

TIPS VENDOR AGREEMENT

TIPS RFP 230501 Agricultural and Animal Equipment, Supplies, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

W-W Manufacturing

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.
6. **Vendor Identity and Contact Information.** It is Vendor’s sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a’s, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor’s sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com

to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR’S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR’S CONTACT INFORMATION, VENDOR’S BROCHURES AND COMMERCIAL INFORMATION, VENDOR’S FINANCIAL INFORMATION, VENDOR’S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) (“VENDOR DATA”) TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY’S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR’S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor’s cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor’s TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor’s goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor’s goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor’s TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor’s Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov’t Code (the “Public Information Act”) or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor’s proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor’s proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor’s interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor’s acceptance of this TIPS Vendor Agreement constitutes Vendor’s consent to the disclosure of Vendor’s Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
 - E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.
- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not

limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended,

voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.
39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving

Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.
- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement

shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE
FORM TIPS RFP 230501 Agricultural and Animal
Equipment, Supplies, and Services

Vendor Name: W-W Manufacturing

Vendor Address: 8832 State Hwy 54

City: Thomas State: OK Zip Code: 73669

Vendor Authorized Signatory Name: Sam Eck

Vendor Authorized Signatory Title: National Sales Manager

Vendor Authorized Signatory Phone: 800-999-1214

Vendor Authorized Signatory Email: SamE@wwmanufacturing.com

Vendor Authorized Signature:  Date: 6/15/23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 7/25/2023



230501

**W W Livestock Systems
W-W Manufacturing Co., Inc.
Supplier Response**

Event Information

Number: 230501

Title: Agricultural and Animal Equipment, Supplies, and Services

Type: Request for Proposal

Issue Date: 5/4/2023

Deadline: 6/16/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200501 AGRICULTURAL AND ANIMAL EQUIPMENT, SUPPLIES AND SERVICES ("200501"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR AGRICULTURAL AND ANIMAL EQUIPMENT OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200501.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200501 WHICH COVERS ALL OF YOUR AGRICULTURAL AND ANIMAL EQUIPMENT OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

W W Livestock Systems Information

Contact: Doug Eyster
Address: 8832 Hwy 54
Thomas, OK 73669
Phone: (800) 999-1214
Fax: (580) 661-3722
Toll Free: (800) 999-1214
Email: douge@wwmanufacturing.com
Web Address: wwmanufacturing.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sam Eck

Signature

Submitted at 6/15/2023 10:35:25 AM (CT)

same@wwmanufacturing.com

Email

Supplier Note

Thank you for your interest in W-W Livestock Systems. We truly believe that W-W offers the World's Finest in livestock equipment, and we would appreciate the opportunity to provide you with all your livestock equipment needs. Digital Signature

Requested Attachments

Vendor Agreement

01_-_TIPS_Vendor_Agreement
(1).pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

price sheet.pdf

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Reference Form

230501 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

Confidentialit claim form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Warranty (1).pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Supplemental Vendor Information (Supplemental Vendor Information Only)

WW_Lit Sheets_ALL SINGLE PG 2023 sm.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2

230501 Pricing Form 1 (1).xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement Signature Form

Vendor agreement.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Logo (Supplemental Vendor Information Only)

W-W Livestock Transparent.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

W-W Manufacturing Co., Inc. ("W-W") began doing business in 1945 by designing and building quality livestock handling equipment that cattlemen and livestock producers everywhere would soon demand. W-W continues to carry on the traditions of superior craftsmanship that earned us the reputation as the "World's Finest". W-W has always had one goal in mind and that is first and foremost the customer. Our employees are dedicated to providing efficient livestock handling equipment which is designed to minimize stress on the livestock while maximizing safety and ease of handling to the operator. Dedicated to quality, W-W is in constant pursuit of ways to improve our products to meet the customer's needs. W-W has manufacturing facilities in Thomas, OK, Duncan, OK and Livingston, TN. W-W has many key personnel with hundreds of years of combined experience in the livestock industry. With this extensive wealth of knowledge available for consultation, W-W can help design a system that is perfect for any size operation or organization. W-W is the product of choice to many of the major Stock Shows & Rodeos, Fairgrounds, Professional Associations, University Vet Schools and High School Ag Facilities around the country. Our commitment is that we believe our first responsibility is to the customer who uses our products. Excellence in everything we do takes top priority in meeting the needs of our customers. We are committed to providing excellent, friendly service, a reliable staff, and a quality line of products that exceeds the needs of our customers.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Sam Eck

7 Primary Contact Title

Primary Contact Title

National Sales Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

same@wwmanufacturing.com

9 Primary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).
Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

11 Primary Contact Mobile
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

12 Secondary Contact Name
Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

13 Secondary Contact Title
Secondary Contact Title

14 Secondary Contact Email
Please enter a valid email address that will definitely reach the Secondary Contact.

15 Secondary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).
Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

16 Secondary Contact Fax
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

17 Secondary Contact Mobile
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

18	Administration Fee Contact Name
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.	
<input type="text" value="Mike Dick"/>	

19	Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.	
<input type="text" value="miked@wwmanufacturing.com"/>	

20	Administration Fee Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).	
<input type="text" value="9705322506"/>	

21	Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.	
<input type="text" value="Garrett Frans"/>	

22	Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.	
<input type="text" value="orders@wwmanufacturing.com"/>	

23	Purchase Order and Sales Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).	
<input type="text" value="8009991214"/>	

24	Company Website
Company Website (Format - www.company.com)	
<input type="text" value="www.wwmanufacturing.com"/>	

25	Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.	
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.	
<input type="text" value="W-W Livestock, W-W Paul Scales"/>	

26	Primary Address
Primary Address	
<input type="text" value="8832 State Hwy 54"/>	

27	Primary Address City
Primary Address City	
<input type="text" value="Thomas"/>	

28	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="Oklahoma"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="73669"/>

30	Search Words Identifying Vendor
	<p>Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <div style="border: 1px solid black; padding: 5px;"><p>Livestock, gate, gates, panel, panels, fence, stall, pen, pens, trap, boar, hog, pig, sheep, cattle, goat, horse, scale, scales, design, steel, wire, arena, show, show ring, rodeo, bucking chute, roping chute, stripping chute, sweep, tubs, alley, bow gate, post, calf, squeeze chute, chute, lane, galvanized, hot-dip galvanized, paint, powder coat, corral, stalls, lead up, out gate, BoarBuster, cut gate, sort pens, portable, load chute, loading chute, hydraulic, corral, express, Beefmaster, seedstock, producer, classic, chaparral, riata, lariat, cowhand, bud box, truss, rail, placing pen, show ring, sale ring, auction ring, sheeted, quality, economical, heavy duty, world's finest, safe, safety, sturdy, long lasting, custom, custom design, tailored, install, installation, setup, delivery, livestock, livestock equipment, equipment, commercial, commercial livestock equipment, W-W, WW, W-W Livestock, WW Livestock</p></div>

31	Certification of Vendor Residency (Required by the State of Texas)
	<p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <input type="text" value="No"/>

32	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Thomas"/>

33	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="Oklahoma"/>

34	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="77"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 **TIPS Member Access to Vendor Proposal & Documentation**

3 **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 **Non-Collusive Bidding Certificate**

4 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

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Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

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Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Yes

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

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Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

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Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

7 **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

8 5 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

8 6 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

9 3	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 4	2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 5	2 CFR Part 200 or Federal Provision - Record Retention Requirements For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 6	2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. <input type="text" value="YES"/>
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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230501 Agricultural and Animal Equipment, Supplies, and Services	W-W Manufacturing
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Texas Department of Agriculture	Jon Garza	jon.garza@texasagriculture.gov	(512) 463-6098
Sweetwater Events Complex	Kandi Pendleton	kpendleton@sweetwaterevents.com	(307) 352-6789
Brazos County Expo Complex	Tom Quarles	tquarles@co.brazos.tx.us	(979) 823-3976
Katy ISD	Guy James	GuyDJames@katyisd.org	(281) 396-2638
Pleasanton ISD	John Lanier	janier@jisdtx.us	(210) 414-5726
State Fair of Texas	Daryl Real	dreal@bigtex.com	(214) 421-8725

TIPS CONTRACT 230501

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: W-W Manufacturing
Vendor Authorized Signatory Name: Sam Eck
Vendor Authorized Signatory Title: National Sales Manager
Vendor Authorized Signatory Email: SamE@wwmanufacturing.com
Vendor Address: 8832 State Hwy 54
City: Thomas State: OK Zip Code: 73669

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature:  _____

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



Manual
CHUTES



800-999-1214



www.manufacturing.com

BEEFMASTER Standard

2311-111-000



BEEFMASTER XL Straight

2311-211-000



		Overall Dimensions	Weight
STANDARD	Length:	92"	1265#
	Width:	41"	
	Height:	78"	

		Overall Dimensions	Weight
XL STRAIGHT	Length:	114"	1390#
	Width:	41"	
	Height:	78"	

The standard in cattle handling, the Beefmaster Squeeze Chute features easy one-man operation with controls at the front corner, self-catch head gate, drop down bars with gravity latches, kick plates for easy access, quick release side exit and scale ready.

The Beefmaster XL Straight Squeeze Chute has all the well-designed features of the Standard Beefmaster but has extra length to accommodate larger animals. Full length sidegates have 5 dual dropbars with a 19" x 25" opening. Extra bracing compensates for extra length and guarantees structural strength that allows larger animals to be handled properly.

BEEFMASTER XL-2VG

2311-311-000



BEEFMASTER Yoke Trailer

2342-100-100



		Overall Dimensions	Weight
XL 2VG	Length:	114"	1390#
	Width:	41"	
	Height:	78"	

The Beefmaster XL-2VG has all the well-designed features of the Standard Beefmaster but has extra length to accommodate 22" rear entry gates on both sides for Palpating or AI Work.

Make your Beefmaster Squeeze Chute portable! Quick to set up for travel and operation, the Beefmaster Yoke Trailer fits all WW Squeeze Chutes.



SEEDSTOCK 1100

2316-111-100 w/30" Manual Headgate
2316-111-200 w/Self-Catch Headgate



**Shown with self-catch headgate.*

	Overall Dimensions	Inside Working Dimensions	
SEEDSTOCK	Length:	159"	139"
	Width:	47"	30"
	Height:	92"	73"



The Seedstock 1100 is a hydraulically assisted manual squeeze chute which increases operator squeeze force with less effort. Every pound of pressure on the pump applies nine pounds of pressure on the animal. The spring-loaded release, resets the chute for the next animal quickly. Featuring a Heavy Duty Hot Roll floor for extended life and easy clean out. Inside chute dimensions operate from 30" to 12" with absolutely no hand adjustments necessary regardless of the animal's size. Palpation door travels with side squeeze creating a funnel to eliminate small animal turn-around. Branding doors swing out and are removable. Lower access kick panel slides off for access to underside of the animal.

Optional Equipment

- Portable Yoke Trailer
- Digital Scale
- Blinders for branding windows

PRODUCER 640

2316-621-100 w/30" Manual Headgate
2316-621-200 w/Self-Catch Headgate



		Overall Dimensions	Weight
PRODUCER	Length:	132"	1335#
	Width:	32"	
	Height:	74"	

The Producer 640 chute is built to handle the most demanding conditions smoothly and quickly. With standard features such as a palpation cage, bi-fold tailgate, exits on both sides, a restraining bar and a ratchet bar side squeeze panel, handling cattle has never been more efficient. And the unique flex cutting gate means no extra overhead space is needed.

