

# County of Curry



## Request for Proposals No. 2023/24-05

### Virtual Reality Training System for Sheriff's Office and Adult Detention Center

Issue Date:

**January 23, 2024**

Mandatory Notice to Owner of Intent to Propose Form Due:

**February 13, 2024**

Proposal Due:

**February 27, 2024**

Time: 2:00 p.m.

Curry County Administration Office

417 Gidding St., Suite 100

Clovis, NM 88101

Attn: Finance Department/Procurement Office

575-763-6016

Proposals must be submitted in a sealed envelope  
that is clearly marked  
"RFP No. 2023/24-05 Do Not Open"

Curry County Administration

RFP No. 2023/24-04 **Virtual Reality Training System for Sheriff's Office and Adult Detention Center**

Commodity Code #68049

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The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals to procure a virtual reality (VR) training system, specialized for assisting in the training of law enforcement officers, for the Curry County Sheriff's Department and Adult Detention Center.

To be responsive, one (1) original and five (5) identical copies of the proposal and one (1) electronic version, provided on a memory stick or thumb drive, must be received no later than **February 27, 2024 at 2:00 p.m.** Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal. The Curry County Commission may also request an oral presentation by the highest ranked applicant(s).

**IMPORTANT:**

**Sealed Proposal** along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact by email, Purchasing Agent, Melynda Crouch at [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to the Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE AT LEAST TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.**

Melynda Crouch  
Purchasing Agent  
[mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov)

## **PURPOSE**

The County of Curry is issuing this Request for Proposal (RFP) to procure two (2) virtual reality (VR) training systems, specialized for assisting in the training of law enforcement officers, for the Curry County Sheriff's Department and Adult Detention Center.

## **SCOPE OF SERVICES**

The County of Curry is issuing this Request for Proposal (RFP) to procure two (2) virtual reality (VR) training systems, specialized for assisting in the training of law enforcement officers, for the Curry County Sheriff's Department and Adult Detention Center.

1. The successful offeror's Virtual Reality (VR) Training System will include:

- A.** Body Mounted VR System
- B.** VR Head Mounted Display
- C.** Separate Workstation for Instructor Led Training
- D.** Scenario Generator
- E.** Access to Pre-Programed Scenarios
- F.** Debriefing
- G.** Training and Set-Up
- H.** Technical Support
- L.** Warranty for One (1) Year

## **REQUIREMENTS FOR PROPOSAL**

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Purchasing Agent on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the services, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
4. Proposals shall not exceed thirty (30) single sided pages in length exclusive of cover letter, divider sheets, and Campaign Contribution Disclosure pages and other attached forms.

5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

## **OTHER REQUIREMENTS**

### **PROPOSAL PACKAGE**

Each offeror must submit the following as labeled, tabbed and in the same order as follows:

1. **Capability and Agreement to Perform**

Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified in this RFP.

2. **Letter of Transmittal:** This is a brief letter to the County which provided the following information:

- a. Name and address of the offeror
- b. Names, title and telephone number of the contact person for the offeror
- c. A statement that the proposal is in response to this RFP.
- d. The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
- e. A statement acknowledging and accepting the Terms and Conditions of this RFP.

3. **Criteria #1 Experience and References:** Submit at least three (3) references from law enforcement agencies from within the last three (3) years on the Offeror's Response Form provided within this RFP. These references shall have client names, contact persons, addresses, valid email addresses and telephone numbers. Proposals shall include the following general qualifications and knowledge:

**A.**

4. **Criteria #2 Technical Support and Warranty:** Provide the systems capability to meet the minimum requirements. The successful offeror's Virtual Reality (VR) Training System will include, a minimum of:

**A.** Body Mounted VR System

Provide details about how the system is mounted to the body, the operating system of the computer, whether the system uses rechargeable or non-rechargeable batteries. If the system uses rechargeable batteries, provide the charging time for the batteries. If the system uses non-rechargeable batteries, provide the life of those batteries.

**B.** VR Head Mounted Display

- C. Separate Workstation for Instructor Led Training**  
Describe the separate workstation's computer style, whether it is a laptop or desktop. Provide the workstation's operating system.
- D. Scenario Generator**  
Provide details about the types of scenarios that can be designed and whether or not they include scenarios for corrections.
- E. Access to Pre-Programmed Scenarios**
- F. After Action Debriefing**
- G. Training and Set-Up**  
Provide details on whether the training is in person or done remotely.
- H. Technical Support**  
Provide details on the types of technical support that is available and the ease of access to that support.
- I. Warranty**  
System will come with a minimum one (1) year warranty

- 5. Criteria #3 Lethal and Non-Lethal Weapons Accessories:** Describe your VR system's lethal and non-lethal weapons options. Be sure to include detailed specifications of each lethal and non-lethal weapons option available.
- 6. Criteria #4 Cost:** Provide the complete cost of the VR body mounted training system and the head mounted display. Include cost of individual lethal and non-lethal weapons options.

