



# COUNTY OF ROANOKE

## FINANCE DEPARTMENT

### PURCHASING DIVISION

Kari Sutphin  
Buyer

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Roanoke, VA 24018  
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**March 9, 2018**

## REQUEST FOR PROPOSALS

**#2018-070**

### **Infor CloudSuite Human Capital Management (HCM) Implementation and Consulting Services**

for

Roanoke County

**Sealed Proposals Due:**

Monday, April 9, 2018

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Fourteen (14) bound complete copies

One (1) electronic copy (USB preferred)

# **RFP # 2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and Consulting Services**

## **GENERAL INFORMATION**

The County of Roanoke is seeking proposals from qualified Vendors to provide implementation and consulting services for the migration of HR Modules from Infor Lawson version 10 S3 to Infor CloudSuite Human Capital Management (HCM), as well as the migration to the Infor Cloud.

One unbound original, fourteen (14) bound complete copies and one electronic copy (USB FLASH DRIVE preferred) of the proposals, in a sealed envelope/package, will be received at and until **Monday, April 9, 2018, at 02:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Vendor to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Vendor unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and Consulting Services**" on the outside of the envelope/package. The Vendor assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Vendor authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Vendors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Vendors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Vendor to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

## **INTERVIEWS**

Participating firms should keep the following dates open for potential onsite interviews with the County:

**April 30 – May 11, 2018**

If chosen for consideration by the County for further interview and/or demonstration, such meetings are likely to be conducted during the dates above, at the Roanoke County Administration Building.

## **RFP QUESTIONS**

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Kari Sutphin, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8151  
[ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov)

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Vendor to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

## **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the County, any contact initiated by any Vendor with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Vendor from this procurement transaction.

## **SCOPE OF WORK**

The County of Roanoke is seeking proposals from qualified Vendors to provide implementation and consulting services for the migration of HR Modules from Infor Lawson version 10 S3 to Infor CloudSuite Human Capital Management (HCM), as well as the migration to the Infor Cloud. This implementation shall encompass Roanoke County, Roanoke County Public Schools, and Western Virginia Regional Jail Authority. At a minimum, this implementation shall encompass the GlobalHR Module to include the Teacher Contract Pay functionality. Other available CloudSuite HCM Modules, such as Talent Management, Talent Science, Learning Management, and Knowledge Base, need to be estimated as Optional Modules. The following specifications are provided for your review and consideration:

The implementation and consulting services team will be responsible for:

- Providing full lifecycle system implementation services that shall include at a minimum:
  - Project Planning and Management
  - Requirements Solicitation
  - Analysis and Solution Design
  - System Implementation and Configuration
  - System Testing and Quality Assurance
  - Training
  - Deployment and Go Live
  - Post Go Live Support
- Completing the agreed upon implementation and consulting services as agreed upon in the Statement of Work.

Proposals must include the hours of operation for the implementation and consulting services provided during the full term of the project.

The Vendor is expected to provide an implementation strategy that is comprehensive, fully integrated and articulated. A preliminary timeline encompassing key milestone dates for the project is to be developed including a draft of the consulting plan to be utilized. These items must be included in the RFP response, but can be altered upon mutual agreement between the chosen Vendor and the County.

The proposal must include, but is not limited to the following:

- Company Profile and Background

This section of the proposal shall provide information on the Vendor's company. The Vendor must be an Infor partner and must be in the business of providing professional services supporting the implementation and configuration of Infor CloudSuite HCM. The Vendor must have been in business for a minimum of 3 years. The Vendor must include in its response, a summary that describes your company's history, present operation and future business plans as they relate to providing implementation services for Infor. This section must include:

- Organizational Structure
- Total Number of Staff
- Staff Dedicated to Consulting and Implementation
- Staff Dedicated to Providing Managed Services Support if Applicable
- Number of Years in Business
- Number of Years as an Infor Partner
- Disclosure of any electronic data or systems breaches within the past five years for which Vendor was responsible director
- The Proposal **must** contain a completed copy of the attached **ROANOKE COUNTY PRICING FORM (RFP #2018-070)**. This can be located in the Related Documents section of the RFP Posing on the Roanoke County Purchasing under the Tab for Current Bid Opportunities.
- Project Team Profiles  
The Vendor shall provide profiles of the proposed team members that would be assigned to this project. The proposed project manager as well as all functional consultants that may be assigned to this project should be provided.
- Project Methodology  
The Vendor shall define a proven project implementation methodology that will be utilized to ensure the successful implementation of this solution. The content of this section shall be sufficient enough to provide the County with a comfort level that the Vendor has a well-defined, proven strategy for implementing projects of this scope and nature while limiting any type of proprietary information. The County is interested in using an iterative approach to implementation versus a classic sequential waterfall methodology. With this approach, the project would be implemented through a number of iterations that would be aligned with smaller segments of functionality. The County would prefer this approach as compared to doing all requirements, then all design, then all implementation in a classic waterfall implementation. This approach would provide the benefit of seeing functionality implemented from vision to realization in a very short period of time and would ensure the design meets the requirements without the passage of time resulting in significant risk.
- Project Planning and Management
  - Work in conjunction with Roanoke County's Project Manager to define scope, goals, roles, tasks, priorities and timing.
  - Create a project plan based on agreed upon dates and deliverables and provide updates to the project plan on a bi-weekly basis.

- Work with County Project Manager to create a Project Charter. This will include the Project Team and their responsibilities.
- Work with the County Project Manager to establish a fully defined communication plan.
- Organize and provide monthly updates to the project steering committee in the form of a PowerPoint. This update must include status of schedule, identification and status of risks, identification of any project scope issues, identification of any project resource issues, review of key tasks completed during the past month, review of upcoming key tasks for the upcoming month, and identification of any issues the Steering Committee should be made aware of.
- Provide a weekly status report to the County Project Manager to identify status of schedule and cost, to include Budget vs. Actual hours and dollars, and participate and provide input into project status meetings that will occur at least every two weeks and possibly each week as determined by the County's Project Manager.
- Requirements Solicitation
  - Identify the process that will be utilized to gather requirements to support the system implementation.
- System Analysis and Solution Design
  - Develop a Solution Design Document (SDD) for this project that clearly identifies how the defined requirements will be realized. At a minimum, the SDD will provide:
    - Functional design reflecting the components of CloudSuite HCM that will be utilized along with details of how these components will be configured or inputs/outputs from the configuration process.
    - Well-defined system architecture model reflecting the key components and how they interact. This model should clearly identify the Amazon Web Services (AWS) that will be relied upon and how the system will utilize these services.
    - System interface architecture clearly identifying the interface between CloudSuite HCM and Lawson S3 Payroll.
    - Security design reflecting a comparable security configuration to the existing Lawson S3 implementation fully reflecting how authentication and authorization will be handled.
    - The SDD will provide a detailed network diagram reflecting the positioning of the system components in the AWS network as well as the proposed integration with the County's network.
    - A Roadmap document comparing current functionality in use to the new proposed functionality.
- System Implementation and Configuration
  - Create functional and technical requirement specifications.
  - Create and implement the Security setup to match the existing functionality in version 10 S3.
  - Create and implement the Ming.le platform setup.

- Perform programming and development activities.
- Perform unit testing of every iteration to ensure all specifications are met.
- Perform conversion of all existing customized programs for benefit providers. The customized programs include six eligibility files, five data mapping tables, and one data conversion process.
- Address all needs identified during System Analysis and Solution Design for all existing integration currently in place.
- Perform data migration tasks with unlimited data passes.
- As needed, to support existing functionality, perform workflow configuration and implementation.
- Create temporary integration for S3 Payroll to correctly interact with GlobalHR, and perform integrated testing.
- System Testing and Quality Assurance
  - Define the process that will be utilized to accomplish unit, system, integration, and user acceptance testing.
  - Provide the outline for user acceptance testing. The agreement for acceptance is at a minimum to meet or exceed existing user functionality and baseline response time measurements.
  - Ensure the requirements as defined have been met and how the design has been realized.
  - Provide a complete test plan and process to include:
    - Test scripts with step by step details and clear pass/fail criteria.
    - The process for logging, correcting, retesting and tracking all defects.
- Training
  - Provide a catalog of recommended training for System Administrators, System Support, and End Users.
  - Provide training on all functionality. This training should include, but not be limited to: screens, fields, workflow, dashboards, etc.
  - Provide training on Infor Business Intelligence Reporting Tool, data structure, canned, and adhoc reports. Adhoc reports will be developed by internal resources.
  - Provide training on Security setup.
  - Provide training on Ming.le platform setup.
  - Provide training on the temporary integration for S3 Payroll to correctly interact with GlobalHR.
- Deployment and Go Live
  - Provide a complete plan and timeline of the deployment process.
  - Provide a plan for how risks will be addressed, to include mitigation strategies.
- Post Go Live Support
  - Define and provide a plan for post Go Live support that ensures official business system support during normal business hours (8:00 AM – 5:00 PM EST) as well as response times to critical issues.
  - Propose a service level agreement that identifies the services to be provided and the proposed response time associated with these services.