Manual CALF TABLE

2332-100-000 Left Hand Brand
2332-200-000 Right Hand Brand



The WW Manual Calf Table is designed to work calves up to 600 pounds. The table features a headcatch and side squeeze bar for positive holding of animal. Designed with exceptional balance, resulting in easy tilting. A ratchet-driven dally rope on the rear gate draws the animal's legs back for easy access, resulting in time-saving, efficient working of any calves.



PALPATION Cage

2364-001-000



Gates have spring-loaded latches for positive locking in both cross alley and closed positions. Working area is an ample 32" x 44" size. When reversed, the WW Palpation Cage is an efficient sorting unit.

BIFOLD Tailgate

2322-041-000



An optional Bifold Tailgate door can be installed on the entrance to the chute. Easily operated, this door allows for a wide opening top to bottom.

BEEFMASTER Headgate

2321-011-000



MANUAL Headgate

2326-014-000



The unique design of the Beefmaster Headgate allows the forward motion of the animal to actually help the operator secure the animal in the working position. Full length opening allows the animal to stand relaxed with no danger of choking. Neck and nose bars are available as an option to quickly and safely secure the animal's head. The headgate is 6' tall.

The heavy-duty Manual Headgate provides reliable performance and functions. The Manual Headgate closes to 4 inches for catching small calves, and opens to 30 inches.





800-999-1214



www.manufacturing.com



BEEFMASTER

SQUEEZE CHUTES

ALL CONTROLS ON FRONT CORNER OF CHUTE FOR ONE-MAN OPERATION.

RETRACTABLE SQUEEZE ARM ALLOWS SAFE, UNRESTRICTED, MOVEMENT AROUND CHUTE BY OPERATOR.

STEEL CABLES SYNCHRONIZE HEADGATE MOVEMENT WITH 180 DEGREE SWING.

HINGED DROPBARS ON BOTH SIDES OF WITH FOOLPROOF GRAVITY LATCHES.

STEEL FLOOR WITH FLOOR CLEATS FOR SURE FOOTING.



800-999-1214
www.wmanufacturing.com





Beefmaster Standard 2311-111-000

The standard in cattle handling, the Beefmaster Squeeze Chute features easy one-man operation with controls at the front corner, self-catch head gate, drop down bars with gravity latches, kick plates for easy access, quick release side exit and scale ready.

BEEFMASTER STANDARD SPECIFICATIONS

Length	92"
Width	41"
Height	78"
Weight	1265#



Beefmaster XL Straight 2311-211-000

The Beefmaster XL Straight Squeeze Chute has all the well-designed features of the Standard Beefmaster but has extra length to accommodate larger animals. Full length sidegates have 5 dual dropbars with a 19" x 25" opening. Extra bracing compensates for extra length and guarantees structural strength that allows larger animals to be handled properly.

BEEFMASTER XL STRAIGHT SPECIFICATIONS

Length	114"
Width	41"
Height	78"
Weight	1390#



CUSTOMER SERVICE



INNOVATION

BEEFMASTER SQUEEZE CHUTES



Beefmaster XL-2VG 2311-311-000

The Beefmaster XL-2VG has all the well-designed features of the Standard Beefmaster but has extra length to accommodate 22" rear entry gates on both sides for Palpating or AI Work.

BEEFMASTER XL-2VG SPECIFICATIONS

Length	114"
Width	41"
Height	78"
Weight	1390#

Hot-Dip Galvanization

All Beefmaster Squeeze Chutes have the option to be Hot-Dip Galvanized for maximum long lasting rust resistance. Perfect for wetter or humid climates.



Palpation Cage 2364-001-000

Gates have spring-loaded latches for positive locking in both cross alley and closed positions. Working area is an ample 32" x 44" size. When reversed, the WW Palpation Cage is an efficient sorting unit.

New Adjustable Palpation Cage

2364-004-000

Safety and accessibility, the adjustable Palp Cage offers all the options veterinarians and stockman desire.



SUPERIOR QUALITY



BUILT TO LAST



ACCESSORIES



Beefmaster Headgate

2321-011-000

The unique design of the Beefmaster Headgate allows the forward motion of the animal to actually help the operator secure the animal in the working position. Full length opening allows the animal to stand relaxed with no danger of choking. Neck and nose bars are available as an option to quickly and safely secure the animal's head. Headgate is 6' tall.



Scissor Headgate

2321-021-000

A full width no obstruction headgate that allows operators to work cattle calmly and efficiently while eliminating the risk of injury. Suitable for horned cattle, the solid sheeted panels and no bottom cross bar focus the animal's view to the opening for consistent forward motion. The short stroke control handle provides the operator effortless control with the quick response needed to capture problem animals. The WW Scissor Headgate is fully interchangeable with the Beefmaster Headgate.



Neck and Nose Bar

2321-001-000 neck

2321-013-000 nose

Optional Neck and Nose Bars quickly and safely secure the animal's head for de-horning, tagging, vaccinations and treating pinkeye. Easily attaches to the headgate and swings out of the way when not in use.



Beefmaster Bifold Tailgate

2322-041-000

An optional Bifold Tailgate door can be installed on the entrance to the chute. Easily operated, this door allows for a wide opening top to bottom.



Digi-Star Weighing System

SW4600EID Indicator

This advanced management indicator allows for both EID and Visual ID input with customizable display offering easy data collection.



SW7000-40", 7000 Cap.

This rugged weigh beam is designed to place under manual squeeze chutes. It is easy to install. No leveling adjustments necessary – just secure it. Unique design is accurate even on mild slopes.

Beefmaster Yoke Trailer

2342-100-100

Make your Beefmaster Squeeze Chute portable! Quick to set up for travel and operation, the Beefmaster Yoke Trailer fits all WW Squeeze Chutes.





EQUINE EQUIPMENT

WW Livestock has developed the ultimate equine equipment, providing perfect solutions for training at home or for travel during competition. Durable and dependable, each piece is professionally designed for you and your equine partner.

PANELS & GATES

ROUND PENS

STALLS & HOUSING

TACK-N-GO™ SADDLE RACK

ROPING CHUTES



800-999-1214
www.wmanufacturing.com





Panels & Gates

WW Livestock has developed multiple lines of premium panels and gates. Components from ALL series are compatible with each other and have the same outstanding features. Spring-activated gate latches and 2" standard pipe hinges give WW gates trouble-free service. All WW panel and gate joints are saddle cut for extra strength.

**Request a Panels & Gates Literature Sheet for a full list of options and sizes.*

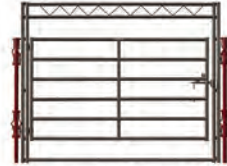


Choose from your choice of powder coat colors for a small up charge.



Classic Panels

- 3311-508-000 Classic 8' Panel
- 3311-510-000 Classic 10' Panel
- 3311-512-000 Classic 12' Panel



Classic High Pole Gates

- 3314-508-096 Classic 8' High Pole Gate 9'6"
- 3314-510-096 Classic 10' High Pole Gate 9'6"
- 3314-512-096 Classic 12' High Pole Gate 9'6"



Chaparral Panels

- 3341-608-000 Chaparral 8' Panel
- 3341-610-000 Chaparral 10' Panel
- 3341-612-000 Chaparral 12' Panel



Chaparral High Pole Gates

- 3344-608-096 Chaparral 8' High Pole Gate 9'6"
- 3344-610-096 Chaparral 10' High Pole Gate 9'6"
- 3344-612-096 Chaparral 12' High Pole Gate 9'6"

Round Pens

Riata Series

The RIATA series of gates and panels are designed specifically for the equine industry, but also make a great utility pen for cattle. All components are fabricated of 16 gauge 1.66 tubing and are 5'4" tall.

Riata Panels

- 3381-508-000 Riata 8' Panel
- 3381-510-000 Riata 10' Panel
- 3381-512-000 Riata 12' Panel

Riata 6' Round Pen Gate

3382-072-000



Chaparral Deluxe Round Pens

Chaparral round pens are tapered to minimize chance of injury to the rider by being crowded into the perimeter fence. They are available with a choice of lumber or steel in the lower 24", and include a spring loaded horse back gate latch, a gate frame with 9' overhead clearance, and interlocking panels with self-contained pins.

Chaparral Deluxe (Less Lumber)

- 4390-050-000 Chaparral 50' Deluxe
- 4390-050-200 Chaparral 60' Deluxe

Chaparral Deluxe (Sheet Metal Bottom)

- 4390-050-000 Chaparral 50' Deluxe
- 4390-050-200 Chaparral 60' Deluxe



CUSTOMER SERVICE



INNOVATION

Stalls & Housing

Classic Stalls

Classic Stall fronts feature 48" Rolling Doors that roll smoothly and quietly on rust-free Celcon cannonball wheels. Fronts and Dividers are available in 10' or 12' lengths. Self-contained Drop Pins connect all components. Vertical Board Channels are designed to receive 2" tongue and groove lumber in fronts and dividers. Optional Swing-out Feeders and Dutch Doors Available.

Classic 10' Stall Components

- 4321-110-000 Classic 10' Stall Front
- 4322-210-000 Classic 10' Vertical Rail Divider
- 4322-310-000 Classic 10' Solid Divider
- 4320-000-000 Classic Starter Post

Classic 12' Stall Components

- 4321-112-000 Classic 12' Stall Front
- 4322-212-000 Classic 12' Vertical Rail Divider
- 4322-312-000 Classic 12' Solid Divider
- 4320-000-000 Classic Starter Post



Champion Stalls

All Champion Fronts and Dividers are available in your choice of 10' or 12' lengths. Champion Stall Components connect with self-contained pins and corresponding clips. Fronts feature doors that roll quietly and smoothly on rust-free cannonball wheels that never need lubricating. Fronts include feed doors with optional swing-out hay and grain feeders available. Available in Powder Coat or Galvanized Finish

Champion 10' Stall Components

- 4331-210-000 Champion 10' Stall Front
- 4332-210-000 Champion 10' Vertical Rail Divider
- 4332-310-000 Champion 10' Solid Divider
- 4330-001-000 Champion Starter Post

Champion 12' Stall Components

- 4331-212-000 Champion 12' Stall Front
- 4332-212-000 Champion 12' Vertical Rail Divider
- 4332-312-000 Champion 12' Solid Divider
- 4330-001-000 Champion Starter Post

Equine Housing

Add a WW Truss System at any time without any additional adapters and turn your stalls into a beautiful barn with a breezeway or a functional Shed Row Barn. Breezeway Doors and Girt Clips available as options if you want to make your barn even more functional.

Truss Components

**All Trusses work on Classic and Champion Stalls or Classic Panels*

- 4361-104-000 Classic Shed Row Truss 10'
- 4361-124-000 Classic Shed Row Truss 12'
- *All Shed Row Trusses have a 4' overhang*
- 4362-115-000 Classic Building Truss 10' Female
- 4362-215-000 Classic Building Truss 10' Male
- *Classic 10' Building Trusses are designed for a 10' alley*
- 4362-126-000 Classic Building Truss 12' Female
- 4362-226-000 Classic Building Truss 12' Male
- *Classic 12' Building Trusses are designed for a 12' alley*



Barn Breezeway Doors

- 4368-110-000 Breezeway Door 10' Solid (Wood Fill)
- 4368-112-000 Breezeway Door 12' Solid (Wood Fill)
- 4368-210-000 Breezeway Door 10' Solid (Sheet Metal)
- 4368-212-000 Breezeway Door 12' Solid (Sheet Metal)



SUPERIOR QUALITY



BUILT TO LAST



EQUINE EQUIPMENT

TACK-N-GO™ Saddle Rack

The TACK-N-GO™ portable folding saddle rack is the professional's choice for keeping saddles and equipment handy in any location. The ultimate accessory for the arena, barn, round pen, trailer or stall area, this simple, heavy-duty, folding saddle rack will stand up to hard use and heavy saddles anywhere you use it.

