COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145748
PAGE 1 OF 16
DATE: 8/19/2025

SUBJECT: **RFP NO. F2025159 - ANNUAL CONTRACT FOR ELECTIONS TASKINGS AND SCHEDULING - ELECTIONS ADMINISTRATION - ELECTASK, LLC - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025159, Annual Contract for Elections Taskings and Scheduling, for Elections Administration, to Electask, LLC at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. One thousand five hundred ten (1,510) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on June 3, 2025 was attended by two (2) vendors as well as representatives from Elections Administration and Purchasing. One (1) proposal and eight (8) no-bids were received.

The proposal was evaluated by Elections Administration and Purchasing representatives. Evaluation was based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in no reduction in price.

The proposal received from Electask, LLC meets all specifications and is acceptable to Elections Administration.

The term of the contract is twelve (12) months, effective August 19, 2025, with two (2) options for renewal periods of twelve (12) months each.

This purchase is to implement a subscription-based time management software that will assist the Elections Administrator with State timelines through setting and establishing tasks, deadlines, tracking milestones, and monitoring productivity workers through a shared portal leading up to an election.

Therefore, it is the joint recommendation of Elections Administration and Purchasing that RFP No. F2025159, Annual Contract for Elections Taskings and Scheduling, be awarded to Electask, LLC at the per contract terms.

SUBMITTED BY	Purchasing	PREPARED BY:	Dallas Arter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of $34,928.00 is available in account T7100-2025 Contract Elections/1420000000 Elections/578025 Software Maintenance and Licenses.

RFP No. F2025159, Annual Contract for Elections Taskings and Scheduling

		Award
		Electask, LLC Washington, DC HUB - No CO-OP - Yes
Evaluation Criteria	Max Points	Score
Vendor Experience	100	**41.67**
Response to Requirements	350	**126.00**
Project Approach and Implementation	100	**42.67**
References	100	**100.00**
Price	350	**350.00**
Total Score	1000	**590.33**

No Bids were received from GOOGOZ.com, Inc., 3-C Technology, Communication Concepts (Communicon Inc.), SecurityScorecard, Inc., Texas Pipeline Services, Tall city Cyber LLC, First Due (Locality Media, Inc.), and ElevatED Training Strategies (ElevatED Training Strategies LLC).

RFP No. F2025159 Annual Contract for Elections Taskings and Scheduling

			Electask, LLC Washington, DC HUB - No CO-OP - Yes	
Item	Description	Qty	Unit Price	Ext Price
1.1	Year 1 - All-inclusive fixed pricing for software licensing, implementation, support and maintenance.	1	**$ 34,928.00**	**$ 34,928.00**
1.2	Year 2 - All-inclusive fixed pricing for software licensing, support and maintenance.	1	**$ 34,928.00**	**$ 34,928.00**
1.3	Year 3 - All-inclusive fixed pricing for software licensing, support and maintenance.	1	**$ 34,928.00**	**$ 34,928.00**

No-bids were received from Googoz.com, Inc., 3-C Technology, LLC, Communication Concepts (Communicon Inc.), SecurityScorecard, Inc., Texas Pipeline Services, Tall City Cyber LLC, First Due (Locality Medica, Inc.), and ElevatED Training Strategies (ElevatED Training Strategies LLC).

CLINTON LUDWIG
Elections Administrator

TROY HAVARD
Assistant Elections Administrator

TARRANT COUNTY
ELECTIONS ADMINISTRATION

July 16, 2025

Ms. Dallas Arter
Purchasing Department
100 East Weatherford St
Fort Worth, TX 76196

Dear Ms. Arter,

This letter is regarding Bid No. F2025159, Elections Tasking and Scheduling . Having reviewed the bids that your department received and submitted to our department, I am pleased to recommend that the contract be awarded to ElecTask, LLC.

Troy Havard
Assistant Elections Administrator

End User License Agreement

This End User License Agreement ("Agreement") is made as of the date of signature ("Effective Date") between ELECTASK LLC. ("Licensor"), and Tarrant County, Texas ("County").

The Licensor wishes to license computer software to the County and the County.

desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

License

1. Licensor hereby grants Licensee a non-exclusive, non-transferable license to use ELECTASK (the "Software") .
2. "Software" is comprised of the web-based computer application as found at app.electask.com and the connected database(s). The Software and services associated with the software is fully outlined in Exhibit A.
3. Title, intellectual property rights and distribution rights of and to the Software remain exclusively with the Licensor. Intellectual property rights include copyright and the look and feel of the Software. This Agreement constitutes a license for use only and is not a transfer of any ownership or other rights to the Software.
4. The rights and obligations created by this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer, assign any or make available for use any of the rights or obligations granted under this Agreement to any other person or entity.
5. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
6. Failure to comply with any of the material terms under the License section will be constitute a breach hereof.

License Fee

7. The County shall pay the Licensor an annual fee of $34,928 for the use of the Software with the first installment due on the Effective Date and the subsequent installment due on the anniversary of the Effective Date the following year (collectively, the "Installment Due Dates"). The County is granted a 30-day grace period from each Installment Due Date to remit payment. If payment is not received by the end of the 30-day grace period, the Licensor may immediately suspend the County's access to the Software until the overdue installment is paid in full.

Limitation of Liability

8. The Software is provided by the Licensor and accepted by the County"as is". Liability of the Licensor will be limited to a maximum of the original purchase price of the Software. The Licensor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
9. The Licensor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
10. The Licensor does not warrant that use of the Software will be uninterrupted or error-free. The County accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

11. The Licensor warrants and represents that it is the copyright holder of the Software. The Licensor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute. The Licensor will defend, indemnity and hold harmless the Licensee against any copyright claims.

