

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

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July 28, 2020

Addendum No. Three

**Inmate Commissary Services for Muscogee County Prison
(Annual Contract)
RFP No. 20-0026**

Acknowledgment of receipt of Addenda must be included with sealed Proposal.

Initials: _____ Company: _____

Vendors are informed that the above subject Request for Proposal (RFP) is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

A. Additions and Changes to RFP Specifications

- 1) **Changes to Technical Specifications:** The original Appendix A, Technical Specifications has been replaced. Multiple areas of the Technical Specifications have been revised. See attached ***REVISED APPENDIX A***. Please review the revisions carefully.
- 2) **Additions to the RFP Specifications:** The following items are added to the RFP Specifications.

2.10 Transition Period

If the incumbent is not awarded this contract, the successful contractor is expected to coordinate with Stewart Distribution to affect a smooth transition within 30 days.
and

General Specifications: Paragraph 12. Proposal and Submission Requirements

Section 9: Service Plan

Item E. Provide a transition plan, coordinating with the incumbent, that can be accomplished within 30 days.



B. City's response to requests for clarification

1. Question: *"To factor interface fees, please disclose what JMS system that the prison uses."*

Response: **The Muscogee County Prison uses Jailhouse Management System.**

2. Question: *"Does the prison own the current kiosks system? If no, how many kiosks does the prison desire?"*

Response: **No, the kiosk systems are owned by the current contractor Stewart Distribution. The facility currently uses 12 kiosks. Twelve kiosks are sufficient to handle the facility's needs.**

3. Question: *"How many hours labor does it require to distribute commissary with consideration to facility schedule?"*

Response: **Distribution of commissary is done by the facility, not the vendor and typically takes 1½ to 2 hours. The vendor's responsibility includes packaging the items in clear polypropylene packages/bags and delivering those packages to Muscogee County Prison's loading dock. The packages should be delivered in totes for easy stacking and temporary storage. Muscogee County Prison staff will inspect the contents of the totes/packages and assume responsibility for the delivery.**

4. Question: *"Would the facility consider tablets in place of kiosks to allow for more functions, education and commissary?"*

Response: **No, the facility prefers the kiosk system.**

5. Question: *"Does the facility own or own the license to CACTAS Inmate trust fund accounting software or is it provided by the incumbent commissary provider? If provided by incumbent, will the facility consider other trust fund software options that will interface seamlessly with the JMS?"*

Response: **The software is provided by the incumbent. Yes, the facility would consider other trust fund software. However, the JMS system is nearly twenty years old and considered to be obsolete. A newer system similar to JMS may be our only option.**

6. Question: *"Please disclose which inmate telephone company and which inmate food service company that the prison uses."*

Response: **Combined Public Communications, LLC / Client Telephone Solutions, LLC is the current contractor for our inmate telephone company. Aramark is the current Food Service Provider.**

7. Question: *"Can you please provide actual annual commissary sales less any debit time phone revenue?"*

Response: **For calendar year 2019, the approximate sales were \$426,473.59.**



8. Question: *“Does the winning provider have to integrate with the Cactus accounting software, or may we propose a different accounting software?”*

Response: **Vendor may propose a comparable inmate trust fund accounting software.**

9. Question: *“What were annual gross commissary sales for 2019?”*

Response: **The annual gross commissary sales for 2019 were \$395,179.87 (there are no phone time, web sales, or sales tax in this figure. This figure strictly reflects the purchases by inmates for weekly commissary ordering).**

10. Question: *“What are annual commissary sales excluding postage, phone time, web sales and sales tax?”*

Response: **Annual commissary sales are \$392,419.59 (this figure is in response to item #9 minus the postage).**

11. Question: *“What is your current ADP?”*

Response: **Our current ADP is 490.**

12. Question: *“Does the current vendor offer a website in which friends and family can purchase care packs for the inmates?”*

a. *What are the annual web sales in 2019?*

b. *Does the facility receive commission on the web sales? If yes, what is the commission rate on web sales?”*

