

WHEREAS, this Agreement is entered into in the spirit of cooperation and collaboration by the Parties to describe how their services and resources will be utilized to serve the citizen of Hidalgo County, including individuals who may benefit from the services provided by both Parties.

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee, as a non-profit organization, a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of providing food distribution services for the Constituents of Hidalgo County. (The “License”). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County’s sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein. The Parties agree that neither will receive compensation from the other for performing the terms of this Agreement.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the license Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the “Notice”). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the Non Profit business under this Agreement shall apply only to the Licensee Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee of the use of the License Area. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of itself and its heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area and Licensee hereby waives and releases any such claim.

3. Term. The initial term of the lease shall be for **two (2) years**, from the date the license is issued as of the effective date above. Hidalgo County Commissioner’s Court at its sole discretion may extend the license for an additional **two (2) year** extension under same terms and conditions. The County has the option to extend for a sixty (60) day grace period at the end of the agreement for unforeseen delays under the same terms and conditions, if applicable. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

4. Limitations/Restrictions on License Area.

a) Licensee shall ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

b) Licensee shall comply with, and shall not use the License Area in any manner which is in violation of, any federal, state or local law, statute, regulation or ordinance or permit issued by any applicable governmental authority in connection with Licensee's use of the License Area.

c) Licensee shall not make any alterations, additions or improvements to the License Area, without the written consent of the County.

d) Licensee shall not cause or allow to be caused any damage to any improvement(s) located within the License Area, including any improvement(s) installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

e) Licensee acknowledges that access to the License Area may be limited or restricted by the County. Licensee agrees to comply with all rules and regulations imposed by the County with respect to access to the License Area.

1. Condition of License Area. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its "as is" condition without any warranties or representation of any kind by the County.

2. **Indemnification. Licensee shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation an defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the use by Licensee of the License Area. Licensee shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.**

3. Insurance. Consistent with its status as an independent contractor and at its sole expense, Licensee agrees that throughout the duration of the work under this contract and any extension

hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Licensee's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Licensee's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Licensee is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Licensee shall cause all subcontractors utilized by Licensee to also comply with these specifications. Licensee shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Licensee shall name the County as an additional insured. Licensee shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Licensee shall make any other insurance documentation available to County upon request.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Licensee Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. Default. If Licensee fails to comply with any of Licensee's obligations under this Agreement and such failure continues for ten (10) days from receipt of written notice then in the event of any failure, and in addition to any other remedies permitted at law or in equity, including without limitation, specific performance and injunctive relief, County may: (a) terminate this Agreement and any license rights arising hereunder, provided, that no such termination shall release Licensee from any of his obligations arising hereunder; and (b) undertake such measures as may be required to cure the default and in the event the County undertakes to cure the default, Licensee shall pay all costs and expenses incurred in connection therewith within ten (10) days after receipt of an invoice therefore, together with interest thereon from and after the date said bill was due and payable at a rate allowed by law.

6. Maintenance. Licensee agrees to maintain, at Licensee's own expense, the License Area in a good and clean condition and state of repair.

7. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any

provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver. No waiver by any party hereof of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Licensee not otherwise.

10. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties specified by written notice delivered in accordance herewith:

If to the District: Hidalgo County
Attention County Judge
100 E. Cano Street 2nd Floor
Edinburg, Texas 78539

If to Licensee: Food Bank of the Rio Grande Valley, Inc.
724 N. Cage Blvd.
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally

delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. Assignment. This Agreement shall not be assignable by Licensee.

15. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

16. Gender and Number. All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action , and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

19. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or

federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. Nondiscrimination. Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY:

By: _____
Hon. Richard F. Cortez, County Judge

LICENSEE: ORGANIZATION'S NAME

By: _____
Printed Name: _____
Title: _____

ATTEST:

Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

EXHIBIT “A”

Request for Bid (RFB)

Procurement Packet

EXHIBIT “B”
LICENSEE’S RESPONSE

EXHIBIT “C”
INSURANCE REQUIREMENTS



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

December 02, 2019

Re: **HIDALGO COUNTY -Pct. 4**
Request for Proposals - "License for Use of Space at Hidalgo County Precinct 4 San Carlos CRC By A
Non-Profit Organization For Food Distribution Services In The Precinct 4 Area"

RFP No: 2019-253-12-18-MEG

Dear Gentlemen:

Enclosed please find a Request for Proposal (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626 ext. 4855.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY-Precinct 4

“License for use of Space at Hidalgo County Precinct 4 San Carlos CRC by a Non-Profit Organization for Food Distribution Services in the Precinct 4 Area”

RFP NO: 2019-253-12-18-MEG

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal Table of Contents	1
3.	Request for Proposal Legal Notice	11
4.	Exhibit A, Requirements	8
5.	Exhibit B, Evaluation Criteria	3
6.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	5
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (file - only if applicable)	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	8
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices “A” through “E”	6
11.	Exhibit H, Required Contract Clauses for Contracts Under Federal Award 2 CFR, Appendix II & FEMA (If Applicable)	15
12.	Exhibit “I”, FHWA1273 (If Applicable)	13
13.	Exhibit “J”, Proposer’s Affidavit	1
14.	Draft Service Contract	11
15.	RFP Submittal Check List	1

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.
Martha L. Salazar, CPPB, Purchasing Agent

LEGAL NOTICE



REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY-PCT. 4

**“License for use of Space at Hidalgo County Precinct 4 San Carlos CRC by a
Non-Profit Organization for Food Distribution Services in the Precinct 4 Area”**

RFP NO: 2019-253-12-18-MEG

Acceptance Due Date: December 18, 2019

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department**

Project Contact Information:

**Elena Gomez / Contract Specialist II
(956) 318-2626 Ext. 4855
elena.gomez@co.hidalgo.tx.us**

Form HCPD-04

1. Sealed Proposals will be received for "**HIDALGO COUNTY for P.C. 4** with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Respondents (may also be referred to as bidder, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall Proposals.
2. **One (1) original (pages one-sided, clearly marked ORIGINAL), one (1) copy of all Proposals and two (2) CDs or USB in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFP# 2019-253-12-18-MEG - HIDALGO COUNTY PCT. 4 "Non-Profit Food Distribution"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281-Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, WEDNESDAY 18, 2019.**

NO FACSIMILES EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all Proposals and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFP:

1. Legal Notice (See page 11);
 2. Areas of Specializations(Attachment "B" – Procurement Form)
 3. Insurance pages with Acknowledgment Forms (See Exhibit "C");
 4. Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");
 5. Vendor/Bidder Application, W-9, & HUB/DBE (See Exhibit "E");
 6. Certification Regarding Debarment (See Exhibit "F");
 7. (If applicable) – Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See Exhibit "H");
 8. Proposer's Affidavit (See Exhibit "J"); and
 9. SAMS.gov Registration Acknowledgement (See Number 17 below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all Proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
 4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question.

In such event, County may elect to award the contract to the next-lowest responsible respondent or to reject all Proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all Proposals.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
14. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- **"Hidalgo County Pct. 4 RFP: 2019-253-12-18-MEG "NON-PROFIT FOOD DISTRIBUTING SERVICES"**
 - e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.

December 18, 2019

16. HIDALGO COUNTY HOLIDAYS

2019 YEAR	
New Year's Day	01/01/2019
Martin Luther King Day	01/21/2019
President's Day	02/18/2019
Good Friday	04/19/2019
Memorial Day	05/27/2019
Independence Day	07/04/2019
Labor Day	09/02/2019
Columbus Day	10/14/2019
Veteran's Day	11/11/2019
Thanksgiving Day	11/28/ & 29/2019
Christmas Day	12/24/ & 25/2019
New Year's Eve	12/31/2019

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.
- Register at SAMs System for Award Management @ www.sam.gov.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

18. **TITLE VI NOTICE/ NONDISCRIMINATION**

a. By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability.(Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.

b. The following required statement and the applicable provisions of the Title VI “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.

- “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.

c. The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.

- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- **NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFP is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

20. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local

Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. 2019-253, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to elena.gomez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Proposals, and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost of expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County civil service system.
26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise, perform in accordance with the requirements.
28. **Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.**
29. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
31. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. CONTRACTS SUBJECT TO FEDERAL AWARD:

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).

34. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the county's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- 35.** Respondents must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Proposals
For
HIDALGO COUNTY
Pct. 4
“NON-PROFIT FOOD DISTRIBUTING SERVICES”
RFP NO: 2019-253-12-18-MEG

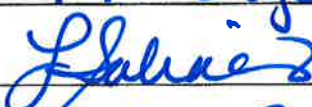
To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all Proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Proposals, as contained in the Requirements.

Respectfully submitted,

Firm: Food Bank of the Rio Grande Valley
Address: 724 N. Cage Blvd, Pharr TX 78577
By: 
Printed Name: Libby Salinas
Title: Chief Program Officer

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Food Bank RGV
Pharr, TX United States

Certificate Number:
2019-570756

Date Filed:
12/17/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP No. 2019-253
Food Distribution Services to the Elderly

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

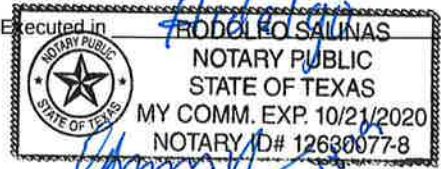
6 UNSWORN DECLARATION

My name is Libby Salinas, and my date of birth is 8/21/69

My address is 30267 N. Expressway 281 (street), Edinburg (city), TX (state), 78542 (zip code), Hidalgo (county)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 18 day of December, 2019



[Signature]
Signature of authorized agent of contracting business entity (Declarant)

TEXAS ETHICS COMMISSION

[Home \(/TECCertInt/pages/filer/landing.jsf\)](#) [Profile \(/TECCertInt/pages/profile/profileMaintenancePage.jsf\)](#) [Certificates \(/TECCertInt/pages/filer/certInfoListPage.jsf\)](#)

[Messages 2 \(/filer/messages.jsf\)](#)

Certificate of Interested Parties - Submitted

Submitted on Tue Dec 17 09:47:46 CST 2019

Unique Certificate Identifier: 2019-570756

[Home](#) [Print](#)



SYSTEM FOR AWARD MANAGEMENT

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/11/2020 from 8:00 AM to 1:00 PM

ALERT: A December 6th change to TFS Cipher Suites could impact browsers and web clients. System-to-System users should contact PSD for details.

ALERT: SAM GetData and Search APIs are currently unavailable. Please use extracts or SAM website as an alternative means of using SAM data.

Entity Dashboard

Food Bank Of The Rio Grande Valley, Inc
DUNS#: 786594614 CACIE Code: 5QCM5
Status: Active
Expiration Date: 06/24/2020
Purpose of Registration: Federal Assistance Awards Only

74 N. GAGE ROAD
PEARL, TX 78567-2007
UNITED STATES

SEARCH RECORDS
DISCLAIMERS
ACCESSIBILITY
CHECK STATUS
PRIVACY POLICY
ABOUT
HELP

- Entity Overview
- Entity Registration
- Core Data
- Assertions
- Reps & Certs
- POCs
- Reports
- Service Contract Report
- BioPreferred Report
- Exclusions
- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

Entity Overview

Entity Registration Summary

DUNS#: 786594614
Name: Food Bank Of The Rio Grande Valley, Inc
Business Type: Business or Organization
Last Updated By: Omar Rodriguez
Registration Status: Active
Activation Date: 06/25/2019
Expiration Date: 06/24/2020

Exclusion Summary

Active Exclusion Records? No

[BACK TO USER DASHBOARD](#)



2019-2020
GSA

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
REQUEST FOR PROPOSAL
"LICENSE FOR USE OF SPACE AT HIDALGO COUNTY PRECINCT 4 SAN CARLOS CRC BY A NON-PROFIT ORGANIZATION FOR FOOD DISTRIBUTION SERVICES IN THE PRECINCT 4 AREA"
RFP NO: 2019-253-12-18-MEG

The County of Hidalgo is offering a license for the use of space at Hidalgo County Precinct 4 San Carlos Community Resource Center (CRC) by a non-profit organization for food distribution services in the Precinct 4 area. License period will be effective once a month (preferably a Wednesday) between 9:00 a.m.-12:00 p.m. San Carlos CRC aka Endowment Center is located at 107 Sunflower Road Edinburg, Texas 78542. Non-profit organizations must qualify under section 501 (c) (3) Internal Revenue Code of 1986, as amended. Hidalgo County is requesting proposals for the provision of the distribution of food services to constituents of the Hidalgo County Precinct № 4 Area. The County of Hidalgo encourages organizations and/or programs of this nature to submit their proposals for the provision of "License for use of space at Hidalgo County Precinct 4 San Carlos CRC by a non-profit organization for food distribution services in the Precinct 4 area." as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, Month 00, 2019. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The following outlines the Request for Proposals (RFP) *(Please refer to Legal Notice to this RFP for additional requirements)*:

SECTION I - GENERAL TERMS AND CONDITIONS

Respondent must complete and include in their response, all documentation requested in this RFP. Refer to the enclosed RFP Checklist form for documents to be included with your response.

Hidalgo County is requesting response to this RFP. Responses should be clearly marked and/or labeled with the company's name, RFP number, Project Title, and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent at:

Deliver Submittal to:
RFP Number: 2019-253-12-18-MEG

"LICENSE FOR USE OF SPACE AT HIDALGO COUNTY PRECINCT 4 SAN CARLOS CRC BY A NON-PROFIT ORGANIZATION FOR FOOD DISTRIBUTION SERVICES IN THE PRECINCT 4 AREA"

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires the following total number of copies be submitted as part of your response to this RFP: **one (1) original, one paper (1) copy and one (1) electronic copy on (1) D/USB.** (Please refer to Legal Notice section of this RFP for additional requirements).

TERM OF CONTRACT: The initial term of the license shall be for **two (2) Years**, from the date the license is awarded. Hidalgo County Commissioner's Court at its sole discretion may extend the license for **two (2) additional year(s)** extension under same rates, terms and conditions. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E" certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law. (Except as allowed in the case of bona fide occupational qualifications). By submitting a response to this Request, Submitter certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended and related state and federal law.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS: Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

Hidalgo County reserves the right to:

- continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for an unforeseen delay in award of new bid for next contract term and contingent upon terms and conditions remaining unchanged.
- award the cancelled contract to the next lowest bidder as it deems to be in the best interest of the County.
- utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.
- reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications
- hold the bids for a period of ninety (90) days without taking any action.
- award to one or more bidder(s) whichever is in the best interest of the County.

Insurance certificates as per “**Exhibit C**” must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

After a bid is awarded and the low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item(s).

The award may be made to one proposer, multiple proposers, primary or secondary vendor(s) whichever is in the best interest of the County.

PROJECT OVERVIEW: All proposers shall provide in their submissions information describing or acknowledging they will comply with the following scope of services. **If proposer/vendor does not or cannot meet any of the following services and/or responsibilities, Hidalgo County will not consider or evaluate the submitted proposal.**

The County of Hidalgo, by and through its Precinct 4, desires to license the use of space at the Precinct 4 San Carlos CRC in Edinburg, Texas to a qualifying non-profit organization providing “food distribution services” for constituents residing in the Precinct 4 area. **Map of San Carlos CRC attached hereto as Exhibit A-1.**

Subject to availability at the San Carlos CRC, food distribution will occur one day per month (preferably a Wednesday) between 9:00 a.m.-12:00 p.m. at the San Carlos CRC. The Service provider may utilize a meeting room in the San Carlos CRC as well as a pre-determined area of the San Carlos CRC parking lot for facilitation of services and food distribution and other areas of the San Carlos CRC as agreed upon by parties which may become necessary to effectuate food distribution during the allotted time period. The Service provider will coordinate the distribution schedule and reservation of the applicable areas at the San Carlos CRC with Precinct 4 Administration in advance of any distribution date. Parking lot area to be reserved should not impede egress and ingress of traffic. Access to the License Area may be limited or restricted by the County. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its “as is” condition without any warranties or representation of any kind by the County. Neither Party shall receive compensation from the other for providing and/or performing the terms of the license.

Additionally, requirements for awarded proposer, include, but are not limited to:

- a) Provide all necessary equipment, personnel and supplies for the operation of food distribution services and related services.
- b) Ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.
- c) Provide services in a professional manner and keep the premises safe, clean and in orderly condition

- at all times.
- d) Perform services in accordance with all applicable federal, state and local laws, regulations and policies.
 - e) Ensure employees are courteous, efficient and neat in appearance.
 - f) Provide suitable covered receptacles for all garbage, trash and other refuse.
 - g) Bear all costs of operating.
 - h) Meet applicable Hidalgo County insurance requirements.
 - i) Refrain from making any alterations, modifications or any type of changes to any space assigned.
 - j) Maintenance of equipment to be utilized for services provided will be the responsibility of the awarded vendor.
 - k) Shall not cause or allow to be caused any damage to any improvement(s) located within the License Area, including any improvement(s) installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

PROJECT REQUIREMENTS:

A. WHO MAY APPLY:

Any non-profit services providers/organizations qualified under section 501 (c) (3) Internal Revenue Code of 1986, as amended, that offer food distribution services and wish to provide food distribution services to Hidalgo County constituents in the Precinct No 4 area.

