

CONTRACT FOR  
“STREET LIGHT AUDIT & OWNERSHIP SUPPORT  
PROJECT”

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between the City of Killeen, 101 N College Street, Killeen, TX 76541, a municipal corporation organized and existing under the laws of the State of Texas (the “City”), and Tanko Streetlighting, Inc., 220 Bayshore Blvd, San Francisco, CA 94124 a California corporation, (the “Contracting Party”).

RECITALS:

WHEREAS, on July 27, 2020, the City received a Proposal from the Contracting Party for Streetlight Audit and Ownership Support Project; and

WHEREAS, the City concluded that the Contracting Party’s qualifications, pricing and approach will meet the City’s requirements and goals; and

WHEREAS, the City and the Contracting Party desire to enter into a formal contract for the project.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work - The Contracting Party agrees to perform the Work described more fully in the attached Exhibit A – Scope of Services. The Contracting Party also agrees to comply with all of the terms and conditions set forth herein.
2. Term – The Work shall be completed no later than December 31, 2021, unless otherwise extended by written authorization by the City.
3. Contract Documents – The Contract includes the Scope of Services (Exhibit A), the Pricing Proposal (Exhibit B), the Insurance Requirements (Exhibit C), and the “Boycott Israel Acknowledgement” (Exhibit D), which are made a part hereof.
4. Price and Payment - That for, and in consideration of, the payments and agreements herein after mentioned, to be made by the City, the Contracting Party hereby agrees with the City to commence and to complete the WORK described as follows: “Ownership Support” (as described in Exhibit A – Scope of Services) herein after called the WORK, for the Not to Exceed Amount of One Hundred Ninety-Six Thousand, Three Hundred Dollars (\$196,300.00) in accordance with the conditions and prices stated in the Pricing Proposal (Exhibit B).”
  - 4a. City acknowledges that estimated fixture quantity is approximately 4,440, but that final fixture quantity will be determined by the completion of the audit and data reconciliation processes.

- 4b. City acknowledges that Contracting Party will perform a comprehensive field audit as detailed in the Scope of Services (Exhibit A) for all street light fixtures in the City and that the cost of the audit will be based on a fixed per unit price of Eighteen Dollars (\$18.00) per audited fixture. In the event that the fixture quantities confirmed in the audit exceed the estimated quantities, the City will be billed at the fixed per unit price.
- 4c. If, after the City defines the street light fixtures included in the project scope, the City determines that any audited fixture location is not in the scope of work for this project, City agrees to pay Contracting Party a fee of Eighteen Dollars (\$18.00) per audited fixture for the auditing and data reconciliation services.
- 4d. If the audit confirms more than 4,400 existing fixtures, and the City requests that these additional fixtures be included in the design process, City agrees that the cost of design for each additional fixture will be based on the per unit fixture price of Seven Dollars (\$7.00) per data reconciled and designed fixture.
- 4e. For Step 1, Task 1: GIS Audit, Contracting Party shall invoice the City on a monthly basis, based on fixtures audited.
- 4f. Contracting Party shall invoice the City for Step 1, Tasks 2-3 upon submission of the deliverables for Task 3.
- 4g. Contracting Party shall immediately invoice the City the Total Not to Exceed Amount of Forty Thousand Dollars (\$40,000.00) for Step 2 in one lump sum only upon receipt of a viable offer from the utility (confirmed by Contracting Party to be reasonable based on pricing from previous municipal streetlight acquisition nationwide) or a Court award of possession of the streetlight assets in favor of the City.
- 4h. City shall pay Contracting Party within thirty (30) days of receipt of invoice.
- 5. Right to Terminate – If either party wishes, this Contract can be terminated at any point.
  - 5a. City shall be responsible for payment for services rendered for Step 1 tasks up until the time of termination.
  - 5b. City shall only be responsible for payment on Step 2 tasks once the deliverables are provided. If the Contract is terminated prior to the point in which the deliverables for Step 2 are provided, there is no cost to the City and the Contracting Party is not held responsible for any part (completed or remaining) of the Contract.
- 6. No Waiver or Estoppel – Either party's failure to insist upon the strict performance by the other of any terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party