Response: **Yes, Muscogee County Prison only allow care packages for offenders to be ordered by family and friends during the Christmas holiday. There orders are web-based sales.**

a. **Annual web sales in 2019 were \$7,170.00.**

b. **Yes, the facility receives a 10% commission on web sales.**

13. Question: *“What is your current commission rate?”*

Response: **The current commission rate is 43%.**

14. Question: *“Does the current vendor provide a deposit in the lobby?”*

Response: **No.**

15. Question: *“Can you please provide a commissary items sales report for 1 month?”*

Response: **See Attachment 1 for Commissary Item Sales Report for December 2019.**



16. Question: *“Can you please provide the last 3 months of commissary invoices?”*

Response: **See Attachment 2 for commissary invoices for March, April, and May of 2020.**

17. Question: *“Are the housing units current wired for dorm kiosks (power and Cat 6)?”*

Response: **No.**

18. Question: *“If ordering via kiosks or tablets will all vendors be required to provide new equipment?”*

Response: **Yes.**

19. Question: *“How many dorm kiosks does the current vendor provide?”*

Response: **The current vendor provides 12 dorm kiosks.**

20. Question: *“Is the facility interested in a secure messaging feature that would allow inmates to message friends and family through a secure portal? All messages are reviewable by the facility.”*

Response: **Yes, Muscogee County Prison wants the same capabilities that is on the current kiosks. All messages must be reviewable by the facility. Current capabilities include:**

- **Account balance and activity**
- **Staff request**
- **Messages and photos from the public**
- **Law Library**
- **Change PIN**
- **Transfer money to the phone**

21. Question: *“Is the facility interested in tablets?”*

Response: **No.**

22. Question: *“Does the facility currently purchase indigent or admission kits from the current vendor?”*

a. *If yes, what items (product and size) are included in each kit?*

b. *What is the price of each kit?*

Response: **No.**

a. **N/A.**

b. **N/A.**

23. Question: *“Can an inmate’s account go into a negative balance?”*

Response: **Yes, in certain instances, like a returned money order on funds already spent.**



24. Question: *“Is the facility or inmate charged for the debit card upon release?”*
Response: **No charge at release; however, there are fees associated with the card after a time period and certain activity.**
25. Question: *“Are there any plans for an expansion?”*
Response: **There are currently no plans for expansion.**
26. Question: *“What is the current number of female inmates?”*
Response: **This is a male facility.**
27. Question: *“Are inmates charged a daily room & board fee? If yes, what is the amount?”*
Response: **Inmates are not charged a daily room & board fee, but there is a monthly service fee of \$1.00.**
28. Question: *“What other fees are charged to the inmate (i.e. medical, booking)?”*
Response: **Other fees charged to inmates are Cell Phone Administrative Processing Fee, Disciplinary Reports Fee, Identification Replacement Fee, Medical Copay, Property Damage Fee, Postage Fee, Reserve Account, and Monthly Service Fee.**
29. Question: *“Does the current commissary provider have carts there for the commissary to be delivered in and, if so, how many?”*
Response: **No, all commissary products are delivered and dropped off at the facility’s dock. (Please see Revised Appendix A).**
30. Question: *“How many employees work for the commissary company at facility?”*
Response: **None. (Please see Revised Appendix A).**
31. Question: *“How many hours a week do the commissary employees work?”*
Response: **N/A. (Please see Revised Appendix A).**
32. Question: *“What is the current rate of pay for commissary employees?”*
Response: **N/A. (Please see Revised Appendix A).**
33. Question: *“May we have a copy of your current menu with pricing?”*
Response: **See Attachment 3 for ‘Commissary Customer Item List’.**
34. Question: *“What are the current cash transaction fees at the lobby kiosks?”*
Response: **N/A.**