User Support

12. The County will be entitled to support, maintenance upgrades, and bug fixes incurred by Licensee during the two-year term hereof. User support is outlined in Exhibit A.

Term

13. The term of this Agreement will begin on the Effective Date and will continue for a period initial term of one (1) year. The agreement, at the option and approval of the County, may be renewed for up to two (2) successive one-year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

Termination

14. This Agreement will be terminated and the License forfeited prior to the end of the term if the County is in breach of any material provision of this agreement. On termination of this Agreement for any reason, the Licensor will promptly revoke the County's access to the Software. If such access cannot be revoked for any reason, the County will nevertheless cease use of the Software. If the County does not cease such use of the Software upon termination of the Agreement, the Licensor shall have the option to either revoke the County's access to the software or elect automatic renewal of this agreement for an additional one-year period upon the same terms and conditions hereof.

Force Majeure

15. The Licensor will have no liability to the County where the Licensor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Licensor has taken any and all appropriate action to mitigate such an event.

Governing Law

16. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Texas for the enforcement of this Agreement or decision arising from this Agreement. This Agreement will be enforced or construed according to the

laws of the State of Texas.

Miscellaneous

17. This Agreement can only be modified in writing signed by both the Licensor and the County.
18. This Agreement does not create or imply any relationship in agency or partnership between the Licensor and the Licensee.
19. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
20. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
21. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Licensor's successors and assigns.
22. In providing the services required by this Agreement, Licensor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Licensor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
23. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose.

Exhibit A

Scope of Services

Overview of Services

Contractor will provide Tarrant County with access to the Electask Application to be customized for Tarrant County's use as provided in the Agreement. The Electask Application is designed to support election officials in organizing, assigning, and tracking election-related tasks and personnel, with integrated tools for messaging, documentation, and archiving.

2. Included Software Features

The following features are included with the subscription and are not subject to additional fees:

- Election templates and live election tracking tools
- Automatic notifications to assigned personnel
- Task generation, assignment, and progress tracking
- Messaging system integrated into the Platform
- Comprehensive audit trail of all actions taken
- Permanent election archive for all completed events
- Embedded live chat support
- Future feature upgrades at no additional cost.

Contractor may engage internal or external technical resources, as needed, to ensure the Platform's continued performance and reliability.

3. Hosting and Security

- All data is hosted on encrypted databases within Amazon Web Services (AWS), located in data centers within the United States.
- The application is protected by end-to-end encryption protocols and secured using Cloudflare services to ensure protection during data transmission and access.
- The Platform employs TLS encryption and follows industry-standard best practices for secure data management and privacy protection.

4. Custom Onboarding

Contractor will provide custom onboarding, which shall include the following, tailored to the specific needs of Tarrant County:

- Evaluation and review of Tarrant County's current task list and election management practices
- Personalized system configuration based on operational structure, as well as applicable election and public records laws

- Role-based training for Tarrant County's personnel
- Guided onboarding and platform orientation for staff
- Support in developing an initial task template aligned with Tarrant County's workflows

5. Onboarding Timeline

Onboarding will typically begin within five (5) business days following the Effective Date. The estimated time to completion is between three (3) weeks and four (4) weeks. The timeline for Project Completion may vary based on the complexity of Tarrant County's needs and availability of existing data. Electask personnel will be physically present on the implementation day and that travel is included in Year 1 fixed cost.

However, if the Platform does not achieve Project Completion within thirty (30) days following commencement of Onboarding, Tarrant County may elect to immediately terminate the Agreement and Contractor shall refund Tarrant County any portion of the License Fee already paid to Contractor less any reasonable expenses approved by Tarrant County in advance and in writing within five (5) business days of such termination.

Project Completion means that Tarrant and its personnel utilizing the Platform has full log-in and online access to the Platform, and the Platform's features and functionality, as described in this Scope of Services and otherwise by Contractor in writing, customized to Tarrant County's needs and specifications are fully implemented and operational including, without limitation, all customized templates, election tracking tools, integrated messaging system, comprehensive audit trails and archives, and task generation, assignment and progress tracking tools.

6. Support Services and SLA

Live supports services will be provided during Contractor's business hours (Monday–Friday, 9:00 a.m. to 6:00 p.m. Eastern Time, excluding federal holidays). Contractor shall provide the following support services:

- Real-time chat embedded in the Platform
- Phone and email support
- Scheduled Zoom sessions for training and troubleshooting
- Assistance with configuration, workflow adjustments, and Platform usage

7. Miscellaneous

Except as expressly provided herein, Contractor makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

whatsoever.

Notices

All notices provided herein shall be in writing and sent via email to the following: ELECTASK LLC: Attn: Max Oltersdorf, Managing Member

Tarrant County: Attn:

Licensor email address:
Max@electask.com

Licensee email address:

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand on the dates inscribed below.

ELECTASK LLC	Tarrant County, Texas
By: _____	By: _____ ( )
(Max Oltersdorf, Managing Member)	
Date: 7/16/2025	Date: _____

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025159 - Annual Contract for Elections Tasking and Scheduling - Elections Administration – Electask, LLC - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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RFP No. F2025159 - Annual Contract for Elections Taskings and Scheduling - Elections Administration - Electask, LLC - Per Contract Terms

SIGNED AND EXECUTED this 19 day of August, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare - County Judge

Tim O'Hare
County Judge
<#deefee5c-dd95-451e-039c-08dcb56d40e8-DateSigned#>