

REQUEST FOR PROPOSALS (RFP)

**SANDOVAL COUNTY COMMUNITY SERVICES
DEPARTMENT**

**ANIMAL MEDICAL, PROFESSIONAL TRAINING, AND
SHELTER SERVICES**



RFP# FY21-SCCS-02

Release Date: September 27, 2020

Due Date: October 26, 2020

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is requesting sealed proposals for “*Animal Medical, Training, and Shelter Services*” (NIGP Commodity Code # 96186 and 96206) on behalf of the Sandoval County Community Services Department from organizations capable of performing all tasks. Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on October 26, 2020. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SCOPE OF PROCUREMENT

The County’s intent of this Request for Proposal (RFP) is to obtain proposals from organizations capable of providing the services outlined in this RFP.

C. TERM OF CONTRACT

The term of contract would be determined during negotiations and remain subject to funding availability and satisfactory performance of the Scope of Services.

The resulting contract will be a single award.

D. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist
 Reference RFP Name: Animal Medical, Training and Shelter Services
 RFP# FY21-SCCS-02
 Address: Sandoval County
 1500 Idalia Road Bldg. D
 PO Box 40
 Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	9-27-2020
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	9-30-2020
4. Deadline to submit Questions	Potential Offerors	10-1-2020
5. Response to Written Questions	Procurement Manager	10-2-2020
6. Submission of Proposal	Potential Offerors	10-26-2020
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 DAYS

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Sandoval County Community Services Department.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on **September 30, 2020**.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **October 1, 2020** at 1:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **October 26,**

2020. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **Animal Medical, Training and Shelter Services and RFP# FY21-SCCS-02**. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until a contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalist

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County and the Sandoval County Community Services Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered

directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

8. No Obligation

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

15. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. Notice of Penalties

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

17. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

18. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Sandoval County.

19. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

20. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

21. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

22. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.

2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly** indicate acceptance of Section VII of this RFP; and
 - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in para 2 above.

23. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

24. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates

for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

25. Use by Other Government Agencies

By submitting a bid, the Bidder indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contract for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

26. Liability

The Offeror, upon successful award of the contract, shall be considered as an independent contractor in the performance of services listed, and are not employees of the County and must state that the County is not his/her sole source of income. The Offeror must agree that they will not be entitled to any benefits from Sandoval County, under the provisions of the benefits granted to employees of the County, under the merit system ordinance as now enacted or hereafter amended.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- 1. Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES.
- 2. Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES. The cost proposal **must** be in a separate sealed envelope.
- 3. Please include an electronic copy of the Technical and Cost Proposal combined.**

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be minimal.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
 1. Response to Specifications
 2. Organizational Experience

3. Organizational References
 4. Mandatory Specification
 5. Signed Campaign Contribution Form (Appendix B)
 6. Conflict of Interest Affidavit (Appendix E)
 7. New Mexico Preferences (if applicable)
- G. Other Supporting Material
1. Financial Stability Documentation
 2. Proof of Liability Insurance

2. COST PROPOSAL

Please submit the Cost Proposal in a separate sealed envelope.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a narrative to each specification described in V. (Scope of Work Specifications) and VI (Technical Specifications), unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. SCOPE OF WORK

A. Background / Contextual Information:

Sandoval County ("County") is a Class A County located in central New Mexico. It covers over 3,700 square miles of both urban and rural areas with a population of approximately 140,000 people according to the 2010 census. Each government entity is independently responsible to provide their own Animal Control according to their own respective Ordinance.

Within Sandoval County, the City of Rio Rancho operates the only public animal shelter which serves only the City of Rio Rancho. The County and remaining municipalities rely on other shelter resources, and this is not sustainable long term on balance with an every growing population. As such, the County has placed establishing an Animal Shelter as among its priorities and is interested in exploring operational model options as part of this endeavor.

Sandoval County Animal Control is currently overseen by the Sandoval County Sheriff's Office (SCSO) and administered by two Animal Control Officers in accordance with the associated Ordinance. The County has seen an increase of need for an animal shelter and requests for assisting with animals due to the economic hardships caused by COVID-19. It is also a rapidly growing County and therefore needs for animal services are anticipated to rise.

And while the shelter services component of this RFP technically is specific to animals impounded by The County within its unincorporated areas, responding organizations should assume that Sovereign Nations, and/or area municipalities might also wish to utilize these shelter services. When such instances from neighboring governments may arise, the County will want to accommodate these requests but only with an established Cost of Care Agreement in place and in consultation with the shelter entity to ensure enough capacity to sufficiently satisfy such requests.

While the County is open to all viable site possibilities, it is presently researching those contained along the I-25 corridor between the Town of Bernalillo and Algodones, as this is considered an easily accessible "gap" area that would provide high regional visibility with high volume traffic yet absent infringement upon any particular neighborhood. This corridor additionally boasts ease of access by both patrons and other shelter partners (statewide and nationally) for transferred pets. This area as well allows for proper zoning to accommodate both small and large animals. This area qualifies under rural economic development funding opportunities, and would provide local job creation opportunities to benefit the community as a whole.

Ultimately, the County desires a collaborative public/private partnership that develops an anchor model site inclusive of co-located veterinary medical care, full scope animal shelter services (i.e. "nose-to-tail" from intake to adoption), community outreach, and professional mentorship and training collectively aimed at advancing animal welfare within the region and could eventually include satellite sites as community needs and demands grow.

The County recognizes that the development of such a model would need to occur in phases and as resources allow. Because current resources are extremely limited due to the economic devastation created by COVID-19, the County will need to weigh costs of possibly renovating an existing structure vs the costs of a new build as it continues to explore potential initial site options.

All things considered, the County's priority now and for the near term is to begin with something smart and sufficient, and over time phase-in additional development as demands and resources allow.

B. Scope of Work Specifications:

The contracted organization shall provide three primary service functions at this model center: (1) Emergency, Specialty, and/or Routine Veterinary Services for the general public; (2) the development of a Mentorship and Training Program for staff and/or interns interested

in the Veterinary Sciences and/or enrolled at an accredited Veterinary School; and (3) full “nose to tail” operations of a high quality animal shelter.

