

**State of Washington
Washington Horse Racing Commission
Olympia, Washington**

Request for Proposals

RFP NO. WHRC- EMT2015

If you download this Request for Proposals (RFP) from the Washington Horse Racing Commission (WHRC) website located at www.whrc.wa.gov, you are responsible for sending your name, address, e-mail address and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/WHRC answers.

Project Title: EQUINE MEDICATION TESTING

Proposal Due Date: September 18, 2015 at 4:30 p.m. local time in Olympia, Washington

Expected Time Period for Contract: January 1, 2016 – December 31, 2018 with possible two one-year extensions through December 2020.

ELIGIBILITY: This procurement is open to those respondents that satisfy the minimum qualifications stated herein and that are available for work in Washington State

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1. INTRODUCTION

1.1 Purpose and Background

The Washington Horse Racing Commission, hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from equine testing laboratories ("respondent"), who have the necessary knowledge, skill, experience, expertise, and equipment to perform the services as stated in this RFP. Equine Medication Testing is required by Chapter 260-70 WAC (Exhibit C) to protect the integrity of horse racing, to ensure the health and welfare of animals under the jurisdiction of the AGENCY and to safeguard the interests of the public and the participants in racing. The AGENCY anticipates submitting 2,000 blood and urine samples per year.

1.2 Objective

The objective of this RFP is to contract with that Respondent who can meet or exceed the requirements for testing of urine and blood samples from racehorses as required by Chapter 260-70 WAC and outlined in Section 3.3.

1.3 Minimum Qualifications

The Respondent must be licensed to do business in the State of Washington. The Respondent must have at least 5 years experience in conducting equine medication testing and is an ISO 17025 Accredited Laboratory.

1.4 Funding

The AGENCY has budgeted an amount not to exceed \$250,000 per year for equine medication testing. Any proposal in excess of \$250,000 will be deemed non-responsive and will not be evaluated. Any contract awarded as a result of this procurement is contingent upon the availability of funding. The vendor is not required to perform testing in excess of the contract amount unless authorized in writing by the executive secretary. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

1.5 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2016 and to end on December 31, 2018 with possible two one-year extensions through December 2020. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY.

1.6 Definitions

Agency – The Washington Horse Racing Commission is the agency of the State of Washington that is issuing this RFP.

Respondent – Individual or company submitting a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified and firms are invited to provide their qualifications, services and rates.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Respondents may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP Coordinator

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Respondent and the AGENCY upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Doug Moore; Executive Secretary Washington Horse Racing Commission
Address	6326 Martin Way, Suite 209
City, State, Zip Code	Olympia, Washington 98516
Phone Number	360-459-6462
Fax Number	360-459-6461
e-mail Address	doug.moore@whrc.state.wa.us

Any other communication will be considered unofficial and non-binding on the AGENCY. Respondents are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Respondent.

2.2 Estimated Schedule of Procurement Activities

Issue Request for Proposals	July 1, 2015
Proposals due	September 18, 2015 at 4:30 p.m. local time in Olympia, WA
Evaluate Proposals	Sept. 19 – Oct. 2, 2015
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	October 16, 2015
Hold debriefing conferences (if requested)	October 19, 2015
File Contract with DES	November 6, 2015
Begin contract work	January 1, 2016

The AGENCY reserves the right to revise the above schedule.

2.3 Submission of Proposals

Proposals may be submitted in hard copy or electronically. Proposals may **not** be transmitted via facsimile.

HARD COPY: If submitting the proposal in hard copy, the following information is applicable. Respondents are required to submit four (4) copies of their proposal. One (1) copy must have original signatures and three (3) copies can have photocopy signatures. The proposal, whether mailed or hand delivered, must be received by the AGENCY no later than 4:30 p.m., local time, in Olympia, Washington, on **September 18, 2015**. The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly

marked to the attention of the RFP Coordinator, who is the agency's sole point of contact for this procurement.

Respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Respondents hand delivering proposals should allow time for traffic congestion. Respondents assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service.

ELECTRONIC: If submitting the proposal electronically, the following information is applicable. Proposals being submitted electronically must be submitted as an attachment to an e-mail to Doug Moore, RFP Coordinator at doug.moore@whrc.state.wa.us. Proposals must arrive by 4:30 p.m., local time, in Olympia, Washington on **September 19, 2015**. Attachments to e-mail shall be on Microsoft Word software. Zipped files cannot be received by the AGENCY and cannot be used for submission of proposals. Respondents submitting proposals via e-mail shall also send copies of the cover submittal letter and the certifications and assurances form with original signatures to the RFP Coordinator. The AGENCY does not assume responsibility for any problems in the e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 Proprietary Information/Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Executive Secretary of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Respondent desires to claim as exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340, or other statutory exemption, must be clearly designated. The page must be identified and include the particular exemption from disclosure upon which the Respondent is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Respondent's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Respondent must be reasonable in designating information as confidential. If any information is marked as confidential in the proposal, such information will not be made available to a requester until the respondent has been given an opportunity to seek a court injunction against the requested disclosure.

