

**REQUEST FOR PROPOSALS  
STREAMLINED SALES TAX GOVERNING BOARD  
WEBSITE DEVELOPMENT AND HOSTING**

**Dates of Key Events**

1. Issuance of Specifications. October 31, 2006
  
2. \* Deadline for receipt of questions regarding this RFP. November 13, 2006  
**NOTE: THERE WILL BE A PRE-PROPOSAL CONFERENCE. IN ADDITION, RESPONSES TO ALL QUESTIONS RECEIVED BY THE DEADLINE WILL BE POSTED IN WRITING ON THE STREAMLINED SALES TAX WEBSITE, [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org).**
  
3. Posting of all questions received and responses to these questions November 20, 2006  
**NOTE: EFFORTS WILL BE MADE TO POST RESPONSES BY THIS DATE. VOLUME AND COMPLEXITY OF QUESTIONS RECEIVED MAY DELAY RESPONSES. ALL QUESTIONS AND RESPONSES WILL BE POSTED ON THE STREAMLINED SALES TAX WEBSITE [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org).**
  
4. Deadline for receipt of the formal Proposal: December 4, 2006  
**NOTE: PROPOSALS RECEIVED AFTER 5:00PM CST ON THIS DATE WILL NOT BE CONSIDERED.**
  
5. **Public opening of proposals:** **December 5, 2006 at 3:00 pm.**
  
6. Posting of intent to award December 18, 2006  
**NOTE: EFFORTS WILL BE MADE TO POST AN AWARD BY THIS DATE. NUMBER AND COMPLEXITY OF PROPOSALS RECEIVED MAY DELAY THE AWARD. NOTICE OF INTENT TO AWARD WILL BE POSTED ON THE STREAMLINED SALES TAX WEBSITE, [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org).**

\*To submit questions or request additional information, e-mail your written question/request to be received no later than the date and time shown in item 2 above. **ALL QUESTIONS MUST BE SUBMITTED BY E-MAIL.**

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E-MAIL QUESTIONS TO: [Scott.Peterson@taxadmin.org](mailto:Scott.Peterson@taxadmin.org)

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E-MAIL ONE COPY OF PROPOSAL TO: [Scott.Peterson@taxadmin.org](mailto:Scott.Peterson@taxadmin.org)

SEND SEVEN (7) CD-ROMs, EACH CONTAINING ONE COPY OF THE COMPLETE PROPOSAL, BY MAIL OR COURIER TO:

Scott C. Peterson  
Executive Director  
Streamlined Sales Tax Governing Board  
4205 Hillsboro Pike, STE 305  
Nashville, TN 37215

**NOTE: PAPER COPIES OF THE PROPOSAL WILL NOT BE ACCEPTED.**

## **1.0 GENERAL INFORMATION AND INSTRUCTIONS TO OFFERORS**

### **1.1 PREPARATION OF PROPOSAL**

All proposals should be complete and carefully worded and must convey all the information requested by the Streamlined Sales Tax Governing Board. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Streamlined Sales Tax Governing Board, and they alone, will be the judge as to whether that variance is significant enough to require them to reject the proposal.

### **1.2 RECEIPT OF PROPOSALS: TIMELINESS**

The required number of copies of the proposal must be submitted to and received by the Streamlined Sales Tax Governing Board no later than the date and time specified in this RFP. An Offeror mailing proposals on CD-ROM should allow a sufficient mail delivery period to insure timely receipt (i.e. receipt by that date and time) of their proposals by the Streamlined Sales Tax Governing Board. Any proposals received after the scheduled opening date and time will be immediately disqualified.

### **1.3 NUMBER OF PROPOSALS TO BE SUBMITTED**

Each Offeror must submit the proposal by e-mail as specified above. Each Offeror must ALSO submit seven (7) copies of the proposal, each on a separate CD-ROM. The Offeror must clearly mark on the envelope or wrapping containing the proposals the label "STREAMLINED SALES TAX WEBSITE DEVELOPMENT."

### **1.4 PROPOSALS SIGNED**

A signed letter of transmittal must accompany the proposals on CD-ROM. Unsigned proposals will be rejected.

### **1.5 PUBLIC OPENING**

A representative of the Streamlined Sales Tax Governing Board will open all proposals received in response to this RFP publicly at the time and place specified in the schedule of Date of Key Events, and will list, at that time, the name of each Offeror and make the list available for public inspection.

### **1.6 FORMAT FOR PROPOSALS**

Each proposal must be submitted in the following two parts:

The first part is the Offeror's Technical Proposal. Technical Proposals must be prepared in a manner designed to provide the Streamlined Sales Tax Governing Board with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. The Technical Proposal should be contained in a single file on the CD-ROM where practical. All documentation submitted with the Technical Proposal should be in electronic form and contained on the same CD-ROM where practical. Each response shall clearly indicate whether the Offeror's proposal complies or does not comply with the requirements of this RFP. The Offeror must explain in detail the method used to meet each requirement. Elaborate brochures and other promotional materials are not desired. The Offeror shall not include any cost information in the Technical Proposal.

The second part is the Offeror's Cost Proposal. The Cost Proposal must be clearly separated from the Technical Proposal, in a separate file on the same CD-ROM. The Offeror shall not include any technical information in the Cost Proposal.

### **1.7 ALTERNATE PROPOSALS**

An Offeror may submit more than one proposal. To be considered, each additional proposal must satisfy the requirements of this RFP. The alternative proposal(s) must be contained on a separate CD-ROM, must be labeled "Alternate Proposal", should address all the requirements of the RFP, or specify those portions that the alternate proposal would address, signifying that all other requirements would be accomplished as set forth in the RFP, and should include a separate Cost Proposal reflecting the total cost to the Streamlined Sales Tax Governing Board for the Alternate Proposal.

## **1.8 CONFIDENTIAL INFORMATION**

The Streamlined Sales Tax Governing Board will not present, or otherwise make available, any documents relating to this procurement to any other person, agency or organization other than those evaluating proposals for purpose of award until notification of intent to award. Commercial or financial information obtained in response to this RFP which is privileged and confidential and clearly marked as such will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of an Offeror supplying the information. Each Offerors, therefore, must visibly mark as "CONFIDENTIAL" each part of their proposal which they consider to contain proprietary information.

## **1.9 CONTACT LIMITATION**

By submission of a response to this RFP, Offeror agrees that during the period following issuance of the proposal and prior to the statement of intent to award, Offeror shall not discuss this procurement with any party except the contact listed on the front of this RFP or other parties designated in this solicitation. No Offeror may attempt to discuss or attempt to negotiate with a Streamline Member State any aspect of the procurement without the prior approval of the Streamlined Sales Tax Governing Board.

## **1.10 PROPOSAL CONSTITUTES OFFER**

By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document and any subsequent amendment.

## **1.11 COMPETITION**

The Offeror must advise the Streamlined Sales Tax Governing Board if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

## **1.12 OFFEROR'S DUTY TO INSPECT AND ADVISE**

Each Offeror shall fully acquaint himself or herself with the scope of this RFP. The failure of an Offeror to acquaint himself or herself with existing pre-contract conditions or post-contract consequences shall in no way relieve such Offeror of any obligation with respect to this proposal or to any contract resulting hereof.

Each Offeror must notify the Streamlined Sales Tax Governing Board of all costs reasonably expected. Failure on the part of an Offeror to inspect, familiarize themselves with, or otherwise gather information as to the total cost to the Streamlined Sales Tax Governing Board, will, in addition to any and all other remedies available, create cost difference liabilities and claims against the ultimately successful Offeror.