1. Please describe the medical services your firm would provide to the general public, and please include how these services address a community need / market gap.
2. Please describe how your firm would develop and implement a Mentorship and Training Program for staff and/or interns interested in the Veterinary Sciences and/or enrolled at an accredited Veterinary School.
3. Please affirm your organization’s agreement and ability to operate an animal shelter on behalf of the County, including but not limited to the noted components below.
 - i. Full and complete compliance with the Sheltering Standards, included here as Exhibit F.
 - ii. Researching and establishing a best practice Shelter software for full and proper records management and retention with two-way use by select County staff and dual property ownership with the County.
 - iii. Development of policies and procedures consistent with Sheltering Standards.
 - iv. Ongoing professional development training for all shelter staff.
 - v. Provision of Intake Services: 24/7 open access acceptance of all animals impounded by Sandoval County; initial medical assessments and medical treatment (where determined appropriate by the assessing DVM); and initial placement of animals.
 - vi. Provision of Animal Care Services: full scale ongoing medical, meals, and proper care of animals in accordance with Shelter Standards.
 - vii. Community outreach and coordinated efforts with the County on website and real time postings of impounded pets.
 - viii. Developing and establishing a multipurpose Volunteer Program.
 - ix. Developing and establishing a robust Foster Care Program.
 - x. Developing and establishing an effective Adoption Program that includes a wide reach and links to other networks to increase adoption rates, properly screened applications, animal behavior assessments and proper matching, home-based support where needed, a return policy if/when certain homes ultimately are ill suited for the adopted pet, and related.
 - xi. Developing and establishing a robust and ongoing marketing plan to ensure sustainability of such an endeavor.

VI. TECHNICAL SPECIFICATIONS

A. Organizational Experience

1. Please describe the organization as a whole, and please pay particular attention to subject matter experience.

2. Please describe the experience of the management staff that will be overseeing operations of this model center.
3. Please provide staff resumes and certifications/licenses of key staff.
4. Please describe anticipated staffing plan, supervision, competency and ability of staff to provide proposed services.

B. Organizational References

Offerors must provide a minimum of three (3) references that substantiate your past work performance and experience in this type of work.

The Evaluation Committee may contact any or all references for validation of information submitted.

If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information.

Additionally, the Agency reserves the right to consider any and all information available to it.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client Name;
- b) Client's Address;
- c) Project Dates (starting and ending);
- d) Telephone number of contact; and
- e) Client project contact name, telephone number and e-mail address.

C. Mandatory Specifications – All items must be included:

1. Please provide proof of residency.
2. Please describe the number and type of jobs your firm anticipates this model center might create.
3. Please describe the firm's Training Procedures.
4. Please describe the firm's Hiring Procedures and Retention Plan.
5. Please describe the firm's sustainability plan to help ensure longevity for such a model center.

OTHER SUPPORTING MATERIALS

Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well financial statements for the proceeding three years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

Insurance

ALL RESPONDENTS MUST submit, with their proposal, proof of insurance for Professional Liability in an amount not less than \$1,000,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by the vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

APPENDIX

1. Acknowledge of Receipt Form

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The

procurement distribution list will be used for the distribution of important information regarding this procurement.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

5. Conflict of Interest Affidavit

Offerors must include signed and completed Conflict of Interest Form (APPENDIX E) with RFP Documents. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

6. Sheltering Standards

Offerors will find attached Sheltering Standards (Appendix F) as the regulations that are set forth by NMAC 16.24.7.

VII. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to sections V and VI	Points Available
Scope of Work	20 points
Organizational Experience	20 points
Organizational References	20 points
Mandatory Specifications	20 points
Cost Proposal	20 points
Lowest Responsive offer Bid ----- X 20 Points This Offeror’s Bid	
TOTAL POSSIBLE POINTS	100 POINTS
Proof of Financial Stability	
Proof of Insurance	Pass/Fail
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
	Pass/Fail
New Mexico Preference – Resident Business Points	
New Mexico Preference – Resident Veterans Point	

Table 1: Evaluation Point Summary

EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

a. Scope of Work

b. Organizational Experience

- c. **Organizational References**
- d. **Mandatory Specifications**
- e. **Cost Proposal**
- f. **Proof of Financial Stability**
 - i. Pass/Fail only. No points assigned.
- g. **Proof of Insurance**
 - i. Pass/Fail only. No points assigned.
- h. **Letter of Transmittal**
 - i. Pass/Fail only. No points assigned.
- i. **Signed Campaign Contribution Disclosure Form**
 - i. Pass/Fail only. No points assigned.
- j. **Conflict of Interest Affidavit**
 - i. Pass/Fail only. No points assigned.

1. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

OR

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

2. Interview

If an interview is held, the Purchasing Office will distribute questions and instructions to the finalists prior to the scheduled interview.

A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Animal Medical, Training and Shelter Services
RFP# FY21-SCCS-02

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **September 30, 2020** by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 one hundred dollars (\$100) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 either 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.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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 ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2020
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate from the New Mexico Taxation and Revenue MUST be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F

SHELTERING STANDARDS

APPENDIX F – SHELTERING STANDARDS

16.24.7 NMAC 1

TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING

CHAPTER 24 SHELTERING PROVIDERS

PART 7 MINIMUM STANDARDS - ANIMAL SHELTERS

16.24.7.1 ISSUING AGENCY: New Mexico Board of Veterinary Medicine.

[16.24.7.1 NMAC – N, xx/xx/xxxx]

16.24.7.2 SCOPE: This part applies to all county or municipal facilities and private humane societies or private animal shelters operating in the state of New Mexico.

[16.24.7.2 NMAC - N, xx/xx/xxxx]

16.24.7.3 STATUTORY AUTHORITY: Veterinary Practice Act, Section 61-14-5 NMSA 1978.

[16.24.7.3 NMAC - N, xx/xx/xxxx]

16.24.7.4 DURATION: Permanent.

[16.24.7.4 NMAC - N, xx/xx/xxxx]

16.24.7.5 EFFECTIVE DATE: April 1, 2020 unless a later date is cited at the end of a section.

[16.24.7.5 NMAC - N, xx/xx/xxxx]

16.24.7.6 OBJECTIVE: To establish minimum standards for animal sheltering providers.

[16.24.7.6 NMAC - N, xx/xx/xxxx]

16.24.7.7 DEFINITIONS:

A. Words starting with the letter A:

(1) **“Act”** means the Veterinary Practice Act, Subsections B of Sections 77-1-1 through 77-1-12 NMSA 1978.

(2) **“Animal”** means any animal, except humans, not defined as "livestock" in Subsection L of this section.