shall be relived of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Indemnification and Insurance – To the fullest extent permitted by law, Contracting Party agrees to defend, indemnify and hold harmless the City of Killeen, its respective boards and commissions, officers, agents, officials, employees contractors, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern, (including, but not limited to, officers, agents, officials, employees, servants, volunteers, contractors and representatives of the City of Killeen, its boards and commissions) arising from, or alleged to have arisen from, any and all acts or omissions of the Contracting Party, its employees, agents, servants, contractors, and/or representatives in the performance of this Agreement. This indemnification shall not be affected by other portions of this Contract relating to insurance requirements.

The Contracting Party agrees to name the City of Killeen as an additional insured and will procure and keep in force at all times, at its own expense, insurance in accordance with Insurance Exhibit C attached hereto and incorporated by reference herein.

8. Licenses, Fees, Permits and Code Compliance – The Contracting Party shall be responsible for obtaining and maintaining all requisite licenses and permits and shall be solely responsible for all fees for such obligations. The Contracting Party is responsible for complying with all applicable local, state and federal laws, codes, and regulations in the design and implementation of this project.
9. Notice – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the City:

Kent Cagle  
City Manager  
City of Killeen  
101 N College Street  
Killeen, TX 76541  
kcagle@killeentexas.gov

If to the Contracting Party:

Jason Tanko  
Chief Executive Officer  
Tanko Streetlighting, Inc.  
220 Bayshore Boulevard  
San Francisco, CA 94124  
jason@tankolighting.com

10. Successors and Assigns. The City and Contracting Party each binds itself and its successors, executors, administrators and assigns to any other party of this Contract and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Contract. Except as above, neither the City nor the Contracting Party shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other Party.
11. Applicable Law and Venue – This entire Contract is performable in Bell County, Texas, and the venue for any action related, directly or indirectly, to this Contract or in any manner connected therewith shall only be in Bell County, Texas, and this Contract shall be construed under the laws of the State of Texas.
12. Execution – This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

CITY OF KILLEEN

By \_\_\_\_\_  
KENT CAGLE, CITY  
MANAGER

Date: \_\_\_\_\_

TANKO STREETLIGHTING, INC.

By \_\_\_\_\_  
JASON TANKO, CEO

Date: 12/15/2020

# EXHIBIT A – SCOPE OF WORK

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## Step 1: Project Development

The following tasks will be part of Step 1:

### Task 1: Comprehensive GIS Audit of Existing Streetlights

In our experience, a proper GIS audit is essential to equipping the client with a comprehensive and accurate understanding of its existing infrastructure. The GIS audit is pivotal, as the data collected enables appropriate valuation and acquisition of the system. It also positions the municipality or its contractor to effectively maintain the system, as well as manage any system upgrades, such as LED conversion, which requires detailed field data to properly design and install.

Our data-driven approach to project implementation has defined our success. From GPS location coordinates to fixture wattages, accurate data collection and data management is the backbone from which our methodology stems. As the vast majority of our clients are interested in LED conversion of their systems, our auditors collect more than thirty fields of data per streetlight fixture to ensure that after the ownership transfer, the same data set can be used to create an LED streetlight design customized to our clients' needs and tailored to each light's unique location. This approach also enables us and our clients to streamline maintenance processes, as we know exactly where each light is, the type of pole it is on, the type of fixture that is installed, etc., so that our maintenance crews can be prepared ahead of time to respond to requests and minimize visiting the same fixture multiple times.

