



TEXAS RACING COMMISSION
Purchase Order

Texas exempt agency of the State of Texas

| | | | | | |
|--|-------------|--------------|--|-------------------|--------------------------------|
| 01 PO Date 5/28/2015 | 02 PCC 9 | 03 HUB No | 04. Payee Identification Number | 05. Requisition # | 06. Agency PO # 476-16-02 |
| 07. Vendor Name and Address Name Horace A. Smith Address PO Box 2396 City State Brenham, TX 77834 Ph/Fax 979-836-7295 979-836-7295 | | | 08. Vendor Contact Horace Smith | 09. Vendor E-mail | 10 Date Contacted 8/28/2015 |
| 13 Invoice Name and Address Name Texas Racing Commission (TxRC) Address 8505 Cross Park Dr., Ste 110 City State Austin, TX 78754-4552 | | | 11. Comments: 2nd renewal blanket order | | |
| | | | 12. Delivery Address if Different | | |

| 14. CLASS | 15. ITEM | 16. DESCRIPTION | 17. RCY. | 18. QTY | 19. UNIT | 20. UNIT PRIC | 21. AMOUNT |
|-----------|----------|--|----------|---------|----------|---------------|-------------|
| 961-86 | 1 | Executing the 2nd year Renewal Blanket Order for Veterinary Medical Services to be performed in accordance with the duties and functions specified in Section 3.07 of the Texas Racing Act & the Texas Rules of Racing Section 313.48, 315.32 & 319.4. Contract term is from the date of award effective 09/01/15 through 08/31/2016. Hourly rate & travel may not exceed \$25,000.00. TxRC shall reimburse the vendor for reasonable and necessary travel at the TxRC travel rates. Any changes will be processed through POCN. Katie Severson, Chief Veterinarian is the primary contract for scheduling and may be reached at 512-833-6699. | N/A | 500 | HR | \$50.00 | \$25,000.00 |

All items to ship "FOB Destination" prepaid and allowed unless otherwise specified. Total \$25,000.00

Email all acknowledgements and contract correspondence to: dorene.corsentino@txrc.texas.gov

22 ITEMS FOR: **Vet - Dr. Severson**

23 LEGAL SITE (if applicable): **TGC Ch. 2254 Professional Services**

| 24. OTHER PAYEES CONTACTED FOR BIDS | CONTACT | CITY AND STATE | BID TOTALS |
|-------------------------------------|---------|----------------|------------|
| n/a | n/a | n/a | n/a |

25. BEST VALUE OTHER THAN LOW PRICE MEETING SPECIFICATIONS & BASIS FOR BREAKING TIE BID
n/a

26 Name of Purchaser: I certify above includes all firms contracted for quote and their replies. **Dorene Corsentino**
Main Phone: 512-833-6699 FAX 512-833-6907
E-mail: dorene.corsentino@txrc.texas.gov

Purchaser sign here *Dorene Corsentino* Date Signed **5-28-15**

27. Name of Accountant: I certify that funds are available for the above referenced items. **Adrienne Courtney**
Main Phone: 512-833-6699 FAX 512-833-6907
E-mail: cbray@txrc.state.tx.us

Financial sign here *Adrienne Courtney* Date Signed **5/28/15**

If a prior contract number is referenced on this PO all terms & conditions of that contract must be met. Otherwise, by accepting this purchase order the vendor affirms that they have read the "TxRC Standard Terms and Conditions (T & C's)" and understand that they are bound by and must comply with these Standard T & C's and any additional specifications from an associated "TxRC Solicitation Sheet" Copies of the TxRC Standard T & C's may be obtained by contacting the TxRC Procurement services office or online at our website: http://www.txrc.state.tx.us/agency/vendor/TxRC_Terms_and_Conditions.pdf



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. BIDDING REQUIREMENTS:

- 1.01 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form
- 1.02 Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid
- 1.03. Bids must be time stamped at Texas Racing Commission (TXRC) on or before the hour and date specified for the bid opening.
- 1.04 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract
- 1.05 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TXRC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TXRC based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the TXRC and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-833-6907. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-833-6699 for FAX confirmation.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.01 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc
- 2.02 Unless otherwise specified, items shall be new and unused and of current production.
- 2.03 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample
- 2.05 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB)
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS:

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences)