(3) **“Animal shelter”** means:

(a) a county or municipal facility that provides shelter to animals on a regular basis; and

(b) a private humane society or a private animal shelter that temporarily houses stray, unwanted or injured animals through administrative or contractual arrangements with a local government agency; and

(c) does not include a municipal zoological park.

B. Words starting with the letter B: “Board” means the board of veterinary medicine.

C. Words starting with the letter C:

(1) **“Capacity for Care”** means the overall ability of an animal shelter to provide humane care animals.

(2) **“Colony housing”** means housing two or more animals in the same primary enclosure or playgroups.

(3) **“Companion animal”** means any vertebrates commonly kept as domestic pets, excluding man, and those under the jurisdiction of the New Mexico department of game and fish and those under the jurisdiction of the New Mexico livestock board.

(4) **“Consulting pharmacist”** means a pharmacist whose services are engaged on a routine basis by a euthanasia agency and who is responsible for the distribution, receipt and storage of drugs according to the state and federal regulations.

D. Words starting with the letter D:

(1) **“Dangerous drug”** means a drug, other than a controlled substance enumerated in Schedule I of the Controlled Substances Act, that because of a potentiality for harmful effect or the method of its use or the collateral measures necessary to its use is not safe, except under the supervision of a practitioner licensed by law to direct the use of such drug and hence for which adequate directions for use cannot be prepared. “Adequate directions for use” means directions under which the layperson can use a drug or device safely and for the purposes for which it is intended.

16.24.7 NMAC 2

(2) **“DEA”** means United States drug enforcement administration.

(3) **“Disposition”** means the adoption of an animal; return of an animal to the owner; release of an animal to a rescue organization; release of an animal to another animal shelter or to a rehabilitator licensed by the department of game and fish or the United States fish and wildlife service; or euthanasia of an animal.

E. Words starting with E:

(1) **“Emergency field euthanasia”** means the process defined by rule of the board to cause the death of an animal in an emergency situation when the safe and humane transport of the animal is not possible.

(2) **“Enrichment”** means improving the environment and behavioral care for confined animals.

(3) **“Euthanasia”** means to produce the humane death of an animal by standards deemed acceptable to the board as set forth in its rules.

(4) **“Euthanasia agency”** means a facility licensed by the board that provides shelter to animals on a regular basis, including a humane society or a public or private shelter facility that temporarily houses stray, unwanted or injured animals, and that performs euthanasia.

(5) **“Euthanasia drugs”** means non-narcotic schedule II or schedule III substances and chemicals as set forth in the Controlled Substances Act, Section 30-31-1 et. seq. NMSA 1978, that are used for the purposes of euthanasia and pre-euthanasia of animals.

(6) **“Euthanasia instructor”** means a euthanasia technician or a veterinarian certified by the board to instruct other individuals in euthanasia techniques.

(7) **“Euthanasia technician”** means a person licensed by the board to euthanize animals for a euthanasia agency.

(8) **“Exotic”** means any vertebrate animals, excluding man, wild animals, livestock and companion animals.

F. Words starting with F: **“FDA”** means United States food and drug administration.

G. Words starting with G: **“Group Housing”** means housing two or more animals in the same primary enclosure or playgroups.

H. Words starting with H: **“Humanely”** means actions marked by compassion, sympathy or consideration, especially for the prevention of the suffering of the animal.

I. Words starting with I: **“Isolation”** means to separate apart from others.

J. Words starting with J: [Reserved]

K. Words starting with K: [Reserved]

L. Words starting with L: **“Livestock”** means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed cervidae but does not include canine or feline animals.

M. Words starting with M: [Reserved]

N. Words starting with N: **“Non-livestock”** means any animal not covered under the definition of livestock in Subsection L of Section 77-1B-2 NMSA 1978.

O. Words starting with O: [Reserved]

P. Words starting with P:

(1) **“Personal protective equipment”** means items such as gloves, eye protection, gowns, and boots that protect a person from exposure to chemical or biological agents.

(2) **“Potable water”** means clean, fresh water that is suitable for drinking.

(3) **“Primary enclosure”** means an animal enclosure in which the animal normally eats, eliminates, rests, and sleeps.

Q. Words starting with Q: **“Quarantine”** means restriction of activity, enforced isolation. As defined by the New Mexico Department of Health Act 7.4.2.7.Q. quarantine means the strict containment of all animals specified in the order of the district health officer upon the private premises of the owner, or under restraint by leash, or within a closed cage or paddock and shall include other measures ordered by the district health officer to control the spread of rabies.

R. Words starting with R: **“Rescue organization”** means an organization that rescues animals and is not involved in the breeding of animals.

S. Words starting with S:

(1) **“Sharps”** means any discarded article that may cause punctures or cuts. Such wastes may include, but are not limited to needles, scalpel blades, glass slides, glassware, suture needles and trocars. 16.24.7 NMAC 3

(2) **“Spot-cleaning”** means using cleaning solution and a paper towel or rag to remove any smudges or contaminants in lieu of total disinfection.

(3) **“Supervising veterinarian”** means a person who is a New Mexico-licensed veterinarian, who holds both a valid New Mexico controlled substance license and a valid federal drug enforcement agency license and who approves the drug protocols and the procurement and administration of all pharmaceuticals at a euthanasia agency.

T. Words starting with T: [Reserved]

U. Words starting with U: [Reserved]

V. Words starting with V:

(1) **“Ventilation”** means the circulation of air; a system or means of providing fresh air.

(2) **“Veterinarian”** means a person who is licensed as a doctor of veterinary medicine by the board of veterinary medicine pursuant to the Veterinary Practice Act, Section 61-14-1 et. seq. NMSA 1978.

(3) **“Veterinary facility”** means any building, mobile unit, vehicle or other location where services included within the practice of veterinary medicine are provided.

W. Words starting with W: “Wild animal” means any vertebrate animals under the jurisdiction of the New Mexico game and fish department.

X. Words starting with X: [Reserved]

Y. Words starting with Y: [Reserved]

Z. Words starting with Z: [Reserved]

[16.24.1.7 NMAC - N, 7/1/2018; A, xx/xx/xxxx]

[16.24.7.7 NMAC - N, xx/xx/xxxx]

16.24.7.8 SHELTERING CAPACITY STANDARDS:

A. The delivery of sheltering services shall be provided in a competent and humane matter.

B. Sheltering services shall be performed in a manner ensuring the health and well-being of animals while in the care of sheltering providers. The recommended standard of care is 15 minutes per animal per day.