Tanko Lighting's approach to the audit is an in-field strategy that poses the following advantages:

- Our initial audit has a 98% accuracy rate. Since we identify and rectify any missing data or errors, our final error rate is significantly less than 1% - which is further rectified during the installation and final commissioning phases of a project.
- Deploying trained auditors to the field at the onset of the project enables our team to obtain the most definitive, up-to-date data set possible. While we supplement our field data with digital data sources (e.g. aerial imagery, street-level imagery, and municipal/utility inventories), the integrity of our audit is never dependent on the age or accuracy of available digital data sources.
- Our in-field approach provides the greatest accuracy and access to the pole and fixture. In person, we can identify potential safety issues, such as leaning poles or structural damage to the pole/arm/fixture. We can also verify pole numbers/labels and confirm any locations where numbers/labels are damaged or missing. This in-person verification of pole labels and exact locations is also invaluable in reconciling the utility billing inventory with what we find in the field (see Task 2).
- Comprehensive access to the pole and fixture allows for a more conscientious design. Because our team collects so much information that can only be gathered in person (e.g. fixture wattage, various height/distance measurements of the light and street, and factors that inform lighting levels and distribution patterns), we can create a highly-customized design tailored to a city's specific lighting needs – and identify any concerns from the project start.

- Knowing exactly what assets are in the field, as well as the current condition of those assets, enables us to identify which assets are eligible for purchase and determine a fair valuation of the lighting system.
- Collecting data in person gives our team the highest possible certainty of what is in the field. This precision means that should the municipality move forward with an LED conversion or other system-wide updates, the municipality will be able to budget and procure for exactly what is in the field - money is not wasted on over-ordering, nor is project completion delayed by under-ordering. This precision also minimizes sloppy design (and inherent lower energy savings) – which are more likely from a subcontracted audit.

The preparation phase for the audit will involve the following activities that are critical to the accuracy of the data collection:

- Tanko Lighting working with municipal staff to clearly define audit scope, including priority areas, municipal boundaries, and any areas outside the right-of-way that should be included.
- Our team developing and providing to municipal staff a list of the attributes that will be collected at each light during the audit.
- City staff providing our team with all available City and utility records for streetlights.
- Our team reviewing these data records to determine which should be utilized for the data reconciliation phase.
- Our team developing audit maps, scheduling, and dispatching auditors to the field.

Once the preparation phase is complete, the audit will commence. We will collect data on all of the existing inventory and identify attributes on-site, including:

- Global Positioning Service (GPS) coordinates (latitude, longitude) of each fixture location and date of capture
- Fixture type
- Lamp type and wattage
- Pole material, mounting height, and arm length
- Pole ID number
- Street width and configuration (e.g. intersection, crosswalk, cul-de-sac)
- Electrical feed (overhead, underground)
- Visible issues (e.g. pole leaning, fixture damage, tree obstruction)

Our auditors collect and transmit data points daily. We will compile data weekly to provide the municipality with a Weekly Audit Report (a sample can be provided upon request). The Weekly Audit Report will enable the City to identify and address any immediate safety concerns, as well as other issues – such as tree trimming – that may need attention prior to future maintenance or LED conversion.

Unlike other potential providers, Tanko Lighting is an industry expert focused solely on streetlighting. We have built our own in-house data team with the right blend of both streetlighting technical expertise and data analysis skills to collect and reconcile accurate project data (note that we never subcontract out the audit or data services). Further, our field auditors have accurately collected data on hundreds of thousands of streetlight fixtures nationwide – ensuring that the City's audit will be conducted by highly qualified

professionals with tremendous experience. This renders Tanko Lighting as the most qualified to perform the GIS audit, as our staff is significantly experienced in the nuances and characteristics of all streetlight configurations.

#### Deliverables:

- Weekly Audit Reports: An overview map listing the locations completed during the data collection phase, along with a description of any issues that the municipality or utility would need to devote immediate attention to.
- Audit Data: Record of fixtures found in the field audit and their associated attributes, to be provided in geodatabase, shapefile, or spreadsheet form (this deliverable will be provided after the completion of Task 2).

