# **TIPS VENDOR AGREEMENT**

Between Midas Event Supply and (Company Name)

(Company Name)

# THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for TIPS RFP 220303 Furniture, Furnishings and Services

#### **General Information**

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

# **Terms and Conditions**

#### **Freight**

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

#### **Warranty Conditions**

All new supplies equipment and services shall include <u>manufacturer's minimum standard warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

#### **Customer Support**

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

#### **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

#### Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

#### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

#### **Disclosures**

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at
  independently, and is submitted 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.

#### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately five years with an option for renewal for an additional one consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available

extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer some or all of the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "Start Date" is the last day of the month that "Award Notifications" are anticipated as published in the Solicitation.

**Example:** In this example, if the anticipated "Award Date" published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial "five-year" term, (which is subject to an extension(s)) will still be May 31, 2027 for purposes of this example.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the original solicitation's anticipated "Award Date" plus five years.

**Example:** In this example, if the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original five-year term shall be May 31, 2027 for purposes of this example.

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires unless otherwise specified.

**Example Following the Previous Example:** *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2028* unless otherwise specified.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

# Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. 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. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

#### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

#### **Invoices**

Each invoice or pay request shall include the Vendor's TIPS Contract number, the TIPS Member's purchase

order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

#### **Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

#### **Pricing**

Price increases will be honored according to the terms of the solicitation and vendor proposal. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

#### Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller, or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

#### Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a 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. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months

from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

#### Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

#### State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

#### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

#### Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

#### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

#### Site Requirements (only when applicable to service or job)

**Cleanup**: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. 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, awarded Vendor agrees that no employee of 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. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded 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**

Awarded 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. Awarded 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 or policies.

#### Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

#### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

#### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

#### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if

not specifically identified herein.

#### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without 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 the pricing under this agreement, 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 Region 8 ESC or 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.

#### **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 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, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

#### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

#### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

#### Status of TIPS Members as Related to Vendors Contract Information

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

#### Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

#### **Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

#### **Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

#### **SECTION HEADERS OR TITLES**

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

#### STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas

Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg, TX,75686 And by an email sent to bids@tips-usa.com

#### **Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability
Automobile Liability
Workers' Compensation

Umbrella Liability

\$1,000,000 each Occurrence/ Aggregate \$300,000 Includes owned, hired & non-owned Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. \$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. 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.

# **Special Terms and Conditions**

- Orders: All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- Vendor Encouraging Members to bypass TIPS agreement: Encouraging TIPS Members to purchase
  directly from the Vendor or through another agreement, when the Member has requested using the
  TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the
  terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS

Program.

- Order Confirmation: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- Back Ordered Products: If product is not expected to ship within the time provided to the TIPS
  Member by the Vendor, the Member is to be notified within 3 business days and appropriate action
  taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 220303 Furniture, Furnishings and Services

# MIDAS EVENT SUPPLY

Company Name		
4495 E. WALL ST., UNIT 105		
Address		
ONTARIO	CA	91761
City909-390-5744	StateZip	
909-390-5744	909-390-5748	
PhoneF	<del>-</del> ax	
EW@MIDAS	SEVENTSUPPLY.COM	
Email of Authorized Representative ESTHER W		
ESTHER W	/ILLIAMS	
Name of Authorized Representative GENERAL MANAGER		
Title		
Signature of Authorized Representative	h	
05/06/2022 Date		
TIPS Authorized Representative Name	vid Fitts	
Title <u>Executive Director</u>		
TIPS Authorized Representative Signature	David Wayne Fitts	
TIPS Authorized Representative Signature	Fitta	
Date 5-19-2022		

# NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



# 220303 Midas Event Supply Supplier Response

## **Event Information**

Number: 220303

Title: Furniture, Furnishings and Services

Type: Request for Proposal

Issue Date: 3/3/2022

Deadline: 4/18/2022 03:00 PM (CT)

Notes: IF YOU ALREADY HOLD TIPS CONTRACT 200301 FURNITURE,

FURNISHINGS AND SERVICES ("200301") OR 210305

FURNITURE, FURNISHINGS AND SERVICES ("210305"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200301 OR 210305 AT THIS TIME. IF YOU HOLD 200301 OR 2103051, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200301 OR 210305 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 200301 OR 210305 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED WITH SOME LIMITATION, PRICING/DISCOUNTS OR OTHERWISE, THAT YOUR ENTITY

**SUBMITTED IN YOUR ORIGINAL 200301 OR 210305** 

PROPOSAL.

## **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

# **Midas Event Supply Information**

Contact: Esther Williams Address: 4495 E Wall Street

Unit 105

Ontario, CA 91761
Phone: (909) 390-5744
Fax: (909) 390-5748
Toll Free: (888) 250-3113

Email: ew@midaseventsupply.com Web Address: www.midaseventsupply.com

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

ESTHER WILLIAMS EW@MIDASEVENTSUPPLY.COM

Signature Email

Submitted at 3/13/2022 8:49:32 PM

# **Supplier Note**

TIPS team, Thank you for the opportunity and we appreciate your continued business. Sincerely, Esther Williams

# **Requested Attachments**

# Agreement Signature Form

200301\_Agreement\_Signature\_Form \_2022.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

#### **All Other Certificates**

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

#### **Pricing Form 2**

220303 Pricing form 1 Midas TIPS JMar 05 2022.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Reference Form Reference Form-3.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Page 3 of 29 pages Vendor: Midas Event Supply 220303

# Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

## **Proposed Goods and Services**

Midas-Brochure 2020 v2 design v8 web.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

#### D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

# **Vendor Agreement**

220303 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

# **Pricing Form 1**

220303\_Pricing\_form\_1\_Midas\_TIPS\_JMar\_05\_2022.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

# Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

# **Logo and Other Company Marks**

MidasLogo(FastSigns)Oct09.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

# **Certification of Corporate Offerer Form-**

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

# COMPLETE ONLY IF OFFERER IS A CORPORATION

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

#### Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

# **Confidentiality Claim Form**

220303 CONFIDENTIALITY CLAIM FORM.pdf copy.pdf

REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Current W-9 Tax Form W9-TIPS.pdf

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

#### **Bid Attributes**

4	V		NI.
1	Yes	-	NΩ

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

#### 2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

#### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

#### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

N/A

# 5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Midas Event Supply produces quality products that will help our customers build their business. Our product line includes; wood, resin and plastic/steel folding chairs; wood, resin, aluminum and steel stacking chairs; Upholstered stacking chairs and stools; wood and metal stacking bar stools; cushion/seat pad carrying bags; plywood, laminate and blow mold pedestal tables; Custom chair and table covers; plywood, laminate and blow mold conference, banquet, round and square folding tables; Caterer, Expo and Card folding tables; benches; chair, tables and carpet carts & racks; wood and aluminum market umbrellas; plate crates; linens; Stanchions, sign holders, coat racks/tree and much more. Custom manufacturing is also an important component of our service matrix to the convention, education, government, church, hospital and nursing home marketplace.

# **6** Primary Contact Name

**Primary Contact Name** 

**Esther Williams** 

# 7 | Primary Contact Title

**Primary Contact Title** 

General Manager

# 8 Primary Contact Email

**Primary Contact Email** 

ew@midaseventsupply.com

# 9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

9093905744

# 1 | Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

9093905748

# 1 Primary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

9095092425

# 1 Secondary Contact Name

Secondary Contact Name

Nick Williams

# 1 Secondary Contact Title

Secondary Contact Title

Product Development, Quality & Inventory Control Manager

# 1 Secondary Contact Email

Secondary Contact Email

nw@midaseventsupply.com

# 1 Secondary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

9093583954

# 1 Secondary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

# **1** Secondary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

#### Admin Fee Contact Name

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

**Esther Williams** 

# Admin Fee Contact Email Admin Fee Contact Email ew@midaseventsupply.com **Admin Fee Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9093905744 **Purchase Order Contact Name** Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. **Esther Williams Purchase Order Contact Email** Purchase Order Contact Email sales@midaseventsupply.com **Purchase Order Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9093905744 **Company Website** Company Website (Format - www.company.com) www.midaseventsupply.com **Entity D/B/A's and Assumed Names** 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 responded to this solicitation unless you organize otherwise with TIPS after award. No response **Primary Address Primary Address** 4495 E Wall Street, Unit #105 **Primary Address City** Primary Address City Ontario **Primary Address State** Primary Address State (2 Digit Abbreviation) CA

**Primary Address Zip**Primary Address Zip

91761

## 3 | Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Midas Event Supply, midas, wood chair, resin chair, plastic/steel folding chair, wood stacking chair, resin stacking chair, aluminum stacking chair, steel stacking chair, Upholstered stacking chairs, upholstered stool, wood stacking bar stool, metal stacking bar stools, carrying bag, plywood pedestal table, laminate pedestal table, blow mold pedestal table, pedestal tables, Custom chair, custom table, custom table covers, chair cover, plywood table, laminate table, blow mold table, conference table, banquet table, banquet chair, blow mold chair, round table, square folding tables, serpentine table, half round table, Caterer table, Expo table, Card folding table, bench, chair cart, chair rack, table cart, table rack, carpet cart, carpet rack, wood market umbrellas, aluminum market umbrellas, plate crates, charger crate, dinner crate, linen, Stanchions, sign holders, coat racks, coat tree, Custom manufacturing. convention, education, government, church, hospital and nursing home

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

## 3 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

# Company Residence (City)

Vendor's principal place of business is in the city of?

Ontario

# 3 Company Residence (State)

Vendor's principal place of business is in the state of?

California

# 3 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS <u>MINIMUM</u> DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the *MINIMUM* percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

1%

#### MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

## Yes - No

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

YES

# 3 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

Page 9 of 29 pages Vendor: Midas Event Supply 220303

3	Yes	-	N

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

# TIPS Administration Fee Paid by Vendor - Not Charged to Customer

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

# 4 Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

# Years in Business as Proposing Company

Years in business as proposing company?

19

# Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

# Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

#### NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or 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 submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself 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.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

# 4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited thereinyou are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

# Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

# 4 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

# Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

# Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company 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.

Page 12 of 29 pages Vendor: Midas Event Supply 220303

# Suspension or Debarment Instructions

Instructions for Certification:

- 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.

# **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

# 53

#### Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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 USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

# 5

## **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### 5 5

#### 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 reserves 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?

Yes

5

# 2 CFR PART 200 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 reserves 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 reserves 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?

Yes

5

#### 2 CFR PART 200 Clean Air Act

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 requires 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

# 2 CFR PART 200 Byrd Anti-Lobbying Amendment

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 requires 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 to the terms included or referenced herein.

Does vendor agree?

Yes

#### 2 CFR PART 200 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 \$250,000)

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 that it is in compliance with the Clean Air Act?

Yes

#### 2 CFR PART 200 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 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; 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 the Solid Waste Disposal Act as described above?

Yes

6	2 CFR	<b>PART</b>	200	Rights	to	Inventions
4				_		

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 agree?

Yes	
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# 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this 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 stag 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.

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 agree?

No

# 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase 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" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), 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).

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 agree?

6	2 CFR PART 200	) 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 Agree?

# FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **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 for the purposes of making audits, examinations, excerpts, and transcriptions. The 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.

# 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 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 agree?

Yes
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# 6 Certification Regarding Lobbying

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 section 1352, Title 31, U.S. Code. 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.