## **1.13 QUESTIONS**

Every effort has been made to insure that all information needed by an Offeror is included herein. If an Offeror finds that it cannot complete a proposal without additional information, it may submit written questions by e-mail to the Executive Director on or before the deadline set forth in the schedule of "Dates of Key Events", November 13, 2006. All questions and written replies will be distributed to all Offerors via the current Streamlined Sales Tax website, and will be a part of this solicitation.

## **1.14 AMENDMENTS**

If it becomes necessary to revise any part of the RFP, the Streamlined Sales Tax Governing Board will issue a written amendment. **THE STREAMLINED SALES TAX GOVERNING BOARD SHALL NOT BE LEGALLY BOUND BY ANY INTERPRETATION THAT IS NOT IN WRITING.**

## **1.15 OTHER WRITTEN BASIS FOR PROPOSAL**

If any of an Offeror's proposal has as its basis written statements (other than the RFP) provided to him or her by the Streamlined Sales Tax Governing Board, their officers, directors, agents or employees (such as notification of a change in the specifications), the Offeror must identify and include those statements in his or her proposal at the place or places applicable.

## **1.16 NOTICE AND POSTING OF AWARD**

The Streamlined Sales Tax Governing Board will post the Notice of Award or Intent to Award at the Streamlined Sales Tax website, <http://www.streamlinedsalestax.org>. The Streamlined Sales Tax Governing Board will make every effort to post the award by the date given on the front of the RFP, December 18, 2006. However, situations arising during the evaluation of proposals, such as the need for clarification from one or more Offerors, may delay this posting. The Streamlined Sales Tax Governing Board reserves the right to make no award resulting from this RFP if the Streamlined Sales Tax Governing Board determines that it is not in the best interest of the Streamlined Sales Tax Governing Board to make an award.

### **1.17 RIGHT TO PROTEST**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Streamlined Sales Tax Governing Board within ten days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the Request for Proposal, other solicitation document or amendment is at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Streamlined Sales Tax Governing Board within ten days of the date the notification of award or intent to award is posted.

Any protest must be submitted in writing to:  
Scott C. Peterson  
Executive Director  
Streamlined Sales Tax Governing Board  
4205 Hillsboro Pike, STE 305  
Nashville, TN 37215

The words “**PROTEST REGARDING STREAMLINED WEBSITE DEVELOPMENT RFP**” must be clearly marked on the envelope or wrapping. The text of the protest must set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

## **2.0 CONTRACTUAL OBLIGATIONS**

### **2.1 THE CONTRACT DOCUMENT**

Any contract resulting from this RFP shall consist of the following documents which are listed in order of precedence: (1) any amendment required to resolve any difference between the remaining documents, (2) any amendments to the original RFP in reverse order of issuance, (3) the RFP as issued by the Streamlined Sales Tax Governing Board, (4) any amendments to the successful Offeror's proposal accepted by the Streamlined Sales Tax Governing Board, (5) the successful Offeror's proposal.

### **2.2 PATENT AND COPYRIGHT LIABILITY**

If notified promptly in writing by the Streamlined Sales Tax Governing Board of any action (and all prior claims relating to such action) brought against the Streamlined Sales Tax Governing Board, Inc., its committees or employees, based on a claim that the Streamlined Sales Tax Governing Board, Inc., its committee's, or employee's use of the services or products offered, including software, infringes a United States patent or copyright, the Contractor will defend such action at its expense and will pay the costs and damages awarded in any such action, provided that the Contractor shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. The Streamlined Sales Tax Governing Board shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the Contractor without its written consent. If principles of government or public law are involved, the Streamlined Sales Tax Governing Board may participate in the defense of any action. If, in the opinion of the Contractor, the products furnished hereunder are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the Contractor may, at its option and expense, (a) obtain the right for the Streamlined Sales Tax Governing Board to continue to use such goods; or (b) substitute for the alleged infringing products other equally suitable products that are satisfactory to the Streamlined Sales Tax Governing Board; or (c) take back such products; provided

however, that the Contractor will not exercise option (c) until the Contractor and the Streamlined Sales Tax Governing Board have evaluated options (a) and (b). In such event, the Contractor will reimburse the Streamlined Sales Tax Governing Board for the purchase price of any goods or services removed pursuant to option (c).

### **2.3 OWNERSHIP OF DATA**

All data and other records entered into any database of the Streamlined Sales Tax Governing Board or its committees or supplied to the Contractor by the Streamlined Sales Tax Governing Board or its committees, or supplied by the public with intent to provide such data to the Streamlined Sales Tax Governing Board or its committees are, and shall remain, the sole property of the Streamlined Sales Tax Governing Board. Contractor shall not: copy or use such records without the Streamlined Sales Tax Governing Board's written consent except to carry out contracted work as described in this RFP, or transfer such records to any other party not involved in the performance of a contract with the Streamlined Sales Tax Governing Board; and will return submitted records to the Streamlined Sales Tax Governing Board upon completion of the work hereunder.

### **2.4 FORCE MAJEURE**

The Contractor shall not be liable for any damages resulting from any delay in delivery, or failure to give notice of delay, which directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Contractor. The delivery schedule shall be extended by a period of time equal to the time lost because of such delay.

### **2.5 TAXES**

Prices are to be exclusive of all sales, use, and like taxes. Any tax Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the Streamlined Sales Tax Governing Board, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the Streamlined Sales Tax Governing Board. It shall be solely the Streamlined Sales Tax Governing Board's obligation, after payment to the Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. The Contractor agrees to refund any tax collected which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority.

In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the Streamlined Sales Tax Governing Board to the Contractor, the Contractor shall be liable to the Streamlined Sales Tax Governing Board for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.

Taxes based on the Contractor's net income or assets shall be the sole responsibility of the Contractor.

### **2.6 WAIVERS**

No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

### **2.7 GOVERNING LAW**

This contract will be governed by the laws of the State of Indiana.

### **2.8 SEVERABILITY**

In the event any provision of this contract is held to be invalid or unenforceable, the remaining provisions of this contract will remain in full force.

### **2.9 UNIFORM COMMERCIAL CODE**

The applicable provisions of the Uniform Commercial Code shall govern this contract.

### **2.10 RECORDS RETENTION & RIGHT TO AUDIT**

The Streamlined Sales Tax Governing Board shall have the right to audit the books and records of the Contractor as they pertain to this contract. The Contractor shall maintain such books and records for a period of three (3) years from the date of final payment under the contract or the termination of contract, whichever is later.

The Streamlined Sales Tax Governing Board may conduct, or have conducted, performance audits of the Contractor. The Streamlined Sales Tax Governing Board may conduct, or have conducted, audits of specific requirements of this RFP (i.e., application development cost), as determined necessary by the Streamlined Sales Tax Governing Board.

Pertaining to all audits, the Contractor shall make available to the Streamlined Sales Tax Governing Board access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the Streamlined Sales Tax Governing Board.

#### **2.11 APPROVAL OF PUBLICITY RELEASES**

The Contractor shall not have the right to include the Streamlined Sales Tax Governing Board or any reference to Streamlined Sales Tax, in its published list of customers, without the prior approval of the Streamlined Sales Tax Governing Board. With regard to news releases, only the name "Streamlined Sales Tax Governing Board" and the type and duration of contract may be used, and then only with prior approval of the Streamlined Sales Tax Governing Board. If the Contractor is a Certified Service Provider or a Certified Automated System under contract with the Streamlined Sales Governing Board, then the Contractor may not advertise either the development or the hosting of the Streamlined Sales Tax website. The Contractor agrees not to publish or cite in any form any comments or quotes from any of the Streamlined Sales Tax Governing Board delegates, officers, directors or employees or the employees of Member States. The Contractor further agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Streamlined Sales Tax Governing Board.

#### **2.12 AFFIRMATIVE ACTION**

The Contractor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, sexual orientation, or physical handicap.