35. Question: *“How many servers and switches does your vendor currently provide?”*
Response: **The current vendor uses a web-based application.**
36. Question: *“What internet provider does the facility use?”*
Response: **The current provider uses AT&T.**
37. Question: *“What is your current JMS system?”*
Response: **The Muscogee County Prison uses Jailhouse Management System.**
38. Question: *“Who is your current phone provider?”*
Response: **Combined Public Communications, LLC / Client Telephone Solutions, LLC is the current contractor for our inmate telephone company.**
39. Question: *“Who is your current food provider?”*
Response: **Aramark is the current Food Service Provider.**
40. Question: *“Will the vendor be required to interface with JPay to ensure online inmate deposits are limited to the approved visitor list in SCRIBE per the state SOP?”*
Response: **The vendor will not be required to interface with JPay; however, depositors must be restricted to the approved visitor list for each inmate. The list is in the state SCRIBE system.**
41. Question: *“Will an escort be provided for vendor staff?”*
Response: **Yes, escorts will be provided for any vendor staff entering the facility for maintenance purposes.**
42. Question: *“Since the facility is a work camp and inmates are out during the day, what hours will the store call need to be distributed?”*
Response: **The institution’s staff, not the vendor, distributes the commissary items. The vendor is responsible for delivering the packages to the facility in individually packaged bags and placed in totes that are separated by dorms. The facility staff will take custody of the commissary items and temporarily store them until they can be distributed to the offenders by Muscogee County Prison staff.**
43. Question: *“Please provide the current commissary list with pricing and ounce size excluding tax.”*
Response: **See Attachment 3 for ‘Commissary Customer Item List’.**

44. Question: “Does the jail currently utilize any package programs? If so, please explain when the program is active, total sales for 2019, number of orders placed for 2019, spending limit and commission rate, as well as any shipping and handling fees.”

Response: **No, all commissary items are packaged by the vendor. The packages are limited to one per week per offender during the Christmas holiday season. Some packages are \$10.00 with a \$1.00 processing fee and some are \$20.00 with \$2.00 processing fee. Response #12 for most of this information. Annual web sales in 2019 were 7,170.00.**

45. Question: “What is the weekly spending limit?”

Response: **The weekly spending limit is \$60.00.**

46. Question: “How many employees does the current vendor use to deliver orders to the inmates?”

Response: **None. All packages are delivered by truck and turned over to the institutional staff. MCP staff delivers the packages to the inmates. (Please see Revised Appendix A).**

47. Question: “How many hours does each employee work each week?”

Response: **N/A. (Please see Revised Appendix A).**

48. Question: “Does the current vendor handle deposits for the inmate accounts? Please provide the deposit fee structure for each avenue: cash at the kiosk, credit at the kiosk, credit via toll free number and credit via the internet.”

Response: **Yes. The deposit fee structure is as follows:**

Online		By Phone	
Deposit Amount	Fee	Deposit Amount	Fee
\$0.00 to \$20.00	\$3.95	\$0.00 to \$20.00	\$4.95
\$20.01 to \$100.00	\$5.95	\$20.01 to \$100.00	\$6.95
\$100.01 to \$200.00	\$8.95	\$100.01 to \$200.00	\$9.95
\$200.01 to \$300.00	\$10.95	\$200.01 to \$300.00	\$11.95

Lockbox		MoneyGram	
Deposit Amount	Fee	Deposit Amount	Fee
Money Order Lockbox	Free	\$0.00 to \$5,000.00	\$4.95

49. Question: “Does facility receive a commission for deposits and how much?”

Response: **No.**



50. Question: *“Please provide the total deposit amount for each avenue for 2019: cash at the kiosk, credit at the kiosk, credit via toll free number and credit via the internet.”*

Response: **Deposits for credit card, phone, lockbox, and MoneyGram equal \$406,219.00. Deposits for money orders and transfer checks entered at the facility equal \$77,962.00, and deposits for inmate wages equal \$130,797.00.**

51. Question: *“Please provide the total number of transactions for each avenue for 2019: cash at the kiosk, credit at the kiosk, credit via toll free number and credit via the internet.”*

Response: **Total number of transactions:**

- **credit card, phone, lockbox, MoneyGram and Toll Free - 8,706**
- **money order and transfer checks entered at the facility - 1,211**
- **inmate wages - 12,215**

52. Question: *“What were the commissary commissionable sales for 2019? Commissionable sales exclude tax, postage, phone time, indigent kits, indigent items, etc.”*

Response: **\$390,419.59.**

53. Question: *“What were the postage sales for 2019?”*

Response: **\$2,760.28.**

54. Question: *“What is the current commission rate on commissary sales?”*

Response: **43%.**

55. Question: *“Please provide a response for the following questions regarding equipment:*

- a. *Is the awarded vendor required to interface with the current kiosk already in place, or provide their own kiosk?*
- b. *If vendor is required to interface with current kiosk, please state current kiosk provider and contact information.*
- c. *If vendor is required to install their own equipment, will they be required to install their own wiring?*
- d. *Will the awarded vendor be required to provide their own network?*