I HAVE NOT Lobbied per above

# If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

# Subcontracting with 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 NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

# ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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.

No response

#### Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

✓ Yes, I Agree (Yes)

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# 7 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

# Remedies Explanation of No Answer

No response

3

## **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

# Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

# 7 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

# 7 Infringement(s) Explanation of No Answer

No response

# 7 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

✓ Yes, I Agree (Yes)

# **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or 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 laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all 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.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

✓ Yes, I Agree (Yes)

# Insurance and Fingerprint Requirements Information

#### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

## **Fingerprint**

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

# 8

# Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: 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.

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.

I certify that:

**NONE (Section A)** of the employees of Contractor 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 Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

# <u>OR</u>

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

oncompliance (						

None

# Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

# Texas Government Code 2270 & 2271 Verification Form

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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 Israelicontrolled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

# Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .ipeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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8	Solicitation	<b>Deviation/Compliance</b>
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Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8

# **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8 A

# **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

8

# **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8

# **Felony Conviction Notice**

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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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 you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

# If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

- 1. Name of Felon(s)
- 2. The named person's role in the firm, and
- 3. Details of Conviction(s).

No response

# 9 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

# 9 Member Access to Vendor Proposal

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's 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 by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

# 9 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

# Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

# Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not

longer than "month to month" and at the TIPS contracted rate.

Agreed

# Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents <u>OR</u> by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

Agreed

# 9 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreed

# **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

# Upload of Current W-9 Required

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

# CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, 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't Code § 809.001(1).

Page 28 of 29 pages Vendor: Midas Event Supply 220303

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# CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, 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 contract, "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. See Tex. Gov't Code § 2274.001(3) of SB 19. "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." See Tex. Gov't Code § 2274.001(3) of SB 19.

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# CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company 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 contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company 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.

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# Acknowledgement

By submitting this proposal, Vendor 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 found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

# REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Houston First - George Brown			
Convention Centre	Luther Villagomez	<u>luther.villagomez@houstonfirst.com</u>	713-853-8036
Birmingham Jefferson Convention			
Complex	Sharon Proctor	Sharon.Proctor@bjcc.org	205-458-8499
Harvard-Westlake School	Dave Mintz	dmintz@hw.com	818-487-6500
Miami Dade College	Ivonne Escobar	iescobar@mdc.edu	305-237-7234

# CERTIFICATION BY CORPORATE OFFERER

DATE

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER:	Midas Event Supply			
	(Name of Corporation)	10		
Esther Williams  I, (Name of Corporate S	ecretary)ce	rtify that I am the	Secretary of the C	Corporation
named as OFFERER h	nerein above; that			
Esther Wil	lliams			
(Name of person who co	ompleted proposal document)			
who signed the foregoing acting as	g proposal on behalf of the corp	ooration offerer is	he authorized per	rson that is
(Title/Position of person	signing proposal/offer docum	ent within the corn	oration)	
of the said Corporation;	that said proposal/offer was dug body, and is within the scope	ıly signed for and i	n behalf of said co	orporation by
CORPORATE SEAL	if available			
1	Tu .			
SIGNATURE				
March 13, 202	2			

TIPS RFP # 220303	
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# **Required Confidential Information Status Form**

wiidas Everit Supply				
Name of company Esther Williams, General Manager				
Printed Name and Title of Authorized	Company Officer declaring	below the o	confidential s	tatus of material
4495 E. Wall St., Unit 105	Ontario	CA	91761	909-390-5744
Address	City	State	ZIP	Phone
ALL VENDOI	RS MUST COMPLETE THE AE	BOVE SECTION	<u>ON</u>	
CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE (ESC8) IS GOV	TO COMPETITIVE PROCUREMENT REC FERNED BY TEXAS GOVERNMENT COD	-		CENTER REGION 8 AND TIPS
you consider any portion of your proposal to be confider ou must attach a copy of all claimed confidential mater				
e combined, confidential documents with your proposal				
ill be the sole indicator of which material in your proposa				
receives a request, any responsive documentation not d infidential by you in this manner, ESC8 and TIPS will follo			-	
r any release of information required by law, including A	· · · · · · · · · · · · · · · · · · ·			
Vendor designation of certain documentation as confi		_		
insent to the disclosure of Vendor's comprehensive proportion	= '			
endor agrees that TIPS shall not be responsible or liable for	or any use or distribution of informa	tion or docume	ntation by TIPS N	lembers or any other party.
ALL VENDORS MUS	T COMPLETE ONE OF THE T	WO OPTIOI	NS BELOW	
OPTION 1:				
I DO CLAIM parts of my proposal to be con	fidential and <u>DO NOT</u> desire	to expressly	waive a claim	n of confidentiality of
all information contained within our response				
classify and deem confidential under Texas		er law(s) an	d I invoke m	y statutory rights to
confidential treatment of the enclosed material IF CLAIMING PARTS OF YOUR PROPOSAL CO		ACH THE SH	FETS TO THIS	FORM AND LIST THE
NUMBER OT TOTAL PAGES THAT ARE CONFID	•	ACIT THE SH	LLIS TO TITIS	TORWAND LIST THE
87	DAGES OF CLAUATE COM	515 51 T.A.	********	
ATTACHED ARE COPIES OF	PAGES OF CLAIMED CON			
WHEN A PUBLIC INFORMATION REQUEST IS N		TIO THE TEX	AJATIONNET	GENERALII REQUESTED
Signature		Mar	ch 13, 2022	) -
Signature		Date		
	<mark>OR</mark>			
	Oll			
OPTION 2:    DO NOT CLAIM   any of my proposal to be col	nfidential, complete the secti	on helow.		
Express Waiver: I desire to expressly waive a	•		II information	contained within our
response to the competitive procurement procures this sheet with our response to Education Serv	cess (e.g. RFP, CSP, Bid, RFQ, e			
Signature		Date		

# **Midas Event Supply**

# **Customer Terms & Conditions**

All prices and products are subject to change with no prior notice.

All pricing, unless noted otherwise, is in US dollars.

California Sales Tax are levied where required by law. Any claim to exemptions from the application of CA sales tax requires the execution of a California Resale Certificate stipulating a valid seller's permit number and intent to resell the goods purchased.

Product Warranties			
Product Type	Surface	Frame	Parts / Labor
"Classic" Wood Folding Chair	Paint - One (1) month	Three (3) Years	
"Revolution" Resin Non-Wood Folding Chair		Three (3) Years	
"Champ" Plastic / Steel Folding Chairs		Two (2) Years	
"Legacy" Wood Chiavari Ballroom Stack Chair	Paint - One (1) month	Three (3) Years	
"Reliant/Elite" Plywood Banquet Tables			Three (3) Years

No other warranties, expressed or implied. Warranties cover normal use. Warranty applies from date of receipt and does not cover damage caused by misuse, improper handling, accidents, abuse, failure to properly maintain the product and normal wear and tear.

# Stock Orders

Upon receipt of a customer's purchase order or other written notification, MES will, subject to credit approval, consider this a binding contract. Order cancellations or material changes are accepted only at the sole discretion of MES. Orders prepared for shipment or orders already shipped will incur restocking charges of 35% plus any applicable freight charges.

# **Custom Orders**

Upon receipt of a customer's purchase order or other written notification, MES will, subject to credit approval, consider this a binding contract. Orders must be accompanied by a non refundable deposit of at least 70% of the purchase order amount. As production runs for custom products may not meet exact quantities ordered, MES and customer will consider 10% over or under as an acceptable and the customer will be billed accordingly.

# **Credit Policy**

On initial orders and until normal credit arrangements can be established, customers may be required to post up to a 50% deposit with their purchase orders. Upon credit approval, MES will bill customers on a Net 30 basis. We are able to maintain lowest industry pricing by ensuring that our factories are paid on time, every time. Accordingly, failure to observe our payment terms will result in a cancellation of credit privileges and all future orders will require full prepayment prior to acceptance of purchase orders. Company checks preferred.

# Carrier Release

Acceptance of shipments by the Customer's named carrier constitutes an acknowledgement that the order was delivered in good and acceptable condition and releases MES from any further responsibility for safe delivery to your premises.

# **Return Policy**

Prior to attempting to return ANY orders, full or partial, to MES, you must call MES at 888 250 3113 ext 30 or email MES at returns@midaseventsupply.com. Your message should include the following; your original P.O., the merchandise being returned and the reason you wish to return it. MES will issue an RMA (Return Merchandise Authorization) number & advise you what warehouse location the good(s) should be shipped to. Under no circumstances will MES accept a return and credit your account unless the shipment is accompanied by an RMA. Returned goods are shipped prepaid, we will not accept collect shipments. We accept only returns of stock orders subject to a restocking charge of 25% for goods returned unopened and in their original packaging.

# **Damage & Loss Claim Procedure**

- 1. Upon receipt of your goods, check for signs of rough handling ie. rips and/or tears in the packaging. Note these on the delivery bill the carrier will ask you to sign.
  Also check to ensure you are signing for the correct number of pieces. Failure to note damage or shortages on delivery will generally invalidate subsequent claims filed with your carrier.
- 2. Open your shipments immediately. If there is concealed damage or missing parts/products, contact MES (888 250 3113 ext 30 or email at service@midaseventsupply.com) within 36 hours of receipt and provide the following details; P.O.#, date shipment was received, carrier and details of the damage/missing parts or products. If we cannot fix the problem to your satisfaction, we will ask you to file a claim which should be filed within 72 hours. Failure to file within the allotted time period may result in a denial of claim.

# MIDAS EVENT SUPPLY PARTY & EVENT EDITION

+ Custom Manufacturing

# Product SOLUTIONS Build your BUSINESS







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# **Product Solutions That Build Your Business**







# **WOOD FOLDING CHAIRS**

# The Classic Series

The CLASSIC style wood folding chair is the proven standard in the rental industry. The sturdy hardwood frame construction is engineered for heavy special event applications.

### **Product Features:**

- FTOULCE FEATURES:

  Hardwoof Frame is a proven performer

  Joints are nailed and glued for added product life

  High Gloss, super durable polyester paint or stain/poly finish for even coverage and reduced maintenance

  Special metal support bracket for additional weight capacity and strength

# **Product Details:**

- 4 pcs per carton
   Dimensions 30.5" x 18" x 15.38" (Top of chair to floor x Top of seat to floor x Width of seat)
   Weight 975 lbs ea.
   Seat pad dimensions 14.38" x 12.75" x 0.25"

- Shipping Details:
  Carton dimensions 36° x 19° x 10°
  Carton weight 42 lbs
  Shipping class 92.5
  Pallet quantity 27 ctns 54° x 37" x 87"
  FCL quantity 2860 floor loaded
- Item no. Description



111001	White wood (paint) with a white vinyl seat pad
111002	Black wood (paint) with a black vinyl seat pad
111003	Natural wood (stain) with a white vinyl seat pad
111004	Natural wood (stain) with a tan vinyl seat pad
111007	Mahogany wood (paint) with a black vinyl seat pad
111008	Fruitwood (stain) with a tan vinyl seat pad
111085	Fruitwood (stain) with a chocolate brown vinyl seat pad
Custom	Custom colors available on special request
Parts & Acc	cessories
111101	Dealers and the second of the CLASSIC and the

Custom	Custom colors available on special request
Parts & Access	sories
111101	Replacement white seat pad for CLASSIC series
111102	Replacement black seat pad for CLASSIC series
111104	Replacement tan seat pad for CLASSIC series
111108	Replacement chocolate brown seat pad for CLASSIC series
112201	Chair Saver Bag for CLASSIC series
112601	Plastic side caps for CLASSIC folding chair
143120	Custom Logo Chair Cover Back for resin/wood folding chair
Custom	Custom Logo Chair seat pad for wood folding chair
131901	Standard Chair Cart (4" wheels) for wood folding chairs
Con Dogge 14 10	20 for more accessories

# **Wood Color Choices:**





# MIDAS







# **RESIN FOLDING CHAIRS**

### The Revolution Series

The design and look are CLASSIC but the materials are not. Designed for a classic look and rugged use; this low-maintenance chair is a product you will depend on for inside and outside applications.

