
SAN ANTONIO WATER SYSTEM PURCHASING DEPARTMENT

Issued By: Yvonne Torres
BID NO.: 12-1241

Date Issued: May 14, 2012

**FORMAL INVITATION FOR BIDS
CONTRACT FOR MOVING SERVICES
ADDENDUM NO. 2**

Sealed bids addressed to the Purchasing Director, San Antonio Water System, 2800 US Hwy 281 North, P.O. Box 2449, San Antonio, TX 78298-2449 will be received until **3:00 p.m., May 17, 2012** and then publicly opened and read aloud for furnishing materials or services as described received herein below,

The San Antonio Water System Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the SAWS Main Office, 2800 US Hwy 281 North, San Antonio, TX 78212, or by calling (210) 233-3819.

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids

Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: _____

This Addendum 2 provides the following information and makes the following changes to the original bid document:

- DSP Integration of Staff into SAWS facilities chart has been revised, and is attached.
- Provides the questions asked and the responses to those questions
- The Price Schedule has been revised in its entirety. Prices per employee and prices for materials need to be reflected of each phase.
- Insurance Specifications have been updated. The Insurance Specifications provided in Addendum 2 will apply.

YOU DO NEED TO RETURN THIS ADDENDUM 2 WITH YOUR BID.

Questions and Responses

- 0) Please provide the number of hard walled offices where furniture will need to be moved.

Response: *See Revised DSP Integration of Staff into SAWS facilities chart.*

- 1) How many cubicles on the 4th floor have dual computers?

Response: *30 Offices and Cubes have dual monitors on that floor*

- 2) How many lateral files on the 4th floor will need to be moved?

Response: *45. This information is also on the revised DSP Integration of Staff into SAWS facilities chart.*

- 3) Will staging areas be available on floors where move is taking place?

Response: *Yes, SAWS will try to find staging spaces within each floor. However- if there is none available it may have to be on a different floor. This is a worst case scenario.*

- 4) What is the minimum person move anticipated? Concern regarding ability to recover labor costs if they are asked to only move 1 or 2 persons at a time.

Response: *There isn't a minimum number anticipated, however, the numbers listed are what we are planning for each phase.*

- 5) Any particular specifications for the boxes?

Response: *The standard moving boxes that the top folds into each other.*

- 6) Can boxes be reused?

Response: *Yes, but they need to account for people not unpacking in time for the next phase.*

- 7) Will cubicles be numbered?

Response: *Yes*

REVISED PRICE SCHEDULE												
Phase	Dept	CURRENT Location	NEW Location	# of office Employees relocating	Office Space required at new SC	Qty	Move Charges/employee	Extended Move Charges	Qty	Materials/employee	Extended Materials Charges	Subtotal
Phase HQ1A Cherry St Move	PTOPS	HQ Twr 1 5 th floor	Cherry St. 1 st floor – mgr 2 nd floor - staff	1 Manager CUBE	1 Cube Move	1	\$ _____	\$ _____	1	\$ _____	\$ _____	\$ _____
				9 FIELD STAFF	9 Field Staff Move	9	\$ _____	\$ _____	9	\$ _____	\$ _____	\$ _____
				SUBTOTAL for Phase HQ1A							\$ _____	\$ _____
Phase HQ1B Twr 1 – 5 th floor	PTOPS	Internal Shift HQ Twr1 – 5 th floor	Internal Shift HQ Twr1 – 5 th floor	1 Manager CUBE	1 Cube Move	1	\$ _____	\$ _____	1	\$ _____	\$ _____	\$ _____
				9 FIELD STAFF	9 Field Staff Move	9	\$ _____	\$ _____	9	\$ _____	\$ _____	\$ _____
				SUBTOTAL for Phase HQ1B							\$ _____	\$ _____
Phase F1	LIFTS	MRSC	Eastside Trailer Camp into double wide	2 Mgr OFFICES	2 Office Moves	2	\$ _____	\$ _____	2	\$ _____	\$ _____	\$ _____
				1 Admin CUBE	1 Cube Move	1	\$ _____	\$ _____	1	\$ _____	\$ _____	\$ _____
				26 FIELD STAFF	26 Field Staff Moves	26	\$ _____	\$ _____	26	\$ _____	\$ _____	\$ _____
	MTR TECHS	MRQC	Eastside Trailer Camp into 1 double wide and 1 single wide	2 Mgr OFFICES 4 CUBES	2 Office Moves	2	\$ _____	\$ _____	2	\$ _____	\$ _____	\$ _____
				13 FIELD STAFF	4 Cube Move	4	\$ _____	\$ _____	4	\$ _____	\$ _____	\$ _____
					13 Field Staff Moves	13	\$ _____	\$ _____	13	\$ _____	\$ _____	\$ _____
DSP MTR TECHS	MALONE			4 FIELD STAFF	4 Field Staff Moves	4	\$ _____	\$ _____	4	\$ _____	\$ _____	\$ _____
SUBTOTAL for Phase F1							\$ _____	\$ _____	\$ _____	\$ _____		

