



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 105
Phoenix, Arizona 85007

Request for Proposals

RFP 12-07

PROCESSING OF SURVEYS FOR THE JUDICIAL
PERFORMANCE REVIEW PROGRAM

December 6, 2012

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is soliciting written, sealed proposals from qualified vendors to provide the service of receiving survey responses, inputting survey responses, and compiling survey data into reports for the Judicial Performance Review program. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 3:00 P.M., Arizona Time on January 18, 2013 in accordance with the schedule below.

The public opening will be conducted on January 18, 2013 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Proposers' Conference

No proposers' conference will be held.

3. Proposal Schedule

<u>Activity</u>	<u>Date</u>
a. Request for Proposals (RFP) published	December 6, 2012
b. Deadline to Submit Written Questions	December 20, 2012
c. Response to Written Questions/RFP Amendments	January 4, 2013
d. Proposal Due Date*	January 18, 2013

The Court reserves the right to deviate from this schedule.

* **Proposals received after 3:00 P.M. Arizona Time on January 18, 2013 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

4. Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible bidder(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Proposals. The Court reserves the right (prior to contract award) to inspect a vendor's facilities,

and to consider other sources of information to determine evaluation scores.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no bidders who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFP does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP. Multiple contracts may be awarded.

5. Proposal Discussions

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

6. Americans with Disabilities Act

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 452-3329 or text telephone (TDD) 452-3545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Necessary Documents. Vendors who wish to submit proposals for RFP 12-07 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
2. Specifications. The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. Procurement Rules. The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court. Copies of these rules can be obtained from Melba Davidson, Arizona Supreme Court at the address referenced on the cover page.
4. Subcontractors. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the proposal.
5. Vendor Certification. By submission of a proposal, the vendor certifies that:
 - A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
 - B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other vendor.
6. Preparation of the Proposal
 - A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, all instructions, and seek clarification in writing and examine its proposal for accuracy before submitting the proposal. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.
 - B. Each vendor shall furnish all information required by the RFP. The vendor should refer to Section 5 which contains the proposal submittal checklist, to ensure all required materials have been enclosed.

- C. Time, if stated as a number of days, will be calendar days.
- D. Shall, Will: Denotes the imperative
- E. May: Denotes the permissive

7. Explanation to Bidders

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by December 20, 2012 to:

Melba Davidson, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 105
Phoenix, Arizona 85007-3231
Email: mdavidson@courts.az.gov
Fax: (602) 452-3735

The questions and responses will be posted to the Arizona Judicial Branch website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.azcourts.gov/adminservices/Procurement.aspx>.

8. Submission of Proposal

- A. Sealed proposals are due on or before 3:00 P.M. Arizona Time on January 18, 2013 to Melba Davidson, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one original and four (4) copies of each proposal.
- D. Vendors submitting a proposal shall indicate the vendor's name and the RFP number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.
- F. All responses and accompanying documentation will become the property of the Court at the time the proposals are opened.

9. Public Opening

A public opening of proposals shall be held at 3:00 P.M., Arizona Time on January 18, 2013 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor provides a reasonable basis, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Presentations

The Court may request oral presentations or product demonstrations for purposes of clarification or to amplify the materials presented in any part of the proposal. Bidders shall be accorded fair treatment with respect to any opportunity to make a presentation or demonstrate their product. Any presentation or demonstration requested will be considered part of the proposal and as such must be paid for by the vendor. The Court will not reimburse for costs related to the development or delivery of any proposals.

11. Contract

A contract may be entered into with the responsible vendor whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit. The contract will be effective for a two-year term beginning on July 1, 2013 and ending on June 30, 2015, and may be extended at the same prices for two additional two-year terms by mutual agreement of the parties.

12. References

Vendors shall provide the name and contact information of at least three (3) customers currently using the solution or product set being proposed. Reference information should include the following data: 1) client name and address, 2) primary contact, telephone number, and email address, 3) length of relationship with client. The Court shall have the option to contact these customers at its discretion.

SECTION 3 SPECIFICATIONS

1. INTRODUCTION

In November 1992, a constitutional amendment was adopted by Arizona voters that established a permanent Judicial Performance Review (“JPR”) program. The Arizona Constitution, Article VI, Section 42, provides in part:

The Supreme Court shall adopt, after public hearings, and administer for all justices and judges who file a declaration to be retained in office, a process, established by court rules for evaluating judicial performance. The rules shall include written performance standards and performance reviews which survey opinions of persons who have knowledge of the justice’s or judge’s performance.

In 1993 the Commission on Judicial Performance Review (“Commission”) was created to administer the constitutional mandate. Standards for judicial performance and rules of procedure were developed by the Commission and adopted by the Supreme Court. The Commission also developed a process for surveying people having knowledge of judges’ performance.