# **Product Features:**

- UV stabilized resin surface will not yellow over time. Independent lab tested

  lideal for any occasion and excels in the outdoors

  100% polyproplene with high lister finish that looks great today and will look great for many years to come

  No paint means less maintenance

- No paint means less maintenance
  Steel seat bar and lock tight design that ensures customer safety and stability
  Efficient nesting design stacks compactly for easy transportation and storage (carts available)
  Engineered for heavy special event applications
  Static load rested at 1100 lis
  Seat pad is replaceable with ventilation slots on the underside to help keep moisture out

### **Product Details:**

- 4 opcs (adult), 5 pcs (children) per carton Dimensions 30,75° x 18,38° x 15,13° (adult), 20,5° x 12,25° x 11,75° (children) (Top of chair to floor x Top of seat to floor x Width of seat)
- Weight 10.5 lbs ea. (adult), 3.5 lbs ea. (children)
  Seat pad 13" x 12.5" x 0.5"

- Shipping Details:

   Carton dimension 36" x 18" x 10"

   Carton weight 45 lbs (adult), 19.5 lbs (kids)

   Shipping class Shipping class 92-100

   Pallet quantity 27 ctns 34" x 37" x 87"

   FCL quantity 2912 floor loaded

Item no.	Description
143001	Resin White Folding Chair
143002	Resin Black Folding Chair
143003	Resin White Children's Folding Chair
143007	Resin Mahogany Folding Chair
143010	Resin White Folding Chair with slatted back and seat
Custom	Custom colors on special request
Parts & Accessories	
143101	Replacement Seat Pad (White) for Resin Folding Chair
	0.1

Parts & Accessories		
143101	Replacement Seat Pad (White) for Resin Folding Chair	
143102	Replacement Seat Pad (Black) for Resin Folding Chair	
111115	Custom Logo Chair Seat Pad for resin folding chair	
143120	Custom Logo Chair Cover Back for resin/wood folding chair	
143201	Cleaning Solution for resin folding Chair	
131801	Stacked Chair Saver bag for Resin Chairs	
131901	Standard Chair Cart for easy storage & transportation of resin chairs	
131902	Heavy Duty Chair Cart with 5" wheels	
281000	Rack Stack N' Go series - Chair Cart	
280326	RACK STACK N' GO - Chair Cart Cover	









# **Product Solutions That Build Your Business**

# **PLASTIC/STEEL FOLDING CHAIRS** The Champ Series

You are likely to call it dependable, versatile and built like a tank - We call it the CHAMP.

This chair has what it takes to be the cornerstone of your inventory. It is built to last with maintenance free rivets and foot caps that stay put.

Available in the colors you need and priced for a quick ROI.

Concerned about durability and safety? We are too - that's why we test every production run on the factory floor using U.S. ANSI BIFMA standard guidelines. (more information available on request)

### **Product Features:**

- PTOQUECT Features:

  1/4" tubular steel design is powder-coated to reduce rusting

  1-8ent leg design for comfortable dining helight seating

  6. Galvanized rives will hold tight year after year fron tightening required)

  1.00% virgin plastic (no reground materials) seat & back

  Efficient nesting design stacks compactly for reduced storage requirement and will
  interstack with most other brands

# **Product Details:**

- \*\*B pcs per carton (CHAMP), 8 pcs per carton (FANBACK)

  \*\*Dimensions 31.75" x 17.62" x 15.62" (CHAMP), 35" x 17.5" x 15.75" (FANBACK)

  \*\*Weight 7.45 lbs ea. (CHAMP) 7.5 lbs ea. (FANBACK)

- Shipping Details:

   Carton is 41" x 11" x 19" (CHAMP), 44" x 12" x 19" (FANBACK)

   Carton weight 63 lbs (CHAMP) 65 lbs (FANBACK)

   Shipping Class 92 (CHAMP & FANBACK)

   Shipping Class 92 (CHAMP & FANBACK)

   Pallettzed quantity: 27 cm 60" x 14" x 93" (CHAMP), 22 cms 56" x 48" x 91" (FANBACK)

   FCL quantity 4860 floor loaded (CHAMP) 440 floor loaded (FANBACK)







# **Color Choices:**

Triple riveted for additional strength





# The Champ Series (continued)

<i>I</i>		
Item no.	Description	
131001	Wedding White seat & back on white frame	
131002	Black seat & back on black frame	
131003	Bright White seat & back on white frame	
131004	Burgundy seat & back on light grey frame	
131005	Blue seat & back on blue frame	
131032	Light Grey seat & back on grey frame	
131033	Charcoal Grey seat & back on grey frame	
131034	Brown seat & back on bronze (brown) frame	
131036	Beige seat & back on beige frame	
131037	Neutral seat & back on neutral frame	
Custom colors	Customs colors for both frame & seat/backs available	
Champ Fanback Chairs		
133001	Wedding White seat & back on white frame	
133002	Black seat & back on black frame	

Custom Chrome - Chrome Frame available by special order.

Bright White seat & back on white frame

133003

	e – Chrome Frame available by special order.
Parts & Accesso	ries
131101	Standard WEDDING WHITE Rubber Chair Frame Tips
131102	Standard BLACK Rubber Chair Frame Tips
131103	Standard BRIGHT WHITE Rubber Chair Frame Tips
131110	Standard BROWN Rubber Chair Frame Tips
131114	Standard LIGHT GREY Rubber Chair Frame Tips
131116	Standard BEIGE Rubber Chair Frame Tips
131133	Standard CHARCOAL GREY Rubber Chair Frame Tips
131137	Standard NEUTRAL Rubber Chair Frame Tips
131120	Six sided BROWN Rubber Chair Frame Tips
131121	Six sided WEDDING WHITE Rubber Chair Frame Tips
131122	Six sided BLACK Rubber Chair Frame Tips
131123	Six sided BRIGHT WHITE Rubber Chair Frame Tips
131124	Six sided LIGHT GREY Rubber Chair Frame Tips
131125	Six sided CHARCOAL GREY Rubber Chair Frame Tips
131126	Six sided BEIGE Rubber Chair Frame Tips
131127	Six sided NEUTRAL Rubber Chair Frame Tips
131901	Standard Chair Cart (4" wheels) for Champ Chairs
131902	Heavy Duty Chair cart (5" wheels) for Champ Chairs
131211	Standard Chair cart (4" wheels) for Champ Fanback Chairs
131601	Chair Connectors - Ganging Clip (to attach polyfolds together)
131801	Stacked Chair Saver Bag for Polyfolds
281000	Rack Stack N' Go series Chair cart
280326	RACK STACK N' GO - Chair Cart Cover







**Wood Chair Color Choices:** 

Black	Fruitwood	Gold	Mahogany
			13873
			10,000

**Product Solutions That Build Your Business** 

**CHIAVARI BALLROOM CHAIRS** 

The Legacy Series (wood)

Combining the vintage design styling and elegance your clients demand with proven engineering that will exceed the rugged demands of the rental industry.

- Product Features:

  Carefully selected aged beechwood is carved into elegant details that can not be achieved by resin

  Stackable design maximizes storage/transport efficiency

  Mechanical joints keep chair rental ready

  Solid wood seat will not warp or crack

  Attractive stain and gloss finishes makes the wood Chiavari the only choice for upscale events. Resin, just doesn't match its elegance

  Ships Assembled

# **BOLTS vs SCREWS? No Contest!**

# **Product Details:** • Sper carton (Assembled) • Sper carton (Assembled) • Dimensions - 36.5′ x 17.63° x 15.75° (Top of chair to floor x Top of seat to floor x Width of seat) • Weight - 9 lbs ea.

- Shipping Details:
  Carton Dimension: 61" x 25" x 19"
  Carton Weight: 55 lbs
  Shipping Class: 250
  Pallet quantity: 32 chairs 48" x 40" x 95"
  FCL quantity: 1000 floor loaded

Item no.	Description
122001	Assembled white (paint) Chiavari Ballroom Chair
122002	Assembled black (paint) Chiavari Ballroom Chair
122003	Assembled natural (stain) Chiavari Ballroom Chair
122004	Assembled whitewash (paint) Chiavari Ballroom Chair
122005	Assembled gold (paint) Chiavari Ballroom Chair
122006	Assembled silver (paint) Chiavari Ballroom Chair
122007	Assembled mahogany (paint) Chiavari Ballroom Chair
122008	Assembled fruitwood (stain) Chiavari Ballroom Chair
Custom	Custom colors and finishes on request

1 888 250-3113 | www.midaseventsupply.com

# Accessories: See Page 7





For matching Chiavari Barstools, please go to Page 9

Accessories: See Page 7

The Legacy Series (aluminum)
Lightweight and durable with a powdercoat finish, our aluminum ballroom chairs combine styling and ease of use for upscale events.

- Product Features:

   Strong, one piece welded construction
   Weighs only 6.5 lbs for ease of transport, stacking & set up
   5 year structural warranty

# **Product Details:**

- S per carton
   Dimensions 36.5" x 17.25" x 15.62" (Top of chair to floor x Top of seat to floor x Width of seat)
   Weight 6.5 lbs ea.

Item no.	Description
121211	White (powdercoat) Chiavari Ballroom Chair
121212	Black (powdercoat) Chiavari Ballroom Chair
121215	Gold (powdercoat) Chiavari Ballroom Chair
121216	Silver (powdercoat) Chiavari Ballroom Chair
121217	Mahogany (powdercoat) Chiavari ballroom Chair

The Legacy Series (resin)
Outdoor friendly, the resin Chiavari broadens usage for event professionals. Keep the same classic Chiavari look and reduce your maintenance costs with our durable resin Chiavari ballroom chairs.

# **Product Features:**

- Strong & durable construction
   Weighs 12 lbs ea.

