



Date: February 22, 2021

**STATE OF VERMONT**

**DEPARTMENT FOR CHILDREN AND FAMILIES**

**ECONOMIC SERVICES DIVISION**

**SEALED BID**

**REQUEST FOR PROPOSALS (RFP)**

**VERMONT SPAY AND NEUTER INCENTIVE PROGRAM (VSNIP) ADMINISTRATION  
REQUISITION NUMBER: 2022-DCF-VSNIP ADMIN**

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND  
ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<https://www.vermontbusinessregistry.com/Default.aspx>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES  
WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH  
BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL  
NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP.**

**CHAPTER 1**  
**Information for the Bidder**

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### 1. GENERAL PROVISIONS

#### 1.1 Introduction

The Vermont Department for Children and Families' (DCF) mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. DCF is structured around six Divisions that deliver programs and services to Vermonters; one of those Divisions is the Economic Services Division ("ESD"). ESD administers several benefits programs that help Vermonters meet their basic needs, including the General Assistance (GA) Program. The GA Program's oversees the Vermont Spay Neuter Incentive Program (VSNIP). The purpose of VSNIP is to reduce the pet population of unwanted companion animals by assisting Vermonters who are income-eligible with certain veterinary costs associated with the permanent sexual sterilization of their dogs, cats, and wolf-hybrids through spaying and neutering. VSNIP is authorized by Title 20 V.S.A. Chapter 193, Subchapter 6; current VSNIP rules, based on these statutory requirements, are located in Appendix B of this RFP for reference.

ESD is seeking to enter into a contract or contracts with one or more qualified organizations or entities to provide statewide VSNIP administration services. These VSNIP administration services are detailed in this RFP and include, but are not limited to, VSNIP voucher application support and processing, VSNIP voucher administration, VSNIP marketing services, and veterinary recruitment and outreach services for the State's VSNIP, a comprehensive statewide reduced cost spaying and neutering program for dogs, cats, and wolf-hybrids owned or cared for by Vermonters who are income eligible.

#### 1.2 Schedule of Events

The expected timetable, including the Proposal Due Date and other important dates are set forth below. The name of any Vendor submitting a response shall be a matter of public record.

RFP Posted	February 22, 2021
Bidder's Questions Due	March 12, 2021 by 4:30pm
State/ESD Response	March 26, 2021 by 5:00pm
Proposal Due and Closing Date/Time	April 9, 2021 by 4:00pm
Bid Opening	April 9 at 4:15pm by Microsoft Teams
Selection Notification	April 30, 2021
Commencement of Contract	August 1, 2021

#### 1.3 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of:

Patricia Hendee, ESD Contracts & Grants Administrator  
Economic Services Division  
Department for Children and Families  
AHS.DCFESDGrantsandContracts@vermont.gov

Patricia Hendee is the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.

#### 1.4 Question and Answer Period

Any vendor requiring clarification of any section of this proposal or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for bidders' questions indicated in Section 1.2 Schedule of Events. Questions and/or comments must be e-mailed to

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the RFP Single Point of Contact listed in Section 1.3 of this RFP. Any questions, comments, or objections not raised in writing on or before the last day of the question period are waived. Responses to the Questions sent will be posted only to the bid website identified on the front page of this RFP by the deadline listed in Section 1.2 Schedule of Events. ESD will make no attempt to contact Vendors with updated information.

### 1.5 Instructions to Bidders

The Bid Proposal Packet: A bid proposal packet is the entire package of information sent by one bidder in response to the RFP described in this document. Each bidder may submit only one bid proposal packet. The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP. The bid proposal must include:

- 1.5.1. Bidder's Information Sheet: One Bidder's Information Sheet, found in Appendix A, must be included as the cover sheet of the proposal being submitted. Be sure to complete the form in its entirety.
- 1.5.2. Letter of Submittal: One letter of submittal, signed by a person authorized to bind your organization/entity to a contract. Your letter must include:
  - 1.5.2.1. *Identifying information about your organization/entity and any sub-contractors*. Include the name of the organization/entity, names, addresses, telephone numbers, and address of principal officers and project/program leader, and a description of the type of organization/entity you operate. If a bidder proposes to meet required scope by an arrangement involving a prime contractor and one or more subcontractors, the prime contractor must be the bidder, but the prime contractor's cover letter must very clearly identify any and all subcontractors and the prime contractor's bid proposal must clearly describe how scope, roles, and responsibilities will be allocated among the prime contractor and all subcontractors and must provide a substantiation of the specific relevant experience and qualifications of both the prime contractor and any/all subcontractors.
  - 1.5.2.2. *Identification of confidential information*. To the extent the bid proposal contains information a bidder considers to be proprietary and confidential, the bidder must comply with the following requirements concerning the contents of the cover letter and the submission of a redacted copy of the bid proposal (or affected portions thereof):
    - 1.5.2.2.1. The successful bid proposal will become part of the contract file and will become a matter of public record, as will all other bid proposals received by the State. If the bid proposal includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its bid proposal for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
  - 1.5.2.3. *Exceptions to Contract Terms and Conditions*. If the bidder wishes to propose an exception or

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alternate contract language to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the bid proposal. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, ESD reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

*1.5.2.4. A detailed list of all materials and enclosures being sent in the proposal.*

*1.5.2.5. Any other statements you wish to convey to ESD.*

- 1.5.3. Vermont Tax Certificate and Insurance Certificate:** One copy of the VT Tax Certificate and Insurance Certificate page, found in Appendix A, must be completed and signed by a person authorized to bind you/your organization/entity.
- 1.5.4. Certification and Assurances:** One copy of the signed Certifications and Assurances, found in Appendix A, signed by a person authorized to bind your organization/entity to a contract.
- 1.5.5. In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), bidders must comply with the following provisions and requirements.**
- 1.5.5.1. Certificate of Compliance:** For bid amounts exceeding \$250,000.00, Bidders shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
- 1.5.5.2. Subcontractor Reporting Form:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. The subcontractor reporting form is welcomed but not required to be submitted with the bid response.
- 1.5.6. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**
- For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.
- After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.
- 1.5.7. References:** Provide the names, addresses, and phone numbers of at least three organizations who can talk knowledgeably about your organization/entity's performance and its' ability to meet the specifications in this proposal.
- 1.5.8. Schedule A Budget Submittal Form & Schedules B, C, D, and E:** One Budget Submittal Form, found in Appendix A, must itemize your bid proposal costs in addition to the requested accompanying

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narratives. Bidders must price the terms of this solicitation at their best pricing.

- 1.5.8.1. Prices and/or rates shall remain firm for the term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

1.5.9. Your proposal should respond to the following four identified areas (see Section 2-1\_SCORING for more detail).

- 1.5.9.1. Quality of Bidder Experience
- 1.5.9.2. Bidder Capacity
- 1.5.9.3. Technical Proposal/Program Specifications
- 1.5.9.4. Program Costs

1.5.10. Any other attachments to the proposal labeled and attached.

### 1.5.11. PROPOSAL FORMAT

- 1.5.11.1. Documents must be single-spaced, use not less than a twelve (12) point font, and have an 8.5" x 11" portrait page layout.
- 1.5.11.2. Documents must be in Microsoft Word, .PDF or straight text file formats. No zip files will be accepted. The State prefers .PDF submission but is open to receiving proposals in the identified formats.
- 1.5.11.3. Your entity's name and the RFP requisition number will be included on each page of the submitted bid.
- 1.5.11.4. Write the sections of the program proposal in the order given in the scoring criteria charts (bidder capacity, bidder experience, program specifications, and program costs).
- 1.5.11.5. Address the proposal specifications in the same manner as the program specifications (title and number each item in the same way it appears in the specifications, to the extent possible).
- 1.5.11.6. Each bidder may submit only one proposal under this RFP. If you send multiple proposals under this requisition number, ESD will reject all of your proposals.

### 1.5.12. SUBMISSION OF PROPOSALS

- 1.5.12.1. Email your complete proposal to the Single Point of Contact identified in Section 1.3 of this RFP. **EMAIL SUBJECT LINE MUST BE: BID: 2022-DCF-VSNIP Admin.**
- 1.5.12.2. Your complete bid proposal must arrive at the email address listed on is Section 1.3 **no later than 4:00pm on April 9, 2021.** Late responses shall not be accepted and shall automatically be disqualified from further consideration. It is your sole responsibility to ensure delivery by the designated deadline.
  - 1.5.12.2.1. ESD does not take responsibility for any problems in electronic delivery, either within or outside ESD. Receipt by any other office or State employee is not equivalent to receipt by ESD.

## 1.6. FACSIMILE COMMUNICATION

You may not use facsimile communication (FAX) for any communication required in this RFP. You may not send proposal, protest, or questions by facsimile communication.

## 1.7. PUBLIC RECORD

- 1.7.1. All proposals shall become the property of the State.
- 1.7.2. All public records of ESD are available for disclosure, except for RFPs prior to the release to potential bidders; and proposals and bids received in response to the RFP, until the Contractor(s) and ESD have executed the contract(s). At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the successful bidder's proposal. The name of any bidder submitting a response shall also be a matter of public record. Other persons, companies, or organizations may also make a request at that time or at a later date.

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**1.7.3.** ESD will not disclose RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure, except those portions specifically marked by the bidder as falling within one of the exceptions of 1, V.S.A., Ch. 5 Sec. 317.

### **1.8. COSTS OF PROPOSAL PREPARATION**

ESD will not pay any bidder costs associated with preparing or presenting any proposal in response to this RFP.