Comes with everything you need!

- Foldable TACK-N-GO™ in Black or Pink
- Hanging Brackets for Panels, Fences and Stalls
- Bolts for Attaching Hanging Brackets
- Heavy Wood Screws for Wall Installation



TACK-N-GO™ Saddle Rack

4340-000-100 TACK-N-GO™ Saddle Rack Black

4340-000-101 TACK-N-GO™ Saddle Rack Pink

TACK-N-GO Saddle Rack



Roping Chutes

Rodeo Roping Chute 5310-000-000

- Meets or exceeds all professional association rules and specifications. (The actual roping chute used to write the specs).
- Combination steer and calf chute.
- Neck-rope windows to allow for easy access for barrier equipment and increased production speeds.
- Extra length (84 1/2" from barrier eyes to rear of chute) which allows room for "pusher" without leaving tailgate open.
- Trigger latch for fast, easy, quiet operation.
- Can be operated from ground or horseback.
- Built heavier and stronger than most brands on the market today.



Team Roping Chute 5310-000-025

- 1 ft. shorter in length than rodeo model so no "pusher" is needed.
- The same heavy-duty construction as the Rodeo Roping Chute.



Our Designing Staff works with professional cowboys on a daily basis in order to provide the Rodeo Industry with the most efficient equipment available.

Mini Roping Chute 5310-000-050

- Scaled down to fit tie-down and breakaway roping animals.
- Tapered sheet metal bottom to prevent animals from turning around.





EXPRESS PORTABLE CORRAL

6' Panels are fabricated from 2" 14 ga. high tensile pregalvanized steel tubing

All gates are spring-loaded or come equipped with spring-loaded plungers and strike plates

10' Gate in the main frame of the corral allows driving through with a full size pick up

Optional Mounted Headgate for alley allows working cattle in the field

Includes 6 Man Pass Gates, and 2 High Pole Gates

Hinge and Collar System allows set up on uneven terrain

Solar Charging System *(optional battery upgrade for colder climates)*

Heavy-Duty Selector Valve and Sealed Switch

Option for Interchangeable Gooseneck or Bumper Pull

Integrated Trailer Lights and High Speed Highway Hubs

Available with Vinyl or Bull Sheet

Standard Corral can be upgraded to a +3 or a +6



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www.wmanufacturing.com





Easy One-Man Setup

Wheels on each panel provide easy one-man setup, even on rough terrain. Pre-galvanized tubing construction offers years of hassle-free service no matter how rough the working conditions. Available in standard and larger units the Express Portable Corral provides catch capabilities from 100 to 300 head. Easily incorporate a WW Squeeze Chute and Yoke Trailer for a completely mobile full service handling system that is fast to set up and ready to go to work!



Unchain panels and simply pull out.



Pull and roll next three panels from frame.
Push from inside out and let the wheels do the work.



Extend, then separate and roll next panel.



Unfold last panel and roll around to connect to first panel.



Repeat procedure on opposite side. Within 10 minutes you're finished!



CUSTOMER SERVICE



INNOVATION

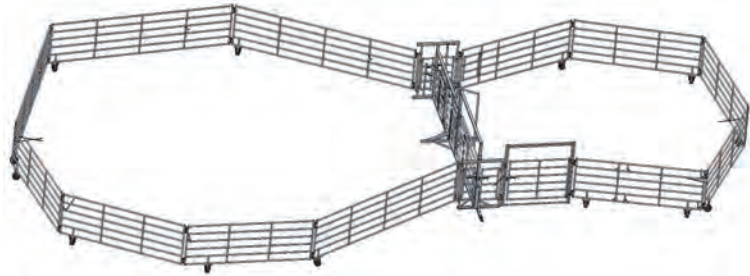
EXPRESS PORTABLE CORRAL

Express Portable Corral Options

Express Portable Corral- Standard

1880-100-000

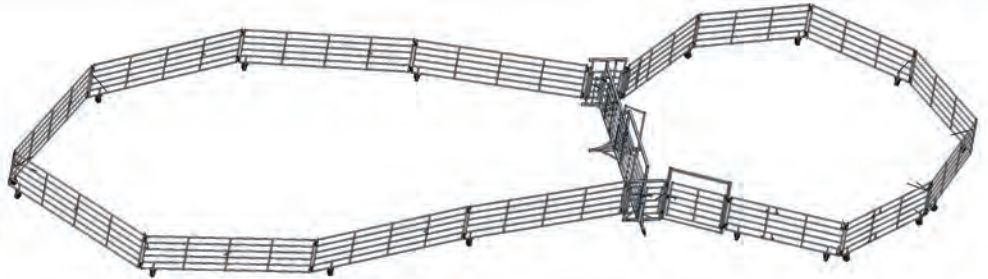
WW Express Portable Corral Standard provides the pen capacity to efficiently work 80 to 100 head of cattle. Designed and built with quality and features that will serve your operation for many years to come.



Express Portable Corral- Plus 3

1880-100-003

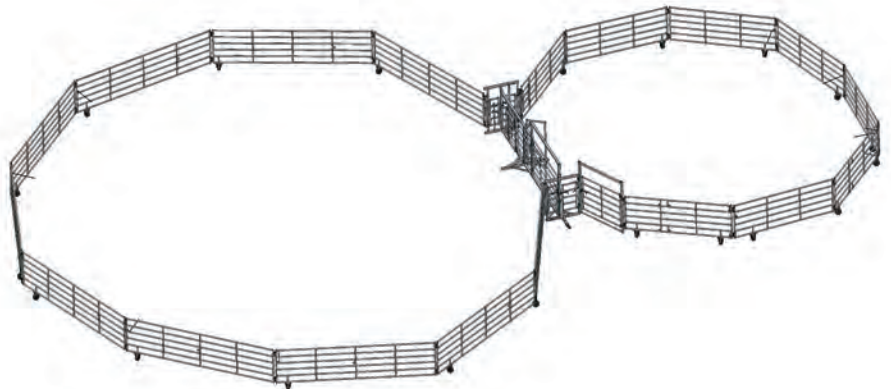
The WW Express Portable Corral Standard Plus 3 option is designed with 3 additional panels and the same ease of setup to allow for a working capacity of 160 to 200 head.



Express Portable Corral- Plus 6

1880-100-006

More than double the capacity of the WW Express Portable Corral Standard with the Plus 6 option. This system enables the cattleman to handle 250 to 300 head!



SUPERIOR QUALITY

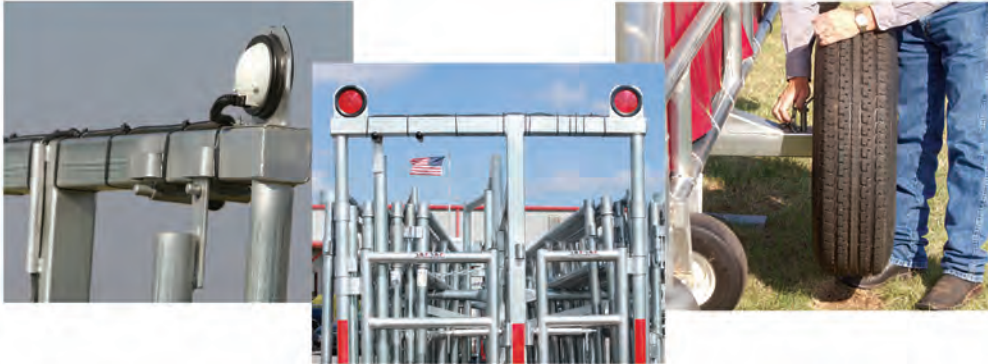


BUILT TO LAST



EXPRESS PORTABLE CORRAL

Express Portable Corral Accessories



Integrated Trailer Lights & High Speed Highway Hubs

WW Express Portable Corrals are road ready with high speed highway hubs and completely wired with trailer lighting and plug.

Available with Durable Bull Sheet or Vinyl

WW Express Corals have the option of Bull Sheet or Vinyl Sheeting on the center alley to help keep cattle flowing calmly and quietly by reducing distractions. Bull Sheet is made from High-density polyethylene (HDPE) known for its pliability, durability and strength. Resistant to moisture, bacteria and insects with a high impact strength make Bull Sheet the ultimate choice in your systems. Bull Sheet is also available separately to add to your existing equipment.



Optional Quick Change Gooseneck or Bumper Pull Hitches

Tow it by bumper pull or gooseneck, every WW Express Corral comes ready to accept either hitch allowing for versatility. Hitches are quick and easy to attach and remove, change from bumper pull to a gooseneck in a few minutes!





FAIR & EXPO

HOG & SHEEP PENS

ROCK BOTTOMS

RODEO ARENAS

PORTABLE EXPO STALLS

CATTLE TIE PANELS

W-W PAUL SCALES



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www.wmanufacturing.com





HOG & SHEEP PENS

Hog & Sheep Panels & Gates



BEST VALUE ON THE MARKET PER POUND

- All Hog & Sheep panels and gates are available 41" and 48" tall.
- All gates have a 7' frame.
- All components are constructed from A-513 High Tensile steel tubing with 50,000 PSI yield strength.
- All units are fabricated of 1 1/2" 14 and 16 gauge steel, with a durable, attractive, long-lasting gray powder coat finish.
- All joints are saddle cut for maximum strength.
- All units interlock with self-contained permanently attached drop pins. Gate latch also consists of self-contained drop pin.
- Available with Pre-Galvanization, or Hot-Dipped Galvanization for areas with a more corrosive environment.
- Panels and gates can be configured to fit any set up or design.
- Custom design available.
- Available with 3" Goat spacing or 4-3/16" spacing.

41" Hog & Sheep Panels & Gates

- Hog & Sheep Panels 4' Pin-Clip 41" Tall 8311-204-000
- Hog & Sheep Panels 5' Pin-Clip 41" Tall 8311-205-000
- Hog & Sheep Panels 6' Pin-Clip 41" Tall 8311-206-000
- Hog & Sheep Panels 8' Pin-Clip 41" Tall 8311-208-000
- Hog & Sheep Panels 10' Pin-Clip 41" Tall 8311-210-000
- Hog & Sheep Panels 12' Pin-Clip 41" Tall 8311-210-000
- Hog & Sheep 4' Gate Pin-Pin 41" Tall 8314-104-000
- Hog & Sheep 5' Gate Pin-Pin 41" Tall 8314-105-000
- Hog & Sheep 6' Gate Pin-Pin 41" Tall 8314-106-000



48" Hog & Sheep Panels & Gates

- Hog & Sheep Panels 4' Pin-Clip 48" Tall 8311-204-900
- Hog & Sheep Panels 5' Pin-Clip 48" Tall 8311-205-900
- Hog & Sheep Panels 6' Pin-Clip 48" Tall 8311-206-900
- Hog & Sheep Panels 8' Pin-Clip 48" Tall 8311-208-900
- Hog & Sheep Panels 10' Pin-Clip 48" Tall 8311-210-900
- Hog & Sheep Panels 12' Pin-Clip 48" Tall 8311-212-900
- Hog & Sheep 4' Gate Pin-Pin 48" Tall 8314-104-900
- Hog & Sheep 5' Gate Pin-Pin 48" Tall 8314-105-900
- Hog & Sheep 6' Gate Pin-Pin 48" Tall 8314-106-900

Rodeo Arenas



CUSTOMER SERVICE



INNOVATION

Grounding Your Event Without The Labor



PORTABLE | EASY SETUP & TEAR DOWN | TIME SAVING

- Substantially Reduce Labor Needs
- Movable With Forklift
- Transportable For Easy Storage
- Self Standing For Setup & Teardown
- Interchangeable Panels
- Removable End Caps
- Safe Secure Pins
- No Holes In Floor To Keep Clean & Open
- Rock Bottom Bases Completely Covered by Bedding
- Set Up On Any Flat Surface
- Set Up In Multiple Configurations

Rock Bottom Bases
Size - 10'x12"x12"
@ 1,000+ Pounds



ANY Building Can Now Be A Cattle Tie Barn



Portable Stalls



All portable stall components are constructed from A-513 high tensile steel tubing with 50,000 PSI yield strength. All joints on framework are saddle cut for maximum strength. All units interlock with self-contained, permanently attached drop pins. All units are 6' 10-1/2" tall and available in 10' or 12' lengths. 48" doors are secured with spring loaded latches. Lower part of stalls includes 3/4" BB Plyform inserts. All units feature an attractive long lasting gray powder coat finish.