B. ALLOWABLE USE OF FACILITY:

Only non-profit provider/organizations qualified under section 501 (c) (3) Internal Revenue Code of 1986, and as amended that offer food distribution services are allowed to use the facility. The San Carlos CRC will remain the property of Hidalgo County, and the non-profit provider/organization shall no lawful right or claim (incidental or appurtenant) to the CRC property, facility or any other property owned by Hidalgo County. The non-profit provider/organization shall make no improvements (permanent or non-permanent) to the CRC. After each use, the non-profit provider/organization shall leave the CRC and all Hidalgo County property in the original state or condition as upon entry. Use of the facility by the non-profit provider/organization shall be at no expense to Precinct 4 of the County of Hidalgo. The License Area shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion.

C. PROGRAM ABSTRACT (limited to one (1) page):

The organization must provide a brief summary or overview of the proposed services to be provided including;

- a) A statement of need;
- b) The number of staff to be involved in the project
- c) The organization description
- d) The major organization objectives and services in the project

D. PROGRAM NEEDS ASSESSMENT (limited to two (2) pages):

- a) The applicant must provide an explanation of need for use of the facility. Included must be a statement that identifies the geographic area of the county to be served, as serving at least 25% economically deprived families.
- b) Based on the results of a needs assessment on the targeted population, the organization must describe the needs of the population to be served. Substantiate the need with relevant data; and include demographic data

E. PROGRAM DESCRIPTION, NARRATIVE (limited to three (3) pages):

The organization must provide a narrative description of the services to be provided. The organization will clearly explain, in as much detail as possible, the program design and details for carrying out the requirements of the project requirements in order to be considered for use of the San Carlos CRC under license as described herein. This section will contain any/all licenses, registrations, permits and certifications required by the STATE OF TEXAS and/or HIDALGO COUNTY or other entity to provide the food distribution services as described herein.

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, (New Administration Building), Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 or via email: elena.gomez@co.hidalgo.tx.us NO LATER THAN Monday, December 09, 2019, at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, December 12, 2019. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SECTION IV: SELECTION AND SCHEDULES

A. SELECTION/EVALUATION/RANKING OF PROPOSALS

The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFP's received in response to this request for proposals. Thereafter, Hidalgo County Commissioners' Court will rank the respondents based upon their response to proposal and/or presentations to the Court.

The evaluation criteria will include, but not be limited to the following:

1. EXPERIENCE/BACKGROUND

35 POINTS

- a) Provides appropriate evidence of adequate staffing
- b) Adequacy of resources to perform these services
- c) Specific experience with public entity clients.

2. PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED

30 POINTS

- a) The organizations design and details for carrying out the requirements of the project.
- b) The organizations evaluation design and goals and objectives of the project.
- c) The organizations description of the services to be provided.
- d) Provide the required services at a no cost to the County of Hidalgo.
- e) Possesses applicable certificates, licenses, permits, etc. included in response.

3. CAPACITY OF PERFORMANCE

35 POINTS

- a) Experience and knowledge necessary to provide the required service
- b) Provides sufficient description of relationship and/or partnership between organization and other federal, state, county, municipal or local agencies.
- c) Provides sufficient description of financial and/or non-financial interagency agreements with and federal, state, county, municipal or local agencies



**Request for Proposal
RFP #2019-253-12-18-MEG
Hidalgo County – Precinct 4**

License for use of Space at Hidalgo County Precinct 4 San Carlos CRC by a Non-Profit Organization for Food Distribution in the Precinct 4 Area.

Program Abstract:

The Food Bank of the Rio Grande Valley, Inc. has been serving the community of the RGV for over 33 years, with the help of over 275 partner agencies, in our three county service area. Together we are able to serve over 64,000 individuals on any given week with over 25 million pounds of food.

The Food Bank of the Rio Grande Valley, Inc. has over 20 programs to meet the needs of our community, in hopes of breaking the cycle of poverty and helping people to alleviate the stress of where their next meal is coming from.

One of our many programs is the federal food distribution program called CSFP (Commodity Supplement Food Program) aka “the Cheese program” this allows the Food Bank RGV to assist 9,283 low-income elderly clients through-out the Rio Grande Valley with basic essential foods, which include; protein, dairy, breakfast items, canned fruit and vegetables, beans, rice, cheese and juice.

The elderly community are the most vulnerable population, many struggle with health issues and live on fixed incomes, the population we serve depend on this program to help sustain the minimal income they receive on a monthly basis.

The Food Bank RGV conducts 25 distributions throughout the month in the counties of Hidalgo, Cameron and Willacy.

The Food Bank RGV has a team of nine individuals for the Commodity Supplemental Food Program, (aka Cheese Program). The team consist of one Manager, four Eligibility Specialists, four Distribution Associates and two CDL Drivers. During the distribution that is conducted at the Endowment Center, we normally send three Eligibility Specialists, three Distribution Associates and one CDL Driver.

Cont. pg2

RFP #2019-253-12-18-MEG

Hidalgo County – Precinct 4

License for use of Space at Hidalgo County Precinct 4 San Carlos CRC by a Non-Profit Organization for Food Distribution in the Precinct 4 Area.

Program Needs Assessment:

The Food Bank RGV collaborates with other non-profit, community centers, and senior centers to be able to conduct these distributions. We struggle to find sites that are large enough to host the amount of clients we have, in addition, this program is a more difficult than most since our clients are elderly.

Many cannot stand long and have health issues, we always try to find locations that are easy access and that are able to host clients inside a facility to make it as comfortable as possible.

The Food Bank RGV currently conducts a distribution at the Edinburg Endowment Center located at 107 North Sunflower, Edinburg, Texas our currently caseload at this site is 550.

All recipients that attend this distribution are from the surrounding areas to include; Edinburg, San Carlos, Faysville, and North Weslaco.

According to Census.gov, Edinburg has 25.9% of its residents living in poverty with 7% of those are elderly. An article that was written by Texas Tribune stated that Hidalgo County is one of the top five poorest counties in the United States.

Clients do need to meet minimum requirements to apply for the CSFP Program which include; must be 60 years and older, living in the counties of Hidalgo, Cameron or Willacy and living under an income of \$1,354.00 per month.

Clients that do not meet the minimum requirements of the CSFP Program are still eligible for our TEFAP Program (The Emergency Food Assistance Program) located at over 275 sites and at the Food Bank of the Rio Grande Valley.

Cont. pg3

RFP #2019-253-12-18-MEG

Hidalgo County – Precinct 4

License for use of Space at Hidalgo County Precinct 4 San Carlos CRC by a Non-Profit Organization for Food Distribution in the Precinct 4 Area.

Program Description:

The CSFP Program distribution is conducted once a month on the 2nd or 3rd Wednesday of every month from the hours of 9:00am-12:00pm. (Schedule is included.)

Products include; protein, dairy, breakfast foods, canned fruit and vegetables, beans, rice, cheese and juice, and when available we provide fresh produce and adult incontinence products. All food, supplies and services provided by the Food Bank are always free of charge.

Eligibility Specialists will set up in a secure location located in the Endowment Center and will set up laptops with portable Wi-Fi; the program uses a software provided by Oasis. This software is an all-inclusive program that allow us to process clients quickly.

Once a year clients are asked to provide documentation and complete an application.

If client is already in our system, it is as simple as scanning their identification card that is provided by the Food Bank and/or their driver's license.

Client is then given a ticket, with this ticket client will proceed outside in an orderly fashion and will assemble himself or herself in the drive through service line.

Our distribution associates and/or volunteers will ask for ticket(s) and will completely load vehicle with client's distribution.

Food Bank RGV

CSFP Distribution

Edinburg Endowment Center

Month	Date	Year	Time
January	15	2020	9am-12pm
February	12	2020	9am-12pm
March	11	2020	9am-12pm
April	15	2020	9am-12pm
May	13	2020	9am-12pm
June	10	2020	9am-12pm
July	15	2020	9am-12pm
August	12	2020	9am-12pm
September	16	2020	9am-12pm
October	14	2020	9am-12pm
November	11	2020	9am-12pm
December	9	2020	9am-12pm
January	13	2021	9am-12pm
February	10	2021	9am-12pm
March	10	2021	9am-12pm
April	14	2021	9am-12pm
May	12	2021	9am-12pm
June	16	2021	9am-12pm
July	14	2021	9am-12pm
August	11	2021	9am-12pm
September	15	2021	9am-12pm
October	13	2021	9am-12pm
November	10	2021	9am-12pm
December	8	2021	9am-12pm

QuickFacts
Edinburg city, Texas

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

Income & Poverty	Edinburg city, Texas
Persons 65 years and over, percent	▲ 7.1%
PEOPLE	
Income & Poverty	
Median household income (in 2017 dollars), 2013-2017	\$45,038
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$18,825
Persons in poverty, percent	▲ 25.9%

QuickFacts
Edinburg city, Texas

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics	Edinburg city, Texas
Population estimates, July 1, 2018, (V2018)	98,665
PEOPLE	
Population	
Population estimates, July 1, 2018, (V2018)	98,665
Population estimates base, April 1, 2010, (V2018)	82,020
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	20.3%
Population, Census, April 1, 2010	77,100
Age and Sex	
Persons under 5 years, percent	▲ 9.8%
Persons under 18 years, percent	▲ 32.7%
Persons 65 years and over, percent	▲ 7.1%
Female persons, percent	▲ 52.4%
Race and Hispanic Origin	
White alone, percent	▲ 87.9%
Black or African American alone, percent (a)	▲ 1.3%
American Indian and Alaska Native alone, percent (a)	▲ 0.4%
Asian alone, percent (a)	▲ 2.3%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%
Two or More Races, percent	▲ 1.2%
Hispanic or Latino, percent (b)	▲ 89.1%
White alone, not Hispanic or Latino, percent	▲ 7.1%
Population Characteristics	
Veterans, 2013-2017	2,743
Foreign born persons, percent, 2013-2017	19.4%
Housing	
Housing units, July 1, 2018, (V2018)	X
Owner-occupied housing unit rate, 2013-2017	55.4%
Median value of owner-occupied housing units, 2013-2017	\$106,500
Median selected monthly owner costs -with a mortgage, 2013-2017	\$1,283
Median selected monthly owner costs -without a mortgage, 2013-2017	\$416
Median gross rent, 2013-2017	\$737
Building permits, 2016	X
Families & Living Arrangements	
Households, 2013-2017	25,649
Persons per household, 2013-2017	3.30
Living in same house 1 year ago, percent of persons age 1 year+, 2013-2017	87.0%
Language other than English spoken at home, percent of persons age 5 years+, 2013-2017	75.8%
Computer and Internet Use	
Households with a computer, percent, 2013-2017	87.3%
Households with a broadband Internet subscription, percent, 2013-2017	74.0%
Education	
High school graduate or higher, percent of persons age 25 years+, 2013-2017	76.4%
Bachelor's degree or higher, percent of persons age 25 years+, 2013-2017	29.4%
Health	
With a disability, under age 65 years, percent, 2013-2017	7.6%
Persons without health insurance, under age 65 years, percent	▲ 25.3%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2013-2017	65.8%
In civilian labor force, female, percent of population age 16 years+, 2013-2017	60.9%
Total accommodation and food services sales, 2012 (\$1,000) (c)	102,342
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	450,228
Total manufacturers shipments, 2012 (\$1,000) (c)	214,974
Total merchant wholesaler sales, 2012 (\$1,000) (c)	688,697
Total retail sales, 2012 (\$1,000) (c)	1,371,835
Total retail sales per capita, 2012 (c)	\$16,930
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2013-2017	21.2
Income & Poverty	
Median household income (in 2017 dollars), 2013-2017	\$45,038
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$18,825
Persons in poverty, percent	▲ 25.9%
BUSINESSES	
Businesses	
Total employer establishments, 2017	X

About datasets used in this table

Value Notes

▲ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2018) refers to the final year of the series (2010 thru 2018). *Different vintage years of estimates are not comparable.*

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution,
- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed; does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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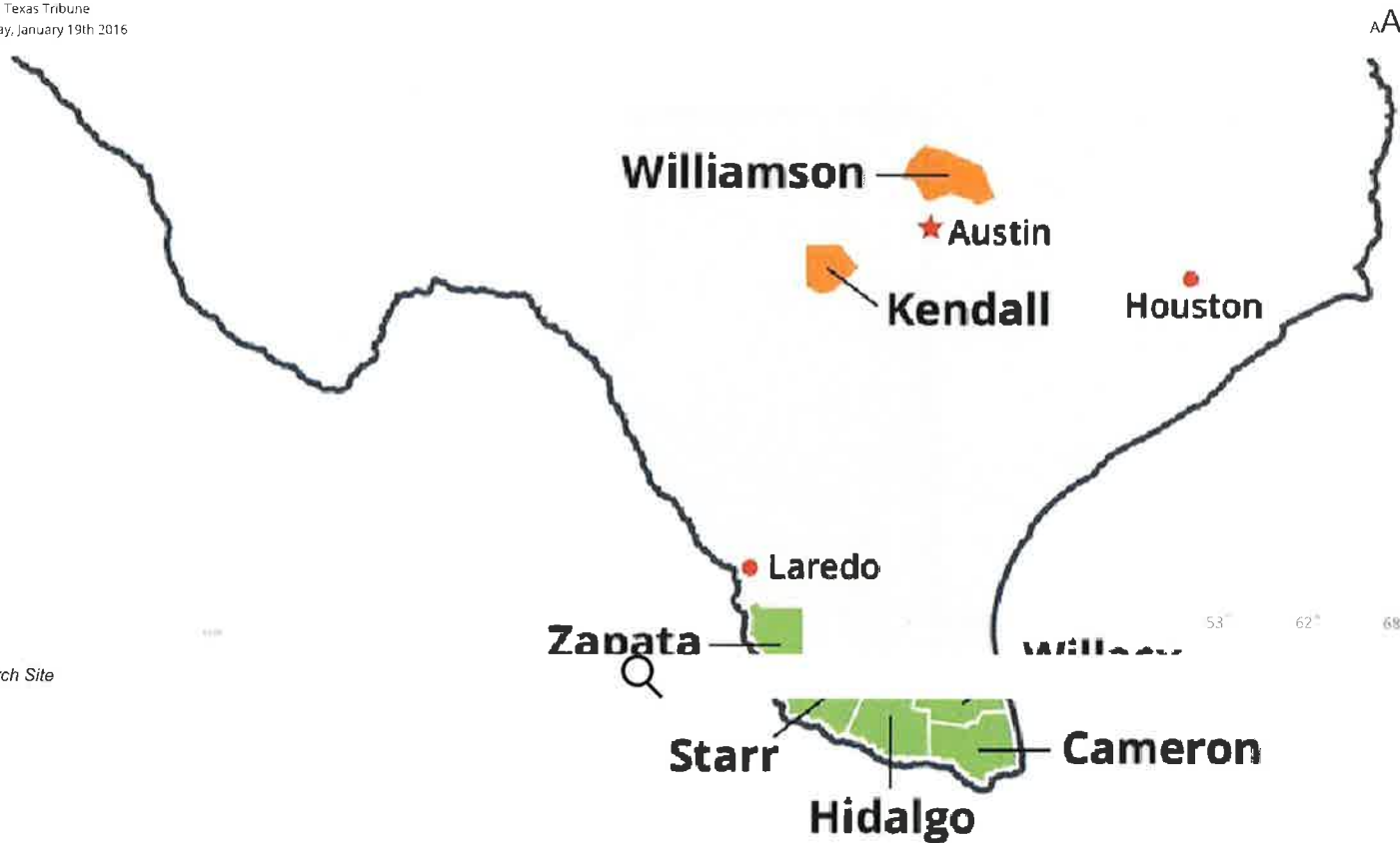
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by The Texas Tribune
Tuesday, January 19th 2016

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***Among counties with populations of 10,000 or more**

Texas continues to be home to some of the poorest counties in the country with poverty most prevalent along the Texas-Mexico border, census figures show. (The Texas Tribune)

by Alexa Ura | The Texas Tribune

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Texas continues to be home to some of the poorest counties in the country with poverty most prevalent along the Texas-Mexico border, census figures show.

The latest county-level poverty estimates from the U.S. Census Bureau, released in December, show that poverty is disproportionately distributed across the state. Among counties with at least 10,000 residents, border counties face the highest rates of residents living in poverty nearly one in three people in South Texas. Meanwhile, suburban counties near the state's largest cities contain the smallest shares of poor people, with less than 10 percent of residents living in poverty in many suburbs.

Though the share of poor Texans has [gradually dropped in recent years](#), 17.2 percent of the state's population was still living in poverty as of 2014.

Willacy County, just north of Brownsville, has the highest poverty rate in the state with 38.8 percent of residents living in poverty. It has the second-highest child poverty rate with 45.9 percent.