#### **2.13 LATENT DEFECTS**

The Contractor warrants that upon notification by the Streamlined Sales Tax Governing Board of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

#### **2.14 INDEMNIFICATION**

The Streamlined Sales Tax Governing Board, their officers, directors, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the Contractor's proposal.

#### **2.15 LIABILITY FOR DAMAGES**

The Streamlined Sales Tax Governing Board, their officers, directors, agents, and employees will not be liable for any damages to the Contractor resulting from loss of data or use, lost profits, or any incidental or consequential damages unless said damages are the result of gross negligence or willful misconduct by the Streamlined Sales Tax Governing Board, their officers, directors, agents, or employees.

The Contractor will be liable for damages resulting from personal injury or property damage caused by contractor's negligence or intentional harm.

## **2.16 COMPLIANCE WITH STATUTES**

During the term of the contract, the Contractor shall ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

## **2.17 INSURANCE**

The Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

## **2.18 LICENSES AND PERMITS**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by any applicable state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

## **2.19 RISK OF LOSS**

The Contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

## **2.20 CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE**

The Streamlined Sales Tax Governing Board will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this contract.

If the Contractor's services provided for in the contract include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

## **2.21 NON INTERFERENCE**

In the event the Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the Streamlined Sales Tax Governing Board under this contract, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to contractor, the Streamlined Sales Tax Governing Board will have the right to deal directly with the other supplier without penalty or interference from the Contractor.

## **2.22 SUBCONTRACTORS**

Subcontractors are subject to the same terms and conditions of this contract as the Contractor.

## **2.23 ASSIGNMENT**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Streamlined Sales Tax Governing Board.

## **2.24 ITEM SUBSTITUTION**

No substitutes will be allowed on purchase orders received from the Streamlined Sales Tax Governing Board without permission of the Streamlined Sales Tax Governing Board.

## **2.25 CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS**

Any change orders, alterations, amendments or other modifications shall not be effective unless reduced to writing and approved by the Streamlined Sales Tax Governing Board and the Contractor. All questions, problems, or changes arising after award of this contract shall be directed to the Executive Director.

## **2.26 COST SECTION CERTIFICATION**

The Offeror shall include the following in the cost section of any proposal: "I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost."

## **2.27 YEAR 2000 WARRANTY**

The Offeror shall represent and warrant that the products are designed to be used prior to, during, and after the calendar year 2000 A.D., and that the products will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century.

## **2.28 TERM CONTRACTS**

### **2.28.1 TYPE OF CONTRACT**

Any term contract or contracts will be awarded by the Streamlined Sales Tax Governing Board for the period indicated and in accordance with the provisions and conditions of this solicitation.

### **2.28.2 TERM OF CONTRACT/OPTION TO RENEW**

The initial term of this contract is one (1) year from the effective date as stated on the award document.. Unless the contract is terminated by either party at the end of the initial term, at the end of successive "contract" terms, or as otherwise allowed within this document (see termination clause), the contract will automatically extend at the prices, terms and conditions approved by the Streamlined Sales Tax Governing Board. Said extensions may be less than, but will not exceed, four (4) additional, one-year periods.

### **2.28.3 PRICES**

Prices under this contract are "not to exceed" prices. The Streamlined Sales Tax Governing Board is not authorized to pay more than the stated price. Contractors may offer, and the Streamlined Sales Tax Governing Board may accept prices below those listed on the contract.

### **2.28.4 PRICE ADJUSTMENT**

Any request for price increase must be submitted to the Streamlined Sales Tax Governing Board at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing, by the Streamlined Sales Tax Governing Board.

## **2.29 TERMINATION BY EXEXECUTIVE COMMITTEE**

### **2.29.1 NOTICE OF TERMINATION**

In the event of any termination of the contract, the Streamlined Sales Tax Governing Board shall give notice of such termination in writing to the Contractor. Notice of termination will be sent by certified mail, return receipt requested.

### **2.29.2 TERMINATION FOR NON-APPROPRIATIONS**

Funds for this contract are payable from funds made available to the Streamlined Sales Tax Governing Board. In the event no funds or insufficient funds are provided and budgeted in any fiscal year for payments due under this contract, the Streamlined Sales Tax Governing Board shall immediately notify the Contractor or its assignee, of such occurrence, and this contract shall create no further obligation of the Streamlined Sales Tax Governing Board as to such current or succeeding fiscal year, and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the year for which appropriations were received without penalty or expense to the Streamlined Sales Tax Governing Board of any kind whatsoever. After such termination of this contract, the Streamlined Sales Tax Governing Board shall have no continuing obligation to make purchases under this contract. No right of action or damages shall accrue to the benefit of the contractor or its assignee as to that portion of this contract, which may so terminate.

### **2.29.3 INSOLVENCY**



This contract is voidable and subject to immediate termination by the Streamlined Sales Tax Governing Board upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

#### **2.29.4 TERMINATION FOR CONVENIENCE**

This contract may be terminated for any reason by the Streamlined Sales Tax Governing Board providing a 90 day advance notice, in writing, is given to the Contractor. In the event that this contract is terminated or canceled upon request and for the convenience of the Streamlined Sales Tax Governing Board without ninety (90) days advance written notice, then the Streamlined Sales Tax Governing Board shall negotiate reasonable termination costs, if applicable.

#### **2.29.5 TERMINATION FOR CAUSE**

This contract may be canceled and terminated by the Streamlined Sales Tax Governing Board at any time within the contract period whenever it is determined by the Streamlined Sales Tax Governing Board that the Contractor has materially breached or otherwise materially failed to comply with its obligations hereunder. The Streamlined Sales Tax Governing Board will not be liable for any termination costs; the ninety (90) days advance notice requirement is waived.

#### **2.29.6 CONTRACT VIOLATION**

A violation of this contract by the Contractor will be considered a breach and may lead to cancellation of the contract for cause. The Contractor may be suspended or debarred from doing business with the Streamlined Sales Tax Governing Board. Examples of a Contractor's violations include, but are not limited to:

1. Contractor adding items to the contract without approval,
2. Contractor increasing contract price without approval, or
3. Misrepresentation of the contract to any Member State.

#### **2.29.7 ORDERLY TRANSFER OF MATERIALS**

Upon termination of the contract for any reason, the Streamlined Sales Tax Governing Board shall have the right, upon demand, to obtain access to, and possession of, all Streamlined Sales Tax Governing Board properties, including, but not limited to, current copies of all Streamlined Sales Tax Governing Board application programs and necessary documentation, all files, intermediate materials and supplies held by the contractor.

#### **2.29.8 TERMINATION BY CONTRACTOR**

Requests for termination of this contract by the Contractor must be received in writing by the Executive Director at least ninety (90) days before the requested contract termination date. Requests for termination must be sent to:

Scott C. Peterson  
Executive Director  
Streamlined Sales Tax Governing Board, Inc.  
4205 Hillsboro Pike, STE 305  
Nashville, TN 37215

### **2.30 SOFTWARE LICENSES**

#### **2.30.1 PROPRIETARY SOFTWARE**

Proprietary software is non-custom written, non-made for hire computer software supplied by the Contractor and documentation used to describe, maintain and use the software. Examples of proprietary software include operating systems, compilers, and software developed independently by the Contractor for commercial use prior to the start of this contract.

#### **2.30.2 LICENSE**

The Streamlined Sales Tax Governing Board is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

### **2.30.3 TITLE**

Title to any proprietary software provided by the Contractor to the Streamlined Sales Tax Governing Board will remain with the Contractor.