### **1.9. BID OPENING**

Due to COVID-19, there will be no in-person public bid opening. The public bid opening shall be held by Microsoft Teams at 4:15pm on April 9, 2021. To join by phone, call:

Toll number: 1-802-828-7667, Conference ID: 442525681#

During the bid opening, the State will share the name of each bidder and the city and state the bidder is located for any and all bids received by the due date.

### **1.10. STATEMENT OF RIGHTS**

ESD shall have the authority to evaluate Bid Proposals and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. ESD reserves the right to obtain clarification or additional information necessary to properly evaluate a bid proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's bid proposal. To secure a project that is deemed to be in the best interest of the State, ESD reserves the right to accept or reject any and all bid proposals, in whole or in part, with or without cause, and to waive technicalities in submissions. ESD also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

If ESD receives one or fewer responsive Bid Proposals as a result of this RFP, ESD reserves the right to select the Contractor which best meets ESD's needs. That Contractor will be selected by ESD management. The Contractor selected need not be the sole bidder but will be required to document their ability to meet the requirements identified in this RFP.

**1.10.1. Best and Final Offer (BAFO).** At any time after submission of Bid Proposals and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

### **1.11. NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES**

Read all instructions carefully. If you do not comply with any part of this RFP, ESD may, at its sole option, reject your bid proposal as non-responsive. ESD reserves the right to waive minor irregularities contained in any bid proposal.

### **1.12. RFP AMENDMENTS**

ESD reserves the right to amend this RFP. ESD will post any RFP amendments to the bid site.

### **1.13. REJECTION RIGHTS**

ESD may, at any time and at its sole discretion and without penalty, reject any and all proposals received and issue no contract(s) as a result of this RFP. Furthermore, a proposal may be rejected

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for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- 1.13.1. The failure of the bidder to adhere to one or more provisions established in this RFP.
- 1.13.2. The failure of the bidder to submit required information in the format specified in this RFP.
- 1.13.3. The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

**1.14. AUTHORITY TO BIND ESD**

The Commissioner of DCF and Deputy Commissioner of ESD (in parent Agency of Human Services' Secretary or Acting Secretary or Deputy Secretary) are the only persons who may legally commit ESD to any contract agreements.



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### **2. PROPOSAL REVIEW & METHOD OF AWARD**

Awards will be made in the best interest of the State. ESD may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

Responsive bid proposals that are compliant with RFP procedural instructions will be evaluated by a Review Team comprised of knowledgeable individuals from the DCF Central Office. If the procedural instructions are not followed, the bid proposal shall be considered non-responsive. Non-responsive proposals shall be eliminated from further evaluation.

#### **2.1. SCORING**

For each bid proposal, the four sections outlined in this section (Quality of Bidder Experience, Bidder Capacity, Technical Proposal and Program Costs) must be responded to in your proposal.

Bid proposals will be scored by individual members of the Review Team. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below. Best value will also be considered in assessing and selecting bidders, with substantial consideration given to price, and also to non-price factors such as quality of proposed products and services, experience, quality of proposed personnel, and/or management plan or experience. The State may also consider how well distinct proposals might "fit" in relation to one another in order to accomplish the overall scope at best value for the entirety of the scope to be covered by contract(s) resulting from this RFP. The sum of the scores from the individual members of the Review Team will become the bid proposal's final score.

The Criteria for Scoring sheet is located in Section 2.4.

#### **2.2. SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER**

The Review Team will evaluate the proposals based on responsiveness to RFP key points and forward the completed scoring tools as well as copies of the proposals to the Deputy Commissioner of the Economic Services Division or his/her designee for final review and determination of the Apparently Successful Bidder(s).

#### **2.3. NOTIFICATION OF AWARD**

ESD will notify the Apparently Successful Bidder(s) in writing by the date listed in Section 1.2 of this RFP. ESD will notify all other bidders in writing when the contract(s) resulting from this RFP is/are signed.

In the event the State is successful in negotiating with the Apparently Successful Bidder(s), the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Apparently Successful Bidder, the State reserves the option of negotiating with another Vendor or to end the RFP process entirely.

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2.4 CRITERIA FOR SCORING	Total Possible Points	Applicant Score
<b>1. INFORMATION FROM THE BIDDER</b>		
<b>A. Quality of Bidder's Experience</b>	<b>10</b>	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• Bidder's experience in providing the services outlined in this RFP to Vermont's cat, dog, and wolf-hybrid population, including examples of services performed that are the same or similar to those called for in this RFP:               <ul style="list-style-type: none"> <li>○ Application review and processing</li> <li>○ Award/Voucher issuance and tracking</li> <li>○ Programmatic marketing services</li> <li>○ Provider recruitment and outreach services.</li> </ul> </li> <li>• Bidder's experience working with local humane societies and other animal protection organizations.</li> </ul>	10	
<b>B. Bidder's Capacity to Perform</b>	<b>10</b>	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• Bidder's certifications, memberships, licenses, and/or endorsements relative to animal welfare.</li> <li>• Bidder's ability to provide the services outlined in this RFP throughout the State of Vermont within the specified time frame(s).</li> <li>• Bidder's organization/entity structure, including the bidder's staffing capacity, the number of staff available to perform VSNIP administrative services, clientele typically served, and methods of service delivery.</li> <li>• The services/deliverables outlined in this RFP and goals of GA's VSNIP are supported by the bidder's organization/entity structure, mission, and other policies.</li> </ul>	10	
<b>2. TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS</b>		
<b>A. Responsiveness to Specifications</b>	<b>60</b>	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• Bidder's process for the collection, storage, and electronic provision of required statistical data outlined in this RFP to the State.</li> </ul>	10	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• Bidder's detailed community outreach and education strategy outlined in this RFP for the promotion of VSNIP statewide to ensure Vermonters who may be income eligible are made aware of the Program.</li> </ul>	15	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• Bidder's proposal on veterinary outreach, recruitment, and retention activities statewide to encourage participation in VSNIP.</li> </ul>	15	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• Bidder's detailed plan on the following:               <ul style="list-style-type: none"> <li>- eligibility verification, application processing system to ensure applications are both complete and accurate, animal purchase price verification, and voucher issuance and monitoring.</li> </ul> </li> </ul>	20	
<b>B. Program Cost</b>	<b>20</b>	
Rate the bid proposal on the following: <ul style="list-style-type: none"> <li>• The bidder submitted completed financial proposal with all required Schedules.</li> <li>• The bidder's fiscal experience managing contracts of comparable scale, scope, and complexity.</li> <li>• The Proposal fits overall in relation to the complete project scope at the best value.</li> </ul>	20	
<b>OVERALL TOTAL SCORE</b>	<b>100</b>	

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### 3. CONTRACT DEVELOPMENT

#### 3.1. CONTRACT TERM

Tentatively, the period of performance of the work to be performed as a result of this RFP is by August 1, 2021 to June 30, 2023. ESD has the option to continue to contract with the successful bidder(s) pursuant to this RFP with two additional one-year extensions.

#### 3.2. CONTRACT STIPULATIONS

ESD reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but they may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will be incorporated as part of the final contract. The selected vendor(s) will sign a contract with ESD to provide the items named in their responses, at the prices listed. This contract will be subject to review throughout its term. ESD will consider cancellation upon discovery that the selected vendor(s) is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be ESD's sole point of contact and will bear sole responsibility for performance under any resulting agreement.

#### 3.3. REMITTANCE OF PAYMENT

Contractor must specify the address to which payments will be sent and provide a current W-9 to ESD that has been signed within the last six months. It is also requested that the bidder's DUNS number be provided as part of the bid proposal.

#### 3.4. CONTRACT ACCEPTANCE

The Apparently Successful Bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachments C and F as attached to this RFP for reference. If an IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services. If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, ESD may cancel the selection and award to the next highest-ranked bidder(s).

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**4. STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS**

- 4.1.** Unless otherwise noted in writing within your Proposal, the following standard state provisions in Attachment C, Attachment E (if applicable), and Attachment F are agreed to.

**ATTACHMENT C:  
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**ATTACHMENT F:  
AGENCY OF HUMAN SERVICES’ CUSTOMARY CONTRACT/GRANT PROVISIONS  
REVISED MAY 16, 2018**

“Attachment F: Agency of Human Services’ Customary Contract/Grant Provisions” constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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**ATTACHMENT D  
MODIFICATIONS OF REQUIREMENTS IN ATTACHMENT C**

1. THE REQUIREMENTS CONTAINED IN ATTACHMENT C, CLAUSE #13 ARE HEREBY MODIFIED BY THE ADDITION OF THE FOLLOWING PROVISION:

Both parties agree that the other retains all right, title, and interest in ideas, concepts, expertise, programs, systems, methodologies, data, or other materials that were acquired or developed prior to or outside the scope of this Agreement. The State shall retain all right, title, and interest in any and all State ideas, concepts, expertise, programs, systems, methodologies, data, and other materials (collectively “State Intellectual Property”) provided under this Agreement. The State shall retain the right, title, and interest in any derivative works flowing from any of the State Intellectual Property.

Any data collected, received, or processed by the Contractor in connection with VSNIP, including any PII, will be the property of the State. The Contractor may de-identify such data by removing the following data:

1. Applicant’s name;
2. Applicant’s social security number (if present);
3. Applicant’s phone number;
4. Applicant’s house or apartment number/PO Box; and
5. Other identifiable information the applicant may incidentally supply but not have listed on the application,

and by retaining all other data not listed above (defined as “data stripped of PII”). The State hereby grants the Contractor a fully paid, non-exclusive, perpetual license to use such de-identified data for any and all purposes related to the Contractor’s mission as a humane society, including for use in the Contractor’s database, to the extent that the use does not otherwise represent a breach of the terms of this Agreement. For avoidance of doubt, data stripped of PII includes all data fields on the VSNIP application other than those listed above and includes no additional data.