Cattle Tie Panels



All the stall components are constructed from 1.5" x 14 gauge high tensile steel tubing with 50,000 PSI yield strength. All joints are saddle cut for maximum strength. Tie stall frame and Alley Control frame height is 84". Top interior rail of panel is 48" high with 40" tie positions. Units interlock with self-contained permanently attached drop pins. All units painted with attractive long lasting gray powder coat.



SUPERIOR QUALITY



BUILT TO LAST



PAUL SCALE

WEIGHING SYSTEMS

Small Animal Scales



58SX HOG AND SHEEP CRATE SCALE 7311-002-000

PICTURED WITH OPTIONAL WHEEL KIT

- 500 lb. Single Animal Livestock Scale
- Mechanical Beam w/1 lb. Graduations

The Paul Scales Hog and Sheep Crate Scale has set the standard of performance for portable scales for many, many years. The New and Improved WW-Paul Model 58SX still retains all of the time proven Paul Scales features and now also includes the new Side Slide, Bi-Fold Gate design for faster and easier operation. Since there are no heavy gates to lift, the 58SX can be operated by almost anyone, including children. The Model 58SX is easily retrofitted with an Electronic Load Cell, Readout Indicator and Ticket or Tape Printer if desired. The simple but rugged design combined with heavy duty steel construction guarantees you an accurate and dependable scale that you can count on for many years to come.

70SX HOG AND SHEEP CRATE SCALE 7311-010-000

- 700 lb. Single Animal Livestock Scale
- Mechanical Beam w/1 lb. Graduations

This Scale has all of the Paul Scale traits; Accuracy, Durability and Reliability. A new Side Slide, Bi-Fold Gate Design makes for simple and fast operation. Since there are no heavy gates to lift, the Model 70SX can be operated by almost anyone, including children. The all steel holding crate is equipped with a galvanized woven wire floor and steel cleats for longer life and easier cleaning. The Model 70SX is easily retrofitted with an Electronic Load Cell, Readout Indicator and a Ticket or Tape Printer if desired. It is designed for the professional or commercial pork producers who demand ruggedness in their equipment.



LFT-700S HOG AND SHEEP CRATE SCALE

- 700 lb. Cap. x 1lb. Div. Single Animal Livestock Scale

This scale uses our field-tested and proven mechanical torque-bar suspension, combined with our state-of-the-art electronics package. The accuracy and dependability of this scale is unsurpassed in today's animal scale market. The new side slide gate design makes for simple and fast operation. The simple but rugged design combined with heavy duty steel construction guarantee you an accurate and dependable scale hat you can count on for many years to come.

Weight Indicators



IQ+390DC DIGITAL WEIGHT INDICATOR

Featuring DC operation, a huge one-inch, 6-digital LCD display, and a stainless steel NEMA 4X/IP66 enclosure, the IQ+390-DC Indicator delivers heavy duty performance at a reasonable price.

LIVESTOCK MANAGEMENT SYSTEM

The WW-Paul Scales Model IQ+710 Indicator can display and store up to 800 animal weights and their respective ID numbers. The ID's can be keyed in on the indicator key pad or scanned in with an Electronic Identification (EID) system. This data can then be down-loaded from the IQ+710 to a desktop, lap-top or hand-held computer for analysis. There are a number of companies and systems that offer different types of software programs for livestock and show animal management.





HD EZ-LIFT™



HD EZ-LIFT™

W-W MANUFACTURING INTRODUCES THE HD EZ-LIFT™ AS THE SAFEST WAY TO LOAD, TRANSPORT AND UNLOAD HEAVY ITEMS WITH THE USE OF A HYDRAULIC HAY BALE BED.

This product was designed to eliminate the need for ramps, driving at an incline/decline, and dismounting the recreation vehicle on a trailer or truck bed. All loading and unloading takes place at the ground level and the hydraulic hay bale bed arms do all of the heavy lifting while the user is safe on the ground. While it is primarily used to transport ATV's, you can place anything that will safely ride on the HD EZ-LIFT™. We have seen people place tools, fencing supplies, equipment, livestock feed, mineral tubs for cattle, and lumber on the HD EZ-LIFT™. The possibilities are truly endless! No more lifting heavy items to place on your flat bed, simply slide it on the HD EZ-LIFT™ and let the bale bed arms pick it up to place on the bed.

OVERALL DIMENSIONS

- 75" Long
- 71" Wide
- 32 1/2" Tall

LOADING DIMENSIONS

- Up to 60" Wide
- Up to 60" Wheelbase Length

CAN BE USED BY

- FARMERS
- RANCHERS
- SEARCH AND RESCUE
- FIRE DEPARTMENT
- HUNTERS
- FISHING
- OFF-ROAD ENTHUSIASTS
- GAME WARDENS
- FORESTRY SERVICE
- PARK RANGER
- OIL AND GAS INDUSTRY
- GOLFERS

CAN BE USED FOR

- ATV
- SMALL UTV
- GOLF CART
- SNOWMOBILE
- MOTORCYCLES
- DUNE BUGGY
- GO KART
- RIDING LAWNMOWERS
- TOOLS
- EQUIPMENT
- FENCING
- SUPPLIES
- LIVESTOCK FEED
- MINERAL TUBS

Patent Pending



855-400-9685
www.HDEZ-LIFT.com

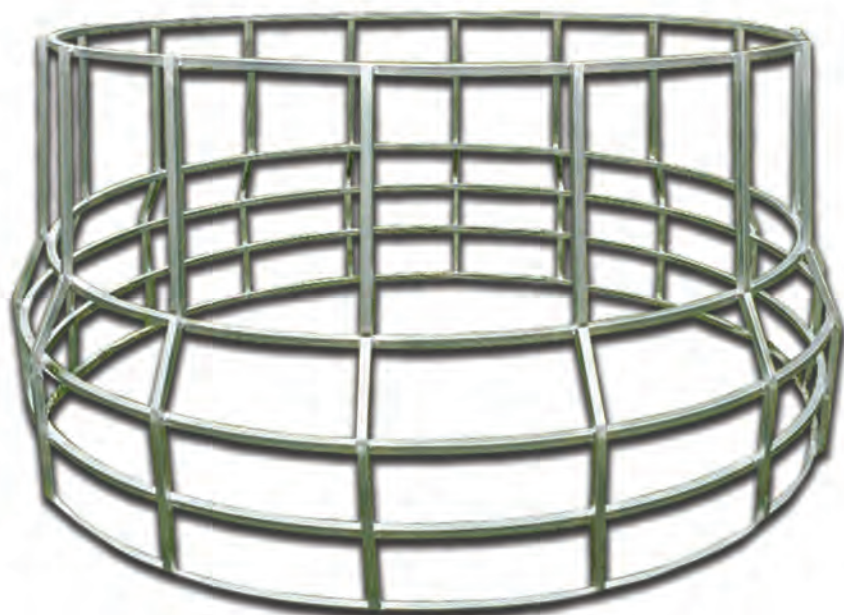




HG HAY FEEDER

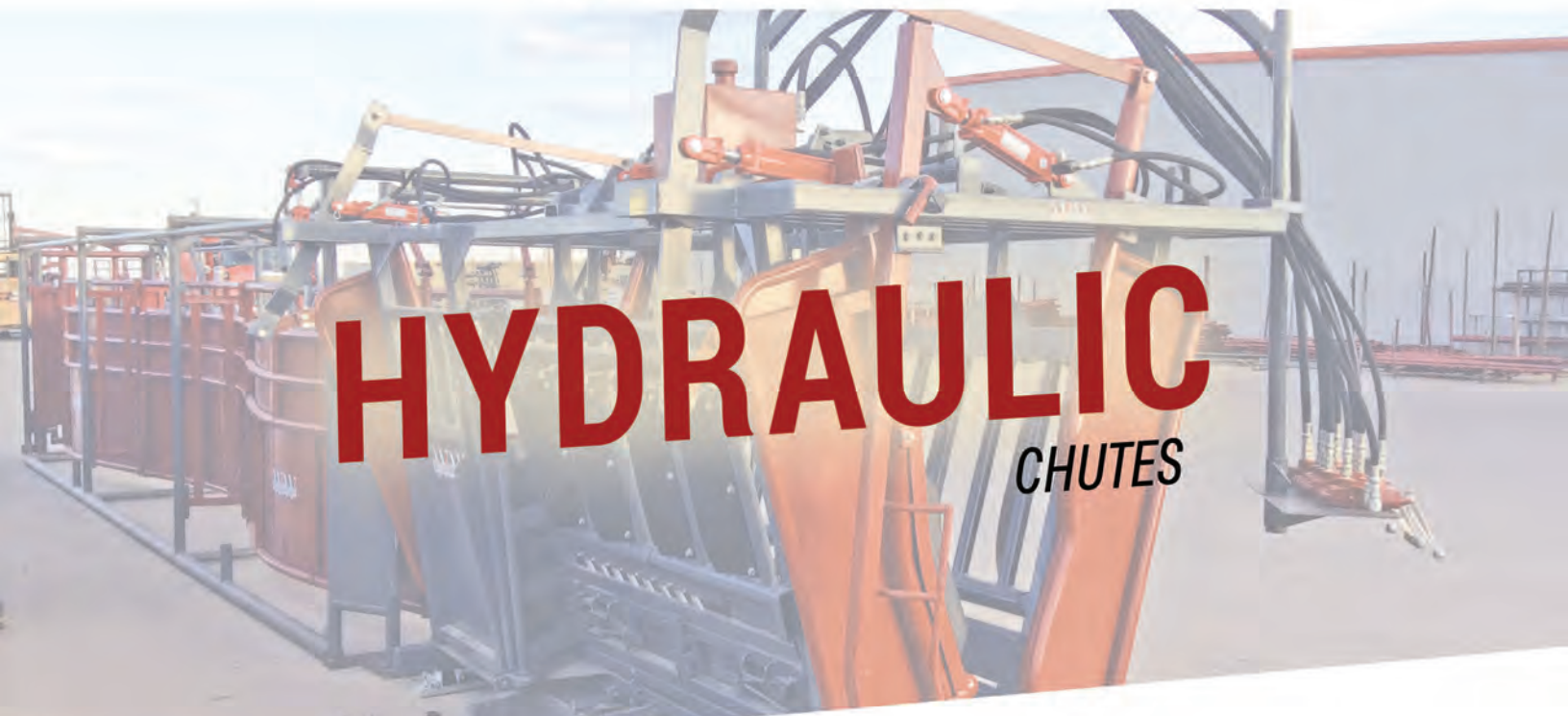
HG Hay Feeder

- Research shows that the bell shape design will cut waste by up to 70% over conventional feeders.
- Open bottom for better air flow that allows hay to dry.
- No equipment needed to put hay into feeder.
- Solid one piece construction for increased durability.
- 8' diameter allows feeder to fit almost any bale size.
- Constructed with 1" square tubing and weighs 160 lbs.
- Manufactured with Pre-Galvanized tubing for extended life.



