
5. Will, if it uses employees or subcontractors it deems appropriate, the Contractor will be liable for all actions of its agents, employees, partners, contractors, or subcontractors, if the Contractor chooses to utilize them in performance of the Contractor's duties under this Contract. The Circuit is not responsible or liable for any pay or expenses of such agents, employees, partners, contractors, or subcontractors.

6. Understands that this Contract does not create any right to benefits associated with state employment as a result of performing the duties or obligations of this Contract, including, but not limited to: workers' compensation, retirement, health care, overtime pay, annual or sick leave, or any insurance benefits.
7. Will make all deductions for social security, withholding taxes, income taxes, garnishment or other court ordered reductions in pay, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Contractor.
8. Understands that the Circuit is prohibited from and will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, or transportation) to the Contractor, its employees, or its subcontractors to perform the services required under this Contract.
9. Understands that nothing in this Contract precludes the Contractor from contracting with or working for other clients during the term of this Contract. Provided however, that the Contractor will not accept or perform work that would conflict with the Contractor's obligations under this Contract.

**L. Vendor Registration**

1. That the Contractor must complete the following registrations prior to being eligible for payment under the terms and conditions of this Contract:
  1. Florida Department of State, Division of Corporations: If the Contractor is doing business in any other capacity than a "sole proprietor," the Contractor must comply with the registration requirements of chapter 607, Florida Statutes, entitled the "Florida Business Corporations Act" and section 865.09, Florida Statutes, entitled the "Fictitious Names Act." The registered name must be an exact match to the Contractor's name as it appears on the Contract. <http://dos.myflorida.com/sunbiz/>
  2. Florida Department of Financial Services (DFS): All contractors must submit an IRS Form W9 or Substitute W9 using the name exactly as it appears on the Contract. <https://flvendor.myfloridacfo.com/>
  3. Department of Management Services (DMS), Vendor Portal: Complete a registration on the "MyFloridaMarketplace" system as a vendor. <https://vendor.myfloridamarketplace.com/>
2. That the Contractor is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues with payment processing. Failure to maintain any of these registrations will cause the Contractor's vendor status to become "inactive." The Circuit and the State Courts System will not be able to process payments to the Contractor until the status becomes active again. The Circuit will not be liable for any interest or other consequences for payments not made due to an "inactive" vendor status.

**M. E-Verify**

1. The Contractor/Recipient shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Contract/Agreement for which the Contractor/Recipient is providing services to the Circuit/Court.
2. The Contractor/Recipient shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract/Agreement for which the Contractor/Recipient is providing services to the Circuit/Court.
3. Prior to allowing any subcontractor to provide any services contemplated under this Contract/Agreement, the Contractor/Recipient shall provide to the Circuit's/Court's Contract/Grant Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
4. If the Contractor/Recipient is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Contractor/Recipient must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.
5. After the execution of the initial Contract/Agreement, the Contractor/Recipient shall provide the Circuit/Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.
6. Violation of the provisions in this paragraph by the Contractor/Recipient shall constitute grounds for immediate termination of the contract by the Circuit/Court pursuant to section 448.095(2)(c), Florida Statutes.

7. Pursuant to section 448.095(2)(f), Florida Statutes, the Contractor/Recipient is liable for any additional costs incurred by the Circuit/Court as a result of the termination of this Contract/Agreement for a violation of the provisions contained in this paragraph.

**N. Non-discrimination Requirements**

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex, or genetic information. The Contractor further assures that all subcontractors, or others with whom it arranges to provide services under this Contract will comply with these requirements.

**O. Employment of Illegal Aliens**

That unauthorized aliens will not be employed or utilized by the Contractor in the performance of this Contract. The Circuit will consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a). Such violation will be cause for unilateral cancellation of this Contract by the Circuit.

**P. Criminal History Records Checks**

1. A Level 2 Screening Standards criminal history records check (meeting the specifications of section 435.04, Florida Statutes), and completion of CJIS Online Training are required for any Contractor or any contractor employee, subcontractor, their employees or agents or any other person who performs work under this Contract, or its subcontracts, who may directly access any CJIS System or the secured areas which house CJIS access terminals or store hard copies of CJI data printed from CJIS, including, but not limited to biometric data (fingerprints, DNA), identity history, biographic information, property information, or case/incident history data. This standard does not apply to CJIS data presented in a courtroom during a court proceeding.
2. That the Circuit may require additional criminal history records checks as outlined in Attachment J to this Contract.

**Q. Corrective Action Plan**

1. That should the Circuit identify any deficiency based on Contract requirements, which the Circuit, in its sole discretion, deems to be of significant magnitude, the Circuit may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor will submit a formal written CAP within ten (10) business days of the date of the letter from the Circuit requiring submission of a CAP. The CAP will be sent to the Circuit's Contract Manager for review and approval determination.
3. That the Circuit will notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Circuit will provide a written statement identifying in reasonable detail, why the Circuit believes the CAP will not result in correction of the cited deficiencies. The Contractor will have twenty (20) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor will have, at the discretion of the Circuit, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Circuit does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as reasonably determined by the Circuit's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the process set forth in section IV.G.3. The Circuit reserves the right to exercise other remedies as permitted by law.

**R. Cooperative Purchasing.**

That other entities of the Judicial Branch, state agencies, county governments, city governments and political subdivisions may be allowed to procure goods or services from this Contract at the terms and conditions noted herein, subject to the agreement of the Contractor. Such contracts will be considered independent contracts between the entity and the Contractor. The Circuit, the State Courts System, and the Office of the State Courts Administrator will not be a party to such contract unless such entity agrees to be part of the contract.

## **PART IV. THE CONTRACT DOCUMENT**

### **The Parties Agree:**

#### **A. Effective and Ending Dates**

This Contract will begin on the date on which the Contract has been signed by the last party required to sign it. It will end at 11:59pm, Eastern Time, on 6/30/2026, unless terminated earlier according to the provisions of section IV.G of this Contract.

#### **B. Availability of State Funds**

The State of Florida's performance and obligation to pay under this Contract is contingent upon the funds appropriated annually by the Legislature and spending approved by the Chief Justice.

#### **C. Governing Law**

This Contract is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in accordance with Florida law. Venue will be Lee County, Florida.

#### **D. Contract Amount**

This is a "no-ceiling rate agreement." The Contract sets the rates for the work, should work be required, but is not a guarantee of work. The value of this Contract is the amount earned by the Contractor through the completion of assignments.

#### **E. Renewal**

That upon mutual written agreement, the Circuit and the Contractor may renew the Contract for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal is contingent upon satisfactory performance evaluations.

#### **F. Suspension of Work**

The Circuit may, in its sole discretion, suspend any or all activities under this Contract, at any time, when it is in the best interest of the Circuit to do so. The Circuit will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and must not accept any additional work. Suspension of work will not entitle the Contractor to any additional compensation except for work already performed.

#### **G. Termination**

That the Contract may be terminated:

1. By either party without cause upon no less than a thirty (30) calendar days' notice in writing to the other party unless a longer or shorter time is mutually agreed upon in writing.
2. Due to a lack of funding, upon no less than a twenty-four (24) hours' notice in writing to the Contractor. The Circuit will be the final authority as to the availability and adequacy of funds.
3. Immediately by the Circuit for the Contractor's material breach of any contract term by providing notice in writing. The provisions herein do not limit the Circuit's right to remedies at law or in equity.
4. Immediately by the Circuit for the Contractor's breach of sections III.C. or III.M. of this Contract.