**CHAPTER 2**  
**INFORMATION FROM THE BIDDER**

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**REQUEST FOR PROPOSAL**  
***2022-DCF-VSNIP Admin***

**1. QUALITY OF BIDDER'S EXPERIENCE**

In this section, please tell the State about the related or relevant experience your organization/entity has in providing the services outlined in this RFP with the cat/dog/wolf-hybrid populations, application review and processing services, benefits issuance, provider outreach and recruitment services, and programmatic marketing services, etc.

Total points for this section: **10**

See Proposal Review and the Criteria for Scoring chart, Sections 2 and 2.4, for additional detail.

**2. BIDDER'S CAPACITY TO PERFORM**

In this section, please tell the State about the capacity of your organization/entity to provide the services outlined in the RFP throughout the State of Vermont. Please detail your organizational structure, staffing capacity, and how the goals of VSNIP fit into this structure. Please also include any relevant certifications, memberships, licenses, and/or endorsements relative to animal health and/or welfare.

Total points for this section: **10**

See Proposal Review and the Criteria for Scoring chart, Sections 2 and 2.4 for additional detail.

**3. TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS**

In this section, please tell the State how your organization/entity will meet the program goals and provide the services outlined in the RFP throughout the State of Vermont. Please include specifics on how your organization/entity would provide a comprehensive service to market VSNIP, conduct recruitment and outreach activities to veterinarian offices, manage receipt/review/processing of VSNIP applications, and collect and submit statistical data.

Total points for this section: **60**

See Proposal Review and Criteria for Scoring chart, Sections 2 and 2.4 for additional detail.

**4. PROGRAM COSTS PROPOSAL**

In this section, please describe for the State your organization/entity's proposed costs for providing services outlined in this RFP by submitting a complete financial proposal, including Schedule A: Summary of Costs Form, and Schedules B, C, D, and E (all located in Appendix A). Proposals will be evaluated on total costs and submitted narratives.

Total points for this section: **20**

See Proposal Review and the Criteria for Scoring chart, Sections 2 and 2.4 for additional detail.

**CHAPTER 3**  
**TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS**



**Requisition Number: 2022-DCF-VSNIP Admin**

**REQUEST FOR PROPOSAL  
2022-DCF-VSNIP Admin**

**1. STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, Department for Children and Families, Economic Services Division (hereinafter called “State”), and \_\_\_\_\_, with a principal place of business in \_\_\_\_\_, (hereinafter called “Contractor”). Contractor’s form of business organization is \_\_\_\_\_. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this Contract is the provision of application, administration, marketing and outreach, and veterinary recruitment and retention services for the Vermont Spay Neuter Incentive Program (hereinafter called “Program” or “VSNIP”). Detailed services to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$\_\_\_\_\_.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on August 1, 2021 and end on June 30, 2023, with an option to extend up to two additional twelve (12) months periods.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by either party at any time by giving written notice at least thirty (30) calendar days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of \_\_\_\_ pages including the following attachments which are incorporated herein:
  - Attachment A - Statement of Work
  - Attachment B - Payment Provisions
  - Attachment C – “Standard State Provisions for Contracts and Grants”
  - Attachment D – Modifications (if applicable)
  - Attachment E – Business Associate Agreement (if applicable)
  - Attachment F - AHS Customary Grant/Contract Provisions
  - Attachment G - Other Contract Provisions/Reporting forms
9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

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- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E (if applicable)
- (7) Attachment F
- (8) Attachment G

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**2. ATTACHMENT A: SCOPE OF WORK TO BE PERFORMED**

**A. PROGRAM BACKGROUND**

The Vermont Department for Children and Families' (DCF) mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. DCF is structured around six Divisions that deliver programs and services to Vermonters; one of those Divisions is the Economic Services Division ("ESD"). ESD administers several benefits programs that help Vermonters meet their basic needs, including the General Assistance (GA) Program. The GA Program oversees the Vermont Spay Neuter Incentive Program (VSNIP). The purpose of VSNIP is to reduce the pet population of unwanted companion animals by assisting Vermonters who are income-eligible with certain veterinary costs associated with the permanent sexual sterilization of their dogs, cats, and wolf-hybrids through spaying and neutering. VSNIP and its corresponding rules are authorized by Title 20 V.S.A. Chapter 193, Subchapter 6.

**B. SERVICE DESCRIPTION**

The Contractor shall provide assistance to the State in the administration of VSNIP in the categories of applicant eligibility determination, community outreach and education on VSNIP, VSNIP voucher administration for the sterilization and immunization of companion animals, veterinary recruitment and retention, application assistance, and programmatic and statistical reporting, as specified below in Section D. Specifications.

**C. SERVICE GOALS & OUTCOMES**

The services provided by the Contractor shall assist the State of Vermont in:

- Reducing the population of unwanted, companion cats, dogs, and wolf-hybrids in Vermont,
- Increasing the availability of low-cost Spaying and Neutering services to Vermonters with low-incomes, and
- Increasing public awareness of VSNIP, including the application process.

**D. SPECIFICATIONS**

**1. Community Outreach and Education**

The Contractor shall:

- a. Provide marketing and outreach services for VSNIP on a statewide basis;
- b. The Contractor shall conduct a minimum of eight (8) outreach events to promote VSNIP annually.
- c. Respond within 72 business hours to public inquiries about VSNIP;
- d. Distribute and supply VSNIP posters, brochures, applications, and other promotional and/or educational materials to locations statewide where Vermonters with dogs, cats, and/or wolf-hybrids are likely to encounter them (i.e. animal shelters, pet food/supply stores, veterinary hospitals, community action agencies, advocacy groups, public benefit program offices, Rabies clinics, social service organizations, and town clerk offices) and to other locations as needed and as requested by the State; and
- e. Store all written materials necessary to implement VSNIP without interruption, including, but not limited to, keeping a supply of VSNIP applications readily available and notifying the State at least 2 weeks prior to the anticipated depletion of any materials;
  - i. (Note: The State shall supply and deliver printed copies of VSNIP applications, VSNIP vouchers, and pre-addressed postage-paid envelopes for applicant use to the Contractor throughout the agreement term. As such, the printing and mailing costs for these items by the State shall be incurred by the State and should not be included in the RFP Cost Proposal).

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### 2. Applicant Assistance, Eligibility Determination, Application Denial, and Application Approval - Voucher Issuance

#### *VSNIP Application Assistance*

The Contractor shall provide the following:

- a. information on the location of VSNIP applications, both online and paper versions, to all interested applicants upon request;
- b. assistance to applicants, as needed, in determining the dollar amounts that translate to a household income at or below 185% of the current Federal Poverty Level (FPL) for various household sizes, which is based on the yearly publication by the US Department of Health and Human Services;
- c. one-on-one VSNIP application completion assistance to applicants, upon request; and
- d. education and encouragement for applicants that have more than one non-sterilized companion animal in the household to apply for multiple VSNIP vouchers within one VSNIP application (note: applications shall not be denied for applicants who are otherwise eligible if all companion animals are not included on an application).

#### *VSNIP Application Review & Income Eligibility Determination*

The Contractor shall be responsible for reviewing VSNIP applications submitted and determining applicant eligibility for VSNIP services based on established eligibility criteria prior to the issuance of VSNIP vouchers for the sterilization and immunization of companion animals.

#### *Application Review*

Upon receipt of each VSNIP application, the Contractor shall review the application to ensure each is fully completed and compliant with VSNIP Rules (located in Appendix B of this RFP for reference); fully completed means all required information and documentation has been supplied on the application. The Contractor shall process all fully completed and compliant VSNIP applications within **five business days** from the date of receipt.

As part of the application review process, the Contractor shall verify the applicant meets all of the following criteria before approving an application and issuing a VSNIP voucher:

- a. is a Vermont resident;
- b. is the owner of at least one companion animal;
- c. acquired the companion animal(s) either for no compensation or for a nominal fee of no more than \$75.00 per companion animal; and
- d. is income eligible for VSNIP as detailed below in *Income Eligibility Determination*.

The Contractor shall obtain pre-approval and review from the State before granting any VSNIP application for an applicant who, whether by a single application or as the result of more than one (1) application, is seeking vouchers for five (5) or more companion animals within one State Fiscal Year period, defined as July 1 – June 30 annually. The State may grant or deny any such approval at the State's discretion within five business days of receiving written notice from the Contractor.

Contractor shall not store, receive, or send any applicant information or any information received within an application whatsoever on any computer or via any computerized communication method. For purposes of this provision, the term "applicant information" excludes de-identified data as described in Attachment D to the extent that same is entered and retained within the Contractor's Database mentioned in Attachment D of this agreement. For purposes of this provision, computerized

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communication includes electronic mail, voice over internet protocol (VOIP), file transfer protocol, SMS or similar text message, and any other methods that are substantially similar to the foregoing. Contractor may rely on a postal service or on standard non-VOIP verbal telephonic communication.

The Contractor shall mail all completed and processed applications to the State at least quarterly. These records shall be maintained for three years or until the completion of an audit initiated within the three-year period.