C. Sheltering providers shall practice active population management within the balance of decisions and practices that support the overall population of the shelter.

[16.24.7.8 NMAC - N, xx/xx/xxxx]

16.24.7.9 PREMISES - STRUCTURAL: All exterior structures and fencing should:

A. be constructed of building materials that will ensure a sound physical structure;

B. be maintained in good repair;

C. protect animals from injury and ensure containment within shelter;

D. prevent the entry of outside animals and unauthorized persons;

E. include four solid walls for animal weather protection

F. include fencing sufficiently constructed to prevent animals from jumping, climbing or digging to escape.

[16.24.7.9 NMAC - N, xx/xx/xxxx]

16.24.7.10 FACILITY STANDARDS:

A. Animal housing areas should be physically apart from areas where food and drink for human consumption are prepared, served or stored.

B. Interior building surfaces should be constructed and maintained to be water resistant to moisture and easily cleaned.

C. Animal food storage and equipment cleaning areas should be physically apart from animal housing.

D. Reliable, adequate electric power or gas should be provided for lighting, air circulation, heating, and cooling.

E. Reliable and adequate potable water shall be provided. Back flow preventers may be installed on any threaded faucets with attached hoses for the purpose of cleaning the facility, or on the main water line serving the facility.

F. Noise control should be considered for the well-being of animals as well as visitors. Noise mitigation may include:

(1) Housing cats away from the sound of dogs. 16.24.7 NMAC 4

- (2) Facility modifications to minimize or contain barking.
- (3) Training staff to minimize slamming doors.
- (4) Using music to reduce animal stress.
- G.** Readily accessible washrooms or sinks should be provided to maintain personal hygiene of animal caretakers.
- (1) A two-compartment sink in good repair should be provided for washing and sanitizing equipment used for animal care and feeding.
- (2) A tub or low-pressure hose should be available to wash any animal that becomes soiled to avoid the use of high-pressure hoses for cleaning animals.
- H.** Indoor housing for animals shall be sufficiently heated or cooled to protect animals from extreme temperatures. The ambient temperature shall be consistent with the requirements of the specific species.
- I.** Indoor housing for animals should be adequately ventilated with fresh air to minimize odors and moisture and to provide for the health of the animals.
- J.** Water supply should allow for hose hook up to readily reach all parts of animal housing. Water pressure shall be adequate for cleaning of animal housing areas.
- K.** A suitable method to rapidly eliminate excess water from animal housing areas should be provided. Drains shall be properly constructed and maintained in good repair. If closed drainage systems are used, wastewater shall be disposed of by connection to a sanitary sewer or approved sewage disposal system.

[16.24.7.10 NMAC - N, xx/xx/xxxx]

16.24.7.11 ANIMAL ENCLOSURE AND HOUSING STANDARDS:

A. General Indoor Enclosures.

- (1) Primary enclosures shall provide sufficient space to allow each animal to make normal postural adjustments to:
 - (a) Turn freely.
 - (b) Easily stand.
 - (c) Sit.
 - (d) Stretch.
 - (e) Move their head without touching the top or sides of the enclosure.
 - (f) Lie in a comfortable position with limbs extended.
 - (g) Move about and assume a comfortable posture for feeding, drinking, urinating, and defecating.
 - (h) Dogs and cats shall be able to hold their tails erect when in a normal standing position.
- (2) Primary enclosures may allow animals to be able to see out while avoiding visual contact.
- (3) Animals housed shall be confined to a primary enclosure at all times unless under the direct supervision of shelter personnel or a designee.
- (4) Primary enclosures shall be structurally sound and maintained in good repair and sanitary condition to protect the animals from injury and disease.
 - (a) Primary enclosures shall be constructed and maintained to enable the animals to remain dry and clean and to provide convenient access to food and clean water.
 - (b) Latches shall be secure and in good working order so that animals cannot escape.
- (5) Floors of primary enclosures shall be constructed to prevent injury to animals, ensure adequate draining and prevent pooling of fluids. Wire mesh or slatted floors in cages shall not be used.
- (6) Guillotine or doors separating two enclosure section shall be in working order.
- (7) Animals shall not be able to escape from their primary enclosure.
- (8) When housing aggressive, under quarantine or protective custody animals, condition of all enclosures shall be monitored daily with various types of locks considered.
- (9) Primary enclosures may house one animal; if compatible, two altered animals per enclosure with the exceptions of litters housed with their dams or colony housing. Animals shall not be randomly housed in groups. Animals that fight shall not be grouped with other animals.
- (10) Isolation areas shall be provided for animals with infectious diseases. Ten percent of the total housing may be designated for this purpose. The isolation housing should be double-sided to facilitate cleaning without removing the animal. Handwashing stations should be available at all isolation areas. Isolation areas should have separate cleaning tools personal protective equipment. 16.24.7 NMAC 5

(11) Dogs shall not be tethered except in the short term to facilitate cleaning primary enclosure or in the event of a fire or flood emergency. In emergency situations, short term tethering of dogs shall be used only until transport to another facility can be made. The safety of the dog shall be ensured while tethered. Cats shall not be tethered.

(12) Animals placed in crates or carriers, even for a short time, shall have ample space to stand up, turn around and lie down. Crates and carriers shall be disinfected and dried after each use and before another animal is placed in the crate or carrier. Crates and carriers may not be used as primary enclosures.

B. Outdoor Primary Enclosures. It is not recommended that primary enclosures be exclusively outdoors and not for very young, old, sick, or injured animals.

(1) Structurally sound, weatherproof enclosures should be made accessible to animals housed exclusively outdoors. Water resistant and windproof structure of suitable size shall be provided so animals stay warm and dry during cold weather; shaded and cool during hot weather. The structure may have a water-resistant door covering or offset doorway to minimize drafts, provide proper ventilation and made of durable materials with the floor raised off the ground to prevent water entry.

(2) A shaded area should be provided to all animals housed in an outdoor primary enclosure. An animal shall be able to rest in the shade, outside of the interior structure, but within the fencing or run.

(3) Sufficient clean, absorbent bedding material in addition to other means of protection from weather should be provided for the health and safety of the animals and may prevent strong odors from forming if replaced regularly.