In the event of a request for disclosure of a public record, the person requesting the records will be charged fees for copying and mailing the records, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.7 Responsiveness

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified. The respondent is specifically notified that failure to comply with any or part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the respondent can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a respondent for clarification of its proposal during the evaluation process. In addition, if the respondent is selected as the apparent successful contractor, the AGENCY reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or all of the respondent's proposal. The respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

2.9 Contract and General Terms and Conditions

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract, and its general terms and conditions attached as Exhibit B. In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation. The Respondent may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.10 Costs to Propose

The AGENCY will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.11 No Obligation to Contract

This RFP does not obligate the State of Washington or the AGENCY to contract for services specified herein.

2.12 Rejection of Proposals

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.13 Commitment of Funds

The Executive Secretary of the AGENCY or his delegate is the only individual, who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Insurance

General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

A. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Additional Provisions: Above insurance policies shall include the following provisions:

a. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

b. Identification: Policy(ies) and Certificates of Insurance must reference the state's bid/contract number.

c. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by General

Administration's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

d. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

3 PROPOSAL CONTENTS

Proposals are to be submitted in the order noted below:

- 3.1 Letter of Submittal and Certifications with Business Information and Certifications and Assurances form (Exhibit A)
- 3.2 Management Proposal
- 3.3 Technical Proposal
- 3.4 Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Respondent in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL WITH BUSINESS INFORMATION (Mandatory)

The Letter of Submittal with business information and the attached Certifications and Assurances form (Exhibit A) must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship.

The following information must be included:

- a. Name of the company, address, phone number, fax number, e-mail address, and principal place of business of the legal entity or individual with whom the contract would be written.
- b. The location of the facility from which the Respondent would operate.
- c. Legal status of entity (sole proprietorship, partnership, corporation, etc) as well as the year the entity was organized to do business as the entity now substantially exists.
- d. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- e. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- f. Identification of any Washington State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If, following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.
- g. Copies of International Organization for Standardization (ISO) 17025 Accreditation and Racing Medication and Testing Consortium (RMTC) Laboratory Accreditation if available.

- h. Copies of any other professional licenses or certifications or other nationally recognized memberships which pertain to the project.

3.2 MANAGEMENT PROPOSAL

A. Project Management (Scored)

1. Project Team Structure/Internal Controls - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work. **(25 points)**

2. Staff Qualifications/Experience – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Respondent must commit that staff identified in its proposal will actually perform the assigned work. The Contractor will notify the AGENCY of any staff or subcontractor changes in advance. **(20 points)**

B. Experience of the Respondent (Scored)

1. Indicate the experience of the Respondent and any subcontractors that relate to the Respondent's ability to perform the services called for under this RFP. **(15 points)**
2. Indicate other relevant experience that indicates the qualifications of the Respondent, and any subcontractors, for the performance of the potential contract. **(15 points)**
3. Include a list of contracts the Respondent has had during the last five years that relate to the Respondent's ability to perform the services needed under this RFP. List contract Reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. **(15 points)**

C. References (Scored)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Respondent must grant permission to the AGENCY to contact the references. Do not include current AGENCY staff as references. References will be contacted for the top-scoring proposal(s) only. **(10 points)**

D. Related Information (Mandatory)

1. If the Respondent or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.

2. If the Respondent's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

3. If the Respondent has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated, or (b) litigated and such litigation determined that the Respondent was in default.

Submit full details of the terms of the default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Respondent has experienced no such termination for default in the past five years, so indicate.

E. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION (Optional)

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The established annual procurement participation goals for MBE is 10 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 TECHNICAL PROPOSAL (Mandatory)

The purpose of this section is to provide the AGENCY with evidence that the Respondent has sufficient experience, equipment, and expertise to provide the required services as set forth below:

- 1) Analysis of urine, blood, or other substance specimens provided by the AGENCY to determine whether any permitted or prohibited medication is present in the specimen and the nature of the medication present in the specimen.
(Exhibit C; WAC 260-70-500, WAC 260-70-545, WAC 260-70-620, WAC 260-70-630, WAC 260-70-640, WAC 260-70-645, WAC 260-70-650, WAC 260-70-660, WAC 260-70-675, and WAC 260-70-680)
The pooling of samples is prohibited.
- 2) Quantification of some substances is also required therefore procedures for implementation of AGENCY mandated quantitative (threshold) levels must

be specified. (Exhibit C; WAC 260-70-620, WAC 260-70-630, WAC 260-70-640, WAC 260-70-645, WAC 260-70-650, and WAC 260-70-675)

- 3) The Contractor must describe to the AGENCY procedures that insure the integrity of the numbered identification process is not compromised and the chain of custody process is maintained. Detailed explanation of how the samples are to be secured to avoid opportunity for contamination or tampering is required.
- 4) Certify to the AGENCY the results of such analysis promptly upon completion. Electronic and/or telephone reports of clearances and which samples require additional testing shall be made no later than seventy-two (72) hours of sample receipt by the contractor. Written reports shall be mailed no later than forty-eight (48) hours following the electronic/telephone reports. The contractor shall provide confirmation reports for those samples that require additional testing no later than fourteen (14) days following receipt of the sample.
- 5) Appear and testify at administrative hearings and/or court proceedings on matters relating to Contractor's chemical analysis, reports or other matters relating to equine chemical testing at the request of the AGENCY or the AGENCY's legal counsel. When authorized by the AGENCY, appearance and testimony may be by telephone.
- 6) Provide telephone and/or written assistance and advice regarding the interpretation of any test results to the AGENCY, AGENCY staff or legal counsel upon request.
- 7) All laboratory operations shall be conducted in compliance with Chapter 260-70 WAC.
- 8) Submit invoices to the AGENCY not more than once a month. Invoices shall include an itemization at per sample rates. The invoices shall also include: report number, race date, name of the track from which the specimen was received, analysis date, number of the sample, service performed and cost.
- 9) Maintain detailed records of all work performed under this contract. Such records shall be available at the office of the Contractor at all reasonable times for inspection by authorized personnel of the AGENCY during the period of this contract. All records shall be retained by the Contractor for a minimum of three (3) years. Provided however, that if any litigation, claim or audit is commenced within the three (3) year period, the records shall be retained until released by the AGENCY. The three (3) year retention period shall commence when the Contractor receives final payment for the specified racing season.