800-999-1214
www.wwmanufacturing.com





HYDRAULIC CHUTES

ALL CONTROL ARMS AND CENTER SQUEEZE BARS
EQUIPPED WITH SEALED PILLOW-BLOCK BEARINGS.

FOLD DOWN BARS SADDLE CUT FOR EXTRA
STRENGTH WITH SPRING LOADED LATCHES.

ALL BEARINGS EQUIPPED WITH GREASE ZERKS
FOR EASY MAINTENANCE.

ALL CHUTES FEATURE EMERGENCY SIDE EXIT

SIDE DROP DOOR LATCH LOCATED IN CENTER OF
DROP DOOR ACTIVATES LATCHES SIMULTANEOUSLY.

PRESSURE GAUGE ON ALL UNITS REDUCE
POSSIBILITY OF INJURY TO ANIMALS.

SUPER QUIET HYDRAULIC SYSTEM GREATLY
REDUCES POSSIBILITY OF "NOISE PANIC".



800-999-1214
www.wmanufacturing.com





RANCHMASTER

Length: 101"

Height: 96"

Width: 83"

Dropbars: 25"

- Nylon bushings on headgate and tailgate.
- Hydraulic adjustment of lower sides.
- Center bar is 2" solid steel shaft with sealed bearings.
- Nylon wear plates on headgate.
- Emergency side exit.



RANCHMASTER 2VG

Length: 137"

Height: 96"

Width: 83"

Dropbars: 25"

Palp Door: 32" Opening

- Nylon bushings on headgate and tailgate.
- Hydraulic adjustment of lower sides.
- Center bar is 2" solid steel shaft with sealed bearings.
- Nylon wear plates on headgate.
- Emergency side exit.



HYDRAULIC CALF TABLE

- Will work calves up to 500 lbs.
- Available in Left or Right Hand Brand
- Easily transported on a standard W-W yoke trailer
- Power unit sold separately.



CUSTOMER SERVICE



INNOVATION

HYDRAULIC CHUTES



SUPER PRO

Length: 101"

Height: 96"

Width: 83"

Dropbars: 25"

- Super Sized™ materials including 3 1/2" heavy wall frame and 2 1/2" heavy wall sides.
- UHMW bushings at gate bottoms.
- Hydraulic bottom adjustment.
- Headgate extensions
- Double wear plates on all gates.
- The stoutest chute in the industry designed specifically to withstand abuse sustained from feedlot processing and re-implanting.



BULLMASTER

Length: 117"

Height: 104"

Width: 89"

Dropbars: 31"

- Nylon bushings on bottom of headgate and tailgate.
- Hydraulic adjustment of lower side.
- Headgate extension.
- Emergency side exit.
- The biggest chute on the market designed to work the largest breeds in the beef industry.



CUSTOM CHUTES AVAILABLE



SUPERIOR QUALITY



BUILT TO LAST

OPTIONAL EQUIPMENT

- Hydraulic Head Bender
- Hydraulic Neck Bar
- Hydraulic Head Roller
- Hydraulic Leg Puller
- 3/4" Hot Roll Floor
- Head Gate Extensions-Weld On or Bolt On
- Gate Guards
- Dual Controls
- Dual Cylinders on Gates
- Yoke Trailer
- Palpation Cage
- Palpation Door
- Full Drop Door
- Split Drop Door
- Separate Unit
- Gas Powered Unit
- Single Drop Bars
- Tip Chute Assembly
- Two Piece Fall Out Floor
- Head Rest
- "New" Adjustable Gate Feet
- Louvers
- Commercial Tubs
- Bifold Headgate and Tailgate
- 50/50 Milk Door



Hydraulic Head Bender



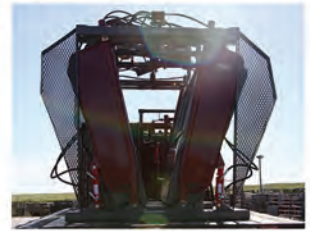
Hydraulic Neck Bar



Louvers



Two Piece Fall Out Floor



Hydraulic Gate Guard



Palpation Cage



Bifold Headgate and Tailgate



50/50 Milk Door



Adjustable Tailgate Gate Feet



3/4" Hot Roll Floor



Yoke Trailer





PANEL BASE

Panel Base

Length: 10'

Width: 12"

Height: 12"

Empty weight: 390#

Filled weight: 640#

- Holes punched in angle iron to stake down to ground
- 45 degree cut on angle allow for bases to connect at 90 degrees
- Forklift pockets off ground to allow for easier fork placement and allow for multiple base lifting
- Can be ordered filled or unfilled to help with shipping costs
- Retaining tabs to allow panels to be anchored to base
- Can be built in multiple lengths
- Works with W-W arena panels and W-W cattle ties



800-999-1214
www.wwmanufacturing.com





PANELS & GATES

WW Livestock has developed multiple lines of premium panels and gates. Components from ALL series are compatible with each other and have the same outstanding features. Spring-activated gate latches and 2" standard pipe hinges give WW gates trouble-free service. All WW panel and gate joints are saddle cut for extra strength. Choose a long lasting, attractive, gunmetal gray powder coat finish, pre-galvanized or hot dipped galvanized.

CLASSIC SERIES

CHAPARRAL SERIES

LARIAT PANELS

RIATA SERIES

EXPRESS PANEL TRANSPORT



800-999-1214
www.wmanufacturing.com





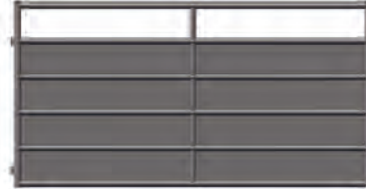
Classic Series

Classic Panels and Gates have long been the standard for competition to live up to in the Livestock Equipment Industry. These are the Gates and Panels which prestigious organizations such as the CBR depend on year after year. All components are fabricated of 2" high tensile 14 gauge tubing with 50,000 P.S.I yield strength. Panels are 5' tall and mount 6' high on classic post.



Classic Panels

- 3311-502-000 Classic 2' Panel
- 3311-503-000 Classic 3' Panel
- 3311-504-000 Classic 4' Panel
- 3311-506-000 Classic 6' Panel
- 3311-508-000 Classic 8' Panel
- 3311-510-000 Classic 10' Panel
- 3311-512-000 Classic 12' Panel
- 3311-514-000 Classic 14' Panel
- 3311-516-000 Classic 16' Panel



Classic Panels-Full Sheeted

- 3311-508-200 Classic 8' Panel Full Sheeted
- 3311-510-200 Classic 10' Panel Full Sheeted



Classic Gate Panels

- 3315-508-000 Classic 8' Gate Panel (G4)
- 3315-510-000 Classic 10' Gate Panel (G4)
- 3315-512-000 Classic 12' Gate Panel (G4)



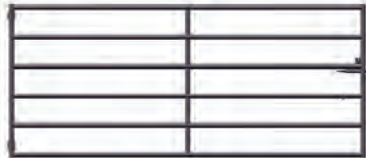
Classic Panels-Half Sheeted

- 3311-508-100 Classic 8' Panel Half Sheeted
- 3311-510-100 Classic 10' Panel Half Sheeted



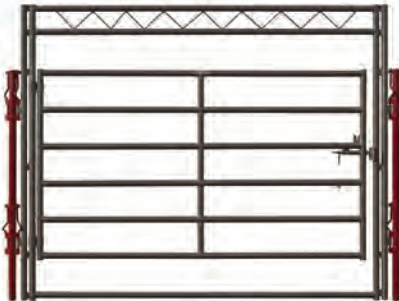
Classic Gate-in-Frame

- 3312-024-000 Classic 24" Gate-in-Frame
- 3312-036-000 Classic 36" Gate-in-Frame
- 3312-048-000 Classic 48" Gate-in-Frame
- 3312-060-000 Classic 60" Gate-in-Frame
- 3312-072-000 Classic 72" Gate-in-Frame
- 3312-084-000 Classic 84" Gate-in-Frame
- 3312-060-100 Classic 60" Gate-in-Frame Half Sheeted
- 3312-060-200 Classic 60" Gate-in-Frame Full Sheeted



Classic Corral Gates

- 3316-510-000 Classic 10' Corral Gate
- 3316-512-000 Classic 12' Corral Gate
- 3316-514-000 Classic 14' Corral Gate
- 3316-516-000 Classic 16' Corral Gate



Classic High Pole Gates

- 3314-508-078 Classic 8' High Pole Gate 7'8" Tall
- 3314-508-096 Classic 8' High Pole Gate 9'6" Tall
- 3314-510-078 Classic 10' High Pole Gate 7'8" Tall
- 3314-510-096 Classic 10' High Pole Gate 9'6" Tall
- 3314-512-078 Classic 12' High Pole Gate 7'8" Tall
- 3314-512-096 Classic 12' High Pole Gate 9'6" Tall



Classic 32" Alley Control Frame

3313-032-000



Classic 32" Alley Control Gate

3313-132-000

Classic Connecting Posts

- 3318-100-000 Classic 1-Way Connecting Post 6'
- 3318-200-000 Classic 2-Way Connecting Post 6'
- 3318-290-000 Classic 2-Way 90 degree connecting Post 6'
- 3318-300-000 Classic 3-Way Connecting Post 6'
- 3318-400-000 Classic 4-Way Connecting Post 6'

Classic Spreader Posts

- 3318-200-078 Classic 2-way Spreader Post 7'8"
- 3318-300-078 Classic 3-way Spreader Post 7'8"
- 3318-200-096 Classic 2-Way Spreader Post 9'6"
- 3318-300-096 Classic 3-Way Spreader Post 9'6"

Classic Panel Mounting Brackets

- 3319-100-000 Classic Panel Mounting Bracket w/Clips
- 3319-101-000 Classic Panel Mounting Bracket w/Pins Left
- 3319-102-000 Classic Panel Mounting Bracket w/Pins Right

Classic Spreader Bar Top

- 3331-100-108 Classic 8' Spreader Bar Top
- 3331-101-000 Classic 10' Spreader Bar Top
- 3331-201-000 Classic 12' Spreader Bar Top

Classic Spreader Bar Bottom

- 3331-100-208 Classic 8' Spreader bar Bottom
- 3331-102-000 Classic 10' Spreader bar Bottom
- 3331-202-000 Classic 12' Spreader bar Bottom

Chaparral Series

Chaparral Panels and Gates are constructed from 1.9" high tensile 16 gauge tubing with 50,000 P.S.I. yield strength. In keeping with the quality that WW demands from all its products, the Chaparral Series has that extra toughness that insures dependability when working cattle. All components feature self-contained connecting pins for easy interlocking.