2. OVERVIEW

The JPR survey process is conducted on an ongoing basis for appellate court justices and judges and in each general election year for superior court judges in Maricopa, Pima and Pinal counties. Survey forms are distributed to jurors, litigants, witnesses, attorneys, and others who have contact with or appear before judges. Survey responses are mailed directly to an independent data center (the vendor) for tabulation.

Compiled survey results (data reports) are provided to the Commission for its use in making findings as to whether each justice and judge reviewed meets or does not meet judicial performance standards. The Commission makes findings in general election years for those justices and judges who are up for retention election. Approximately one-half of the total number of justices/judges are subject to the retention process in any given cycle.

3. SERVICE REQUIREMENTS & DELIVERABLES

As set out with more specificity below, the selected vendor shall:

- 1) receive completed survey forms;
- 2) encode and input numerical survey responses and, when necessary, encode and retype written comments received;

- 3) compile encoded numerical survey responses and encoded written comments into data reports;
- 4) compile composite score reports for JPR voter information;
- 5) populate website database as specified for loading to the Commission's website, access to the database can be found on the following website: <http://www.azcourts.gov/adminservices/Procurement.aspx>; and
- 6) consult with the Commission, Commission workgroups, and Commission staff at the discretion of the Commission.
- 7) provide list of deliverables

3.1 Survey Method: Commission staff prepares and mails survey forms to all respondent groups except jurors and litigants/witnesses. Juror and litigant/witness survey forms are prepared by Commission staff and distributed by superior court staff. Each respondent is limited to completing one survey form about any given judge.

Receive Survey Forms: The vendor shall receive completed, anonymous survey responses on appellate and superior court justices and judges. See Attachment #1, Survey Forms. The vendor should specify whether it will provide a mailing address and bill the Commission for survey postage or collect the surveys from a post office box established by the Commission.

Appellate Courts: Survey forms on appellate court justices and judges who have issued opinions or participated in oral arguments are distributed by the Commission on an ongoing basis throughout the duration of the contract. During the four-month survey period prior to a general election year, the Commission distributes surveys to staff, staff attorneys, peer judges and (if applicable) respondents who can rate the Chief Judge's or Chief Justice's administrative performance. There are currently 27 appellate judges and justices subject to performance review.

Superior Court: During the four-month survey period prior to a general election year, litigant/witness/pro per, juror, attorney, staff, and presiding judge surveys are distributed to those persons having contact with superior court judges in the Superior Courts in Maricopa, Pima and Pinal Counties. There are currently 136 superior court judges subject to performance review.

3.2 Encoding/Data Entry of Survey Responses: The vendor shall encode (see "Confidentiality" below) and input appellate and superior court numerical survey data into Access database(s) identified by the Court. In pre-election year cycles only, the vendor shall provide the Commission bi-weekly status reports of the number of survey forms received per judge during the superior court survey distribution period. The scoring scale that must be used for the website and for the score calculations on the data reports is 0-5. Section 3, 3.8 lists the proposed time schedule.

Appellate Courts: All survey responses for appellate court justices and judges will be returned directly to the vendor on an on-going basis throughout the duration of the contract. Since appellate court judges are surveyed continuously, the vendor will transfer data collected by the previous vendor at the inception of the new contract in July 2013 for inclusion in data reports.

Superior Court: During each survey cycle the year prior to each bi-annual general election, all survey responses for superior court judges will be returned directly to the vendor.

Accuracy: Proposals shall include a narrative description of the proposed data entry process including the services to be provided, quality control process, etc. A guaranteed accuracy rate, or at a minimum, a description of the vendor's safeguards for ensuring the confidentiality and accuracy of the data entry process, shall also be stated. Vendors are further asked to describe any recognition, awards or audits that demonstrate accuracy rates in prior projects that would indicate the vendor met or exceeded industry standards as to accuracy in data compilation.

Confidentiality: The vendor shall maintain the integrity and confidentiality of the survey process by compiling individual judges' survey data and preparing data reports using an encoding system to provide for anonymity. The nature of the JPR process and the fact that results are provided to voters for their use in election decisions requires that the integrity and confidentiality of the survey process and resulting reports be above reproach. Proposals shall provide narrative or commentary on procedures designed to ensure the confidentiality and accuracy of the vendor's work.

3.3 Compile Data Reports: The vendor shall, according to generally accepted statistical methods and techniques, compile numerical survey responses and retyped comments into data reports on individual judges and on superior court departments to the Commission in a form acceptable to the Commission. The vendor shall maintain confidentiality of data analysis and reporting by compiling and preparing individual judge's survey data using an encoded system which provides for anonymity (see "Confidentiality" above). Commission staff will provide confidential code numbers assigned to each judge or justice. The format of the data report is determined by the Commission. See Attachment #2, Data Report Formats.