- 10) The Contractor shall supply the AGENCY with all required sample containers, shipping containers, labels and seals. Include with the proposal a sample container, label, seal and a brief description of the shipping containers to be used. (WAC 260-70-600)
- 11) The Contractor shall provide shipment of containers to the tracks or AGENCY, as designated by the AGENCY, and return shipment from a major city airport/bus depot. Include a description of your procedures and schedules for the timely receipt of samples submitted by the AGENCY. (WAC 260-70-610)
- 12) When retesting is required, secure, pack, and ship the split sample to another laboratory as directed by the AGENCY. (WAC 260-70-600 and WAC 260-70-610)
- 13) When samples from Class C tracks are received splitting and shipping of those samples shall be conducted by the Contractor. (WAC 260-70-600)

The Technical Proposal must respond separately to Items A – B below:

B. Project Approach and Methodology (Mandatory)

Include a complete description of the Respondent's proposed approach and methodology for performing the required services.

C. Work Plan (Scored)

Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Respondent's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Respondent may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. Each of the following is awarded a point value to be used in the evaluation of proposals. The Respondent is required to;

1. Clearly describe the thin layer chromatography method proposed including the scope of drug coverage and the limits of detection for those drugs. **(20 points)**
2. Clearly describe the immunoassay tests proposed, including the scope of drug coverage and the limits of detection for those drugs as tested in equine urine. **(20 points)**
3. Clearly describe the methodology for the detection and quantification of plasma for phenylbutazone, flunixin and ketoprofen. **(20 points)**
4. Clearly describe the exact methodology for the detection and quantification of Total Carbon Dioxide (TCO₂) levels. **(10 points)**

5. Clearly describe the exact methodology for the detection and quantification of Cobalt testing levels. **(10 points)**

6. Provide a detailed description of confirmation methodology. **(20 points)**

7. Submit its standard operating protocol and laboratory manual for evaluation. Must be willing to participate in an External Quality Assurance Program, (if available). **(20 points)**

D. COST PROPOSAL (Scored)

The maximum fee for this contract must be \$250,000 per fiscal year or less to be considered responsive to the RFP. Non-responsive proposals will not be evaluated. Fiscal year is July 1 through June 30.

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP. However, Respondents are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

E. Identification of Costs (Scored)

The cost proposal will be evaluated utilizing a price per sample formula. Respondent shall include all costs associated with the performance of the contract in its price per sample quotes. Respondents are required to collect and pay Washington State sales tax, if applicable.

The cost proposal must include, but is not limited to:

- price per equine urine sample and testing methods to be used
- price per equine blood sample and testing methods to be used.

F. Computation

The score for the cost proposal will be computed on a price per sample basis using an aggregate cost per sample for the various tests required based on expected number of samples to be submitted for the term of this contract. For example:

	Estimated number of samples		Cost per sample		Estimated Cost
Equine Urine Sample (TLC)	A	x	B	=	C
Equine Blood Sample (HPLC)	A	x	B	=	C
Immunoassay tests	A	x	B	=	C
TCO2 Levels	A	x	B	=	C
Cobalt screens	A	x	B	=	C

The Respondent with the lowest projected total cost will be awarded 100 points. Other proposals will be assigned a point total equal to their percentage relationship to the lowest total cost proposal.

4 EVALUATION AND CONTRACT AWARD

All mandatory requirements must be met in order to be evaluated.

4.1 Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. An evaluation team, designated by the AGENCY, shall evaluate the proposals.

Respondents who receive a minimum of 85 points on the Technical Proposal and receive a minimum of 85 points on the Management Proposal will be considered a responsive proposal. Respondents who do not receive the minimum scores on both the Technical Proposal and the Management Proposal will be deemed not responsive for this RFP.

4.2 Clarification of Proposal

The RFP Coordinator may contact the Respondent for clarification of any portion of the Respondent's proposal.

4.3 Evaluation Weighting and Scoring

The following weighting and points will be assigned to the proposal for evaluation purposes:

	Total Points				Final Score
Technical Proposal	/120	X	.50	=	
Management Proposal	/100	X	.15	=	
Cost Proposal	/100	X	.35	=	
Total Score					

4.4 Oral Presentations may be Required

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the AGENCY elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Respondent at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful Respondent.

