

WARREN COUNTY, PA

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# Broadband Expansion Consulting Services

REQUEST FOR PROPOSAL



December 13th, 2022

## REQUEST FOR PROPOSALS

### Introduction

The Warren County Board of Commissioners is eagerly searching for consultant services to continue to build off of the momentum from recent feasibility studies and the federal push to provide funding to close the gaps in broadband equity. The County is looking for a consultant partner for at least the next 3- 5 years. The initial term will be for one (1) year, with an option to extend and renew each year for a total length of up to five (5) years. Once a consultant is selected, the goal is to establish a framework to secure funding, write RFPs for ISP partners, and implement projects as quickly as possible.

Below is the timeline for the submission of proposals, evaluation of proposals, and award of the contract:

- Distribute the request for proposals (RFPs): Tuesday, **December 13, 2022**
- Deadline for submission of questions regarding RFP: 4:30 PM Friday, **December 31, 2022**
- Deadline for submission of proposals: 11:00 AM Monday, **January 23, 2023**
- Commissioners award contract: Wednesday, **February 8, 2023** (tentative)

### Submission of Proposals

#### A. Proposals Due:

Sealed proposals must be received by the Chief Clerk of Warren County, 204 4<sup>th</sup> Avenue, Warren, PA 16365, by 11:30 AM Monday, January 23, 2023. **LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED.** Proposals must be submitted in a sealed package, with the proposer's name and address on the outside of the package, along with the designation: "Broadband Expansion Services." One (1) original signature master copy shall be included in the package along with two (2) duplicate copies and one (1) digital version on CD/DVD/USB flash drive. The County reserves the right to accept or reject any or all proposals.

Proposals will be opened and read aloud at the regular Commissioners Work Session in the Courthouse on January 23, 2023, at approximately 12:00 PM.

#### B. Questions Regarding the RFP:

Questions about the RFP may be submitted by email to Pam Matve at [pmatve@warrencountypa.gov](mailto:pmatve@warrencountypa.gov) and must be received no later than 4:30 PM on Friday, December 31, 2022 to be considered for answer and possible inclusion in an addendum.

#### C. Withdrawal of Proposals:

Proposals may be withdrawn by a proposer at any time up to the deadline for submission. After said deadline, proposals must remain firm (subject to negotiation of terms as provided for in these specifications) and cannot be withdrawn for a period of thirty (30) days.

D. Familiarity with Proposed Work:

The proposer certifies that they have carefully considered the work proposed and the terms of the RFP to determine for itself the difficulties and requirements incidental to the prosecution of the work, and that the submission of a proposal is considered conclusive evidence of such examination. If it becomes necessary to revise any part of this RFP, an addendum will be issued. It is the responsibility of each submitting proposer to make themselves aware of all addenda issued, since all addenda will become part of the contract document whether received by the proposer or not.

## Procedure for Award of Contract

A. Proposal Review:

1. Proposals received will be evaluated and reviewed by representatives from the Warren County Board of Commissioners. Following evaluations of written proposals, some firms may be selected for interview in order to determine the firm deemed best qualified.
2. Proposals that do not meet the mandatory requirements will be considered non-compliant.
3. The County reserves the right to waive technicalities and to reject any or all proposals in the best interest of the County.

B. Interviews, Selection of Finalists, and Negotiation of Contract:

1. Proposers may be asked to attend interviews with County officials.
2. After review of proposals and conducting interviews (if any), County staff may be authorized by the County Commissioners to commence negotiation for a contract with the proposer recommended for the award. The Commissioners will be the signatories on any contract entered into as a result of this RFP. If a satisfactory contract cannot be negotiated with the proposer deemed most qualified within a reasonable period of time as determined solely by the County, negotiations with that proposer will be suspended, and negotiations shall be undertaken with the firm ranked second most qualified. Should a satisfactory contract not be negotiated with either of these firms, additional firms may be selected in order of their qualifications as established by proposal review and/or interview, as applicable, and negotiations entered into as outlined above. The County reserves the right to cancel or re-issue the Request for Proposal.
3. The proposer agrees to negotiate in good faith with the County to enter into a formal contract with the County, with such contract substantially incorporating the terms and conditions in the RFP. The contract will incorporate, in order of precedence, the following:
  - a. The contract;
  - b. The terms and conditions contained in this RFP;
  - c. The proposal submitted by the proposer.