REVISED PRICE SCHEDULE													
Phase	Dept	CURRENT Location	Proposed Location	# of office Employees relocating	Office Space required at new SC	Qty	Move Charges/employee	Extended Move Charges	Qty	Materials/employee	Extended Materials Charges	Subtotal	
Phase F2	Investigators	Internal Shift MRQC – Customer Service	Internal Shift – MRQC p Customer Service	8 Investigator CUBES	2 Office Moves	2	\$ _____	\$ _____	2	\$ _____	\$ _____	\$ _____	
	CSAs			3 CSA CUBES	27 Cube Moves	27	\$ _____	\$ _____	27	\$ _____	\$ _____	\$ _____	
	FSR Mtr Rdr/ Supers			2 Manager CUBES 14 FSR CUBES 2 Mtr Rdr OFFICES									
Phase F2	Investigators	MALONE	MRQC – Customer Service	2 Investigator CUBES	3 Office Moves	3	\$ _____	\$ _____	3	\$ _____	\$ _____	\$ _____	
	CSAs			2 CSA CUBES	14 cubes	14	\$ _____	\$ _____	14	\$ _____	\$ _____	\$ _____	
	FSR Mtr Rdr/ Supers			10 FSR CUBES 3 Mtr Rdr OFFICES									
SUBTOTAL for Phase F2								\$ _____		\$ _____	\$ _____		
Phase F3	DSP Mechanics	MALONE	Mission Road SC Building	2 Mgr OFFICES	2 Office Moves	2	\$ _____	\$ _____	2	\$ _____	\$ _____	\$ _____	
	DSP Electricians			CARLISLE	15 FIELD STAFF	15 Field Staff Moves	15	\$ _____	\$ _____	15	\$ _____	\$ _____	\$ _____
					SUBTOTAL for Phase F3								\$ _____

REVISED PRICE SCHEDULE												
Phase	Dept	CURRENT Location	Proposed Location	# of office Employees relocating	Office Space required at new SC	Qty	Move Charges/employee	Extended Move Charges	Qty	Materials/employee	Extended Materials Charges	Subtotal
Phase HQ2A	Records Mgmt & Claims	SAWS HQ Twr 2 – 3 rd FL	SAWS HQ Twr 2 4 th FL	3 Mgr OFFICES	3 Office Moves	3	\$ _____	\$ _____	3	\$ _____	\$ _____	\$ _____
				10 CUBES	10 Cube Moves	10	\$ _____	\$ _____	10	\$ _____	\$ _____	\$ _____
				SUBTOTAL for Phase HQ2A							\$ _____	\$ _____
Phase HQ2B	Eng/ Wtr Resources Team	SAWS HQ Twr 1 – 3 rd FL	SAWS HQ Twr 2 – 3 rd FL	2 Mgr OFFICES	2 Office Moves	2	\$ _____	\$ _____	2	\$ _____	\$ _____	\$ _____
				5 CUBES	5 Cube Moves	5	\$ _____	\$ _____	5	\$ _____	\$ _____	\$ _____
				SUBTOTAL for Phase HQ2B							\$ _____	\$ _____
Phase HQ2C	Engineering	SAWS HQ	SAWS HQ	4 Mgr OFFICES	4 Office Moves	4	\$ _____	\$ _____	4	\$ _____	\$ _____	\$ _____
				PRT Team	SAWS HQ Twr 1 4 th FL	SAWS HQ Twr 2 4 th FL	26 CUBES	26 Cube Moves	26	\$ _____	\$ _____	26
	SUBTOTAL for Phase HQ2C							\$ _____	\$ _____	\$ _____		
Phase HQ3	IT/IS	MALONE	SAWS HQ Twr 2 – 3 rd FL	1 Mgr OFFICES	1 Office Moves	1	\$ _____	\$ _____	1	\$ _____	\$ _____	\$ _____
				Internal Moves	Internal Moves	3	\$ _____	\$ _____	3	\$ _____	\$ _____	\$ _____
				SUBTOTAL for Phase HQ3							\$ _____	\$ _____