#### **H. Renegotiations or Modifications**

1. That modifications of the provisions of this Contract will be valid only when they have been reduced to writing and duly signed by both parties.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level changes and changes in the rate of payment when these have been established through the administrative order, statute changes, or the annual appropriations process and subsequently identified in the Circuit's operating budget.
3. That the parties agree to renegotiate this Contract if revisions of any applicable law, rule, regulation, or court order make changes in this Contract necessary. The Contractor agrees to be bound by such changes from the effective date of the change.

**I. Assignments and Subcontracts**

1. The Contractor may not assign the responsibility for this Contract to another party without prior written approval of the Circuit's Contract Manager, which will not be unreasonably withheld.
2. The Contractor will be responsible for all work performed and for all deliverables produced under this Contract whether actually furnished by the Contractor or a subcontractor. Any subcontracts must be evidenced by a written document.
3. That the Circuit will at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental entity in the State of Florida, upon giving prior written notice to the Contractor.

**J. Execution in Counterparts**

The Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Contract or counterpart transmitted via facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of an original executed copy

**K. Severability**

If a court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.

**L. Notice**

That any notice, that is required under this Contract will be in writing and sent by U.S. Postal Service or any reputable expedited delivery service that provides verification of delivery, or by hand delivery. Said notice will be sent by the Circuit to the representative of the Contractor responsible for administration of the program, at the designated address indicated in section IV.M.1. and by the Contractor, to the Circuit's Contract Manager indicated in section IV.M.3.

**M. Names, Addresses, Telephone Numbers and Email addresses for the Official Representatives of the Parties:**

1. The official Contractor name as it appears on the State of Florida's Vendor Records, the official payee to whom the payment is made is:

<Enter Contractor's name>  
<Enter Street Address>  
<Enter City/State/Zip-Code>  
<Enter phone number>  
<Enter email address>

2. The name, address, telephone number and email address of the Contractor's official representative for this Contract is:

<Enter Contractor's representative's name and title>  
<Enter Contractor's name>  
<Enter address>  
<Enter City/State/Zip-Code>  
<Enter phone number>  
<Enter email address>

3. The name, address, telephone number and email address of the official representative for the Circuit for this Contract is:

Suzanne Ederr, General Counsel  
Administrative Office of the Courts  
1700 Monroe Street  
Fort Myers, FL 33901  
239-533-1712  
SEderr@ca.cjis20.org

4. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice will be provided in writing to the other party.

**N. Contract Document**

This Contract and its attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written between the parties for the goods and services provided herein. In the event any term of this Contract is in conflict with any attachment, the order of precedence will be the Contract first and then the attachments to this Contract, which are incorporated by reference, as indicated with a checked box , in the order shown below:

	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Supreme Court Administrative Order
<input checked="" type="checkbox"/>	Attachment B	Circuit Administrative Order
<input checked="" type="checkbox"/>	Attachment C	Rates Schedule
<input checked="" type="checkbox"/>	Attachment D	Uniform Invoice Template
<input checked="" type="checkbox"/>	Attachment E	Contractor's Certifications Form
<input checked="" type="checkbox"/>	Attachment F	Contractor's Staffing Roster Form
<input checked="" type="checkbox"/>	Attachment G	Cooperative Purchasing Alternate Source Contract Template
<input checked="" type="checkbox"/>	Attachment H	E-Verify Proof of Registration or Registration Waiver Affidavit (Contractor)
<input checked="" type="checkbox"/>	Attachment I	E-Verify Proof of Registration or Registration Waiver Affidavit (Subcontractor)
<input checked="" type="checkbox"/>	Attachment J	Circuit Specific Background Check/Security Requirements

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described above.

IN WITNESS THEREOF, the parties hereto have caused this thirteen (13) page Contract with all attachments and exhibits to be executed by their undersigned officials as duly authorized.

Accurate Reporters, LLC

TWENTIETH JUDICIAL CIRCUIT COURT OF FLORIDA

SIGNED BY:

SIGNED BY:

NAME: <Enter name>

NAME: Scott A. Wilsker

TITLE: <Enter title>

TITLE: Trial Court Administrator

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MFMP Vendor #:

FEIN: \_\_\_\_\_

# Supreme Court of Florida

No. AOSC11-22

IN RE: COURT REPORTING SERVICES IN FLORIDA'S TRIAL  
COURTS

## ADMINISTRATIVE ORDER

The purpose of the Commission on Trial Court Performance and Accountability is to propose policies and procedures on matters related to the efficient and effective resource management, performance measurement, and accountability of Florida's trial courts. In In re: Commission on Trial Court Performance and Accountability, No. AOSC06-54 (Fla. Sept. 19, 2006), the Commission was directed to make recommendations on the effective and efficient management of due process services with a focus on clarifying the legal and operational issues arising from the use of digital technology and with developing operational standards and best practices for providing court reporting services.

In October 2007, the Commission submitted a report to the Supreme Court entitled *Recommendations for the Provision of Court Reporting Services in Florida's Trial Courts*. The Commission also submitted a supplemental report to the Supreme Court under the same title in November 2009. Both reports focused

on recommended standards of operation and best practices for court reporting services.<sup>1</sup>

In In re: Court Reporting Services in Florida's Trial Courts, No. AOSC10-1 (Fla. Jan. 7, 2010), the Supreme Court adopted standards of operations and best practices for court reporting as a means to ensure the effective, efficient, timely, and uniform provision of court reporting services in Florida's trial courts.

Based on the trial courts' experience in implementing the standards of operations and best practices for court reporting, the Commission on Trial Court Performance and Accountability recommended a revision to Standards of Operation XVI.A.1., 2., and 3., with regard to Producing Copies of Recordings. The revision is designed to further standardize court operations and minimize unnecessary workload for the trial courts, while continuing to protect from inappropriate release any confidential information that may be captured on electronic recordings.

The attached revised standards of operation and best practices are hereby adopted. The entities responsible for compliance with specific standards of operation and best practices are identified on the attachment.

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1. A "standard of operation" is defined as a *mandatory* practice and a "best practice" is defined as a *suggested* practice to improve operations but, due to the possibility of local conditions beyond the court's control, is not required.

The Office of the State Courts Administrator is charged, time and resources permitting, with assisting the trial courts in implementing the standards and best practices including: establishing performance goals, developing or revising data collection systems to monitor performance, providing educational opportunities and resource materials, and providing other technical assistance as needed.

The Trial Court Budget Commission is charged with monitoring court reporting budgets to ensure, to the extent possible given the fiscal environment, that all trial courts have the appropriate level of resources to implement and maintain adherence to the standards of operation and best practices.

The attached revised standards of operation and best practices are incorporated herein by reference and shall be effective upon the signing of this order. This administrative order revises and supersedes the policy contained in Administrative Order AOSC10-1.

DONE AND ORDERED at Tallahassee, Florida, on July 20, 2011.