C. Contract Award:

1. Based on the proposal, interview, and any other information which may be requested and obtained by the County, the County intends to enter into a contract with the proposer deemed most qualified to successfully provide these services for one (1) year with the option of renewal for up to four (4) additional one-year terms on a year-to-year basis at the option of Warren County.
2. The successful proposer shall commence work only after the transmittal of a fully executed contract. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.
3. The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

## Purpose

Warren County is seeking proposals from qualified consultants to assist in the targeted expansion, construction, and deployment of broadband infrastructure and service to areas of the County that do not have access to the internet, or whose connection is insufficient to carry out everyday tasks. Not only is the County interested in expanding the network to those in need, but it is also looking to address affordability to ensure that access can be achieved at a reasonable cost. Subsequent to the award of this RFP, the County intends to apply for grant funding which would then be awarded to one or more Internet Service Providers (ISP), nonprofit, and/or publicly owned and operated provider for the deployment of internet service throughout the County. Because of the size, diversity, and nature of Warren County, the County recognizes that numerous options and relationships may be needed for successful deployment.

## Background Information

The County was already studying the speed and availability of broadband throughout its 27 municipalities when the coronavirus pandemic exacerbated the need to be digitally connected. Even more so than before, the circumstances called for individuals, families, and businesses to have access to reliable internet to attend school, conduct business, and for telemedicine.

The Northwest Commission produced a Community Technology Action Plan which included information on the potential for expanded internet as well as the justifiable need for broadband expansion in the northwest region, including Warren County.

Since the completion of that study, technology has evolved, and the landscape has been ever-changing due to the circumstances surrounding the pandemic. Therefore, goals and recommendations for broadband expansion have also evolved.

Warren County has also been working with its IT provider, Insight Technologies, to use all available data to begin the process of mapping areas that would be potential targets for expansion using a collaborative approach.

The Warren County Board of Commissioners is seeking to further the work of the Northwest Commission,

the local providers and other collaborators to expand internet access for residents who lack access to broadband at 100 Mbps download and 100 Mbps upload speeds. The County recognizes the challenges of deploying broadband in rural areas or areas with complex terrain, and therefore, a consultant will be crucial in helping coordinate the many different needs of the County in increasing access to reliable broadband.

## Statement of Needs

The County is looking for a written proposal from a technical consultant that can help increase broadband access to unserved and underserved homes and businesses within the County. A qualified candidate would have previous experience with network expansions and would be ready to hit the ground running to aggressively secure funding. An ideal candidate would also already have existing relationships with the ISPs in Warren County and would help to cultivate and maintain partnerships with stakeholders.

The County realizes that there is already existing infrastructure owned by private ISPs, and therefore, the goal is to enter into partnerships with those entities to make it financially feasible for them to expand access to those in under and unserved areas. Overall, the County is looking for long-term solutions to broadband access. Therefore, infrastructure solutions should meet a minimum of 100 Mbps download and 100 Mbps upload speeds. To future-proof the infrastructure and technology, the County will prioritize laying fiber to target areas (where possible) rather than utilizing wireless technology. It will also be looking to enter into agreements with ISPs to guarantee their rates stay affordable, ensuring potential access for all.

This RFP outlines the scope of work that the County envisions for a consultant to help expand broadband access throughout the County. Please note that the scope of the project may be revised, expanded, or reduced before an agreement is executed between the consultant and the County. The County intends to enter into an agreement with the selected consultant after negotiating hourly rates and fees for services and a maximum not-to-exceed dollar amount to complete the scope of work. Any contract resulting from this RFP shall have a term limit from the date of execution through twelve (12) months and shall be renewable for up to four (4) additional one (1) year terms at the option of Warren County. Prices shall remain fixed during the initial term of the agreement.

## Scope

*Term* – Any consultant wishing to be awarded this project must be committed to supporting the County for a period of 3-5 years.

*Overall* – All elements below are to be considered on an “as needed” basis.

- Additional data collection, if necessary, in order to make informed decisions
- Facilitation of public engagement and collaboration between the County and stakeholders
- Identifying and applying for funding opportunities

- Project design, mobilization, and implementation

*Data Collection and Planning:*

- Assist with fieldwork and data collection activities to develop and/or enhance various broadband connectivity datasets
- Provide photography and video support services, using drones and/or other methods, to document existing broadband assets
- Provide insight on internet service providers near project areas
- Help the County review and analyze existing data, reports, and feedback to determine development and investment strategies and tactics to expand broadband infrastructure
- Create target project areas and a preliminary feasibility-level network design that takes into consideration topography, technology, and long-term growth
- Assist the County with the prioritization of identified targeted areas that include a systematic and phased approach to development and investment
  - Strategies and tactics could vary depending on area of the County, conditions of the system, and objectives determined by the County and taskforce
- Provide financial forecasting and figures such as a proposed budget for a project area