(4) Floors of outdoor enclosures may be constructed of gravel, sand or soil; a solid material such as concrete is preferable. It is not possible to sanitize or disinfect gravel, sand or soil.

C. Enclosure Requirements for Cats

(1) Cats shall be able to assume normal postures in primary enclosures. Space should be large enough to accommodate bedding, food and water dishes and a litter box. When there is more than one cat occupying a cage, additional floor and vertical space should be provided.

(2) Primary enclosures should be made of stainless steel, fiberglass, or other impervious material that is water-resistant and can be cleaned and sanitized. Chicken wire, barbed wire and wood shall not be used.

(3) Feral cat boxes, which allow for hiding places within the cage, reduce stress for all cats.

(4) Cats should be housed in a separate building or in a separate room far removed from rooms containing dog runs.

D. Enclosure Requirements for Dogs. Dogs shall be able to assume normal postures and engage in normal behaviors playing and moving freely without encountering another dog. Space should be large enough to accommodate bedding, food and water bowls.

(1) Enclosure height should be a minimum of one and one-half times the height of the dog at the shoulder.

(2) Floors in dog runs may slope to drain liquid out of runs to prevent pooling or puddling in runs or walkways. Slope may be one-quarter to one-half inch per linear foot.

(3) To prevent water and waste material from flowing from run to run, there should be solid walls between dog runs. Height of walls should be sufficient to prevent nose-to-nose contact of dogs between runs.

(4) Fencing or other materials that allow for airflow should be used, horizontally and vertically, above the solid walls providing a protective barrier at least six feet high between runs to prevent dogs from jumping over.

(5) All solid surfaces of dog runs should be constructed of water-resistant concrete, stone, cement block, brick, metal, or non-porous synthetic material which can be cleaned and sanitized. Sealed floors can be cleaned and disinfected most effectively. Fencing materials may be water resistant which can be easily cleaned and sanitized. Fencing materials shall be gauged and spaced to avoid escape by or injury to dogs. Chicken wire, barbed wire and wood shall not be used.

(6) If more than one dog occupies the same primary enclosure, additional floor and vertical space should be provided.

E. Enclosure Requirements for Other Species. Species other than dogs and cats shall have special requirements for housing and care.

(1) Stray livestock. The New Mexico Livestock Board shall be contacted to help facilitate the identification and ownership.

(2) Exotic animals. A veterinarian or someone with expertise in handling and caring for the species may be contacted for guidance. 16.24.7 NMAC 6

(3) Wild animals. The appropriate agency shall be contacted to take possession of the animal.

(a) Wild birds. The U.S. Fish and Wildlife Service shall be contacted.

(b) For any other wild animals, N.M. Department of Game and Fish shall be contacted.

F. Foster Housing Standards.

(1) Potential foster homes should go through an application process with background checks and home inspections.

(2) Guidelines addressing the following may be established:

(a) Vaccination and altered status of foster home animals.

(b) Maximum number of animals allowed.

(c) Housing and care standards.

(d) Maximum length of foster stay.

(3) Foster parents should be trained or educated on standards of care and potential health and wellness issues; emergency contact information may be provided.

(4) Care capacity within foster home should be considered before sending animals into the homes.

(5) Foster animals should be altered and have current vaccinations unless under the care of a veterinarian.

(6) Tag or microchip identification for foster animals should be provided to foster homes.

F. Colony/Group Housing Standards - Dogs. Dogs housed in the same primary enclosure may be maintained in compatible groups with the following restrictions:

(1) Primary enclosures may house one, or two, altered compatible dogs per enclosure. Litters should be housed with their dams.

(2) A female dog in season shall not be housed in the same primary enclosure with a male dog.

(3) An unaltered male dog shall not be housed in the same primary enclosure with an unaltered female other than under breeding age litter mates.

(4) An aggressive dog shall be housed individually in a primary enclosure; for protection of shelter personnel the enclosure shall be marked accordingly.

(5) Nursing mothers and their puppies should be removed from other animals. Removal will allow privacy, protection from unwanted intrusion and noise, alleviates fear/aggression, and to promote general well-being.

(6) Dogs shall not be housed in the same primary enclosure as cats.

(7) Dogs shall not be housed in the same primary enclosure with any other species of animals.

G. Colony/Group Housing Standards – Cats. When housing cats in colony rooms, the following guidelines should be followed:

(1) Cats should have at least 18 square feet of floor space per cat to maintain a distance of three to ten feet between cats; non-inclusive of perches or walkways. In temperate climates, can include outdoor access with 24-hour access to indoors.

(2) Cats with unknown vaccination history should be evaluated for health and behavior, vaccinated, isolated, and observed for at least 24 hours before being placed in cat colony rooms.

(3) Unsterilized males shall be separated from females. A female in season shall not be housed in the same primary enclosure as a male.

(4) Nursing mothers and their kittens should not be housed with other cats.

(5) One 12" x 8" cat litter pan for every three cats or five kittens should be provided.

(6) Water and dry food should be available at all times.

(7) Colony rooms may be equipped with shelves, resting boxes and hiding boxes.

(8) Stainless steel, fiberglass or other materials that are water resistant and can be cleaned and sanitized should be used. Wood shall not be used.

(9) Any cat exhibiting aggressive behavior shall be housed individually in its primary enclosure; for the protection of shelter personnel the enclosure should be marked accordingly.

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16.24.7.12 SANITATION STANDARDS: 16.24.7 NMAC 7