*Char. T. Canady*  
Chief Justice Charles T. Canady

ATTEST:  
*Thomas D. Hall*  
Thomas D. Hall, Clerk of Court



## Standards of Operation and Best Practices for Court Reporting Services in Florida's Trial Courts

Revised July 15, 2011

*[Entities responsible for implementation of the standards and practices are identified in brackets]*

### I. Court Reporter Qualifications

#### A. Standard of Operation

1. Court reporting employees and contract service providers shall meet all professional standards and training requirements established by Florida statute, court rule, the State Courts System, and the chief judge of the circuit. *[All trial courts and all court reporting employees and contractors]*

#### B. Best Practices

1. Court employees or contractors providing stenographic services for the State Courts System will achieve and maintain the designation of Registered Professional Reporter (RPR) as defined by the National Court Reporters Association. *[Stenographic employees and contractors]*
2. Court employees or contractors providing digital court reporting or transcript services for the State Courts System will achieve and maintain certification with the American Association of Electronic Reporters and Transcribers (AAERT). *[Digital court reporting employees and contractors]*
3. Court employees or contractors providing voice-writing services for the State Courts System will achieve and maintain certification with the National Verbatim Reporters Association (NVRA). *[Voice-writing employees and contractors]*
4. Judicial circuits shall ensure availability to real-time stenographic services, either through the use of court employees or contract service providers. *[All trial courts]*

### II. Oversight

#### A. Standards of Operation

1. Court reporting program employees and contract service providers are officers of the court and must comply with all applicable Florida statutes, court rules, and other requirements as established by the State Courts System and the chief judge of the circuit. *[All court reporting employees and contractors]*

2. Judicial circuits shall comply with court reporting contracting requirements as established by the State Courts System. *[All trial courts]*

### **III. Use of Clerk of Court Staff**

#### **A. Standard of Operation**

1. Judicial circuits shall not engage clerk of court staff to provide court reporting services, other than those services or responsibilities established by Florida statute, court rule, and the State Courts System. *[All trial courts]*

### **IV. Cross-training**

#### **A. Best Practice**

1. Judicial circuits shall explore cross-training initiatives with their court reporting employees for the provision of court reporting services. *[All trial courts]*

### **V. Assigning Coverage**

#### **A. Best Practice**

1. Court staff responsible for scheduling hearings and preparing dockets will provide dockets to the court reporting manager or other designated court administration professional or contract service provider as far in advance as possible to ensure adequate time to assign appropriate court reporting coverage of proceedings. *[All court staff responsible for scheduling hearings and preparing dockets]*

### **VI. Eliminating Analog Recording**

#### **A. Best Practice**

1. Judicial circuits shall refrain from utilizing analog audio recording and should attempt, where practical, to replace analog with digital recording capability. *[All trial courts]*

**VII. Service Delivery Models****A. Best Practice**

1. Judicial circuits shall implement procedures for assigning court reporting coverage of proceedings recorded at public expense as follows:
  - a. Digital court reporting alone should be used for county criminal, domestic violence injunction, delinquency, dependency, Baker Act, Marchman Act, guardianship, Jimmy Ryce, and general magistrate/hearing officer proceedings.
  - b. Either stenography or digital court reporting may be used for circuit criminal proceedings (unless digital court reporting is otherwise unavailable), termination of parental rights proceedings, crossover cases (Unified Family Court cases), and proceedings taking place outside of the regular business hours of the court.
  - c. Stenography alone should be used for capital cases and circuit criminal trials. Specifically, real-time or CAT stenography should be prioritized for capital case trials and post conviction proceedings.

*[All trial courts]*

**VIII. Monitoring Ratios****A. Best Practice**

1. Judicial circuits shall implement procedures for assigning the monitoring of proceedings recorded at public expense using the following ratios of the number of proceedings vs. court reporters.
  - a. Circuit criminal trials, capital cases, county criminal trials, Jimmy Ryce trials, and termination of parental rights proceedings should be monitored at a 1:1 ratio.
  - b. Delinquency and dependency proceedings should be monitored at a 2:1 ratio. All other circuit and county criminal proceedings and domestic violence injunction proceedings should be monitored at a 3:1 ratio.
  - c. Baker Act, Marchman Act, guardianship, and Jimmy Ryce proceedings should be monitored at a ratio of 4:1. However, this ratio may be lowered to 1:1 if these proceedings are held offsite and/or the presiding judicial officer is using a portable digital device.
  - d. General magistrate/hearing officer proceedings should also be monitored at a ratio of 4:1, if monitored by a digital court reporter as opposed to the presiding magistrate or hearing officer.

*[All trial courts]*

**IX. Participant Responsibilities****A. Standard of Operation**

1. Judicial circuits shall codify the responsibilities of all participants during a proceeding to ensure the quality of the official record. *[All trial courts]*

**B. Best Practices**

1. Judges, general magistrates, and hearing officers shall: notify participants of the method of recording being utilized, remind participants to speak into the microphone at a sufficient volume and answer verbally; ask participants to identify themselves and spell their names for the record; notify court administration, the clerk, or contract service provider if equipment has been tampered with or is not functioning; remind participants to protect the equipment; signify when it is appropriate for attorneys to utilize mute buttons; and recess periodically during lengthy proceedings so that court reporters may remain alert and effective. *[Judges, general magistrates, and hearing officers]*
2. Attorneys shall inform their clients of the method of recording being utilized and take necessary precautions to protect disclosure of confidential communications during the proceeding. *[Attorneys]*
3. Court reporters shall monitor equipment during a proceeding to ensure adequate operation and immediately notify the presiding judicial officer of problems with the equipment. *[Court reporters]*
4. Bailiffs shall ensure that all participants refrain from tampering with equipment including the inappropriate use of microphone mute buttons or the unauthorized removal of microphones from their original location. *[Bailiffs]*

**X. Preventing the Recording of Confidential Communications****A. Standard of Operation**

1. Judicial circuits shall post signs inside and outside of all rooms in which proceedings are recorded using audio technology. The signs shall provide notice to all who enter that any conversations occurring in the room may be recorded. *[All trial courts]*

**B. Best Practices**

1. Judicial circuits shall post signs at attorney tables within rooms in which audio technology is used to record proceedings. The signs shall caution attorneys and their clients that their conversations may be recorded. *[All trial courts]*

2. Judicial circuits shall install microphones with “hold-to-mute” capability for those microphones used by attorneys or presiding judicial officers in proceedings recorded using non-portable digital technology. *[All trial courts]*
3. Judicial circuits shall conduct periodic training for stakeholders commonly coming into contact with the use of audio recording technology. The training shall include a description of how the technology is operated and tips for effective courtroom behavior specific to the stakeholder. *[All trial courts]*
4. Judicial Circuits shall distribute and/or make readily available audio recording resource materials (i.e., pamphlets, guide books, operator manuals, etc.) for stakeholders to assist with ensuring the quality of the official record. *[All trial courts]*

## **XI. Operating Digital Recording Equipment**

### **A. Standards of Operation**

1. Digital recording systems shall comply with all statewide standards for digital court recording as established by the Florida Courts Technology Commission. *[All trial courts]*
2. Judicial circuits shall implement procedures for regular testing of digital court recording systems to ensure proper operation. *[All trial courts]*

## **XII. Tagging the Digital Recording**

### **A. Standards of Operation**

1. Judicial circuits shall ensure appropriate tagging of digital recordings is performed for proceedings in which there is a significant likelihood that transcripts will be requested. *[All trial courts]*
2. Judicial circuits shall establish standardized “tags” and produce a reference document of same to be distributed to all circuit court reporting staff, contract service providers, and approved transcriptionists. *[All trial courts]*

**XIII. Ownership of the Official Record****A. Standard of Operation**

1. The court shall retain ownership and control over the official record whether it is in paper or electronic format. The court shall also reserve the right to full and complete access to any unedited notes, paper tapes, electronic files, and audio or video recordings used to create the official record. *[All trial courts]*