4.5 Notification to Respondents

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.6 Debriefing of Unsuccessful Respondents

Upon request, a debriefing conference will be scheduled with an unsuccessful Respondent. The request for a debriefing conference must be received by the RFP Coordinator within

three (3) business days after the Notification of Unsuccessful Respondent letter is faxed/e-mailed to the Respondent. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Respondent's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7 Protest Procedure

This procedure is available to Respondents who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Respondent is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Respondents under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Only Protests based on procedural matters will be considered. Protests will be rejected as without merit if they address issues such as:

- 1) an evaluator's professional judgment on the quality of a proposal
- 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY Executive Secretary or an employee delegated by the Executive Secretary who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Respondent who submitted a proposal, such Respondent will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:

- Correct the errors and re-evaluate all proposals, and/or
- Reissue the solicitation document and begin a new process, or
- Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A	Certifications and Assurances	
Exhibit B	Personal Service Contract Format including General Terms and Conditions (GT&Cs)	
Exhibit C	WAC 260-70-500	WAC 260-70-640
	WAC 260-70-510	WAC 260-70-645
	WAC 260-70-545	WAC 260-70-650
	WAC 260-70-600	WAC 260-70-675
	WAC 260-70-610	WAC 260-70-680
	WAC 260-70-620	
	WAC 260-70-630	

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the 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. I/we declare that all answers and statements made in the proposal are true and correct.
2. 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.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract. [These two statements are in conflict.] (Any exceptions to this assurance is described in full detail on a separate page and attached to this document.)
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Respondent or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and others who may have pertinent information regarding the respondent's prior experience and ability to perform the services contemplated in the procurement.

If submitted electronically: On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Signature of Respondent

Title

Date

EXHIBIT B

S A M P L E

CONTRACT NO. _____

**CONTRACT FOR PURCHASED SERVICES
BETWEEN
STATE OF WASHINGTON
HORSE RACING COMMISSION
AND**

This Contract is made and entered into by and between the State of Washington Horse Racing Commission, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name _____
Address _____
City, State & Zip Code _____
Phone _____
E-mail Address _____

Washington State UBI No. _____
Federal ID No. _____

PURPOSE

The purpose of this contract is to provide medication testing on urine and blood samples from racehorses for the State of Washington.

SCOPE OF WORK

- A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

As included in the CONTRACTOR'S Proposal dated _____ attached as Exhibit B, and the AGENCY'S Request for Proposals attached as Exhibit C.

Contract No. _____

Page 1 of 4

- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from January 1, 2016 through December 31, 2018.

OFM FILING REQUIREMENT (NOTE: If applicable)

Under the provisions of Chapter 39.29 RCW, this personal service contract [*or amendment*] is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed Two hundred fifty thousand dollars (\$250,000) per fiscal year for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

NOTE: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc. Or reference documents that specify Contractor's compensation and payment, e.g. Contractor's compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses.

NOTE: Expenses are optional. Do not include Expenses paragraph below if expenses are not allowable. If allowable, include only expenses which are appropriate for the contract.

Expenses. CONTRACTOR shall receive reimbursement for travel and other expenses as required for appearance at an administrative or court hearing. Such expenses must be authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$5,000 which amount is included in the contract total in Paragraph A, "Amount of Compensation." Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:	Contract Manager for AGENCY is:
<u>Contractor Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail:	Doug Moore, Executive Secretary Washington Horse Racing Commission 6236 Martin Way, Suite 209 Olympia, Washington 98516 Phone:(360)459-6462 Fax:(360)459-6461 E-mail doug.moore@whrc.state.wa.us

INSURANCE

The CONTRACTOR shall provide insurance coverage as set forth in the Request for Proposals No.WHRC-EMT2015. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the RFP Section 2.14, *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions of this Contract
- Exhibit B – Contractor's Response to AGENCY Request for Proposals
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and __ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

HORSE RACING COMMISSION

Signature

Signature

Title
Date

Title

APPROVED AS TO FORM

Assistant Attorney General

Date

Contract No. _____

Page 4 of 4

GENERAL TERMS AND CONDITIONS

DEFINITIONS -- As used throughout this contract, the following terms shall have the meaning set forth below:

- A. **Agency** - shall mean the Washington Horse Racing Commission, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. **Agent** - shall mean the executive secretary, Washington Horse Racing Commission, and/or the delegate authorized in writing to act on the executive secretary's behalf.
- C. **Contractor** - shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. **Subcontractor** - shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

ACCESS TO DATA -- In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED -- No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS -- This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 -- The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT -- The work to be provided under this contract, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEYS' FEES -- In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION -- The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST -- Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

CONFLICT OF INTEREST – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS -- Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES -- The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

- **DISPUTES** – Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a DRB, or arbitration.

Agency and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

GOVERNING LAW -- This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION – To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Agency, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR – The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this contract. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.

The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION -- The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY – Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION -- During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY -- Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Information The Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Agency. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

PUBLICITY -- The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract which, in the Agency's' judgment, Agency name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE -- The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION -- The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

SEVERABILITY -- The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY -- While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

SUBCONTRACTING -- Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency.

TAXES -- All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE -- In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this Contract. This Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g. cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES -- Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agency determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency to the extent Agency may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agency any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agency; and

7. Take such action as may be necessary, or as the Agency may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS --

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER -- Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by the Agency.

EXHIBIT C

260-70-500 Definitions applicable to chapter 260-70 WAC.

(1) "Interfering substance" or "interfere" means and refers to any medication which might mask or screen the presence of prohibited drugs or prevent testing procedures from detecting a prohibited drug.

(2) "Post time" means the time set for the arrival of the horses at the starting point in a race as specified in writing and posted by the board of stewards.