- A.** Written sanitation protocols shall be developed to provide consistent and thorough sanitation of the facilities. Protocols may be reviewed periodically in consultation with a veterinarian. Protocols may be updated for best practices. During an outbreak, sanitation protocols should be revised as needed to address specific pathogens.
- B.** Animal housing units or kennels shall be cleaned once daily at minimum and shall be thoroughly cleaned and disinfected once an animal no longer occupies the unit or kennel.
- C.** Animal waste shall be removed from primary enclosures daily or more often to prevent contamination of animals and to reduce disease hazards and odors. Waste shall be disposed of in accordance with local ordinance.
- D.** Cages, kennels, containers, equipment, and other items shall be cleaned at least once daily to maintain sanitary conditions.
- E.** Kennels and cages shall not be hosed down while animals are inside the kennels and cages.
- F.** To minimize stress for an animal remaining in an enclosure, spot cleaning may be used as appropriate. The enclosure shall be thoroughly cleaned and disinfected once an animal leaves an enclosure.
- G.** Cleaning may be carried out in the following order: from first to last to minimize the spread of disease.
- (1)** Healthy puppies and kittens; healthy, nursing bitches and queens.
- (2)** Healthy adult animals.
- (3)** Unhealthy animals.
- H.** To minimize the spread of disease, water and food containers and all other utensils shall be cleaned and sanitized using generally accepted methods such as the use of heat and chemical sanitizing solution. Containers shall be cleaned and sanitized as often as necessary to maintain sanitary conditions; food pans and bowls shall be cleaned between each use. If sinks are the method for cleaning, water and food pans or bowls shall be soaked and washed separately from litter pans with water and disinfectant changed between water and food pans or bowls and litter pans.
- I.** Product manufacturer instructions shall be followed precisely when cleaning, sanitizing and disinfecting. Chemicals shall not be mixed. Pine products and fumes are extremely toxic to cats and birds and shall not be used near them or to clean cat enclosures, pans, bowls etc.
- J.** Mopping should be avoided to reduce the spread of pathogens. If hosing is not possible and mopping must be used, disinfectant solution shall not be used from one housing area to another.
- K.** Water and food pans or bowls may be made of metal or be disposable. Plastic should not be used because it may be chewed and ingested and may retain contaminants.
- L.** Litter boxes shall be provided for cats in their primary enclosures with soiled litter disposed of on an as needed basis, a minimum of once a day. Litter boxes may be disposable or reusable if they are cleaned daily and sanitized before used by another cat. The use of plastic litter boxes is not recommended because they cannot be sufficiently disinfected and may be a source of disease.
- M.** Animal and food waste, soiled bedding, debris, and other organic waste should be stored in closed containers and disposed of on an as needed basis to avoid vermin infestation, odors, disease, and nuisances. Waste should be removed at least weekly from the facility. All reusable trash containers should be regularly sanitized and disinfected. All clothing and bedding shall be laundered and thoroughly dried before reuse.
- N.** To maintain sanitary conditions, pens and runs with absorbent or loose flooring i.e., sand, gravel or soil soiled with urine and/or fecal matter shall have such materials replaced as necessary. These types of organic materials cannot be sanitized or disinfected when the surface is muddy, water puddled or when odors and vermin are present.
- O.** Buildings and grounds shall be kept clean, in good repair and free of trash.
- P.** Weeds may be mowed or cut down where animals are kept or exercised.
- Q.** An effective program shall be maintained for the control of insects, fleas, avian, and mammalian pests.
- R.** Opened food supplies should be stored separately in closed waterproof containers. Unopened supplies of food should be stored off of the floor and adequately protected against contamination or infestation by vermin.
- S.** Animal bedding should be stored off of the floor and adequately protected against contamination or infestation.
- T.** Dead animals shall be stored and disposed of in strict compliance with state laws and local ordinances to avoid disease hazard or nuisance.

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16.24.7.13 ANIMAL CARE AND HANDLING STANDARDS:

A. Food and Water

- (1)** Animals should be fed twice daily except in cases of veterinary treatment or malnutrition. The food shall be free of contamination, palatable and of sufficient quality and nutritive value to meet normal daily requirements for the condition, size and age of the animal. Refrigeration should be provided for perishable food.
- (2)** Uneaten food shall be discarded after 24 hours. Food offered to an animal remaining uneaten shall not be fed to other animals.
- (3)** Care shall be taken not to underfeed or overfeed animals.
- (4)** Special consideration regarding types of food and frequency of feeding shall be given to puppies, kittens, older animals, and nursing dams.
- (5)** Malnourished or emaciated animals may need an increased food intake; introduction of food shall be regulated and increased gradually preferably with veterinary guidance.
- (6)** Animals shall be provided potable water at all times.
- (7)** Food and water containers shall be accessible and located to minimize contamination by excrement or other material. Food and water containers shall be cleaned daily; disposable food containers may be used only if discarded after each use.
- (8)** Food and water containers should be of a size to ensure accessibility based on the size of the animal.
- (9)** Spoiled, moldy food or food contaminated with feces, droppings or insects shall never be used. Food left in food bowls from the previous day shall be disposed of, disposable bowls discarded and non-disposable bowls cleaned.

B. Enrichment

- (1)** Enrichment means improving the environment and behavioral care for confined animals. Enrichment reduces stress and improves well-being by providing physical and mental stimulation and encouraging species-typical behaviors. Enrichment shall not be considered optional.
- (2)** If the recommended space requirements for dogs cannot be met due to shelter configuration, dogs may be exercised twice daily. For dogs requiring an opportunity to exercise, a written plan may be on file with each exercise session noted.
- (3)** Behavioral health and care of each animal as well as the conditions experienced by the entire population shall be a consideration of the shelter.

C. Quarantine and Isolation

- (1)** Animals that have bitten a human shall be quarantined pursuant to New Mexico State Law, local municipal or county ordinances.
- (2)** A veterinarian should be consulted.
- (3)** Animals under quarantine for observation of rabies symptoms after a bite incident shall be physically separated from all other animals and shall never be housed with animals under treatment for a communicable disease.
- (4)** Quarantine areas may have a separate ventilation system and should only be accessible to shelter personnel or owners accompanied by shelter personnel.
- (5)** Animals diagnosed and/or under treatment for a communicable disease should be isolated from healthy animals to minimize spread of disease. Areas may have a separate ventilation system. If isolation is impossible or inadequate to control the spread of pathogens, shelter shall weigh consequences of exposure to general population and the alternative, euthanasia.

D. Other Care Considerations

- (1)** Shelter animals shall always be handled safely and humanely to prevent injury, distress and spread of disease both to animals and personnel.
- (2)** Adequate animal handling equipment such as transfer cages, nets, catch poles, syringe poles shall be available, kept clean and in good repair to ensure the safety of personnel and animals.
- (3)** Shelter personnel should be trained in current humane and sanitary animal handling techniques.
- (4)** Long term confinement, including feral and aggressive animals, who cannot be provided with basic care, daily enrichment and exercise without inducing stress shall not be considered.
- (5)** The minimal amount of physical restraint needed without injury to people or animals shall be used. 16.24.7 NMAC

(6) The use of catch poles for routine restraint of cats, including carrying or lifting, is inhumane and poses significant risk of injury to the animal and shall not be used. Humane traps, boxes or nets designed for restraint shall be used for handling fractious cats or cats who appear to be unaccustomed to handling.