Appellate Courts: Data reports will be compiled for appellate court judges at the midpoint of each judge's appointment period (midterm) and for those appellate justices and judges up for retention election in general election years, or at the request of the Commission. There are currently 27 appellate judges reviewed.

Superior Courts: Data reports will be compiled on individual judges and on each superior court department in general election year cycles on all judges up for retention or midterm reviews. There are currently 136 superior court judges reviewed.

All Retention Judges: Composite Percentage Score reports will be compiled on individual judges reflecting the percentage of respondents rating the judge or justice “Satisfactory or Better” for insertion in the JPR report in the Secretary of State’s Voter Pamphlet. See Attachment #3, Composite Percentage Score Report Format.

All Retention Judges: An Access database populated as specified containing mean and percentage data for all retention judges shall be transmitted by June 30 of each election year.

3.4 Compile Comment Reports: The vendor shall encode and retype any handwritten or typed respondent comments contained in the survey forms. Vendor will provide respondent comment reports in which verbatim answers to the open-ended comment questions are cleaned for misspellings, punctuation, and any information that might allow the judge to identify the writer. Vendor will also identify multiple comments from a single respondent as being from the same survey. In the 2012 survey cycle, approximately 5,600 comments were retyped and reported. See Attachment #4, Survey Comment Report Format

A report showing the distribution and return rates for the 2011-2012 survey distribution period is provided for bidders to estimate of the number of survey responses to be tabulated during the duration of the proposed contract. See Attachment #6, 2012 Survey Statistics.

3.5 JPR Data Mapping: AOC will provide an Access database. The vendor will populate this database with survey data. Enter survey data in two tables. Two additional tables are included in order to look up the ID values for judges and questions.

Reference Tables	To Populate
Judge Question	JudgeYear QuestionRating

For each judge:

1. Look up the *JudgeID* for the given judge in the Judge reference table
 - a. If the Judge does not exist, contact the AOC for an updated reference table
2. Create a new row in the **JudgeYear** table

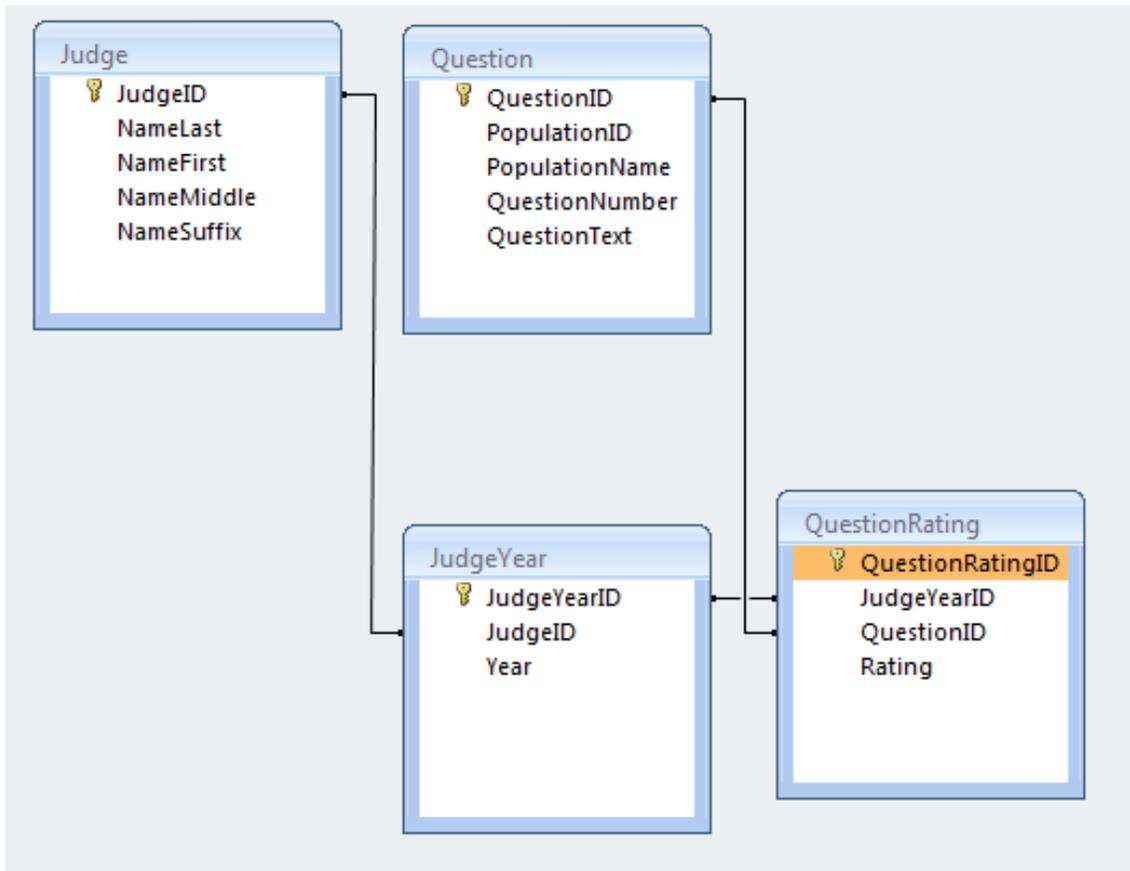
- a. *JudgeYearID* – autonumber identity field.
Save the number created, for use in the ratings table
- b. *JudgeID* - enter the *JudgeID* previously retrieved in step 1
- c. *Year* - Retention election year (defaults to 2014)