Starr County

Population: 62,040

Starr County ranked as the second poorest county in the state with 35.4 percent of its population living in poverty. Part of the Rio Grande Valley, the county is mostly made up of several small towns, including Rio Grande City.

Cameron County

Population: 415,103

At the southern tip of the state, 34.5 percent of Cameron County's residents are poor. Home to Brownsville and Harlingen, the county also has the highest child poverty rate in the state with 47 percent of children living in poverty.

Hidalgo County

Population: 806,447

At the heart of the Rio Grande Valley, 33.5 percent of Hidalgo County's population lives in poverty. Home to McAllen and Edinburg, the county also has a high share of poor children with 45.5 percent of children living in poverty.

Zapata County

Population: 14,231

In Zapata County, 32.6 of residents are living in poverty. Just south of Laredo, the county comprises several small towns including the city of Zapata.

Counties with the lowest poverty rates:

Rockwall County

Population: 83,239

Rockwall County, located just west of Dallas County, has the lowest share of poor residents with only 6.8 percent of the population living in poverty. It also has the lowest child poverty rate with 8.9 percent of children living in poverty.

Collin County

Population: 836,947

Collin County ranked as the county with second-lowest share of poor residents with 7 percent of the population in poverty. Home to Plano and McKinney, it also has the second-lowest child poverty rate. Only 9 percent of children are poor.

Williamson County

Population: 457,218

Just north of Austin, only 7.8 percent of Williamson County's residents are poor. The county's population is spread across cities such as Georgetown and Round Rock and includes many commuters who travel to Austin for work.

Kendall County

Population: 36,058

Only 8.3 percent of the population in Kendall County lives in poverty. West of San Antonio, the county is mostly made up of small towns and is home to many commuters to San Antonio.

Denton County

Population: 708,627

North of the Dallas-Fort Worth metro area, 8.7 percent of Denton County's population is poor. The county is home to the city of Denton and the University of North Texas.

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by Ronnie Marley
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INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: JUN 17 1991¹

FOOD BANK OF THE RIO GRANDE VALLEY
INC
PO BOX 6251
MCALLEN, TX 78502

Employer Identification Number:
74-2421560
Contact Person:
SHARI FLOWERS
Contact Telephone Number:
(214) 767-3526

Our Letter Dated:
August 5, 1986
Addendum Applies:
NA

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

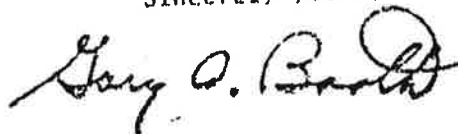
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Gary D. Booth
District Director

**FOOD BANK OF THE RIO GRANDE VALLEY, INC.
BOARD OF DIRECTORS' DIRECTORY
FISCAL YEAR 2019**

1. Jeana Long – President
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3. Cynthia Esquivel – Secretary
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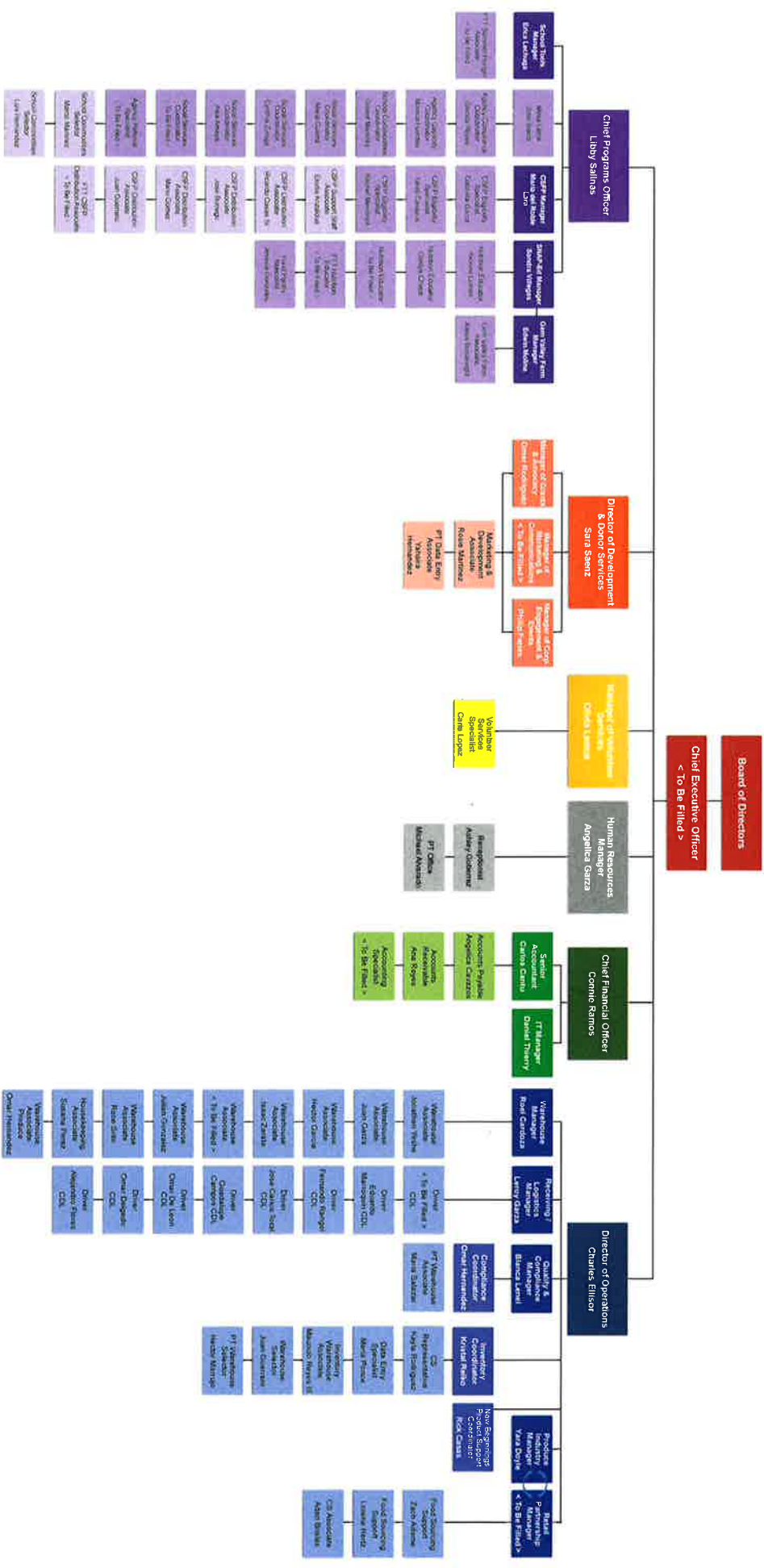
4. Markus Villanueva - Treasurer
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7. Linda Martin
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8. Carlos L. Margo
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Address: 3201 W. Pecan C-102
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Email: clmargo@southtexascollege.edu
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**Food Bank of the Rio Grande Valley, Inc.
And Subsidiaries**

**Consolidated Financial Statements and
Other Supplementary Information**

June 30, 2018

**Food Bank of the Rio Grande Valley, Inc.
and Subsidiaries
Annual Financial Report
June 30, 2018**

TABLE OF CONTENTS

	<u>Page Number</u>
FINANCIAL SECTION	
Independent Auditors' Report.....	1 - 2
FINANCIAL STATEMENTS	
Consolidated Statement of Financial Position.....	3
Consolidated Statement of Activities.....	4
Consolidated Statement of Cash Flows.....	5
Consolidated Statement of Functional Expenses.....	6
Notes to the Consolidated Financial Statements.....	7 - 19
SUPPLEMENTAL CONSOLIDATING INFORMATION	
Consolidating Statement of Financial Position.....	20
Consolidating Statement of Activities.....	21
SINGLE AUDIT SECTION	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	22 - 23
Independent Auditors' Report on Compliance For Each Major Federal Program and Report on Internal Control Over Compliance in Accordance with the Uniform Guidance.....	24 - 25
Schedule of Findings and Questioned Costs.....	26
Summary Schedule of Prior Year Audit Findings.....	27
Schedule of Expenditures of Federal Awards.....	28
Notes to the Schedule of Expenditures of Federal Awards.....	29

FINANCIAL SECTION

Independent Auditors' Report

Board of Directors
Food Bank of the Rio Grande Valley, Inc. and Subsidiaries

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Food Bank of the Rio Grande Valley, Inc. and its subsidiaries, which comprise the consolidated statements of financial position as of June 30, 2018, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Food Bank of the Rio Grande Valley, Inc. and its subsidiaries as of June 30, 2018, and the changes in their net assets, cash flows, and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matter – Summarized Comparative Information

We have previously audited the consolidated financial statements of Food Bank of the Rio Grande Valley, Inc. and its subsidiaries, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 15, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter – Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplemental consolidating information and the Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the consolidated financial statements.

The supplemental consolidating information and the Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental consolidating information and the Schedule of Expenditures of Federal Awards are fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated January 15, 2019 on our consideration of the Food Bank of the Rio Grande Valley, Inc. and subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Food Bank of the Rio Grande Valley, Inc. and subsidiaries' internal control over financial reporting and compliance.

Pattillo, Brown & Hill, LLP

Brownsville, Texas
January 15, 2019

FINANCIAL STATEMENTS

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
June 30, 2018

(with comparative information at June 30, 2017)

<u>ASSETS</u>	<u>Totals</u>	
	2018	2017
Current Assets		
Cash and cash equivalents	\$ 699,205	\$ 635,524
Restricted cash	148,042	236,946
Investments	19,999	17,437
Accounts receivable, net	655,478	867,094
Product inventory, net of salvage	760,258	1,301,747
Other assets	27,155	22,119
Total Current Assets	2,310,137	3,080,867
Property and equipment, net of accumulated depreciation	10,200,271	10,513,799
Intangible assets, net of accumulated amortization	170,590	181,523
Deferred rent receivable	483,461	240,202
Loans receivable	7,326,685	7,326,685
Total Assets	\$ 20,491,144	\$ 21,343,075
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities		
Accounts payable and accrued expenses	\$ 186,216	\$ 90,274
Total Current Liabilities	186,216	90,274
Noncurrent Liabilities		
Equipment lease	-	8,096
Notes payable	11,145,000	11,145,000
Total Noncurrent Liabilities	11,145,000	11,153,096
Total Liabilities	11,331,216	11,243,370
Net Assets		
Net assets - unrestricted	8,453,129	8,731,235
Net assets - temporarily restricted	706,799	1,368,470
Total Net Assets	9,159,928	10,099,705
Total Liabilities and Net Assets	\$ 20,491,144	\$ 21,343,075

The accompanying notes are an integral part of this financial statement.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2018

(with comparative information for the year ended June 30, 2017)

	Unrestricted	Temporarily Restricted	Totals	
			2018	2017
Revenues, gains and other support:				
Grants:				
USDA - TEFAP commodities	\$ -	\$ 2,569,113	\$ 2,569,113	\$ 4,134,996
USDA - CSFP commodities	-	1,666,488	1,666,488	1,603,272
USDA - TEFAP administration	364,285	-	364,285	593,128
USDA - CSFP administration	565,962	-	565,962	557,977
Emergency Food & Shelter Program	257,432	132,045	389,477	342,592
Supplemental Nutrition Assistance Program	259,856	-	259,856	193,937
Community Based Outreach/Match	111,754	-	111,754	90,835
Community Development Block Grants	1,515	-	1,515	9,639
USDA - Farmer's Market Promotion Program	24,259	-	24,259	32,217
Total grants	1,585,063	4,367,646	5,952,709	7,558,593
Value of donated inventory	85,864,428	-	85,864,428	67,817,732
Shared maintenance	846,881	-	846,881	945,851
Donations and private grants	1,350,329	-	1,350,329	951,423
Special events	307,707	-	307,707	236,641
Other	256,869	-	256,869	663,662
Dividend and interest income	36,419	-	36,419	44,280
Rent income	195,657	-	195,657	12,460
Net assets released from restrictions	5,029,317	(5,029,317)	-	-
Total revenues, gains and other support	95,472,670	(661,671)	94,810,999	78,230,642
Expenses:				
Program expenses	94,619,432	-	94,619,432	77,996,141
Supporting services:				
Administrative	654,388	-	654,388	813,414
Fundraising	476,956	-	476,956	405,740
Total expenses	95,750,776	-	95,750,776	79,215,295
Increase (Decrease) in Net Position	(278,106)	(661,671)	(939,777)	(984,653)
Net Assets, June 30, 2017	8,731,235	1,368,470	10,099,705	11,084,358
Net Assets, June 30, 2018	\$ 8,453,129	\$ 706,799	\$ 9,159,928	\$ 10,099,705

The accompanying notes are an integral part of this financial statement.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2018

(with comparative information for the year ended June 30, 2017)

	Totals	
	2018	2017
Cash flows from operating activities:		
Increase (decrease) in net position	\$ (939,777)	\$ (984,653)
Adjustments to reconcile net assets to net cash (used) provided by operating activities		
Depreciation expense	448,179	429,606
Amortization expense	10,933	10,933
Unrealized (gains) on investments	(2,562)	(1,201)
Non-monetary inventory transactions	499,242	1,236,439
Proceeds from the sale of capital assets	46,217	175,673
Decrease (increase) in:		
Accounts receivable	211,616	(438,406)
Purchased inventory	52,095	(42,247)
Deferred rent receivable	(243,259)	(43,674)
Other assets	(5,036)	(13,282)
Increase (decrease) in:		
Accounts payable and accrued expenses	95,942	(129,173)
Net cash (used in) provided by operating activities	<u>173,590</u>	<u>200,015</u>
Cash flows from investing activities:		
Decrease (increase) in restricted cash	88,904	(302)
Proceeds from capital lease	-	8,327
Payments on capital lease	(2,776)	(231)
Capital expenditures	<u>(196,037)</u>	<u>(143,664)</u>
Net cash provided by (used in) investing activities	<u>(109,909)</u>	<u>(135,870)</u>
Net change in cash	63,681	64,145
Cash at beginning of year	<u>635,524</u>	<u>571,379</u>
Cash at end of year	<u>\$ 699,205</u>	<u>\$ 635,524</u>
Supplemental Disclosure:		
Interest paid in cash	\$ 102,551	\$ 104,473

The accompanying notes are an integral part of this financial statement.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2018

(with comparative information for the year ended June 30, 2017)

	Program Services	Supporting Services		Totals	
		Administrative	Fundraising	2018	2017
Commodities and in-kind donations distributed	\$ 90,331,771	\$ -	\$ -	\$ 90,331,771	\$ 74,639,898
Leased employees and related expenses	2,257,325	339,941	274,073	2,871,339	2,525,314
Warehouse maintenance and lease	169,028	98,981	93	268,102	253,559
Fuel and mileage allowance	539,287	1,399	1,834	542,520	452,311
Depreciation expense	448,179	-	-	448,179	429,606
Professional fees	386,347	99,852	3,167	489,366	204,392
Office expense	113,764	41,078	14,714	169,556	159,379
Marketing	-	-	117,382	117,382	155,312
Loan interest	102,551	-	-	102,551	104,473
Equipment maintenance	70,587	6,219	11,454	88,260	77,027
Insurance	-	22,763	-	22,763	53,903
Training expense	56,614	14,216	4,201	75,031	48,497
Utilities	28,047	5,272	5,972	39,291	38,526
State and national association fees	38,266	-	-	38,266	29,928
Other	67,170	2,340	2,040	71,550	18,102
Publications	-	13,038	-	13,038	14,135
Amortization expense	10,496	328	109	10,933	10,933
Fundraising	-	3,079	40,926	44,005	-
Volunteer recognition	-	5,882	991	6,873	-
	<u>\$ 94,619,432</u>	<u>\$ 654,388</u>	<u>\$ 476,956</u>	<u>\$ 95,750,776</u>	<u>\$ 79,215,295</u>

The accompanying notes are an integral part of this financial statement.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 1 - NATURE OF ACTIVITIES

The Food Bank of the Rio Grande Valley, Inc. and Subsidiaries (Food Bank) is a Texas non-profit corporation that began operations in February 1986. The Food Bank's purpose is to collect and warehouse salvageable food and commodities and to distribute those items to various area social agencies which assist the needy within Hidalgo, Willacy and Cameron Counties. The social agencies receiving the goods are assessed a shared maintenance fee based on the weight of the items transferred to them. Funding is provided through grants from governmental agencies (primarily the U.S. Department of Homeland Security and the U.S. Department of Agriculture) and private foundations, as well as donations from civic and social organizations, businesses and individuals.

On March 17, 2005, the Food Bank of the Rio Grande Valley, Inc. (FBRGV, Inc.) created a Limited Liability Company (FBRGV, LLC) and became its sole member. In addition, the FBRGV, Inc. created a Texas Limited Partnership (Food RGV, LP) in which FBRGV, LLC became the general partner and the FBRGV, Inc. became the limited partner. Food RGV, LP was organized to acquire, develop, renovate and own the real property and improvements of the Valley Fruit and Vegetable Company building, (the Pharr building), located at 724 N. Cage Blvd., Pharr, Hidalgo County, Texas. This building is the new location of the current Food Bank operations. The purpose of creating these entities was to receive historical tax credit monies as an additional means of financing the renovation.