(7) When cats are moved from one location to another, it is recommended to cover the carrier with a towel or sheet to reduce stress and susceptibility to disease.

(8) Cats should be provided with clean bedding in each cage. Bedding shall be replaced when soiled or wet and when a new animal is introduced to the enclosure.

(9) Bedding or platforms may be provided to dogs on an as needed basis. Clean bedding should be provided to old, young, ill, or injured dogs. Bedding shall be replaced when soiled or wet and when a new animal is introduced to the enclosure. Only single layer bedding should be used for puppies and kittens to prevent accidental suffocation.

(10) Nursing dams may be provided with a whelping box. If a shelter is unable to provide a whelping box, the shelter shall ensure nursing dams have adequate bedding, warmth and cleanliness. Bedding shall be provided in the whelping box and replaced when soiled or wet.

(11) Nursing mothers and their babies should be removed from other animals to allow for privacy, protect them from unwanted intrusion and noise, to alleviate fear/aggression, and to promote their general well-being.

(12) Animals may be cleaned and groomed on an as needed basis.

(13) Medical issues should be treated; matted coats can cause pain, skin or eye irritation, or trap fecal matter. Bathing may be necessary to prevent or treat parasites and/or insects.

(14) No animal shall be allowed to suffer while in the care of the shelter.

(15) Care shall be taken to ensure that animals are not squirted or hosed with water, not put in contact with chemicals and not placed back in a wet or damp enclosures.

[16.24.7.13 NMAC - N, xx/xx/xxxx]

16.24.7.14 DISEASE CONTROL, HEALTH AND VETERINARY CARE STANDARDS:

A. No animal shall be allowed to suffer due to lack of veterinary care.

B. Shelters shall not fail to provide treatment for pain.

C. Shelters shall ensure compliance with all federal, state and local laws concerning reportable diseases.

D. Animals should be examined for injury and signs of disease at the time of impound under the guidance of a veterinarian, if possible, and treated immediately if animal is in pain or distress. If injured or sick animals cannot be provided veterinary care in a timely manner to stop their pain and suffering, the animal shall be humanely euthanized.

E. Common signs of illness, injury or parasitic infestation in dogs and cats that warrant veterinary care:

(1) Eyes are watery, appear swollen or show discharge.

(2) Ears are red or inflamed, show discharge or have a foul odor.

(3) Nose shows mucous, blood or pus discharge, or is crusty, congested or blocked.

(4) Gums are swollen or inflamed, teeth are loose or brown, or mouth has a foul odor.

(5) Animal is sneezing, coughing or wheezing.

(6) Animal has fleas or ticks, skin shows swelling or lesions.

(7) Animal limps or does not place weight on a limb.

(8) Animal is thin or obese.

(9) Animal has wounds, abscesses, cuts, or abrasions.

(10) Body temperature is abnormal.

(11) Animal is vomiting or has diarrhea.

F. Shelter should have a trained and experienced staff member, a veterinary technician or a veterinarian available to check animals and to provide care. Symptoms of possible illness shall be noted, recorded and brought to a supervisor's attention immediately.

G. Animals should be observed daily for signs of disease or distress. An animal suspected of having an infectious disease may be physically separated from other susceptible animals until the animal is determined to be non-infectious.

H. A system should be in place to care for injured and sick animals brought to the shelter after normal working hours. Shelters may enter into a written contract with a local veterinarian to be available on call for treatment after hours.

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I. Animals with obvious signs of serious disease, injury or distress that cannot be addressed, as well as aggressive animals, shall be humanely euthanized.

J. For humane reasons, it may be necessary to euthanize an animal despite the holding time requirements not having been met. An animal shall not be allowed to suffer while in the shelter's care.

K. Dogs and cats may be dipped or sprayed, top spotted or given oral treatment for fleas, ticks or internal parasites, as necessary. Methods shall be used according to the season, region of state and according to manufacturer's instructions concerning treatment strengths depending on size, age or health of animal.

[16.24.7.14 NMAC - N, xx/xx/xxxx]

16.24.7.15 VACCINATIONS STANDARDS:

A. All dogs and cats should be vaccinated upon initial impound. A veterinarian or trained staff member may administer the following core vaccines:

(1) Dogs:

(a) DA2PP or DHPP vaccine to provide protection against distemper, adenovirus-2, parvovirus, parainfluenza. Adult dogs may be vaccinated upon intake. Puppies may be vaccinated starting at 4-6 weeks of age and re-vaccinated every 2-4 weeks until 16-18 weeks of age.

(b) Bordetella bronchiseptica vaccine to protect against kennel cough for puppies and adult dogs.

(2) Cats: FVRCP vaccine to provide protection against feline herpesvirus, feline viral rhinotracheitis, feline calicivirus, and feline panleukopenia. Adult cats may be vaccinated once upon intake. Kittens may be vaccinated starting at 4-6 weeks of age and re-vaccinated every 2-4 weeks until 18 weeks of age. A modified live vaccine is recommended.

B. All animals shall be considered unvaccinated unless a documented medical record exists. Special consideration shall be given to animals with medical conditions, pregnant animals and animals less than 4 weeks old.

C. Core vaccines should be administered at the time of intake for optimum disease control.

D. Rabies vaccinations may be given at the time of adoption or by the adopter's veterinarian depending on local municipal or county ordinance.

E. Rabies vaccinations shall be administered pursuant to Section 77-1-3 NMSA 1978.

[16.24.7.15 NMAC - N, xx/xx/xxxx]

16.24.7.16 RECORD KEEPING STANDARDS:

A. Records shall be kept for each animal impounded, for each animal accepted as an owner-surrender, for each animal brought to the shelter by a member of the public as a stray, and for each animal that is otherwise acquired.

B. Records shall include:

(1) Date of acquisition and manner of acquisition: animal control officer, public intake, owner surrender etc.

(2) Description and identifying characteristics including: species, breed, color, age, weight, gender, and any background information.

(3) Tag and/or microchip information.

(4) Reason for impoundment or relinquishment.

(5) Veterinary care.

(6) Disposition of the animal.

(7) Date of redemption of adoption, transfer of ownership or euthanasia.

(8) Name, address and telephone number of receiving person or entity.

C. Statistics should include monthly intake and outcomes by type for each species.

D. Collars, tags or other potential identification should be kept on the animal or in the animal's file during the impound time.