## Task 2: Data Reconciliation

Tanko Lighting has developed a methodology to capture every streetlight asset owned by and/or billed to a municipality. Using precise GPS technology and expert streetlighting GIS Analysts, our team reconciles every asset it locates in the field with each record in the utility's billing inventory to ensure that all assets eligible for acquisition have been identified. In our team's experience, cross referencing these various data sources results in extremely precise and clean data. Projects typically have a utility billing discrepancy of approximately 5 – 10 percent of the inventory quantity, which can result in cities being over-billed by their utility. Any such discrepancies will be identified during this phase of the project, included in a data reconciliation report to the municipality, and taken into account during negotiations with the utility on the municipality's behalf.

The data reconciliation report will include the following items:

- Analysis of locations confirmed during the audit
- Analysis of locations appearing in the utility records but not in the confirmed audit records
- Analysis of locations confirmed in the audit records but not in the utility records

#### Deliverables:

- Reconciliation Report: A concise report detailing any discrepancies found between field data and utility billing records, as well as where records tied out cleanly. Note that any locations where discrepancies exist will not be included in the design phase. Further, addressing these discrepancy locations with the utility will occur during the subsequent installation phase of the project (under separate contract).

## Task 3: Design

In Tanko Lighting's experience, a comprehensive LED streetlight conversion project is the ideal opportunity for a municipality to reassess its entire streetlighting design and ensure that field conditions are optimized for all applications in the design. To achieve this, our team routinely conducts municipal-wide design processes for each of its turn-key streetlighting projects. Recent projects in which design processes were implemented include Simi Valley, CA, La Verne, CA, Santa Clarita, CA, Chino Hills, CA, Fullerton, CA, Vernon, CT, and Malden, MA Bristol, CT, and Norwich, CT. This experience has led to our team's streamlined approach to design.

Once our team has canvassed the City through the audit and established a "clean" data set of the existing conditions (via the data reconciliation process), it can then develop and apply a replacement design. Our

team utilizes Illuminating Engineering Society (IES) RP8 standards for roadways and right of ways. Additionally, we utilize Trade Manual 12-12 for direction on light level equivalencies between HPS and LED and maintain a working knowledge of all the latest publications and updates in the market. However, there are many instances when municipal customers need to alter these standards to best meet their specific needs. Thus, our team uses these types of industry accepted standards as guidelines and works closely with the City to develop customized proposed standards of comfort and functionality that match its needs.

Our goal will be to provide the City with an appropriate replacement design that includes the brand of fixture, photocell, replacement wattages, color temperatures, distribution patterns and other appropriate settings and options to optimize the LED streetlight retrofit. The design will ultimately result in a replacement plan for all existing streetlights that includes photometric data, lifecycle cost analysis (including the initial capital outlay), net present value and return on investment, energy savings, as well as maps of the replacement plan (see sample map above).

In our experience, a critical initial step in proper design involves photometric analysis – which is an examination of the distribution or “spread” of light from the fixture onto the ground. Whereas a typical High Pressure Sodium (HPS) fixture indiscriminately throws the light in all directions, a typical LED fixture pinpoints the light spread to where it is needed most – on the roadway (see graphic to the right).

Given that an LED streetlight conversion is a significant investment, ensuring that the replacement LED fixtures properly distribute the light is imperative before the installation phase begins. The only way to confirm that the LED replacement fixtures improve the existing conditions is to model the light spread of the existing and replacement fixtures.

Tanko Lighting is seasoned in this type of modeling. Our proven process involves both theoretical photometrics modeling (demonstrating the light distribution from an aerial perspective at the fixture location), as well as photopic (which measures the light that the cones of the eyes typically perceive) and scotopic (which measures the light that the rods of the eyes typically perceive) field measurements obtained from directly under the fixture and at varying distances to the sides of and across the street from the fixture. The results from these models portray the most accurate existing and replacement conditions that verify that the replacement LED fixtures will improve the system.

