

## GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 26th day of July ("Effective Date") in the year 2021 between the County of El Paso, by and through the Elections Department, located at 500 E. San Antonio St., Rm. #314, El Paso, Texas 79901 (the "Client") and the Bliss Moving and Storage DBA Central Transportation Systems, Inc. with its office at 6975 Market Ave., El Paso, Texas 70015 (the "Contractor").

### BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing the pick-up and delivery services of electoral machines and equipment detailed in RFP Bid 21-020 to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - A. The services described in the County's RFP Bid 21-020 (the "Bid"), are fully incorporated herein by this reference, and attached hereto as Appendix A. In the event of a conflict between the Bid and this Agreement, the Agreement shall control unless otherwise specifically agreed to by the parties in writing.
  - B. Contractor's failure to pick-up and deliver voting machines and other equipment as required below and by the "Scope of Services" Section in Appendix A is a material breach of the Agreement. The Contractor is responsible for the pick-up and delivery voting machines as follows:
    - i. Delivery of approximately 200 DS200 machines, 185 Expressstouch machines, 1,135 Expressvote machines and other equipment including but **not limited** to: tables, chairs, whiteboards, signage and parking signs and cones from the Elections Warehouse located at 3850 Justice Ave., El Paso, TX 79938 to approximately 151 polling locations and return of all such voting machines and equipment after the election from various polling locations throughout El Paso County to the Elections Warehouse at 3850 Justice Ave., El Paso, TX 79938.
    - ii. The Contractor will be required to contact the polling place before delivery or the day of delivery to avoid unnecessary conflicts and

delays. Contractor will be required to follow the same procedure when the machines and equipment are picked up for return.

- iii. The Contractor will be responsible for any damage to the machines/equipment provided by the County, that may be caused by or arise from the Contractor's actions.
- iv. Delivery schedule will normally begin three to four (3-4) days prior to the election and must be completed the day before the election with no exception. There is a possibility that certain polling places do not allow delivery of voting machines or equipment until the day before the election. The Contractor must supply a delivery schedule to the Elections Department. Due to the delivery restrictions the County has no objection to the Contractor arranging its own schedule of deliveries. Arrangements to ensure that authorized persons will be present at the various polling places to unlock doors, instruct the Contractor where to set up voting equipment, etc. are strictly the responsibility of the Contractors, and the Contractor will *not* be reimbursed by the County for delays in scheduled delivery or return of voting and other equipment.
- v. In the event of delays in programming ballot data into the voting systems because of legal proceedings to determine whether or not candidates' names are to be placed on the ballot, or for any other reason beyond the control of the County, the Contractor may not have one (1) full week to deliver the voting equipment. No additional compensation will be paid over the amount of the Contractor's Lump Sum Price contained in Section 6 of this Agreement.
- vi. The Elections Department reserves the right to make changes in the delivery schedule that it deems necessary and is in the best interest of the County, either by advancing or deferring any delivery or deliveries.
- vii. All voting machines and other equipment schedule for return transportation must be returned by the Contractor to the Elections Warehouse no later than one (1) week after the election. The Contractor will be required to comply with such removal of voting machines and equipment the day after the election. The Contractor will be required to comply with such removal deadlines. The Contractor must be responsible for making arrangements with each polling place for timely removal of the voting machines and other equipment.
- viii. Contractor must provide excellent customer service and have strong verbal communication skills. Contractor must always conduct themselves in a professional and courteous manner towards County staff and at all polling locations.

- ix. Each piece of voting equipment will be marked with the name, address, location and region where the machine will be delivered to and placed in the designated room of the specified election and to no other location.
- x. The Election Department will provide the Contractor with a list of the polling locations to which the voting and other equipment will be delivered. All equipment must be delivered at the same time as the voting machines.
- xi. The Contractor must maintain communications with the Elections Warehouse point of contact or other designated representative by the County, so that instructions and directions may be given to the Contractor when needed. Loading and unloading of voting machines and equipment at the Elections Warehouse must be between the hours of 7am to 4pm (hours may vary depending on election).
- xii. The Contractor must supply all labor necessary to load and unload the voting machines and equipment, and all apparatus and facilities required therefore, including padding for safeguarding the voting equipment with straps for securing the voting equipment so it does not move within the truck.
- xiii. It is the responsibility of the Contractor to become familiar with the equipment and the polling places to ensure the best delivery method.
- xiv. The Contractor must use properly equipped moving vans or other suitable vehicles for performing the work under this Agreement. Such equipment and vehicles to be subject to the approval of the Elections Department. Vehicles and equipment must be suitable for securing and hauling electronic equipment. Contractor's employees must Report vehicle defects, accidents, and traffic violations, or damage before and after route to the Contractor.
- xv. The Contractor must have skilled drivers with excellent driving record. Drivers must possess a Driver's License Class "C" or Commercial's License.
- xvi. The Contractor must follow Dress Code: Company polo shirt, jeans or cargo pants and appropriate work shoes.
- xvii. The Contractor must always follow CDC guidelines.
- xviii. The Contractor must be responsible for all injuries to persons and/or damages to property (including but not limited to damage to the County's voting machines and equipment and to real and personal property at the various polling locations) that may be caused by or arise from the Contractor's actions or inaction in performing the responsibilities under this Contract.
- xix. The Contractor must provide annual Background Checks and Drug screenings on all of its employees under this Agreement (to include

past employment and criminal history). Employees must have clearance to delivery to various establishments such as: nursing homes, schools and recreation centers.