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- 4. DELIVERY:**
- a. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - b. If delay is foreseen, bidder shall give written notice to the TXRC and the ordering agency. Bidder must keep the TXRC and ordering agency advised at all times of status of order.
 - c. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TXRC to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
 - d. No substitutions permitted without written approval of TXRC.
 - e. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- 5. INSPECTION AND TESTS:**
- All goods will be subject to inspection and test by the State Authorized TXRC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.
- 6. AWARD OF CONTRACT:**
- A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.
- 7. PAYMENT:**
- Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.
- 8. PATENTS, TRADEMARKS, OR COPYRIGHTS:**
- Bidder agrees to defend and indemnify the TXRC and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TXRC's or the State's use of any good or service provided by the bidder as a result of this IFB.
- 9. BIDDER ASSIGNMENTS:**
- Bidder hereby assigns to the TXRC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*
- 10. BIDDER AFFIRMATIONS:**
- Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
 - 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
 - 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person



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with at least 25% ownership of the business entity submitting the bid This information must be provided prior to award Enter the Name & Social Security Numbers for each person below:

| | |
|-------|-------------------------|
| Name. | Social Security Number. |
| Name | Social Security Number. |
| Name. | Social Security Number. |

- 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TXRC under §§403.055, 403 0551, 2252 903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas
- 10.07. Pursuant to §669.003, Gov't Code, TXRC may not enter into a contract with a person who employs a current or former executive head of the TXRC until four years has passed since that person was the executive head of the TXRC. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TXRC in the past four years. If bidder does employ a person who was the executive head of the TXRC, provide the following information:

Name of Former Executive:

Name of State Agency

Date of Separation from State Agency:

Position with Bidder:

Date of Employment with Bidder:

- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sams.gov>
- 10.10. Sections 2155 006 and 2261 053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster as defined by §418.004, Gov't Code, occurring after September 24, 2005 Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges



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- that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10 11 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10 12 Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TXRC under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TXRC's rules at 34 TAC Rule 20.384.
13. **DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TXRC and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
14. **NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TXRC, either in whole or in part, subject to the availability of state funds. TXRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TXRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TXRC's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TXRC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TXRC will not be required to give prior notice.
15. **TEXAS PUBLIC INFORMATION ACT:**
Notwithstanding any provisions of this IFB to the contrary, bidder understands that TXRC will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TXRC any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:**
Under §2155.003, Gov't Code, a TXRC employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TXRC or purchasers of other state agencies.
17. **FORCE MAJEURE:**
Neither bidder nor TXRC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid and which by the exercise of all reasonable due diligence,



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- such party is unable to overcome Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:**
Bidder is and shall remain an independent contractor in relationship to the TXRC. The TXRC shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TXRC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind
19. **INDEMNIFICATION:**
BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TXRC, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TXRC. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TXRC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TXRC OR ITS EMPLOYEES.
20. **RIGHT TO AUDIT:**
In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TXRC to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.
21. **ACCESSIBILITY STANDARDS**
Vendors of Electronic and Information Resources (EIR) are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised).

For each EIR product or service included in solicitation responses that are subject to Texas Administrative Codes 1 TAC 206 and 1 TAC 213 (which include the US Section 508 technical specifications), the vendor shall provide documentation of how each requirement or specification is met. It is the Vendor's responsibility to maintain the integrity of any accessibility documentation provided to TxRC. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise. If the Vendor plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the Vendor shall provide a completed Voluntary Product Accessibility Templates (VPAT) for each COTS product offered. For third party COTS products, the Vendor must obtain and submit VPATS or links to them from the third party as part of the solicitation response.

TXRC RFQ Solicitation Sheet

RFOTLP07312013

SCOPE: The Texas Racing Commission (TxRC) is utilizing this *Request for Qualifications (RFQ)* to establish a multi-award blanket order not to exceed \$100,000 for Veterinarians to provide Veterinary Medical Services (Class 961-86) at various racetracks within the State of Texas. TxRC intends to make an award to qualified vendors. Contracts awarded will not exceed \$25,000. Travel for these positions will be reimbursed at the Texas Racing Commission's travel rates.

TERM: The term of the contract shall be from date of award thru August 31st, 2014. Contract may be renewed for four (4) additional, one (1) year periods, provided both parties agree in writing to do so, prior to the expiration date. Any renewal shall be at the same terms and conditions, plus any approved changes. If a renewal is approved, it will be agreed upon at the time of renewal. Any unused contract amounts are automatically cancelled at the end of each term.

MINIMUM SELECTION CRITERIA: To qualify for selection, the respondent must be a Doctor of Veterinary Medicine (DVM), licensed in the State of Texas thru the life of the contract, with a minimum of 5 years of experience as a practicing equine or racetrack veterinarian.

EVALUATION: To be considered for evaluation, respondents must submit:

- 1) Request for Qualifications (RFQ) Document, Parts I & II completed, including signature.
- 2) Copy of your current professional license.