Tanko Lighting's approach to comprehensive design typically includes the following elements::

- Developing typical photometric layouts based on assumptions, including wattage, distribution type, pole height, spacing etc.
- Organizing the streetlight infrastructure by roadway classifications (such a residential, collector and arterial) and conducting a minimum of three theoretic photometric layouts (representing the aforementioned roadway classifications) for replacement fixtures of the City's preferred fixture brands and lines. Developing theoretic photometric layouts for one typical existing fixture per main roadway classification (one for residential, one for collector and one for arterial) to demonstrate baseline conditions and utilize as a point of comparison to the photometric layouts for replacement fixtures.
- Applying standard LED replacement wattage recommendations based on the location of each existing HPS fixture.
- Addressing distribution pattern needs for the specific roadway types and neighborhood characteristics (such as cul-de-sac locations) to ensure a tight light distribution pattern and minimize backlighting.



- Conferring with the City's safety coordinators and police officers to solicit feedback on areas that are currently over- or under-lit and are public safety concerns.
- Coordinating an optional pilot project installation, including selecting appropriate fixture(s) to pilot, identifying locations to pilot in, obtaining fixtures and coordinating with an installer. Tanko Lighting recommends that the pilot include the installation of 8-10 fixtures, presumably in groups of 2, to evaluate differences in color temperature, wattage, etc. Upon request, Tanko Lighting will conduct photopic/scotopic field light measurements, as well as manufacturer-provided photometric analyses before and after sample fixture installations to confirm that the theoretical design is appropriately meeting field conditions. If the City is interested in a pilot installation, Tanko Lighting can provide pricing upon request.
- Reviewing additional data sets (upon request and only if there is readily-available data) to identify potential areas in need of special consideration (such as available data on important localized land uses (e.g. parks, schools, hospitals, etc.), pedestrian, vehicle use and crash data, relative volumes of pedestrian and bicycle activity, unique neighborhood characteristics) and incorporating the analysis of the additional data into the design recommendations.
- Selecting appropriate wattages and distribution types for replacement fixtures to meet the City's needs, while maintaining the objective of providing a simplified design that standardizes inventory (so that the system has consistency and can be more easily maintained over time).
- Applying the City's preferred products, typical models and special considerations to its GIS inventory to produce maps of the type and wattages by location (see sample map on the previous page), as well as an analysis of the total cost, incentives, savings, and payback for the potential retrofit design.
- Presenting the options and total cost/incentives/savings/payback to the City and obtain its final approval on design.

Our team will guide the City through how to interpret the photometrics, reviewing how the results indicate the products' spread of light, the distances the fixtures reach, how much back light is present (which is wasted light), how much light is distributed directly under the fixture (also wasted light), and the general containment of light in the road/right-of-way. The interpretation of the photometrics data will enable the City to confidently choose a fixture that meets its preferences.

The overall benefits to Tanko Lighting's design approach include:

- Standardization – The City is ensured that there is a consistent design method resulting in wattage continuity on its streets. Standardization also leads to a reduction in the variety of fixtures that the City must keep in its inventory
- Safety – Based on the most updated field conditions, the City can be assured that the design matches the system's current needs and results in improved public safety from streets no longer being under or over lit
- Efficiency – The process takes a very thorough approach by examining all relevant field factors and thereby maximizes the available savings by utilizing the most efficient design, while meeting light output needs
- Streamlined Installation – The process allows for the development of a detailed scope of work (via a map of all replacements) by fixture for the installers to follow in the field – which enables more efficient materials gathering at the start of each work day

Deliverables:

- Replacement Plan Maps: City-wide maps with recommended LED replacement wattages for the City to review and approve.
- Pilot Installation (Optional): Coordination of a pilot installation of a minimum number of City-preferred products.