**XIV. Storage****A. Standards of Operation**

1. Judicial circuits, contract service providers, and vendors of digital technology shall comply with all storage and retrieval standards for digital court recording as established by the Florida Courts Technology Commission and otherwise established by the State Courts System and the chief judge of the circuit. *[All trial courts, court reporting contractors, and court reporting technology vendors]*
2. Judicial circuits shall codify record retention protocols to be applied to stenographic paper tape/notes, unedited CAT/real-time text, analog and digital recordings in accordance with rule 2.430, Florida Rules of Judicial Administration. *[All trial courts]*
3. Judicial circuits shall implement storage and retrieval procedures to ensure timely and secure access to transcripts, analog or digital recordings, and any supporting materials related to the production of the official record. *[All trial courts]*

**B. Best Practices**

1. Judicial circuits shall examine the provision of secure and direct access to a network of electronic files and digital recordings related to the official record for certain internal stakeholders of the court such as court reporting employees, judges, general magistrates, and hearing officers. Circuits shall also examine the feasibility of providing limited and secure access to other stakeholders such as state attorneys, public defenders, and court-appointed counsel. *[All trial courts]*
2. Judicial circuits shall not disclose back-up recordings of proceedings to persons not employed or contracted by the court. *[All trial courts]*

**XV. Transcript Production****A. Standards of Operation**

1. Transcripts may only be produced by employee or contract court reporters and transcriptionists approved by the court in accordance with rule 2.535, Florida Rules of Judicial Administration. *[All trial courts]*
2. All persons approved by the court to perform court reporting transcription services shall comply with all applicable court rules and standards established by the State Courts System and the chief judge of the circuit. *[Court approved transcriptionists]*
3. All judicial circuits shall codify protocols for transcript production in accordance with court rule and standards established by the State Courts System. These protocols shall include, but are not limited to: procedures preventing transcription of off-the-record discussions, sidebar conferences, attorney-client conversations; and other confidential information; the court's process for approving transcription services; and certification of the transcript for correctness. *[All trial courts]*
4. Judicial circuits shall enter an administrative order developing and implementing a circuit-wide plan for court reporting in all trials in which the state seeks the death penalty and in capital postconviction proceedings in accordance with rule 2.535, Florida Rules of Judicial Administration. *[All trial courts]*
5. All persons approved by the court to perform court reporting transcription services shall give priority to capital cases in the production of transcripts. *[Court approved transcriptionists]*
6. Judicial circuits shall prohibit the "loaning out" of stenographic notes in capital cases to ensure the court reporter has immediate access to the notes for production of the transcript. *[All trial courts]*
7. Judges shall give immediate instruction to the court reporter to begin transcription upon the return of the verdict in capital cases and immediately initiate an order approving the production of the transcript (if applicable). *[Judges]*
8. Judicial circuits shall incorporate requirements related to expedited transcript requests in court reporting service contracts. *[All trial courts]*
9. Judicial circuits shall specify consequences for contractors who fail to meet expedited transcript requirements in court reporting service contracts. *[All trial courts]*

**B. Best Practices**

1. Judicial circuits shall encourage collegiality between all persons involved in expediting transcripts for capital cases. *[All trial courts]*
2. Judicial circuits shall collaborate with appellate courts regarding the oversight and management of the court reporting process, with particular emphasis on the production of transcripts for capital, dependency, and termination of parental rights cases. *[All trial and appellate courts]*
3. When requested, judicial circuits may provide a transcript for: appellate review, other purposes in which a transcript is considered a necessity by the court in the best interest of justice, or if an audio/video file is unavailable. A copy of the audio/video file, if available, shall be provided for all other purposes to the extent allowable under court rule. *[All trial courts]*

**XVI. Producing Copies of Recordings****A. Standards of Operation**

1. All judicial circuits shall codify protocols for producing copies of audio/video recordings in accordance with court rule and standards established by the State Courts System. These protocols shall include, but are not limited to: procedures preventing the release of confidential information; the court's process for ensuring the accuracy of the recording; and certification of the recording for correctness. *[All trial courts]*
2. Copies of audio/video recordings may be made available to attorneys of record, parties to a case, and self-represented litigants upon request so long as an acknowledgement is provided with the copy that states confidential information may be contained on the recording, further dissemination of confidential information contained on the recording is prohibited, and violation of the prohibition against dissemination may subject the requestor to an action for contempt of court. *[All trial courts]*
3. Copies of audio/video recordings may be made available to the public at large after review to ensure that matters protected from disclosure are kept confidential in accordance with court rule and Florida statute. *[All trial courts]*

**XVII. Cost Sharing****A. Best Practices**

1. Judicial circuits using state funded court employees to provide transcription services for public defenders, state attorneys, and court-appointed counsel shall operate under the cost sharing arrangement. *[All trial courts]*
2. When requested, judicial circuits operating under the cost sharing arrangement may provide transcripts to the state attorneys, public defenders, and court-appointed counsel for: appellate review, other purposes in which a transcript is considered a necessity by the court in the best interest of justice, or if an audio/video file is unavailable. A copy of the audio file, if available, shall be provided to these entities for all other purposes to the extent allowable under court rule. *[All trial courts]*
3. Judicial circuits operating under the cost sharing arrangement are required to provide a “statement of services provided” to local state attorneys, public defenders, the Justice Administrative Commission, and the Office of the State Courts Administrator. The “statement of services provided” shall include those services that will or will not be provided by state-funded court employees versus those services that may be purchased independently from contractors. This documentation shall also include services provided or not provided by division of court, proceeding type, and any variation that exists by county and/or courthouse. The “statement of services provided” shall include a corresponding time period in which these terms are in effect and shall be no less than one fiscal year (July 1 – June 30). *[All trial courts]*

**IN THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR THE STATE OF FLORIDA**

IN RE: COURT REPORTING	)	Administrative Order
SERVICES PLAN	)	No. 2.2
_____	)	

PURSUANT to Fla. R. Jud. Admin. 2.070, and after consultation with the Circuit and County Court Judges of the Twentieth Judicial Circuit, the Court hereby revises, adopts and implements the following Circuit-wide plan for the reporting or recording of all proceedings required to be reported or recorded at public expense.

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**I. PROVISION OF SERVICES** - The Twentieth Judicial Circuit is currently in a period of transition from court reporting services as defined by Fla. R. Jud. Admin. 2.070(a) to electronic court recording and transcription as permitted by Fla. R. Jud. Admin. 2.070(g)(3). During this period of transition, the Twentieth Judicial Circuit hereby implements a hybrid plan which shall incorporate multiple service delivery strategies for the reporting or recording of all proceedings required to be reported or recorded at public expense. The plan utilizes both independent contract court reporters and employee electronic court recorders.

**II. APPLICABLE PROCEEDINGS** - This Administrative Order and the contracts entered into in accordance with the terms of this Administrative Order and the other authorities cited herein shall apply to all criminal and juvenile proceedings, including depositions, and any other judicial proceedings required by law or the court to be reported or recorded at public expense, as required by Fla. R. Jud. Admin. 2.070(g).

**III. METHODS OF REPORTING**

**A. STENOGRAPHIC REPORTING** - In any required proceeding set forth in paragraph II above, stenographic reporting by a court reporter as defined by Fla. R. Jud. Admin. 2.070(a) may be utilized.

**B. ELECTRONIC RECORDING**

1. Terminology - The term "electronic recording" shall include audio tape recording, videocassette tape recording, or recording by any other electronic means, including, but not limited to, digital or other technology.