# **Product Details:**

- 5 per carton
   Dimensions 36.25" x 17.25" x 15.62" (Top of chair to floor x Top of seat to floor x Width of seat)

Item no.	Description
121000	Clear (Ice) Chiavari Ballroom Chair
121010	Clear (Ice) with Diamond back Chiavari Ballroom Chair
121011	White Chiavari Ballroom Chair
121012	Black Chiavari Ballroom Chair
121015	Gold Chiavari Ballroom Chair
121016	Silver Chiavari Ballroom Chair
121017	Mahogany Chiavari Ballroom Chair

Also available in Unibloc one piece construction (custom order)

# Aluminum Chair Color Choices: Resin Chair Color Choices:





# **Product Solutions That Build Your Business**





See Page 17 for more information

# Accessories for All Legacy Series Chairs

Parts & A	ccessories
121101	White Chiavari cushion with Velcro tabs
121102	Black Chiavari cushion with Velcro tabs
121107	Dark brown Chiavari cushion with velcro tabs
121109	Ivory Chiavari cushion with Velcro tabs
121401	White Chiavari cushion with 12" ties
121402	Black Chiavari cushion with 12" ties
121407	Dark brown Chiavari cushion with 12" ties
121409	Ivory Chiavari cushion with 12" ties
121201	Chiavari Chair Saver Protective Cover
121301	Wood Base Seat pad - White (Vinyl)
121302	Wood Base Seat pad - Black (Vinyl)
121304	Wood Base Seat Pad - Tan (Vinyl)
121308	Wood Base Seat pad - Chocolate Brown (Vinyl)
121309	Wood Base Seat pad – Ivory (Vinyl)
121311	Wood Base Seat pad - White (Fabric)
121312	Wood Base Seat pad - Black (Fabric)
121319	Wood Base Seat pad - Ivory (Fabric)
121310	Sm. Chiavari Cushion Bag (holds 25) - custom screening available
121313	Lg. Chiavari Cushion Bag (holds 50) - custom screening available
121316	NEW Chiavari Wood Base Seat Pad Bag (holds 20) - custom screening available
121100	Chiavari cushion - foam only, no cover
121121	Water Resistant Outdoor cushion - White (velcro)
121421	Water Resistant Outdoor cushion - White (ties)
121700	Chiavari Chair Feet (set of 4)

- Chiavari Cushions:

   Feature zippered pouch, dual sided piping and 2° foam inserts

   Cushions 0.75 lbs e.g., shippeed bulk

   Shipping class 300

   Dimensions of chair saver bag 35° x 15.5° x 16.5° (Top of bag to floor x Top of seat seam to floor x Width of Seat bag)

   Dimensions of chair feet 1.75° diameter

### Cushion **Color Choices:**



Cushion or Seat Pad Color Choices



Additional Seat Pad Color Choices



Cushion or Seat Pad Color Choices

**Wood Base Seat Pad** 

**Color Choices:** 

Additional Seat Pad

# MIDAS

# **Metal Frame Options:**



# **Fabric Options:**



# **Vinyl Options:**



# **All Chairs Shipped to Order** Choose a frame design, frame color & fabric / vinyl type OR

Contact us at 888-250-3113 ext 30, for specific requirements or a match of your existing chairs.

# **Note: Special Order Guidelines**

Lead time is minimum 8 weeks & will be confirmed at time of order. Deposit of 50% required for all special orders.

# **SPECIAL ORDER CHAIRS**

# The Chateau Chair & The Oval Back

The Chateau is also referred to as the Versailles or the White House chair. Both the Chateau and the Oval Back are elegant alternatives to the industry standard Legacy style ballroom chair.

### **Product Features:**

- Stackable design maximizes storage/transport efficiency
   Mechanical joints keep chair rental ready
- Solid wood seat will not warp or crack
- Attractive gloss finish
   Ships assembled

- Product Details:
   Chair dimensions 35" x 17.13" x 15" (Chateau), 36.5" x 17.13" x 15.5" (Oval) (Top of chair to floor x Top of seat to floor x Width of seat)
   Weight 8.5 lbs ea. (Chateau), 9.25 lbs ea. (Oval)

Shipping Details:
• Shipped individually, nested

Item no.	Description
151003	Chateau Chair in Natural
151005	Chateau Chair in Gold
151006	Chateau Chair in Silver
151007	Chateau Chair in Mahogany
151008	Chateau Chair in Fruitwood
125005	Oval Back Chair in Gold

# The Banquet Hall Series

The proliferation of upholstered steel framed banquet chairs in use at banquet halls, restaurants, convention centers and other event locations throughout the country underscores how rugged these products perform under daily use. Our special order platform allows customers to pick their frame and their fabric for greatest flexibility. Or you can provide us with a sample of your existing inventory and we will quote you a finished copy.

Midas are THE specialists in event equipment manufacturing for custom designs.

# **Product Features:**

- 16 gauge heavy duty powder coated double braced steel frame for rugged applications Static load tested exceeded 500 lbs
- Structural warranty 5 years
   Premium fabrics for attractive and high rub resistance
   2.5' thick furniture foam cushion for maximum comfort
   Bumper guards for stacking support

# **Product Details:**

- 12 lbs Dimensions: 17.25" x 20.25" x 36.5"(H)

# **Shipping Details:**

# Frame Design Options:







Accessories: See Page 7

# **Product Solutions That Build Your Business**

# The Legacy Series

**BARSTOOLS** 

The perfect compliment to our LEGACY Chiavari ballroom chair. Our Chiavari barstools are crafted to the same meticulous high standards as our Chiavari chairs. They are a perfect match in their design & functionality.

### **Product Features:**

- Product Features:

  Cardully selected aged beechwood is carved into elegant details that can not be achieved by resin or metal materials

  Stackable design maximizes storage/transport efficiency

  Mechanical joints will keep chair ready to rent and out of the shop

  Concealed threaded steel rods provide superior stability

  Solid wood seat that will not warp or crack

  Attractive gloss finish makes the wood Chiavari barstool the only choice for upscale events. Resin just doesn't match it's elegance.

  Ships assembled

### **Product Details:**

2 per carton (ASSEMBLED)
 Stool Dimensions - 46° x 29.75° x 15.75° (Top of stool to floor x Top of seat to floor x Width of seat)
 Weight - 12 lbs ea.

### Shipping Details:

- Carton Dimensions Carton Dimensions 61" x 26" x 19"
   Carton Weight 31 lbs
   Class 250 (Assembled)
- Pallet quantity 16 pcs 48" x 40" x 96"

123001 White (paint) Chiavari Ballroom Barstool 123002 Black (paint) Chiavari Ballroom Barstool 123003 Natural (stain) Chiavari Ballroom Barstool 123005 Gold (paint) Chiavari Ballroom Barstool 123006 Silver (paint) Chiavari Ballroom Barstool 123007 Mahogany (paint) Chiavari Ballroom Barstool 123008 Fruitwood (stain) Chiavari Ballroom Barstool Parts & Accessories	Item no.	Description
123003 Natural (stain) Chiavari Ballroom Barstool 123005 Gold (paint) Chiavari Ballroom Barstool 123006 Silver (paint) Chiavari Ballroom Barstool 123007 Mahogany (paint) Chiavari Ballroom Barstool 123008 Fruitwood (stain) Chiavari Ballroom Barstool	123001	White (paint) Chiavari Ballroom Barstool
123005     Gold (paint) Chiavari Ballroom Barstool       123006     Silver (paint) Chiavari Ballroom Barstool       123007     Mahogany (paint) Chiavari Ballroom Barstool       123008     Fruitwood (stain) Chiavari Ballroom Barstool	123002	Black (paint) Chiavari Ballroom Barstool
123006 Silver (paint) Chiavari Ballroom Barstool 123007 Mahogany (paint) Chiavari Ballroom Barstool 123008 Fruitwood (stain) Chiavari Ballroom Barstool	123003	Natural (stain) Chiavari Ballroom Barstool
123007 Mahogany (paint) Chiavari Ballroom Barstool 123008 Fruitwood (stain) Chiavari Ballroom Barstool	123005	Gold (paint) Chiavari Ballroom Barstool
123008 Fruitwood (stain) Chiavari Ballroom Barstool	123006	Silver (paint) Chiavari Ballroom Barstool
	123007	Mahogany (paint) Chiavari Ballroom Barstool
Parts & Accessories	123008	Fruitwood (stain) Chiavari Ballroom Barstool
	Parts & Acces	sories

123008	Fruitwood (stain) Chiavari Ballroom Barstool
Parts & Acco	ssories
121101	White Chiavari cushion with Velcro tabs
121102	Black Chiavari cushion with Velcro tabs
121109	Ivory Chiavari cushion with Velcro tabs
121401	White Chiavari cushion with 12" ties
121402	Black Chiavari cushion with 12" ties
121409	Ivory Chiavari cushion with 12" ties
121700	Chiavari Chair Feet (set of 4)
See Page 7 for	more accessories





Cushion Bag (holds 50 Cushions)

# **Barstool Color Choices:**













# The Contemporary Series

A variety of black barstool configurations for different event formats.

- Product Features:

  Seat styles are all padded with vinyl covers for comfort and durability
  Swivel styles provide enhanced accessibility
  Powder coated frames for scratch resistance
  Frames constructed with 16 gauge steef for extra strength
  Contemporary barstools without back are stackable

### **Product Details:**

- r IVULUL D'ETAILS:

  Contemporary with back & wivel seat: 38.5" x 29" x 21" (Top of barstool to floor x Yoft of seat to floor x Width of seat) weight: 12.5 libs ea.

  Contemporary with swivel seat, no back: 30.75" x 14.5" (Top of barstool to floor x Width of seat) weight: 10 lis ea.

  Contemporary non swivel seat, no back: 29.75" x 14.5" (Top of barstool to floor x Width of seat) weight: 8 lis ea.

### **Shipping Details:**

- Carton Dimensions Contemporary with back & swivel seat (2pcs): 29" x 22" x 13" (weight: 26 lbs)
   Carton Dimensions Contemporary with swivel seat, no back (4pcs): 60" x 18" x 18"
  (weight: 45 lbs)
   Carton Dimensions Contemporary non swivel seat, no back (4pcs): 29" x 22" x 13"
  (weight: 37 lbs)

Item no.	Description
162001	Swivel Black Barstool w/ Back
163000	Swivel Stacking Black Barstool (no back)
164000	Fixed Stacking Black Barstool (no back)
Parts & Acc	essories
162101	Plastic side caps for Contemporary Black Barstool
162102	Plastic Feet caps for Contemporary Black Barstool

# Custom Table & Chair Seat/Back Covers

# Embroidered table and chair covers for your very special events

# **Product Features:**

- Durable polyester canvas construction with twin zippers
   Available for 6' and 8' banquet configurations
   Embroidered Company name, logo or other special image \* art file required \*

# **Product Details:**

- Custom order with company provided details requires 30-60 days for delivery
   Dimensions fits 6' and 8' banquets 29" drop

Item no.	Description
111115	Custom Chair Seat Pad for resin folding chair
143120	Custom Chair Cover Back for resin folding chair
250503	Custom Table Cover for 6' banquet table
250504	Custom Table Cover for 8' banquet table
250505	Custom Table Cover for Serpentine table

See Page 17 for more information

# The Elite Cocktail Table

**Product Solutions That Build Your Business** 

Midas is one of the rental industry's largest suppliers of wood pedestal tables in the U.S. The combination of quality components and low factory direct pricing is unbeatable. Even our competition buys from us! From the smooth finished tops to the feet that stay on, this table never gives up.

The same great plywood tops as our folding tables with quality steel and resin components. You have the flexibility to build your own table and/or buy just what you need.

# **Product Features:**

- Product Features:

   ¼\* Vold Free Solid Plywood top

   UV Poly Coat on top and bottom

   Extra Thick Bull-nose Edge- BLACK

   Available in 24\*, 30°, and 36° round or square tops

   Chrome finished columns available in 30° and 42° height and Adjustable option

   28° Brushed Aluminum Base provides stable support

   Non-Marking glides available in plastic or metal and will stay put!