DEADLINE: Your response is to include one (1) original of the evaluation submittal documents listed above and must be sent to Tu-Anh Le Perez (per RFQ Instruction Sheet) by 3:00 pm on August 14, 2013.

SELECTION & AWARD: A TxRC selection committee will review the submittals and make its recommendations on the basis of demonstrated competence and qualifications to perform the services: 40% determined by applicant's experience in regulating horse racing; 40% determined by experience in equine practice; and 20% determined by other veterinary practice experience. Upon completion of the evaluation process by the selection committee, it shall determine if the services are being provided at a fair and reasonable price. Questions concerning the request shall be submitted directly to Tu-Anh Le Perez, TxRC Procurement Officer at (512) 490-4031.

The Chief Veterinarian will schedule a meeting for the highest rated respondents at Lone Star Park where they must demonstrate: lameness examination protocols and grading; knowledge of communicable and reportable equine diseases. Veterinarians that have worked for the TxRC previously will be rated on their prior performance unless re-evaluation is requested by the Chief Veterinarian.

A successful respondent will receive an award Purchase Order that encompasses the respondent's Request for Qualifications (RFQ) submittal, and the TxRC Standard Terms and Conditions.

STATEMENT OF WORK (SOW):

Contractor shall perform the services of a TxRC Veterinarian based at any racetrack assigned by the Chief Veterinarian. These duties and functions are specified in section 3.07 of the Texas Racing Act and Texas Racing Commission Rules sections 313.48 & 319.4 as they relate to matters of racing with pari-mutuel wagering.

DELIVERABLES: The respondent will provide the following services.

- ▶ Performs complex veterinary work involving specialized professional diagnostic and prognostic evaluation of conditions of racing animals.
- ▶ Oversee all matters regarding animal health, welfare and husbandry practices on the grounds of the racetrack and report irregularities to the Board of Stewards.

The racetrack locations where the services are to be performed are:

Gillespie County Fair and Festivals Association in Fredericksburg, TX; Lone Star Park in Grand Prairie, TX; Retama Park in Selma, TX; and Sam Houston Race Track in Houston, TX;

PAYMENT METHOD: Fees for Service

Payment will be made monthly as invoiced based on the awarded hourly rate.

One racetrack will be designated as the contractor's home race track. Travel reimbursements shall only be made for travel to racetracks other than the contractor's home racetrack.

SUBMITTING INVOICES AND RECEIVING PAYMENT

TxRC will pay on the basis of itemized invoices submitted to and approved by TxRC showing the actual hours and travel expenses provided in accordance with the agency's Travel reimbursement policy. The Travel reimbursement policy may be amended by the agency at any time. Itemized invoices must clearly identify the hours and travel expenses delivered, and the date range of work performed for the associated charge. Chapter 2251 of the Texas Government Code shall govern payment and accrual of interest on any overdue payments.

Invoices must also include the TxRC Purchase Order number, Contractor's Texas Identification Number, Contractor's address, contact person, e-mail address, and phone number. All invoices must be mailed to:

Texas Racing Commission
8505 Cross Park Drive, Suite 110
Austin, TX 78754
Attn: Cynthia Brays

When Contractor submits an invoice, Contractor certifies the following:

1. That invoices have been carefully reviewed for detailed description of the deliverables;
2. That the deliverables are in compliance with the Contract;
3. That the amount of the invoice and all previous invoices together does not exceed the contractual cap of the Contract or negotiated fees;
4. That the charges shown on the invoices are reasonable and necessary; and,
5. That all appropriate and required supporting documentation is attached.

TxRC may, at its sole discretion, require additional documentation to support payment, and Contractor shall respond to any such requests within five (5) calendar days of receipt. Neither TxRC nor the State will incur any penalty for late payment if the invoice was not mailed to the appropriate address identified herein. If the TxRC, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, TxRC will timely notify Contractor of the dispute and may request clarification and/or remedial action.

REQUEST FOR QUALIFICATIONS (RFO)

PART I - Respondent Information

Fill in form below. Respondents are to attach proposal & a copy of their key personnel's professional license.

1. Veterinarian Information

Firm Name

HORACE ALDEN SMITH, DVM

Street Address

P.O. Box 2396

E-Mail Address

City

BRENTHAM

State

TX

Zip Code

77834

Hourly Rate:

\$50

Phone Number:

979-836-7295

Fax Number

979-836-7295

Signature: Binds firm & acknowledges the TxRC Standard T & C's

H. A. Smith DVM

Employer Identification Number

2. Three References Please list names and phone numbers

- a) LEE GASKAMP 979-836-3332
- b) BILL MOYER 979-845-3541
- c) STEWART MARSH 830-931-7644

REQUEST FOR QUALIFICATIONS (RFQ)

PART II - General Information

Each Key Personnel must fill out Part II* below and/or submit a resume covering all points. Please answer the following questions concerning your Professional Qualifications, Location Preferences, and any other Remarks or information that you feel will be relevant for your application.