2. Applicable Proceedings - Electronic recording as contemplated by Fla. R. Jud. Admin. 2.070(g)(3) may be used in all criminal, juvenile, and mental health proceedings, and any other judicial proceedings required by law or the court to be reported or recorded at public expense, including, but not limited to, the following:

- a. First appearance hearings;
- b. Adversary preliminary hearings;
- c. Criminal trials and all pre-trial and post-trial proceedings;

- d. Criminal contempt proceedings;
- e. Criminal depositions;
- f. Guardianship proceedings;
- g. Baker Act proceedings;
- h. Marchman Act proceedings;
- i. Juvenile detention and delinquency hearings;
- j. Juvenile dependency shelter hearings;
- k. Foster care review panel hearings;
- l. Dependency and termination of parental rights proceedings;
- m. Proceedings for families and children in need of services;
- n. Proceedings before General Masters or Magistrates in family law matters;
- o. Child support enforcement hearings, including Support and Visitation Enforcement (SAVE) hearings and Department of Revenue (DOR) hearings;
- p. Petitions for injunctions against domestic violence hearings;
- q. Petitions for Waiver of Parental Notice of Abortion; and
- r. Elsewhere as required or so ordered by the court.

**IV. INDEPENDENT CONTRACT COURT REPORTERS** - Court reporting services as defined by Fla. R. Crim. P. 2.070(a) may be provided by independent contractors subject to contracts entered into between the Administrative Office of the Courts and the court reporters. All contracts executed and in force and effect at any time during the operation and application of this Administrative Order shall be kept on file with the Court Administrator.

A. **QUALIFICATIONS** - Each independent contract court reporter whose services are utilized pursuant to a contract shall be a proficient Computer-aided Transcription (CAT) court reporter. In addition, independent contract court reporters shall:

1. Be certified by the National Court Reporters Association as a Registered Professional Reporter, Registered Merit Reporter, Registered Diplomate Reporter, or

Real-time Reporter; or,

2. Have otherwise demonstrated proficiency in stenographic court reporting.

B. SCOPE OF SERVICES - The scope of services to be provided by independent contract court reporters is specifically limited to that which is covered by the contracts entered into by and between the Administrative Office of the Courts and the court reporters. Should it become necessary to obtain court reporting services in addition to those contemplated by the contracts, the Court Administrator shall coordinate the provision of such court reporting services and shall ensure the proficiency of the court reporters utilized.

C. COURT REPORTERS AS OFFICERS OF THE COURT - Pursuant to Fla. R. Jud. Admin. 2.070(f), an independent contract court reporter is an officer of the court while acting as a reporter in a judicial proceeding or discovery proceeding. As an officer of the court, the court reporter shall comply with all rules and statutes governing the proceeding which are applicable to court reporters, and the failure to do so shall constitute neglect of duty for which sanctions may be imposed in the exercise of the court's inherent authority, or pursuant to Florida Statute § 43.26(4), or as otherwise provided by law.

D. NOTIFICATION PROVISION - In accordance with the duties and obligations of independent contract court reporters as officers of the court pursuant to the authorities cited above, when a request is made for a transcript or portion thereof from a court reporter, such reporter shall forthwith notify, in writing, or orally if written notification is not practicable, all other parties to the action that a request has been received. This provision shall not apply to any transcript ordered by the court.

E. RETENTION OF RECORDS - All independent contract court reporters governed by this Administrative Order shall retain all original notes and electronic records, including dictionaries, of the proceedings or depositions in strict accordance with Fla. R. Jud. Admin. 2.075(f).

V. ELECTRONIC RECORDING AND TRANSCRIPTION - In accordance with Fla. R. Jud. Admin. 2.070(g)(3), the Chief Judge hereby authorizes the electronic recording and subsequent

transcription by persons other than court reporters of any judicial proceedings, including depositions, that are otherwise required to be reported by a court reporter.

A. ELECTRONIC COURT RECORDING OFFICE

1. Authorized Proceedings – The Administrative Office of the Courts, Electronic Court Recording Office, is authorized to capture the record for criminal and civil judicial proceedings required by law or by rules of court to be reported or recorded at public expense. This Administrative Order does not authorize the Electronic Court Recording Office to record any proceedings unless those proceedings are required to be recorded at public expense. Parties to civil actions shall arrange for an independent court reporter to record those proceedings that the Court is not required to record or report at public expense.

2. Equipment and Procedures – The Court's electronic recording equipment shall be operated by employees of the Administrative Office of the Courts and/or by such other persons designated by the Court Administrator. The procedures to ensure a reliable and secure record and compliance with applicable statutes and rules of court shall be promulgated by the Court Administrator, shall be on file in the Electronic Court Recording Office, and may be amended from time to time as deemed appropriate by the Chief Judge or the Court Administrator.

3. Employees as Officers of the Court - Employees of the Administrative Office of the Courts who perform electronic court recording and its related functions, as well as any other persons authorized by the Court Administrator to perform these functions, shall be officers of the court and shall not disclose or discuss any confidential information to which they may be privy.

B. TRANSCRIPTION – Proceedings or depositions electronically recorded at public expense and pursuant to this Administrative Order will be transcribed by court personnel employed by the Administrative Office of the Courts within the Electronic Court Recording Office or by independent contract transcriptionists, at the discretion of the Court Administrator or

the Court Administrator's designee.

**C. QUALIFICATIONS OF TRANSCRIPTIONISTS** - All persons transcribing electronically recorded proceedings or depositions, whether employees of the Administrative Office of the Courts or independent contract transcriptionists, shall meet the qualifications established by the Chief Judge or the Court Administrator to ensure the person's ability to transcribe the proceedings and to certify the correctness of the transcripts.

**D. REQUESTS FOR TRANSCRIPT OR ELECTRONIC RECORDING** - Requests for either a written transcript or, in instances where independent contract transcriptionists are used, a copy of the original recording of any proceeding or deposition electronically recorded by the Electronic Court Recording Office pursuant to this Administrative Order shall be submitted in writing to the Electronic Court Recording Office. The request shall be on a form available from the Administrative Office of the Courts or the Electronic Court Recording Office, and, if applicable, on any other form approved by the Florida Supreme Court as set forth in the Florida Rules of Appellate Procedure or any other rules of court. If the transcript or copy of the original recording is to be provided at public expense, the party shall attach to the request a conformed copy of the court order authorizing the transcription at public expense. However, if the request is submitted by the Office of the State Attorney, the Office of the Public Defender, or a court-appointed conflict attorney, with the costs and fees to be paid directly from the budgets of each respective office or the Justice Administrative Commission, the requirement that the request be accompanied by a court order authorizing transcription is hereby waived. If the request is for transcripts or copies of original recordings which may include confidential information, the request must be accompanied by an appropriate court order.

1. **Notification Provision** - When a request is submitted to the Electronic Court Recording Office for a transcript, the Electronic Court Recording Office shall forthwith notify, in writing, or orally if written notification is not practicable, all other parties to the action that a request has been received. In instances where independent contract transcriptionists are used, it shall be the responsibility of the independent contract

transcriptionist to notify, in writing, or orally if written notification is not practicable, all other parties to the action that a request has been received. This provision shall not apply to any transcript or copy of an electronic recording ordered by the court.