Response:

- a. **The awarded vendor will be required to provide their own kiosks.**
- b. **N/A.**
- c. **No.**
- d. **Yes.**



56. Question: *“Please provide a response for the following questions regarding indigent kits:*

- a. Contents of indigent kits?*
- b. Price of indigent kits?*
- c. Who pays for indigent kits?*
- d. How many indigent kits were passed out in 2019?*

Response: **MCP does not purchase indigent kits.**

- a. N/A.**
- b. N/A.**
- c. N/A.**
- d. N/A.**

57. Question: *“What is the current profit/commission rate on gross sales?”*

Response: **43%.**

58. Question: *“What is the average price per order being processed today?”*

Response: **\$25.79.**

59. Question: *“Is there currently an on-site commissary store?”*

Response: **No.**

60. Question: *“How much commissary supplies is stored on site today?”*

Response: **None.**

61. Question: *“Who is your JMS vendor that we would need to interface with?”*

Response: **Jailhouse Management System.**

62. Question: *“Were your commissary profits higher in 2018 or 2019? Please provide totals.”*

Response: **Commissionable sales in 2018 were slightly higher than those in 2019: Commissionable sales in 2018 were \$393,978.00. Commissionable sales in 2019 were \$392,419.00.**

63. Question: *“Who is the phone vendor?”*

Response: **Combined Public Communications, LLC / Client Telephone Solutions, LLC is the current contractor for our inmate telephone company.**

64. Question: *“Do you pass phone cards out with your commissary or utilize pin debit?”*

Response: **No, this facility does not use phone cards.**



65. Question: “Are we being asked to install the Inmate Kiosk System? If yes, how many are needed?”

Response: **The current contractor owns the Inmate Kiosk System, so yes, any new vendor would be required to install new kiosks. The facility will need twelve (12).**

66. Question: “Can text, pictures, mail, video visitation, etc. be added to your system if Tiger Correctional Services has to provide this system?”

Response: **Yes, text and pictures can be added to the system; however, mail and video visitation are not allowed at this time.**

67. Question: “Is the delivery from our truck only allowed once a week, but commissary is handed out on multiple days?”

Response: **Yes. (Please see Revised Appendix A).**

68. Question: “How many hours and days a week are the commissary staff working?”

Response: **None. The facility passes out all commissary items. (Please see Revised Appendix A).**

69. Question: “Is there a possibility that all commissary could be processed on site?”

Response: **No. All packages must be received already packaged.**

70. Question: “Any extra incentives given to the inmates for good behavior?”

Response: **No.**

71. Question: “How many hours is the training class for an outside vendor to be certified so they can pass commissary in your facility?”

Response: **N/A. Vendors do not pass out commissary items at this facility. (Please see Revised Appendix A).**

D. Addendum Acknowledgement

Indicate that your company has received this Addendum in the appropriate areas and include with sealed Bid. **Failure to acknowledge receipt of this addendum may render your Proposal “Incomplete”.**

Andrea J. McCorvey
Purchasing Division Manager



REVISED APPENDIX A

TECHNICAL SPECIFICATIONS INMATE COMMISSARY SERVICES FOR MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT) RFP No. 20-0026

1. CONTRACTOR QUALIFICATIONS

The successful candidate shall possess the following qualifications and experience:

- 1.1 Possess a minimum of five (5) years' experience in commissary service in similar facilities.
- 1.2 Demonstrate ability to establish and maintain an inmate commissary service, which includes a warehouse, inventory, supply, order processing, and delivery system.
- 1.3 Experience in automating the inmate commissary and accounting systems and ability to provide system training and support to the MCP Staff.
- 1.4 Knowledge of inmate commissary operations / procedures as they relate to safety security issues, turnaround time, order processing, and delivery.
- 1.5 Security policies and procedures as related to personnel screening and selection, product inventory, security at Contractor's site, packaging and transfer of orders to site.
- 1.6 Knowledge and ability to provide a wide range of correctional facilities friendly products / supplies to meet the inmate population needs.
- 1.7 Demonstrate emergency back-up plans for continuing to meet the terms of the contract in light of events occurring such as equipment breakdowns, delivery truck breakdowns, fires, accidents, labor strikes, weather, etc.