REVISED PRICE SCHEDULE															
Phase	Dept	CURRENT Location	Proposed Location	# of office Employees relocating	Office Space required at new SC	Qty	Move Charges/employee	Extended Move Charges	Qty	Materials/employee	Extended Materials Charges	Subtotal			
Phase HQ4A	CUST SVCS	MALONE SAWS HQ	SAWS HQ Twr 2 4 th FL	3 Mgr OFFICES	3 Office Moves	3	\$ _____	\$ _____	3	\$ _____	\$ _____	\$ _____			
				33 CUBES	33 Cube Moves	33	\$ _____	\$ _____	33	\$ _____	\$ _____	\$ _____			
				SUBTOTAL for Phase HQ4A							\$ _____	\$ _____	\$ _____		
Phase HQ4B	CUST SVCS	SAWS HQ Internal Moves Twr 2 – 4th FL	SAWS HQ Internal Moves Twr 2 – 4th FL	3 Mgr OFFICES	3 Office Moves	3	\$ _____	\$ _____	3	\$ _____	\$ _____	\$ _____			
				25 CUBES	25 Cube Moves	25	\$ _____	\$ _____	25	\$ _____	\$ _____	\$ _____			
				SUBTOTAL for Phase HQ4B							\$ _____	\$ _____	\$ _____		
Phase HQ5 August 1, 2012	DSP Finance	MALONE	SAWS HQ Twr 1 5 th FL	1 Mgr OFFICE	1 Office Moves	1	\$ _____	\$ _____	1	\$ _____	\$ _____	\$ _____			
				9 Finance CUBES	9 Cube Moves	9	\$ _____	\$ _____	9	\$ _____	\$ _____	\$ _____			
	Finance	SAWS HQ Internal Moves Twr 1 – 5 th FL	SAWS HQ Internal Moves Twr 1 5 th FL	3 OFFICE	3 Office Moves	3	\$ _____	\$ _____	3	\$ _____	\$ _____	\$ _____			
				IT	MALONE	SAWS HQ Twr 1 – 3 rd FL	4 CUBES	4 Cube Moves	4	\$ _____	\$ _____	4	\$ _____	\$ _____	\$ _____
							HR	MALONE	SAWS HQ Twr 2 – 1 st FL	3 CUBES	3 Cube Moves	3	\$ _____	\$ _____	3
SUBTOTAL for Phase HQ5										\$ _____	\$ _____	\$ _____			
GRAND TOTAL											\$ _____				

PRICE SCHEDULE
Continued

ADDITIONAL PRICING

Provide unit pricing for additional materials and services that may be required. This pricing structure will **ONLY** be utilized at the request and approval of SAWS. Pricing for move, **materials and services as detailed in the Scope of Services shall be inclusive of all labor, material, services, transportation costs and any other element necessary to fulfill Scope of Services, as detailed above in document entitled "Price Schedule"**.

		Standard Working Hours	Overtime hours
Labor rates for movers	Per hour	\$ _____	\$ _____
Labor rates for packers	Per hour	\$ _____	\$ _____
Labor rates for electronic technicians	Per hour	\$ _____	\$ _____
Supervisor rates	Per hour	\$ _____	\$ _____
Project Manager rates	Per hour	\$ _____	\$ _____
Truck (only) rate	Per hour	\$ _____	\$ _____
Travel time	Per hour	\$ _____	\$ _____
Computer carts	Each per day	\$ _____	\$ _____
Library carts	Each per day	\$ _____	\$ _____
* Materials – Provide attachment		N/A	N/A
Return for unused boxes / or other materials (if any)		\$ _____	N/A

- Provide a list of materials, such as boxes, tape, etc. needed for a move and associated pricing.
- Materials for the move as defined in the scope of services shall be included in pricing below.

SAWS STANDARD INSURANCE SPECIFICATIONS & CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

1. Commercial Insurance Specifications:

a. Commencing on the date of this Contract, the CONTRACTOR shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System (“SAWS”) and the City of San Antonio (“the City”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any Sub-contractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- 1) **Workers' Compensation (WC)** insurance that will protect the CONTRACTOR, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

The minimum policy limits of liability for this line of insurance coverage shall be statutory limits.

This line of insurance coverage shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this line of insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under a standard Workers' Compensation policy) that will protect the CONTRACTOR, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

This line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **Commercial General Liability (CGL)** insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 5) **Excess/Umbrella Liability (UL)** insurance in the amount of \$2,000,000.00. This policy shall be of an **"Occurrence" type** and the limit of liability shall be concurrent with (following form) and in excess of the **EL, CGL, and AL** lines of insurance coverage as described in paragraphs 1.a.2), 1.a.3), and 1.a.4) listed above.