### **2.30.4 TRADE SECRETS**

The Streamlined Sales Tax Governing Board agrees that the proprietary software is a trade secret of the developer or Contractor. The Streamlined Sales Tax Governing Board agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the Streamlined Sales Tax Governing Board for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the Streamlined Sales Tax Governing Board without the prior expressed written consent of the Contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

### **2.30.5 SOURCE CODE**

Source code includes files used by assembly, basic, c or other language compilers or interpreters to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the Contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the Streamlined Sales Tax Governing Board with a copy of the source code for said proprietary software, at no expense to the Streamlined Sales Tax Governing Board.

### **2.30.6 EXPORT CONTROL**

The Streamlined Sales Tax Governing Board acknowledges that the products acquired hereunder may be licensable by the United States Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

### **2.30.7 CUSTOMIZED SOFTWARE**

Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the Streamlined Sales Tax Governing Board by Contractor and documentation used to describe, maintain and use the software.

### **2.30.8 TITLE**

Title to customized software vests in the Streamlined Sales Tax Governing Board. The Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the Streamlined Sales Tax Governing Board all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the Streamlined Sales Tax Governing Board in understanding, using, maintaining, and enhancing said customized software.

### **2.30.9 SOFTWARE TOOLS**

The Contractor shall provide to the Streamlined Sales Tax Governing Board, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the Streamlined Sales Tax Governing Board or their designees would require to maintain or enhance the customized software. The price for said tools and the cost to train Streamlined Sales Tax Governing Board personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the Streamlined Sales Tax Governing Board in response to this RFP.

### **2.30.10 ESCROW FOR SOURCE CODE**

In the event the Contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the Streamlined Sales Tax Governing Board shall be provided a copy of the source code for said software within thirty days at no expense to the Streamlined Sales Tax Governing Board.

For the effective term of this contract, Contractor shall provide, to a mutually agreed upon escrow agent, the most recent version of the source code on magnetic or optical media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. The Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. The Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the Streamlined Sales Tax Governing Board may not sell, assign, lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of the contractor, its successors, and assigns.

### **2.31 SUBMITTING CONFIDENTIAL INFORMATION**

**INSTRUCTIONS:** In determining whether to release documents, the Streamlined Sales Tax Governing Board will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the word 'CONFIDENTIAL' every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret, or (b) privileged and confidential. For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the words "TRADE SECRET" every page or portion thereof, that Offeror contends contains a trade secret. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the Streamlined Sales Tax Governing Board may, in its sole discretion, determine it non-responsive. If only portions of a page are protected, do not mark the entire page.

**CONSENT TO RELEASE:** By submitting a bid or proposal, Offeror (1) consents to the release of documents unless Offeror conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these bidding instructions as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. By submitting a bid or proposal, Offeror agrees to defend, indemnify and hold harmless the Streamlined Sales Tax Governing Board, their officers, directors, agents and employees from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the Streamlined Sales Tax Governing Board withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET."

### **3.0 EVALUATION CRITERIA**

The Streamlined Sales Tax Governing Board will evaluate all proposals according to the following criteria. Award will be made to the Offeror who best satisfies all three criteria.

### **3.1 TECHNICAL MERIT**

The degree to which an Offeror's proposal satisfies the requirements of this RFP; the adequacy and appropriateness of the technologies utilized; and the quality of the performance of the Offeror in satisfying the requirements of the RFP.

### **3.2 COST PROPOSAL**

The overall value of an Offeror's proposal to the Streamlined Sales Tax Governing Board. This is the evaluation of the total value of the quality of goods and services received for the cost proposed, and may not be the lowest cost proposal received.

### **3.3 VENDOR QUALIFICATIONS**

The ability of an Offeror to perform the services required by this RFP and to sustain a relationship with the Streamlined Sales Tax Governing Board as required by this RFP, based on factors including, but not limited to, Offeror's financial stability, length of time in business, and previous performance as indicated by references.

## **4.0 SPECIFICATIONS**

### **4.1 BACKGROUND AND BUSINESS NEED**

The Streamlined Sales Tax Governing Board is a multi-state organization created by state governments, with input from local governments and the private sector, to simplify and modernize sales and use tax collection and administration.

The goal of the Streamlined Sales Tax Governing Board is to work with states to develop and implement a Streamlined Sales Tax System that includes the following key features:

- Uniform definitions within tax laws;
- Rate simplification;
- State level tax administration of all state and local sales and use taxes;
- Uniform sourcing rules;
- Simplified exemption administration for use- and entity-based exemptions;
- Uniform audit procedures;
- State funding of the system.

Coordinating the work of the Streamlined Sales Tax is a major and critical undertaking. Efforts have been made to publish needed information on [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org), the current Streamlined Sales Tax website. The complexity of the project combined with the associated documentation requires the existing website be redesigned to meet current and future demands.

#### **Who will use the Streamlined Sales Tax website?**

- Business and government officials involved in project development.
- Business entities or other interested persons in need of information about the Streamlined Sales Tax.
- Any seller using a technology model (models 1, 2, and 3) pursuing technical and policy requirements or completing the development and testing process outlined in the "Streamlined Sales Tax Implementation Guide, January 2006."
- Certified Service Providers and Certified Automated Systems submitting and receiving information from the member states through Testing Central.

#### **Who can use the Streamlined Sales Tax website?**

Anyone who chooses will be able to access the Streamlined Sales Tax website, although access to specific sections and documents within the website will be limited based on need and function. While the website is intended to be a comprehensive source of information on Streamline issues, it will also serve as the functional coordination medium for parties involved in Streamline work and for official notice of actions taken by the Streamlined Sales Tax Governing Board.

## **Benefits**

- The website serves as a comprehensive source of information on the Streamlined Sales Tax with documentation and other Streamlined Sales Tax related materials archived in a dynamic document repository.
- A version control process will ensure interested parties have up-to-date information.
- Events and activities will be calendared assisting in ongoing management while providing a degree of historical documentation.
- Development, testing, and certification will be better managed by having all related resources and tools in one on-line location.

## **4.2 DEVELOPMENT OF STREAMLINED WEBSITE**

### **4.2.1 TECHNICAL SPECIFICATIONS**

#### **4.2.1.1 DELIVERABLE COMPONENTS**

##### **As outlined in appendix A, deliverable components of this RFP include:**

- A) A web-based system by which Streamlined Sales Tax members, partners, and interested persons can find comprehensive information about the initiative including organizational structure, roles and responsibilities, supporting documentation, downloadable files, and ongoing management. The design, look, and feel of the User Interface must be approved by the Streamlined Sales Tax Governing Board.
- B) A relational database(s) to be used for membership management, site maintenance, calendaring and activities, list serves, and related documents.
- C) A system to control user access privileges. Granted privileges are based on roles and responsibilities including site administration and membership, calendar, activities, list serv, and document maintenance.
- D) Monthly or on demand reports/queries showing website usage statistics.

#### **4.2.1.2 DEVELOPMENT SOFTWARE**

The software must be developed in the Microsoft .Net environment or in a J2EE environment. The Offeror must justify the choice of development environment. The website must be developed and hosted utilizing industry standard, commercially available tools. The Offeror must list all tools to be used to develop and maintain the website, as well as the hosting platform hardware and software.

### **4.2.2 DEVELOPMENT ENVIRONMENT**

#### **4.2.2.1 LOCATION OF DEVELOPMENT**

All work must be done at the Offeror's location and utilizing hardware and software provided by the Offeror, unless explicitly agreed to by the Streamlined Sales Tax Governing Board.

#### **4.2.2.2 DEVELOPMENT CONTROL**

The Offeror must use all reasonable care to protect the integrity of the software during development. Use of a version and library control tool such as Microsoft Visual Source Safe is desired. The Offeror must describe the development environment to be used.