   Order by the complete table or by component

   Complete Tables: Include Top/ Metal Coupler/ 28° Base/ Column

Item No.	Description	Weight*	Carton dimensions	Pallet Quantity
210000	36" Round Pedestal Table - w/30" Tall Post	25 lbs	6" x 37" x 37"	30
211000	36" Round Pedestal Table - w/42" Tall Post	26 lbs	6" x 37" x 37"	30
212000	30" Round Pedestal - w/30" Tall Post	20 lbs	6" x 31" x 31	30
213000	30" Round Pedestal Table - w/42" Tall Post	21 lbs	6" x 31" x 31	30
214000	24" Round Pedestal - w/ 30" Tall Post	16.5 lbs	6" x 31" x 31	30
215000	24" Round Pedestal - w/ 42" Tall Post	18 lbs	6" x 31" x 31	30
280000	Standard Pedestal Table Tower Cart for 30" table tops (holds 10 complete sets)	150 lbs	48" x 36" x 73	1
280001	Standard Pedestal Table Tower Cart for 36" table tops (holds 10 complete sets)	159 lbs	48" x 44" x 73	1
280002	Standard Pedestal Table Tower Cart for 24" table tops (holds 10 complete sets)	128 lbs	36" x 30" x 90	1

See Page 19-20 for more Carts

# **Pedestal Table Components/Accessories**

Item No.	Description	Pcs/Ctn	Wt/Ctn	Ctn dimensions
200100	28" 4-prong table base (aluminum)	10	42 lbs	21" x 21" x 27"
200130	28" 4-prong table base w/ adj.feet (aluminum)	10	46 lbs	21" x 21" x 27
200101	Plastic base glides	bulk	N/A	N/A
200110	Metal base glides	bulk	N/A	N/A
200200	Mounting coupler (metal)	bulk	N/A	N/A
200210	Mounting coupler (resin) White	bulk	N/A	N/A
200212	Mounting coupler (resin) Black	bulk	N/A	N/A
200300	Table post for 30" high tables	10	25 lbs	29" x 12" x 6"
200399	Adjust. table post for 24", 30" & 42" heights	10	41 lbs	29" x 6" x 11"
200400	Table post for 42" high (bar high)	10	37 lbs	41" x 11" x 5"
200500	24" Round plywood table top	5	45 lbs	25" x 26" x 6"
200600	30" Round plywood table top	5	53 lbs	31" x 31" x 6"
200610	30" Round blowmold table top	2	19 lbs	32" x 32" x 7"
200700	36" Round plywood table top	5	75 lbs	38" x 38" x 6"
200800	36" Square plywood table top	5	100 lbs	38" x 38" x 6"
200810	36" Round blowmold table top	2	30 lbs	38" x 38" x 6"
200900	24" Square plywood table top	5	46 lbs	26" x 26" x 6"
200910	30" Square plywood table top	5	68 lbs	32" x 32" x 6"
281001	Rack Stack N' Go series - Pedestal (wood)	bulk	298 lbs	n/a
281005	Rack Stack N' Go series - Pedestal (blowmold)	bulk	268 lbs	n/a
280326	Rack Stack N' Go Cart Cover	bulk	N/A	N/A

\* weight rounded to nearest lb.

See Page 14 for more accessories

# MIDAS



Table tops & Leg Assemblies sold separately (call for quotation)

# **Product Solutions That Build Your Business**

# **ELITE SERIES WOOD FOLDING TABLES**

The Midas Elite Table Series combine uncompromised quality with the most popular features available. Smooth finished plywood tops along with folding leg options makes this the most versatile table line on the market today. If chairs are the cornerstone of your inventory, tables are the foundation. Your foundation must be strong, reliable and built to stand the test of time.

# The Reliant Elite - Banquet, Round & Conference

RELIANT means reliability. These are the best money can buy. Our customers tell us so. Our RELIANT line is engineered for rugged rental use and will stand the test of time. Durable and great looks too. Featuring truly smooth plywood surfaces and the detailed quality your customers expect.

- prywood surraces and the detailed quality your customs

  Product Features:

   Void Free % Solid Plywood top

   UV Poly Coat on top (z coats) and bottom (1 coat)

   UV Poly Coat on top (z coats) and bottom (1 coat)

   Hardwood runners and cross members provide additional support

   100% bolt thru Legs and Runners

   1 Tubular 1 sg. Steel Wishonon Style Legs

   Powder Coat finish-Beige

   Secure high heat steel boss & mate locking mechanism

   Non marring plastic floor gildes

# **Product Details:**

- Available in Conference, Banquet, Rounds, Half Rounds, Squares
   Custom sizes available
- **Shipping Details:**
- All tables ship palletized except very small orders which are cartoned.
   Shipping Class: 125 (round), 85 (banquet/conference)

ltem no.	Description	Weight
201001	18" x 72" (6 foot) Conference Table (with gravity lock)	37.5 lbs
202001	18" x 96" (8 foot) Conference Table (with gravity lock)	45.5 lbs
216000	30" x 48" (4 foot) Banquet Table	42.5 lbs
203000	30" x 72" (6 foot) Banquet Table	49 lbs
204000	30" x 96" (8 foot) Banquet Table	58 lbs
204200	48" x 96" Banquet King Table	93 lbs
222000	30" Round Folding Table	23 lbs
221000	36" Round Folding Table	29.5 lbs
205000	48" Round Folding Table	44 lbs
205200	48" Square Folding Table	50.5 lbs
206000	54" Round Folding Table	53.5 lbs
207000	60" Round Folding Table	59 lbs
207200	60" Square Folding Table	75 lbs
208000	66" Round Folding Table	75 lbs
209000	72" Round Folding Table	89 lbs
209200	72" Square Folding Table	108.5 lbs
Parts & A	Accessories	
201110	T-Mold (BLACK) - sold by the foot	n/a
203701	Banquet Table feet	.1 lbs
280070	Table Truck for 6' Banquet Tables - holds 12-15 Tables. Fits 30" w doorway	67.5 lbs
280090	Table Truck for 8' Banquet Tables - holds 12-15 Tables. Fits 30" w doorway	77 lbs
280160	Table Truck for 48"- 72" Rounds - holds 8 Tables. Fits 30" w doorway	81.5 lbs
290000	Standard Velcro plastic shirt clip for wood tables	.02 lbs

### Call for parts not listed

Note: Due to moisture changes, weights of tables can change up to 5-7%  $\,$ 





Table tops & Leg Assemblies sold separately (call for quotation)

# The Rental Elite

The Rental Elite Table offers the features that are the quality standard! The popular Gravity Lock Leg and Extra Thick Bullnose molding along with hardwood runners and a smooth Blonde top will provide a table attractive not only to your bottom line but to your most upscale

# **Product Features:**

- Product Features:

   ¼ Vold Free Solid Plywood top

   UV Poly Coat on top (2 coats) and bottom (1 coat)

   Extra Thick Bull-nose Edge- BROWN

   109% both thru Legs and Runners

   1" Tubular 15 ga. Steel Wishbone Style Legs

   Powder Coat finish-Beige
   Secure gravity lock Folding Mechanism for Secure Setups

   Non marring plastic floor glides

   Galvanized steel/aluminum edging available on special order

Item no.	Description	Weight
201001	18" x 72" (6') Conference Table	39.5 lbs
202001	18" x 96" (8') Conference Table	46 lbs
216001	30" x 48" (4') Banquet Table	35 lbs
203001	30" x 72" (6') Banquet Table	46 lbs
203400	72" x 15" (6') Banquet Bar Top (use with item #203001)	25 lbs
204001	30" x 96" (8') Banquet Table	59.5 lbs
204400	96" x 15" (8') Banquet Bar Top (use with item #204001)	32 lbs
204201	48" x 96" Banquet King Table	100 lbs
222001	30" Round Folding Table	20 lbs
222000	30" Round Folding Table (Reliant Elite style only)	14 lbs
221000	36" Round Folding Table (Reliant Elite style only)	27.5 lbs
205001	48" Round Folding Table	44 lbs
205100	48" Half Round Table	30 lbs
205201	48" Square Folding Table	50.5 lbs
206001	54" Round Folding Table	54 lbs
207001	60" Round Folding Table	57 lbs
207100	60" Half Round Table	39 lbs
207201	60" Square Folding Table	74 lbs
208001	66" Round Folding Table	75 lbs
209001	72" Round Folding Table	84 lbs
209201	72" Square Folding Table	97 lbs
218001	Small Serpentine Table (3' inner diameter x 8' outer diameter)	41 lbs
219001	Medium Serpentine Table (4' inner diameter x 9' outer diameter)	43 lbs
220001	Large Serpentine Table (5' inner diameter x 10' outer diameter)	46 lbs
218110	Small Serpentine Bar Top (use with Item #218001)	25 lbs
219110	Medium Serpentine Bar Top (use with Item #219001)	28 lbs
220110	Large Serpentine Bar Top (use with Item #220001)	31.5 lbs
Parts & A	Accessories	

219110	Medium Serpentine Bar Top (use with Item #219001)	28 lbs
220110	Large Serpentine Bar Top (use with Item #220001)	31.5 lbs
Parts &	Accessories	
201111	T-Mold (BROWN) - sold by the foot	n/a
203701	Banquet Table feet	
280160	Table truck for 48", 54", 60", 66" & 72" rounds - holds 8 tables	82 lbs
280070	Table Truck for 6' Banquet Tables - holds 12-15. Fits 30" w doorway	67.5 lbs
280090	Table Truck for 8' Banquet Tables - holds 12-15. Fits 30" w doorway	77 lbs
281002	Rack Stack N' Go series - banquet folding tables	207 lbs
281003	Rack Stack N' Go series - 48", 54" & 60" round tables	212 lbs
281004	Rack Stack N' Go series - 66" & 72" round tables	218 lbs
290000	Standard Velcro plastic skirt clip for wood tables	

# Call for parts not listed

Note: Due to moisture changes, weights of tables can change up to 5-7%

15



# MIDAS

# The Laminate Elite

Popular in restaurant and hospitality industries, the Laminate Elite is available in banquet table, pedestal table and round table configurations

# **Product Features:**

- FOOLULE FEATURES:
  Folding Tables: Metal frame, melamine table top with WALNUT laminate w/ brown T-Mold & Boss & Mate leg assembly
  Pedestal (cocktail) table tops: 3/4" plywood with laminate in Walnut Brown or Grey
  Laminate is 0.012" affixed with super adhesive & cured
  Non-marring loor gildes on folding tables

item no.	Description	Weight
201112	18" x 72" (6 foot) Conference Table"	44 lbs
202112	18" x 96" (8 foot) Conference Table"	55 lbs
203112	30" x 72" (6 foot) Banquet Table"	64 lbs
204112	30" x 96 (8 foot) Banquet Table"	79 lbs
207112	60" Round Table"	80 lbs
217112	30" x 60" (5 foot) Banquet Table"	56 lbs
217113	18" x 60" (5 foot) Conference Table"	41 lbs
200521	24" top w/Walnut Brown laminate	10 lbs/top
200523	24" top w/Black laminate	10 lbs
200620	30" top w/Black laminate	14 lbs
200621	30" top w/Walnut Brown laminate	14 lbs
200720	36" top w/Black laminate	16 lbs
200721	36" top w/Walnut Brown laminate	16 lbs

Grey laminate top & other custom colors/patterns available by special order.

# The Rental Elite "Light"

Take quality, rugged RENTAL ELITE tables – adapt them for churches, restaurants & other applications that require a "lighter" product.