- Identify a mechanism that will be provided to the County to allow for submission and tracking of trouble tickets or issues, that includes escalation.
- Provide transition services for subsequent phases of the project.
- Other Proposal Items
  - Provide a proposed process for handling Change and Configuration Management. This would include a detail of the platforms that would be involved including Test and Production along with details of how changes are moved from one environment to the other while ensuring they are kept in synch. This should also detail the Vendor's Change Management methods.
  - Provide a resource rate schedule that would apply to any Out of Scope Work Items, identified during the duration of the project that the project team determines will be required.
- Optional Module Migration for Payroll
 

This will be an optional phase where the County may decide to invoke this option and the Vendor will be responsible for working with the County to migrate existing Lawson S3 Payroll functionality and data into the CloudSuite HCM platform to the Landmark Payroll Module. The Vendor should provide a detailed plan for execution of this phase should the County elect to exercise this option. At a minimum, this section should outline the activities that would occur in each process group as follows:

  - Requirements Solicitation
  - Analysis and Solution Design
  - System Implementation and Configuration
  - System Testing and Quality Assurance
  - Training
  - Deployment and Go Live
  - Post Go Live Support

## **REFERENCES**

All Vendors shall include a list of **five** (5) references, from local governments/schools and similar CloudSuite HCM implementation projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Vendor or Vendors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by a Vendor.

## **EVALUATION CRITERIA**

*Several factors, in addition to costs (refer to the related document tab for the downloadable Pricing Form), will be taken into account when evaluating proposals.* Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Vendors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Vendors to be considered for interviews/demonstrations and/or potential negotiations.

Vendors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications:

- A. Overall quality of proposal submitted;
- B. Company Profile and Background: Overall qualifications and experience of the firm and any Subcontractors, including experience in providing these services;
- C. Project Team Profiles: Capability and experience of the project staff including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this work;
- D. Project Work plan, Schedule and Methodology;
- E. Past record and performance of the firm with respect to schedule compliance, cost control and quality of work; and
- F. Proposed cost of services.

### **BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County. **The County of Roanoke reserves the right to award to multiple Bidders.**

### **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Vendor or Bidder is advised, and by submitting a response to this procurement, such Vendor or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Vendor or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Vendor or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

### **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)**

**READ CAREFULLY** - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the

proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

### **SUBMISSION AND RECEIPT OF PROPOSALS**

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Vendor unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Vendors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Vendor. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB is preferred.

### **IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD**

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020.

Questions should be directed to:

Kari Sutphin, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8151  
[ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov)

### **ACCEPTANCE OR REJECTION OF PROPOSALS**

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the

County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

### **PROPOSAL GUARANTY**

The Vendor must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Vendor's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Vendors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Vendor(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Vendor.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

### **SELECTION PROCESS/AWARD OF CONTRACT**

#### **A. Award of Contract**

The selection process will be in accordance with Section 2.2-4301 of the Code of Virginia. The County shall engage in individual discussions with Vendors deemed most fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Vendors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. These discussions may encompass nonbinding estimates of costs.

This proposal will be evaluated as a "Professional Service".

The selection process will be in accordance with **Section 2.2-4302.2 of the Code of Virginia**:

4. For professional services, the public body shall engage in individual discussions with two or more Vendors deemed fully qualified, responsible and suitable on the basis of initial responses

and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Vendors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Vendors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the Vendor. The Request for Proposal shall not, however, request that Vendors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342, proprietary information from competing Vendors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require Vendors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified Vendors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Vendors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Vendor ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that Vendor. Otherwise, negotiations with the Vendor ranked first shall be formally terminated and negotiations conducted with the Vendor ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Vendor.