### **4.2.3 PROJECT MANAGEMENT**

#### **4.2.3.1 APPROPRIATE MANAGEMENT METHODOLOGY**

The Offeror must provide an experienced Project Manager to oversee the development of the website and serve as primary point of contact for the Streamlined Sales Tax Governing Board. The Offeror must follow an established Project Management methodology conforming to practices of the Project Management Institute. The Offeror must describe the methodology to be used.

#### **4.2.3.2 PROJECT PLAN**

Within one week of award, the Contractor must provide the Streamlined Sales Tax Governing Board with a written Project Plan for the development of the Streamlined Sales Tax website. This Project Plan must include at minimum the Project Charter, a work breakdown structure showing all proposed milestones and deliverables, and a listing of all project issues and risks.

#### **4.2.3.3 STATUS REPORTS**

The Contractor must provide weekly status reports to the Streamlined Sales Tax Governing Board during the development effort. These reports must be submitted by close of business each Monday and reflect status against the Project Plan as of close of business the previous Friday. Any falsification of these status reports or failure to inform the Streamlined Sales Tax Governing Board of issues impacting the deliverables or timeframe of the project may result in cancellation of the contract.

### **4.2.4 TESTING**

#### **4.2.4.1 TESTING PROCESS**

The Offeror must define, document and implement a testing process to ensure the website functions as expected. The Streamlined Sales Tax Governing Board will provide test data for the Contractor to use during development and unit testing.

#### **4.2.4.2 TESTING CORRIDNATION**

The Streamlined Sales Tax Governing Board will play an active role during system testing to verify correct operation of the system. The Streamlined Sales Tax Governing Board may allow certain taxpayers, Certified Service Providers and Certified Automated Systems to participate in the testing of the application and this must be allowed by the Offeror.

#### **4.2.4.3 TEST DATE**

The Contractor must be ready to test with the Streamlined Sales Tax Governing Board by date agreed upon between the contractor and Streamline Sales Tax Governing Board.

#### **4.2.4.4 ONGOING TEST ENVIRONMENT**

The Streamlined Sales Tax Governing Board anticipates that additional features and functionality may be added to the Streamlined Sales Tax website after the initial implementation. The Offeror must describe how the Offeror will provide a test environment for new development while safeguarding the integrity of the production website.

### **4.2.5 IMPLEMENTATION, ONGOING MAINTENANCE AND SUPPORT**

#### **4.2.5.1 HOSTING**

The Contractor must work with the Streamlined Sales Tax Governing Board to provide a detailed implementation plan, including but not limited to, orderly process to inventory, version control, and load all website materials, assignment of user rights and security, and verification of correct functionality. The Contractor must present an implementation plan to the Streamlined Sales Tax Governing Board for their approval by the beginning of the test period, no later than December 18, 2006.

#### **4.2.5.2 SYSTEM DEFECT CORRECTIONS**

The Contractor must respond to all reports of system defects for the duration of the contract (up to five years). The Contractor must correct all "severity one" problems (system not functioning, no workaround) within 48 hours; all "severity two" problems (system not functioning, workaround available) within five business days; all "severity three" problems (not impacting basic functionality) within ten business days.

#### **4.2.5.3 VERSION CONTROL**

The Contractor must make any modifications necessary for the duration of the contract (up to five years) to ensure that the system is compatible with current and supported versions and releases of the relevant operating system and other system software.

#### **4.2.5.4 FUTURE CHANGES**

From time to time, changes in legislation or in the Streamlined Sales and Use Tax Agreement may necessitate changes in the Streamlined Sales Tax website. The Contractor must make any and all such changes for the duration of the contract (up to five years) on a time and materials basis. When provided the specifications of the change required, contractor must provide an estimate of work effort and cost for the change, within five (5) business days.

### **4.3 HOSTING OF STREAMLINED WEBSITE**

The Streamlined Sales Tax Governing Board may host the Streamlined Sales Tax website itself or have the Streamlined Sales Tax website hosted by the Contractor. The decision will be made by the Streamlined Sales Tax Governing Board after review of the proposals.

#### **4.3.1 CONTRACTOR HOSTED - SPECIFICATION OF SERVICES REQUIRED**

If the Streamlined Sales Tax Governing Board decides to have the Contractor host the Streamlined Sales Tax website, the Contractor shall host the application software and repository database, and make the application available on a publicly accessible website. The URL of the existing website, [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org), will be used once the new site is developed, tested and approved.

#### **4.3.2 AVAILABILITY**

The Streamlined Sales Tax website must be made available on a 24/7 basis, with no more than two hours down time per month, including both planned and unplanned outage. The Offeror must state how that availability is to be provided, including all measures such as mirrored servers. The Offeror must show the ability to report availability to the Streamlined Sales Tax Governing Board on a monthly basis, and must indicate how availability is to be verified.

#### **4.3.3 ACCESSIBILITY**

The Streamlined Sales Tax website must meet the federal standards for website accessibility as defined in Section 508 of the Rehabilitation Act of 1973. All web pages, static or dynamically generated, must comply with priority 1 checkpoints as outlined in the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines 1.0 (<http://www.w3.org/TR/WCAG10/checkpoint-list.html>). The Contractor must test the Streamlined Sales Tax website with a commercially available accessibility monitor, and with a leading accessibility tool such as JAWS.

#### **4.3.3 TRAFFIC STATISTICS**

The Contractor must show the ability and report website traffic statistics to the Streamlined Sales Tax Governing Board on a monthly basis.

#### **4.3.4 SECURITY**

The Contractor must take rigorous provisions to prevent unauthorized alteration or damage to the Streamlined Sales Tax website and all related applications and databases. The Offeror must describe in detail all measures to be taken, including the use of firewalls, monitoring for intrusion detection, etc. (NOTE: this information will be kept confidential.)

#### **4.3.5 BACKUP AND RECOVERY**

The Contractor must provide and successfully test backup and recovery capabilities for the Streamlined Sales Tax website and related databases. The Offeror must describe this functionality, and the frequency of backup.

#### **4.3.6 DISASTER RECOVERY**

The Offeror must describe provisions for disaster recovery, including backup sites, secure offsite storage of website and related database backups, and timeframe for resumption of service.

#### **4.3.7 PERFORMANCE**

The Offeror must provide sufficient hardware and network capacity to ensure that all website functionality, including data access, file downloads, and online transactions, is performed within commercially acceptable response times. The Offeror must state the capacity that will be available for the website, and what tools and techniques will be used to continuously monitor website performance.

## **5.0 FORMAT FOR PROPOSAL IN RESPONSE TO THIS RFP**

### **5.1 FORMAT REQUIRED**

All proposals must follow the format described below. Failure to follow this format or to include required information will result in disqualification of the proposal. Promotional materials, such as sales brochures and technical manuals, are not required. Such materials may be included at the Offeror's discretion, but they will not be utilized in the evaluation of the proposal.

### **5.2 EXECUTIVE SUMMARY**

Each proposal must begin with an Executive Summary, briefly describing the Offeror.

### **5.3 COMPLIANCE WITH TERMS AND CONDITIONS**

The Offeror must include a statement of compliance with all terms and conditions stated in sections 1, 2, and 3 of this RFP. Any questions or concerns regarding any of these terms and conditions must be addressed to the Streamlined Sales Tax Governing Board as specified and by the date specified in Section 1. Non-compliance with any terms and conditions as stated in this RFP or as modified by response to questions as specified above will result in disqualification of the proposal. Any additional terms or conditions to be requested by Offeror must be stated in the Proposal. In the event that the Streamlined Sales Tax Governing Board is unable to come to terms with the apparently successful Offeror, the Streamlined Sales Tax Governing Board reserves the right to begin negotiations with the next most successful Offeror.

### **5.4 TECHNICAL PROPOSAL**

The Offeror must respond to each numbered requirement in Section 4, explaining in reasonable detail how the Offeror will comply with each requirement. The Offeror must provide all information requested in each numbered requirement. Failure to provide requested information will result in disqualification of the proposal.