2. On-Record Events When Court Reporter Present - If a court reporter records a proceeding (trial, hearing, or other court event), the request for a copy of the proceeding shall be submitted to the court reporter. In the event the Electronic Court Recording Office electronically recorded any proceedings covered by a court reporter, the electronic recordings were not made pursuant to any court rule, law, or ordinance, and the proceedings were not recorded in connection with the transaction of official business of the judiciary. As such, the incidental electronic recording of a proceeding that has been covered by a court reporter does not constitute a record of the judicial branch to which the public is entitled access, as defined by Fla. R. Jud. Admin. 2.051. The Electronic Court Recording Office will not provide copies of its electronic recordings of those same proceedings, if any. Exceptions to this policy may be considered and granted by the Chief Judge upon a showing of extraordinary circumstances.

3. Off-Record Events - Electronic recordings by the Electronic Court Recording Office of off-record discussions or conversations were not been made pursuant to any court rule, law or ordinance, and were not recorded in connection with the transaction of official business of the judiciary. As such, the incidental electronic recordings of off-record discussions or conversations, if any, do not constitute a record of the judicial branch to which the public is entitled access, as defined by Fla. R. Jud. Admin 2.051. In addition, it should be noted that all off-record conversations between attorneys and their clients are protected by the attorney-client privilege and shall remain confidential. The Electronic Court Recording Office will not provide copies of its electronic recordings of off-record discussions or conversations, if any.

E. CERTIFICATION OF TRANSCRIPTS OR ELECTRONIC RECORDINGS - All persons transcribing electronic recordings, whether court personnel or independent contract

transcriptionists, shall certify the transcript as a true and accurate text of the electronic recording of the proceeding or deposition. All court personnel providing a copy of the original recording on electronic medium, such as compact diskette, shall certify the copy to be true and accurate.

F. DISPUTES AS TO ACCURACY - If any dispute arises as to whether any transcript truly discloses what occurred, the disputing party shall motion the presiding court for settlement of the dispute, and, upon order of the court, the transcript shall be made to conform accordingly.

G. SAFEKEEPING OF RECORDINGS -- All electronic recordings captured by the Electronic Court Recording staff pursuant to this Administrative Order shall be properly identified and securely stored in accordance with procedures promulgated by the Court Administrator and for a period of time as prescribed by the Florida Rules of Judicial Administration.

VI. COURT REPORTING IN CAPITAL CASES -- Pursuant to Fla. R. Jud. Admin. 2.070(h), the following requirements are established for all independent contract court reporters who report trials in which the State seeks the death penalty and in all capital postconviction proceedings.

A. PURPOSE - The purpose of this subsection is to require the use of all measures necessary to expedite the preparation of the transcript. Those measures shall include, but are not limited to, the following:

1. The use of a court reporter who has the capacity to provide real-time transcription of the proceedings;
2. If real-time transcription services are not available, the use of a computer-aided transcription qualified court reporter;
3. The use of scopists, text editors, alternating court reporters, or other means to expedite the finalization of the certified transcript; and,
4. The imposition of reasonable restrictions on work assignments by all independent contract court reporters to ensure that transcript production in capital cases is given a high priority.

B. TRANSCRIPTS - In addition to the foregoing requirements, the independent court

reporter in cases in which the State seeks the death penalty and all capital postconviction hearings shall be responsible for strict compliance with Fla. R. App. P.9.142(a)(2), and in particular its requirement that the reporter provide to the Clerk clearly labeled computer disks in a format approved by the Florida Supreme Court.

**VII. FEES AND RATES**

**A. ELECTRONIC COURT RECORDING** – Fee schedules for transcripts or copies of electronically recorded proceedings or depositions required to be reported at public expense shall be on file in the Electronic Court Recording Office. On and after July 1, 2004, the rates set forth on all fee schedules shall comport with the applicable rates established by the Twentieth Judicial Circuit Article V Indigent Services Committee, if any. If applicable rates have not been established by the Twentieth Judicial Circuit Article V Indigent Services Committee, the rates for electronic court recording and transcription services shall be established by the Chief Judge or the Chief Judge's designee, and may be amended from time to time at the discretion of the Chief Judge or the Chief Judge's designee. On and after July 1, 2004, in circumstances where proceedings are reported and transcribed by the Electronic Court Recording Office or an independent contract transcriptionist at the request of a Justice Administration Commission (JAC) entity (i.e. the Office of the State Attorney, the Office of the Public Defender, court-appointed conflict attorney), the fees for transcripts to be provided at public expense are to be paid directly by the Justice Administration Commission (JAC) entity in accordance with the provisions of Chapter 29, Florida Statutes, as amended by Laws of Florida, Chapter 2003-402 (HB113A) and Chapter 2004-265 (SB2962).

**B. COURT REPORTING BY INDEPENDENT CONTRACTORS** – Fees and rates for the recording and transcription by independent contract court reporters of court proceedings or depositions required to be reported at public expense shall be as set forth in the court reporting contracts referenced herein. On and after July 1, 2004, those rates shall comport with the applicable rates established by the Twentieth Judicial Circuit Article V Indigent Services Committee, if any. If applicable rates have not been established by the Twentieth Judicial Circuit

Article V Indigent Services Committee, the rates for the recording and transcription by independent contract court reporters shall be established by contract, and the Court Administrator may negotiate different rates in circumstances not contemplated by the contracts. Such circumstances may include, but are not limited to, out-of-circuit services, real-time reporting, or such other manner, mode or method of court reporting as circumstances may warrant. If different rates are not agreed to in advance, the rates established in the contracts shall apply. On and after July 1, 2004, in circumstances where proceedings are reported and transcribed by independent contract court reporters at the request of a Justice Administration Commission (JAC) entity (i.e. the Office of the State Attorney, the Office of the Public Defender, conflict counsel), the fees for transcripts to be provided at public expense are to be paid directly to the independent contract court reporter by the Justice Administration Commission (JAC) entity in accordance with the provisions of Chapter 29, Florida Statutes, as amended by Laws of Florida, Chapter 2003-402 (HB113A) and Chapter 2004-265 (SB2962).

**VIII. TRANSCRIPTS** - All transcripts must comply with the requirements of Fla. R. Jud. Admin. 2.070(e), and any rule or order of the court. A party requesting transcription at public expense must first obtain a court order authorizing transcription at public expense by filing a motion and submitting a proposed order to the presiding judge. In the event that the presiding judge is unavailable and the press of time requires immediate validation of such costs, such motions may be presented to the duty judge on call at the time of the request. Any request submitted to an independent contract court reporter or to the Electronic Court Recording Office for transcription at public expense shall be accompanied by a conformed copy of the court order authorizing the transcription at public expense. However, if the request for transcripts is submitted by the Office of the State Attorney, the Office of the Public Defender, or a court-appointed conflict attorney, with the costs and fees to be paid directly from the budgets of each respective office or the Justice Administrative Commission, the requirement that the request be accompanied by a court order authorizing transcription is hereby waived.

**IX. OFFICIAL COURT RECORD** - Neither independent contract court reporters nor transcriptionists, nor employees of the Administrative Office of the Courts shall file any written transcript

or electronic recording of a court proceeding or deposition with the Clerk of Courts unless directed to do so by the court, or unless otherwise required to do so by the Florida Rules of Appellate Procedure, or by any other rule or statute. The written transcript of any electronic recording shall not become part of the official court record until such time as it is filed with the Clerk of Courts.

**X. REMOVAL OF COURT FILES FROM THE COURTHOUSE** - No court file shall be removed from any courthouse by any independent contract court reporter or by any independent contract transcriptionist. The Clerk of Court shall provide space for independent contract court reporters and transcriptionists to review court files and shall allow independent contract court reporters and transcriptionists to photocopy a reasonable number of pages in a court file without charge for the purpose of preparing transcripts.