260-70-510 Equine health and safety. The purpose of this chapter is to protect the integrity of horse racing, to ensure the health and welfare of horses under the jurisdiction of the commission, and to safeguard the interests of the public and the participants in racing. The commission will hold an annual public meeting, to review veterinarian practices, equine health and medication. This meeting will include:

(1) An annual report from an official veterinarian.

(2) Presentation of data regarding equine medication and treatment, including a review of the commission's quantitative medication levels and any recommendations for modifications.

(3) Public comment regarding equine health and safety, medication and veterinarian practices.

260-70-545 Prohibited practices.

The following are prohibited practices:

(1) The possession or use of any drug, substance, or medication if the use may endanger the health or welfare of the horse or endanger the safety of the rider, or which may adversely affect the integrity of racing; or

(2) The possession or use of a drug or medication on the premises of a facility under the jurisdiction of the commission that has not been approved by the United States Food and Drug Administration (FDA) for any use in human or animal, or any substance forbidden by an official veterinarian.

(3) The possession and/or use of blood doping agents including, but not limited to, those listed below, on the premises of a facility under the jurisdiction of the commission:

(a) Erythropoietin;

(b) Darbepoetin;

(c) Oxyglobin; and

(d) Hemopure.

(4) Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy unless the following conditions are met:

(a) Any treated horse may not race or workout for a minimum of ten days following treatment;

(b) Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy machines may only be used by veterinarians licensed by the commission and only approved machines at a previously disclosed location may be used;

(c) The practicing veterinarian has filed a report with an official veterinarian notifying the commission that an Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy machine is on association grounds;

(d) All Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy treatments are reported to an official veterinarian on the prescribed form not later than twenty-four hours after treatment.

The horse will be added to a list of ineligible horses. This list will be kept in the race office and be posted in an accessible location.

(5) The use of a nasogastric tube (a tube longer than six inches) for the administration of any substance within twenty-four hours prior to the post time of the race in which the horse is entered and without the prior approval of an official veterinarian.

260-70-600 Sample collection.

(1) Sample collection shall be done in accordance with guidelines and instructions provided by official veterinarians.

(2) An official veterinarian shall determine a minimum sample requirement for the primary testing laboratory.

(a) If the specimen obtained from a horse is less than the minimum sample requirement, the entire specimen shall be sent to the primary testing laboratory.

(b) If a specimen obtained is greater than the minimum sample requirement but less than twice that amount, the portion of the sample that is greater than the minimum sample requirement shall be secured as the split sample.

(c) If a specimen obtained is greater than twice the minimum sample requirement, a portion of the sample approximately equal to the amount provided for the primary testing laboratory shall be secured as the split sample.

(d) Blood samples must be collected at a consistent time, preferably not later than one hour post-race.

(e) At Class C race tracks the splitting of samples will be conducted by the primary testing laboratory.

260-70-610 Storage and shipment of split samples.

(1) Split samples obtained in accordance with WAC 260-70-600 (2)(b) and (c) will be secured and made available for further testing in accordance with the following procedures:

(a) A split sample must be secured in the test barn in the same manner as the primary sample acquired for shipment to a primary laboratory. The split samples will be stored until the primary samples are packed and secured for shipment to the primary laboratory. Split samples will then be transferred to a freezer at a secure location approved by the executive secretary.

(b) A freezer used to store split samples will be closed and locked at all times except as specifically provided by these rules.

(c) A freezer for storage of split samples may only be opened to deposit or remove split samples, for inventory, or for checking the condition of samples.

(d) An official veterinarian will maintain a split sample log that must be used each time a split sample freezer is opened. The log will record the following:

- (i) The name of the person opening the split sample freezer;
- (ii) The purpose for opening the freezer;
- (iii) The split samples deposited or removed from the freezer;
- (iv) The date and time the freezer was opened;
- (v) The time the freezer was closed; and
- (vi) A notation verifying that the lock was secured after the freezer was closed.

(e) If at any time it is discovered that the split sample freezer failed or samples were discovered not in a frozen condition, an official veterinarian must document this discovery on the split sample freezer log and immediately report this to the executive secretary.

(2) A trainer or owner of a horse having been notified that a written report from a primary laboratory states that a substance has been found in a specimen obtained pursuant to these rules may request that a split sample corresponding to the portion of the specimen tested by the primary laboratory be sent to another laboratory approved by the commission. The request must be made in writing and delivered to the stewards not later than forty-eight hours after the trainer of the horse receives written notice of the findings of the primary laboratory. The split sample must be shipped within seventy-two hours of the delivery of the request for testing to the stewards.

(3) The owner or trainer requesting testing of a split sample is responsible for the cost of shipping and testing. A split sample must be removed from the split sample freezer, and packaged for shipment by an official veterinarian or designee in the presence of the owner, trainer, or designee. Failure of the owner, trainer or designee to appear at the time and place designated by an official veterinarian to package the split sample for shipping will constitute a waiver of all rights to split sample testing. Prior to shipment, the split sample laboratory's willingness to provide the testing requested and to send results to both the person requesting the testing and the commission, must be confirmed by an official veterinarian. Arrangements for payment satisfactory to the split sample laboratory must also be confirmed by the owner or trainer. A laboratory for the testing of a split sample must be approved by the commission. The commission will maintain a list of laboratories approved for testing of split samples.