**EVALUATION CRITERIA**

<b>Letter of Transmittal</b>	<b>Pass/Fail</b>
<b>1. Experience</b>	<b>20 Points</b>
<b>2. System Specifications, Technical Support and Warranty</b>	<b>25 Points</b>
<b>3. Lethal and Non-Lethal Weapons Accessories</b>	<b>25 Points</b>
<b>4. Cost</b>	<b>30 Points</b>
<b>SUBTOTAL</b>	<b><u>100 Points</u></b>

<b>5. Product Demo by Finalist(s) (optional)</b>	<b>10 Points</b>
<b>TOTAL</b>	<b><u>110 Points</u></b>

## **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference is not scheduled. Any questions regarding any and all aspects of this RFP shall be made by email to Purchasing Agent, Melynda Crouch, at [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov).

## **PROCEDURE**

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

**Sequence of Events**

All parties shall make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	January 23, 2024
2.	<b>Mandatory</b> "Notice to Owner of Intent to Propose"	Potential Offerors	February 13, 2024
3.	Deadline to Submit Questions	Potential Offerors	February 13, 2024
4.	Last Response to Written Questions/RFP Amendments	Curry County	February 16, 2024
5.	<b>Submission of Proposal</b>	<b>Offeror</b>	<b>February 27, 2024</b>
6.	Proposal Evaluation	Evaluation Committee	February 27, 2024 through March 12, 2024
7.	Selection of Finalist(s)	County	March 15, 2024
8.	Best and Final Offers from Finalists (optional)	Finalist Offerors	March 22, 2024 (if needed)
9.	Proposal Presentations and Demonstrations by Finalists (optional)	Finalist Offerors	March 25, 2024 through March 29, 2024
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	March 29, 2024 (tentative)
11.	Approve Contract	County Commission	April 9, 2024

**PROTEST DEADLINE**

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Purchasing Agent. The protest shall be delivered to the Purchasing Agent.

**BIDDER'S CHECKLIST – REQUIRED FORMS**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete

presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #15
2. Cost Response Form – Page #16
3. Offeror's Response Form – Page #17
4. Execution of Proposal Form – page #18
5. Offeror's Reference Form – page #19
6. Offeror's Certification and Non-Collusion Affidavit – page #20
7. Letter of Transmittal Form – page #21
8. Copy of Business License – include with page #21
9. Completed W-9 – include with page #21
10. Certification Regarding Debarment, Suspension, & other Responsibility Matters – Page 22
11. Options, Exceptions or Variations – Page #23
12. Campaign Disclosure Form – pages #24-25
13. Proof of Insurance

### **Contractual Provisions**

The following provisions will be in any contract entered into by and between the County and the successful offeror.

**Amendment:** This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

**Notice:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**Equal Opportunity Compliance:** The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.



## **FEDERAL AND STATE LAWS AND REGULATIONS**

State administered Community Development Block Grant monies are Federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature section within the form. (For purposes of this requirement, the applicable elected public officials within the County of Curry are Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Robert Thornton and Seth Martin; Treasurer Kendall Kempf, Assessor Sam Kelley, Clerk Anastasia Hogland, Sheriff Michael Brockett, or Probate Judge Hollie Barnett.

## **PROPERTY TAX OBLIGATIONS**

Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Offerors that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

## **DEBARMENT & SUSPENSION CERTIFICATION**

Offeror must complete and submit the "Debarment & Suspension Certification Form", with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

## **NONDISCRIMINATION STATEMENT**

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

**Applicable Laws:** The contract shall be governed by the laws of the State of New Mexico

### **ADDITIONAL TERMS**

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. This procurement and any agreement entered with offerors that may result shall be governed by the laws of the State of New Mexico.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, the contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. The Purchasing agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal shall be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Purchasing Agent in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsible.
8. The County reserves the right to require the successful offeror to post a performance bond upon award of a contract or at such time deemed necessary by the County.
9. The County reserves the right to negotiate any and all elements of this RFP.
10. Proposal Presentation and Demonstrations by Finalist(s): Points for the proposal presentation will be awarded based upon an evaluation of the qualification of the proposed staff, effective communication, technical knowledge, experience with similar contracts and quality of the responses to questions will be the principle criteria for the evaluation
11. Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Finalists who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Amended proposals submitted in response to Best and Final offers will be re-assessed using the same evaluation criteria and scoring mechanisms that were used to score the original proposals.
12. Finalist offerors may be requested to present their proposals to the Evaluation Committee. The Purchasing Agent will schedule the time for each Offeror presentation. The Purchasing Agent will notify finalist of the location of the presentation, time and presentation time limit. It shall be the obligation of the offeror to effectively manage their presentation time.
13. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
14. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
15. Offerors shall be responsible for obtaining any and all insurance, including but not limited to professional liability and/or health insurance. Proof of insurance will be required at the request of the County. County shall not be responsible for providing any type of workers compensation insurance, health insurance or any other benefit for or on behalf of offeror.
16. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar

- nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
17. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
  18. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
  19. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
  20. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
  21. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
  22. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
  23. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
  24. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
  25. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
  26. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
  27. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
  28. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
  29. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum

Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

30. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
31. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
32. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
33. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
34. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

Curry County Administration

RFP No. 2023/24-04 **Virtual Reality Training System for Sheriff's Office and Adult Detention Center**

Commodity Code #68049

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- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:
- b) Curry County, Finance Department  
417 Gidding Street, Suite 100  
Clovis, NM 88101

The fee must be paid before the information is released.

35. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Purchasing Agent  
Curry County Administration  
417 Gidding Street, Suite 100  
Clovis, NM 88101

**QUESTIONS:** Any questions concerning this Request for Proposals should be submitted to by email to Melynda Crouch, Procurement Agent, at [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov).

**PROPOSAL FORM**  
**MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"**  
**RFP #: 2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S**  
**OFFICE AND ADULT DETENTION CENTER**

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

**All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

**February 13, 2024**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Person authorized to sign for Firm

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**ALTERNATE CONTACT PERSON/INFORMATION: \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.**

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

**Telephone:** \_\_\_\_\_ **E-Mail Address of Alternate Contact:** \_\_\_\_\_

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**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm **DOES INTEND** to respond to this RFP

\_\_\_\_\_ Firm **DOES NOT INTEND** to respond to this RFP

**THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE February 13, 2024**

PROPOSAL FROM  
 COST RESPONSE FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE AND ADULT DETENTION CENTER**

Description	Quantity	Cost per Item
VR Body Mounted Training System and Head Display		

Options for Lethal and Non-Lethal Weapon Types

Description	Quantity	Cost per Item
9MM Handgun		
Shotgun		
Rifle		
Taser		

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



PROPOSAL FORM  
OFFEROR'S RESPONSE FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE  
AND ADULT DETENTION CENTER**  
DUE DATE: **February 27, 2024 AT 2:00 PM**

The services offered meet specifications: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed and attached campaign disclosure form: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed & attached veteran's preference form (if applicable): \_\_\_\_\_ Yes \_\_\_\_\_ No

***If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.***

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

\_\_\_\_\_  
Signature Name (Typed/Printed)  
\_\_\_\_\_  
Company Position  
\_\_\_\_\_  
Address Telephone Number FAX Number  
\_\_\_\_\_  
City, State, Zip Tax ID # E-mail Address

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she is  
\_\_\_\_\_(title) of \_\_\_\_\_(company) and all foregoing  
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

My commission expires: \_\_\_\_\_  
**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
EXECUTION OF PROPOSAL FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE AND ADULT DETENTION CENTER**  
DUE DATE: **February 27, 2024 AT 2:00 PM**

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

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ That this proposal was signed by an authorized representative of the offeror.
- \_\_\_\_\_ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with the services have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

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OFFEROR'S REFERENCE FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE AND ADULT DETENTION CENTER**

DUE DATE: **February 27, 2024 AT 2:00 PM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

2. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

3. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

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PROPOSAL FORM

OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE AND ADULT DETENTION CENTER**  
DUE DATE: **February 27, 2024 AT 2:00 PM**

I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2019/20-02 Investment Advisory Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

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

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
 LETTER OF TRANSMITTAL FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE AND ADULT DETENTION CENTER**

DUE DATE: **February 27, 2024 AT 2:00 PM**

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

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2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

1. Declarations:

- I certify that I am authorized to contractually bind my company.
- I concur that the submission of our proposal constitutes acceptance of the form of contract provided for in this RFP though specific contract details may be subject to negotiation.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2023

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
& OTHER RESPONSIBILITY MATTERS  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE  
AND ADULT DETENTION CENTER**  
DUE DATE: **February 27, 2024 AT 2:00 PM**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

PROPOSAL FORM  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE  
AND ADULT DETENTION CENTER**  
DUE DATE: **February 27, 2024 AT 2:00 PM**

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.  
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS \_\_\_\_\_  
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

\_\_\_\_\_  
Signature

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP #2023/24-05 VIRTUAL REALITY TRAINING SYSTEM FOR SHERIFF'S OFFICE**  
**AND ADULT DETENTION CENTER**  
**DUE DATE: February 27, 2024 AT 2:00 PM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.



“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Robert Thornton and Seth Martin; Treasurer Kendall Kempf, Assessor Sam Kelley, Clerk Anastasia Hogland, Sheriff Michael Brockett, or Probate Judge Hollie Barnett.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

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