**XI. INTERPRETATION AND EFFECTIVE DATE** - This Administrative Order shall be read in para materia with Fla. R. Jud. Admin. 2.070, any administrative order promulgated by the Florida Supreme Court, and any other authorities cited herein. To the extent that any provision of this Administrative Order is inconsistent with any statute, rule of court, or administrative order of the Florida Supreme Court, the statute, rule or order shall prevail. This Administrative Order shall be effective September 1, 2003, nunc pro tunc, and shall remain in effect until further order of the Court.

DONE AND ORDERED in Chambers at Naples, Collier County, Florida, this 22<sup>nd</sup> day of February, 2006.

STATE OF FLORIDA, COUNTY OF LEE  
FILED FOR RECORD  
This 27 Day of FEB, 2006 Record in MINUTE  
Book 50 Page \_\_\_\_\_ and Record Verified.  
CHARLIE GREEN By A. Murray  
Clerk Circuit Court Deputy Clerk

Hugh D. Hayes  
Hugh D. Hayes  
Chief Judge

History. - Administrative Order 2.2 (November 8, 2004); Administrative Order 2.2 (February 10, 2004); Administrative Order 2.2 (March 27, 2001); Administrative Order 2.2 (January 13, 2000); Administrative Order 2.2 (September 28, 1995); Administrative Order 2.2 (January 28, 1991); Administrative Order 88-1; Administrative Order 86-1 and Amendments thereto.

I certify this document to be a true and correct copy of the original on file in my office, Charlie Green, Clerk Circuit Court, Lee County, Florida  
Dated: 2/27/06  
By dm  
Deputy Clerk

**RATE SCHEDULE**

	TRADITIONAL UNIT PRICE		REAL-TIME UNIT PRICE	
	Weekday	Weekend/Holiday	Weekday	Weekend/Holiday
<b>COURT HEARINGS/TRIALS</b>				
<b>Appearance Fee</b>				
First Hour: Any portion.				
After first hour, in quarter hour increments.				
Overtime: After 5:00 p.m.				
One or more court hearings Scheduled back to back, first hour.				
One or more court hearings scheduled back to back, after first hour, in quarter hour increments.				

TRANSCRIPT FEES	COURTROOM PER PAGE	
	TRADITIONAL	REAL-TIME
<b>All pricing includes original only.</b>		
Regular ( ___ days)		
Expedited ( ___ days)		
Expedited ( ___ days)		
Expedited ( ___ days)		
Expedited (24 hours/overnight)		

These transcript fees are the rates agreed to pursuant to this contract by the Administrative Office of the Courts when requesting transcripts on behalf of the Court. Note that the State Attorney, Public Defender, Regional Counsel, Justice Administrative Commission, and privately-retained attorneys are NOT parties to this contract and may or may not separately contract with the Court Reporter or otherwise agree to these same rates when requesting transcripts. However, as the Court Reporter creating the official record of a court proceeding on behalf of the Court, the Court Reporter cannot refuse to provide transcripts to other persons or entities not parties to this contract. The rate to be charged to or incurred by any non-parties to this contract is a matter between the Court Reporter and those non-parties.

**COURT REPORTERS AND TRANSCRIPTIONISTS REIMBURSEMENT INVOICE**

Vendor/Contractor: _____		INVOICE #: _____
Address: _____		FLAIR #: _____
Address: _____		CONTRACT #: _____
City: _____ State: _____ ZIP: _____		EXP. DATE: _____
Phone: _____		SERVICE MONTH: _____
Payee #: _____		SERVICE YEAR: _____
		CIRCUIT: _____
		COUNTY: _____

**EXPENDITURES BY DELIVERABLE & EXPENSE CATEGORY**

EXPENSE CATEGORY	Hourly Rate	Expense - Materials	Expense - Travel	Expense - Travel					F.C.	REIMBURSABLE
DELIVERABLE	100777	100777	Mileage	Other	Not Used	Not Used	Not Used	SUB-TOTAL	ADJ.	TOTAL
D-1 CR Stenography	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-2 CR Digital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-3 CR Voice Writing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-4 Transcription	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

_____ Travel Vouchers Attached (If Applicable)	I attest that the information submitted as part of this invoice is true and correct.
_____ Summary of Contractual Services Agreement Attached* <small>(Mandatory if total amount paid to vendor for FY is \$500 or more and no contract has been signed)</small>	_____ Contractor/Vendor _____ Date

This section to be completed by Court Administration:	Pursuant to s.939.08, F.S., I certify these costs are just, correct, and reasonable and contain no unnecessary or unallowable items. The goods/services have been received and payment in now due.
Date Invoice Recvied _____	
Date(s) Goods/Services Received: _____	
Received By.: _____	
Date Goods/Services Inspected/Approved: _____	
Inspected/Approved By: _____	_____ Trial Court Administrator _____ Date

ORG CODE	CAT CODE	EO	OBJ CODE	APPROVED PAYMENT AMOUNT
				\$ -

INVOICE SUMMARY										
INVOICE NUMBER	INVOICE DATE	SERVICE PERIOD		VENDOR				EXPENSE DESCRIPTION		
EXPENSE CATEGORY DELIVERABLE	Hourly Rate 100777	Expense - Materials 100777	Expense - Travel Mileage	Expense - Travel Other	Not Used	Not Used	Not Used	SUB-TOTAL	F.C. ADJ.	REIMBURSABLE TOTAL
<b>CASE #:</b>					<b>DATE(S) OF SERVICE:</b>					
D-1 CR Stenography	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-2 CR Digital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-3 CR Voice Writing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-4 Transcription	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INVOICE TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CASE #:</b>					<b>DATE(S) OF SERVICE:</b>					
D-1 CR Stenography	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-2 CR Digital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-3 CR Voice Writing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-4 Transcription	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INVOICE TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CASE #:</b>					<b>DATE(S) OF SERVICE:</b>					
D-1 CR Stenography	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-2 CR Digital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-3 CR Voice Writing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D-4 Transcription	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INVOICE TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ALL INVOICES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**CONTRACTOR’S CERTIFICATIONS**

I, \_\_\_\_\_, a sole proprietor or an authorized representative of my company/organization, hereby certify the following is true:

- 1. That the same services being provided to the Circuit under this contract are provided to other clients under a contract or individual transaction basis.
- 2. That no principal of my company/organization is now or has been an employee of any governmental branch of the State of Florida for at least twelve (12) consecutive months prior to the execution of this contract.
- 3. If I am not a sole proprietor using my own legal name on this contract, that I have registered the name on this contract as a fictitious name or the name is the legal name on the Articles of Incorporation for my company/organization filed with the Florida Department of State, Division of Corporations, as required by the Florida Statutes.
- 4. That I have filed and received an acknowledgement of acceptance of a W9 or Substitute W9 in the exact name as it appears on this contract with the Florida Department of Financial Services (DFS). *(A copy of the acknowledgment must be submitted prior to final execution of this contract)*
- 5. That I have received an acknowledgment of successful registration with the MyFloridaMarketplace/FLAIR systems as a vendor for the State of Florida using the exact name as it appears on this contract. *(A copy of the letter providing your vendor ID Number to you by the MFMP System must be submitted prior to final execution of this contract)*

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**STATE COURTS SYSTEM  
SELECT ORGANIZATIONAL UNIT  
TEMPORARY COURT REPORTING AND TRANSCRIPTION SERVICES  
ALTERNATE SOURCE CONTRACT**

**THIS ALTERNATE CONTRACT SOURCE AGREEMENT**, as provided for in Part III, Section R of Contract \_\_\_\_\_, hereinafter referred to as "the Contract", is a no-ceiling rate agreement entered into between the Choose a Unit hereinafter referred to as the "Circuit" and, Click here to enter text., hereinafter referred to as the "Contractor" to provide temporary Court Reporting and Transcription services. The terms and conditions of the original Contract are incorporated into this agreement, except as specified below.