### **5.5 RESUMES**

The Offeror must provide a complete resume for the proposed Project Manager and for all application development staff. Resumes must include educational background and complete job history for the preceding ten years. In addition, the Offeror must provide a complete resume for the individual(s) to be directly responsible for the hosting operation.

### **5.6 FINANCIAL**

The Offeror must provide evidence of financial stability, such as audited annual reports, balance sheet, profit and loss statement, or copies of tax returns for the three years immediately preceding the date of submitting a proposal. The Offeror must disclose any previous bankruptcies. The Offeror must also describe any changes in ownership, acquisitions, or mergers occurring in the last three years or currently pending.

### **5.7 REFERENCES**

The Offeror must provide a minimum of three (3) references from organizations for which the Offeror has completed essentially similar work. For each reference, the Offeror must provide the dates and a description of the work performed, available performance statistics such as availability and performance volume, and at least one contact individual. Both phone number and e-mail address must be provided for each reference contact. The Offeror must verify that phone numbers and e-mail addresses are current; inability to contact reference individuals may lead to disqualification of the proposal.

## **5.8 DEVELOPMENT AND HOSTING COST PROPOSAL**

### **5.8.1 COMPLETENESS**

The cost proposal must be in a separate section, and must be inclusive of all costs for the duration of the contract (up to five years). Costs must be provided separately for each of the five years. The Offeror must provide the rate basis for all costs, as well as "not to exceed" amounts. Annual increases for all rates are



limited to the greater of 5% or the actual increase in the Consumer Price Index (CPI) for the year in question.

#### **5.8.2 DEVELOPMENT**

The Offeror must itemize the basis for cost of the development effort, including hourly rates of all personnel and estimate of work effort based on the specifications provided in Appendix A; itemization of all hardware and/or software to be procured; and any and all ancillary costs.

#### **5.8.3 HOSTING**

The Offeror must itemize the basis for cost of the hosting service, including hosting rates, itemization of all hardware and/or software, the rate basis for any personnel costs not bundled into the hosting rate, and any and all ancillary costs.

#### **5.8.4 NOT TO EXCEED PRICES**

A maximum "not-to-exceed" amount, based on the rate structure and a maximum estimate of effort, must be provided for the contract term. The Streamlined Sales Tax Governing Board will not pay more than this maximum amount. A separate cost must be provided for all optional enhancements. The hourly rate for enhancements must be provided.

#### **5.8.5 PAYMENT INVOICING AND AMOUNT WITHHELD**

The Contractor may invoice the Streamlined Sales Tax Governing Board, and payment will be made, on a monthly basis. However, 10% of the invoiced amount for each month will be held in reserve. This final 10% will not be paid until the Streamlined Sales Tax website is successfully deployed at the host site.

#### **5.8.6 PENALTY FOR NON-OPERATION**

Requirement 4.3.2 states that the Streamlined Sales Tax website must not be unavailable for more than two hours per month. The Streamline Sales Tax Governing Board will assess the Contractor a penalty of 5% against the monthly hosting charges each additional hour or fraction of an hour of downtime in excess of two hours per month.

#### **5.8.7 PENALTY FOR LATE DEVELOPMENT**

Once the Contractor and the Streamlined Sales Tax Governing Board have agreed to the Project Plan, the Contractor will be assessed a penalty against the reserved 10% of 1% per day for each business day after the agreed on implementation date if implementation is delayed, unless the Contractor and the Streamlined Sales Tax Governing Board mutually agree that the delay was beyond control of the Contractor.

**Streamlined Sales Tax (SST)  
Conceptual Website Diagram Summary  
October 24, 2006**

**Introduction**

The goal of the site redesign is to simplify and restructure the current SST website adding dynamic elements for easy management and information sharing. Additional features will be added to provide a repository for all SST related information and create an environment where SST members and associates can conduct SST business.

This summary is a reflection of the SST Conceptual Website Diagram (Appendix A.1). It is divided into four sections: SST Home Page, Primary Entities, Standing Committees, and Site Resources. The intent of this document is to provide the developer with a vision of what is to be accomplished. How these items are to be accomplished will be defined by the developer.

**SST Home Page**

The SST home page serves as the entry point to centralized SST information. Basic information about the SST initiative can be found here, including a list of common questions, current activities, and links to related resources.

<b>Component</b>	<b>Purpose</b>	<b>Affected Pages/Resources</b>
<b>Streamlined Sales Tax (SST) Home Page</b>	<p>The SST Home Page serves as an introductory, high-level page to the SST Web Site. Items to be available on this page include:</p> <ul style="list-style-type: none"> <li>▪ A list of primary committees</li> <li>▪ Bylaws, Rules and Procedures</li> <li>▪ Progress/Updates (Summaries, reports, milestones and accomplishments)</li> <li>▪ Financial documents and agreements</li> </ul> <p>Other than current events, the SST Home Page will remain primarily static. A limited number of current events will be displayed on this page with a link to the Activities History page for additional information. Events are stored in the Activities Database and must be administratively updateable. Other documents may be housed in the Resource Database and accessible by a direct link.</p>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ SST Registration (External)</li> <li>▪ About SST</li> <li>▪ Site Map</li> <li>▪ Frequently Asked Questions (FAQs)</li> <li>▪ Current Activities</li> <li>▪ Governing Board (SSTGB)</li> <li>▪ Business Advisory Council (BAC)</li> <li>▪ State and Local Government Advisory Council (SLAC)</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Activities Database</li> <li>▪ Resource Database</li> </ul>
<b>About SST</b>	<p>High-level summary of SST. Items available on this page include:</p> <ul style="list-style-type: none"> <li>▪ Definitions</li> <li>▪ Mission</li> <li>▪ History</li> <li>▪ Contact information</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> </ul>
<b>Site Map</b>	Static listing of website pages	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> </ul>
<b>Frequently Asked Questions (FAQs)</b>	Static listing of frequently asked questions.	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> </ul>

Component	Purpose	Affected Pages/Resources
<b>Activities History</b>	A dynamic, comprehensive listing of events and activities of the SSTGB. A limited list of current activities is reflected on the SST Home Page with a link to the Activities History page for additional information. Events are stored in the Activities Database and must be administratively updateable.	Links: <ul style="list-style-type: none"> <li>▪ SST Home Page</li> </ul> Resources: <ul style="list-style-type: none"> <li>▪ Activities Database</li> </ul>
<b>FTA Website</b>	The SST Home Page will have a static link to the Federation of Tax Administrators (FTA) website. Information about FTA activities including the Tax Information Group for EDI Requirements Standardization (TIGERS) is available on this external website.	Links: <ul style="list-style-type: none"> <li>▪ FTA Website (www.taxadmin.org)</li> </ul>
<b>SST Registration</b>	The SST Home Page will have a static link to the Streamlined Sales Tax Registration System (SSTR).	Links: <ul style="list-style-type: none"> <li>▪ SSTR Website (www.sstrregister.org/sellers/Entry.aspx)</li> </ul>

### Primary Entities

The primary entities comprising the Streamlined Sales Tax project include the Governing Board, Business Advisory Council, and the State and Local Government Advisory Council.

Component	Purpose	Affected Pages/Resources
<b>Governing Board (SSTGB)</b>	The purpose of the Governing Board is to interpret the SST agreement, make necessary amendments, and provide issue resolution. The content of the Governing Board web page will include: <ul style="list-style-type: none"> <li>▪ Board membership list</li> <li>▪ Descriptions of full members, associate members</li> <li>▪ Lists and map of states with links to state web "Streamlined" sites</li> <li>▪ State contacts for questions</li> <li>▪ List Serv *</li> <li>▪ Calendaring/Registration *</li> </ul>	Links: <ul style="list-style-type: none"> <li>▪ SST Home Page</li> <li>▪ Business Advisory Council (BAC)</li> <li>▪ State and Local Government Advisory Council (SLAC)</li> <li>▪ Nominating Committee</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Finance Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Audit Committee</li> <li>▪ Certification Committee</li> <li>▪ Other Committees</li> </ul> Resources: <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Payment</li> <li>▪ Library</li> </ul>

\* Options will vary depending on user access level.

Component	Purpose	Affected Pages/Resources
<b>Business Advisory Council (BAC)</b>	<p>The purpose of the Business Advisory Council is to advise the Governing Board on matters pertaining to the administration of the SST agreement. These matters shall include, but not be limited to, admission of states into membership, noncompliance, and interpretations, revisions or additions to the SST Agreement.</p> <ul style="list-style-type: none"> <li>▪ Council membership list</li> <li>▪ List Serv *</li> <li>▪ Calendaring/Registration *</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> <li>▪ Governing Board (SSTGB)</li> <li>▪ State and Local Government Advisory Council (SLAC)</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Payment</li> <li>▪ Library</li> </ul>
<b>State and Local Government Advisory Council (SLAC)</b>	<p>The role of the State and Local Government Advisory Council (the "Council") is to advise the Governing Board on matters pertaining to the administration of the Agreement, including, but not limited to, admission of states into membership; noncompliance; and interpretations, revisions or additions to the Agreement. The Council will consider and respond to those matters referred to it from the Governing Board or its committees. The Council may also recommend items to the Governing Board for consideration. The Council will advise and assist the Business Advisory Council in its operations. The Council will provide a forum for state and local government officials not represented on the Governing Board to express their ideas and concerns and have a formal process to bring those concerns to the Governing Board.</p> <ul style="list-style-type: none"> <li>▪ Council membership list</li> <li>▪ List Serv *</li> <li>▪ Calendaring/Registration *</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> <li>▪ Governing Board (SSTGB)</li> <li>▪ Business Advisory Council (BAC)</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Payment</li> <li>▪ Library</li> </ul>

\* Options will vary depending on user access level.

## Standing Committees

Committees are template, data-driven pages that are created, altered, and deleted based on the needs of administration. Committees may have different requirements but should be constructed using a standard set of tools. A list of possible tools is included under the Site Resources section of this document.

Example: The Nominating Committee may have information available for general public viewing while having other 'works in progress' that should be shared only with committee members. The Nominating Committee page would use the Membership Database to identify who should have access to working documents as well as the Resource Database to access related documents. The committee may also need a calendaring component as well as a list serv for committee-related messages.

Instances of committees should be tagged to Primary Entities or to existing committees (sub committees) with a logical navigational flow. Creation and management of committees should be handled through an administrative interface by the site administrator and/or the committee chair.

<b>Component</b>	<b>Purpose</b>	<b>Affected Pages/Resources</b>
<b>Nominating Committee</b>	<p>The nominating committee is an eight-person delegation to the Governing Board. The President serves as member and chair of the nominating committee. Members serve one-year terms with no more than three consecutive terms. The committee actively seeks candidates for nominations as Officers and Directors of the executive committee as well as voting members at the annual meeting.</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Finance Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Audit Committee</li> <li>▪ Certification Committee</li> <li>▪ Other Committees</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>
<b>Compliance Review and Interpretations Committee</b>	<p>The Compliance Review and Interpretations Committee has the dual responsibility for: (1) recommending rules to the Governing Board to respond to statements of non-compliance, making recommendations to the Governing Board on applications of states for compliance with the Agreement, maintaining a Compliance Review Guide, reviewing all compliance review reports to determine any needs for reassessment, recommending findings of compliance or non-compliance to the Governing Board, and fulfilling such other responsibilities as specified in the Agreement or assigned to them by the Executive Committee; and (2) making recommendations to the Governing Board on matters involving interpretations, definitions, revisions or additions to the Agreement.</p> <p>The President, with the approval of the Executive Committee, shall annually appoint a Committee Chair and six committee members from the Member States of the Governing Board. Committee members must be executive or legislative branch employees of the Member State but are not required to be a delegate to the Governing Board.</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Nominating Committee</li> <li>▪ Finance Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Audit Committee</li> <li>▪ Certification Committee</li> <li>▪ Other Committees</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>

Component	Purpose	Affected Pages/Resources
<b>Finance Committee</b>	<p>The Finance Committee has the responsibility to prepare an annual budget, monitor finances, review contracts, establish banking procedures and other financial policies, and to recommend cost allocations for States for the Governing Board's approval. The Secretary-Treasurer shall act as Finance Chair. The Chair shall annually select four additional committee members to serve on the Finance Committee from the membership of the Governing Board.</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Nominating Committee</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Audit Committee</li> <li>▪ Certification Committee</li> <li>▪ Other Committees</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>
<b>Issue Resolution Committee</b>	<p>The Issue Resolution Committee has the responsibility to promulgate rules and to implement the issue resolution process outlined in the bylaws of the Streamlined Sales Tax Governing Board, Inc.. The President, with the approval of the Executive Committee, shall annually appoint an Issue Resolution Committee Chair and four committee members from the Member States of the Governing Board. Committee members must be executive or legislative branch employees of the Member State but are not required to be a delegate to the Governing Board.</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Nominating Committee</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Finance Committee</li> <li>▪ Audit Committee</li> <li>▪ Certification Committee</li> <li>▪ Other Committees</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>
<b>Audit Committee</b>	<p>The primary role of the Audit Committee is to formulate and perform audit processes as required by the Streamlined Sales and Use Tax Agreement (SSUTA).</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Nominating Committee</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Finance Committee</li> <li>▪ Certification Committee</li> <li>▪ Other Committees</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>

Component	Purpose	Affected Pages/Resources
<b>Certification Committee</b>	<p>The Certification Committee advises the Governing Board on matters pertaining to the evaluation, testing, certification and recertification of service providers and automated systems. The Committee will consider and respond to those matters referred to it from the Governing Board or its committees regarding evaluation, testing, certification or recertification. The Committee may also recommend items to the Governing Board for consideration.</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Nominating Committee</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Finance Committee</li> <li>▪ Audit Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Testing Central</li> <li>▪ Other Committees</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>
<b>Other Committees (Standing/Ad Hoc)</b>	<p>The President, with the approval of the Executive Committee, may establish such other standing or ad hoc committees as from time to time are deemed necessary or desirable, and may, with the approval of the Executive Committee, appoint Chairs to such Committees.</p> <p>Basic components of the committee:</p> <ul style="list-style-type: none"> <li>▪ Purpose</li> <li>▪ Committee membership list</li> <li>▪ Related documents</li> <li>▪ Status</li> </ul>	<p>Links:</p> <ul style="list-style-type: none"> <li>▪ Governing Board (SSTGB)</li> <li>▪ Nominating Committee</li> <li>▪ Compliance Review and Interpretations Committee</li> <li>▪ Issue Resolution Committee</li> <li>▪ Finance Committee</li> <li>▪ Audit Committee</li> <li>▪ Certification Committee</li> </ul> <p>Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ List Serv</li> <li>▪ Calendar</li> <li>▪ Library</li> </ul>

### Site Resources

The SST home page, primary entities and committees may require one or more of the following site resources.

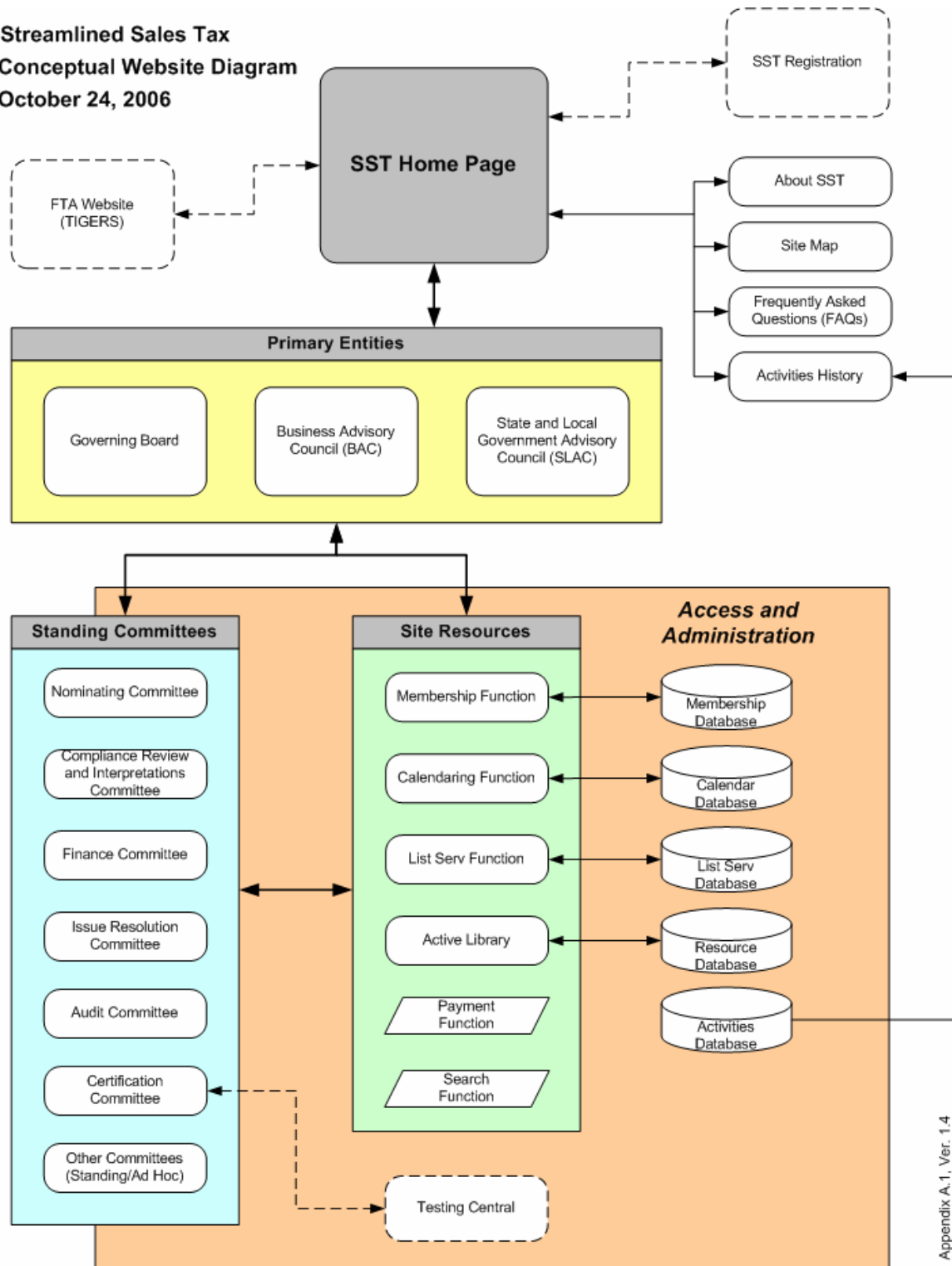
Component	Purpose	Affected Pages/Resources
<b>Membership Function</b>	<p>For all intents and purposes, this is a user's database. Membership lists, user access, and site administration would be managed using this resources. User levels could include:</p> <ul style="list-style-type: none"> <li>▪ Administrator</li> <li>▪ Power User</li> <li>▪ Member</li> <li>▪ Anonymous</li> </ul> <p>Available information and user options will vary on all pages throughout the site depending on page requirements.</p>	<p>Impacted Pages:</p> <ul style="list-style-type: none"> <li>▪ Site-wide</li> </ul> <p>Related Resources:</p>

Component	Purpose	Affected Pages/Resources
<b>Calendaring Function</b>	The calendaring component is a core function in the SST web site. All activities will be coordinated through this resource. Information about events including dates, locations, hotels, fees, payments, and related documents will be available through the calendar. Views should be specific to the entity or committee and presented information may vary depending on the members' user level.	<p>Impacted Pages:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> <li>▪ Governing Board (SSTGB)</li> <li>▪ Business Advisory Council (BAC)</li> <li>▪ State and Local Government Advisory Council (SLAC)</li> <li>▪ Standing Committees</li> <li>▪ Special Projects (to be determined)</li> </ul> <p>Related Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ Library</li> <li>▪ Payment</li> </ul>
<b>List Serv Function</b>	The SST will need the capability to establish long-term list servs. In addition, groups and committees may need to establish list servs for specific tasks or projects. Members may need to be assigned or have the ability to assign themselves to a list serv. Access to list servs will vary depending on membership level.	<p>Impacted Pages:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> <li>▪ Governing Board (SSTGB)</li> <li>▪ Business Advisory Council (BAC)</li> <li>▪ State and Local Government Advisory Council (SLAC)</li> <li>▪ Standing Committees</li> <li>▪ Special Projects (to be determined)</li> </ul> <p>Related Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> </ul>
<b>Active Library</b>	Like the calendar, the library is at the heart of the SST Web Site. Among other things, the library must take into consideration which files are uploaded, what version they are, who has access, how are they related to other documents, events or committees, and if they are time sensitive. SST, committee leadership, and other members as identified should have the ability to upload and manage files. Documents should be classified by membership level (open, secure, committee, committee secure).	<p>Impacted Pages:</p> <ul style="list-style-type: none"> <li>▪ SST Home Page</li> <li>▪ Governing Board (SSTGB)</li> <li>▪ Business Advisory Council (BAC)</li> <li>▪ State and Local Government Advisory Council (SLAC)</li> <li>▪ Standing Committees</li> <li>▪ Special Projects (to be determined)</li> </ul> <p>Related Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ Calendar</li> </ul>
<b>Payment Function</b>	Events and activities may have associated fees. A payment method will be interfaced with the calendar. Payment information will be submitted from the SST system to a third-party payment center/resource. The payment function must allow for both credit card and electronic check. Information about payments will not be retained within the SST site.	<p>Impacted Pages:</p> <p>Related Resources:</p> <ul style="list-style-type: none"> <li>▪ Membership</li> <li>▪ Calendar</li> </ul>



<b>Component</b>	<b>Purpose</b>	<b>Affected Pages/Resources</b>
<b>Search Function</b>	The SST web site will contain extensive search capabilities allowing users to identify items within static and dynamic web pages, the events database, and the document library. Results should vary depending on the membership level.	Impacted Pages:  Related Resources: <ul style="list-style-type: none"> <li>▪ Site-wide</li> </ul>
<b>Activities Database</b>	Activities are high level updates of current events and progress. These updates currently appear on the existing SST home page. Updates may be linked to related documents stored in the SST library or to other web pages.	Impacted Pages: <ul style="list-style-type: none"> <li>▪ SST Home Page</li> </ul> Related Resources <ul style="list-style-type: none"> <li>▪ Library</li> </ul>
<b>Testing Central</b>	An external administrative process to manage and document communication between member states, Certified Service Providers, Certified Service Provider candidates, Certified Automated System providers and/or Certified Automated System applicants regarding testing and changes.	Links: <ul style="list-style-type: none"> <li>▪ Certification Committee</li> </ul>

**Streamlined Sales Tax  
Conceptual Website Diagram  
October 24, 2006**



Appendix A.1, Ver. 1.4