### **INVOICES**

The Vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All Vendors need to be properly registered as a payment Vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All Vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

### **PERFORMANCE BOND**

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Vendor to furnish a performance and/or labor and material payment bond with corporate surety or an irrevocable letter of credit, satisfactory to the County of Roanoke, in the amount of the contract price.

### **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

## **ACCEPTANCE OF MATERIAL**

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

## **WARRANTY/RETURNS**

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

## **DELIVERY**

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

## **DEFAULT**

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the Vendor responsible for any and all excess cost occasioned thereby.

## **COPYRIGHT OR PATENT RIGHTS**

The Vendor warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Vendor agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

## **TAX EXEMPTION**

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

## **CERTIFICATION AND ABILITY**

The County of Roanoke reserves the right to request from the Vendor, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all to furnish proof of experience, ability and financial standing.

## **COMPLIANCE WITH LAWS**

The Vendor is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

## **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A Vendor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time

during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

### **RULING LAW**

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

### **NONDISCRIMINATION PROVISIONS**

During the performance of this contract, the Vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.

### **INSURANCE**

The VENDOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the VENDOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

VENDOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the VENDOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the VENDOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

#### **SPECIAL INSTRUCTIONS:**

##### **ANTITRUST**

By entering into a contract, the Vendor conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

#### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

## **ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

## **CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Vendor's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

## **MODIFICATION OF CONTRACT**

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

## **CANCELLATION OF CONTRACT**

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the Vendor. Any contract cancellation notice will not relieve the Vendor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

## **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By signing this proposal, the Vendor certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

## **KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Vendor for whom I am authorized to act has offered or received any kickback from any other Vendor, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

## **DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

## **DRUG-FREE WORKPLACE**

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

## **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Vendor must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Vendor must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**Remainder of Page Intentionally Left Blank**

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP #2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and**  
**Consulting Services**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from Vendors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP# 2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and Consulting Services**  
**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF VENDOR**

Full Name of Vendor: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Vendor

By: \_\_\_\_\_

\_\_\_\_\_  
TITLE

## SIGNATURE SHEET

### RFP #2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and Consulting Services

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_ VA BUSINESS LICENSE NO. \_\_\_\_\_

STATE VENDOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

*To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.*

**REFERENCE FORM**  
**RFP #2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and Consulting Services**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

ATTACHMENT A TO

RFP # 2018-070 Infor CloudSuite Human Capital Management (HCM) Implementation and  
Consulting Services  
Vendor Travel Policy

## **Roanoke County, VA Vendor Travel Policy**

### **1. Travel and Subsistence Expenses - General Information.**

The COUNTY shall reimburse VENDOR at cost, the travel or subsistence expenses of employees or agents of VENDOR in relation to VENDOR's obligations under this Agreement where the COUNTY has specifically authorized in advance such travel or subsistence expenses. Travel expense limitations may be reviewed and increased annually in accordance with the Roanoke area Consumer Price Index. There will be no exceptions to limits for reimbursable travel expenses unless approved, in advance, by the COUNTY. If the expense is less than the allowable charge, then the COUNTY will be billed at actual expense as determined by actual receipts provided to the COUNTY by the VENDOR or its agents.

### **2. Air Travel**

Airfare shall be limited to the prevailing 14-day advance ticket price not to exceed \$700.00 per round trip ticket without prior written authorization from the COUNTY. The most cost-effective flight available should be selected.

### **3. Vehicle Mileage/Rentals**

Mileage related to use of personal vehicles will be reimbursable at the IRS specified rate, currently \$.545. Vehicle rentals are not to exceed \$60/Day. Tolls and parking reimbursed at actual expense incurred.

### **4. Lodging/Meals/Per Diem**

Lodging, meals and incidentals will be reimbursed according to the Roanoke Area GSA per diem schedule found at: <http://www.gsa.gov/portal/category/104711>.

### **5. Travel Time**

Time spent in travel by employees or agents of VENDOR or its Subcontractors shall not be billed by VENDOR to the COUNTY or otherwise charged to the COUNTY.

### **6. High Speed Internet Access**

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and VENDOR employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: January 1, 2018