



**Town of Fountain Hills**  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Phone: 480-816-5100  
Fax: 480-837-3145  
[www.fh.az.gov](http://www.fh.az.gov)

**REQUEST FOR QUOTATION  
FOR  
PROFESSIONAL EVENT EQUIPMENT RENTALS**

**C2017-011**

**All quotes due by June 6, 2016, 3:00 P.M., Local Time, Phoenix, Arizona.**

The Town of Fountain Hills (the "Town") is seeking a licensed and qualified Vendor to provide all material and labor required as described below on an as-needed basis for a period of one year.

**Section I – Project Information**

Vendor will provide high quality, competitively-priced, equipment rental services for professional events.

**Section II – Instructions and Conditions**

1. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the Town chooses to move forward with a pending project and proper authorization and documentation have been approved. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement. However, this Agreement will not exceed \$4,999.00.
2. All quotations must contain the quoting firm's name and be signed by an authorized agent, officer or employee.
3. Award will be made to the Vendor whose quotation is the most advantageous to the Town.
4. Please attach your Quotation behind the Exhibit A cover sheet and submit this document to the address above.

If you need additional information or have questions please contact Grace Guetter by email [gguetter@fh.az.gov](mailto:gguetter@fh.az.gov).

**Section III – Pricing**

The Quotation shall be attached hereto as Exhibit A and shall contain pricing. **Note:** Prices offered shall include applicable state and local taxes.

**Section IV – Execution and Submission**

By executing this document and submitting a quotation to the Town of Fountain Hills, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated April 14, 2016, as set forth on the Town of Fountain Hills website (<http://www.fh.az.gov/164/PO-Terms-Conditions>), which are incorporated into

and become a part of the company's quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions, dated April 14, 2016. By signing below the company is offering to provide the services set forth in Exhibit A and upon written acceptance of the company's offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above. \* See Attached Addendum to 1.2

Signature:  Date: 6/15/16  
Printed Name: Brent Mabb Title: Account Manager  
Company Name: PROEM Party and Event Rentals  
Address: 1450 E. Grant Street  
City: Phoenix State: AZ Zip: 85034  
Email Address: brent@PROEM.org Telephone No. (602) 828-1094

Quotations for \$30,000 or greater will not be authorized and will require a formal procurement process.

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Fountain Hills Use Only)**

The Vendor Offer is hereby accepted. The Vendor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

Town of Fountain Hills, an Arizona municipal corporation

 Date: 6/27/2016  
Grady E. Miller, Town Manager

Town Attorney Approval: 1106060

EXHIBIT A  
TO  
REQUEST FOR QUOTATION  
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[Vendor's Quotation]

- 1.2 Indemnification. To the fullest extent permitted by law, Vendor further agrees to indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods, the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of a Contract, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the Town, ~~whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence~~ other than accidents due to the sole negligence of the Town, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in a Contract and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the Town involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in materials or workmanship.