For each survey form:

1. For each survey question, create a new row in the **QuestionRating** table
 - a. *QuestionRatingID* - autonumber identity field
 - b. *JudgeYearID* – enter the *JudgeYearID* created for the judge in the JudgeYear table
 - c. *QuestionID* – look up the *QuestionID* for the current question in the Question reference table, based on *PopulationName* (ex: Juror, Litigant Witness) and *QuestionNumber*
 - If the question text is not an EXACT match, contact the AOC for an updated reference table
 - d. *Rating* – enter a numerical value representing the survey question response

no response	NULL
Unacceptable	0
Poor	1
Satisfactory	2
Very Good	3
Superior	4
Can't Rate	NULL

Data Entry Database Diagram: This database is used to populate data from survey forms into a format that can be easily imported into the current AOC data structure.



3.6 Consulting: The vendor shall consult with the Commission, Commission workgroups, and Commission staff at the discretion of the Commission.

3.7 Deliverables:

The vendor shall be responsible for providing the following:

- 1) A schedule for downloading reports to Commission staff, beginning with appellate judge reports.
- 2) Reports containing both FREQUENCY (MEAN) and PERCENTAGE data reports for each individual justice or judge, total department reports, and presiding judge/chief judge reports, in the format set out in Attachment #2.
- 3) Transmission of all data for retention judges in the provided Access database populated as specified to enable loading the data to the Commission's website www.az.judges.info (see 2012 judge data reports) by June 30 of each election year.

- 4) One set of reports which contain all FREQUENCY (MEAN) and PERCENTAGE data reports and comments emailed to the applicable AOC staff member.
- 5) Transfer of original judge surveys to Arizona State Library, Archives and Public Records, using labels and manifests provided by Commission staff.

3.8 Proposed JPR Time Schedule

(Note: Time frames are approximates and subject to change based on statute or rule.)

September-December 2013	Survey form distribution for all SUPERIOR COURT judges; vendor begins receiving survey responses; vendor receives on-going appellate survey data that has been received and entered by prior vendor.
January 2014	AOC staff provides code numbers to vendor and sets report download schedule.
March 14, 2014	Cutoff date for survey receipts by vendor.
April 10, 2014	Final receipt of data reports from vendor including Composite Percentage Score reports on all retention judges.
June 30, 2014:	Transmission of all data on 2014 retention judges in provided Access database in specified format for loading to Commission's website.
January 2015	Transfer of original surveys to Arizona State Library, Archives and Public Records

SECTION 4 PROPOSED VENDOR FEE SCHEDULE/COSTS

(NOTE: Proposals should be provided on a standardized Pricing Sheet as shown in Attachment #3)

Appellate Courts: Vendors should propose costs on a “per item” basis (item=one completed survey form, including comments, or one individual data report) for the following services:

- 1) receiving and encoding each of the following APPELLATE court survey forms:
 - a) oral argument
 - b) attorney
 - c) superior court judge
 - d) peer
 - e) staff
 - f) chief judge
 - g) staff attorneys
- 2) data entry of all numerical APPELLATE court survey responses;
- 3) transcribing written APPELLATE court survey responses (“comments”);
- 4) providing FREQUENCY (MEAN) and PERCENTAGE APPELLATE court data reports at the request of the Commission;
- 5) Providing COMPOSITE PERCENTAGE SCORE reports for retention judges and justices.

Superior Court: Vendors should propose costs on a “per item” basis (item=one completed survey form, including comments, one individual data report, or one departmental mean or frequency report) for the following services:

- 1) receiving and encoding each of the following SUPERIOR court survey forms:
 - a. attorney
 - b. litigant/witness/pro per
 - c. juror
 - d. staff
 - e. presiding judge
- 2) data entry of all numerical SUPERIOR court survey responses;
- 3) transcribing written SUPERIOR court survey responses (“comments”);
- 4) providing FREQUENCY (MEAN) and PERCENTAGE SUPERIOR court data reports at the request of the Commission.
- 5) providing COMPOSITE PERCENTAGE SCORE reports for retention judges.