## Step 2: Ownership Negotiations

Tanko Lighting has extensive experience nationally with municipal streetlight ownership projects. This experience will be leveraged for the City's project. Our team will provide comprehensive services to support the City's ownership of its streetlight assets from its utility, including:

- In-depth financial valuation of the existing streetlight system assets, including:
  - Determination of the value in use of the system to be purchased
  - Determination of the value on a functional basis
  - Estimation of the original book value of the assets
  - Determination of the salvage and functional replacement value of the system
  - Estimation of the degree of deferred maintenance within the system
  - Estimate of the costs/savings involved with converting the system to LED fixtures
  - Determination of the remaining economic life of the system
- Providing financial analysis of the feasibility of ownership, including:
  - 10 and 20-year cash flow analysis with inclusion of multiple financing options and sensitivity to turnover point and cash flow
- Coordinating financing, if needed
- Initiating and leading negotiations with the utility
- Presenting analysis, strategies and options to City staff and Council members via webinars, phone calls and/or a limited number of meetings
- Providing background evidence, case law, data, research, legal arguments, and precedence to support litigation to forcibly purchase the streetlight system (if necessary). Please note that Tanko Lighting will coordinate with the City's legal counselor(s) and that all court appearances, court filings, court costs, filing fees, attorney's fees, legal costs/services, and expert witness fees will be the City's responsibility

Tanko Lighting shall initiate contact with the utility within 60 days of execution of this agreement. This Step can be cancelled at no cost to the City at any point before the deliverables are provided if either party wishes. If the City chooses not to pursue litigation and/or no reasonable offer is made through negotiations, then no deliverable is due from Tanko Lighting and no payment is due from the City.

Please note that should the City need additional negotiations support beyond the utility offer or Court award, Tanko Lighting will provide a detailed scope of work and pricing for this work once the Step 2 deliverables have been achieved.

### Deliverables:

- Preliminary Financial Valuation Analysis: 10 and 20-year cash flow analysis with multiple financing options, demonstrating the feasibility of ownership.
- Analysis Presentation: Power Point presentation presenting the financial analysis, purchase price recommendations, strategies, and options for the City.
- Streetlight Ownership Offer from Utility: Tanko Lighting's efforts will result in a viable offer from the utility to the City or a Court Order in favor of the City to purchase the streetlight assets.

- Supporting Documentation: Case law, data, and other background evidence to support the City's legal case to purchase the streetlight system.

## EXHIBIT B – PRICING

Pricing				
Step	Task	Unit Pricing	Estimated Quantity	Extended Pricing
Step 1: Project Development	Task 1: GIS Audit	\$18.00 per fixture	4,440	\$79,920
	Tasks 2 – 3: Data Reconciliation & Design	\$7.00 per fixture	4,440	\$31,080
Step 2: Ownership Negotiations	N/A	A fixed fee of \$40,000 will be due only upon a viable offer from the utility to the City or a Court Order in favor of the City to purchase the streetlight assets.	1	\$40,000
Subtotal Amount:				\$151,000
Contingency for Underestimated Quantity (@ 30%):				\$45,300
Total (Not to Exceed) Amount:				\$196,300

- Proposed Payment Terms:
  - Step 1:
    - Task 1: Tanko Lighting will invoice the City for Task 1: GIS Audit on a monthly basis, based on the quantity of fixtures audited during the month.
    - Tasks 2 – 3: Tanko Lighting will invoice the City for Tasks 2 – 3 upon submission of the design deliverables.
  - Step 2: Tanko Lighting will invoice the City for Step 2: Ownership Negotiations in one lump sum only upon receipt of a viable offer from the utility to the City or a Court Order in favor of the City to purchase the streetlight assets. If the deliverable for Step 2: Ownership Negotiations cannot be achieved, Tanko Lighting will not invoice the City for any services rendered.
  - The City shall pay Tanko Lighting within thirty (30) days of receipt of invoices.

## EXHIBIT C – INSURANCE REQUIRMENTS

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### Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

#### Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

#### Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

### B. Comprehensive Automobile Liability.

#### Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

#### Property Damage

- (1) Each Occurrence - \$1,000,000

## EXHIBIT D

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### **Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATURE: \_\_\_\_\_

DATE: 12/15/2020 \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Jason Tanko \_\_\_\_\_