

**Request for Proposal:  
Structured Cabling Replacement – Recreation Center  
and Fleet Building**

June, 2025

Town of Avon  
100 Mikaela Way  
Avon, Co. 81620

**Overview:**

The Town of Avon is soliciting proposals from qualified contractors to remove existing Ethernet cabling and install new structured cabling systems in two municipal buildings: the Recreation Center and the Fleet Building. This project aims to modernize the network infrastructure to meet current and future bandwidth demands, support operational reliability, and comply with industry standards.

**Background:**

The existing Ethernet infrastructure in both buildings consists primarily of legacy CAT 5 cable. These facilities are older buildings that have been remodeled and retrofitted multiple times without updating the network cable infrastructure. These cables are nearing or beyond their service life, and some sections have been compromised due to physical degradation and capacity limitations. The Town is undertaking this project to ensure all work areas have reliable, high-performance connectivity to support current IT systems and planned technology expansions.

See Appendix A for the list of physical addresses of the facilities.

**Scope of Work:**

The selected contractor shall provide all labor, materials, tools, equipment, and services necessary to remove existing Ethernet cabling and install new structured cabling systems in the Recreation and Fleet buildings. The scope of work includes, but is not limited to, the following:

- **Mandatory Site Assessment (Pre-Bid Requirement)**
  - A site assessment is required prior to bid submission. All prospective bidders must perform an on-site walkthrough of both buildings to verify existing conditions, cable paths, access points, and drop locations.
  - Site assessments will be scheduled through the Town's IT Department. Failure to complete a walkthrough will result in the vendor being disqualified from bidding.
- **Demolition / Removal**
  - Remove all existing Category 5/5e cabling and associated components that are being replaced.
  - Remove abandoned cabling in accordance with NEC and local codes.
- **Installation of New Cabling**
  - Furnish and install new Category 6A, plenum-rated, UTP Ethernet cabling throughout both buildings.
  - Install new cabling from designated IDF/MDF closets to each workstation or device location.
  - Include cabling for network drops, wireless access points, VoIP phones, and any other specified endpoints.
  - Cabling shall be home-run to patch panels in the IDF/MDF.
  - Provide a 20-foot service loop at both the patch panel and device ends of each run, neatly coiled and secured above the ceiling or in the nearest accessible location.
- **Termination and Components**
  - Terminate all cables on new patch panels (in racks) and wall jacks using T568B wiring standard.
  - Provide and install new wall plates and faceplates as required.
  - Provide all necessary mounting hardware, raceways, or conduits where applicable.
- **Labeling and Documentation**
  - Label all cables at both ends (patch panel and faceplate).
  - Provide a cable legend and as-built diagrams showing the location of all drops.
  - Document all cable test results using certified cable testing equipment.
- **Testing and Certification**

- Test each cable run in accordance with ANSI/TIA-568 standards.
- Submit certification reports showing compliance with Cat6A performance.
- Cleanup and Restoration
  - Repair or replace any building surfaces (ceiling tiles, drywall, etc.) that are disturbed during installation.
  - Remove all work debris and leave areas clean.
- Coordination
  - Work must be coordinated with the Town IT Department to minimize disruption. The facilities are occupied and will have staff and guests.
  - Work should be performed during normal business hours.
- Warranty
  - Provide a minimum one-year workmanship warranty on all installed cabling.
  - Pass-through manufacturer warranties for all cabling and materials.
- Estimated Quantities
  - The following are estimated cable run quantities for bidding purposes. Final quantities may vary slightly based on actual site conditions and will be confirmed during the mandatory site walkthrough.

<b>Location</b>	<b>Estimated Number of Runs</b>
Recreation Center	40 runs
Fleet Service	36 runs

**Vendor Qualifications:**

Vendors must meet the following minimum qualifications:

- Proper licensing and bonding in the State of Colorado.
- General liability and workers' compensation insurance.
- Minimum of three (3) references for structured cabling projects of similar size and scope.
- BICSI-certified technicians or RCDD on staff preferred.
- Compliance with OSHA and environmental safety regulations.

**Deliverables:**

- Fully installed and tested Cat6A cabling system in both buildings.
- 20-foot service loop at both ends of each cable run.
- Clearly labeled and documented infrastructure (as-built).
- Cable test certification reports.
- Warranty documentation.

**Proposal Requirements:**

All proposals must include:

- Company overview and experience.
- Project team qualifications and certifications.
- Detailed pricing breakdown (labor, materials, equipment).
- Unit pricing for installation services.
- Project timeline and key milestones.
- As-built documentation commitment.
- Copy of insurance and licenses.
- Three client references.

**Evaluation Criteria:**

Proposals will be evaluated based on:

- Responsiveness and completeness.
- Cost and value.
- Relevant experience and qualifications.
- Schedule and timeline.
- Warranty and support provisions.

**Project Timeline:**

Milestone	Date
RFP Issued	6/23/2025
Mandatory Site Walkthrough Deadline	7/18/2025
Final Questions Due	7/30/2025
Proposal Submission Deadline	8/1/2025
Vendor Selection Notification	8/11/2025

*Note: The Final schedule will be coordinated with the Town and the general contractor.*

**Submission Instructions:**

Submit one (1) electronic PDF version of the proposal by 4:00 PM MST on 8/1/2025 to:

Robert McKenner  
Chief Information Officer  
Town of Avon  
Phone: 970-748-4034  
Email: [RMcKenner@avon.org](mailto:RMcKenner@avon.org)

Late submissions will not be accepted. All materials submitted become the property of the Town.

**Terms and Conditions:**

- The Town reserves the right to reject any or all proposals and waive informalities.
- This RFP does not commit the Town to award a contract or pay proposal preparation costs.
- The Town will select a vendor based on demonstrated qualifications and overall value.
- No reimbursement will be made for costs incurred before the execution of a contract and formal notice to proceed.
- The Town retains the right to negotiate with other firms if a contract cannot be reached with the selected proposer.