### *Income Eligibility Determination*

An applicant is considered eligible for VSNIP if the applicant either:

- a. has a total gross household income at or below 185% of the FPL and provides supporting income documentation for the last 30 calendar days (i.e. paystubs),
- b. is participating in a State or Federal public benefit program with the same or more stringent income eligibility guidelines and submits supporting eligibility documentation,
- c. has become enrolled within the past 60 calendar days, and supplied supporting documentation thereof, in any of the following programs:
  - i. Seasonal Fuel Assistance,
  - ii. Women, Infants, and Children (WIC),
  - iii. 3SquaresVT (also known as Food Stamps or SNAP Benefits),
  - iv. Essential Person Program,
  - v. Supplemental Security Income (SSI), or
  - vi. Reach Up, Reach First, Reach Ahead, or PSE (also known as TANF); or
- d. has become enrolled in Section 8: Rental Assistance within the past 60 calendar days and submits supporting documentation that verifies the total gross household income is below 185% of the FPL.

The Contractor shall ensure each applicant submits complete and accurate income information and corresponding supporting documentation before determining final eligibility for the Program. The Contractor shall consult with the State as needed to determine an applicant's eligibility.

### *Application Denial*

If an applicant is deemed to be ineligible for VSNIP after the application review process is complete, the Contractor shall deny the application and issue a denial letter to the applicant. The denial letter shall provide information on both the appeal process and the eligibility criteria variance request process.

The State may grant a variance to the pet owner eligibility criteria found in Section D. Specifications, Subsection *Application Review*. Requests for a variance by a pet owner or duly authorized proxy must be made in writing, accompanied by a completed application, denial letter, and explanation on why the pet owner's circumstances are unique, exceptional, and warrant departure from the eligibility criteria. The State shall respond to variance requests in writing. Financial hardship alone shall not establish a basis for granting a variance.

The Contractor shall forward any and all appeals and variance requests received to the State within three (3) business days of receipt. The Contractor shall additionally provide ESD with recommendations on the appeals and variance requests on a case-by-case basis as well as all original application documents, inclusive of supporting documentation submitted with the applications, within three (3) business days of receipt of the appeal and/or variance request.

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The Contractor shall be permitted to assist applicants whose applications have been denied with their appeal upon applicant request and such assistance shall not be deemed a conflict of interest with VSNIP or to be in breach of this Agreement.

### ***Application Approval - Voucher Issuance***

If an applicant is deemed to be eligible for VSNIP after the application review process is complete, the Contractor shall approve the application and issue an approval letter to the applicant. The approval letter shall include, at a minimum, a non-transferrable and time-limited VSNIP voucher(s) for the sterilization and immunization of companion animal(s) listed in the approved application and allowable by VSNIP Rules, a statewide list of veterinarians participating in VSNIP, and information on the applicant's requirement to make a \$27.00 (or current rate set by the State) co-payment per companion animal directly to the veterinary office providing VSNIP services to the applicant no later than the time each companion animal is presented for the sterilization procedure.

The State may increase the co-payment amount by no more than \$2.00 every year, up to a maximum of \$35.00 per companion animal. The State may adopt a schedule of graduated co-payment amounts for multi-animal households and for different animal species, sizes, and procedures, so long as the per companion animal co-payment does not go below the \$27.00 minimum. The State shall notify the Contractor 30 calendar days in advance of the implementation of any changes made to the co-payment amount and/or structure; the Contractor shall make changes as needed to all VSNIP communications related to these co-payment changes.

The State, in its discretion, may also limit the number of VSNIP vouchers issued to an eligible applicant that has multiple non-sterilized companion animals.

The Contractor shall fill out the VSNIP vouchers using the information supplied by each applicant in the approved applications. The Contractor shall include both an issue date and an expiration date on each VSNIP voucher issued. The issue date shall be considered the first date that a VSNIP voucher is eligible for use at a participating veterinarian's office; the expiration date shall be no later than 60 calendar days from the issue date.

### **3. Veterinary Outreach, Recruitment, and Retention**

The Contractor shall provide the following services to help ensure there are sufficient participating veterinary providers available in all geographic areas of Vermont:

- a. Recruitment of veterinarians across the State to become participating VSNIP Veterinary Providers,
- b. Work in collaboration with the State on the completion of "Veterinarian's Agreement to Participate" Forms, which includes the rate that shall be paid by the State (minus any applicant co-payments), to each participating VSNIP Veterinary Provider for signature as needed and as requested by the State and submit signed Agreement to Participate Forms to the State, (note: the term of this agreement to participate can be on a two-year basis with options to continue), and
- c. Retention support to existing participating VSNIP Veterinary Providers as requested by the State.

The Contractor shall be responsible for the compilation, maintenance, and distribution of the list of participating veterinarians as needed, ensuring, at a minimum, the list is provided to approved VSNIP applicants with their individual VSNIP voucher(s) and to the State as needed or within 30 calendar days of each request made by the State for publication on the State's website.

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The Contractor shall ensure that VSNIP Veterinary Providers understand how VSNIP vouchers work, including the applicant co-payment amount that shall be retained by the veterinarian and then deducted from the total amount due to the veterinarian for reimbursable fees authorized under this Program.

The Contractor shall additionally act as a VSNIP liaison with participating veterinarians on a case-by-case basis as requested by the State.

The State is responsible for establishing the statewide median reimbursement rates for veterinary sterilization procedures and the average rate for pre-surgical immunizations. The State shall utilize fee information from participating veterinarians and the annual cost of living index to determine the veterinary reimbursement rates for vouchers. The State may consult with the Vermont Veterinary Medical Association in determining any adjustments.

### 4. Program Administration

The Contractor shall:

- a. use and maintain a VSNIP business address or designated VSNIP post office box and toll-free telephone line established for VSNIP services;
- b. include the designated post office box and toll-free phone number on all VSNIP documents, including, but not limited to, VSNIP applications, letters, and forms;
- c. ensure the administration of VSNIP services under this agreement are in compliance with all Program rules, applicable laws, and State standards and protocols, including, but not limited to, conflict of interest;
- d. accurately and electronically track and monitor all approved VSNIP vouchers issued and also maintain hard copies of all VSNIP vouchers issued;
- e. collect and report on the following data to the State as outlined in Section F below:
  - i. veterinary offices contacted,
  - ii. veterinary offices willing to become participating VSNIP Veterinary Providers,
  - iii. # of VSNIP vouchers issued, broken down by category: dog, cats, and wolf-hybrids,
  - iv. # of dogs and cats spayed or neutered by weight category, and
  - v. # of VSNIP applications received;
- f. coordinate implementation of VSNIP with the State's designated Contract Administrator and other State staff as requested;
- g. obtain and analyze annual reports from Town/City Clerks on an annual basis statewide and promote the collection of dog licensing fees; and
- h. Notify the State by email or phone no later than two (2) business days after any VSNIP-related situations or concerns arise that might require attention but that fall outside the Contractor's scope of work;
- i. work together with the State to adjust forms, including applications and vouchers, as needed. The Contractor shall notify the State of requested changes, and, if the State agrees that the requested change is necessary, the State shall work in good faith to make changes to the forms. The State shall notify the Contractor of its' decision regarding proposed changes.

The State shall execute veterinary VSNIP participation agreements as needed.

### E. PERFORMANCE MEASURES

- a. 100% of all VSNIP vouchers issued shall be to applicants that meet VSNIP eligibility requirements or have been approved by the State through the variance process.

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- b. At least 70 veterinary facilities shall be participating VSNIP Veterinary Providers at all times during the award term.

**[TO BE DEVELOPED IN FURTHER DETAIL BASED UPON THE SCOPE HEREIN, IN CONJUNCTION WITH INFORMATION FROM THE SELECTED BIDDER AND THAT IS CONSISTENT WITH THE SCOPE AND WITH STATE CONTRACT TERMS AND FORMATS]**

The first time the Contractor falls below 75% of the established minimums, the ESD Contract Manager shall send a Notice Letter to the Contractor, informing them of the missed performance measure(s). The second time the Contractor falls below 75% of the established minimums, the Contractor, in conjunction with the State, shall develop a corrective action plan signed by both parties and submitted to the ESD Contract Manager and ESD Contracts and Grants Administrator within 30 calendar days of the event that indicated the Contractor's performance fell below established minimums. Continued failure to meet the minimum requirement for any of the outcomes may result in loss of fees and/or cancellation of this agreement.

### F. **PROGRAM ADMINISTRATION AND EVALUATION**

The State shall monitor and evaluate the Contractor's performance based on the following: VSNIP Voucher Reports, Program Reports, Financial Reports, and correspondence with the Contractor. Assistance is available to the Contractor by the ESD Contracts & Grants Administrator and/or the ESD Contract Manager.

#### *VSNIP Voucher Report*

The Contractor shall electronically submit a VSNIP Voucher Report on a monthly basis within 15 calendar days of the end of each reporting month to the State. The VSNIP Voucher Report shall contain the following:

- a. Number of VSNIP applications received,
- b. Number of vouchers issued, broken out as follows:
  - i. Total vouchers issued,
  - ii. Female cat vouchers issued by weight category,
  - iii. Male cat vouchers issued by weight category,
  - iv. Wolf-Hybrid vouchers issued by weight category, and
  - v. Female and Male dog vouchers issued by weight; and
- c. Listing of Vouchers Issued and Denied (as detailed in Appendix B).

#### *Program Report*

The Contractor shall electronically submit a Program Report on a monthly basis within 15 calendar days of the end of each reporting month to the State. Program reports shall include the following:

- a. A narrative of all outreach promoting VSNIP conducting during the reporting month, including outreach event(s) held, any TV and radio Public Service Announcements (PSAs) created, and outreach to other audiences using Social Media formats (i.e. Instagram, Facebook, Twitter, etc.).
- b. Copies of all educational materials prepared and distributed during the reporting month.
- c. A current list of all locations where VSNIP applications are located and where VSNIP vouchers are accepted.
- d. A report of veterinary outreach, recruitment, and retention activities undertaken during the



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reporting month, including, but not limited to:

- i. veterinary offices contacted,
- ii. veterinary offices willing to become participating VSNIP Veterinary Providers; and
- e. A brief summary of any VSNIP-related problems or concerns that have arisen in the reporting month, including how these were addressed and resolved.