- xx. Contractors' employees must be able lift/move between 70-100 pounds.
  - xxi. Contractor must perform all contract work according to the Lump Sum Price contained in this Agreement.
  - xxii. Contractor must provide cargo coverage of \$1,000,000.00 per truck load of cargo being transported.
2. The Services will also include any other tasks which the Parties may agree on and that are approved within the RFP. The Contractor hereby agrees to provide such Services to the Client.

#### **TERM**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect under the awarded contract for three (3) years with two (2) one (1) year extension options upon mutual consent of the parties.

#### **PERFORMANCE**

4. The Parties agree to do everything in accordance with their corresponding obligations as set forth in this Agreement, including Appendix A, and provide information necessary to ensure that the terms of this Agreement take effect.

#### **CURRENCY**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

#### **COMPENSATION**

6. The Contractor will charge the Client for the Services as follows (the "Compensation"):
- As reflected in the Bid, a flat rate for the pick-up and delivery of voting machines and other equipment per election will be \$66,880.00 ("Lump Sum Price").
7. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

#### **CONFIDENTIALITY**

9. Parties understand the County is a governmental entity subject to the Texas Open Meetings Act and Public Information Act, Chapters 551 and 552, respectively, Texas Government Code. County agrees it will keep confidential information or data communicated to or acquired by County in connection with this Agreement, only as may be consistent with Chapters 551 and 552 of the Texas Government Code and other applicable law or regulation
10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
14. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **RETURN OF PROPERTY**

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## **NOTICE**

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- El Paso County Elections, 500 East San Antonio St. Rm # 314 El Paso, TX 79901
- Central Transportation Systems Inc. El Paso, 6975 Market Ave. El Paso, TX 79915

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

18. THE CONTRACTOR SHALL AGREE TO ASSUME ALL RISKS AND RESPONSIBILITY FOR, AND AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS, THE COUNTY, ITS ELECTED AND APPOINTED OFFICIALS AND DEPARTMENT HEADS, AND ITS AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, RECOVERIES, JUDGMENTS AND COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE THEREOF IN CONNECTION THEREWITH ON ACCOUNT OF THE LOSS OF LIFE OR PROPERTY, OR INJURY OR DAMAGE TO THE PERSON OR PROPERTY WHICH SHALL ARISE FROM CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT, ITS USE OF COUNTY FACILITIES AND/OR EQUIPMENT FROM ANY OTHER BREACH ON THE PART OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS OR ANY PERSON(S) IN OR ABOUT THE COUNTY'S FACILITIES WITH THE EXPRESS OR IMPLIED CONSENT OF THE COUNTY. CONTRACTOR SHALL PAY ANY JUDGEMENT

COST WHICH MAY BE OBTAINED AGAINST EL PASO COUNTY RESULTING FROM CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS OF SUBCONTRACTORS, AND LABORERS CONTRACTED OR INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THIS NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. IF CONTRACTOR FAILS TO DO SO, THEN THE COUNTY RESERVES THE RIGHT TO PAY UNPAID BILLS OF WHICH COUNTY HAS WRITTEN NOTICE DIRECT AND WITHHOLD FROM CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY REASONABLY SUFFICIENT TO LIQUIDATE ANY AND ALL SUCH LAWFUL CLAIMS.

**PROOF OF INSURANCE**

19. Contractor agrees to keep in full and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services made subject to this Agreement, by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS:

GENERAL LIABILITY

\$1,000,000- Each Occurrence  
\$1,000,000-General Aggregate  
\$1,000,000-Personal & Advertising Injury  
\$1,000,000-Products/Completed Operations-Aggregate  
\$5,000-Premises Medical Expense  
\$500,000-Fire Legal Damage Liability  
County named as "Additional Insured"  
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000- Each Occurrence  
County named as "Additional Insured"  
Waiver of Subrogation

WORKERS COMPENSATION

\$1,000,000- Employers Liability-Each Accident  
\$1,000,000- Employers Liability-Each Employee  
\$1,000,000- Employers Liability-Disease-Policy Limit

Statutory Limits  
Waiver of Subrogation

PROFESSIONAL SERVICES\_additional requirements:  
Limit of \$1,000, 000 for E&O/Professional Insurance.

#### CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Contractor shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by Contractor. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by Contractor to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Contractor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Contractor is required to submit annual renewals for the term of this Agreement prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Contractor with reasonably and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Contractor shall have the right to defend any such claim, demand or cause of action at its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without prior written consent of the Contractor. In no event shall the County be liable for any damage to or destruction of the property belonging to the Contractor.

County shall also be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

The County reserves the right to review the insurance requirements during the effective period of the contract, including any renewals, and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions , or the claims history of the industry as well as the Contractor.

#### **MODIFICATION OF AGREEMENT**

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **ASSIGNMENT**

21. Absent prior written permission of the Commissioners' Court, the Contractor will not assign or otherwise transfer the Agreement or any obligations as described in Appendix A in whole or in part. Any authorized assignment, does not relieve the Contractor of any of its outstanding obligations under the Agreement.



## **ENTIRE AGREEMENT**

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

26. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

## **SEVERABILITY**

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

EXECUTED ON the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## **COUNTY OF EL PASO**

By: \_\_\_\_\_  
Ricardo Samaniego  
El Paso County Judge

## **APPROVED AS TO CONTENT**

By: \_\_\_\_\_  
Lisa Wise  
Elections Administrator

*Signatures continued on the following page*

**CENTRAL TRANSPORTATION SYSTEMS, INC.**

By: EB Barker GM/VP 7/15/2021  
NAME Eric Barker  
TITLE GM/VP

## **APPENDIX A**