Chaparral Panels

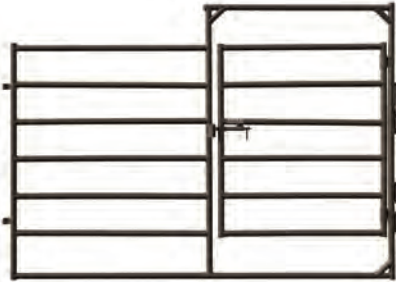
- 3341-602-400 Chaparral 6' x 2'4" Panel
- 3341-604-000 Chaparral 6' x 4' Panel
- 3341-606-000 Chaparral 6' x 6' Panel
- 3341-608-000 Chaparral 6' x 8' Panel
- 3341-610-000 Chaparral 6' x 10' Panel
- 3341-612-000 Chaparral 6' x 12' Panel
- 3341-614-000 Chaparral 6' x 14' Panel
- 3341-616-000 Chaparral 6' x 16' Panel



**Chaparral 28"
Alley Control
Frame**
3343-028-000

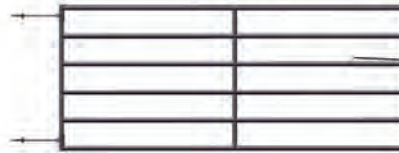


**Chaparral 28"
Alley Control
Gate**
3343-128-000



Chaparral Gate Panels

- 3345-608-000
Chaparral 8' Gate Panel (G4)
- 3345-610-000
Chaparral 10' Gate Panel (G4)
- 3345-612-000
Chaparral 12' Gate Panel (G4)



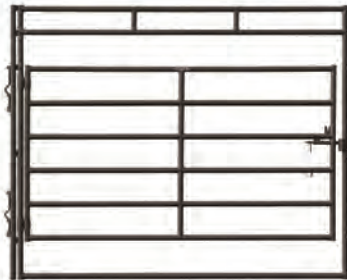
Chaparral Corral Gates

- 3346-506-000 Chaparral 6' Corral Gate
- 3346-508-000 Chaparral 8' Corral Gate
- 3346-510-000 Chaparral 10' Corral Gate
- 3346-512-000 Chaparral 12' Corral Gate
- 3346-514-000 Chaparral 14' Corral Gate
- 3346-516-000 Chaparral 16' Corral Gate



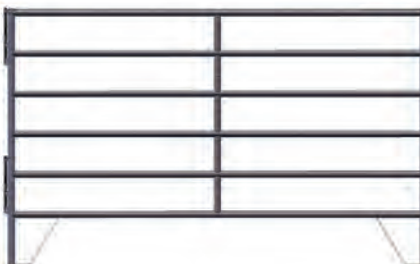
Chaparral Gate-in-Frame

- 3342-036-000 Chaparral 3' Gate-in-Frame
- 3342-048-000 Chaparral 4' Gate-in-Frame
- 3342-060-000 Chaparral 5' Gate-in-Frame
- 3342-072-000 Chaparral 6' Gate-in-Frame



Chaparral High Pole Gates

- 3344-608-078 Chaparral 8' High Pole Gate 7'8"
- 3344-608-096 Chaparral 8' High Pole Gate 9'6"
- 3344-610-078 Chaparral 10' High Pole Gate 7'8"
- 3344-610-096 Chaparral 10' High Pole Gate 9'6"
- 3344-612-078 Chaparral 12' High Pole Gate 7'8"
- 3344-612-096 Chaparral 12' High Pole Gate 9'6"

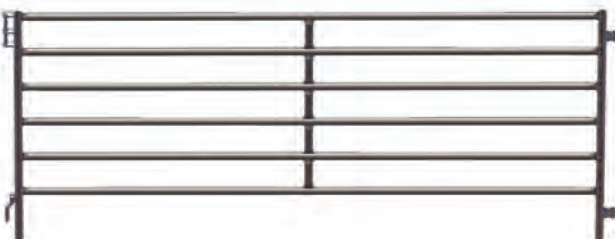


Chaparral Panels with J-Legs

- 3341-602-400 Chaparral 6' x 2'4" Panel w/J-Leg
- 3341-604-000 Chaparral 6' x 4' Panel w/J-Leg
- 3341-606-000 Chaparral 6' x 6' Panel w/J-Leg
- 3341-608-000 Chaparral 6' x 8' Panel w/J-Leg
- 3341-610-000 Chaparral 6' x 10' Panel w/J-Leg
- 3341-612-000 Chaparral 6' x 12' Panel w/J-Leg
- 3341-614-000 Chaparral 6' x 14' Panel w/J-Leg
- 3341-616-000 Chaparral 6' x 16' Panel w/J-Leg

Chaparral Starter Post

3341-000-000



Lariat Panels

Lariat Panels are pasture panels designed for portability and ease of handling. Fabricated of 16 gauge 1.5' tubing and 5' tall.

- 3361-510-000
Lariat 10' Panel

*Spring-Activated Gate
Latches provide years
of trouble free service.*



PANELS & GATES

Riata Series

The RIATA series of gates and panels are designed specifically for the equine industry, but also make a great utility pen for cattle. All components are fabricated of 16 gauge 1.66 tubing 5'4" tall.



Riata Panels

- 3381-508-000 Riata 8' Panel
- 3381-510-000 Riata 10' Panel
- 3381-512-000 Riata 12' Panel



Riata 6' Round Pen Gate

3382-072-000



Express Panel Transport

With the new Express Panel Transport, you'll want to move panels every day of the week! Crafted of high-tensile steel with a powder coat finish, the Express Panel Transport features a chain and boom latch system to prevent panel damage and ensure personal safety. Pre-configured to hold the package of your choice, removable panel racks allow for easy transportation of up to 30 panels. Whether you need to haul panels across a pasture, down county roads or up the highway, you'll find a package to fit your needs.



Pro Package

Part #	Description	Qty
8329-200-000	Clip/Clip Adapter	2
3341-610-000	Chaparral 6x10 Panel	24
3342-072-000	Chaparral 6x6 GIF	1
3343-028-000	Chaparral 28" ACG	1
3343-128-000	Chaparral 28" ACF	1
3344-610-078	Chaparral 6x10 HPG 7'8"	1
2343-000-000	Express Panel Transport	1

Chaparral Package

Part #	Description	QTY
3341-610-000	Chaparral 6x10 Panel	27
3345-610-000	Chaparral 6x10 G4	1
3332-310-300	Triple Socket	2
2343-000-000	Express Panel Transport	1

Riata Package

Part #	Description	QTY
3381-510-000	Riata 5x10 Panel	28
3382-072-000	Riata 72" GIF	2
3332-310-300	Triple Socket	2
2343-000-000	Express Panel Transport	1





WEIGHING SYSTEMS



At W-W Paul Scales we can help you meet your livestock weighing needs, whether on the ranch, in the feedlot or show barn. Designed to make your job easier, innovative designs simplify the weighing process, providing you quick and accurate results. W-W Paul Scales are built from high quality materials and powder coated to provide a durable finish that is resistant to scratches, moisture, chemicals and extreme weather conditions.

HOG, SHEEP & GOAT SCALES

LARGE ANIMAL SCALES

GROUP SCALES

WEIGHT INDICATORS

WEIGH BEAMS



800-657-6062
www.paulscales.com





Hog, Sheep & Goat Scales



58SX HOG AND SHEEP CRATE SCALE 7311-002-000

- 500 Lb. Single Animal Livestock Scale
- Mechanical Beam w/1 Lb. Graduations

The Paul Scales Hog and Sheep Crate Scale has set the standard of performance for portable scales for many, many years. The New and Improved WW-Paul Model 58SX still retains all of the time proven Paul Scales features and now also includes the new Side Slide, Bi-Fold Gate design for faster and easier operation. Since there are no heavy gates to lift, the 58SX can be operated by almost anyone, including children. The Model 58SX is easily retrofitted with an Electronic Load Cell, Readout Indicator and Ticket or Tape Printer if desired. The simple but rugged design combined with heavy duty steel construction guarantees you an accurate and dependable scale that you can count on for many years to come.



70SX HOG AND SHEEP CRATE SCALE 7311-010-000

- 700 lb. Single Animal Livestock Scale
- Mechanical Beam w/1 Lb. Graduations

This Scale has all of the Paul Scale traits; Accuracy, Durability and Reliability. A new Side Slide, Bi-Fold Gate Design makes for simple and fast operation. Since there are no heavy gates to lift, the Model 70SX can be operated by almost anyone, including children. The all steel holding crate is equipped with a galvanized woven wire floor and steel cleats for longer life and easier cleaning. The Model 70SX is easily retrofitted with an Electronic Load Cell, Readout Indicator and a Ticket or Tape Printer if desired. It is designed for the professional or commercial pork producers who demand ruggedness in their equipment.



LFT-700S HOG AND SHEEP CRATE SCALE

- 700Lb. Cap. x 1Lb. Div. Single Animal Livestock Scale

This scale uses our field-tested and proven mechanical torque-bar suspension, combined with our state-of-the-art electronics package. The accuracy and dependability of this scale is unsurpassed in today's animal scale market. The new side slide gate design makes for simple and fast operation. The simple but rugged design combined with heavy duty steel construction guarantee you an accurate and dependable scale that you can count on for many years to come.



CUSTOMER SERVICE



INNOVATION

Large Animal Scales



240S SERIES SINGLE ANIMAL SCALE

- Available Models: 240S, 241S, and 242S (pictured)
- 2,400 Lb. Capacity
- 1 Lb. Beam Graduations
- 35"x95" Platform

The All New and Improved Model 240S Series Single Animal Scale features the new KEVLAR 2,400 lb. Capacity Torque Suspension Weighing Mechanism. The Model 240S Series is equipped with an aluminum weigh beam that reads in 1 lb. increments with disc multipliers for a full 2,400 lb. usable capacity. The Scale is easily retrofitted with an Electronic Load Cell, Readout Indicator and Printer if desired. The enclosed sheet steel beam stand gives added protection to the weigh beam assembly and doubles as a desk top for recording weights, identification and other information. The Squeeze Side Pen is adjustable in width for different sized animals and can actually cut weighing time in half. The 240 is equipped with platform locks to protect the weighing mechanism when not in use or during transit. It is easily moved and operated by one person.



300S SERIES SINGLE ANIMAL SCALE

- 3,000 lb. Capacity
- Beam Graduations; 5 lb. (standard) 1lb. (optional)
- 39"x99" Platform

The New and Improved WW-Paul Model 300S Series Single Animal Scale continues to be the real WORKHORSE among portable scales. It is designed for professional cattlemen, custom service users or commercial stockmen who demand ruggedness in their equipment. Many colleges and experiment stations use this model....many have ordered more than one. The Scale is easily retrofitted with an Electronic Load Cell, Readout Indicator and Printer if desired. The pen is complete with an adjustable width squeeze side which holds the animals firmly in place and speeds up the weighing process. The elaf spring axle assembly is equipped with a hand wench for raising and lowering, with new wheels and tires mounted on high speed hubs and bearings. If you have rough conditions, rough roads or rough cattle, the WW-Paul Model 300S Series will do the job.



LFT-3000S SINGLE ANIMAL SCALE

- 3,000 lb. Capacity x 1lb. Division Single Animal Scale
- Dimensions: Inside=39Wx120Lx70H, Outside=46Wx120Lx80H

This scale will provide the same outstanding accuracy and dependability year after year with which the WW-Paul Scale customers are familiar. The (1) one lb. graduation of this scale far exceeds any other livestock scale on the market. Whether for verifying or selling, you do not have to wait any longer to sell individual livestock by the pound from you location. This certified Legal-For-Trade scale will produce weigh tickets certified by the Federal Weights and Measurements Department. Due to the time and expense saved hauling you animals to a certified scale in your area, this scale pays for itself in no time at all.



SUPERIOR QUALITY



BUILT TO LAST



WEIGHING SYSTEMS

Group Scales

602S GROUP LIVESTOCK SCALE

- 5 Ft. x 10 Ft. Platform
- 6,000 Lb. Capacity
- 5 Lb. Beam Graduations

The Model 602S Scale will handle up to 8 or 10 calves, making quick work of weighing a group of animals at shipping time. The extra sturdy reinforced steel holding pen is equipped with full width swing open gates on each end which allows for fast entry and exit. The leaf spring equipped drop axle allows one person to position the scale for travel in one minute. Platform locks protect the weighing mechanism during travel. the KEVLAR Strap Torque Suspension System provides lasting accuracy with no special installation which allows you to take the scale to the animals instead of moving animals to the scale.