Vendors should propose any other costs, such as postage for returned surveys, preparation and transmission of all data in the provided Access database in specified format for website, consultation (meetings, phone calls, etc.), data analysis, programming, etc., on a “per hour” basis.

Vendors should describe in detail the planned quality control process, to address checking numerical data for accuracy, proofreading transcribed comments for typographical errors, ensuring data is attached to correct judge, and ensuring surveys returned and entered are correct as to year. The planned system for internal audits to ensure accuracy in these factors should also be described.

**SECTION 5
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and four (4) copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 3:00 P.M. Arizona Time on January 18, 2013.
 - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 6).
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criteria	Relative Importance
A. EXPERIENCE: <ul style="list-style-type: none">▪ Does the proposal demonstrate the vendor possesses the experience, knowledge, skills and resources necessary to conduct the project?▪ Do the narratives demonstrate satisfactory vendor performance with respect to accuracy and confidentiality in prior projects?▪ Are the references substantive, reflecting like projects? Are most of the comments positive?	50%
B. PRICING:	40%
C. CONFORMITY TO EXPECTATIONS: <ul style="list-style-type: none">▪ Does the vendor stay within the parameters outlined in the RFP?▪ Does the vendor adequately cover all points discussed in the specifications?	10%

SECTION 6 PROPOSAL SUBMITTAL DOCUMENTS

The following materials must be submitted as part of a vendor response:

1. Proposal Submittal Letter (see page 17).
2. Three references (see page 18).
3. Vendor Profile (see page 19).
4. Proposal pricing sheets (Attachment 5).
5. A description of exceptions (if any) to the sample contract terms provided in Section 7 of the RFP. Any exceptions to the sample contract terms must be noted in the vendor response.
6. A list of related projects completed.
7. A description of safeguards or vendor procedures designed to ensure confidentiality.
8. A description of safeguards or vendor procedures designed to ensure accuracy.
9. A statement guaranteeing vendor's ability to meet JPR time schedules.
10. Additional Data (any additional descriptive/narrative data the vendor wants to submit in support of its bid).

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Ms. Melba Davidson
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Ms. Davidson:

In response to your Request for Proposals (RFP) number 12-07, the following response is submitted.

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. my company will comply with the requirements set forth in the RFP;
3. the materials requested by the RFP are enclosed;
4. all information provided is true, accurate, and complete to the best of my knowledge;
5. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

Signature of Authorized Official _____ Date _____

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES
(Use as page 2 of proposal)

Vendors shall provide at least three (3) references. Provide information about services of the nature described in this RFP provided to various judicial departments. (If none to judicial departments, then describe entities that were receiving similar services.) Please provide the following information for each reference:

- CLIENT NAME:** Identify the name of the client or site as appropriate.
 - CONTACT NAME:** Identify the contact at the client or site.
 - CONTACT INFORMATION:** Provide the address and telephone number where the client or contact can be reached.
 - PROJECT DESCRIPTIONS:** Attach brief descriptions of projects performed for the references provided.
 - DATES OF SERVICE:** Indicate the dates that service was provided. If service is currently being provided, indicate the term of the service agreement.
-

1. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

2. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

3. Client Name: _____
Address: _____
City/State/Zip Code: _____
Primary Contact: _____
Telephone Number: _____
Email Address: _____
Length of Relationship with Client: _____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

Identify and comment on any partnership(s) or subcontract(s) with other vendors.

SECTION 7

PERSONAL SERVICES CONTRACT

The successful bidder will be required to sign a contract containing substantially the same terms and conditions as presented in this Section. Any exceptions to the contract language must be listed in the response.

This Contract is made by and between the ARIZONA SUPREME COURT, herein referred to as "Court," located at 1501 W. Washington, Phoenix, Arizona 85007, and _____, herein referred to as "Contractor," a _____ doing business at _____.

Recitals

1. The Arizona Supreme Court, through the Administrative Office of the Courts, is responsible for administering a process for evaluating judicial performance for the State of Arizona, and pursuant to Article 6, Section 42 of the Arizona Constitution, must survey and report opinions of persons who have knowledge of the performance of judges and justices who file a declaration to be retained in office.

2. The Contractor specializes in analyzing primary and secondary data from surveys and other sources, and reporting survey results, and can perform the work specified in this Contract within the time limits established by the Court.

3. The Court desires to employ the Contractor to perform the work as described in Request for Proposal No. _____.

Now, therefore, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

Terms and Conditions

1. Duration of Contract

a. Duration. This Contract shall begin on July 1, 2013, and shall terminate on June 30, 2015.

b. Extension of Term. The Contract may be extended at the same prices for two two-year terms beyond the basic term by mutual agreement of the parties. To extend the term, Court shall provide written notice to Contractor of its desire to extend the Contract not less than 60 days prior to the expiration of the Contract term or any subsequent extension. If both parties agree, any extension shall be effected by an amendment to the Contract signed by both parties. Contract extensions are subject to the availability of funds.