*Engagement and Collaboration:*

- Facilitation of meetings and management of the County's broadband taskforce to secure meaningful feedback in an effort to define the vision, goals, and objectives of the County's broadband initiative
- Development of content, data, mapping, visuals, and reports to support discussions with taskforce, Board of Commissioners, stakeholders, residents, businesses, etc.
- Serve as the point of contact (POC) between the County and broadband providers, as well as other stakeholder groups
- Facilitation of meetings and discussions to obtain meaningful feedback from the Warren County Board of Commissioners, stakeholders, residents, businesses, etc. when required
- Assist with facilitation and strengthening of federal, state, local, and private partnerships regarding broadband deployment projects and associated programs
- Support the development and implementation of public engagement strategies, and specialized outreach programs and products related to regional broadband connectivity
- Identify and explore emerging technologies for operational/economic optimization opportunities such as autonomous vehicles

*Funding Mechanisms:*

- Monitor and track federal, state, and other connectivity funding opportunities
- Assist with grant program identification, application submission, and activity and progress reporting, as dictated by individual programs
- Advise on innovative funding mechanisms such as P3s, special tax districts, etc.
- Conduct cost/benefit analyses for a range of connectivity-related programs and projects

- Assist with financial analyses regarding access to and utilization of various existing broadband connectivity funding resources, as well as proposed matches from ISPs
- Provide information to ISPs on potential grant funding for private entities to expand broadband to unserved and underserved areas of the County

*Design and Implementation:*

- Develop preliminary cost estimates and design concepts for broadband connectivity deployment projects as well as other local and regional connectivity programs
- Assist with the development of RFPs to identify potential broadband providers for multiple and separate project areas
- Review proposals and provide recommendations
  - Recommendations to be based upon identified County goals and objectives, funding type and availability, and consultant's experience and knowledge of broadband provider(s)
- Examine programmed transportation projects within areas of identified broadband connectivity needs and determine if deployments could be included with programmed improvements
- Coordinate with PennDOT, PA Turnpike Commission, and other local infrastructure owners and public utility providers
- Review engineering plans and drawings related to broadband deployment projects
- Assist with state and local permitting and highway occupancy permitting processes
- Recommend potential actions from a time and cost standpoint that could be taken at the project level to streamline deployments
- Identify and adopt the fastest and most future-proof technology feasible. The County considers fiber optic technology the most desirable and generally prefers wired over wireless technologies
- Advise on maintenance

*Serve as Project Manager to:*

- Ensure projects are meeting County goals and objectives
- Engage in negotiations with private broadband providers
- Discuss County funding obligations
- Develop project timelines that require ISPs to complete their work in a timely manner
- Ensure projects are completed according to the contractual obligations including providing periodic written reports on project status and closeout
- Review and approve or deny all payment applications
- Review change of scope and budget requests and provide recommendations
- Provide the County general support, identify solutions, and resolve disputes between the County and broadband provider(s)
- Provide construction sequencing and oversight
- Oversee permitting
- Manages materials

## Submission Requirements

Interested parties are requested to provide a detailed submission that adequately addresses the criteria, goals, and considerations stated in this document. Following an evaluation of proposals, the County intends to select a consultant and enter into an agreement for services in January 2023. Should we take interest in your proposal, we may wish to discuss and develop a refined scope, collaboratively.

The following must be included in your proposal:

1. Introduction – Briefly explain why you are interested in the project, your qualifications, and why you should be selected. Limit one (1) page.
2. Relevant Project Experience – Discuss your expertise in broadband planning and deployment including work with municipalities, counties, nonprofits, and/or ISPs. Limit of three (3) projects at two (2) pages for each project.
3. Capacity – The County understands that the demand for a consultant to help expand broadband access is high; therefore, please discuss your company’s capacity to take on this project and your strategy for future requests from other entities. Limit one (1) page.
4. Local Knowledge and Experience – Indicate your level of understanding of the broadband network in Warren County. Limit one (1) page.
5. Team Composition – Provide an organization chart that identifies a project manager, facilitators, support staff, and/or subconsultants (if any) who will constitute the working team. Briefly explain team members’ roles and relevant experience. Limit two (2) pages.
6. Project Approach – Highlight the methods, processes, timelines, and/or innovative tools/practices you plan to incorporate into this process. Limit three (3) pages.
7. Project Scope and Schedule – Use your technical expertise to provide a detailed description of the steps/actions you believe are necessary to expand broadband access to the unserved or underserved, as well as ensuring affordability.
8. Communications – Highlight the methods, depth, and timing of communication with various stakeholder groups including County Planning & Development staff and taskforce, local officials, private ISPs, nonprofit organizations, and the general public. Limit two (2) pages.
9. Deliverables – List the product(s) you will provide to the County. Limit one (1) page.
10. Budget – Provide a detailed time and materials price proposal for the first and subsequent years.
11. Disadvantaged Business Enterprise (DBE) Certification – Although not required, if the submitting contractor or subcontractors are a woman-owned business, minority-owned business, or other DBE, please provide documentation.
12. References – Provide a minimum of three (3) references including contact name, client name, project, role(s), address, phone, and email address.