**Contractor Requirements & General Provisions:**

- The contractor shall ensure all work conforms to the specifications described herein and will be responsible for correcting any deficiencies or violations, including any penalties arising from such violations.
- All cost estimates submitted in response to this RFP must be honored unless written approval for changes is granted by the Town.
- Contractors must comply with all applicable local, state, and federal laws concerning safety and environmental protections during performance.
- Contractor's responsibilities include:
  - Providing solutions that maintain manufacturer warranties for all components.
  - Providing direct access to technicians and a project/service manager capable of providing timely support.
  - Receiving written approval from the Town for any changes in scope. No payment will be made for unauthorized work.
  - Submitting as-built documentation in electronic format upon project completion.
  - Providing unit pricing in the bid submittal.
- The selected vendor must accept and execute the Town of Avon's Independent Contractor Agreement as a condition of the contract award. See agreement in Appendix B.
- All questions regarding this RFP must be directed at:

Robert McKenner, Chief Information Officer  
970-748-4034  
[RMcKenner@avon.org](mailto:RMcKenner@avon.org)

**Appendix A**

Avon's Recreational Center  
90 Lake Street  
Avon, Co. 81620

Avon Fleet Service  
500 Swift Gulch Road  
Avon, Co. 81620



**2025 Independent Contractor  
Service Agreement**  
For \_\_\_\_\_  
("Project Name")

This Independent Contractor Service Agreement ("**Agreement**") dated as of \_\_\_\_\_, 2025, is between the Town of Avon, a Colorado home rule community ("**Town**"), and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_ whose business address is \_\_\_\_\_ ("**Contractor**" and, together with the Town, "**Parties**").

**Services:** Contractor agrees to provide services ("**Services**") as described in the proposal ("**Proposal**") attached hereto and incorporated herein as **Exhibit A**. To the extent the provisions of this Agreement conflict with the Proposal, the terms of this Agreement shall control. Contractor shall provide and complete the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Colorado. Contractor hereby warrants that it has the workforce, training, experience, and ability necessary to properly complete the Services in a safe and timely fashion. Contractor will comply and cause all of its employees, agents, and subcontractors to comply, with applicable safety rules and security requirements while performing the Services.

**Independent Contractor:** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement, or any other document attached or referenced herein, to have entered into any partnership, joint venture, employer/employee, or other relationship with the Town other than as a contracting party and independent contractor. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

**Insurance:**

**Minimum Amounts.** The Contractor shall obtain and shall continuously maintain during the Term (as defined herein) of this Agreement insurance of the kind and in the minimum amounts specified in this **Section 3.1**. The Required Insurance (defined below) shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the Town as a Certificate Holder.

Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees, and agents as additional insured parties.

**Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this **Section 3. INSURANCE** and its subsections, insurance shall conform to all of the following:

For Required Insurance and other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

For Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.

For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

**Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 3. INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.



**Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the Town applicable certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 3. INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

**Payment:** Payment for Services shall be due only after the Services are completed to the Town's satisfaction, which satisfaction shall be determined by the Town in its sole and reasonable discretion, and after Contractor has submitted an invoice for the amount due complete with the Contractor's taxpayer identification number or social security number. Town shall pay Contractor within thirty (30) days after an invoice in proper form is submitted to Town.

**Town Unilateral Termination:** Town may terminate this Agreement without cause upon delivery of written notice to the Contractor at least ten (10) days prior to the effective date of termination or may terminate this Agreement immediately upon delivery of written notice if Contractor fails to provide the Services in accordance with the terms of this Agreement.

**No Waiver of Governmental Immunity:** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

**Affirmative Action:** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**No Third-Party Beneficiaries:** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant, or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

**Limitation of Damages:** The Parties agree that Contractor's remedies for any claims asserted against the Town shall be limited to proven direct damages in an amount not to exceed payment amounts for Services due under the Agreement and that the Town shall not be liable for indirect, incidental, special, consequential or punitive damages, including but not limited to lost profits.

**Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Town, its members, affiliates, officers, directors, partners, employees, and agents from and against all

claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of the performance of the Services, provided that any such claim, damage, loss or expense is caused by any negligent act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, except to the extent any portion is caused in part by a party indemnified hereunder.

**Governing Law, Venue, and Enforcement:** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Eagle County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**Term.** The provision of Services under this Agreement shall commence on \_\_\_\_\_, 2025 (the "Effective Date") and will terminate on \_\_\_\_\_, 2025 (cumulatively, the "Term"); provided, however, under no circumstances will the Term exceed the end of the current Town Fiscal year (January 1 – December 31). The Contractor understands and agrees that the Town has no obligation to extend this Agreement's Term or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing, the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the Town Council and the Contractor and such extension do not alter or amend any of the terms or provisions of this Agreement.

**Article X, Section 20/TABOR.** The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Avon, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**Background Check.** A background check of Contractor and any Contractor's employees or subcontractors may be required by the Town. Contractor can provide proof of a CBI check within the past six (6) months and shall provide a copy prior to the commencement of any Services (this can be acquired online by going to [www.colorado.gov](http://www.colorado.gov)) or the Town will conduct the background check and provide a submission form to be completed by the Contractor.

**15. Assignability.** The Contractor shall not assign this Agreement without the Town's prior written consent.

**16. Survival Clause.** The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

**17. Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**18. Attorney’s Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

**AGREEMENT READ, UNDERSTOOD, AND APPROVED:**

**TOWN OF AVON**

**CONTRACTOR**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Nina P. Williams, Town Attorney**

**EXHIBIT A**

**("Proposal")**