2. Description of Services

Contractor shall receive completed survey forms, encode, input and compile numerical and written survey responses, consult with the Judicial Performance Review Commission, workgroups and staff, and provide other services as described in the attached proposal RFP #12-07 dated December 6, 2012; and Contractor proposal and attachments dated _____, 2013 which are incorporated herein by reference.

3. Payment for Services

Payments shall be made as the work progresses, no more frequently than once per month, upon submission of a detailed invoice by the Contractor for services performed. Court shall process and remit to Contractor within 30 days of the date of receipt of Contractor's correct invoice a warrant for payment of services. Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices.

4. Availability of Funds

Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of this contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Court for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under this Contract and shall keep the Contractor informed as to the availability of funds. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

5. Assignments and Subcontracts

No rights or obligations under this Contract shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.

6. Other Contracts

The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall cooperate fully with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

7. Confidentiality of Records

The Contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this Contract. Persons requesting such information shall be referred to the Court. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.

8. Ownership of Information

Title to all reports, information, or data, prepared by Contractor in performance of this Contract, shall vest with the Court. Subject to applicable state and federal laws and regulations, Court shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

9. Visitation and Inspection

Court representatives or other appropriate agents of the state or federal government shall, with timely notice to the Contractor, be entitled to review and inspect the Contractor's facilities, its program operation, and those records which pertain to the program funded by this Contract during the term of this Contract. Any reports prepared pursuant to this section shall be made available to Contractor upon request.

10. **Books and Records**

a. Retention. Contractor shall retain and shall require its subcontractors to retain all financial books, records, and other documents relevant to this Contract for five years after final payment or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by Court shall have full access to, and the right to examine, copy, and make use of any and all said materials.

b. Adequacy of Records. Contractor shall reimburse Court for services that are not adequately supported and documented in the Contractor's books and records for work performed under this Contract.

11. **Financial Audit**

At any time during the term of this Contract, the Contractor's financial operations related to this Contract may be audited by the Court, by auditors designated by the Court, or by any other appropriate agency of the state or federal government.

12. **Evaluation**

Court may evaluate any services provided by the Contractor and may assess Contractor's progress and success in achieving the goals and objectives described in the service section of this Contract. Evaluation reports shall be made available to Contractor upon request.

13. **Technical Assistance**

Court, upon request, shall provide technical assistance to Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within the Court's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the Contract.

14. **Indemnification**

Contractor shall indemnify, defend, save and hold harmless the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, and commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule,

regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Arizona Supreme Court, the State of Arizona, and their officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Court.

15. Insurance

A. Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate
\$2,000,000
 - Products – Completed Operations Aggregate
\$1,000,000
 - Personal and Advertising Injury
\$1,000,000
 - Blanket Contractual Liability – Written and Oral
\$1,000,000
 - Damage to Rented Premises
\$50,000
 - Each Occurrence
\$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$ 1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the Arizona Supreme Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Technology/Network Errors and Omissions Insurance

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and another type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis;
- Software design;

- Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:
1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Court or the State of Arizona, or their agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. §41-621(E).
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Court. Such notice shall be sent directly to Ms. Melba Davidson, 1501 W Washington, Suite 105, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of insurers:** Contractor's insurance is to be placed with companies duly licensed in the State of Arizona or that hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The Court and the State of Arizona in no way warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **Verification of Coverage:** Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Ms. Melba Davidson, 1501 W Washington, Suite 105, Phoenix, AZ 85007. The Court's contract number and project description shall be noted on the certificate of insurance. The Court reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the Court separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Court. Such action will not require a formal Contract amendment, but may be made by administrative action.

16. **Termination**

The Court may terminate this Contract under any of the following conditions:

a. **General Procedure.** The Court, in addition to other rights set forth elsewhere in the Contract, reserves the right to terminate this Contract, in whole, or in part, without cause, effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor. In the event of termination, the Contractor shall stop all work as specified in the notice of termination and immediately notify all subcontractors in writing to do the same. Contractor shall be paid the Contract price for all services and items completed up to the date of termination, and shall be paid its reasonable, actual costs for work in progress as determined by generally accepted accounting principles and practices. Upon such termination, the Contractor shall deliver to the Court a complete set of all documents, programs, and other information described in the Contract.

b. **Undue Influence.** The Court may, by written notice to the Contractor, also terminate this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing a

contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such Contract. If the Contract is terminated under this section, the Court shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers shall not be prohibited by this paragraph.

c. Conflicts of Interest. The Court may cancel this Contract without penalty or further obligation to the State pursuant to A.R.S. 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Court is received by all parties to this Contract, unless the notice specifies a later time.