(4) Prior to opening the split sample freezer, the commission must provide a split sample chain of custody verification form. The split sample chain of custody verification form must be completed and signed by the representatives of the commission and the owner, trainer or designee. A commission representative will keep the original and provide a copy to the owner, trainer or designee.

The split sample chain of custody verification form must include the following:

- (a) The date and time the sample is removed from the split sample freezer;
- (b) The sample number;
- (c) The address where the split sample is to be sent;
- (d) The name of the carrier and the address where the sample is to be taken for shipment;
- (e) Verification of retrieval of the split sample from the freezer;
- (f) Verification of each specific step of the split sample packaging in accordance with the recommended procedure;
- (g) Verification of the address of the split sample laboratory on the split sample package;
- (h) Verification of the condition of the split sample package immediately prior to transfer of custody to the carrier; and
- (i) The date and time custody of the sample is transferred to the carrier.
- (j) The split sample chain of custody verification form must be signed by both the owner's representative and an official veterinarian or designee to confirm the packaging of the split sample.

(5) The exterior of the package must be secured and identified with initialed tape, evidence tape or other means to prevent tampering with the package. The owner, trainer or designee may inspect the package containing the split sample immediately prior to transfer to the delivery carrier to verify that the package is intact and has not been tampered with.

(6) The package containing the split sample will be transported to the location where custody is transferred to the delivery carrier charged with delivery of the package to the commission approved laboratory selected by the owner or trainer.

260-70-620 Medication restrictions.

(1) A finding by the commission approved laboratory of a prohibited drug, chemical or other substance in a test specimen of a horse is prima facie evidence that the prohibited drug, chemical or other substance was administered to the horse and, in the case of a post-race test, was present in the horse's body while it was participating in a race. Prohibited substances include:

- (a) Drugs or medications for which no acceptable threshold concentration has been established;
- (b) Therapeutic medications in excess of established threshold concentrations;
- (c) Substances present in the horse in excess of concentrations at which such substances could occur naturally; and
- (d) Substances foreign to a horse at concentrations that cause interference with testing procedures.

(2) Except as otherwise provided by this chapter, a person may not administer or cause to be administered to a horse by any means, a prohibited drug, medication, chemical or other substance, including any restricted medication pursuant to this chapter during the twenty-four hour period before post time for the race in which the horse is entered.

260-70-630 Threshold levels.

(1) Permitted medications.

(a) The following quantitative medications and/or metabolites are permissible in test samples up to the stated concentrations in urine:

- Acepromazine - 25 ng/ml
- Albuterol - 1 ng/ml
- Bupivacaine - 5 ng/ml
- Detomidine - 1 ng/ml
- Mepivacaine - 10 ng/ml
- Omeprazole - 1 ng/ml
- Promazine - 25 ng/ml

Pyrilamine - 25 ng/ml

(b) The following quantitative medications and/or metabolites are permissible in test samples up to the stated concentrations in serum or plasma:

Betamethasone - 10 pg/ml

Butorphanol - 2 ng/ml

Clenbuterol - 25 pg/ml

Dantrolene - 100 pg/ml

Dexamethasone - 1 ng/ml

Diclofenac - 5 ng/ml

DMSO - 10 mc/ml

Firocoxib - 40 ng/ml

Glycopyrrrolate - 3 pg/ml

Isoflupredone - 100 pg/ml

Lidocaine - 20 pg/ml

Methocarbamol - 1 ng/ml

Methylprednisolone - 1.3 ng/ml

Prednisolone - 1 ng/ml

*Procaine penicillin - 25 ng/ml

Triamcinolone - 100 pg/ml

Xylazine - 0.20 ng/ml

*Administration of procaine penicillin to those horses entered must be reported to the commission and may require surveillance up to six hours prior to post time.

(c) The official urine or blood test sample may not contain more than one of the above substances, including their metabolites or analogs, and may not exceed the concentrations established in this rule.

(2) Environmental substances.

(a) Certain substances can be considered "environmental" in that they are endogenous to the horse or that they can arise from plants traditionally grazed or harvested as equine feed or are present in equine feed because of contamination or exposure during the cultivation, processing, treatment, storage, or transportation phases. Certain drugs are recognized as substances of human use and could therefore be found in a horse. The following substances are permissible in test samples up to the stated concentrations:

Arsenic - 0.3 mc/ml urine

Caffeine - 100 ng/ml serum or plasma

Benzoyllecgonine - 50 ng/ml urine

Estradiol - 0.045 mc/ml free + conjugated (5 α -oestrane-3 β ,17 α -diol), in male horses, other than geldings

Hydrocortisone - 1 mc/ml urine

Methoxytyramine - 4 mc/ml, free + conjugated urine

Morphine Glucuronides - 50 ng/ml urine

Salicylate salicylic acid - 750 mc/ml serum or plasma

Theobromine - 2 mc/ml urine

(b) If a preponderance of evidence presented shows that a positive test is the result of environmental substance or inadvertent exposure due to human drug use, that evidence should be considered as a mitigating factor in any disciplinary action taken against the trainer.

(3) Androgenic-anabolic steroids.

(a) The following androgenic-anabolic steroids are permissible in test samples up to the stated concentrations:

Boldenone (Equipoise) - 15 ng/ml urine in intact males. No level is permitted in geldings, fillies or mares.