*Financial Reports*

The Contractor shall electronically submit a detailed financial report and request for payment/invoice on a monthly basis within 15 calendar days of the end of each reporting month to the State. Requests for payment/invoices shall be submitted electronically as a .pdf document with either an original signature or electronic signature. Satisfactory requests for payment must be received no later than 15 calendar days following the end of each month in order to receive any subsequent payments.

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### 3. ATTACHMENT B - PROGRAM COSTS/PAYMENT PROVISIONS

Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, at the billable rates up to the maximum allowable amount that will be specified in the contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract and
  - b. a current IRS Form W-9.
2. Contractor shall submit detailed Financial Reports itemizing all work performed during the reporting period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All Financial Reports and Requests for Payment must include the Contract # for this agreement.
3. Payment terms are **Net 30** calendar days from the date the State receives error-free Financial Reports, VSNIP Voucher Reports, and Program Reports. Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system.
4. The State shall withhold ten-percent (10%) of the total Contract award until the final Financial Reports, VSNIP Voucher Report, and Program Report are received and approved.
5. Contractor shall be paid for services actually delivered or performed beginning on August 1, 2021.
6. Requests for Payment submitted more than 60 calendar days after the month of service may not be honored.
7. As contract award amounts are based on state and federal fiscal year budgets, no payments shall be issued 90 calendar days after the end date of this agreement as budgets close out and funds are no longer available.
8. Requests for Payment shall be submitted electronically to the State as a .PDF document with either an electronic or original signature.
9. Contractor agrees to produce, on request, the source documents upon which all invoices are based.
10. Contractor shall submit Voucher, Program, and Financial Programs to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, Requests for Payment shall be submitted not more frequently than monthly *or quarterly if requested by the Apparently Successful Bidder(s)*.
11. With the exception of line items relating to personnel costs, the Contractor may transfer up to 5% of any line item of the budget between line items without prior approval and without increasing a line item by more than 5%. However, notification of a line item transfer up to 5% must be sent to the State Contract Manager within 20 calendar days of the transfer. A request for anything related to personnel costs and any amount above 5% of any other line item must be submitted in writing to the State Contract Manager for approval.

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12. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

**[TO BE DEVELOPED IN FURTHER DETAIL BASED UPON THE SCOPE HEREIN, IN CONJUNCTION WITH INFORMATION FROM THE SELECTED BIDDER AND THAT IS CONSISTENT WITH THE SCOPE AND WITH STATE CONTRACT TERMS AND FORMATS]**

**11. CONTACT AND PAYMENT REQUEST INFORMATION**

VSNIP Voucher Reports, Program Reports, and Financial Reports/Requests for Payment are to be sent to:

Mark Eley or Designee  
General Assistance Director  
280 State Drive  
Waterbury, VT 05671  
Mark.Eley@vermont.gov

and

Patricia Hendee or Designee  
ESD Contract & Grant Administrator  
280 State Drive  
Waterbury, VT 05671  
Patricia.Hendee@vermont.gov

**APPENDIX A  
REQUIRED PROPOSAL FORMS**

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**BIDDER'S INFORMATION SHEET**

**\*\*NOTE:** This information sheet must be included as the cover sheet of the proposal being submitted. Be sure to complete this form in its entirety.\*\*

**Bidder's Organization/entity:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Financial Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

VT Business ID #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

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Organization Name:  
Organization Address:

This form must be completed and submitted as part of the Response for the Proposal to be considered valid. The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by ESD, the Terms of Payment are Net 30 calendar days from receipt of service or Request for Payment, whichever is later.

**VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE**

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no Agency of the State may enter into, extend, or renew any contract for the provision of goods, services, or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the organization/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the organization/entity is in compliance with the State's insurance requirements as detailed in Section 8 of Attachment C and with any additional requirements for insurance as may be set forth elsewhere in this contract. All necessary certificates of insurance must be received by ESD if your organization/entity is selected as the Apparently Successful Bidder(s) within five (5) business days of receipt of written notification. If the certificate(s) of insurance is/are not received by ESD within these five (5) business days, the State of Vermont reserves the right to select another vendor. Please reference this RFP's Requisition Number when submitting the certificate(s) of insurance.

Insurance Certificate(s)—please select one of the following two options:

1. Attached \_\_\_\_\_
2. Shall provide within 5 business days of written notification of award: \_\_\_\_\_

This Bid Proposal is valid for 120 Calendar Days from the date of receipt by ESD.

Date submitted to ESD: \_\_\_\_\_

This certification is hereby submitted on behalf of the organization/entity named above by:

\_\_\_\_\_  
Signature (Bid Proposal Not Valid Unless Signed)      \_\_\_\_\_  
Title

Printed Name: \_\_\_\_\_ Fed ID/SS Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Note: All Bid Proposals and supporting/required documents must be identified with this RFP's Requisition number.

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**CERTIFICATIONS AND ASSURANCES**

I/we make the following certificates and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 calendar days following receipt by ESD, and it may be accepted by the ESD without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-calendar day period.
3. I/we certify that I/we am/are eligible to receive both State and Federal funds as of the date this statement is signed.
4. In preparing this proposal or bid, I/we have not been assisted by any current employee of the State of Vermont whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
5. I/we understand that the ESD shall not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of ESD, and I/we claim no proprietary right to the ideas, writings, items, or samples.
6. I/we understand that any contract(s) awarded as a result of this RFP shall incorporate terms and conditions substantially similar to those attached to the RFP. I/we certify that I/we shall comply with these or substantially similar terms and conditions if selected as a Contractor.
7. I hereby certify that I have examined the accompanying RFP forms prepared by: \_\_\_\_\_ for the funding period beginning by August 1, 2021 and ending June 30, 2023 and that, to the best of my knowledge and belief, the contents are true, correct, and complete statements prepared from the books and records of the provider/organization in accordance with applicable instructions, except as noted.

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

Title: \_\_\_\_\_

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**REQUEST FOR PROPOSAL  
2022-DCF-VSNIP Admin  
SUBCONTRACTOR REPORTING FORM**

**This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

<b>Subcontractor</b>	<b>Insured By</b>		<b>Subcontractor's Sub</b>	<b>Insured By</b>

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

Name of Organization/Entity: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Email Completed Form to: [AHS.DCFESDGrantsAndContracts@vermont.gov](mailto:AHS.DCFESDGrantsAndContracts@vermont.gov)



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**REQUEST FOR PROPOSAL  
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CERTIFICATE OF COMPLIANCE**

**For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON-COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitor. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

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**D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
  - LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - Other internationally recognized building certification:
- 

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:
- 

3. Please Check all that apply:
- Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
  - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
  - Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
  - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
  - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc.
  - Bidder offers employees an option for a fossil fuel divestment retirement account.
  - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:
- 
- 

4. Please list any additional practices that promote clean energy and take action to address climate change:
- 
- 
-

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**REQUEST FOR PROPOSAL**  
*2022-DCF-VSNIP Admin*

**SCHEDULE A\*: BUDGET SUBMITTAL FORM INSTRUCTIONS**

**General Instructions:**

Schedule A: Summary of Costs submittal form is a generic form designed to best fit all Program Proposals. **Please read the program specifications carefully and follow the format to ensure that each budget item is considered for submittal.**

**Schedule A Detailed Instructions:**

**1.) Lines 1-6 – Salaries**

1-5 – Enter position titles in Column B. Enter annual hours and pay rate for the contract period in Column C. Enter the proposed total salary budget for each position for the contract period in Column D.  
6 – Enter sum of lines 1 –5 in Column D.

**2.) Line 7 – Fringe Benefits**

Enter the total fringe benefits, if applicable, corresponding to the personnel listed in lines 1-5 in Column D.

**3.) Line 8 - % of Salaries**

Enter the result of the following calculation in Column C: (Line 7/Line 6) \* 100.

**4.) Lines 9-20 – Direct Operating Costs**

9-19 – Enter direct operating cost line items in Column B, if applicable, to your Program Proposal. Two examples have been written on lines 9 and 10—you may delete these examples if they are not applicable to your Program Proposal. Enter annual amount and corresponding rate, if applicable to any direct operating cost line item, in Column C (for example: 400 miles per year, \$0.25/mile in column C to correspond to Travel in column B). Enter the proposed budget amount for each line item during the contract period in Column D.  
20 – Enter sum of lines 9-19 in Column D.

**5.) Line 21 – Total Direct Costs**

Enter sum of lines 6, 7, and 20 in Column D.

**6.) Line 22– Indirect Costs**

22– Enter indirect costs, if applicable, to be applied to the budget for the contract period in Column D. These costs may not exceed 10% of the total modified direct costs or the approved federally negotiated rate (if applicable to your organization). You may enter \$0.00 if this is not applicable to your budget proposal or delete the language in line 22 to enter any specific indirect cost that may be applicable to this budget proposal.

**7.) Line 23 – Total Program Proposal Costs**

Enter sum of lines 21 and 22 in Column D.

**8.) Line 24 – Total Number of Direct Service FTEs and Supervision FTEs proposed to be funded by this contract.**

Enter the total number of both Direct Service FTEs and Supervision FTEs in Column C in the format Direct Service FTEs / Supervision FTEs. Note: FTEs = Full-Time Equivalents.