2. CONTRACTOR'S RESPONSIBILITIES

- 2.1 The Contractor shall follow all applicable rules, regulations, zoning, permitting, registration, and licensing requirements, whether Local, State, or Federal. The Successful Offeror shall be required to obtain and hold all pertinent permits and licenses.
- 2.2 The Contractor shall be responsible for paying and reporting of all applicable sales taxes.
- 2.3 The Contractor shall process inmate commissary orders utilizing an automated system that interfaces with an Inmate Kiosk System or the Offeror may provide an offer for an alternative automated software system used to manage inmate commissary accounts as long as it will interface with the JMS, or any alternative system.
- 2.4 The Contractor shall service and is responsible for all maintenance issues with the Inmate Kiosk System.
- 2.5 The Contractor shall provide a contingency plan to be used during down time of the Inmate Kiosk System or other alternative system.
- 2.6 The Contractor shall provide customized commissary forms and will be responsible for annotating this document into their Inmate Commissary system. The forms will be for distribution in the event the Inmate Kiosk System malfunctions, and for use by inmates without access to kiosks. The form shall specify the cost of each item (including tax) and indicate if the item is taxable. The order forms shall be distributed to and collected from the inmates by staff. The customized forms shall be forwarded to Contractor to process commissary orders.

- 2.7 The Muscogee County Prison shall create an electronic file of all active account balances in the CACTAS System or alternative system with inmate name, ID number, location code, and a real-time account balance.
 - 2.7.1 The Contractor shall access the order file and the account balance file, process the orders, and create an electronic file of expenditures for each inmate commissary order processed.
- 2.8 The Contractor must deliver the filled orders to Muscogee County Prison. Deliveries to the inmate population will be the responsibility of Muscogee County Prison staff.
- 2.9 It is the Contractor's responsibility to conform to the City's scheduled workweek, holidays, and other appropriate rules and regulations.
- 2.10 The Contractor's Kiosk System shall update automatically any discontinued items and temporary out of stock items. Excess out of stock items will be considered grounds for termination of the contract by default.
- 2.11 **Kiosk Maintenance:** The contractor shall employ only competent maintenance personnel to maintain/update the kiosks. Successful Offeror shall require its maintenance employees and agents to wear nametags and adhere to Muscogee County Prison dress code. Clothing shall include identifying company shirts, such as a t-shirt with Successful Offeror's name, full-length pants and covered shoes when working on the Prison premises.

3. PACKAGING, DELIVERY AND DISTRIBUTION OF COMMISSARY ORDERS

Note: The Contractor shall deliver all commissary orders to Muscogee County Prison. Muscogee County staff will inspect all commissary orders and assume responsibility of those items. Delivery of commissary orders to the inmate population will be done by Muscogee County Prison's staff.

- 3.1 **Packaging:** The Contractor shall package, and heat seal the contents of each inmate order in large, clear individual "polypropylene" double bags of sufficient thickness to enhance security and accountability and prevent easy entry. The order form, and/or two (2) copies of the "pick sheet" and the sales ticket showing the cost of the filled order will be placed in the upper portion of the inmate's bag. The bags should be separated by housing unit and placed in totes with housing unit identification visible.
- 3.2 **Delivery:** The Contractor shall ensure that commissary orders are delivered to the facility. Any losses or damages that occur prior to or during delivery is the responsibility of the Contractor. Deliveries are currently made on Fridays. All commissary orders will be delivered to the loading dock for temporary staging area, and the facility staff will assume responsibility for the commissary orders. Commissary orders shall be delivered to inmates no more than one (1) day per week. Muscogee County Prison will make the final decision on the approved delivery days.
- 3.3 **Distribution:** Muscogee County Prison will distribute commissary orders in the housing units. Muscogee County Prison's personnel are responsible for identifying each inmate in the housing unit who has an order and obtaining a valid signature from the inmate before releasing the order to the individual. Any missing, damaged, or refused items will be noted on the "pick sheet" and the inmate's account will be credited for that amount by the Inmate Finance Office. Any losses that result from improper distribution are the responsibility of the Muscogee County Prison.
- 3.4 The Contractor shall maintain a weekly fill rate of at least ninety-five (95%) of the items ordered by the inmates. Excess out-of-stock items will be considered grounds for termination of the contract for default. No substitution of similar or like items is permitted without the express approval of the Director or Deputy Director of the Muscogee County Prison.
- 3.5 On a daily basis, Contractor personnel will generate a list of inmates due a full or partial refund and a list of commissary orders that could not be delivered to the facility and require a second attempt. These lists will be transmitted to the Inmate Finance Office by the close of each workday.