17. Default

a. General Procedure. The Court, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract, in whole or in part, effective ten (10) days after mailing written notice of termination by certified mail, return receipt requested, to Contractor, if it is determined that the Contractor has failed to perform any requirements of this Contract or has failed to make satisfactory progress toward performance. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

b. Alternative Services. In the event the Court terminates this Contract in whole or part as provided in this section, the Court may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated, and unless the Contractor is a governmental agency, instrumentality, or subdivision thereof, it shall be liable to the Court for any excess costs incurred by the Court in obtaining such similar services.

c. Partially Completed Reports. If this Contract is terminated as provided herein, the Court, in addition to any other rights provided in this section, may require the Contractor to transfer title to and deliver to the state, in the manner and to the extent directed by the Court, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Court shall be at the Contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Court shall be in an amount agreed upon by the Contractor and the Court.

18. Recoupment of Contract Payments

a. Unearned Funds. Any unearned Court funds that have been paid to the Contractor and remain in its possession at the end of the Contract period, or at the time of termination of the Contract, shall be refunded to the Court within thirty (30) days thereafter.

b. Inappropriate Expenditures. The Contractor shall reimburse the Court for all Contract funds expended which are determined by the Court or the Auditor General not to have been spent by the Contractor in accordance with the terms of this Contract.

c. Audit Exceptions. If state or federal audit exceptions are made relating to this Contract, the Contractor shall reimburse all costs and fees of whatever nature incurred by the State of Arizona and the Court associated with defending against the audit exception or performing an audit or follow-up audit.

19. **Disputes**

Any dispute arising under the Contract shall initially be decided by the contract administrator. The contract administrator's decision may be appealed according to Court Administrative Policy 7.04. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract in accordance with the contract administrator's decision. Notice is provided of the arbitration requirements of A.R.S. §§ 12-1518 and 12-133.

20. **Warranty**

Contractor warrants that all non-service items furnished pursuant to this Contract shall be free from defects and shall conform to Contract requirements. Any items determined by the Court to be in nonconformity with this warranty shall be repaired or replaced, at the Court's option and at the Contractor's expense, for up to one (1) year following the completion or termination of this Contract.

21. **Infringement of Patents and Copyrights**

a. The Contractor, at its own expense, will defend any claim or suit which may be brought against the state for the infringement of United States patents or copyrights arising from the Contractor's or Court's use in its original form of any equipment, materials, or information prepared or developed by the Contractor in connection with performance of this Contract, and in any suit will satisfy any final judgment for such infringement. The Court will give the Contractor written notice of such claim or suit and

full rights and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the Court or the state may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of Contractor without written consent.

b. If in Contractor's opinion, the equipment, materials, or information mentioned here is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then, without diminishing Contractor's obligation to satisfy any final award, Contractor may, with the Court's written consent, substitute other equally suitable equipment, materials, and information, or at Contractor's option and expense, obtain the right for Contractor or the Court to continue the use of such equipment, materials, and information.

22. **Non-Discrimination**

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

23. Installation

Any order, acceptance or other document evidencing a purchase under this contract for equipment or software shall describe the responsibilities of the parties regarding installation of the goods ordered, including the establishment of the date of installation.

24. General Requirements

a. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes thereunder. Any action relating to this Contract shall be brought in an Arizona court. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply but do not require an amendment.

b. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

c. **Licenses and Permits.** Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.

d. **Independent Contractor Status.** Contractor is an independent contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the State of Arizona or the Court.

e. **Failure to Waive Compliance.** Acceptance by administration of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

f. **Certification of Employee Status.** Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee, except a bona fide employee maintained by Contractor to secure business.

25. Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.

a. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of Contractor's key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

c. The Court retains the legal right to audit and inspect the papers of any of Contractor's employee or subcontractor's employee who works on the contract to ensure that Contractor's personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph A.

26. Public Records.

The parties acknowledge that this Contract and supporting documents are public records subject to the requirements of Supreme Court Rule 123. Any provision requiring non-disclosure is limited to the extent necessary to comply with that rule. In the event a public records request is received for information which Contractor has designated as confidential or proprietary, the Court will notify Contractor as soon as possible.

27. Criminal History Check.

The Court may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

28. Notices

Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and Contractor's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Court:

Administrative Office
of the Courts
Human Resources Department
Arizona Supreme Court
1501 W. Washington, Suite 221
Phoenix, AZ 85007

Notice to the Contractor:

[Contractor & Address]

Attn: JPR Program Manager
Contract Administrator

Attn: _____
Contractor's Representative

29. Amendments and Waivers.

Amendments to this Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part

of this Contract shall be waived or modified without a written amendment to this Contract.