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<b>SCHEDULE A: SUMMARY OF COSTS</b>			
<b>ORGANIZATION NAME:</b>			
<b>CONTACT NAME AND NUMBER:</b>			
A: LINE #	B: BUDGET CATEGORY	C: ANNUAL HOURS & RATE	D: TOTAL COST
<b>DIRECT PROGRAM COSTS: SALARIES (PLEASE INCLUDE POSITION TITLE)</b>			
1			
2			
3			
4			
5			
6	TOTAL SALARIES		
7	FRINGE BENEFITS		
8	% OF SALARIES		
<b>DIRECT OPERATING COSTS:</b>		<b>C: ANNUAL AMOUNT &amp; RATE</b>	<b>D: TOTAL COST</b>
9	EXAMPLES: TRAVEL, TELEPHONE		
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20	TOTAL OPERATING		
21	TOTAL DIRECT COSTS		
<b>INDIRECT COSTS:</b>			
22	INDIRECT COSTS (NOT TO EXCEED 10% OF TOTAL MODIFIED DIRECT COSTS OR FEDERALLY NEGOTIATED RATE)		
23	TOTAL PROGRAM PROPOSAL COSTS		
24	TOTAL DIRECT SERVICE FTES/ SUPERVISION FTES		

(Schedules A, B, C D, and E are all required components to be included in the bid proposal.)

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**SCHEDULE B: DETAIL OF EXPENSES**

In narrative form, explain how figures for Summary of Costs – Schedule A were determined.  
Be sure to include a breakdown of what is included in the line items.

**SCHEDULE C: ALLOCATION OF EXPENSES**

In narrative form, describe what is included in your indirect costs and the method used  
for determining the indirect costs.

**SCHEDULE D: RELATED PARTY DISCLOSURE**

Please identify all related party relationships, including cost purpose and approval process.

**SCHEDULE E: FISCAL MANAGEMENT EXPERIENCE**

In narrative form, describe your or your organization's fiscal experience managing contracts  
of comparable scale, scope and complexity.

## **APPENDIX B**

# **VSNIP REFERENCE FORMS**

- I. VSNIP Rules
- II. VSNIP Voucher Report Example
- III. VSNIP Program Report Example
- IV. VSNIP Application Link
- V. VSNIP Participating Veterinarian Provider Monthly Invoice Link
- VI. VSNIP Voucher Example
- VII. VSNIP Denial Letter Example
- VIII. VSNIP Incomplete Application Letter Example
- IX. Application for Variance Example

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**I. VSNIP RULES**

**DOG, CAT AND WOLF-HYBRID SPAYING AND NEUTERING  
PROGRAM AND FUND**

**PART 1 – AUTHORITY AND PURPOSE**

**SECTION 1.1 AUTHORITY.**

These rules implement the Dog, Cat and Wolf-Hybrid Spaying and Neutering Program of the Agency of Agriculture, Food and Markets. The program and these rules are authorized by Title 20 VSA Chapter 193 Subchapter 6.

**SECTION 1.2 PURPOSE.**

The purpose of this program is to reduce the population of unwanted companion animals by assisting low income Vermonters with certain veterinary costs associated with the permanent sexual sterilization of their companion animals through spaying and neutering. This is a discretionary public benefit program with limited funding.

**PART 2 – DEFINITIONS OF TERMS**

**SECTION 2.1 DEFINITIONS** For purposes of these rules, the following definitions apply:

- (a) "Agency" means the Agency of Agriculture, Food and Markets or its designee.
- (b) "Companion Animal" means a dog, cat, or wolf-hybrid owned, sheltered, and cared for by a Vermont resident.
- (c) "Filing" means signing, dating and posting by first class mail or hand-delivering during business hours.
- (d) "Household" means one or more related or non-related individuals who are living together as one economic unit.
- (e) "Participating veterinarian" means a veterinarian who has a current Program Participation Agreement filed with the Agency.
- (f) "Peri-operative pain medication" means any pharmaceutical agent that is administered to a companion animal before or during the spaying or neutering of that animal in order to minimize discomfort associated with the procedure. It shall not include medication that is sent home with the companion animal at the time of discharge.
- (g) "Pet Owner" means a Vermont resident who owns a companion animal and applies for or has received a voucher under the program.
- (h) "Pre-surgical immunization" means immunization of dogs and wolf-hybrids against rabies, distemper, hepatitis, leptospirosis, and parvovirus; and cats against rabies, feline panleukopenia, calici, pneumonitis, and rhinotracheitis.
- (i) "Program" means the dog, cat and wolf-hybrid spaying and neutering program described in these rules and includes the applicable immunization and sterilization reimbursement rates for participating veterinarians and the pet owner co-pay amount established by the Agency.

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(j) "Sterilization" means spaying or neutering, including examination, surgery, maintenance, anesthesia, peri-operative pain medication, discharge and removal of sutures.

(k) "Veterinarian" means a veterinarian with a valid license to practice veterinary medicine in the state of Vermont.

(l) "Voucher" means a certificate issued to a program eligible pet owner that a participating veterinarian may submit to the Agency for reimbursable costs associated with the sterilization and immunization of the pet owner's companion animal as set forth in these rules.

### **PART 3 – ELIGIBILITY AND CO-PAY**

#### **SECTION 3.1 GENERAL ELIGIBILITY.**

This program is open to any Vermont resident who owns a companion animal acquired for no compensation or for a nominal fee of no more than \$75.00 and who is income eligible as set forth in these rules.

#### **SECTION 3.2 INCOME ELIGIBILITY.**

The owner of a companion animal who has a household income at or below 185% of the federal poverty limit, as demonstrated by participation in a state or federal public benefit program with the same or more stringent income eligibility guidelines, is income eligible. A participant in the Vermont Department of Health's WIC Program is also income eligible.

#### **SECTION 3.3 PET OWNER CO-PAY AMOUNTS.**

A pet owner utilizing the program is required to provide a co-payment in the minimum amount of \$25.00 per companion animal.

(a) The Agency may increase the co-payment amount by no more than \$2.00 every year, up to a maximum of \$35.00 per animal.

(b) The Agency may adopt a schedule of graduated co-payment amounts for multi-animal households, and for different animal species, size, and procedure, as long as the per animal co-pay does not go below the \$25.00 minimum.

(c) Co-payment amounts shall be paid by the pet owner to the participating veterinarian no later than the time the companion animal is presented for its sterilization procedure. The co-payment amount shall be retained by the veterinarian and shall be deducted from the total amount the veterinarian is otherwise due for reimbursable fees authorized under this program.

(d) Co-payment amounts shall be published annually.

#### **SECTION 3.4 FREQUENCY OF PROGRAM BENEFIT.**

Pet owners who meet the program eligibility requirements are encouraged to seek vouchers for all non-sterilized companion animals in the household that qualify for VSNIP. The Agency, in its discretion, may limit the number of vouchers issued to an income eligible pet owner that has multiple non-sterilized companion animals.

#### **SECTION 3.5 OBTAINING A VOUCHER.**



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Pet owners must apply for and be determined eligible to receive a voucher for sterilization and immunization as described in these rules. The pet owner shall provide certification of income eligibility in the manner and form prescribed by the Agency. The Agency may require documentary verification of eligibility, including residency. The pet owner's full name must appear on the verifying document.

**SECTION 3.6 FALSE OR MISLEADING INFORMATION**

Applicants and pet owners may be subject to the criminal sanctions of 13 V.S.A. § 3016 for false, misleading, or untrue representations in the application process or use of a voucher.

**PART 4 –VETERINARY PARTICIPATION**

**SECTION 4.1 - VETERINARIAN'S AGREEMENT TO PARTICIPATE**

(a) In order for a veterinarian to receive payment for reimbursable services rendered to a companion animal of a pet owner with a valid voucher, the veterinarian must enroll with the Agency as a participating veterinarian and annually file a "Veterinarian's Agreement to Participate."

(b) The veterinarian shall provide the following information on the agreement:

- (1) Name of Veterinarian or Veterinary Facility;
- (2) Address;
- (3) Telephone number; and
- (4) Name of facility representative, if different than the veterinarian.

(c) The veterinarian shall provide a fee schedule in the agreement, which shall be kept confidential, for the following:

(1) The fee for sterilization of female dogs in each of the following categories of weights:

- a. Small - Up to 25 lbs.;
- b. Medium - 26-50 lbs.;
- c. Large - 51-75 lbs.; and
- d. Extra Large - Over 75 lbs.;

(2) The fee for sterilization of female cats at any weight;

(3) The fee for sterilization of male dogs in each of the following categories of weights:

- a. Small - Up to 25 lbs.;
- b. Medium - 26-50 lbs.;
- c. Large - 51-75 lbs.; and

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d. Extra Large - Over 75 lbs.;

(4) The fee for sterilization of male cats at any weight;

(5) A certifying statement that the fee schedule is accurate and the usual and customary charge for all clients.

(d) The agreement shall provide that:

(1) the veterinarian's fees for the program shall remain in effect during the effective period of the agreement;

(2) the fees shall be for the entire surgical procedure which includes hospital care, pre-surgical physical exam, anesthesia, peri-operative pain medication, and removal of sutures;

(3) Post surgical pain medication will be recommended to pet owners, at their own expense, but those fees are not covered under the existing program.