4. SELECTION AND PRICING OF COMMISSARY ITEMS

- 4.1 The selection and pricing of all commissary items shall be subject to the approval of the Director or Deputy Director of the Muscogee County Prison.
- 4.2 All additions, deletions, and changes in commissary items offered and their pricing shall be made only with the written approval of the Muscogee County Prison.
- 4.3 The Contractor shall provide food, and hygiene items.

5. INVOICES

- 5.1 The Contractor shall provide to the Muscogee County Prison a weekly invoice for the prior week inmate deliveries. The invoices shall include a detailed account of weekly inmate deliveries.
- 5.2 The Muscogee County Prison shall promptly verify the invoices and make payment to the Contractor.
- 5.3 All invoices shall include net totals for the weekly sales, sales taxes, credits, and commission.
- 5.4 On a monthly basis, the Contractor shall provide the Muscogee County Prison with a copy of the filed Georgia Sales and Use Tax Return Form.
- 5.5 Any credits reflected on the invoice shall be supported by detailed itemization.

6. AUTOMATION

- 6.1 The successful Contractor, if not the incumbent, shall provide an Inmate Kiosk System that will interface with the Jailhouse Management System (JMS) for the processing of inmate commissary orders.
- 6.2 The Contractor shall provide automation hardware and software used at the Contractor's off-site facility needed to interface with the Jailhouse Management System (JMS) or an alternative system if chosen.
- 6.3 The commissary ordering process shall primarily utilize an optical scanner Kiosk and forms or an alternative system. A manual system shall be developed as a contingency plan in the event there is automation downtime.
- 6.4 The Contractor shall provide automated and manual order forms. A sample form shall be submitted to the County for review approval prior to the start of the Contract. The Contractor may be requested to modify the form to meet the County's needs.
- 6.5 The interface of the automation processes between the Department of Corrections and the Contractor shall be as follows:
 - 6.5.1 The Department of Corrections shall create a menu-driven formatted file containing the inmate's name, ID number, location code, and current real-time account balance.
 - 6.5.2 The Contractor shall receive the file electronically for downloading to its system. The file shall be used for commissary order processing.
 - 6.5.3 The automated interface shall be protected through system security that maintains complete confidentiality of all transactions.

7. INSPECTION AND AUDIT RECORDS

- 7.1 The Contractor shall keep adequate books and records of accounts and shall permit the Muscogee County Prison or other City Officials to inspect such books and records at any reasonable time during normal business hours on seven (7) calendar days' notice.

- 7.2 The Contractor shall permit the Muscogee County Prison or other City Officials to conduct an annual audit of the Contractor's books and records at any reasonable time during normal business hours on seven (7) calendar days' notice.
- 7.3 If such inspection or audit is refused, this may be sufficient cause for the City to terminate the Agreement in its entirety.

8. DEFAULT

In the event the Contractor defaults in the performance of the Contract, the City shall have any and all of the following options:

- 8.1 The City shall give the Contractor a thirty (30) day written notice of default. If the problem is not resolved within the thirty (30) days, the City may terminate the Contract upon forty-eight (48) hours written notice, assume the operation of said concession, and exclude the Contractor from the premises.
- 8.2 The City may retain any of the Contractor's funds in its possession and any of the Successful Offeror's property on City premises and apply the same to payment of any and all claims which may be due to the City.
- 8.3 In addition to any rights it may have under this contract, the City reserves the right to assert any legal or equitable rights to which it may be entitled under the law.
- 8.4 The City may perform such work as it deems necessary to cure said default and charge Contractor for the full cost of labor and materials expended plus thirty (30%) percent of said cost for administrative overhead.
- 8.5 The Contractor, in accepting this Contract, agrees that the City shall not be liable for damages in the event that the City declares the Contractor in default hereunder.
- 8.6 The assessment of liquidated damages by the City against the Contractor does not supersede the right of the City to impose other remedies available. This includes, but is not limited to, reductions in or withholding payments to the Contractor.