# **Product Features:**

- Product reatures:

  + IDPE (resin) blow mold top

  1\*-1.28" tubular steel legs with a solid steel bridge welded from one side of the wishbone leg to the other for added strength

  1\*-1.28" tubular steel legs with a solid steel bridge welded from one side of the wishbone leg to the other for added strength

  5 Steel support frame with an extra weld & screwed mid section steel support to prevent bowing of the table top with weight concentration in the middle of the table

  1 Leg assembly has powder coat beige finish

  5 Secure gravity lock folding mechanism for secure setups

  Non marring floor gildes

ltem no.	Description	Weight
217601	5' Resin Folding Banquet Table (30" x 60")	26.4 lbs
203601	6' Resin Folding Banquet Table (30" x 72")	31 lbs
204601	8' Resin Folding Banquet Table (30" x 96")	45 lbs
205601	48" Round Resin Folding Table (48" RD)	31 lbs
207601	60" Round Resin Folding Table (60"RD)	54 lbs
209601	72" Round Resin Folding table (72"RD)	74 lbs
201901	5' Resin Folding Conference Table (18" x 60")	23 lbs
201601	6' Resin Folding Conference Table (18" x 72")	26 lbs
202601	8' Resin Folding Conference Table (18" x 96")	32 lbs
135032	Resin Blow Mold Folding Chair	10 lbs
131210	NEW Heavy Duty Folding Hanging Chair Cart	100 lbs

# **Product Solutions That Build Your Business**



# The Caterer Elite

- Product Features:

   Void free 14" plywood top with poly finish

   Solid 34" plywood cross member supports

   Solid hardwood box frame with metal stacking corner protectors

   Solid hardwood box frame with metal stacking corner protectors

   Sol as Expos typle legs with Gravity lock folding mechanism

   Non Marring Floor Gildes

Item no.	Description	Weight
216501	30" x 48" (4') CATERER Style table	32 lbs
203501	30" x 72" (6') CATERER Style table	41 lbs
204501	30" x 96" (8') CATERER Style table	49 lbs

# The Expo Elite

- Product Features:

   Time tested lightweight design

   Void free 14" plywood top with polywethane finish

   Solid 34" plywood cross member supports

   Chrome cap and adjustable legs

   Hardwood frame and adjustable legs makes this our most versatile option

Item no.	Description	Weight
250002	24" x 48" EXPO ELITE convention style table	32 lbs
250000	24" x 72" EXPO ELITE convention style table	37 lbs
250001	24" x 96" EXPO ELITE convention style table	44 lbs
250011	18" x 96" (8 ' Conference) EXPO ELITE convention style table	40 lbs

# The Card Elite

Item no.	Description	Weight
223000	34" x 34" Card Style Table	27.5 lbs
224000	36" x 36" Card Style Table	30 lbs
225000	32" x 32" Card Style Table	26.5 lbs
Table Acc	essories	
280070	Table Truck for 6' Banquet Tables (holds 12-15)	67.5 lbs
280090	Table Truck for 8' Banquet Tables (holds 12-15)	77 lbs
280160	Table Truck for 48" to 72" Round Tables (holds 8)	81.5 lbs
290000	Standard Velcro plastic skirt clip for wood tables	.02 lbs
292000	Standard Velcro plastic skirt clip for resin tables	.02 lbs
250100	Top ONLY for 6' EXPO Elite table 24" x 72" (wood)	27 lbs
250101	Top ONLY for 8' EXPO Elite table 24" x 96" (wood)	33.5 lbs
250102	Top ONLY for 4' EXPO Elite table 24" x 48" (wood)	20.5 lbs
250200	Adjustable leg for EXPO Elite tables	7 lbs
250202	Staple Strip for EXPO Elite tables	.1 lbs
250300	Metal Corners for EXPO Elite tables	.1 lbs
250400	Chrome Caps/feet for EXPO Elite tables	.1 lbs





Table tops & Leg Assemblies sold separately (call for quotation)

See Page 15 for more accessories



# **Product Solutions That Build Your Business**









Item no.	Description	Weight
191100	Forest series cross back chair	10 lbs
191101	Forest series cross back barstool	12.5 lbs
191104	Forest series cross back chair in white wash	10 lbs
172009	Forest series Beverly antique vintage chair	8 lbs
203206	Forest series bench (72" x 14")	25.5 lbs
204206	Forest series bench (96" x 14")	30.5 lbs
205206	Forest series bench (48" x 14")	19.5 lbs
204205	Forest series farm table (48" x 96")	119 lbs
204305	8' Forest series farm table (40" x 96")	130 lbs
204306	6' Forest series farm table (40" x 72")	101 lbs
208005	Forest series 66" round table	137 lbs
213400	Forest series 30" round bistro table	22 lbs
211400	Forest series 36" round bistro table	27 lbs
212400	Forest series 30" round sweetheart table	20 lbs
210400	Forest series 36" round sweetheart table	26.5 lbs
210401	Forest series 36" square sweetheart table	30 lbs
212401	Forest series 30" square sweetheart table	24 lbs
Custom	Custom colors on special request	
Parts & A	ccessories	
191201	Forest chair saver protective cover	
121700	Forest chair feet (set of 4)	
121501	White Forest cushion with 12" ties	
121502	Black Forest cushion with 12" ties	
121509	Sand Forest cushion with 12" ties	
204215	48" x 96" Forest table protective cover	
204315	40" x 96" Forest table protective cover	
204316	40" x 72" Forest table protective cover	



208015

213415

211415



Round Forest table protective cover

30" Round Forest bistro/sweetheart table protective cover

36" Round Forest bistro/sweetheart table protective cover







# **Product Solutions That Build Your Business**









# Folding Chair Carts

These handy chair carts will help you stack, store & transport your folding chairs quickly and easily.

- Product Features:

   4" (standard) casters and 5" (heavy duty) casters with 2 fixed wheels and 2 swivel wheels
   Durable steel frame
   Removable tubular steel handle for convenient storage

# **Product & Shipping Details:**

- Place Carton
  Weight: 44 lbs ea. (Standard) 48 lbs ea. (Heavy Duty) 46 lbs ea. (Fanback) 186 298 lbs ea. (RSNG) 117 lbs ea. (Heanging chair cart)
  Cart Dimension: 41" (1) x 18.75" (w) x 45.25" (h) (Standard) 43.75" (l) x 19" (w) x 45.25" (h) (heavy duty) 41" (l) x 18.75" (w) x 46.5" (h) (fanback)
  Carton Is -41.5" x 19.5" x 55" (champ) 45" (19.5" x 55.25" (fanback cart)
  Carton weight: 45 lbs (champ cart) 46 lb (fanback cart)
  Shipping Class: 85 (Standard/Heavy duty/Fanback cart); 125-250 (RSNG); 175 (Hanging chair cart)
  Palletzed: 30 ctns 48" x 39" x 87" (champ)
  Palletzed: 30 ctns 48" x 39" x 90" (fanback)
  Shipping Class of ctns 48" x 39" x 90" (fanback)

Item no.	Description
131901	Standard Chair Cart (4" wheels) for Polyfold / Resin Chairs
131902	Heavy Duty Chair Cart (5" wheels, reinforced frame & handle) for Polyfold / Resin Chairs
131211	Standard Chair Cart (4" wheels) for Fanback Chairs
281000	Rack Stack N' Go series Chair Cart
131210	NEW Heavy Duty Folding Chair Cart

# Folding Table & Pedestal Carts

Rock solid table carts for your banquet, rounds & pedestal table inventory. Heavy duty caster assemblies for long lasting, dependable transport."

# **Product Features:**

- 5" Heavy Duty casters with 2 fixed and 2 swivel wheels (customer can customize at no extra charge)
  Durable steel frame
  Removable tubular steel handle for convenient storage

# Product & Shipping Details:

- Weight: 60 lbs (6' banquets); 80 lbs (8' banquets); 82 lbs (rounds)
   Cart dimensions: 76.5" x 24" x 73.3" (6' banquets); 100.5" x 24" x 97.5" (8' banquets); 67" x 36" (rounds)
- Shipping Class: 125
   Ships with casters detached

ltem no.	Description
280070	Table Cart for 6' banquet tables (holds 12-15)
280090	Table Cart for 8' banquet tables (holds 12-15)
280160	Table Cart for 48" to 72" round tables (holds 8)
281001	Rack stack N' Go series - pedestal (wood)
281005	Rack Stack N' Go series - pedestal (blowmold)
281002	Rack Stack N' Go series - banquet folding tables cart
281003	Rack Stack N' Go series - 48", 54" & 60" round tables cart
281004	Rack Stack N' Go series - 66" & 72" round tables cart
280000	Standard Pedestal Table Tower Cart for 30" table tops (holds 10 complete sets)
280001	Standard Pedestal Table Tower Cart for 36" table tops (holds 10 complete sets)
280002	Standard Pedestal Table Tower Cart for 24" table tops (holds 10 complete sets)









Note: Contact us for non standard sizes. Check if RSN'Gs will work for you.

# Stanchion Carts

Storing stanchions can be difficult especially when floor & shelf space is an issue in your warehouse. Solve all your problems with the MIDAS Stanchion Cart. Tough, strong and versatile, our Cart holds up to 41 stanchions and features 5" heavy duty casters.

## **Product Features**

- S" Heavy Duty casters with 2 fixed and 2 swivel wheels
   Durable steel frame
   Holds up to 41 stanchions
   Small foot print to save on warehouse space

item no.	Description
280005	Stanchion Cart

Our unique, integrated storage & transportation system simplifies warehouse storage and delivery to major events. Our units accommodate wood, resin & polyfold chairs, folding tables, pedestal (cocktail) tables and inter-stack for ease of storage in the warehouse and quick delivery to events. Save time, save warehouse space, save on warehouse racking and improve accountability of your equipment with Rack Stack N' Go!

# Product Features on all RSN'Gs

- \*6" x 2" Heavy Duty casters with 2 fixed and 2 swivel wheels for easy maneuvering (customer can customize at no extra charge)
   \*8 Pennovable posts to save on freight costs
   \*Durable "U" channel steel frame

# On the Pedestal Table Model (Wood 281001, Blowmold 281005)

- Designed to hold 20 complete sets of pedestal (cocktail) tables including 20 table height & 20 bar height posts
- Two detachable columns holds 20 bases
   Table holder attachment holds 20 3/4" tops; 24", 30" or 36" diameter

# On the Round Folding Table Models (281003, 281004)

- Designed to hold up to 11 tables
  Accommodates 48" to 60" Rounds with 63" high stacking posts
  Accommodates 66" to 72" Rounds with 75" high stacking posts
  Accommodates 66" to 72" Rounds with 75" high stacking posts
  Crossbars on all 4 sides to prevent tables moving while in transit
  Equipped with Heavy Duty Velcro Safety Strap for added security On the Banquet Folding Table Model (281002)

# Designed to hold up to 20 - 5', 6', or 8' folding tables Equipped with 2 Heavy Duty Velcro Safety Straps for added security

- On the Folding Chair Model (281000)
- Designed to carry 120 Polyfold OR 60 Wood folding OR 60 Resin Folding chairs
   Chair guides built on frame bottom ensures first chair is secure in turn providing stabilization for the rest of the stack
- Equipped with 3 Heavy Duty Velcro Safety Straps for added security

Note: Blowmold Pedestal Top RSN'G Option available (281005)

# Product Details - Weight & Dimensions:

# Banquet Folding Table Model (281002):

- Frame 135 lbs 72" x 42" x 4.5" Posts(4) 10lbs ea 63" x 1.5" x 1.5" Set of Wheels 32 lbs 6" x 2" Wheels
- TOTAL WEIGHT: 207 lbs

Continued on: Page 20

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## Product Details - Weight & Dimensions - Continued Pedestal Table Model (281001)



- Pedestal Table Model (281001)

  Frame (I) 138 ibs 72\* x42\* x4.5\*

  Set of 4 Wheels 32 lbs 6\* x 2\* Wheels

  Stacking Post (4)(9.5 ea) 38 lbs 63\* x 1.5\* x 1.5\*

  Base Holder(4)(4.25 ea) 8.5 lbs 32\* x 4.25\* x 3.25\*

  Post Holder (4)(5.55 ea) 22.6 lbs 16\* x 16\* x 7.5\*

  Top Holder Attachment (I) 42 lbs 41\* x 27\* x 9.5\*

  Post Protectors (40)(0.35) 14 lbs 20.5\* x 2\* Diameter Cardboard Tube

  Safety Stops(2)(8 ea) 6 lbs 38\* x 9.5\* x 2\*

  TOTAL WEIGHT: 298 lbs

# Round Folding Table Models (281003, 281004):

- Fame -135 lbs 72" x42" x45" 10 lbs each 63" x 1.5" x

# Folding Chair Model (281000):

- Folding Chair Model (281000):

  Frame(1) 114 lbs -60" x 38" x 4.5"

  Posts(4) 10 lbs ea 63" x 1.5" x 1.5"

  Set of Wheels 32 lbs -6" x 2" Wheels

  TOTAL WEIGHT: 186 lbs

  Shipping Class: 125

Palletized
 Ships with casters & posts detached, where applicable, for reduced shipping cost.