(4) the veterinarian is responsible for collecting the applicable co-pay from the pet owner for each companion animal sterilized and the co-pay shall be retained by the veterinarian and deducted from the total amount to be reimbursed by the Agency;

(5) the veterinarian shall be reimbursed for pre-surgical immunization, if needed, at his or her cost or at the state-wide, average rate determined by the Agency, whichever is lower;

(6) reimbursement to the veterinarian shall be made bi-monthly by the Agency as long as vouchers are promptly submitted for review and payment;

(7) any fees associated with any surgical complications shall not be subject to reimbursement by the Agency and will be the responsibility of the pet owner, including any fees associated with current estrus or pregnancy;

(8) the maximum amount of reimbursement for sterilization surgery to the veterinarian shall not exceed the statewide median procedure fee, as determined by the Agency;

(9) if funds for reimbursement become depleted, the Agency shall immediately notify participating veterinarians, and they can agree to stop performing surgeries under this program;

(10) the veterinarian agrees to submit all vouchers to the Agency for payment within 10 days of the end of the month in which the sterilization and immunization(s) are performed;

(11) the veterinarian shall not be reimbursed by the Agency for sterilizations performed on companion animals which are not described on a valid voucher.

(e) This Agreement shall also include:

(1) The names of the veterinarians practicing at the facility and their signatures;

(2) Vermont license number to practice veterinary medicine; and

(3) Date of agreement;

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(f) Agreements shall be effective upon filing with the Agency.

**SECTION 4.2 OTHER PROVISIONS.**

(a) Requests for reimbursements for vouchers shall be submitted in the manner and form prescribed by the Agency, and may include the following required information:

- (1) Name of veterinarian, business name, address, telephone number;
- (2) Type of sterilization and date of surgery;
- (3) Rabies and pre-surgical immunization(s) and date, if administered;
- (4) Confirmation that co-payment was received from or on behalf of the pet owner for sterilization;
- (5) Certification that the sterilization and pre-surgical immunization, if administered, was carried out as recorded; and
- (6) Signature of veterinarian and date.

(b) Any veterinarian who participates or has participated in the program shall allow the Agency to inspect or audit records maintained by the veterinarian for compliance with these rules. Records shall be maintained by the veterinarian for a period of at least three years.

(c) Veterinarians may be subject to the criminal sanctions of 13 V.S.A. § 3016 for false, misleading, or untrue representations made to the Agency in connection with submitting vouchers for reimbursement.

(d) By enrolling as a participating veterinarian, the veterinarian agrees to accept the program reimbursement rates for vouchers as the full payment for the sterilization procedure, as well as for any pre-surgical immunizations, as described in these rules.

**PART 5 – PET OWNER APPLICATION AND CONSENT FORM**

**SECTION 5.1 – APPLICATION AND CONSENT FORM**

(a) The voucher application form shall be certified by the pet owner and filed with or delivered to the Agency for review and approval consistent with the criteria set forth in Part 3. Seniors and persons with disabilities may utilize a proxy from a recognized social service agency in the application process.

(b) Only those pet owners who are eligible as described in Part 3 of this rule shall receive voucher(s). Pet owners may apply for, and are encouraged to seek, multiple vouchers with one application for all non-sterilized companion animals they own.

(c) The pet owner shall provide the following information in the voucher application process:

- (1) Name and address of pet owner;
- (2) Statement of household income eligibility
- (3) The following information about each animal for which a voucher is sought:

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- (a) Name of companion animal;
- (b) Species;
- (c) Breed;
- (d) Sex;
- (e) Animal weight/size;
- (f) Color(s);

(4) Statement of consent for rabies and pre-surgical immunization, and sterilization of the companion animal;

(5) Agreement to license or register the animal in the appropriate jurisdiction;

(6) Certification that the companion animal was acquired for no compensation or for a nominal fee of no more than \$75.00;

(7) Agreement to pay the applicable co-pay amount to the participating veterinarian no later than the time the animal is presented for its' sterilization;

(8) Certification of accuracy and truthfulness, acknowledgement of consequences for false claim, and signature of pet owner.

(d) Incomplete applications may be rejected, and the Agency may require documentary verification of all required information.

### **SECTION 5.2 VOUCHERS**

(a) If the Agency accepts and approves the application, it shall issue a non-transferrable, time-limited voucher to the pet owner for the animal described, as long as funds allow. The voucher shall contain the name and address of the pet owner as well as the name, species, sex, age/weight, and color of the companion animal. The Agency may, in its discretion, limit the number of vouchers issued to a pet owner with multiple companion animals.

(b) If the Agency denies an application, the pet owner may apply for a variance from the eligibility criteria and appeal the denial to the Secretary or designee.

(c) Vouchers must be presented to a participating veterinarian by the pet owner within six weeks (forty two days) of issuance along with the applicable co-payment. The pet owner is responsible for additional charges and non-reimbursable costs incurred by pregnancy or current estrus, including pre-surgical blood work and post-surgical pain medication.

(d) The veterinarian shall complete the appropriate section of the voucher and submit it to the Agency within 10 days of the end of the month in the form and manner prescribed by the Agency.

## **PART 6 – ADMINISTRATION**

### **SECTION 6.1 GENERAL**

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(a) The Agency shall determine:

- (1) the dollar amounts that translate to household income at or below 185% of the federal poverty limit for various household sizes;
- (2) the statewide median reimbursement rates for veterinary sterilization procedures and the average rate for pre-surgical immunizations; and
- (3) pet-owner co-pay amount(s).

(b) The Agency shall utilize fee information from participating veterinarians and the annual cost of living index (source determined by the Agency) to determine the veterinary reimbursement rates for vouchers. The Agency may consult with the Vermont Veterinary Medical Association in determining any adjustments.

(c) The Agency shall monitor, at regular intervals, the following data:

- (1) Number of surgeries performed by each participating veterinarian;
- (2) Number of dogs spayed, neutered, or immunized by each participating veterinarian in each of the following categories:
  - a. Small - Up to 25 lbs.;
  - b. Medium - 26-50 lbs.;
  - c. Large -51-75 lbs.; and
  - d. Extra Large -Over 75 lb
- (3) Number of cats spayed, neutered or immunized by each participating veterinarian at any weight;
- (4) Total reimbursement made to each participating veterinarian or veterinarian practice.
- (5) Number of vouchers issued to pet owners for each species and, if dog or wolf-hybrid, its size or weight.
- (6) Number of vouchers distributed and utilized within geographic areas of the state, as defined by the Agency;
- (7) Number of vouchers issued to seniors.

(d) The Agency shall compile a summary of the data required under this section annually.

**SECTION 6.2 REIMBURSEMENT CALCULATIONS.** Total reimbursement amounts for vouchers submitted by participating veterinarians during each reimbursement period shall be determined as follows:

(a) First, calculate a surgical procedure subtotal:

- (1) List the number of sterilizations performed on each species and sex and if on dogs or wolf-hybrids also by size/weight, and then multiply the number in each category by the allowable cost per sterilization for that category.

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(2) The allowable cost is either:

(A) the actual cost, as set forth on the veterinarian's agreement to participate, as long as the actual cost is less than or equal to the statewide median cost or

(B) a maximum of the statewide median cost, if the actual cost, as set forth on the veterinarian's agreement to participate, is higher than the statewide median cost.

(C) in no case may a veterinarian receive reimbursement based on a sterilization fee that exceeds the statewide median cost for any surgical procedure.

(b) Second, calculate an immunization subtotal.

(1) List the number of immunizations administered for each species, by series, and

(2) Multiply the number in each category by the veterinarian's approved immunization reimbursement rate for that category, as established by the Agency.

(c) Third, add the surgical subtotal to the immunization subtotal.

(d) Fourth, subtract from the resulting sum the total co-payment amount. Calculate the co-payment total by multiplying the number of surgical procedures for which reimbursement is claimed by the applicable co-payment amount that participating veterinarians are required to collect when the animal is presented for surgery.

(e) The Agency shall reimburse participating veterinarians on a bi-monthly basis as long as vouchers are timely submitted and requested reimbursement amounts are accurately calculated.

### SECTION 6.3 MISCELLANEOUS

(a) The Agency shall maintain a current list of participating veterinarians.

(b) The Agency shall monitor the program budget and suspend or otherwise control the rate of voucher distribution if funds become depleted or may become depleted. The Agency may maintain a waiting list if the number of eligible pet owners exceeds available funding to cover vouchers.

(c) The Agency shall immediately notify participating veterinarians if funding for the program is no longer available. The Agency shall honor all vouchers presented by pet owners to veterinarians for sterilization procedures that have been completed or scheduled as of the date of notification.

(d) The Agency may reserve up to 10% of vouchers in a fiscal year for distribution to eligible seniors.

(e) The Agency shall disqualify any sterilization fee which exceeds the statewide median or any immunization fee which exceeds the statewide average.

(f) The Agency and participating veterinarians shall not disclose the names of or information pertaining to applicants for or recipients of vouchers except for the purposes directly connected with the administration of the program or when required by law.

(g) The Agency shall maintain records related to the application process for three years. Records related to payment shall be maintained for three years or until the completion of an audit initiated within the three year period.

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(h) The Agency, in its sole discretion, may grant a variance to the pet owner eligibility criteria in Part 3. Requests for a variance by a pet owner or duly authorized proxy must be made in writing, accompanied by a completed application, and explain why the pet owner's circumstances are unique and exceptional and warrant departure from the criteria set forth in Part 3. The Agency shall respond to variance requests in writing. Financial hardship, alone, shall not establish a basis for granting a variance.

**SECTION 6.4- FUNDING FEES COLLECTED.**

Cities and towns shall forward the yearly animal population control fees collected in conjunction with the dog licensing fees to the Treasurer no later than May 15<sup>th</sup> of each year. Checks should be made payable to "Treasurer, State of VT."