13. The successful proposer must provide certificates of insurance made out to the County of Warren, indicating that the below listed insurance requirements are in force:
  - a. General Liability: Limits of \$1,000,000 per occurrence/\$2,000,000 aggregate at a minimum.
  - b. Worker's Compensation: Statutory benefits; employer's liability. \$500,000 one accident and aggregate disease. The proposer's carrier will waive all rights of subrogation against the County.
  - c. Automobile Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability, covering owner, non-owned, and hired vehicles.
  - d. Professional Liability: Limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.  
Additionally, any professional who will render professional services will provide the County with evidence of professional liability insurance with policy limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - e. Excess coverage insurance in the minimum amount of \$2,000,000 shall be required covering general liability, automobile liability, and employer's liability policies.
  - f. The successful proposer must submit proof of insurance for each subcontractor, naming the County as additional insured in the amounts specified in paragraphs a-e.  
Warren County, its officers and employees must be named as additional insured parties on all liability policies, except professional liability and workers compensation.
14. Please attach a copy of a sample contract.

## Proposal Evaluation

Proposals will be evaluated by Warren County Department of Planning and Development staff and the broadband taskforce, with recommendations made to the Board of Commissioners for final decision.

### Evaluation Criteria

County Planning & Development staff and the taskforce will be evaluating proposals based on the following:

- Overall quality and completeness
- Team composition, qualifications, and experience
- Capacity
- Local knowledge and understanding
- Approach and scope
- Schedule
- Communications
- Cost

## Additional Terms and Conditions

In addition to the preceding sections of this RFP, the contract will incorporate the following General Terms and Conditions.

A. Independent Capacity of Contractor:

The contractor, its employees, agents, and those of any approved subcontractors are independent contractors and are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the County.

B. Prohibition Against Assignment:

The contractor shall have no authority to assign or subcontract any part of this contract without prior written approval of the County.

C. Contract Modification and Amendment:

1. This document, and all attachments which have been incorporated by reference, contain all terms, provisions, and conditions of the contract. All provisions thereof are intended by the parties to be whole and entire.
2. Any alteration, variation, modification, or waiver of any provision of the contract shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an amendment which shall be attached to and be part of this contract.
3. The County reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this contract.

D. Compliance with Law:

The contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.

E. Non-Discrimination:

The contractor agrees to comply with all applicable state and federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. The contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal, state, and or local laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but contractor shall remain primarily responsible for compliance hereunder. The contractor expressly agrees to comply with the Americans with Disabilities Act of 1990.

F. Certification Regarding Conflict of Interest:

The contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this contract. Conflict of interest may constitute grounds for termination of this contract following notification by County to contractor, (allowing contractor a reasonable opportunity to respond) where same is not corrected by contractor within a reasonable time period

after notice. Contractor certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise, in this contract.

G. Termination of Contract:

The County of Warren has the absolute right in its sole discretion to terminate the contract at any time if the contractor fails to carry out its responsibilities under the terms specified in the contract.

H. The contract shall contain the attached Non-Discrimination and Contractor Integrity Clauses.

## NONDISCRIMINATION CLAUSE

During the term of this contract, the CONTRACTOR agrees as follows:

1. CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
3. CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.
4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human

Relations Commission, 16 PA Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract, or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further County or Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 PA Code §49.35 (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action, or the Commission.
8. CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
11. CONTRACTOR's obligations under this clause are limited to CONTRACTOR's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Source: 16 PA Code §49.101

## CONTRACTOR INTEGRITY

### A. Definitions:

1. **"Confidential Information"** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the County of Warren.
  2. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
  3. **"Contractor"** means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
  4. **"Financial Interest"** means:
    - a. Ownership of more than 5% interest in any business; or
    - b. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  5. **"Gratuity"** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- B. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the County.
- C. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- D. The contractor shall not, in connection with this or any other agreement with the County or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County or the Commonwealth of Pennsylvania.
- E. The contractor, shall not, in connection with this or any other agreement with the County or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County or the Commonwealth.
- F. Except with the consent of the County and the Commonwealth, neither the contractor nor anyone in privity with the contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

- G. Except with the consent of the County and the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- H. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.
- I. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the contractor has not violated any of these provisions.
- J. The contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.
- K. For violation of any of the above provisions, the County (or Commonwealth, if applicable) may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the County or Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or the County may have under the law, statute, regulation, or otherwise.