E. Each animal shall be identifiable by use of cage/run cards and/or identifying collars.

F. Photographs should be taken of each animal, maintained with the animal's records and posted on its cage to minimize the possibility of a mistaken euthanasia.

G. Shelters shall maintain records for a minimum of two years from the date of an animal's final disposition.

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16.24.7.17 COMMUNITY ACCESS AND SERVICE STANDARDS:

A. Shelters should be accessible to the public seeking to reclaim their animal or adopt an animal.

(1) Hours open to the public shall be clearly marked on the facility.

(2) The shelter's telephone number and address shall be listed in local telephone directories.

(3) The shelter should have internet presence with all pertinent information as well as listings of lost or found animals and animals available for adoption.

(4) Shelters should be open to the public at least one weekend day or two days until 6:00 p.m.

B. Shelters may have provisions for animals dropped off after hours. Care shall be taken so that animals are protected from injury, theft and the elements. Unattended drop boxes are not recommended. Provisions should be made for after hours entry, impoundment and treatment procedures for animal control officers to follow. Sick or injured animals shall be attended to by trained personnel immediately due to potential for unalleviated suffering of the animal as well as liability to the shelter.

C. When an animal has visible identification or a microchip upon impound, shelter personnel shall make every attempt to contact the owner. Each animal shall be scanned for a microchip and the number entered into the animal's record. If the owner surrenders a microchipped animal, the shelter shall determine if the surrendering owner matches the name on the microchip to ensure the animal is not stolen. In the case of stray animals, the shelter shall promptly attempt to contact the owner to whom the microchip is registered by telephone. In the event no contact can be made via telephone, then the shelter may send a letter to the address listed on the microchip registration. Attempts to trace microchip information and contact attempts with the registered owner shall be documented.

D. In addition to being scanned at intake, animals shall be re-scanned prior to final disposition. If the final disposition is by euthanasia, scanning shall be done pursuant to Board of Veterinary Medicine rule 16.24.3.8 B Duties of Licensee and Certificate Holders.

E. Shelters shall refer to local, municipal or county ordinance which address the minimum stray holding time. Stray animals without identification should be held long enough to give owner sufficient time to reclaim the animal. Stray animals with identification i.e. tag, tattoo, and/or microchip should be held long enough to allow the shelter sufficient time for notification and owner reclaim.

F. Animals in law enforcement protective custody shall be in locked areas with appropriate signage that meet standards and are inaccessible to the public. Depending on the case type, owner may be allowed to visit the animal or animals.

[16.24.7.17 NMAC - N, xx/xx/xxxx]

16.24.7.18 SHELTER PERSONNEL STANDARDS:

A. The shelter shall maintain compliance with federal and state occupational safety regulations for chemical, biological and physical hazards in the workplace.

B. All shelter personnel should be trained in all aspects of their responsibilities. Training topics may be, at minimum:

(1) Animal health and disease control.

(2) Humane care and treatment of animals.

(3) Control of animals in an animal shelter.

(4) Transportation of animals.

(5) Disease recognition.

(6) Animal breed identification and behavior.

(7) Pre-adoption evaluation and temperament testing.

(8) Adoption policies and procedures.

(9) Handling, capture and restraint techniques.

(10) Personnel safety and use of equipment.

(11) Euthanasia.

(12) Compassion fatigue and self-care.

C. Shelter personnel should be provided with a comprehensive standard operating procedures (SOP) manual. The SOP should outline all shelter policies and procedures and the duties for each position.

D. Shelter personnel shall adhere to New Mexico's anti-cruelty law at all times. See 30-18-1 *et seq.* NMSA 1978.

E. Protective gear and appropriate animal handling equipment shall be readily available to personnel. 16.24.7 NMAC

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F. Shelter personnel should wash their hands frequently to protect themselves and the animals. Hand sanitizers, first aid kits and eye wash stations may be made available to all employees, volunteers and visitors.

[16.24.7.18 NMAC - N, xx/xx/xxxx]

16.24.7.19 ADOPTION STANDARDS:

A. Shelters should establish adoption fees. An adoption program may be developed and implemented. If the shelter waives specific adoption fees, the shelter guidelines shall not be waived.

B. Shelters should develop criteria for potential adopters and unsuitable adopters. Adopters may sign a contract under which they agree to provide a specified level of care.

C. Shelters should learn temperament testing procedures to ensure that animals are fit for adoption and to facilitate the best possible match between adopters and animals.

D. An adoption screening program may include discussion of suitability of adopter and animal.

E. When adopting out a sick animal or animal that is receiving medical treatment, full disclosure should be made to the person or organization receiving the animal.

F. In the event shelters offer animals for adoption that have not been sterilized, the shelter shall comply with New Mexico State law 77-1-20 A-F NMSA 1978.

G. Policies should be developed to avoid adopting out or releasing unaltered animals.

H. Shelters should consider a program to microchip all adopted animals.

I. Reasonable care shall be taken to adopt out or transfer only those animals free of disease and untreatable injury.

J. Animals believed to be dangerous, potentially dangerous or have caused a serious injury resulting in same species or human death shall not be re-homed. Chapter 77 Section 1A NMSA 1978.

K. Shelters, in their due diligence, shall make every effort to place animals with recognized rescue organizations and responsible sanctuaries. Shelters should thoroughly research rescue organizations and sanctuaries prior to placement to avoid possible hoarding situations.

[16.24.7.19 NMAC - N, xx/xx/xxxx]

16.24.7.20 SHELTER TRANSPORT STANDARD:

A. Transport vehicles and equipment shall be cleaned and sanitized prior to transport.

B. Animals shall not to be transported unrestrained in open beds of trucks.

C. Temperature extremes, below 45 degrees and above 80 degrees, during transport shall be avoided.

D. Compliance with state and local laws shall be followed for source and destination shelters.

E. Health certificates shall accompany animals crossing state lines as required.

F. Unfamiliar animals shall not be transported together in same enclosure.

G. Animals should be vaccinated and treated for internal and external parasites prior to transport.

H. Transport space should be adequate to allow the animal to turn around and lie down.

I. Transports anticipated longer than eight hours in duration should accommodate safe animal exercise and relief.

[16.24.7.20 NMAC - N, xx/xx/xxxx]

HISTORY OF 16.24.7 NMAC: [RESERVED]