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**Section E: Detailed Listing of VSNIP Vouchers Utilized During Reporting Month**

<b>Total Number of Participating Veterinary Offices Statewide During Reporting Month:</b>	
<b>Total Number of Participating Veterinary Offices that provided VSNIP Services During Reporting Month:</b>	

Summary of VSNIP Vouchers Utilized during Reporting Month	Number Utilized	Total cost minus Co-Pay
Cat Spays		
Cat Neuter		
Dog Spays		
Dog Neuters		
Wolf-Hybrid Spays		
Wolf-Hybrid Neuters		
Cat Vaccines		
Cat Rabies		
Dog Vaccines		
Dog Rabies		
Wolf-Hybrid Vaccines		
Wolf-Hybrid Rabies		

**Total Amount of Sugeries/Fees for Veterinarian Reimbursements During the Reporting Month:** \$0.00

Name of Participating Veterinary Office Who Performed Procedures During the Reporting Month	Voucher #'s Redeemed	Date of Procedure	Total Amount of Surgeries/Fees

III. VSNIP Program Report Example

VSNIP Program Report

Reporting Month: \_\_\_\_\_

1. # of Outreach Activities completed during the reporting month: \_\_\_\_\_
2. Provide a narrative of all outreach promoting VSNIP conducted during the reporting month, including events, any TV and radio Public Service Announcements (PSAs) created, and outreach to other audiences using Social Media formats (i.e. Instagram, Facebook, Twitter, etc.).
3. Provide a narrative of all veterinary outreach, recruitment, and retention activities conducted during the reporting month.
4. Provide a brief summary of any VSNIP-related problems or concerns that have arisen during the reporting month, including detail on how they were each addressed and resolved.
5. Provide a bulleted list of all locations where VSNIP applications are currently located.

*Additional Attachments to Submit:*

- Submit copies of all education materials prepared and distributed during the reporting month.

**Requisition Number: 2022-DCF-VSNIP Admin**

**IV. VSNIP Application Link on State's Website**

To view the current VSNIP application, please visit this web address:

<https://dcf.vermont.gov/sites/dcf/files/ESD/Docs/VSNIP/VSNIP-App.pdf>

**V. Participating VSNIP Veterinarian Provider Monthly Invoice Link**

To view the current invoice utilized by VSNIP Participating Veterinarian Providers, please visit this address:

<https://dcf.vermont.gov/sites/dcf/files/ESD/Docs/VSNIP/Vet-Monthly-Invoice.pdf>

**Requisition Number: 2022-DCF-VSNIP Admin**

**VI. Voucher for the Vermont Spay Neuter Incentive Program (VSNIP) Example**

Case # \_\_\_\_\_ Signature of Administrator \_\_\_\_\_ Date Approved \_\_\_\_\_

**NOTE: This is a non-transferrable, time limited voucher. The voucher must be used within sixty (60) days from the date listed above. This voucher covers the sterilization fee and pre-surgical immunizations of the pet listed below, when presented with the co-pay amount to a participating veterinarian. The pet owner is responsible for additional veterinary service fees, and for fees that may result from complications that arise during surgery.**

**Clients- please give this copy to your veterinarian. Also please note:**

- I.** You must be the **owner** of the animal listed on this voucher as vouchers are not transferrable
- II.** This voucher issued shall only be used for the animal listed on the voucher
- III.** If you are found to have used the voucher for an animal you do not own or for an animal not listed on the voucher, you will not be allowed to receive assistance through VSNIP in the future

**Client Information**

Applicants Name: \_\_\_\_\_ Phone Number(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

**Animal Information (Each animal must have a separate voucher)**

Please check one:  Cat /  Dog /  Wolf-hybrid

Name: \_\_\_\_\_ Color: \_\_\_\_\_ Breed (Dogs Only): \_\_\_\_\_

Sex:  male  female Appx. Weight (Dogs Only): \_\_\_\_\_ Age: \_\_\_\_\_  months  years

**To Be Completed By The Veterinary Practice:**

Facilities Name \_\_\_\_\_

Date of procedure \_\_\_\_\_ Co-payment amount received \_\_\_\_\_

Corrected weight category, if necessary, for dog listed above \_\_\_\_\_

Vaccine type(s) & date administered \_\_\_\_\_

Signature of Surgeon \_\_\_\_\_

Date \_\_\_\_\_

**Please note any necessary corrections below for this animal:**

<b>Corrected weight category: (circle)</b>	<b>Small Dog</b>	<b>Medium Dog</b>	<b>Large Dog</b>	<b>Extra Large</b>
<b>Dog</b>	<b>25 pounds or less</b>	<b>26 – 50 pounds</b>	<b>51 – 75 pounds</b>	<b>over 75 pounds</b>

**Corrected sex: (circle) Male Female**

Please return completed form along with the monthly invoice to: VSNIP, P.O. Box 104, Bridgewater, VT 05034

If you have any questions, please feel free to contact us at 1-855-478-7647.

**Veterinarians- Please keep one copy for your records.**

**Requisition Number: 2022-DCF-VSNIP Admin**

**VII. VSNIP Denial Letter Example**

Dear VSNIP Applicant,

We are sorry to inform you that you have been determined ineligible for the VSNIP program for the reason(s) checked below. If you feel this determination was made in error, please apply for a variance using the enclosed form.

Please note- this letter must accompany your variance request.

You indicated that you paid more than \$75 for your animal.

*The program rules state: "This program is open to any Vermont resident who owns a companion animal acquired for no compensation or for a nominal fee of no more than \$75.00 (seventy-five dollars) and who is income eligible as set forth in the rules."*

Based on the information you provided, it appears you are above 185% of the federal poverty limit. If you feel this is incorrect, please apply for a variance. *The program rules state: "The owner of a companion animal who has a household income at or below 185% of the federal poverty limit... is income eligible."*

Your application or documentation indicates you are not a Vermont resident

Other \_\_\_\_\_

**Other low cost spay/neuter resources**

- Franklin County Humane Society- 802-524-9650 (St. Albans, VT)
- Frontier Animal Shelter- 802-754-2228 (Orleans, VT) \*Cats only\*
- Lucy Mackenzie Humane Society- 802-484-5829 (Brownsville, VT)
- Riverside Rescue- 802-892-5300 (Lunenburg, VT)
- Second Chance Animal Center- 802-375-2898 (Shaftsbury, VT)
- Springfield Humane Society 802-885-3997 (Springfield, VT)
- Upper Valley Humane Society- 603-448-6888 (Enfield, NH)
- Windham County Humane Society- 802-254-2232 (Brattleboro, VT)
- VT-CAN- 802-223-0034 (Middlesex, VT)
- Vermont Spay/Neuter- 802-860-2287 (Williston, VT) \*Cats only\*
- Feline and Friends Foundation – 802-323-4793 \*Barn/Feral Cats Only\*
- Northeast Kingdom Spay-Neuter Program- 802-754-2309 (Orleans and Essex County)

**Requisition Number: 2022-DCF-VSNIP Admin**

**VIII. VSNIP Incomplete Application Letter Example**

Dear VSNIP Applicant,

We are sorry to inform you that your application is being returned for the following reason(s). Please feel free to reapply with a complete application.

- You failed to submit supporting documents showing you are receiving benefits. Supporting documents must be dated within the past 60 days of the date of your application.
- Your documentation is outdated. Please submit documents dated within the past 60 days.
- You did not sign your application.
- Your signature date is older than 60 days.
- You did not complete the income section, Section B of the application
- You failed to submit self-employment income documentation.
- You failed to submit income documentation
- You do not qualify under Section A. We encourage you to apply under Section B.
- Your application is incomplete. \_\_\_\_\_

**Please return your completed application to:**  
**VSNIP P.O. Box 104 Bridgewater, VT 05034**

**Other low cost spay/neuter resources**

- Franklin County Humane Society- 802-524-9650 (St. Albans, VT)
- Frontier Animal Shelter- 802-754-2228 (Orleans, VT) \*Cats only\*
- Lucy Mackenzie Humane Society- 802-484-5829 (Brownsville, VT)
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- Vermont Spay/Neuter- 802-860-2287 (Williston, VT) \*Cats only\*
- Feline and Friends Foundation – 802-323-4793 \*Barn/Feral Cats Only\*
- Northeast Kingdom Spay-Neuter Program- 802-754-2309 (Orleans and Essex County)

**Requisition Number: 2022-DCF-VSNIP Admin**

**IX. Application for a Variance Example**  
**Please Print Clearly**

**Full Name and Address of Pet Owner**

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**Name of Pet** \_\_\_\_\_

I would like to apply for a variance from the pet owner eligibility criteria for the VSNIP Program. Here is a telephone number where you can reach me during the day if you have questions:

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**Understandings**

I understand that I must include a copy of my denial letter that shows why I was denied a voucher. I also understand that the VSNIP rules say financial hardship, by itself, is not a reason for a variance. I understand that a variance is an exception to the rules, and it is up to me to convince the State why my case should be treated differently. I understand that VSNIP is a public benefit program and making false representations to get a voucher may subject me to legal action, including criminal penalties.

**Justification for a Variance**

Here is my full explanation and the reason(s) for why my situation is unique and different, and why I think the eligibility criteria should not apply to me and my household pet. Please use an additional sheet of paper if needed.

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I have included letters or other documents from other people to support my request:

No    Yes, if so, please list names

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**Certification**

I certify that I have read the understandings, and all of the information I provided on my application and in this request for a variance is true and accurate.

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

**Please submit your completed form to: State Designee, c/o VSNIP, DCF/ESD HC 1 South, 280 State Drive, Waterbury, VT 05671**

**Please contact us [AHS.DCFESDVsnip@vermont.gov](mailto:AHS.DCFESDVsnip@vermont.gov)**