NOTE - For the Excess/Umbrella Liability policy, describe in the Description of Operations section of the Certificate of Liability Insurance ("Certificate"), the coverage form under which this line of coverage is written – either:

- Excess Liability form; or
 - Umbrella Liability form.
- b. CONTRACTOR shall require all Sub-contractors to carry lines of insurance coverage appropriate to their scope of Work.
- c. CONTRACTOR agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.

- d. CONTRACTOR shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONTRACTOR is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONTRACTOR's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONTRACTOR's liability.
- g. These minimum limits of insurance coverage may be either basic policy limits of the WC/ EL, CGL and AL or any combination of basic limits or umbrella limits.
- h. SAWS acceptance of Certificate(s) of Liability Insurance that in any respect, do not comply with these Specifications does not release the CONTRACTOR from compliance herewith.
- i. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the CONTRACTOR shall provide a replacement Certificate of Liability Insurance and applicable endorsements to SAWS. SAWS shall have the option to suspend the CONTRACTOR's performance should there be a lapse in coverage at any time during this Contract.
- j. SAWS recommends that each line of insurance coverage that is required under these Specifications shall be so written so as to provide the CONTRACTOR thirty (30) calendar days advance written notice directly of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- k. Failure to provide and to maintain continuous coverage by each of the required lines of insurance shall constitute a material breach of this contract.
- l. In addition to any other remedies SAWS may have upon the CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONTRACTOR to stop performing services hereunder and/or withhold any payment(s) which become due to the CONTRACTOR hereunder until the CONTRACTOR demonstrates compliance with the specifications hereof.
- m. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payments of damages to persons or property resulting from the CONTRACTOR 's or its Sub-contractor's performance of the services covered under this Contract.
- n. It is agreed that the CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- o. CONTRACTOR agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "**A-** (**"A"**- minus)" and a **Financial Size Category** of a "**VII**" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Contractor's Pollution Liability line of insurance coverage.

SAWS will accept worker's compensation coverage written by the Texas Workers Compensation Insurance Fund.

- p. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any work under this Contract and once notified by SAWS Purchasing Division that your Company has been selected as the apparent, lowest responsive Bidder, pending Board final approval, and you will be requested to submit your Company's Certificate(s) of Liability Insurance, that Certificate(s) must meet all of the following requirements:

- a. The CONTRACTOR shall have completed by its insurance agent(s), a Certificate(s) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.5) listed above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (**Certificate Holder**) and 2.h. (**Distribution of Completed Certificates**) below.
- c. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.
- d. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. SAWS shall have no duty to pay or perform under this Agreement until such certificate(s) and endorsements have been received, reviewed and deemed 100% compliant with SAWS Purchasing Bid document Insurance Specifications by SAWS' Risk Management/Purchasing Division. No one other than SAWS Risk Manager shall have authority to waive any part of this requirement.
- f. The SAWS Bid number(s) and the Bid name **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms.
- g. **Certificate Holder** - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms and formatted as follows:

San Antonio Water System

c/o Ebix BPO

PO Box 257

Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Purchasing Bid #)*

Portland, MI 48875-0257

**NOTE: SAWS Purchasing Division will provide the above address, to include a correct, complete Reference Number, in the written confirmation of being selected as the lowest responsive Bidder pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERIFICATE HOLDER ADDRESS SHOWN ABOVE.

h. **Distribution of Completed Certificates** - Completed **Certificates of Liability Insurance** shall be distributed by the CONTRACTOR within 5 days after receipt of written confirmation of being notified as the lowest, responsive Bidder pending final Board approval, as follows:

1) Send Original:

a) By **Mail**:

San Antonio Water System

C/O Ebix BPO

P.O. Box 257

Ref. #107-(**Same as the Certificate Holder name/address shown above**)

Portland, MI 48875-0257

b) By **Fax**: 1-517-647-7900

c) By **E-Mail**: CertsOnly@periculum.com

2) Send Copy by mail to:

San Antonio Water System

Attention: Purchasing Division

P.O. Box 2449

San Antonio, TX 78298-2449

i. CONTRACTOR shall be responsible for obtaining Certificates of Liability Insurance from the first tier Sub-contractor, and upon request furnish copies to SAWS.

3. SURVIVAL

Any and all representations, conditions and warranties made by CONTRACTOR under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these **Insurance Specifications** are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.