The Food Bank conducted a fundraising campaign to refurbish the Pharr building. As part of the rehabilitation effort, the Food Bank received Social Services Block Grant (SSBG) Emergency Disaster Relief funds under a sub-sub grant from the Texas Health and Human Services Commission (HHSC) through the Lower Rio Grande Valley Development Council to construct a large freezer at the Pharr building. The Food Bank filed a Notice of Federal Interest in December 2010 to formally recognize the government's ownership interest in the Pharr building and property.

The Food Bank combined existing funds with new loan proceeds from a financial structure that utilized New Markets Tax Credits available through a Federal tax-credit program established in year 2000 with the passage of the Community Renewal Tax Relief Act of 2000. A portion of existing Food Bank funds and the new loan proceeds paid for the remaining capital improvements to the Pharr building and land. To comply with the requirements of the tax credit programs, the Food Bank established a specified financial structure to complete the series of transactions necessary.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 1 - NATURE OF ACTIVITIES

Several new entities were formed to facilitate the loan and equity transactions. Following is a brief synopsis of newly-formed entities, their ownership structure, and transactions that took place on December 21, 2011.

- Food Bank will lease the Pharr building and land to FBRGV Landlord, LLC (Landlord) for a term of 55 years.
- FBRGV Manager, LLC (Manager) was formed as the manager and majority owner of profits interest in Landlord, the ground lessor of the Pharr building and property. Manager is a wholly-owned subsidiary of the Food Bank.
- The underlying ownership structure of Landlord is as follows: (a) Manager owns a 90% profits interest as the managing member, and. (b) FBRGV Tenant, LLC (Tenant) as a member owns a 10% interest in Landlord.
- Tenant is owned by Partnerships of Hope II, LLC, a sole member and managed by Manager.
- Partnerships of Hope II, LLC is owned by (a) Raza Development Fund, Inc., with a .01% profits interest as managing member and by (b) Chase NMTC FBRGV Investment Fund, LLC, with a 99.99% profits interest.
- Chase NMTC FBRGV Investment Fund, LLC is owned by (a) RDF Manager, LLC with a .01% profits interest as managing member and by (b) Chase Community Equity, LLC with a 99.99% profits interest.
- Landlord will lease the Pharr building and property to Tenant for a term of 19 years.
- Tenant will sub-lease the property to the Food Bank for a term of 15 years.

Part of the financing of the rehabilitation of the Pharr building facility came from loans from Partnerships of Hope II, LLC, to Landlord, for approximately \$11,145,000. The sources of funds for the loan are equity proceeds from Chase Community Equity, LLC, and debt proceeds from the Food Bank, using available funds. The loan is secured by a first leasehold deed of trust in Landlord's leasehold interest in the Pharr building.

In December 2011, Food Bank transferred to Landlord, cost of the Pharr land and building, including improvements, totaling \$5,589,313 for payment of \$8,634,936 from Landlord. The remaining \$3,048,402 was treated as extraordinary income on the books of the Food Bank.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Consolidated Financial Statements

The accompanying consolidated financial statements includes the financial statements of the FBRGV Landlord, LLC. Significant inter-company transactions have been eliminated in the financial statements. The consolidated entity is referred to as the Food Bank.

Basis of Accounting

The Food Bank prepares its financial statements under the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

The Financial Accounting Standards Board (FASB) issued FASB ASC 958-205, "Not for Profit Entities-Presentation of Financial Statements." The Food Bank follows the provisions of FASB ASC 958-205. Under FASB ASC 958-205, the Food Bank is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted net assets.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets are subject to donor-imposed stipulations that they be maintained permanently by the organization, generally, the donors of these assets permit the Food Bank to use all or part of the income earned on any related investments for general or specific purposes. Currently, the Food Bank has no permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures in the financial statements. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of cash flows, the Food Bank considers investments available for current use with an initial maturity date of three months or less to be cash equivalents and all certificates of deposit, regardless of maturity, to be cash equivalents. The Food Bank maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits of up to \$250,000 under the Federal Deposit Insurance Corporation (FDIC). Management believes it is not exposed to any significant risk on cash accounts.

Shared Maintenance Fees

The Food Bank receives fees, from participating agencies, to assist in the costs of distributing food. These shared maintenance fees are based on a predetermined rate range of \$0 to \$.19 per pound.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounts Receivable

Accounts receivable represent amounts due from agencies and are stated at the amount the Food Bank expects to collect for shared maintenance fees and grants from government agencies. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. As of June 30, 2018, management has a reserve for losses on receivables in the amount of \$13,390.

Promises to Give

Unconditional promises to give are recognized as revenues or gains in the period received and as assets, decreases of liabilities, or expenses depending on the form of benefits received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional. The Food Bank uses the allowance method to determine uncollectible promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. As of June 30, 2018, the Food Bank had no unconditional promises to give.

Investments

The Food Bank carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities. Investment income and gains restricted by donors are reported as increases in unrestricted net assets if the restrictions are met (either a stipulated time period ends, or a purpose restriction is accomplished) in the reporting period in which the income and gains are recognized.

Inventory

Inventory is stated at the lower of cost or market determined by the first-in, first-out method. Inventory consists of donated food and non-food items, purchased food, and commodities received from the United States Department of Agriculture (USDA). Donated food and related items were valued at \$1.68 per pound for the year ended June 30, 2018. This valuation is based on cost studies conducted for Feeding America. Donations to the School Tools program have been valued at market value. Purchased food is valued at latest purchase price. USDA commodities are valued based on published USDA fair market values. Inventory is typically written down at the end of the year to provide an allowance for a portion of donated inventory that will be trashed because it is unusable for consumption.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Gifts or contributions of property and equipment are recorded at the asset's fair market value at the time received. Depreciation is calculated using the straight-line method over useful lives of the assets, ranging from three to seven years for vehicles, office furniture and equipment and fifteen to thirty-nine years for buildings and building improvements. The Food Bank capitalizes all expenditures for property and equipment in excess of \$2,500. Maintenance and repairs that do not increase the useful life of the asset are expensed as incurred while major additions and improvements that do increase the useful life of the asset are capitalized. When items are disposed of, the cost and accumulated depreciation are eliminated from the records of accounts and any gains or losses are reported in the change in net assets.

Contributions

The Food Bank follows the Financial Accounting Standards Board's (FASB) FASB ASC 958-605. The provisions of the FASB ASC 958-605 state, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and nature of any donor restrictions. Restricted contributions are reported as increases in restricted net assets. When the restriction is met the amount is shown as a reclassification of restricted net assets to unrestricted net assets.

Donated Services

The Food Bank receives services donated from its members in carrying out its operations. However, no amounts have been recognized in the statement of activities since they do not meet the criteria for recognition under FASB ASC 958-605-25. The Food Bank received approximately 28,095 hours of services from approximately 5,199 volunteers for the year ending June 30, 2018. Volunteers assisted in sorting food items. No amounts have been recognized in the financial statements for these volunteer hours because they do not meet the criteria for recognition.

Donated Property and Equipment

Donations of property and equipment are recorded as contributions at their estimated fair value at the date of donation. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Food Bank reports expirations of donor restrictions when the donated or acquired assets are placed in service.

Allocation of Functional Expenses

The cost of providing the various programs and other activities has been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Income Taxes

The Food Bank of the Rio Grande Valley, Inc. is exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code. It does not conduct any activities which are subject to federal income tax. In addition, the Food Bank qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2). FBRGV, LLC, a Texas limited liability company, qualifies and reports as a disregarded entity under federal income tax regulations. FBRGV Landlord, LLC is treated as a partnership for federal income tax purposes.

The Food Bank's Form 990, Return of Organization Exempt from Income Tax for the years ending 2016, 2017, and 2018 are subject to examination by the IRS, generally for three years after they were filed.

Compensated Absences

Employees are entitled to paid vacations and personal days off, depending on job classification, length of services and other factors. The accrued balance was \$47,400 as of June 30, 2018.

Advertising Costs

The Food Bank expenses advertising costs as incurred.

Date of Management's Review

Management of the Food Bank has evaluated subsequent events for disclosure through January 15, 2019 the date the financial statements were available to be issued.

NOTE 3 - DESCRIPTION OF PROGRAM AND SUPPORTING SERVICES

Programs - Food distribution

The main programs consist of the emergency food assistance program, product recovery program, and commodity supplemental program. Through member agencies, the Food Bank is able to help families in need of food throughout the counties of Hidalgo, Willacy and Cameron. Member agencies consist of food pantries, on-site feed centers, soup kitchens, and shelters. The product recovery program is responsible for sorting, cleaning, inspecting, and repacking of donated off-the-shelf food and non-food products. The products recovery program utilizes the majority of volunteers. The commodity supplemental food program is operated by the Food Bank and primarily serves the elderly population in the designated services areas. The Food Bank RGV also provides nutrition education, assistance with SNAP applications, and a community garden.

Fundraising

Provides the structure necessary to encourage and secure private financial support from individuals, foundations and corporations.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 JUNE 30, 2018

NOTE 3 - DESCRIPTION OF PROGRAM AND SUPPORTING SERVICES

Management and General

Includes the functions necessary to maintain an equitable employment program; ensure an adequate working environment; provide coordination and articulation of the Food Bank's program strategy; and manage the financial and budgetary responsibilities of the Food Bank.

NOTE 4 - LOANS RECEIVABLE

On December 21, 2011, the Food Bank made a loan for the amount of \$7,394,157 to Chase NMTG FBRGV Investment Fund, LLC and is classified as a "Leverage Loan". The Leverage Loan is for a term of 35 years at a rate of .5000%, with interest only payments due quarterly through December 21, 2018. Thereafter, payments of \$70,790 are due quarterly through December 21, 2046. The loan matures December 21, 2046.

The total amount of loans receivable on June 30, 2018 was \$7,326,685. The decrease in the principal amount outstanding is the result of a credit applied to the loan due to an overpayment in the amount of \$67,348 toward a previous loan paid in August 2012.

NOTE 5 - RELATED PARTY TRANSACTIONS

FBRGV Landlord, LLC (Landlord) entered into a master lease agreement with FBRGV Tenant, LLC (Tenant) on December 21, 2011 for occupying the Pharr building. The lease term ends on December 31, 2030. Annual lease payments from Tenant to Landlord total \$58,000 per year through 2017. The payments increase to \$105,000 in 2018 and increase each year thereafter through year 2030.

Pursuant to the Master Lease, future annual lease payments for the next five years and thereafter are as follows for years ending June 30:

2019	\$	463,500
2020		465,818
2021		468,147
2022		470,487
2023		472,840
Thereafter		3,376,742
Total	\$	5,717,534

Pursuant to FASB-ASC 840-20, lease income is required to be recognized on a straight-line basis. For the year ended June 30, 2018, lease income was \$296,093 for annual base rent. As of June 30, 2018, the cumulative adjustment to record deferred rental income on a straight-line basis was \$1,710,440 and is shown (after a related party elimination of \$1,226,979) as "Deferred rent receivable" on the accompanying statement of financial position.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 JUNE 30, 2018

NOTE 5 - RELATED PARTY TRANSACTIONS

Also on December 21, 2011, the Food Bank entered into a sublease agreement with Tenant whereby Tenant would sublease the Pharr building to the Food Bank. The lease ends on December 31, 2026. Annual lease payments from the Food Bank to Tenant total \$89,213 per year from fiscal 2012 through fiscal 2016. In 2017 the payments total \$89,266 and increase each year thereafter through year 2026.

Pursuant to the sublease, future annual lease payments for the next five years and thereafter are as follows for years ending June 30:

2019	\$	494,768
2020		496,853
2021		498,949
2022		501,056
2023		503,173
Thereafter		<u>1,522,330</u>
Total	\$	<u>4,017,129</u>

Pursuant to FASB-ASC 840-20, lease expense is required to be recognized on a straight-line basis. For the year ended June 30, 2018, lease expense incurred is \$100,435 for annual base rent. As of June 30, 2018, the cumulative adjustment to record lease expense on a straight-line basis was \$1,226,979. This is classified as "Deferred rent payable" and is completely eliminated on the accompanying consolidating statement of financial position as a related party transaction.

NOTE 6 - CONTINGENCIES

Financial awards from federal, state, and local governmental entities in the form of grants are subject to special audit. Such audits could result in claims against the Food Bank for disallowed costs or noncompliance with grantor restrictions. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined at this date. The Food Bank expects such amounts, if any, to be immaterial.

NOTE 7 - RETIREMENT PLAN

Effective January 2012, the Food Bank entered into a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. Currently, the Food Bank agrees to make a 2% contribution match to the plan. Employees may make voluntary contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. The total employer contributions for this Plan was \$12,472 for the 2018 plan year. The Food Bank also maintains a 457 plan for key employees. No employer contribution was made for the 2019 plan year.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 JUNE 30, 2018

NOTE 8 - FINANCIAL INSTRUMENTS

Concentration of Credit Risk Due to Promises to Give Receivable

Concentrations of credit risk with respect to promises to give receivable are limited due to the large number of contributors comprising the Food Bank's contributor base. As of June 30, 2018, the Food Bank had no significant concentrations of credit risk.

NOTE 9 – INVENTORY

Inventory consisted of the following as of June 30:

	2018		(For comparative purposes only) 2017	
	Weight (lbs.)	Value	Weight (lbs.)	Value
Donated Inventory:				
Donated food inventory	55,281	\$ 92,872	52,772	\$ 88,130
USDA - TEFAP commodities	6,602	82,894	879,450	512,698
USDA - CSFP commodities	439,471	588,086	1,067,356	645,534
Total donated inventory	501,354	763,852	1,999,578	1,246,362
Purchased inventory:				
EFSP product	-	-	36,133	42,029
Backpack product	36,457	12,717	102,407	22,782
Total purchased inventory	36,457	12,717	138,540	64,811
Inventory allowance	-	(16,311)	-	(9,426)
Ending inventory	537,811	\$ 760,258	2,138,118	\$ 1,301,747

NOTE 10 – PROPERTY AND EQUIPMENT - NET

Property and equipment consisted of the following as of June 30:

	2018		(For comparative purposes only) 2017	
	2018	2017	2018	2017
Land	\$ 1,846,305	\$ 1,846,305	\$ 1,846,305	\$ 1,846,305
Building	7,671,407	7,671,407	7,671,407	7,671,407
Construction in progress	15,124	-	-	-
Leasehold improvements	922,597	922,598	922,598	922,598
Bulding improvements	1,072,917	1,302,255	1,302,255	1,302,255
Furniture & equipment	1,084,737	1,184,746	1,184,746	1,184,746
Vehicles	339,015	277,745	277,745	277,745
Total property & equipment	12,952,102	13,205,056	13,205,056	13,205,056
Less accumulated depreciation	(2,751,830)	(2,691,257)	(2,691,257)	(2,691,257)
Ending property and equipment	\$ 10,200,272	\$ 10,513,799	\$ 10,513,799	\$ 10,513,799

Depreciation expense for the year ended June 30, 2018 totaled \$448,179.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 JUNE 30, 2018

NOTE 11 – INTANGIBLE ASSETS

Intangible assets include leasing fees of \$127,289, which are recorded at cost and amortized ratably over 214 months using the straight-line method and financing costs of \$113,465, which are recorded at cost and amortized ratably over 360 months using the straight-line method. For the year ended June 30, 2018 the amortization expense was \$10,933.

	(For comparative purposes only)	
	2018	2017
Financing costs	\$ 113,465	\$ 113,465
Leasing costs	127,289	127,289
Total intangible assets	240,754	240,754
Less accumulated amortization	(70,164)	(59,231)
Total intangible assets, net	\$ 170,590	\$ 181,523

NOTE 12 - RESTRICTED NET ASSETS

Temporarily restricted net assets as of June 30 were available for the following purposes:

	(For comparative purposes only)	
	2018	2017
Commodities for distribution:		
USDA - TEFAP	\$ 82,894	\$ 512,698
USDA - CSFP	588,086	645,534
EFSP purchased inventory	-	42,030
Kids pack inventory	12,717	22,782
Total restricted inventory	683,697	1,223,044
Valley Baptist Hospital	-	119,253
Beaumont Foundation Food & Program Assistance	-	26,174
Mesa Lena	23,102	-
Total restricted net assets	\$ 706,799	\$ 1,368,470

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 JUNE 30, 2018

NOTE 13 - OPERATING LEASES

The Food Bank has several non-cancelable operating leases, primarily for various types of equipment. Those leases generally contain renewal options for various periods and require the Food Bank to pay all executor costs such as taxes, maintenance, and insurance. Rent expense for the equipment totaled \$219,484 for the year ended June 30, 2018.

Future minimum lease payments under operating leases for the equipment that have remaining terms in excess of one year as of June 30, 2018, are:

<u>Year</u>	<u>Scheduled Payments</u>
2019	\$ 215,500
2020	206,880
2021	201,840
2022	<u>94,820</u>
Total	<u>\$ 719,040</u>

NOTE 14 – CAPITAL LEASES

The Food Bank entered into a capital lease agreement with Dell Financial Services in May 2017 for a total cost of \$8,327. The minimum annual lease payments are as follows:

<u>Year</u>	<u>Scheduled Payments</u>
2019	\$ 2,776
2020	<u>2,544</u>
Total	<u>\$ 5,320</u>

NOTE 15 - FAIR VALUE MEASUREMENT

The Financial Accounting Standards Board (FASB) ASC 820-10-50 establishes a framework for measuring fair value and expands disclosures about fair value measurements. FASB ASC 820-10-50 clarifies the definition of exchange price as the price between market participants in an orderly transaction to sell an asset or liability in the market in which the reporting entity would transact for the asset or liability, that is, the principal or most advantageous market for the asset or liability. The changes to current practice resulting from the application of this statement relate to the definition of fair value, the methods used to measure fair value, and the expanded disclosures about fair value measurements.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 15 - FAIR VALUE MEASUREMENT

FASB ASC 820-10-50 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. A fair value measurement assumes that the transaction to sell the asset or transfer the liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market for the asset or liability. The price in the principal (or most advantageous) market used to measure the fair value of the asset or liability shall not be adjusted for transaction costs.

An orderly transaction is a transaction that assumes exposure to the market for a period prior to the measurement date to allow for marketing activities that are usual and customary for transactions involving such assets and liabilities; it is not a forced transaction. Market participants are buyers and sellers in the principal market that are (i) independent, (ii) knowledgeable, (iii) able to transact, and (iv) willing to transact.

ASB ASC 820-10-50 requires the use of valuation techniques that are consistent with the market approach, the income approach and/or the cost approach. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets and liabilities. The income approach uses valuation techniques to convert future amounts, such as cash flows or earnings, to a single present amount on a discounted basis. The cost approach is based on the amount that currently would be required to replace the service capacity of an asset (replacement costs). Valuation techniques should be consistently applied. Inputs to valuation techniques refer to the assumptions that market participants would use in pricing the asset or liability.

Inputs may be observable, meaning those that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from independent sources, or unobservable, meaning those that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the assets or liability developed based on the best information available in the circumstances. In that regard, FASB ASC 820-10-50 establishes a fair value hierarchy for valuation inputs that gives the highest priority to quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The fair value hierarchy is as follows:

- Level 1 Inputs - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability at the measurement date.
- Level 2 Inputs - Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the assets or liability (for example interest rates, volatilities, credit risks and default rates) or inputs that are derived principally from or corroborated by observable market data by correlation or other means.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 JUNE 30, 2018

NOTE 15 - FAIR VALUE MEASUREMENTS

- Level 3 Inputs - Significant unobservable inputs that reflect an entity's own assumptions that market participants would use in pricing the assets or liabilities.

Fair value of assets and liabilities measured on a recurring basis at June 30, 2018 is as follows:

	Fair Value	Quoted Priced in Active Markets for Identical Assets/Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<u>June 30, 2018</u>				
Equity Securities	\$ 20,000	\$ 20,000	\$ -	\$ -
Total	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ -</u>

To estimate their fair value, the Food Bank uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities, in other words the market approach. The Food Bank did not have any significant transfers between levels 1 and 2 for the year ended June 30, 2018.

NOTE 16 – NEW MARKET TAX CREDITS NOTES PAYABLE

FBRGV Landlord, LLC (Landlord) executed two loan agreements on December 21, 2011, entitled QLICI A and QLICI B that provide for borrowings of \$7,394,157 and \$3,750,843 respectively from Partnerships of Hope II, LLC. FBRGV Manager, LLC (Manager) is directly liable for its 90% profits interest as the managing member. See NOTE 1 for additional details regarding the structure of the Food Bank's ownership structure.

Each loan accrues interest at 0.9374% payable quarterly beginning in December 31, 2011 with the principal balance due in its entirety on December 21, 2046. QLICI A and QLICI B are not permitted to prepay any portion of the loans until the seventh anniversary of the loan. Balances outstanding for note payables QLICI A and QLICI B as of June 30, 2018 was \$7,394,157 and \$3,750,843, respectively. Interest for the year ended June 30, 2018 was \$102,551. The notes payable hold the Food Bank's property, real or personal, as collateral in the event of a default.

(End of Notes)

SUPPLEMENTARY INFORMATION

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2018
(with comparative information at June 30, 2017)

<u>ASSETS</u>	Food Bank of the Rio Grande Valley, Inc.	FBRGV Landlord, LLC	Total	Eliminations	Total	
					2018 Consolidated	2017 Consolidated
Current Assets						
Cash and cash equivalents	\$ 699,205	\$ -	\$ 699,205	\$ -	\$ 699,205	\$ 635,524
Restricted cash	-	148,042	148,042	-	148,042	236,946
Investments	19,999	-	19,999	-	19,999	17,437
Accounts receivable, net	636,145	19,333	655,478	-	655,478	867,094
Product inventory, net of salvage	760,258	-	760,258	-	760,258	1,301,747
Other assets	27,155	-	27,155	-	27,155	22,119
Total Current Assets	2,142,762	167,375	2,310,137	-	2,310,137	3,080,867
Property and equipment, net of accumulated depreciation						
	1,375,105	8,825,166	10,200,271	-	10,200,271	10,513,799
Intangible assets, net of accumulated amortization						
Due from related party - FBRGV Landlord, LLC	431,253	-	431,253	(431,253)	-	-
Deferred Rent Receivable - FBRGV Tenant, LLC	-	1,710,440	1,710,440	(1,226,979)	483,461	240,202
Loans receivable - FBRGV Investment Fund, LLC	7,326,685	-	7,326,685	-	7,326,685	7,326,685
Total Assets	\$ 11,275,805	\$ 10,873,571	\$ 22,149,376	\$ (1,658,232)	\$ 20,491,144	\$ 21,343,075
<u>LIABILITIES AND NET ASSETS</u>						
Current Liabilities						
Accounts payable and accrued expenses	\$ 186,216	\$ -	\$ 186,216	\$ -	\$ 186,216	\$ 90,274
Total Current Liabilities	186,216	-	186,216	-	186,216	90,274
Noncurrent Liabilities						
Due to related party - Food Bank of the Rio Grande Valley	-	431,253	431,253	(431,253)	-	-
Deferred rent payable - FBRGV Landlord LLC	1,226,979	-	1,226,979	(1,226,979)	-	-
Equipment Lease	0	-	-	-	-	8,096
Note payable - Partnerships of Hope II, LLC	-	11,145,000	11,145,000	-	11,145,000	11,145,000
Total Noncurrent Liabilities	1,226,979	11,576,253	12,803,232	(1,658,232)	11,145,000	11,153,096
Net Assets						
Net assets - unrestricted	9,155,811	(702,682)	8,453,129	-	8,453,129	8,731,235
Net assets - temporarily restricted	706,799	-	706,799	-	706,799	1,368,470
Retained earnings - FBRGV Manager, LLC	-	-	-	-	-	-
Total Net Assets	9,862,610	(702,682)	9,159,928	-	9,159,928	10,099,705
Total Liabilities and Net Assets	\$ 11,275,805	\$ 10,873,571	\$ 22,149,375	\$ (1,658,231)	\$ 20,491,144	\$ 21,343,075

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2018
(with comparative information for the year ended June 30, 2017)

	Food Bank of the Rio Grande Valley, Inc.			Total	Eliminations	Total	
	Unrestricted	Temporarily Restricted	FBRGV Landlord, LLC			2018 Consolidated	2017 Consolidated
Revenues, gains and other support:							
Grants:							
USDA - TFAP commodities	\$ -	\$ 2,569,113	\$ -	\$ 2,569,113	\$ -	\$ 2,569,113	\$ 4,134,996
USDA - CSFP commodities	-	1,666,488	-	1,666,488	-	1,666,488	1,603,272
USDA - TFAP administration	364,285	-	-	364,285	-	364,285	593,128
USDA - CSFP administration	565,962	-	-	565,962	-	565,962	557,977
Emergency Food & Shelter Program	257,432	132,045	-	389,477	-	389,477	342,592
Supplemental Nutrition Assistance Program	259,856	-	-	259,856	-	259,856	193,937
Community Based Outreach/Match	111,754	-	-	111,754	-	111,754	90,835
Community Development Block Grants	1,515	-	-	1,515	-	1,515	9,639
USDA - Farmer's Market Promotion Program	24,259	-	-	24,259	-	24,259	32,217
USDA - National Resources Conservation Service	-	-	-	-	-	-	-
Total grants	1,585,063	4,367,646	-	5,952,709	-	5,952,709	7,558,593
Value of donated inventory	85,864,428	-	-	85,864,428	-	85,864,428	67,817,732
Shared maintenance	846,881	-	-	846,881	-	846,881	945,851
Donations and private grants	1,350,329	-	-	1,350,329	-	1,350,329	951,423
Special events	307,707	-	-	307,707	-	307,707	236,641
Other	256,869	-	-	256,869	-	256,869	663,662
Dividend and interest income	36,270	-	149	36,419	-	36,419	44,280
Rent income	-	-	296,092	296,092	(100,435)	195,657	12,460
Net position released from restrictions	5,029,317	(5,029,317)	-	-	-	-	-
Total revenues, gains and other support	95,276,864	(661,671)	296,241	94,911,434	(100,435)	94,810,999	78,230,642
Expenses:							
Program expenses	94,275,510	-	432,305	94,707,815	(88,383)	94,619,432	77,996,141
Supporting services:							
Administrative	641,418	-	20,000	661,418	(7,030)	654,388	813,414
Fundraising	481,978	-	-	481,978	(5,022)	476,956	405,740
Total expenses	95,398,906	-	452,305	95,851,211	(100,435)	95,750,776	79,215,295
(Decrease) Increase in Net Position	(122,042)	(661,671)	(156,064)	(939,777)	-	(939,777)	(984,653)
Net Assets, June 30, 2017	9,277,853	1,368,470	(546,618)	10,099,705	-	10,099,705	11,084,358
Net Assets, June 30, 2018	\$ 9,155,811	\$ 706,799	\$ (702,682)	\$ 9,159,928	\$ -	\$ 9,159,928	\$ 10,099,705

SINGLE AUDIT SECTION



PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
 FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
 ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
 WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
 Food Bank of the Rio Grande Valley, Inc. and Subsidiaries

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements and have issued our report thereon dated January 15, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Food Bank of the Rio Grande Valley, Inc. and Subsidiaries’ internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries’ internal control. Accordingly, we do not express an opinion on the effectiveness of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries’ internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Food Bank of the Rio Grande Valley, Inc. and Subsidiaries’ consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, LLP

Brownsville, Texas

January 15, 2019



PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
 FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER
 COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

Board of Directors
 Food Bank of the Rio Grande Valley, Inc. and Subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' major federal programs for the year ended June 30, 2018. Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' compliance.

Opinion on Each Major Federal Program

In our opinion, Food Bank of the Rio Grande Valley, Inc. and Subsidiaries complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

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Governmental Audit
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Report on Internal Control over Compliance

Management of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Food Bank of the Rio Grande Valley, Inc. and Subsidiaries' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, LLP

Brownsville, Texas
January 15, 2019

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS

JUNE 30, 2018

<u>Reference No.</u>	<u>Finding/Noncompliance</u>
<i>Finding 2017-001</i>	<i>Significant Deficiency</i>
	<i>Federal Program:</i> Food Distribution Cluster -- CFDA #10.565, 10.568, 10.569
	<i>Federal Agency:</i> U.S. Department of Agriculture
	<i>Federal Award Year:</i> 2016, 2017
<i>Criteria:</i>	Under the Uniform Guidance section 2 CFR 200.403(f), allowable costs shall not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
<i>Condition:</i>	During our review of federal expenditures, we determined the Food Bank has a control deficiency which cannot prevent expenses from being reported more than once to separate grant programs.
<i>Cause:</i>	Food Bank does not have a sufficient accounting codification for TEFAP grant expenses.
<i>Effect:</i>	Without proper coding of expenses, the Food Bank cannot prevent or detect instances in which expenses are reported twice to separate programs.
<i>Questioned Costs:</i>	\$0
<i>Recommendation:</i>	We recommend Food Bank adhere to the Uniform Guidance section 2 CFR 200.403 and set up proper object codes for the TEFAP grant.
<i>Views of responsible officials and planned corrective actions:</i>	The Food Bank will implement a project code for TEFAP to ensure that costs do not overlap or become duplicated.
<i>Status:</i>	Item corrected.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2018

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Grant Pass Through Identifying Number	Federal Expenditures
<u>FEDERAL AWARDS</u>			
U.S. DEPARTMENT OF AGRICULTURE			
<i>Passed through the Texas Department of Agriculture:</i>			
Farmer's Market Promotion Program	10.168	02369	\$ <u>24,259</u>
Food Distribution Cluster			
Commodity Supplemental Food Program (Food Commodities)	10.565	186TX877Y8005	1,723,936
Commodity Supplemental Food Program (Administrative Costs)	10.565	186TX877Y8005	565,962
Emergency Food Assistance Program (Administrative Costs)	10.568	N/A	364,285
Emergency Food Assistance Program (Food Commodities)	10.569	N/A	<u>2,998,917</u>
Total Food Distribution Cluster			<u>5,653,100</u>
Total Passed through the Texas Department of Agriculture			<u>5,677,359</u>
<i>Passed through the Texas Health and Human Services Commission:</i>			
Supplemental Nutrition Assistance Program	10.561	529-16-0002-00002	<u>259,856</u>
Total U.S. Department of Agriculture			<u>5,937,215</u>
U.S. DEPARTMENT OF HOMELAND SECURITY			
<i>Passed through United Way of South Texas:</i>			
Emergency Food and Shelter National Board Program - Hidalgo County	97.024	812800-004	220,432
Emergency Food and Shelter National Board Program - Cameron County	97.024	792400-005	31,755
Emergency Food and Shelter National Board Program - Willacy County	97.024	845200-004	<u>5,245</u>
Total Passed through the Texas Department of Agriculture			<u>257,432</u>
Total U.S. Department of Homeland Security			<u>257,432</u>
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<i>Passed through the Hidalgo County, Texas Urban County Program:</i>			
<i>Passed through the City of Pharr, Texas</i>			
Community Development Block Grant	14.218	N/A	<u>1,515</u>
Total U.S. Department of Housing and Urban Development			<u>1,515</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ <u>6,196,162</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

FOOD BANK OF THE RIO GRANDE VALLEY, INC. AND SUBSIDIARIES
 NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2018

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of the Food Bank of the Rio Grande Valley, Inc. and Subsidiaries under programs of the federal government for the year ended June 30, 2018. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

The Food Bank's reporting entity and significant accounting policies are defined in Notes I and II, respectively, of the Notes to the Consolidated Financial Statements.

NOTE 2 - RECONCILIATION OF FEDERAL AWARDS TO THE FINANCIAL STATEMENTS

The Food Bank, as a recipient agency in CSFP and TEFAP, considers all USDA donated foods distributed or used in a fiscal year as expended for purposes of the Schedule of Expenditures of Federal Awards. Therefore, there are differences in amounts reported on the statement of activities as revenues and amounts reported on the Schedule of Expenditures of Federal Awards as expenditures. The following table reconciles these amounts.

Grant revenue per the Statement of Activities	\$	5,952,710
Non-Federal Grants		(243,799)
Decrease in USDA Inventories		<u>487,251</u>
	\$	<u>6,196,162</u>

NOTE 3 – COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair market value of the commodities disbursed. At June 30, 2018, the Food Bank had food commodities totaling \$670,980 in inventory.

Program	CFDA No.	Inventory
Commodity Supplemental Food Program	10.565	\$ 588,086
Emergency Food Assistance Program	10.569	<u>82,894</u>
		<u>\$ 670,980</u>

NOTE 4 – INDIRECT COST RATE

The Food Bank did not elect to use a de minimis cost rate of 10% as described at 2 CFR §200.414(f)—Indirect (F&A) costs.

(End of Notes)

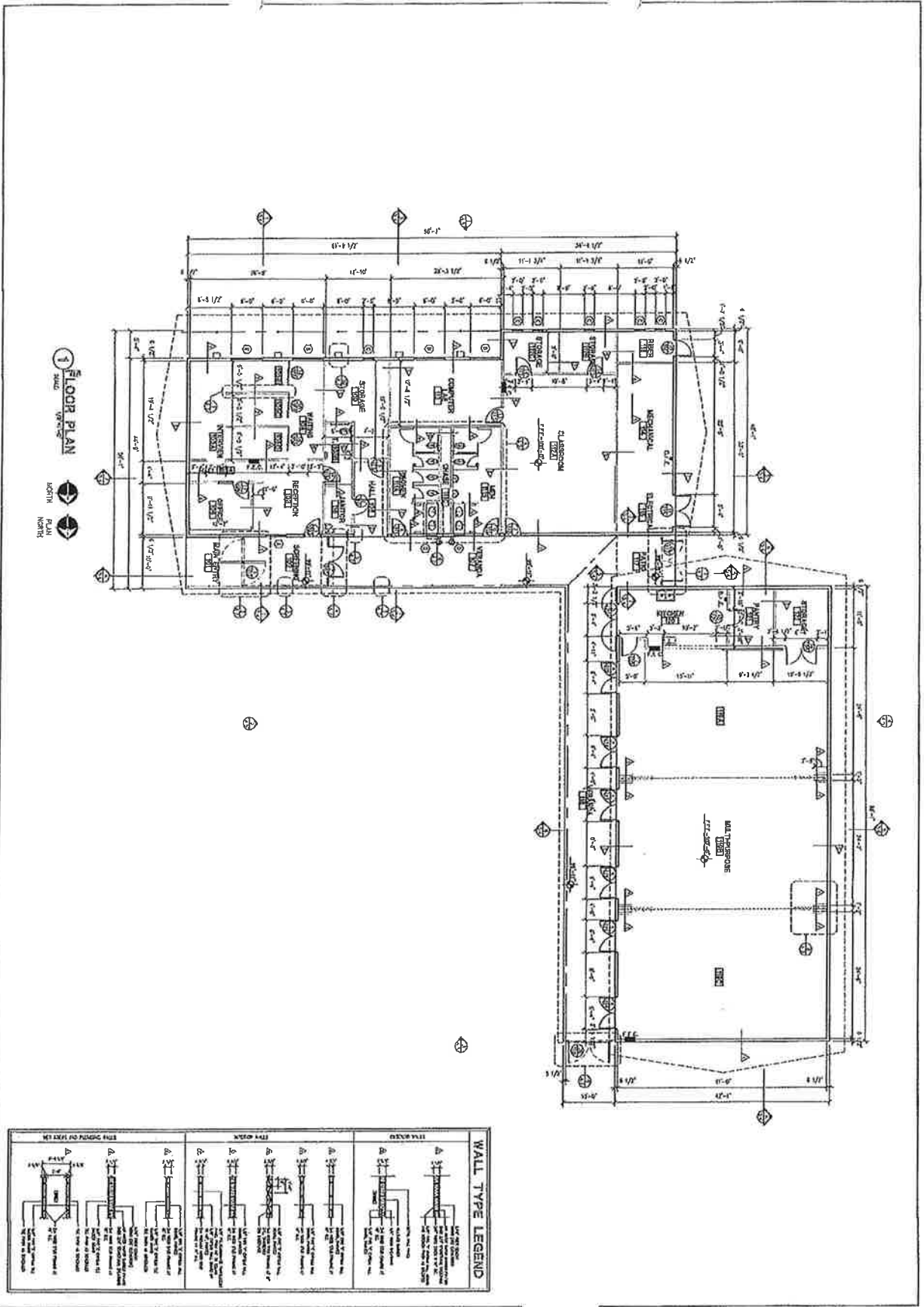
EXHIBIT A-1

**Map of Precinct 4 San Carlos CRC
Facility and Grounds**

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**“LICENSE FOR USE OF SPACE AT HIDALGO COUNTY PRECINCT 4 SAN
CARLOS CRC BY A NON-PROFIT ORGANIZATION FOR FOOD
DISTRIBUTION SERVICES IN THE PRECINCT 4 AREA”**

RFP NO: 2019-253-12-18-MEG



1 FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 NORTH
 PLAN NORTH

WALL TYPE LEGEND	
	1. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	2. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	3. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	4. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	5. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	6. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	7. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	8. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	9. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	10. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	11. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	12. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	13. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	14. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	15. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	16. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	17. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	18. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	19. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH
	20. 1/2" CMU WALL WITH INTERIOR FINISH AND EXTERIOR FINISH

SHEET:
4.1



Mata & Garcia
 ARCHITECTS U.P.
 Fernando Mata A.S.A., Partner
 Hector Rene Garcia R.A., Partner
 681 West Jay Avenue McAllen, Texas 78501
 Tel.: (361) 656-9365 Fax: (361) 656-6488

architecture
 project management
 interior design

WRO
 PROJECT: COMMUNITY RESOURCE CENTER
 LOCATION: SAN ANTONIO, TEXAS
 OWNER: HOUSTON COUNTY

**SAN CARLOS
 COMMUNITY RESOURCE CENTER**

PROJECT: COMMUNITY RESOURCE CENTER
 LOCATION: SAN ANTONIO, TEXAS
 OWNER: HOUSTON COUNTY

PROJECT # 20156
 DATE: 08/11/15
 DRAWN BY: JRC
 CHECKED BY: MRC
 SCALE: AS SHOWN
 SHEET: 4.1

EXHIBIT "B"

Evaluation Criteria

A. SELECTION/EVALUATION/RANKING OF PROPOSALS

The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFP's received in response to this request for proposals. Thereafter, Hidalgo County Commissioners' Court will rank the respondents based upon their response to proposal and/or presentations to the Court.

The evaluation criteria will include, but not be limited to the following:

1. EXPERIENCE/BACKGROUND

35 POINTS

- a) Provides appropriate evidence of adequate staffing
- b) Adequacy of resources to perform these services
- c) Specific experience with public entity clients.

2. PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED

30 POINTS

- a) The organizations design and details for carrying out the requirements of the project.
- b) The organizations evaluation design and goals and objectives of the project.
- c) The organizations description of the services to be provided
- d) Provide the required services at a no cost to the County of Hidalgo.
- e) Possesses applicable certificates, licenses, permits, etc. included in response.

3. CAPACITY OF PERFORMANCE

35 POINTS

- a) Experience and knowledge necessary to provide the required service
- b) Provides sufficient description of relationship and/or partnership between organization and other federal, state, county, municipal or local agencies.
- c) Provides sufficient description of financial and/or non-financial interagency agreements with and federal, state, county, municipal or local agencies

Total 100 Points

Evaluation Criteria

	Selection Criteria	Points	Score
1	EXPERIENCE/BACKGROUND Comments/Rationale for Points: <hr/> <hr/> <hr/> <hr/>	35 points	
2	PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED Comments/Rationale for Points: <hr/> <hr/> <hr/> <hr/>	30 points	
3	CAPACITY OF PERFORMANCE Comments/Rationale for Points: <hr/> <hr/> <hr/> <hr/>	35 points	
Total Score			

Provider: _____

Evaluator: _____

Date: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and/or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
 2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provide d to County hereunder.
 3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
 4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
 - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

Page 2 of 2: Continuation of Exhibit "C": Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

- d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb Insurance Services 145 W. 45th Street New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): (212) 375-3000		FAX (A/C, No): (888) 389-8061	
	E-MAIL ADDRESS: service@lambis.com			
INSURED Food Bank of the Rio Grande Valley, Inc. P.O. Box 6251 Mcallen, TX 78502-6251	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : New Hampshire Insurance Company		23841	
	INSURER B : National Union Fire Ins Co		19445	
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01-LX-062796133-1	03/05/2019	03/05/2020	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 20,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 3,000,000	
							PRODUCTS - COMP/OP AGG \$ 3,000,000	
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			01-CA-069968487-2	03/05/2019	03/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29-UD-062841448-2	03/05/2019	03/05/2020	EACH OCCURRENCE \$ 5,000,000	
							AGGREGATE \$ 5,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT \$	
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$
A	Property			01-LX-062796133-1	03/05/2019	03/05/2020	Building & BPP 9,950,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Precinct No. 4 1051 N Doolittle Rd Edinburg, TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Insurance Requirement Acknowledgment

I, Carlos Cantu, authorized representative for Food Bank RGV,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.

C. Cantu

Authorized Representative

12/16/19

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, Libby Salinas, possess all of the APPLICABLE:

1. Licenses: ✓ See attached

2. Bond (if applicable) _____

3. Certificates: ✓ See attached

4. Permits: ✓ See attached

5. Other: ✓ See attached

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

J Salinas
Authorized Signature

12-17-19
Date

Food Bank RGV
Company

724 N. Cage Blvd
Address

Pharr TX 78577
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET



HEALTH PERMIT - EXEMPT

HPEX6324306

Issued to

FOOD BANK R.G.V. INC
FOOD BANK
724 N CAGE
PHARR, TX 78577

Issued by

City of Pharr
118 S. Cage
Pharr, TX 78577

(956) 402-4222 phone
(956) 702-5369 fax
rogelio.rodriguez@pharr-tx.gov

HEALTH PERMIT - EXEMPT

Issued By

City of Pharr
118 S. Cage
Pharr, TX 78577



Issued To

FOOD BANK R.G.V. INC
FOOD BANK
724 N CAGE
PHARR, TX 78577

Valid From

04/29/19 - 04/29/20

Number

HPEX6324306

Approved By Health Coordinator

Approved By Development Services Official

NON-TRANSFERABLE

NOTICE:

This Issued in compliance with the Ordinances of the City of Pharr and subject to the provisions thereof.

This permit remains the property of Pharr Health Department and must be surrendered on request of Health Coordinator or his representative.

- ★ Please contact this office immediately if any information on this license is incorrect.
- ★ This license must be displayed at the address licensed.
- ★ The license renewal application and fee are due every two years BEFORE the anniversary date. Please note that it is the responsibility of the license holder to remit the licensure fee before the expiration date, whether a payment notice is received or not. Failure to submit the renewal fee before the expiration date will result in a \$100.00 delinquency fee for each location and must be remitted before the license will be issued.
- ★ A license that is amended, including a change of name, ownership, legal entity, or a notification of a change in the location of a licensed place of business will require submission of new application and fee. Applications for these changes can be downloaded from our website at www.dshs.state.tx.us/fdllicense.
- ★ If you have any questions or desire additional information concerning the application process or this license, please contact the Foods Licensing Group at (512) 834-6626. In order to serve you better, DSHS would like you to complete the short online survey at: <https://reglicensing.questionpro.com>. The information you provide will assist DSHS in its efforts to continually improve and become more responsive to the needs of its customers. Thank you in advance for your cooperation.

TERRI DREFKE
 724 N CAGE BLVD
 PHARR TX 78577

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
 REGULATORY LICENSING UNIT

FOOD BANK OF THE RIO GRANDE VALLEY INC

724 N CAGE BLVD
 PHARR, TX 78577

Pursuant to Health and Safety Code Chapter 432 (Food, Drug, Device, and Cosmetic Salvage Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by the licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:

SALVAGE ESTABLISHMENT
 (Food Drugs)

License # 0033605
 Expires: April 7, 2021

NON-TRANSFERABLE

John Lee

 Commissioner

501602



EXHIBIT "D"
(CIQ) CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Food Bank of the Rio Grande Valley

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Libby Salinas
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 J. Salinas
Signature of vendor doing business with the governmental entity

12-16-19
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"
VENDOR/BIDDER APPLICATION
W-9

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: <u>Food Bank of the RGV</u> Telephone No. (<u>956</u>) <u>682-8101</u>	
dba Name:	
Legal Name: <u>Food Bank of the Rio Grande Valley, Inc.</u>	
Mailing Address : <u>P.O. Box 6251 ^{McAllen} 78502</u> Fax No. (<u>956</u>) <u>682 7921</u>	
Physical Address: <u>724 N. Cage Blvd</u>	
City, State, Zip <u>Pharr TX 78577</u> Tax I.D. No. <u>74-24-21560</u>	
Remit to Address : <u>P.O. Box 6251</u> City, State, Zip <u>McAllen TX 78502</u>	
E-Mail Address: <u>libby5@foodbankrgv.com</u>	
Representative(s) Name(s) & Title(s) <u>Libby Salinas Chief Program Officer</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No. <u>17424215600000</u> (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: <u>Texas</u> Date: <u>9-24-1985</u> Other:	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Libby Salinas Chief Program Officer.</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input checked="" type="checkbox"/> More than 500,000 annual gross receipt	
<input type="checkbox"/> Black American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American	
<input checked="" type="checkbox"/> Native American <input checked="" type="checkbox"/> Women <input type="checkbox"/> Other	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Food</u>	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Food Bank of the Rio Grande Valley, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
724 N. Cage Blvd

6 City, state, and ZIP code
Pharr, Texas 78577

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

7	4	-	2	4	2	1	5	6	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/11/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification, (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

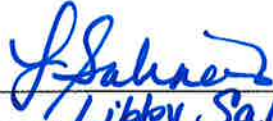
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "F"
DEBARMENT

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Libby Salinas
Title: Chief Program Officer
Telephone Number: 956-682-8101
Date: 12-17-19

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"
TITLE VI
"A" THROUGH "E"

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "H"

(if applicable)

2 C.F.R. § 200.326 & C.F.R. Part 200, Appendix
II, Required Contract Clauses for Non-Federal
Entity Contract Under Federal Awards

&

Required Contract Clauses for Non-Federal
Entity Contract under Federal Awards with the
Federal Emergency Management Agency
(FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement. Termination.** County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

- (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**

- a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

- c. **Statement.** The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance.** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act.

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. **Statement.** The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, Food Bank of the Rio Grande Valley certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Food Bank of the Rio Grande Valley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

J. Salinas
Signature of Contractor's Authorized Official

Libby Salinas Chief Program Officer
Name and Title of Contractor's Authorized Official

12-12-19
Date

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquiree—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

- (3) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. Access to Records.

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. DHS Seal, Logo, and Flags.

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval.”

14. **Compliance with Federal Law, Regulations, and Executive Orders.**

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

15. **No Obligation by Federal Government**

- a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

16. **Program Fraud and False or Fraudulent Statements or Related Acts.**

- a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: Food Bank of the Rio Grande Valley

Printed Name and Title of Authorized Representative: Libby Salinas Chief Program Officer

Signature of Authorized Representative: 

Date: 12-17-19

EXHIBIT "I"
FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60.29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full Journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.6(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met, The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes or an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 6, 8, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "J"
PROPOSER'S AFFIDAVIT

Exhibit "J"

PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Libby Salinas, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

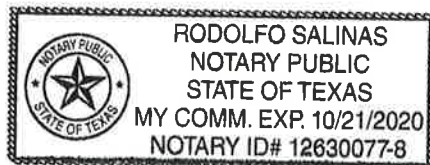
Signature/Title: _____

Salinas Chief Program Officer.

Subscribed and sworn to before me this 18 day of Dec, 2019.

Notary Public

My commission expires: _____, 20



DRAFT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**LICENSE AGREEMENT
FOR
USE OF SPACE AT HIDALGO COUNTY PRECINCT 4 SAN CARLOS CRC BY A
NON-PROFIT ORGANIZATION FOR FOOD DISTRIBUTION SERVICES**

C-19-253-00-00

THIS LICENSE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2019, by and between County of Hidalgo, Texas, by and through Commissioner Precinct 4 ("the County") and _____ (the "Licensee") (referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, Hidalgo County is a "local government" and a political subdivision of the State of Texas; and

WHEREAS, Licensee is a private not for profit organization qualifying under section 501(c)(3) that provides food distribution services and resources to the community as part of its program ("Services").

WHEREAS, the Parties share a mutual goal of improving the health and welfare of the citizens of Hidalgo County and believe the constituents of Hidalgo County will benefit from the resources contemplated herein, and

WHEREAS, County owns the property located at Hidalgo County Precinct 4, Edinburg, Hidalgo County, Texas with a street address of "**San Carlos CRC aka Endowment Center 107 Sunflower Road Edinburg, Texas 78542**"; and

WHEREAS, County offered to qualifying non-profit food distribution organizations a license for use of a portion of said property to provide Services to constituents of Hidalgo County Precinct 4. (See Exhibit "A" Request for Production (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes)

WHEREAS, The property that the County desires to provide a license for use by a non-profit organization for food distributions services is more particularly described in Exhibit A and Exhibit B: Response page, both are attached hereto and incorporated herein at this point for all purposes (the "Licensee Area").

WHEREAS, this Agreement is entered into in the spirit of cooperation and collaboration by the Parties to describe how their services and resources will be utilized to serve the citizen of Hidalgo County, including individuals who may benefit from the services provided by both Parties.

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee, as a non-profit organization, a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of providing food distribution services for the Constituents of Hidalgo County. (the "License"). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein. The Parties agree that neither will receive compensation from the other for performing the terms of this Agreement.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the license Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the "Notice"). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the Non-Profit business under this Agreement shall apply only to the Licensee Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee of the use of the License Area. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of itself and its heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area and Licensee hereby waives and releases any such claim.

3. Term. The initial term of the lease shall be for **two (2) years**, from the date the license is issued as of the effective date above. Hidalgo County Commissioner's Court at its sole discretion may extend the license for an additional **two (2) year** extension under same terms and conditions. The County has the option to extend for a sixty (60) day grace period at the end of the agreement for unforeseen delays under the same terms and conditions, if applicable. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

4. Limitations/Restrictions on License Area.

a) Licensee shall ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

b) Licensee shall comply with, and shall not use the License Area in any manner which is in violation of, any federal, state or local law, statute, regulation or ordinance or permit issued by any applicable governmental authority in connection with Licensee's use of the License Area.

c) Licensee shall not make any alterations, additions or improvements to the License Area, without the written consent of the County.

d) Licensee shall not cause or allow to be caused any damage to any improvement(s) located within the License Area, including any improvement(s) installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

e) Licensee acknowledges that access to the License Area may be limited or restricted by the County. Licensee agrees to comply with all rules and regulations imposed by the County with respect to access to the License Area.

1. Condition of License Area. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its "as is" condition without any warranties or representation of any kind by the County.

2. Indemnification. Licensee shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the use by Licensee of the License Area. Licensee shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

3. Insurance. Consistent with its status as an independent contractor and at its sole expense, Licensee agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Licensee's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Licensee's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Licensee is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Licensee shall cause all subcontractors utilized by Licensee to also comply with these specifications. Licensee shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Licensee shall name the County as an additional insured. Licensee shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Licensee shall make any other insurance documentation available to County upon request.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Licensee Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. Default. If Licensee fails to comply with any of Licensee's obligations under this Agreement and such failure continues for ten (10) days from receipt of written notice then in the event of any failure, and in addition to any other remedies permitted at law or in equity, including without limitation, specific performance and injunctive relief, County may: (a) terminate this Agreement and any license rights arising hereunder, provided, that no such termination shall release Licensee from any of his obligations arising hereunder; and (b) undertake such measures as may be required to cure the default and in the event the County undertakes to cure the default, Licensee shall pay all costs and expenses incurred in connection therewith within ten (10) days after receipt of an invoice therefore, together with interest thereon from and after the date said bill was due and payable at a rate allowed by law.

6. Maintenance. Licensee agrees to maintain, at Licensee's own expense, the License Area in a good and clean condition and state of repair.

7. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver. No waiver by any party hereof of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Licensee not otherwise.

10. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties specified by written notice delivered in accordance herewith.

If to the District:

Hidalgo County
Attention County Judge
100 E. Cano Street 2nd Floor
Edinburg, Texas 78539

If to Licensee:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
13. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. Assignment. This Agreement shall not be assignable by Licensee.
15. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. Gender and Number. All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
17. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right

to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

19. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. Nondiscrimination. Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY:

By: _____
Hon. Richard F. Cortez, County Judge

LICENSEE: ORGANIZATION'S NAME

By: _____
Printed Name: _____
Title: _____

ATTEST:

Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

EXHIBIT "A"

**Request for Bid (RFB)
Procurement Packet**

DRAFT

EXHIBIT "B"
LICENSEE'S RESPONSE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

COUNTERSIGNED

DATE

BY

AUTHORIZED REPRESENTATIVE

SCHEDULE OF UNDERLYING INSURANCE

Issued to: FOOD BANK OF THE RIO GRANDE VALLEY, INC. **Policy Number:** 29-UD-062841448-2 000
By: National Union Fire Insurance Company

TYPE OF POLICY OR COVERAGE	INSURER, POLICY NO. AND POLICY PERIOD	LIMITS
General Liability	Granite State Insurance Company 02-LX-062796133-1 05-MAR-19 03/05/2020	\$1,000,000 Each Occurrence \$3,000,000 General Aggregate \$3,000,000 Products/Completed Operations Aggregate Defense Expenses are in addition to the limit
Commercial Auto	New Hampshire Insurance Company 01-CA-069968487-2 05-MAR-19 03/05/2020	\$1,000,000 Combined Single Limit Defense Expenses are in addition to the limit
Abuse and Molestation Liability	Granite State Insurance Company 02-LX-062796133-1 05-MAR-19 03/05/2020	\$1,000,000 Each Wrongful Act \$3,000,000 Aggregate Defense Expenses are in addition to the limit
Employee Benefit Liability	Granite State Insurance Company 02-LX-062796133-1 05-MAR-19 03/05/2020	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate 03/05/2015 Retro Date Defense Expenses are in addition to the limit
Professional Liability	Granite State Insurance Company 02-LX-062796133-1 05-MAR-19 03/05/2020	\$1,000,000 Each Wrongful Act \$3,000,000 Aggregate Defense Expenses are in addition to the limit

AUTHORIZED REPRESENTATIVE

**NATIONAL UNION FIRE INSURANCE COMPANY
COMMERCIAL UMBRELLA POLICY**

FORMS SCHEDULE

POLICY NO:	29-UD-062841448-2 000
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ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

FOOD BANK OF THE RIO GRANDE VALLEY, INC. P.O. BOX 6251 MCALLEN, TX 78502
--

AGENCY AND MAILING ADDRESS

CARE PROVIDERS INSURANCE SERVICES LLC 16301 QUOROM DR SUITE 130B ADDISON, TX 75001-0000
--

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

COMMON POLICY FORMS		APPLICABLE COVERAGE PARTS
89644 0613	Economic Sanctions Endorsement	Commercial Umbrella
96556 0115	Policyholder Disclosure - Notice of Terrorism Insurance Coverage	Commercial Umbrella
74802 0711	Texas Amendatory Endorsement Cancellation And Nonrenewal	Commercial Umbrella

COMMERCIAL UMBRELLA FORMS		APPLICABLE COVERAGE PARTS
81911 0105	Texas Policy Disclosure Notice	Commercial Umbrella
113512 0313	Physical Abuse, Sexual Abuse or Molestation Exclusion Endorsement	Commercial Umbrella
117603 0814	Crisis Management Event Endorsement	Commercial Umbrella
121317 0216	Violation of Communication or Information Law Exclusion Amendatory Endorsement	Commercial Umbrella
80398 0702	Automobile Liability Follow-Form Endorsement	Commercial Umbrella
80417 0702	Directors and Officers Liability Exclusion	Commercial Umbrella
80479 0203	Silica Exclusion Endorsement	Commercial Umbrella
80514 0702	Total Pollution Exclusion	Commercial Umbrella
81581 0203	Non-Concurrency Endorsement	Commercial Umbrella
82449 0603	Fungus Exclusion Endorsement	Commercial Umbrella
83049 0915	Act of Terrorism Self-Insured Retention Endorsement	Commercial Umbrella
83070 0903	Employers' Liability Exclusion Endorsement	Commercial Umbrella
83073 0407	Employee Benefits Liability Limitation Endorsement (Claims-Made)	Commercial Umbrella
83094 0903	Radioactive Matter Exclusion Endorsement	Commercial Umbrella
83687 0911	Duties in the Event of an Occurrence, Claim or Suit and Schedule A -Approved Crisis Management Firms	Commercial Umbrella
86471 0206	Lead Exclusion Endorsement	Commercial Umbrella
87043 0512	Commercial General Liability Limitation Endorsement	Commercial Umbrella
87224 1204	Liquor Liability Exclusion Endorsement	Commercial Umbrella
94621 0507	CrisisResponse Coverage Enhancement Endorsement	Commercial Umbrella
99497 0608	Violation of Economic or Trade Sanctions Condition Amendment Endorsement	Commercial Umbrella
91009 0506	Professional Liability Limitation Endorsement	Commercial Umbrella
80517 1109	Umbrella Prime Commercial Umbrella Liability Policy With CrisisResponse	Commercial Umbrella
80411 0104	Cross Suits Exclusion	Commercial Umbrella

**NATIONAL UNION FIRE INSURANCE COMPANY
COMMERCIAL UMBRELLA POLICY**

FORMS SCHEDULE

POLICY NO:	29-UD-062841448-2 000
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**ACCOUNT NUMBER:
NAMED INSURED**

FOOD BANK OF THE RIO GRANDE VALLEY, INC.
--

AGENCY

CARE PROVIDERS INSURANCE SERVICES LLC
--

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

80394 0903	Anti-Stacking Endorsement	Commercial Umbrella
119939 1216	Sexual Misconduct, Abuse or Molestation Exclusion With Follow Form Exception and Sublimit Endorsement (Programs Only)	Commercial Umbrella
118632 0115	Access or Disclosure of Confidential or Personal Information Exclusion Endorsement	Commercial Umbrella
81914 0403	Texas Amendatory Endorsement	Commercial Umbrella

New Hampshire Insurance Company

(a capital stock company)
175 Water Street
New York, NY 10038
(212) 458 5000

BUSINESS AUTO DECLARATIONS RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2

RENEWAL OF 01-CA-069968487-1

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

FOOD BANK OF THE RIO GRANDE VALLEY, INC.
P.O. BOX 6251
MCALLEN, TX 78502

AGENCY AND MAILING ADDRESS

88333

CARE PROVIDERS INSURANCE SERVICES LLC
16301 QUOROM DR SUITE 130B
ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

ITEM ONE

THE NAMED INSURED IS: Other

BUSINESS DESCRIPTION: Social Service

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
1	Covered Autos Liability	\$1,000,000 Each Accident See Item Four For Hired Borrowed Auto See Item Five For Non Owned Liability	\$ 27,887
7	Personal Injury Protection - PIP (Or Equivalent No-Fault Coverage)	Separately Stated In Each PIP Endorsement	\$ 442
	Auto Medical Payments	\$ Each Insured	\$
2	Uninsured Motorists - UM	\$1,000,000 Each Accident	\$ 1,327
2	Underinsured Motorists - UIM	Included In Uninsured Motorists Coverage	\$

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
7, 8	Physical Damage: Comprehensive Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three), But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	\$ 3,722
	Physical Damage: Specified Causes Of Loss Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three) For Loss Caused By Mischief Or Vandalism. See Item Four for Hired or Borrowed Autos.	\$
7, 8	Physical Damage: Collision Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three). See Item Four for Hired or Borrowed Autos.	\$ 9,227
	Physical Damage: Towing And Labor	\$ For Each Disablement Of A Private Passenger Auto	\$
		PREMIUM FOR ENDORSEMENTS	\$ 500
		TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY ASSESSMENT	\$ 44.00
		ESTIMATED POLICY PREMIUM*	\$ 43,149.00
		*This policy may be subject to final audit	

Notice: The Automobile Theft Prevention Authority fee is payable in addition to the premium due under this policy. The fee reimburses the insurer, as permitted by 28 TAC 5.205, for the \$2.00 fee per motor vehicle year required to be paid to the Automobile Theft Prevention fund under Texas Civil Statutes, Article 4413(37), 10 which became active on June 6, 1991, and revised effective September 1, 2011.

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
 See Forms Schedule

 See Forms Schedule

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2

INSURED: FOOD BANK OF THE RIO GRANDE VALLEY,
INC.

EFFECTIVE DATE: 03/05/2019

AGENT: CARE PROVIDERS INSURANCE SERVICES
LLC

FORMS AND ENDORSEMENTS

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2

INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019

AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
1		Trucks, Tractors and Trailers	1989 GREAT DANE TRAILERS	1GRAA0027KS071802	TX	057
2		Trucks, Tractors and Trailers	2014 FREIGHTLINER M2	1FVACWDTXEHS8034	TX	057
3		Trucks, Tractors and Trailers	2001 UTILITY TRAILER MFG	1UYYS25371M305120	TX	057
4		Trucks, Tractors and Trailers	2002 UTILITY TRAILER MFG	1UYYS25372M305409	TX	057
5		Trucks, Tractors and Trailers	2002 UTILITY TRAILER MFG	1UYYS25302M305414	TX	057

NO	ZONE		CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
	ORG	DEST					
1			68499	Trailers	Local(Up To 50 Miles)		Not Otherwise Specified
2			36499	Heavy Truck-Tractors	Local(Up To 50 Miles)	Commercial	Not Otherwise Specified
3			68499	Trailers	Local(Up To 50 Miles)		Not Otherwise Specified
4			68499	Trailers	Local(Up To 50 Miles)		Not Otherwise Specified
5			68499	Trailers	Local(Up To 50 Miles)		Not Otherwise Specified

NO	COVERED AUTOS LIABILITY				PIP			ADDED PIP		PEDESTRIAN PIP
	LIMIT	DED	DED TYPE	PREM	LIMIT	PREM	DED	LIMIT	PREM	PREM
1	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
2	\$1,000,000	\$0	CSL	\$2,364	See Endorsement	\$27	N/A	N/A	\$0	\$0
3	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
4	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
5	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0

NO	**MED PAY		UM		UMPD		UIM		UIMPD	
	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM
1	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
2	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
3	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
4	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
5	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0

NO	COST NEW	STATED AMT	OTC			COLLISION		TOWING		AUDIO		TAPE
			COVERAGE	DED	PREM	DED	PREM	LIMIT	PREM	LIMIT	PREM	PREM
1	\$0	\$0	Comprehensive	\$1,000	\$15	\$1,000	\$9	\$0	\$0	\$0	\$0	\$0
2	\$86,600	\$0	Comprehensive	\$1,000	\$182	\$1,000	\$449	\$0	\$0	\$0	\$0	\$0
3	\$18,475	\$0	Comprehensive	\$1,000	\$34	\$1,000	\$34	\$0	\$0	\$0	\$0	\$0
4	\$19,050	\$0	Comprehensive	\$1,000	\$34	\$1,000	\$34	\$0	\$0	\$0	\$0	\$0
5	\$19,050	\$0	Comprehensive	\$1,000	\$34	\$1,000	\$34	\$0	\$0	\$0	\$0	\$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
1	\$153	\$2.00	\$155.00
2	\$3,135	\$2.00	\$3,137.00
3	\$197	\$2.00	\$199.00
4	\$197	\$2.00	\$199.00
5	\$197	\$2.00	\$199.00

*KEY: "A" = Add, "D" = Delete, "M" = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
6		Trucks, Tractors and Trailers	1997 GREAT DANE TRAILERS	1graa9625vb155823	TX	057
7		Trucks, Tractors and Trailers	2015 FREIGHTLINER CASCADIA 125	3AKJGEDV5FSGB7027	TX	057
8		Trucks, Tractors and Trailers	2015 FREIGHTLINER CASCADIA 125	3AKJGEDV9FSGB7029	TX	057
9		Trucks, Tractors and Trailers	2015 FREIGHTLINER CASCADIA 125	3AKJGEDV1FSGB7008	TX	057
10		Trucks, Tractors and Trailers	2015 FREIGHTLINER CASCADIA 125	3AKJGEDV7FSGB7028	TX	057

NO	ZONE		CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
	ORG	DEST					
6			68499	Trailers	Local(Up To 50 Miles)		Not Otherwise Specified
7			50499	Extra-Heavy Truck-Tractors	Local(Up To 50 Miles)		Not Otherwise Specified
8			50499	Extra-Heavy Truck-Tractors	Local(Up To 50 Miles)		Not Otherwise Specified
9			50499	Extra-Heavy Truck-Tractors	Local(Up To 50 Miles)		Not Otherwise Specified
10			50499	Extra-Heavy Truck-Tractors	Local(Up To 50 Miles)		Not Otherwise Specified

NO	COVERED AUTOS LIABILITY				PIP			ADDED PIP		PEDESTRIAN PIP
	LIMIT	DED	DED TYPE	PREM	LIMIT	PREM	DED	LIMIT	PREM	PREM
6	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
7	\$1,000,000	\$0	CSL	\$3,280	See Endorsement	\$27	N/A	N/A	\$0	\$0
8	\$1,000,000	\$0	CSL	\$3,280	See Endorsement	\$27	N/A	N/A	\$0	\$0
9	\$1,000,000	\$0	CSL	\$3,280	See Endorsement	\$27	N/A	N/A	\$0	\$0
10	\$1,000,000	\$0	CSL	\$3,280	See Endorsement	\$27	N/A	N/A	\$0	\$0

NO	**MED PAY		UM		UMPD		UIM		UIMPD	
	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM
6	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
7	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
8	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
9	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
10	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0

NO	COST NEW	STATED AMT	OTC			COLLISION		TOWING		AUDIO		TAPE
			COVERAGE	DED	PREM	DED	PREM	LIMIT	PREM	LIMIT	PREM	PREM
6	\$9,500	\$0	Comprehensive	\$1,000	\$28	\$1,000	\$22	\$0	\$0	\$0	\$0	\$0
7	\$165,237	\$0	Comprehensive	\$1,000	\$321	\$1,000	\$1,046	\$0	\$0	\$0	\$0	\$0
8	\$165,237	\$0	Comprehensive	\$1,000	\$321	\$1,000	\$1,046	\$0	\$0	\$0	\$0	\$0
9	\$165,237	\$0	Comprehensive	\$1,000	\$321	\$1,000	\$1,046	\$0	\$0	\$0	\$0	\$0
10	\$165,237	\$0	Comprehensive	\$1,000	\$321	\$1,000	\$1,046	\$0	\$0	\$0	\$0	\$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
6	\$179	\$2.00	\$181.00
7	\$4,787	\$2.00	\$4,789.00
8	\$4,787	\$2.00	\$4,789.00
9	\$4,787	\$2.00	\$4,789.00
10	\$4,787	\$2.00	\$4,789.00