Nandrolone (Durabolin) - 1 ng/ml urine in geldings, fillies, and mares, and for nandrolone metabolite (5 α -oestrane-3 β ,17 α -diol) - 45 ng/ml urine in intact males.

Testosterone - 20 ng/ml urine in geldings. 55 ng/ml urine in fillies and mares. Samples from intact males will not be tested for the presence of testosterone.

(b) All other androgenic-anabolic steroids are prohibited in race horses.

260-70-640 Permitted medication. Trainers using permitted medication in the care of their horses are subject to all rules governing such medications. Failure to administer permitted medication to a horse on a program of permitted medication is a violation of these rules.

(1) The use of one of three approved nonsteroidal anti-inflammatory drugs (NSAIDs) is permitted under the following conditions:

- (a) The drug may not exceed the following permitted serum or plasma threshold concentrations, which are consistent with administration by a single intravenous injection at least twenty-four hours before the post time for the race in which the horse is entered:
 - (i) Phenylbutazone - 5 micrograms per milliliter in overnight and nongraded stakes races, and 2 micrograms per milliliter in graded stakes races;
 - (ii) Flunixin - 50 nanograms per milliliter;
 - (iii) Ketoprofen - 10 nanograms per milliliter.
- (b) No NSAID, including the approved NSAIDs listed in this rule, may be administered within the twenty-four hours before post time for the race in which the horse is entered.
- (c) The presence of more than one of the three approved NSAIDs, with the exception of phenylbutazone in a concentration below 1 microgram per milliliter of serum or plasma or any unapproved NSAID in the post-race serum or plasma sample is not permitted. The use of all but one of the approved NSAIDs must be discontinued at least forty-eight hours before the post time for the race in which the horse is entered.

(2) Any horse to which a NSAID has been administered is subject to having a blood and/or urine sample(s) taken at the direction of an official veterinarian to determine the quantitative NSAID level(s) and/or the presence of other drugs which may be present in the blood or urine sample(s).

260-70-645 Anti-ulcer medications. The following anti-ulcer medications are permitted to be administered, at the stated dosage, up to twenty-four hours prior to the race in which the horse is entered.

- (1) Cimetidine (Tagamet®) - 8-20 mg/kg PO BID - TID
- (2) Omeprazole (Gastrogard®) - 2.2 grams PO SID
- (3) Ranitidine (Zantac®) - 8 mg/kg PO BID

260-70-650 Furosemide.

(1) Furosemide may be administered intravenously to a horse which is entered to compete in a race. Except under the instructions of an official veterinarian for the purpose of removing a horse from the veterinarian's list or to facilitate the collection of a urine sample, furosemide will be permitted only after an official veterinarian has placed the horse on the furosemide or bleeder list.

(2) The use of furosemide is permitted under the following circumstances:

- (a) Furosemide must be administered on the grounds of the association, by a single intravenous injection, prior to post time for the race for which the horse is entered.
- (b) The furosemide dosage administered must not exceed 500 mg nor be less than 150 mg.
- (c) The trainer of the treated horse must deliver to an official veterinarian or his/her designee no later than one hour prior to post time for the race for which the horse is entered the following information under oath on a form provided by the commission:
 - (i) The name of the horse, the horse's tattoo number, racetrack name, the date and time the furosemide was administered to the entered horse;
 - (ii) The dosage amount of furosemide administered to the entered horse; and
 - (iii) The printed name and signature of the attending licensed veterinarian who administered the furosemide.
 - (iv) The signature of the trainer or his/her representative.
- (d) Failure to administer furosemide in accordance with these rules may result in the horse being scratched from the race by the stewards.
- (e) Test results must show a detectable concentration of the drug in the post-race serum, plasma or urine sample.
 - (i) The specific gravity of post-race urine samples may be measured to ensure that samples are sufficiently concentrated for proper chemical analysis. The specific gravity must not be below 1.010. If the specific gravity of the urine is found to be below 1.010 or

if a urine sample is unavailable for testing, quantitation of furosemide in serum or plasma will be performed;

(ii) Quantitation of furosemide in serum or plasma must be performed when the specific gravity of the corresponding urine sample is not measured or if measured below 1.010. Concentrations may not exceed 100 nanograms of furosemide per milliliter of serum or plasma.

260-70-660 Furosemide and bleeder lists. The official veterinarians will maintain a furosemide list and a bleeder list of all horses eligible to race with furosemide. The list is a statewide list that applies to all licensed associations.

(1) Furosemide list.

(a) A horse is eligible to race with furosemide if the licensed trainer and/or veterinarian determine that it would be in the horse's best interests to race with furosemide. Notification using prescribed commission forms must be given to an official veterinarian prior to the close of entries to ensure public notification.

(b) If an official veterinarian so orders, a horse placed on the furosemide list will be placed in detention in its regularly assigned stall, no later than four hours prior to the scheduled post time for any race in which it is entered to start, and with oral or written notification to the trainer may be watched by commission staff. Once placed in detention, a horse must remain in its barn or on its assigned hotwalker until it is taken to the receiving barn or to the paddock to be saddled for the race, except that the stewards may permit a horse to leave detention to engage in exercise blowouts or warm-up heats.

(c) The confirmation of a horse eligible to race with furosemide must be certified in writing by an official veterinarian and entered on the furosemide list. Copies of the certification will be issued to the owner of the horse or the owner's designee upon request.