The Parties Agree:

1. The Contractor will provide the deliverables according to the terms and conditions identified in Part I of the Contract from  
  
Click or tap to enter a date to Click or tap to enter a date at  
  
In \_\_\_\_\_ County, Florida for the Choose a Unit.
2. The Contractor will be compensated according to the rates specified the Alternate Attachment C, attached to this agreement, which only supersedes the original Attachment C for the purposes of this Alternate Source Contract.
3. Invoices will be submitted by the Choose an item. to:
4. This contract begins on the date it is signed by both parties and ends at 12:00 AM on Click or tap to enter a date, unless extended by the parties prior to its expiration.

**By signing this contract, the parties agree that they have read Contract \_\_\_\_\_ in its entirety and understand its terms and conditions are incorporated into this agreement.**

**IN WITNESS THEREOF**, the parties hereto have caused this one (1) page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR'S FORMAL BUSINESS NAME**

**STATE COURTS SYSTEM OF FLORIDA**  
Choose **JUDICIAL CIRCUIT COURT OF FLORIDA**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** Trial Courts Administrator

**DATE:** Click or tap to enter a date

**DATE:** Click or tap to enter a date

**MFMP Vendor #**

**FEIN**

**E-VERIFY REGISTRATION WAIVER AFFIDAVIT**

I, \_\_\_\_\_, am the owner or authorized representative of the following business or business entity, \_\_\_\_\_. I hereby acknowledge that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

I hereby certify that the following statement is true regarding why my business or business entity is not eligible to register to use the Department of Homeland Security E-Verify System (*check one*):

- I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with no direct employees and the owner(s) report income and losses on IRS Form Schedule E and are not direct employees of the entity. My entity will be using a Federal Employer Identification Number as our

taxpayer Identification Number for payments under this contract. My entity is not eligible to register with the Department of Homeland Security E-Verify System.

My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with no direct employees and is owned by other corporate entities who report income and loss to the IRS through their corporate tax returns. The management of my entity is performed by individuals who are appointed by the owners and are not direct employees of my entity. My entity will be using a Federal Employer Identification Number as our Taxpayer Identification Number for payments under this contract. My entity is not eligible to register with the Department of Homeland Security E-Verify System.

My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the United States that is registered with the United States Internal Revenue Services, pursuant to I.R.C. Section 882, and the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, and has received a Federal Tax Identification Number (TIN) and Certificate of Authority permitting business transactions within the United States and the State of Florida. My entity has no physical locations or employees within the United States and will be using the IRS TIN for payments under this contract. My entity is not eligible to register with the Department of Homeland Security E-Verify System.

By signing this affidavit, I acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or Affirmed) and Subscribed Before Me By

Means of  Physical Presence or  Online Notarization

this \_\_\_\_\_ day of \_\_\_\_\_, 2022,

by \_\_\_\_\_, Who

Is Personally Known to Me or  Produced Identification.

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public  
Administering Oath Pursuant to §117.10, Florida Statutes

**E-VERIFY SUBCONTRACTOR AFFIDAVIT**

I, \_\_\_\_\_, am the owner (or authorized representative) of the following business or business entity, \_\_\_\_\_, working as a subcontractor to \_\_\_\_\_ on State Courts System Contract number \_\_\_\_\_. I hereby acknowledge that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

I hereby certify that the following statement is true regarding why my business or business entity (*check one*):

- I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.
- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with no direct employees other than the owner(s) or the owner(s) report income and losses on IRS Form Schedule E and are not direct employees, and I will be using a Federal

Employer Identification Number as my Taxpayer Identification Number for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System.

- My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with employees and I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract. We have registered with the Department of Homeland Security E-Verify System and agree not to hire or contract with illegal aliens.
- My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the State of Florida. I acknowledge that my company may be required to register as a foreign corporation with the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, depending on the business being conducted. If required to register with the Department of State, such registration is the responsibility of my entity. We have registered with the Department of Homeland Security E-Verify System and agree not to hire or contract with illegal aliens to work in the United States.
- My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the United States that is registered with the United States Internal Revenue Services, pursuant to I.R.C. Section 882, and the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, and has received a Federal Tax Identification Number (TIN) and Certificate of Authority permitting business transactions within the United States and the State of Florida. My entity has no physical locations or employees within the United States and will be using the IRS TIN for payments under this contract. I am not eligible to register with the Department of Homeland Security E-Verify System and agree not to hire or contract with illegal aliens to work in the United States.
- My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the United States that is registered with the United States Internal Revenue Services, pursuant to I.R.C. Section 882, and the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, and has received a Federal Tax Identification Number (TIN) and Certificate of Authority permitting business transactions within the United States and the State of Florida. My entity has employees within the United States and will be using the IRS TIN for payments under this contract. We have registered with the Department of Homeland Security E-Verify System and agree not to hire or contract with illegal aliens to work in the United States.
- My entity is a federal, state, local or foreign government or a court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, authorized under law, that is not required to register with the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes. My entity has employees within the United States and will be using the IRS TIN for payments under this contract. We have registered with the Department of

Homeland Security E-Verify System and agree not to hire or contract with illegal aliens to work in the United States.

By signing this affidavit, I acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Sole Proprietor/Authorized Representative

\_\_\_\_\_  
Printed Name

SWORN AND SUBSCRIBED BEFORE ME  
this \_\_\_\_ day of \_\_\_\_\_ 2026, by  
\_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
[SIGNATURE OF INDIVIDUAL ADMINISTERING OATH]

\_\_\_\_\_  
[PRINT OR TYPE NAME OF NOTARY PUBLIC OR  
INDIVIDUAL ADMINISTERING OATH PURSUANT TO  
§117.10, FLA. STAT.]



**TWENTIETH JUDICIAL CIRCUIT OF FLORIDA  
ADMINISTRATIVE OFFICE OF THE COURTS  
1700 MONROE STREET  
FORT MYERS, FL. 33901**

**NCIC/FCIC REQUEST FORM**

**APPLICANT INFORMATION**

Last Name:		First Name:		Middle:
Additional Name(s):				
Maiden:		Alias:		
Race:	Sex:	Date of Birth:	SSN:	
Driver's License #:			State:	
Birthplace:				
Street Address:				
City:		State:	Zip:	
Home Phone:		Work Phone:	Mobile:	
Fax:		Email:		
Comments:				

**AUTHORIZATION**

I, the undersigned, certify that all of the information contained above is true and correct to the best of my knowledge and I have not omitted any pertinent information. I hereby give consent and authorize the Administrative Office of the Courts for the Twentieth Judicial Circuit to run a criminal history check on me, to include data from the National Criminal Information Center and Florida Criminal Information Center, pursuant to provisions set forth in Florida Statute Chapter 119 and 943.053.

Print Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**JUSTIFICATION & REVIEW**

Submitted by:  
 Date submitted:  
 Reason:  Volunteer  Contractor  Certified Process Server  Security  
 Other:

Reviewed by:  
 Review date:  
 APPROVED  NOT APPROVED

Notes: