

**STREAMLINED SALES TAX GOVERNING BOARD
REQUEST FOR PROPOSALS
FOR
DOCUMENT PUBLISHING**

The Executive Committee of the Streamlined Sales Tax Governing Board (Committee), acting under the authority of the Streamlined Sales and Use Tax Agreement (SSUTA), is soliciting proposals from responsible publishers to publish the SSUTA and associated documents (collectively, the SSUTA Documents) and to provide related services. The Committee will negotiate and enter into a contract for the continued publication of the SSUTA Documents, in various forms, with a publisher who will produce and distribute the publications and provide related services that are in the best interest of the SSUTA Governing Board.

Publishers are invited to submit a proposal according to the guidelines and information set forth below.

BACKGROUND INFORMATION

The SSUTA Documents, which are more fully described in section 1 of the Minimum Requirements below, are maintained by the Committee. Most of the SSUTA Documents are currently available on the web site of the SSUTA Governing Board, www.streamlinedsalestax.org. The SSUTA Governing Board intends to continue publishing some or all of the SSUTA Documents on its website for the foreseeable future.

The Committee does not currently intend to copyright the Streamlined Sales and Use Tax Agreement (SSUTA) itself, although it may do so at a later time. Third parties may use and reproduce the SSUTA without prior permission of the SSUTA Governing Board. The SSUTA Governing Board claims copyright ownership in the other SSUTA Documents, but it has not registered the copyrights with the United States Copyright Office. Third parties may use the other SSUTA Documents without prior permission, but only for educational and other purposes that conform to an attribution and use policy to be adopted by the SSUTA Governing Board. Permission will be required for third party use of the SSUTA Documents that do not conform to the policy.

The SSUTA Governing Board will likely meet between two and four times annually. Amendments to and interpretations of the SSUTA Documents can be made at any of the meetings.

GENERAL REQUIREMENTS

1. Issuing Office

- a. This Request for Proposals (“RFP”) is issued by:

Executive Committee
Streamlined Sales Tax Governing Board
C/o Scott Peterson
Executive Director
4205 Hillsboro Pike, STE 305
Nashville, TN 37215
Email: Scott.Peterson@taxadmin.org

- b. Scott Peterson, Executive Director, will serve as sole contact person concerning this RFP and is authorized to act on behalf of the Committee.

2. Intent to Propose

Each publisher who intends to submit a proposal shall submit a written Notice of Intent to Propose to the Committee by the date shown in section 4 below (“Schedule”). Submission of a Notice is not a prerequisite to submission of a proposal, but publishers who submit a Notice shall be sent any amendments or addenda to the RFP that the Committee issues.

3. Inquiries

- a. Any suggested revision, question, or comment about the RFP must be submitted in writing to the Committee within the time period described in section 4 below. The Committee shall respond in writing to each inquiry according to the Schedule. Each publisher who has filed an Intent to Propose shall receive a copy of each inquiry and response. The requesting publisher, however, shall not be identified. The Committee’s written response shall become an amendment to the RFP.
- b. Only a written amendment executed by the Committee will constitute the official position of the Committee and no other written representation shall bind the Committee. Notwithstanding any provision to the contrary, no oral representation by any personnel of the Committee or members of the Committee become part of the RFP, and a publisher may not rely upon an oral representation.

The sole method to amend this RFP is in writing signed by the Executive Director.

4. Schedule

a.	RFP Issue Date	October 30, 2006
b.	Pre-proposal Conference	Nov. 13, 3:00 pm
c.	Closing date for Receipt of Written Questions	November 17
d.	Committee Response to Written Questions	November 22
e.	Closing Date for Receipt of Written Proposals	December 1

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|----|-----------------------|---------------------|
| f. | Opening of Proposals | December 4, 3:00 pm |
| g. | Execution of Contract | December 18, 2006 |

The Committee reserves the right to revise the Schedule as it deems appropriate. All times listed in the schedule are Central Standard Time.

5. Pre-Proposal Conference

A pre-proposal conference will be held by teleconference on the date specified in the Schedule. The purpose of this conference is to clarify information in the RFP. Since impromptu questions will be permitted and answers provided, publishers should understand that the only official answer or position of the Committee is by written amendment signed by the Executive Director. Interested parties should contact the Executive Director for the telephone number and pass code for the conference call.

6. Cost of Preparing Proposal

The cost of developing a proposal is solely the responsibility of the publisher. The Committee shall not provide reimbursement for any costs incurred in preparing or submitting a proposal.

7. RFP Amendments

- a. The Committee reserves the right to amend the RFP at any time no later than five working days before the closing date for receipt of proposals. If the amendment is for the purpose of extending the time for the receipt of proposals, the amendment may be promulgated at any time before the previously published closing date or time.
- b. Notwithstanding the foregoing, the Committee may revise any provision of the RFP at any time if, in the Committee's sole discretion, a revision is necessary to ensure the legality of the provision or the RFP.

8. Economy of Preparation

Each proposal should be prepared simply and economically providing a straightforward, concise description of the publisher's abilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

9. Proposal Submission Requirements

- a. Each publisher may submit only one proposal. The submission of more than one proposal or the submission of multiple proposals in different forms, e.g., as a prime publisher and as a subcontractor to another prime

publisher, shall disqualify the publisher. However, it is acceptable for subcontractors to be listed by more than one prime publisher.

- b. All proposals shall be submitted by email and in a sealed envelope.
- c. Any submitted proposal shall remain a valid proposal for six months after the proposal due date or until the Committee executes a Contract, whichever is sooner. The Committee may, if the selected publisher fails to perform or the Contract is terminated within forty-five days of its initiation, award the Contract to another publisher.

10. No Contingent Fees

- a. No person or entity may be employed or retained or given anything of monetary value on a contingent fee basis to solicit or secure a Contract pursuant to this RFP, except bona fide employees of any publisher (including proposed subcontractors) or bona fide established commercial or professional entities retained by any publisher for the purpose of securing business.
- b. For any breach or violation of this section, the Committee may reject the proposal, annul or terminate the Contract without liability or, at its discretion, deduct from the Contract price or otherwise recover the full amount of any commission percentage, brokerage, or contingent fee, or other benefit from the publisher.

11. Delivery of Proposal

The publisher shall submit a proposal by email and shall deliver an original and (4) copies of the proposal, each on a separate CD-ROM to the Executive Director, by the date and time specified on the Schedule, at the following location:

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

Any proposals received after this date and time shall be returned to the publisher unopened. All written correspondence from a publisher required or allowed under this RFP should be delivered to this address.

12. Proposal Amendments and Rules for Withdrawal

- a. Before the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Committee. The

request must be signed by the publisher and delivered to the Executive Director.

- b. The Committee may accept any amendment or revision to a proposal before the proposal due date. Publishers wishing to provide supplemental materials for or corrections to a previously submitted proposal, or in any way to modify a previously submitted proposal before the proposal due date must withdraw their previously submitted proposal and submit a modified proposal.

13. Acceptance of Terms and Conditions

The submission of a proposal constitutes acceptance of the terms, conditions, criteria, requirements, and evaluations set forth in the RFP and constitutes a waiver of any and all objections to the contents of the RFP.

14. Acceptance of Proposals

- a. Each proposal properly submitted by a publisher shall be received and reviewed by the Committee. Each proposal which complies with the conditions of the RFP will be evaluated.
- b. The Committee reserves the right to request clarifications, corrections, or additional information. A request for clarification, correction, or additional information by the Committee shall be made in writing. A request for clarification, correction, or additional information may affect the publisher's cost of preparing a proposal. A publisher's written response to the Committee's requests for clarifications, corrections, or additional information, must be received by the Executive Director within five (5) working days of receipt of the request from the Committee unless the time is shortened or enlarged in writing by the Committee.
- c. The Committee reserves the right to waive minor variances in proposals if it concludes that a waiver is in the best interest of the SSUTA Governing Board.
- d. If the Committee waives minor variances in proposals, the waiver does not modify the RFP requirements or excuse the publisher from full compliance with the RFP specifications. In the negotiations on the Contract, the Committee may hold the publisher to strict compliance with the RFP requirements or specifications.

15. Opening of Proposals

Proposals will be opened by the Executive Director. At the time of the opening of the proposals, the Committee reserves the right to make public only basic information relating to the identity and address of the publishers.

16. Negotiations

After the proposal evaluation process has been completed and the Committee has selected a publisher with which to negotiate, the Committee shall notify the selected publisher. The Committee reserves the right to further negotiate all terms and conditions of the proposed Contract with the selected publisher.

17. Disposition of Proposals

- a. All properly submitted proposals become the property of the Committee and shall be available for public inspection after completion of evaluation of the proposals.
- b. The successful proposal shall be incorporated into the resulting Contract and shall be a matter of public record subject to the provisions of the SSUTA Governing Board's rules.
- c. The SSUTA Governing Board may use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

18. Analysis of Proposals

- a. Upon the completion of the evaluation process, the Committee may select a publisher with whom to negotiate a Contract. The Committee may negotiate with the publisher whom the Committee deems to offer the best value to the SSUTA Governing Board in light of the factors set forth in this RFP. If the Committee is unable to successfully negotiate with the publisher submitting the selected proposal, the Committee reserves the option of negotiating with another publisher without issuing another request for proposals.
- b. The provisions of any proposal submitted to and accepted by the Committee do not constitute a contract between the Committee and the publisher. The proposal constitutes a binding offer by the publisher, and the provisions of any proposal cannot be amended or altered by oral representation.
- c. Proposals should be submitted on the basis of an anticipated contract period of five (5) years with an option, exercisable by the Committee, to renew thereafter on a year-to-year basis. The Committee, however, retains the right to terminate the contract at any time for cause or for its

convenience, and such termination clauses will be included in the resulting Contract.

MINIMUM REQUIREMENTS

Listed below are the minimum requirements considered essential to the publishing of the SSUTA Documents:

1. Publisher responsibility

The publisher shall assume responsibility for the on-going publishing of the SSUTA Documents. The SSUTA Documents shall include, at a minimum, the SSUTA (the agreement as amended), the by-laws of the SSUTA Governing Board, and any procedural rules, interpretive rules, and interpretations adopted by the SSUTA Governing Board. The publisher must render and perform all services necessary for the preparation and publication of the SSUTA Documents, in all forms as further described below. Unless the proposal indicates otherwise, the publisher shall bear all editorial and publication costs, without any contribution, subsidy, or expense by the SSUTA Governing Board. The printing, binding, type font, and point size for the text of the sections shall be mutually agreed to by the Committee and the publisher.

2. Publication of the SSUTA Documents

At a minimum, the publisher shall include in all publications the following:

- a. Up-to-date versions of the SSUTA Documents as provided to the publisher by the Executive Director.
- b. Cross references to rules and official interpretations of the SSUTA;
- c. Notes regarding amendments to the SSUTA Documents and the effective dates of such amendments;
- d. Any annotations or supplementary material as determined by the publisher's editorial staff (with approval of the Committee) or as recommended by the Executive Director or the Committee.

3. Official Version

The SSUTA Governing Board shall designate the publication as the only Official Version of the SSUTA Documents. Persons wishing to access the Official Version of the SSUTA Documents will be directed to contact the publisher and the publisher shall provide copies of or access to the official version at published prices and in accordance with the terms of the Contract. Because the selected publisher will be publishing the Official Version of the SSUTA Documents, it is paramount that the publication be maintained accurately and up to date.

4. Non-exclusive rights

The selected publisher shall be granted non-exclusive rights to publish the SSUTA Documents during the term of the Contract. The SSUTA Governing Board reserves the right to publish or authorize the publication of unofficial versions of the SSUTA Documents at any time. The SSUTA Governing Board intends to continue publishing some or all of the SSUTA Documents on its website for the foreseeable future.

5. Publication time lines

The publisher shall publish the SSUTA Documents within thirty (30) days of execution of the Contract and receipt of the documents from the Executive Director. The publisher shall provide the Executive Director with a copy of the SSUTA Documents for the purpose of checking and verification of corrections no later than ten (10) business days prior to publication.

6. Inventory and customer lists

The selected publisher shall agree to negotiate the transfer of any remaining book and CD-ROM inventory in good faith with a successor publisher, and shall provide, without charge, the mailing addresses, telephone numbers, and email addresses for all customers who have been shipped copies of the SSUTA Documents during the Contract term.

7. Copyright

The Committee does not currently intend to copyright the SSUTA (the agreement as amended), although it may do so at a later time. Third parties may use and reproduce the SSUTA for any purpose without prior permission of the SSUTA Governing Board. The SSUTA Governing Board claims copyright ownership in the other SSUTA Documents, but it has not registered the copyrights with the United States Copyright Office. Third parties may use the other SSUTA Documents without prior permission, but only for educational and other purposes that conform to an attribution and use policy to be adopted by the SSUTA Governing Board. Permission will be required for third party use of the SSUTA Documents that do not conform to the policy.

In each published version of the SSUTA Documents, the publisher shall include the attribution and use policy of the SSUTA Governing Board on the copyright notice page or in another suitable location as agreed to by the Committee or Executive Director.

The publisher may copyright, in its own name, enhanced versions of the publications of the SSUTA Documents in accordance with the terms of the Contract between the publisher and the SSUTA Governing Board.

8. Publisher duties—CD-ROM and book form

The publisher shall:

- a. Publish the SSUTA Documents in CD-ROM and book form in a style and form that are consistent with industry customs for documents of similar type; the proposal shall state whether book publication will be in hardback, soft cover, or loose-leaf form (and may include alternative proposals for publication in various forms). Books and CD-ROMs may include other resources subject to the approval of the Committee. The publisher must render and perform all services necessary for the preparation and publication of the SSUTA Documents, and unless the proposal provides otherwise, shall bear all editorial and publication costs, without any contribution, subsidy or expense by the SSUTA Governing Board.
- b. Provide to the Executive Director, in memorandum or other form, a listing of editorial changes made in the SSUTA Documents prior to publication;
- c. Provide page proofs to the Executive Director for proofreading no later than ten (10) days prior to the printing of books and the creation of CD-ROMs;
- d. Provide a schedule of necessary deadlines prior to the time page proofs are provided to the Executive Director. The schedule shall be subject to the approval of the Executive Director to ensure adequate time for the review and proofreading of such material prior to publication.
- e. Furnish to subscribers and other purchasers errata notices of any material publishing errors contained in the SSUTA Documents, as discovered by the publisher or directed by the Executive Director. Such notices shall be produced and distributed in accordance with industry custom and tailored to redress the severity of the error.
- f. Furnish to subscribers and other purchasers, at published prices, periodic updates or new editions that include current versions of all SSUTA Documents.
- g. Provide the Committee with a list of subscribers and other purchasers of the SSUTA Documents upon the Committee's request.

9. Searchable database

If the publisher maintains a searchable database, the publisher shall make the SSUTA Documents available to subscribers in accordance with the standard practices of the publisher for documents of a similar type. Any such database shall publish the SSUTA Documents in their most current form, and the publisher shall make its best efforts to update the database within a reasonable time after receiving updates from the Executive Director.

10. Contract

The publisher shall enter into a Contract with the SSUTA Governing Board that includes the publisher's agreement to protect, indemnify, save and hold harmless the SSUTA Governing Board, as well as all of its officers, directors, agents, servants, and employees, from any and all claims, demands, expenses, and liability, and from any and all costs, expenses, and attorney's fees (including costs of work done by the SSUTA Governing Board's attorneys) incurred as a result of any errors in publishing the SSUTA Documents or the publisher's failure to comply with the terms of the Contract.

11. Good standing

Corporations and other organizations submitting a proposal must be fully qualified to do business in the State of Indiana and be in good standing under the laws of their state of organization.

PROPOSALS AND INFORMATION

Publishers are requested to submit proposals or statements as indicated below:

1. Acceptance

The publisher shall indicate the publisher's acceptance of or agreement to each of the minimum requirements listed in this RFP. If the publisher wishes to propose an alternative to any of the minimum requirements, the alternative must be clearly marked as an alternative or an exception to the requirement.

2. Update plan and editing

The publisher shall propose a plan for updating the SSUTA Documents. The publisher shall submit a memorandum or style sheet indicating which style instructions will govern editing of the SSUTA Documents. All proposals on style or revisions to the SSUTA Documents will be subject to approval of the Committee.

3. Retail Prices

The publisher shall include in the proposal, in a separate, sealed envelop, the suggested retail prices (or range of prices) for the SSUTA Documents, and any associated publications. This shall include prices for book copies, CD-ROM versions, and other forms of publication. If the publisher maintains a searchable database, the publisher shall describe how subscribers may access the SSUTA Documents and the price (or range of prices) that would be charged to subscribers for access and searching.

4. Problems and complaints

The publisher shall include a statement of practices and procedures to be followed in handling the problems and complaints of subscribers concerning any aspect of the publication, sale, editorial content, or indexing of the SSUTA Documents and for reporting to the Committee on these matters.

5. Requests to publish

The publisher shall include a statement of its practices and procedures for handling requests from authors for publishing portions of the SSUTA Documents in other publications.

6. User guide

The publisher shall include a copy of any proposed user's guide or similar document as a sample for the Committee to review in assessing how users will interface with the SSUTA Documents in CD-ROM, book, and database form.

7. Influence

The publisher shall indicate any marketing, lobbying, consulting, or other contracts or agreements for service entered into by the publisher with any person not an employee of the publisher to secure or to assist in securing this contract to publish the SSUTA Documents, and identify these persons.

8. Staff qualifications

The publisher shall submit qualifications in resume form of the principal editorial staff member who will be assigned to the publication of the SSUTA Documents and the number, qualifications, and experience of other editorial personnel to be so assigned. The resumes shall state the education, position in the firm, years and types of experience and the knowledge of sales tax law possessed by the principal editorial staff members. If the editorial staff members will not be devoting a major portion of the time (fifty percent (50%) or more) to this project, their other responsibilities shall be indicated.

OTHER CONSIDERATIONS

The Committee will consider suggestions for alternative approaches or additional services in excess of the requirements specified in this RFP.

ANALYSIS OF PROPOSALS

The following factors will be considered in judging all proposals:

1. Publishing and computer processing

Ability to perform the minimum requirements, including editing, production, and distribution of books, CD-ROMs, and databases containing the SSUTA Documents.

2. Publisher Experience and Qualifications

Experience of the publisher in producing and distributing similar publications, and coordinating editorial service with a commission or body similar to the SSUTA Governing Board.

3. Timely Publication Service

Reputation and experience regarding variances from original contracted specifications in producing publications and services within contractual time requirements, and editorial and production capacity of the publisher to handle amendments and interpretations within specified time periods.

4. Compliance with Minimum Requirements

Degree of compliance with minimum requirements and number or type of exceptions therefrom.

5. Additional Services or Products

Services, products, publications, or proposals offered by publisher to the Committee in excess of the minimum requirements and without impact on SSUTA Document pricing.

6. Retail Prices

Initial prices, proposed mechanisms for revising prices, price experiences with other state government publishing, and price stability as evidenced in ratios of current price to original contracted price.

7. Copies to Governing Board and Member States

Degree to which the publisher is willing to provide copies of the SSUTA Documents (in book and CD-ROM form), and access to searchable databases, to the SSUTA Governing Board and the state governments that participate in the Streamlined Sales Tax Project at no charge or at discounted rates.

8. Cost to Governing Board

Cost (direct and indirect) to the SSUTA Governing Board, the Committee and other personnel of performing the Contract and the services described in the RFP.

9. Perceived Ability to Perform Services

The publisher's resources, skills, and professional ability to perform the services required.