1) Professional Qualifications Please fill in your two most relevant degrees, fields of study and years awarded.

a) Fill in your first most relevant degree:

None BA/BS PhD
 Assoc. MA/MS DVM

Degree Field 1:

VETERINARY MEDICINE

Year 1

1966

b) Fill in your second most relevant degree:

None BA/BS PhD
 Assoc. MA/MS DVM

Degree Field 2:

AGRICULTURAL ECONOMICS

Year 2

1956

c) Please print your most relevant Professional License(s) in the Box below (e.g. CPA):

STATE BOARD OF VETERINARY MEDICAL EXAMINERS

d) Relevant Professional Associations:

AMERICAN ASSOCIATION OF EQUINE PRACTITIONERS

e) Professional Honors / Awards:

TVMA EQUINE PRACTITIONER OF THE YEAR 1996. CUM OUTSTANDING ALUMNUS 2006

f) Professional Experience:

PRIVATE EQUINE PRACTICE 1966-1995

g) Comments:

CONTRACT VETERINARIAN TXRC 1999-2013

SEARCH RESULTS

Search Results

Current Search Terms: horace* A. Smith*

| |
|---|
| <p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To view your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p> |
|---|

Glossary

- Search Results**
- Entity
- Exclusion
- Search Filters**
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

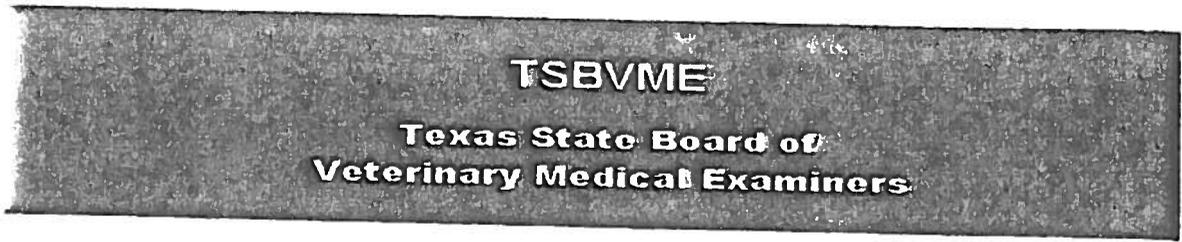
SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1 P.27 70150127 1711



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Search Results

2450

| License No. | Last Name | First Name | Middle Initial | City | State | Issue Date | Expiration Date | Status | Disciplinary Action |
|-------------|-----------|------------|----------------|----------|-------|------------|-----------------|--------|---------------------|
| 2450 | Smith | Horace | Alden | BRENTIAM | TX | 09/01/1966 | 03/01/2016 | ACTIVE | NO |

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TEXAS RACING COMMISSION
P. O. BOX 12080
AUSTIN, TEXAS 78711-2080
(512) 833-6699 FAX (512) 833-6907

CMBL SUPPLEMENTAL FORM

Texas Government Code, Section 2155.268 and 2155.269 states that a state agency may supplement the TPASS Central Master Bidder's List (CMBL). The Texas Racing Commission (TxRC) executive director has delegated this function to the Chief Financial Officer and the Procurement Officer at TxRC within the TxRC procurement plan. As such, the attached contracting document was supplemented due to the following reason:

2155.258 (b) Historically Underutilized Business Increase:

1. **State** agency may supplement the bidders list with its own historically underutilized business (HUB) if it determines that the supplementation will increase the number of HUB businesses that submit a bid.

2155.269 Supplementing the CMBL in the best interest of the State

2. **Governmental** (Federal, State, or Local) agency
3. **Direct** publications, subscriptions, memberships, training, registration, booth rental, etc... only available from a specific source.
4. **Advertising** is such that it requires largest possible distribution area to provide maximum participation.
5. **Goods** or services could be obtained immediately "on a rush basis" from vendor and due to the vendor's proximity to the agency the award was determined to be in the best interest of the State.
6. **Experience** required or necessary within the horse and dog racing industry.
7. **Solicitation** adds increased competition (includes vendor requested bids/offers)
8. **DIR** contract vendor not required to be on CMBL.
9. **Other:** _____

Sincerely,

Dorene Corsentino
TxRC Procurement Officer