(d) Every horse eligible to race with furosemide, regardless of age, will be placed on the furosemide list.

(e) A horse placed on the official furosemide list must remain on that list unless the licensed trainer and/or veterinarian submit(s) a written request to remove the horse from the list. The request must be on commissioned-approved forms and must be submitted to an official veterinarian no later than time of entry. After a horse has been removed from the furosemide list, the horse may not be placed back on the list for a period of sixty calendar days unless determined to be detrimental to the welfare of the horse, in consultation with an official veterinarian. If a horse is removed from the official furosemide list a second time in a three hundred sixty-five day period, the horse may not be placed back on the list for a period of ninety calendar days.

(2) Bleeder list.

(a) An official veterinarian will maintain a bleeder list of all horses, which have demonstrated external evidence of exercise induced pulmonary hemorrhage from one or both nostrils during or after a race or workout as observed by an official veterinarian.

(b) Following an incident of bleeding that is confirmed to be as a result of exercise induced pulmonary hemorrhage, the horse, regardless of age, must be placed on the bleeder list and is ineligible to race for the following time periods:

(i) First incident - fourteen days;

(ii) Second incident within three hundred and sixty-five day period - thirty days;

(iii) Third incident within three hundred and sixty-five day period - one hundred and eighty days;

(iv) Fourth incident within three hundred and sixty-five day period - barred from racing for life.

(c) For the purposes of counting the number of days a horse is ineligible to run, the day the horse bled externally is the first day of the ineligibility period.

(d) The voluntary administration of furosemide without an external bleeding incident will not subject the horse to the initial period of ineligibility as defined by this policy.

(e) Every horse that is confirmed a bleeder will have a notation affixed to the horse's certificate of registration.

(f) A horse may be removed from the bleeder list only upon the direction of an official veterinarian.

(3) A horse which has been placed on a furosemide or bleeder list in another jurisdiction may be placed on the furosemide list in this jurisdiction.

260-70-675 Bicarbonate testing. No bicarbonate-containing substance or alkalizing substance that effectively alters the serum or plasma pH or concentration of bicarbonates or total carbon dioxide in a horse may be administered to a horse within twenty-four hours of post time of the race in which the horse is entered.

An official veterinarian, the board of stewards or the executive secretary acting on behalf of the commission may at their discretion and at any time order the collection of test samples from any horses either in the horse's stall or within the receiving or test barn to determine the serum or plasma pH or concentration of bicarbonate, total carbon dioxide, or electrolytes.

Test samples must not exceed 37.0 millimoles of total carbon dioxide concentration per liter of serum or plasma. A serum or plasma total carbon dioxide level exceeding this value is a violation of this rule. Penalties will be assessed as a Class 4 violation as provided in WAC 260-84-110(6).

Split samples will be taken from all horses entered to run in a race when bicarbonate testing is to be done. When split samples are taken, they will be shipped as soon as practical to the commission-approved laboratories for total carbon dioxide split sample testing. The commission is responsible for the cost of shipping and testing of split samples taken under this section.

260-70-680 Uniform classification guidelines. This section classifies drugs, medications, and foreign substances. The names, trade names, classifications, and if applicable a reference to the section containing the permitted threshold are listed alphabetically in WAC 260-70-685. The penalties for violation of this section are in WAC 260-84-110.

(1) Class 1

Class 1 drugs are stimulant and depressant drugs that have the highest potential to affect the performance of a horse, and have no generally accepted medical use. Many of these agents are Drug Enforcement Agency (DEA) Schedule II substances. These include the following drugs and their metabolites: Opiates, opium derivatives, synthetic opioids and psychoactive drugs, amphetamines and amphetamine-like drugs as well as related drugs, including but not limited to apomorphine, nikethamide, mazindol, pemoline, and pentylenetetrazol.

(2) Class 2

Class 2 drugs are drugs/medication/foreign substances that have a high potential to affect the performance of a horse, but less of a potential than class 1 drugs. Class 2 drugs are either not generally accepted as therapeutic agents in racing horses, or are therapeutic agents that have a high potential for abuse.

(3) Class 3

Class 3 drugs are drugs/medication/foreign substances that may or may not have generally accepted medical use in the racing horse, but the pharmacology of which suggests less potential to affect performance than class 2 drugs.

(4) Class 4

Class 4 drugs include therapeutic drugs/medications/foreign substances that would be expected to have less potential to affect the performance of a racing horse than class 3 drugs.

(5) Class 5

Class 5 drugs include those therapeutic medications for which concentration limits have generally been established by racing jurisdictions as well as certain miscellaneous agents and other medications. Included are specifically agents that have very localized actions only, such as anti-ulcer drugs and certain anti-allergic drugs. The anticoagulant drugs are also included.

(6) Nonclassified substances

Nonclassified substances are considered to have no effect on the physiology of a horse, except to improve nutrition or treat or prevent infections or parasite infestations. These

substances normally include antimicrobials, antiparasitic drugs, and nutrients such as vitamins.

(7) Substances denoted with a "*" are medications that are currently being studied at a national level to establish thresholds, currently have an established threshold, or could be considered an environmental contaminate based on the level reported. In the instance of a positive reported for these medications the stewards may use this as mitigating circumstances, taking into account the level reported, when ruling on the violation.