801S GROUP LIVESTOCK SCALE

- 8 Ft. x 10 Ft. Platform
- 10,000 Lb. Capacity
- Mechanical Beam w/5 lb. Graduations
- Optional Electronics Package w/1 lb. Graduations

The New WW-Paul Model 801S is designed for professional cattlemen, custom service users or commercial stockmen who demand ruggedness in their equipment. Its field tested and proven KEVLAR Torque Suspension provides accuracy and dependability which is unsurpassed in today's animal scale market. It is completely self contained and movable on any solid and level foundation. The extremely rugged pen consists of 4" sq. steel corner posts and bows with a steel floor. The scale is easily retrofitted with an Electronic Load Cell, Readout Indicator and Printer if desired. You can save time, hauling costs and shrinkage with the Model 801S.

Weight Indicators

LIVESTOCK MANAGEMENT SYSTEM

The WW-Paul Scales Model IQ+710 Indicator can display and store up to 800 animal weights and their respective ID numbers. The ID's can be keyed in on the indicator key pad or scanned in with an Electronic Identification (EID) system. This data can then be down-loaded from the IQ+710 to a desktop, lap-top or hand-held computer for analysis. There are a number of companies and systems that offer different types of software programs for livestock and show animal management.



IQ+390DC DIGITAL WEIGHT INDICATOR

Featuring DC operation, a huge one-inch, 6-digit LCD display, and a stainless steel NEMA 4X/IP66 enclosure, the IQ+390-DC Indicator delivers heavy duty performance at a reasonable price.



DIGI-STAR WEIGHING SYSTEM

Digi-Star scales have been exclusively designed for the rugged animal weighing environment. We have solutions to add Digi-Star scales to any W-W Livestock Squeeze Chute.





PRODUCER 640

SQUEEZE CHUTE

OVERVIEW

THE PRODUCER 640 CHUTE IS BUILT TO HANDLE THE MOST DEMANDING CONDITIONS SMOOTHLY AND QUICKLY. WITH STANDARD FEATURES SUCH AS A PALPATION CAGE AND A SIDE SQUEEZE PANEL, HANDLING CATTLE HAS NEVER BEEN MORE EFFICIENT. AND THE UNIQUE FLEX CUTTING GATE MEANS NO EXTRA OVERHEAD SPACE IS NEEDED.

HEAVY-DUTY MANUAL OR SELF-CATCH HEADGATE

BIFOLD TAILGATE

PALPATION CAGE

SIDE EXITS ON BOTH SIDES

RESTRAINING PIPE

RATCHET BAR SIDE SQUEEZE



800-999-1214
www.wmanufacturing.com





ROPING CHUTES



Rodeo Roping Chute 5310-000-000

- Meets or exceeds all professional association rules and specifications. (The actual roping chute used to write the specs).
- Combination steer and calf chute.
- Neck-rope windows to allow for easy access for barrier equipment and increased production speeds.
- Extra length (84 1/2" from barrier eyes to rear of chute) which allows room for "pusher" without leaving tailgate open.
- Trigger latch for fast, easy, quiet operation.
- Can be operated from ground or horseback.
- Built heavier and stronger than most brands on the market today.



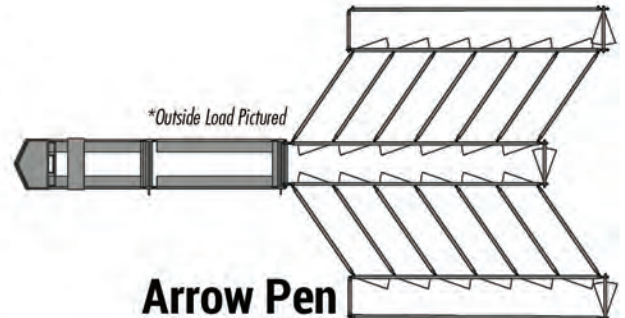
Mini Roping Chute 5310-000-050

- Scaled down to fit tie-down and breakaway roping animals.
- Tapered sheet metal bottom to prevent animals from turning around.



Team Roping Chute 5310-000-025

- 1 ft. shorter in length than rodeo model so no "pusher" is needed.
- The same heavy-duty construction as the Rodeo Roping Chute.



Arrow Pen 5313-012-000

- Keep the roping chute loaded with no break in the action.
- Eliminates the need for sorting.
- Available in Inside Load and Outside Load.*



Our Designing Staff works with professional cowboys on a daily basis in order to provide the Rodeo Industry with the most efficient equipment available.



800-999-1214
www.wvmanufacturing.com





BUCKING CHUTES



Bucking Chutes

5331-100-000

- America's #1 selling bucking chute.
- Super heavy duty, yet safer for animals and cowboys.
- All W-W bucking chutes come standard with rolling door safety pads.
- Rolling doors feature unbreakable Selectforce® plastic boards.
- Available with full 4' metal catwalk decking or 2' and 4' folding catwalk for portability.
- Powder coated gunmetal gray or your favorite custom color.



Mutton Bustin' Chutes

5335-200-000

Same design concept as the big boy bucking chutes, scaled down for our woolly friends.

- Come in sets of two.
- Gates on front & back to make loading much faster and easier.
- Easily moved by hand or can be made portable with removable wheel kit.
- Great crowd appeal and will definitely increase ticket sales!



800-999-1214

www.wmanufacturing.com



SEEDSTOCK 1100

SQUEEZE CHUTE

**Shown with self-catch headgate.*

OVERVIEW

HYDRAULICALLY ASSISTED MANUAL SQUEEZE CHUTE TO INCREASE OPERATOR SQUEEZE FORCE WITH LESS EFFORT.

EVERY POUND OF PRESSURE ON PUMP APPLIES NINE POUNDS OF PRESSURE ON THE ANIMAL.

SPRING-LOADED RELEASE, RESETS THE CHUTE FOR THE NEXT ANIMAL QUICKLY.

HEAVY DUTY HOTROLL FOOT FOR EXTENDED LIFE AND EASY CLEAN OUT.

INSIDE CHUTE DIMENSIONS OPERATE FROM 30" TO 12" WITH ABSOLUTELY NO HAND ADJUSTMENTS NECESSARY REGARDLESS OF THE ANIMAL'S SIZE.

PALPATION DOOR TRAVELS WITH SIDE SQUEEZE CREATING A FUNNEL TO ELIMINATE SMALL ANIMAL TURN-AROUND.

BRANDING DOORS SWING OUT AND ARE REMOVABLE.

LOWER ACCESS KICK PANEL SLIDES OFF FOR ACCESS TO UNDERSIDE OF THE ANIMAL.



800-999-1214
www.wwmanufacturing.com





SEEDSTOCK 1100

SQUEEZE CHUTE



Standard Equipment

- Heavy-duty manual headgate or self-catch headgate
- Rear drop gate or bi-fold gate
- Palpation cage latch follows squeeze sides
- Left and right side doors open for easy access
- Double side squeeze
- Equal vertical squeeze
- No forward or backward movement of squeeze
- Fiberglass butt bar
- Two removable restraining rails
- Removable breast bar
- Removable branding windows
- Removable lower kick panels
- Wheel assembly ready

Optional Equipment

- Portable Yoke trailer
- Digital Scale
- Blinders on branding windows

		Overall Dimensions	Inside Working Dimensions
SEEDSTOCK	Length:	159"	139"
	Width:	47"	30"
	Height:	92"	73"

*Shown with self-catch headgate.



800-999-1214
www.wwmanufacturing.com





SPECIALTY

HANDLING EQUIPMENT

At W-W Livestock Systems we know that one system does not fit all needs, this is why we have developed specialty livestock handling equipment. From handling horned cattle or that cranky fresh cow to loading or trimming, W-W Livestock Equipment has you covered. Rugged and dependable, each piece is professionally designed and built to meet your needs for years to come:

CALF TABLE

PORTABLE LOAD CHUTE

MATERNITY PEN

LONGHORN CHUTE

CROWD ALLEYS

TRIM STOCK CHUTE



800-999-1214
www.wmanufacturing.com





Calf Table

- WW Teco Calf Table is designed to work calves up to 600 pounds.
- Table features a headcatch and side squeeze bar for positive holding of animal.
- Designed with exceptional balance, resulting in easy tilting.
- A ratchet-driven dally rope on the rear gate draws the animal's legs back for easy access, resulting in time-saving, efficient working of any calves.

*WW Teco Calf Table- Left Hand Brand
2332-100-000*

*WW Teco Calf Table- Right Hand Brand
2332-200-000*



Portable Load Chute 2344-000-000

- WW Portable Load Chute loads ground level, 24", 36" and 48".
- Load chute length is 14', with the load ramp being 12', and less than 10' tall in transit.
- Panels on the side of load chute are sheeted 36" high.
- Includes non-skid Rumber floor and steel cleats every 18" to insure solid footing.
- Comes equipped with new 15" tires.
- All joints are saddle-cut for extra strength.
- Comes complete with a swing-out tongue.



CUSTOMER SERVICE



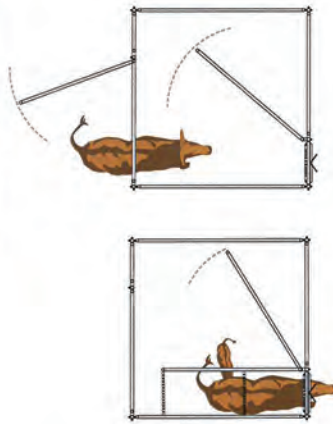
INNOVATION

SPECIALTY HANDLING EQUIPMENT



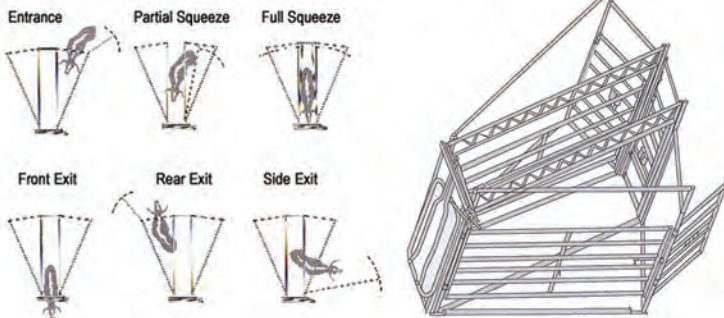
Maternity Pen 2331-040-000

- The WW Maternity Pen is a convenient 10' x 10' size.
- Can be easily setup and dismantled in any location.
- Features a headgate and 3 exterior gates for easy access and operator safety.
- A "Split" crowd gate permits newborn calves to nurse while the mother cow is restrained.



Longhorn Chute 2312-101-000

- The WW Longhorn Chute is 10' long and can be easily set up and dismantled.
- Scissor headgate opens to 29" x 66".
- Headgate features sheet metal covering to limit animal's vision.
- Features six exit options.
- Multiple width adjustments controlled by spring loaded plunger latches.



SUPERIOR QUALITY



BUILT TO LAST



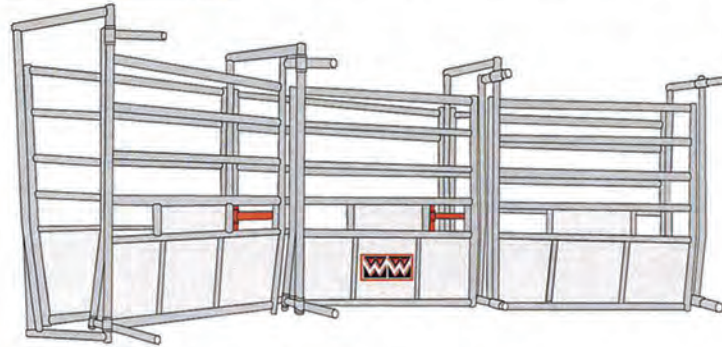
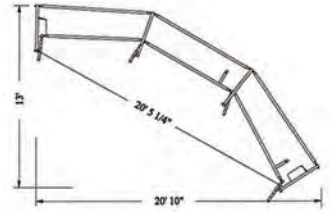
SPECIALTY HANDLING EQUIPMENT



Crowd Alleys 2352-000-200

- WW Crowd Alleys are available in 2 or 3 straight and/or curved sections.
- Tapered sides adjust from 12" to 24" at ground level, and from 20" to 34" at top.
- Curved alleys encourage natural forward movement of cattle.
- All units have connecting pins on ends to receive doors and/or WW Panels.