Item no.	Description	Weight
281000	RACK STACK N' GO - CHAIR CART MODEL complete	186 lbs
281001	RACK STACK N' GO - WOOD PEDESTAL CART MODEL complete	298 lbs
281002	RACK STACK N' GO - BANQUET TABLE CART MODEL complete	207 lbs
281003	RACK STACK N' GO - 48"-60" ROUND TABLE CART MODEL complete	212 lbs
281004	RACK STACK N' GO - 66"-72" ROUND TABLE CART MODEL complete	218 lbs
281005	RACK STACK N' GO - BLOWMOLD PEDESTAL CART MODEL complete	258 lbs
Parts & Ac	cessories	
280301	RACK STACK N' GO - FRAME only Chair Carts	114 lbs
281302	RACK STACK N' GO - FRAME only ALL Table Carts	135 lbs
161226	RACK STACK N' GO - HEAVY DUTY 6" CASTERS for all carts	8 lbs
280327	RACK STACK N' GO - 50.5" (standard) POST for all Carts (ie. 120 polyfolds)	9 lbs
280311	RACK STACK N' GO - 63" (extended) POST for all Carts (ie. 150 polyfolds)	10 lbs
280316	RACK STACK N' GO - 78" POST for 72" Round tables	13 lbs
280328	RACK STACK N' GO - 83" POST for 72" Square tables	14 lbs
280312	RACK STACK N' GO - Long side RAIL for Round Table Carts	1.5 lbs
280318	RACK STACK N' GO - Short side RAIL for Round Table Carts	1 lb
280313	RACK STACK N' GO - POST HOLDER only for Pedestal Table Carts	23 lbs
280314	RACK STACK N' GO - BASE HOLDER only for Pedestal Table Carts	9 lbs
280315	RACK STACK N' GO - TABLETOP HOLDER only for Wood Pedestal Carts	42 lbs
280319	RACK STACK N' GO - TABLETOP HOLDER only for Blowmold Pedestal Table Carts	42 lbs
280320	RACK STACK N' GO - POST PROTECTORS only for all Pedestal Carts	.5 lbs
280324	RACK STACK N' GO - FLOOR BASES only for all Carts	10 lbs
280325	RACK STACK N' GO - SAFETY STRAPS only for all Carts	.5 lbs
280326	Rack Stack N' Go cart cover	

# **Product Solutions That Build Your Business**



# Patio Umbrellas

Simply the best in wood market umbrellas for temperate climates and hardy aluminum umbrellas for all climate conditions.

- Product Features:

   Wood market umbrellas are 100% high quality manufactured hardwood
   Aluminum umbrellas are lightweight but sturdy, anodized with 5/5 matte finish
   100% polyester canvas (Natural or Hunter Green color options)
   Resin Pads, pulley & crown resist cracking
   Tight steel locking construction

# **Product Details:**

- Sold individually
   Weight (wood umbrellas) 22 lb (9.5') 30 lb (11.5')
   Weight (aluminum umbrellas) 14 lb (9.5') 19 lb (11.5')

- Shipping Details:

  Carton (2 pc wood 9.5' umbrella): 55" x 7" x 8"

  Carton (1 pc aluminum 9.5' umbrella): 96" x 7" x 8"

  Carton (1 pc aluminum 11.5" umbrella): 106" x 7" x 8"

  Carton (1 pc aluminum 11.5" umbrella): 106" x 7" x 8"

  Carton (44 lb base): 20" x 4" x 20"

  Umbrellac 15as 125; Base 15as 70

  Palletized 60 ctns 55" x 36" x 89" (9')





ltem no.	Description
300003	9 1/2' Wood Market Umbrella with Natural canvas top
300011	9 1/2' Wood Market Umbrella with Hunter Green canvas top
300103	9 1/2' Wood Market Umbrella (Top Only - Natural)
300111	9 1/2' Wood Market Umbrella (Top Only - Hunter Green)
301003	11' Wood Market Umbrella with Natural canvas top
301011	11' Wood Market Umbrella with Hunter Green canvas top
301103	11' Wood Market Umbrella (Top Only - Natural)
301111	11' Wood Market Umbrella (Top Only - Hunter Green)
303003	9 1/2' Aluminum Umbrella with Natural canvas top
303011	9 1/2' Aluminum Umbrella with Hunter Green canvas top
303203	9 1/2' Aluminum Umbrella (Top Only - Natural)
303213	9 1/2' Aluminum Umbrella (Top Only - Hunter Green)
303103	11' Aluminum Umbrella with Natural canvas top
303111	11' Aluminum Umbrella with Hunter Green canvas top
303133	11' Aluminum Umbrella (Top Only - Natural)
303123	11' Aluminum Umbrella (Top Only - Hunter Green)
302003	Concrete umbrella base (w/handles)
302004	Decorative Cast Iron Base



# The Midas Plate Crate

The better fit. Our crate collection accommodates base (charger) plates, dinner plates and salad/8&B and with our dividers, can be used for bottles and other event transportables.



- 18"x 12"x 11"H (large version- dinner plates) capacity approx 45 10 5/8" plates
  11"x 11"x 11"x H (small version- dinner plates) capacity approx 30 10 5/8" plates
  13.5" x 13.5" x 13.5"H (charger/base plates) capacity approx 26 12" plates
  Dividers for dinner plates (set of 6 for 1 crate) that can be configured as desired to hold other products
- Dividers for charger plates (set of 6 for 1 crate) that can be configured as desired to hold other products

- Shipping Details:

  Dinner Plate (large version) Crates less than six, ships in individual carton (20.25" x 12.25" x 4.25", more than six, ships in master cartons of quantity 6 per master crtn (36" x 20" x 14")
  Dinner Plate (panal version) Crates less than six, ships in individual carton (13.75" x 12.5" x 12.5" x 4"), more than six, ships in master cartons of quantity 6 per master crt (23" x 15" x 13")
  Charger Plate Crates less than six, ships in individual carton (15" x 14") x 4"), more than six, ships in master cartons of quantity 6 per master crt (25" x 16" x 16")
  Dividers for Dinner Plate Crates (set of 6 for 1 carde)- less than twelve, ships in individual carton (11" x 12.5" x 2.25"), coder 12 or more sets will ship in master cartons of quantity 12 sets per master crt (12" x 14" x 14").
- This service is a service of 6 for 1 crate) less than twelve, ships in individual carton (1.25° x 1.27° x 2.25°); order 12 or more sets will ship in master cartons of quantity 12 sets per master ctn (25° x 14° x 14°).

Item no.	Description	Weight	Ctn. Dimension
802100	Charger/Base Plate Crate	6.5 lbs	15" x 14.5" x 4"
802200	Dinner plate crate Large version	6.5 lbs	20.25" x 12.75" x 4.25
802300	Dinner plate crate Small version	5 lbs	13.75" x 12.5" x 4"
802120	Dividers for Charger/Base Plate Crate (set of 6)	4.5 lbs	14" x 14" x 2.25"
803120	Dividers for Dinner Plate Crates (set of 6)	3 lbs	11.25" x 12.75" x 2.25"

NOTE: Custom colors & screen printing available





# **Product Solutions That Build Your Business**

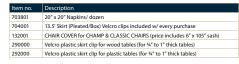
# **TABLE LINENS & NAPKINS** The Renaissance Collection

The Renaissance Collection linens have colors available to accommodate any client. The durability and stain resistance far surpasses that of regular restaurant linens.



• 100% polyester linens resist shrinkage
• 100% polyester linens resist shrinkage
• Stain resiststant
• Durable rental industry quality
For ordering by Item numbers - size dictates first 4 digits, color final 2 digits
ie. 7001 is 45" x 45" and 01 is white, therefore order 700101 is 1 45" x 45" white table linen.











Note: Custom Chair Colors and Materials available on special order

1 888 250-3113 | www.midaseventsupply.com



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# **Product Solutions That Build Your Business**



# **STANCHIONS**

Available in Screw On Top Ring or retractable belt (Tensa Head) options.

- Product Features:

   Flat, 14" base plate built to stay level and reduce tipping

   Uses mult functional base plate and pole for broader usage & savings

   Multi directional 5-Hook slorting for ease of use

   High quality (Chrome finish

   Retractable Belt option extends 6"

   Available parts & accessories include Tensa Head, Stanchion Top Ring, Plastic S-hooks & Chain, Red Velvet rope

### **Product Details:**

- Base & Pole extend 42" H, Weight: 21 lbs
   Retractable Belt available in BLACK or RED
   Tensa Head Polished Chrome finish

item no.	Description	Weight
161705	Heavy Duty Stanchion Complete: consists of BLACK Stanchion Retractable Belt Head (Tensa) + Base + pole; All Steel with polished chrome finish (hooks & chain sold separately) 41 3/4" x 14 1/8	16.6 lbs
161709	Heavy Duty Stanchion Complete: consists of RED Stanchion Retractable Belt Head (Tensa) + Base + pole; All Steel with polished chrome finish (hooks & chain sold separately) 41 3/4" x 14 1/8	16.6 lbs
161905	Heavy Duty Stanchion Complete: consists of Stanchion Top Ring + Base + pole; All Steel with polished chrome finish (hooks & chain sold separately) 40 1/4" x 14 1/8"	17.6 lbs
Parts & Ac	cessories	
161715	BLACK Stanchion Retractable Belt Head (Tensa) 5 1/2" x 3 3/8"	1.3 lbs
161719	RED Stanchion Retractable Belt Head (Tensa) 5 1/2" x 3 3/8"	1.3 lbs
161725	Stanchion Top Ring (screw on) 4 3/4" diameter	2.3 lbs
161735	Stanchion Hooks (plastic S hooks) in Black	.1 lbs
161745	Stanchion Chain (plastic - black) sold by the foot	.1 lbs
161755	Stanchion RED Velvet Rope (6')	3.2 lbs
161756	Stanchion RED Velvet Rope (8')	4 lbs
161757	Stanchion RED Twisted Rope (6')	4 lbs
161758	Stanchion BLACK Twisted Rope (6')	4 lbs
161759	Stanchion BLUE Twisted Rope (6')	4 lbs
161998	14" diameter Multi Use Base - All steel, polished chrome 14 1/8" diameter 1 3/8" H	11.1 lbs
161999	37 1/2" Multi Use Pole, all steel and polished chrome 2" diameter 36 3/8" H	4.2 lbs
280005	Stanchion Cart	100 lbs







# **SIGN HOLDERS**

Use in conjunction with multi functional base & pole. In 2 popular sizes.