ARIZONA SUPREME COURT
Administrative Office of
the Courts

[Contractor's Name]

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

Social Security or Employer Identification
Number:_____

SECTION 8 ATTACHMENTS

Attachment 1: Survey Forms

Attachment 2: Data Report Formats

Attachment 3: Composite Percentage Score Report Format

Attachment 4: Survey Comment Report Format

Attachment 5: Pricing Sheet

Attachment 6: 2012 Survey Statistics

ATTACHMENT 1: SURVEY FORMS

Survey forms included:

Appellate:

- oral argument
- attorney
- superior court judge
- peer judge
- staff
- staff attorney
- presiding judge

Superior:

- attorney
- litigant/witness/pro per (English)
- litigant/witness/pro per (Spanish)
- juror
- staff
- presiding judge

ATTACHMENT 2: DATA REPORT FORMATS

Report formats Included:

- Appellate court mean data report for individual judge
- Appellate court percentage data report for individual judge
- Appellate court mean data report for all appellate judges
- Appellate court percentage data report for all appellate judges

- Superior court mean data report for individual judge
- Superior court percentage data report for individual judge
- Superior court mean data report for all judges on given bench* in given county
- Superior court percentage data report for all judges on given bench* in given county
- Superior court mean data report for all judges on given bench*, all counties
- Superior court percentage data report for all judges on given bench*, all counties
- Superior court mean data report for all judges in given county
- Superior court percentage data report for all judges in given county

- Presiding judge mean data report for individual judge
- Presiding judge percentage data report for individual judge
- Presiding judge mean data report for all presiding judges
- Presiding judge percentage data report for all presiding judges

*Reports are prepared for each of five benches: Civil, Criminal, Family, Juvenile and Other (e.g., special assignment)

ATTACHMENT 3: COMPOSITE PERCENTAGE SCORE REPORT FORMAT

**Commission on Judicial Performance Review
Composite Percentage Scores - Satisfactory and Above**

Superior Court in Maricopa County

Judge: **Hon. John Doe**

Evaluation Category	Attorneys	Litigants/ Witnesses	Jurors
Legal Ability	91%		
Integrity	92%	87%	100%
Communication Skills	94%	83%	95%
Judicial Temperament	80%	82%	94%
Administrative Performance	95%	95%	100%
Settlement Activities	94%		

Attachment 4: Survey Comment Report Format

**ARIZONA COMMISSION ON JUDICIAL PERFORMANCE REVIEW
Comments for Maricopa County Civil Court Judges – 2012**

Hon. Judge Sample		
Respondent Number	Group	Comments
1	Attorney	Judge was fair.
1	Attorney	Judge communicated well and analysis was thoughtful.
1	Attorney	Very good judge.
2	Attorney	His decisions so far seem fair.
3	Litigant/witness	Judge was very professional. It was a pleasure to be in his court.
4	Litigant/witness	I was very impressed with how he addressed my son as an adult in a wheelchair with a disability. He was very compassionate and polite.
5	Juror	Judge explained jury instructions very well.
5	Juror	Judge was very patient.
6	Staff	Judge is very patient and an excellent courtroom manager.
7	Staff	A remarkable jurist in nearly every category.

ATTACHMENT 5: PRICING SHEET

THIS PAGE MUST ACCOMPANY YOUR PROPOSAL

Provide pricing of all proposed services in a form substantially like the sample form provided below. Provide both itemized and total prices. Itemized costs shall include, but are not limited to, costs for data entry, data refinement, programming, preparation of reports, data analysis, quality assurance activities, and consultation with or training for the JPR Commission.

Costs for (1) data entry of multiple choice survey responses, (2) hand entry and cleaning of verbatim responses to open-ended questions, and (3) quality assurance must be detailed by activity and quoted in 'per survey' format.

ITEMIZED DETAIL OF PRICE ITEMS:			
<u>Item #</u>	<u>Description of Service/Task</u>	<u>Unit Cost</u>	<u>Total Cost</u>

ATTACHMENT 6: 2012 SURVEY STATISTICS

Respondent Category	<u>Sent</u>	<u>Returned</u>	Response <u>Rate</u>
Presiding Judge	850	389	46%
Appellate - Attorneys	10,310	1,978	19%
Appellate - Superior Court Judges	2,595	857	33%
Appellate - Peer Judges	98	96	98%
Appellate - Staff	296	112	38%
Superior Court - Attorneys	19,498	4,930	25%
Superior Court - Lit/Wit/Pro Per	18,815	2,413	13%
Superior Court - Jurors	2,753	1,257	46%
Superior Court - Staff	11,494	2,123	18%
Totals	66,709	14,155	21%