- 3-Section Curved 2351-200-000
- 2-Section Curved 2352-200-000
- 3-Section Straight 2353-200-000
- 2-Section Straight 2354-200-000

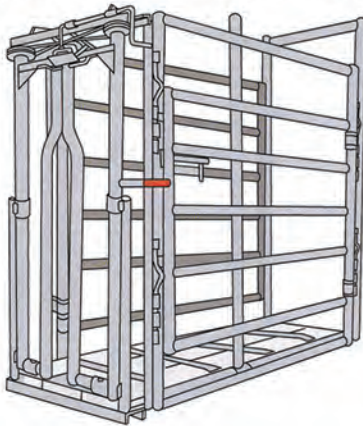


3 Section Curved Crowd Alley

Top Width Adjustment 18" to 33"
 Bottom Width Adjustment 11" to 24"

Trim Stock Chute 2313-011-000

- Available with either the Beefmaster Self Catch Headgate or WW Scissor Headgate.
- Both sidegates are secured with self contained spring loaded plunger latches.
- Removable side restraint pipes on both sides.
- Easy to setup and dismantle with self contained drop pins (no bolts required)
- Floor equipped with metal cleats to prevent slipping





SWEEP SYSTEMS

WW Sweep Tubs are 6' high with 6 horizontal perimeter rails. Sweep Gate features a spring-loaded latch which allows easy forward motion but prevents gate from coming back, avoiding possible injury to operator. Optional "V" Trap includes a 60" Gate-In-Frame which allows easy sorting or loadout of animals.

FULL SHEETED, HALF SHEETED & OPEN TUB OPTIONS

AVAILABLE WITH INLINE PRE-GALVANIZED FLOW COAT

SPRING LOADED LATCH GATE FOR EASY FORWARD MOTION

NOW AVAILABLE WITH LIGHT & DURABLE BULL SHEET



800-999-1214
www.wmanufacturing.com





Sweep Tubs



Full Sheeted Tub
210 1323-210-200
270 1323-270-200



Half Sheeted Tub
210 1323-210-100
270 1323-270-100



Open Tub
210 1323-210-000
270 1323-270-000

SWEEP TUB SPECIFICATIONS

Tubing	2" x 14 Gauge
Height	6'
Rail Spacing	9 1/2"
Sheet Metal	14 Gauge
Sweep Tub Radius	10'

Sweep Systems



The New generation 210 Sweep System has a 120 degree sweep tub and has the... and lightweight Bull Sheet. With many options available, this system can be de... or noisy chains to distract livestock and the flexibility to move or add on to. Fe... swinging back, avoiding possible injury to operator. Constructed from 2 inch T...

210 Sweep System with Full Sheeted Tub/H...
210 Sweep System with Half Sheeted Tub/H...
210 Sweep System Open Tub/Alley 1321-210...



The New Generation 270 Sweep System has all the same features as the 210... Eliminator Gate, for peak efficiency, and the "V" trap with a 60" Gate-in-frame... work out of working cattle.

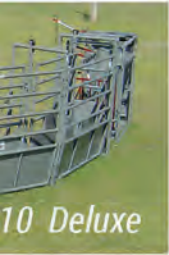
270 Sweep System with Full Sheeted Tub/H...
210 Sweep System with Half Sheeted Tub/H...
210 Sweep System Open Tub/Alley 1321-270...



CUSTOMER SERVICE



INNOVATION



210 Deluxe

New Generation **210** Sweep System

The features stockman prefer. Available open, half sheet, full sheet or with the all new tough designed to fit your needs. Panels easily and quickly pin together which means no swinging featuring a spring-loaded latch to allow for easy forward swing, but prevents the gate from 4 ga. tubing, the sweep is 6' tall with 6 horizontal rails, this system is built to last.

- Half Sheeted Alley 1321-210-200
- Half Sheeted Alley 1321-210-100
- 0-000

Available in Right or Left

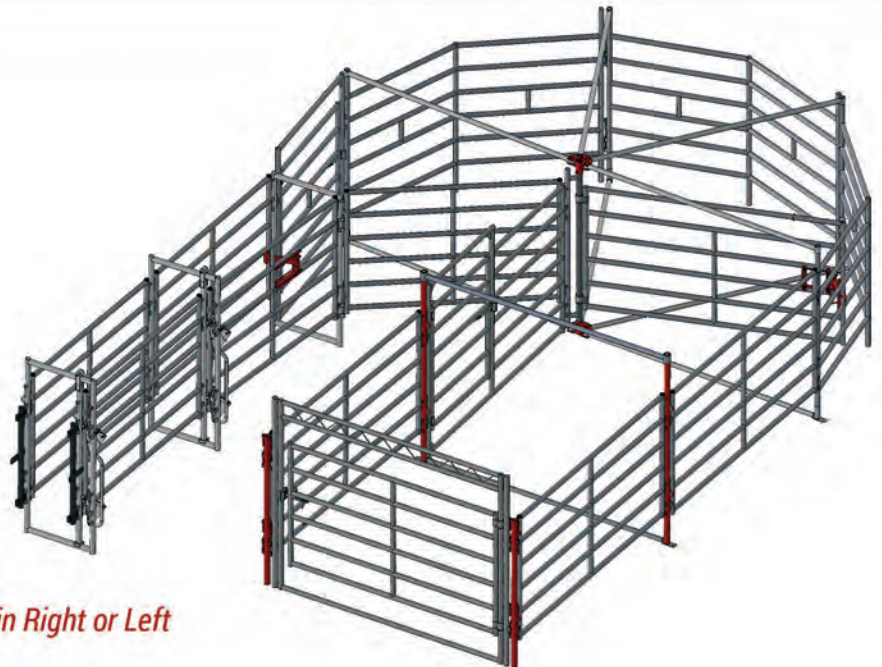


New Generation **270** Sweep System

Sweep System, but with a 180 degree tub. Add optional features like the e for easy sorting or loadout to either system. WW Sweep Systems take the

- Half Sheeted Alley 1321-270-200
- Half Sheeted Alley 1321-270-100
- 0-000

Available in Right or Left



SUPERIOR QUALITY



BUILT TO LAST

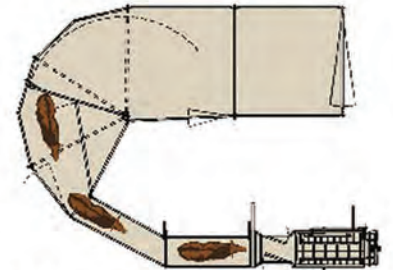


SWEEP SYSTEMS

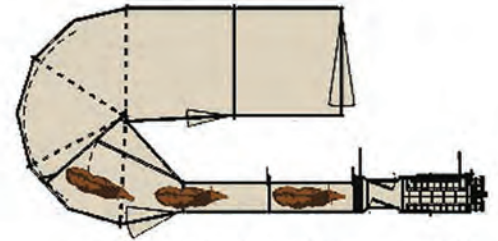
New Generation Eliminator Gate



The Optional "Eliminator" Gate is available on all Sweep Tubs. The "Eliminator" Gate brings peak efficiency to your livestock operation by eliminating all corners, guaranteeing no-hassle movement of cattle and insuring maximum operator safety and minimizing stress to all livestock.



210 Sweep System with Eliminator Gate



270 Sweep System with Eliminator Gate

- 210 Full Sheeted Sweep System w/Eliminator Gate 1321-211-200**
- 210 Half Sheeted Sweep System w/Eliminator Gate 1321-211-100**
- 210 Open Sweep System w/Eliminator Gate 1321-211-000**
- 270 Full Sheeted Sweep System w/Eliminator Gate 1321-271-200**
- 270 Half Sheeted Sweep System w/Eliminator Gate 1321-271-100**
- 270 Open Sweep System w/Eliminator Gate 1321-271-000**



Available with Bull Sheet

Even in the best designed facility cattle may become distracted by things moving outside the pen. Adding the bull sheet to WW panels sweep tubs and alleys will help keep cattle flowing calmly and quietly by reducing distractions. The Bull Sheet keeps animals safe by eliminating sharp edges and keeps legs inside fencing to reduce stress and promote forward movement.





W-W Manufacturing
8832 Hwy 54
THOMAS, OK. 73669
Phone: (800) 999-1214 Fax: (580) 661-3722



PRODUCT WARRANTY

5-Year Limited Warranty (BoarBuster Products have a 1-Year Limited Warranty)

W-W Manufacturing Co., Inc. ("W-W") warrants all products manufactured by W-W will be free from defects in materials and workmanship. W-W's obligations under this warranty are limited to repairing or replacing, at W-W's option, any components, parts or product found by W-W to be defective as follows: (i) all coatings applied to products manufactured by W-W (such as paint, powder coating, pre-galvanized and hot dip galvanized) are subject to and covered by the original coating manufacturer's warranty; (ii) all BoarBuster components, parts or products will be warranted for one (1) year from the date of shipment from W-W's manufacturing facilities; and (iii) all other components, parts or products will be warranted for five (5) years from the date of shipment from W-W's manufacturing facilities. This limited warranty does not apply to sales of used components, parts or products; nor does it apply to any components, parts, products or attachments that were not manufactured by W-W, as those will be covered by the original manufacturer's warranty, if any. Any modification or alteration (such as cutting, welding, drilling, etc.) of a W-W manufactured product without the advance written permission of W-W will automatically void this limited warranty. When alterations are made, or components, parts, products or attachments are installed, W-W shall not be responsible for such alteration or installation, or for the operation of the product, even if such alteration or installation was done with W-W's permission. Repair or replacement of a component or part under this limited warranty does not extend the warranty period which will continue to be based on the date of shipment of the originally completed product. This warranty does not cover normal wear and tear, lack of care or maintenance, or defects resulting from any use of a product other than for its intended purpose. W-W does not warrant that the product, or any part thereof, will meet local, state, municipal, or national laws or regulations. To obtain service under this limited warranty contact W-W at the 800 number listed above.

EXCLUSION OF OTHER WARRANTIES AND REMEDIES. Except where such disclaimers and exclusions are specifically prohibited by applicable law, the foregoing limited warranty is the only guarantee or warranty applicable to this transaction, and such limited warranty is given expressly and in lieu of all other warranties, express or implied, including, but not limited to, any warranty of merchantability and/or fitness for a particular purpose. Any implied warranties which exceed or differ from the limited warranty set forth above are expressly disclaimed by W-W. You, as purchaser, agree that oral statements and/or any statements contained on W-W's website and in W-W's general advertising, pamphlets, brochures or other printed materials do not constitute warranties, and that any orders you place were not placed in reliance upon them. You further agree that except where such limitations and exclusions are specifically prohibited by applicable law, **YOUR SOLE AND EXCLUSIVE REMEDY AGAINST W-W SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, AT W-W'S OPTION, AS PROVIDED ABOVE,** and that no other remedy shall be available. This exclusive remedy shall not be deemed to have failed of its essential purpose as long as W-W is willing and able to repair or replace defective parts in the prescribed manner. Under no circumstances will you be entitled to receive any incidental or consequential damages. The limited warranty set out above is subject to change by W-W at any time, in its sole discretion; provided, however, that the limited warranty in effect on the date a product is shipped from W-W's manufacturing facility shall govern any warranty claims related to such product filed after such change. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.