# **Product Features:**

- Product Features:

  \* Welded durable frame

  \* Assembles quickly by screwing into multi functional pole, top ring is attached to bottom of frame

  \* Small size frame holder (81/2" x 11") and large size frame holder (22" x 28") available

  \* Allows for quick installation & removal of signs (customer supplied)

  \* All steel with polished chrome finish

  \* Stanchion top ring attached to bottom of frame for multi use to attach stanchion chain or stanchion red velvet rope."

# Product Details:

- Small size extends 49", Large size extends 66"
   Small size weight including base & pole: 17 lbs
   Large size weight including base & pole: 21 lbs

item no.	Description	Weight		
161727	8.5" x 11" Sign Holder Frame & Base Complete: Consists of Frame $+$ Multi Use Base $+$ Multi Use Pole 48 5/8" x 14 1/8"	19.6 lbs		
161707	22" x 28" Sign Holder Frame & Base Complete: Consists of Frame + Stanchion Top Ring + Multi Use Base + Multi Use Pole 69 1/8" x 22 3/8" x 14 1/8"	21.9 lbs		
Parts & Accessories				
161787	8.5" x 11" Frame ONLY Sign Holder 8 5/8" x 12 1/2" x 3 1/2"	2 lbs		
161717	22" x 28" Frame Only Sign Holder 22 1/8" x 29 3/8" x 3 1/2"	4.3 lbs		
161998	14" diameter Multi Use Base - All steel, polished chrome - 14 1/8" diameter 1 3/8" H	11.1 lbs		
161999	37 1/2" Multi Use Pole, all steel and polished chrome - 2" Diameter 36 3/8" H	4.2 lbs		

# **Coat Racks & Coat Trees**

Use coat tree extension with multi functional base & pole for additional savings.

# **Product Features:**

- Polished Chrome finish, All steel construction
   Easy assembly (3 pieces Coat Tree, 4 pieces Coat Rack)
   Uses multi functional base & pole

# **Product Details:**

- Coat Tree: Total Height (incl. coat tree extension & pole) 70"
  Coat Rack: Total Height 69 5/8" H
  Coat Rack: Dimensions: 62 3/4" x 23 1/4" x 69 5/8" H

item no.	Description	Weight
161702	70" high Clothes Tree - consists of 3 pieces: 14" diameter Base, Pole & Clothes Tree extension that disassembles for easy storage, All Steel, All polished chrome	19.5 lbs
161701	EXPO Clothing Rack	32 lbs
Parts & A	ccessories	
161712	32" Clothes Tree Extension, polished chrome, all steel, 8 hooks $$ 6 1/4" wide $\times$ 34" H	4.2 lbs
161998	14" diameter Multi Use Base - All steel, polished chrome 14 1/8" diameter x 1 3/8"H	11.1 lbs
161999	37 1/2" Multi Use Pole, all steel and polished chrome - 2" diameter x 36	4.2 lbs



At Midas Event Supply, Custom Manufacturing is an important component of our service matrix to the Party Rental, Catering and Club marketplace.

We manufacture and distribute a broad range of party rental equipment for the North American market. Our Party Rental Trade catalog contains hundreds of in stock items such as chairs, tables, umbrellas, crates, and linens manufactured in a variety of materials; resin, wood, steel, aluminum, canvas and such.

However, when a slight modification to an existing product is required OR a new concept on paper needs to be fast tracked to prototype and subsequently to production, call MIDAS for a consultation.

# **Modifications to Standard Products**

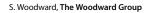
Alternate finishes and/or materials are common requests that normally require minor alterations at our factories. Typically, customers require matching to existing stock where the former manufacturer is out of business or has discontinued making that item. Perhaps, in light of competition, the customer cannot access the product at a price that makes it economically feasible. MIDAS has a history of meeting these special needs quickly & efficiently whether it is a specially formulated paint for a chair, a custom size for a table, a new color for a seat pad, a special color for our storage crates ...



"We were able to combine an order for a custom modified seat pad with MIDAS's stock chairs and save thousands on direct container delivery to our facility..."

A. Pennington, Classic Party Rentals

"Custom size plywood tables are a rule, not an exception, in our business. We use MIDAS often for custom sizes normally unavailable elsewhere."





"The MIDAS Plate Crate (KD) is a great design idea but we needed a custom color and artwork to match our existing products. MIDAS was up to the challenge and worked with us to meet our guidelines."

John Bibbo, Jr. Event Source

# New Products From Concept or Prototype to Production

New applications can arise from remanufacturing popular products with inherent design deficiencies. An example was the MIDAS Plate Crate – customers wanted a strong plastic crate that would safely accommodate fine china but didn't want to pay the significant freight costs associated with shipping. MIDAS custom manufactured a crate that would ship KD and could be assembled with no tools required. Freight costs from factory to warehouse and subsequent shipping to customers were reduced over 50%.

"Remanufacturing the basic milk crate (KD) was an excellent design choice, freight savings were really attractive and I was able to customize them for our company..."

S. Marshall, Arizona Tents & Events



**New applications can also arise from** brilliant customer ideas on design and functional usage. On the strength of their experience in providing bar service to the party and event rental industry. Ultimate Bars developed the perfect portable bar application – one that would combine bar service functionality, brilliant design and ease of portability. To bring it to market at an affordable price, they turned to MIDAS's custom manufacturing services.

"This was a very detailed and, in some ways, difficult undertaking. MIDAS had to manufacture strictly from drawings without the benefit of our direct oversight. Considering the time limitations involved and approvals only by digital means, it was a heck of an effort by MIDAS and their craftsmen"

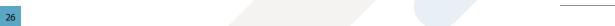
T. Crivaro, Ultimate Bars



# **Getting Started**

MIDAS can work from sample or drawing and, depending on the application, everything is done completely in house at our two factories. Both factories feature a wide array of specialized equipment including injection molding machines, powder-coating facilities, steel fabrication and CAD technologies.

- Reach out to a MIDAS representative by phone, email or at a trade show. Describe your project and what is available sample, CAD/engineered drawings, conceptual sketches or just an idea.
- MIDAS will draft a proposal with preliminary pricing and timelines required for your project.
- Custom projects require a 50% deposit work begins on receipt of your Purchase Order + deposit.
   Payment acceptable via major credit card or company check.





# **Testing Protocols/Certifications/Insurance**

### Early in our firm's history we recognized the importance of testing our equipment to meet or exceed industry standards

In 2005 we conducted laboratory testing of our resin folding chair and other competitive models. The chairs were tested using American National Standard (ANSI-BIFMA X5.4) testing protocols. While the testing was quite expensive, we decided to set up similar testing apparatus in our factories so that production runs could be tested on a random basis to ensure conformity to American safety standards. We continue this practice today.

Various state and federal government organizations also require testing of equipment to comply with safety rules and regulations. Among the certifications Midas is required to maintain are

- California Fire Code 119 flammable fabrics/cushions
- · License from Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation
- CPSIA (Consumer Product Safety Improvement Act) paint toxicity testing

Occasionally customers will require U.S. engineer stamped drawings approving construction methods and materials. For example, Midas utilizes a U.S. civil engineering firm to review and approve drawings for its material handling carts. The engineer reviewed such items as type of steel utilized, type and number of welds, quality of fasteners etc. CAD drawings were reviewed followed by physical examination of the product in question. In this example the engineer cited International and California Building Codes ASCE, ANSI as standards for his certification.

### Insurance

### Midas Event Supply's Certificate of Liability Insurance is available upon request.

We maintain excellent standards of coverage through a Commercial General Liability policy augmented by additional umbrella coverage through a major American carrier. That same carrier provides coverage for Worker's Compensation and Employer Liability.

When you purchase rental and event equipment. take the extra step to ensure your vendor has made the investments necessary to test and certify to U.S. standards and that they carry adequate insurance coverage in case of mishap.



Back & Stock Unit Ex

The Midas Story

The genesis of Midas Event Supply was rooted in a very simple and straightforward proposition.

For many years the Party Rental industry faced a stark purchasing choice: buy U.S. made quality equipment at prices that made it difficult to turn a profit OR take a chance with imported equipment that promised the right price but dubious quality. After numerous years in the business MIDAS principals recognized the advantages of well priced quality imports for party rental professionals and set out to deliver it. Frankly it required a new approach: instead of buying existing imports from faceless factories overseas and keeping fingers crossed that production would not be materially different from samples, MIDAS went into partnership with factories that promised a commitment to U.S. standards of quality. MIDAS has worked onsite to upgrade equipment, production processes and quality control in those factories. It took some time but the effort was rewarded with competitively priced, quality equipment that is tested daily to various American production standards. As a result, from 2003 to 2008, Midas sales increased an average of 20-25% per year.

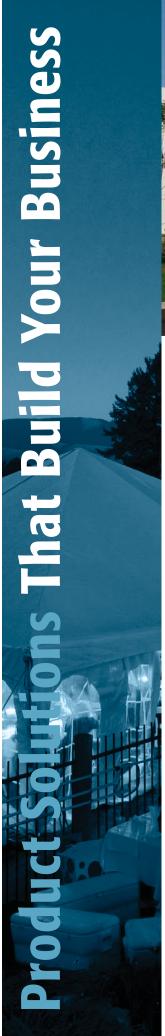
As we recounted in the original Midas Story 16 years ago, the genesis of the company was rooted in a very simple and straightforward proposition. Find innovative means to produce cost effective, quality products that will help our customer's build their businesses. We were able to accomplish that by controlling production at the source instead of importing from faceless factories and hoping the quality would meet our standards. We continue to adapt to customer and market requirements, shifting some of our buying to US based companies and increasing our assembly operations in the US. Our international operations have Midas staff closely integrated with our suppliers and, in fact, one factory is 100% dedicated to producing Midas products. That level of integration underscores our commitment to ensuring all production is to US standard. Midas has also expanded it's operations in the EXPO field, manufacturing material handling carts and other EXPO products for the largest tradesho

Thank you to our customers who have made this possible.

# Need Help With Product Assembly? Check out the many videos at: www.MidasEventSupply.com

# **Instructions For:**

- Bag Holders
   Banquet Table Trucks for 6' & 8' Banquet Tables
- Bar Top Tables for 6' & 8' Banquet Tables & Small, Medium and Large Serpentine Tables Chair Carts for Champ, Champ Fanback, Revolution, Classic and Comfort folding chairs
   Charger Plate Crates
- Charger Plate Crate Dividers
- Chiavari Chair & Barstools
   Classic Wood Folding Chair Replacement Seat Pads
- Clip Rod Supports
- Comfort Wood Folding Chair Replacement Seat Pads · Contemporary Black Metal Swivel Barstool
- Dinner Plate Crates (Large)
   Dinner Plate Crates (Small)
- Literature Holder
- Pedestal Table Cart for 30" & 36" Round Pedestal Tables
- · Pedestal Table (Resin Blow Mold)
- Pedestal Table (Wood)
- Revolution Non-Wood Folding Chair Replacement Seat Pad
- . Round Table Cart for 48", 60" and 72" Round Folding Tables
- Stanchions





# **U.S. Distribution Center**

4495 East Wall Street, Unit #105/106 Ontario, California 91761

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To request additional information on our products, services, website etc. **info@midaseventsupply.com** 

For sales assistance for new orders or inquiries sales@midaseventsupply.com

For customer service assistance on existing orders **service@midaseventsupply.com** 

To request an RMA (return merhandise authorization) **returns@midaseventsupply.com** 

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