*KEY: "A" = Add, "D" = Delete, "M" = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
11		Trucks, Tractors and Trailers	2014 Utility Trailer	4ymul081xe005246	TX	057
12		Trucks, Tractors and Trailers	2016 HINO 258/268	5pvnj8jv3g4560410	TX	057
13		Trucks, Tractors and Trailers	2018 UTILITY TRAILER MFG	1uyvs2484j6175301	TX	057
14		Trucks, Tractors and Trailers	2018 UTILITY TRAILER MFG	1uyvs2486j6175302	TX	057
15		Trucks, Tractors and Trailers	2018 UTILITY TRAILER MFG	1uyvs2323j6175402	TX	057

NO	ZONE		CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
	ORG	DEST					
11			68499	Trailers	Local(Up To 50 Miles)		Not Otherwise Specified
12			33439	Heavy Trucks	Local(Up To 50 Miles)	Commercial	Food Delivery
13			67499	Semitrailers	Local(Up To 50 Miles)		Not Otherwise Specified
14			67499	Semitrailers	Local(Up To 50 Miles)		Not Otherwise Specified
15			67499	Semitrailers	Local(Up To 50 Miles)		Not Otherwise Specified

NO	COVERED AUTOS LIABILITY				PIP			ADDED PIP		PEDESTRIAN PIP
	LIMIT	DED	DED TYPE	PREM	LIMIT	PREM	DED	LIMIT	PREM	PREM
11	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
12	\$1,000,000	\$0	CSL	\$2,495	See Endorsement	\$27	N/A	N/A	\$0	\$0
13	\$1,000,000	\$0	CSL	\$0	See Endorsement	\$27	N/A	N/A	\$0	\$0
14	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
15	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0

NO	**MED PAY		UM		UMPD		UIM		UIMPD	
	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM
11	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
12	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
13	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
14	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
15	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0

NO	COST NEW	STATED AMT	OTC			COLLISION		TOWING		AUDIO		TAPE
			COVERAGE	DED	PREM	DED	PREM	LIMIT	PREM	LIMIT	PREM	PREM
11	\$3,500	\$0	Comprehensive	\$1,000	\$24	\$1,000	\$18	\$0	\$0	\$0	\$0	\$0
12	\$85,000	\$0	Comprehensive	\$1,000	\$330	\$1,000	\$653	\$0	\$0	\$0	\$0	\$0
13	\$107,000	\$0	Comprehensive	\$1,000	\$201	\$1,000	\$433	\$0	\$0	\$0	\$0	\$0
14	\$107,000	\$0	Comprehensive	\$1,000	\$201	\$1,000	\$433	\$0	\$0	\$0	\$0	\$0
15	\$90,000	\$0	Comprehensive	\$1,000	\$187	\$1,000	\$370	\$0	\$0	\$0	\$0	\$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
11	\$171	\$2.00	\$173.00
12	\$3,618	\$2.00	\$3,620.00
13	\$661	\$2.00	\$663.00
14	\$763	\$2.00	\$765.00
15	\$686	\$2.00	\$688.00

*KEY: "A" = Add, "D" = Delete, "M" = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2

INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019

AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
16		Trucks, Tractors and Trailers	2018 UTILITY TRAILER MFG	1uyvs2321j6175401	TX	057
17		Trucks, Tractors and Trailers	2002 FORD EXPEDITION	1FMRU17L42LA57350	TX	057
18		Private Passenger	2017 HONDA ACCORD	1HGCR2F39HA197791	TX	057
19		Private Passenger	2017 HONDA ACCORD	1HGCR2F30HA226112	TX	057
20		Trucks, Tractors and Trailers	2018 FREIGHTLINER M2	1FVACWF3XJHJS4624	TX	057

NO	ZONE		CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
	ORG	DEST					
16			67499	Semitrailers	Local(Up To 50 Miles)		Not Otherwise Specified
17			33499	Heavy Trucks	Local(Up To 50 Miles)	Commercial	Not Otherwise Specified
18			7398				
19			7398				
20			34499	Heavy Truck-Tractors	Local(Up To 50 Miles)	Service	Not Otherwise Specified

NO	COVERED AUTOS LIABILITY				PIP			ADDED PIP		PEDESTRIAN PIP
	LIMIT	DED	DED TYPE	PREM	LIMIT	PREM	DED	LIMIT	PREM	PREM
16	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
17	\$1,000,000	\$0	CSL	\$1,904	See Endorsement	\$27	N/A	N/A	\$0	\$0
18	\$1,000,000	\$0	CSL	\$1,334	See Endorsement	\$71	N/A	N/A	\$0	\$0
19	\$1,000,000	\$0	CSL	\$1,334	See Endorsement	\$71	N/A	N/A	\$0	\$0
20	\$1,000,000	\$0	CSL	\$1,839	See Endorsement	\$27	N/A	N/A	\$0	\$0

NO	**MED PAY		UM		UMPD		UIM		UIMPD	
	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM
16	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
17	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
18	\$0	\$0	\$1,000,000	\$155	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
19	\$0	\$0	\$1,000,000	\$155	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
20	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0

NO	COST NEW	STATED AMT	OTC		COLLISION		TOWING		AUDIO		TAPE
			COVERAGE	DED	DED	PREM	LIMIT	PREM	LIMIT	PREM	PREM
16	\$90,000	\$0	Comprehensive	\$1,000	\$187	\$1,000	\$370	\$0	\$0	\$0	\$0
17	\$36,940	\$0	Comprehensive	\$1,000	\$85	\$1,000	\$89	\$0	\$0	\$0	\$0
18	\$19,608	\$0	Comprehensive	\$1,000	\$122	\$1,000	\$320	\$0	\$0	\$0	\$0
19	\$19,608	\$0	Comprehensive	\$1,000	\$122	\$1,000	\$320	\$0	\$0	\$0	\$0
20	\$63,506	\$0	Comprehensive	\$1,000	\$182	\$1,000	\$356	\$0	\$0	\$0	\$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
16	\$686	\$2.00	\$688.00
17	\$2,218	\$2.00	\$2,220.00
18	\$2,002	\$2.00	\$2,004.00
19	\$2,002	\$2.00	\$2,004.00
20	\$2,517	\$2.00	\$2,519.00

*KEY: "A" = Add, "D" = Delete, "M" = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

New Hampshire Insurance Company

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
21		Trucks, Tractors and Trailers	2018 UTILITY TRAILER MFG 32' Reefer Trailer	1UYVS2323J6347301	TX	057
22		Trucks, Tractors and Trailers	2016 FREIGHTLINER CASCADIA 113	3AKJGBDVXGSGV9473	TX	057

NO	ZONE		CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
	ORG	DEST					
21			67499	Semitrailers	Local(Up To 50 Miles)		Not Otherwise Specified
22			33499	Heavy Trucks	Local(Up To 50 Miles)	Commercial	Not Otherwise Specified

NO	COVERED AUTOS LIABILITY				PIP			ADDED PIP		PEDESTRIAN PIP
	LIMIT	DED	DED TYPE	PREM	LIMIT	PREM	DED	LIMIT	PREM	PREM
21	\$1,000,000	\$0	CSL	\$126	See Endorsement	\$3	N/A	N/A	\$0	\$0
22	\$1,000,000	\$0	CSL	\$1,904	See Endorsement	\$27	N/A	N/A	\$0	\$0

NO	**MED PAY		UM		UMPD		UIM		UIMPD	
	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM	LIMIT	PREM
21	\$0	\$0	\$1,000,000	\$0	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0
22	\$0	\$0	\$1,000,000	\$113	\$0	\$0	Incl in UM	Incl in UM	\$0	\$0

NO	COST NEW	STATED AMT	OTC			COLLISION		TOWING		AUDIO		TAPE
			COVERAGE	DED	PREM	DED	PREM	LIMIT	PREM	LIMIT	PREM	PREM
21	\$90,000	\$0	Comprehensive	\$1,000	\$187	\$1,000	\$370	\$0	\$0	\$0	\$0	\$0
22	\$160,126	\$0	Comprehensive	\$1,000	\$283	\$1,000	\$729	\$0	\$0	\$0	\$0	\$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
21	\$686	\$2.00	\$688.00
22	\$3,056	\$2.00	\$3,058.00

*KEY: "A" = Add, "D" = Delete, "M" = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

New Hampshire Insurance Company
COMMERCIAL AUTOMOBILE POLICY
 RENEWAL DECLARATION

POLICY NO. 01-CA-069968487-2
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY,
 INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES
 LLC

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

COVERED AUTOS LIABILITY COVERAGE – COST OF HIRE RATING BASIS FOR AUTOS NOT USED IN YOUR MOTOR CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)

STATE	COVERED AUTOS LIABILITY COVERAGE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	LIMIT	DEDUCTIBLE	PREMIUM
TX	Excess Liability	\$ 5,000	\$ 1,000,000	\$	\$ 77
Total Hired Auto Premium					\$ 77
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

COVERAGE TYPE	BALANCE TO MINIMUM PREMIUM
Cost Of Hire Rating Basis For Autos Not Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)	\$ 73
Total Balance to Minimum Premium	\$ 73

ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

STATE: TX

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	LIMIT	DEDUCTIBLE	PREMIUM
Social Service Agencies	Number of Employees	25	\$ 1,000,000	\$	\$ 133
	Number of Volunteers	2	\$ 1,000,000	\$	\$ 7
Total Non-ownership Covered Autos Premium					\$ 140

Balance to Minimum	
Employee Nonowned Volunteer Liability	\$ 43
Total Balance to Minimum	\$ 43

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Alexander R. Baugh
PRESIDENT



Tanya Kent
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurance Company, either below or on the Declarations page of the Policy.



Christopher J. Flatt
AUTHORIZED COMPANY REPRESENTATIVE

Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
Illinois National Insurance Co.
New Hampshire Insurance Company
American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Commerce and Industry Insurance Company

COUNTERSIGNATURE
(only where required by law)

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

GRANITE STATE INSURANCE COMPANY

A stock company
175 Water Street 18th Floor, New York, NY 10038
COMMON POLICY DECLARATIONS
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1

RENEWAL OF 01-LX-062796133-0

NAMED INSURED AND MAILING ADDRESS

FOOD BANK OF THE RIO GRANDE VALLEY, INC.
P.O. BOX 6251
MCALLEN, TX 78502

PRODUCER MAILING ADDRESS

88333

CARE PROVIDERS INSURANCE SERVICES LLC
16301 QUOROM DR SUITE 130B
ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Corporation

BUSINESS DESCRIPTION:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
COMMERCIAL PROPERTY	\$ 38,336
COMMERCIAL GENERAL LIABILITY	\$ 6,341
CRIME AND FIDELITY	\$ 720
COMMERCIAL INLAND MARINE	\$
PROFESSIONAL LIABILITY	\$ 1,265
TOTAL PREMIUM	\$ 46,662
POLICY PREMIUM	\$ 46,662.00

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

GRANITE STATE INSURANCE COMPANY

A stock company
175 Water Street 18th Floor, New York, NY 10038
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1
RENEWAL OF: 01-LX-062796133-0

NAMED INSURED AND MAILING ADDRESS

FOOD BANK OF THE RIO GRANDE VALLEY, INC. P.O. BOX 6251 MCALLEN, TX 78502
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PRODUCER MAILING ADDRESS

88333

CARE PROVIDERS INSURANCE SERVICES LLC 16301 QUOROM DR SUITE 130B ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS :Corporation

BUSINESS DESCRIPTION :

LOCATION: 1 BUILDING: 1

PROPERTY AT YOUR PREMISES
ADDRESS: 724 N. CAGE BLVD, PHARR, TX 78577
BUILDING DESCRIPTION: BUILDING 1
PROTECTION CLASS: 4 CONSTRUCTION: JOISTED MASONRY

COVERAGES PROVIDED				
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH AN AMOUNT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED	COINSURANCE	AMOUNT OF INSURANCE
Building	Special Including Theft	\$500	90%	\$9,000,000
Replacement Cost				
PERSONAL PROPERTY COVERAGE(S)				
Business Personal Property	Special Including Theft	\$500	90%	\$950,000
Replacement Cost				
Business Income With Extra Expense	Special Including Theft		50%	\$150,000

WINDSTORM AND HAIL		
Minimum Per Occurrence Deductible:\$10,000		
Annual Aggregate Deductible :		
LOCATION#	BUILDING#	DEDUCTIBLE
1	1	\$10,000
BUSINESS INCOME		Increased Waiting Period (Start of Restoration - Hours) :

GRANITE STATE INSURANCE COMPANY
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY,
 INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES
 LLC

MISCELLANEOUS COVERAGE - POLICY		
COVERAGE	DEDUCTIBLE	AMOUNT OF INSURANCE
Social Services Property Enhancement Endorsement		

TERRORISM RISK INSURANCE ACT IS INCLUDED

\$381

TOTAL COMMERCIAL PROPERTY PREMIUM	\$38,336
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FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL PROPERTY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

GRANITE STATE INSURANCE COMPANY

A stock company
175 Water Street 18th Floor, New York, NY 10038
GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1

RENEWAL OF: 01-LX-062796133-0

NAMED INSURED AND MAILING ADDRESS

FOOD BANK OF THE RIO GRANDE VALLEY,
INC.
P.O. BOX 6251
MCALLEN, TX 78502

PRODUCER MAILING ADDRESS

88333

CARE PROVIDERS INSURANCE SERVICES
LLC
16301 QUOROM DR SUITE 130B
ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$3,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE	\$3,000,000	
PERSONAL INJURY & ADVERTISING INJURY EACH OCCURRENCE	\$1,000,000	
	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$5,000	ANY ONE PERSON

MISCELLANEOUS COVERAGE - POLICY

COVERAGE	PREMIUM BASIS	ESTIMATED EXPOSURE
Sexual or Physical Abuse Liability Endorsement - Occurrence Endorsement		
Social Services GL Enhancement Endorsement		

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1 724 N. Cage Blvd 724 N. Cage Blvd, Pharr, TX 78577
2 724 N. Cage Blvd 724 N. Cage Blvd, Pharr, TX 78577
3 201 N. 13th Avenue 201 N. 13th Avenue , Edinburg, TX 78541

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

03-05-19
93837 (12/06)
CG DS 01 10 01

GRANITE STATE INSURANCE COMPANY
GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1

INSURED: FOOD BANK OF THE RIO GRANDE VALLEY,
 INC.

EFFECTIVE DATE: 03/05/2019

AGENT: CARE PROVIDERS INSURANCE SERVICES
 LLC

DESCRIPTION OF BUSINESS

- INDIVIDUAL PARTNERSHIP JOINT VENTURE TRUST
- LIMITED LIABILITY COMPANY ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
- OTHER

BUSINESS DESCRIPTION: _____

LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1	Warehouses - private (Not-For-Profit) Products-completed operations are subject to the General Aggregate Limit	68707	Square Feet	101,961			
2	Warehouses - private (Not-For-Profit) Products-completed operations are subject to the General Aggregate Limit	68707	Square Feet	25,777			
3	Grocery Distributors	13670	Gross Sales	6,000			

EMPLOYEE BENEFITS LIABILITY COVERAGE

LIMITS OF INSURANCE

Employee Benefits Programs Limit of Insurance	\$1,000,000
Employee Benefits Programs Aggregate Limit	\$1,000,000

RETROACTIVE DATE

RETROACTIVE DATE: 03/05/2015

DEDUCTIBLE

DEDUCTIBLE AMOUNT:	\$1,000
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03-05-19
 93837 (12/06)
 CG DS 01 10 01

GRANITE STATE INSURANCE COMPANY
GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY,
 INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES
 LLC

Number of Employees of the Named Insured	6
Date of Record for Number of Employees of the Named Insured	03/05/2018
Estimated Annual Premium	\$18

TERRORISM RISK INSURANCE ACT IS INCLUDED \$61

GENERAL LIABILITY PREMIUM	\$6,341
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FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATIONS), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

GRANITE STATE INSURANCE COMPANY

A stock company
175 Water Street 18th Floor, New York, NY 10038
COMMERCIAL CRIME AND FIDELITY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1

RENEWAL OF: 01-LX-062796133-0

NAMED INSURED AND MAILING ADDRESS

FOOD BANK OF THE RIO GRANDE VALLEY, INC.
P.O. BOX 6251
MCALLEN, TX 78502

PRODUCER MAILING ADDRESS

88333

CARE PROVIDERS INSURANCE SERVICES LLC
16301 QUOROM DR SUITE 130B
ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

EMPLOYEE BENEFIT PLAN INCLUDED AS INSURED

Food Bank of the Rio Grande Valley 403 (B) Plan

INSURING AGREEMENTS

INSURING AGREEMENT	LIMIT	DEDUCTIBLE
Employee Theft (Blanket)	\$250,000	\$500
Forgery or Alteration	\$25,000	\$500
Inside the Premises - Theft of Money and Securities	\$5,000	\$500
Outside the Premises	\$10,000	\$500

TOTAL CRIME AND FIDELITY PREMIUM

\$

720

GRANITE STATE INSURANCE COMPANY
COMMERCIAL CRIME AND FIDELITY
RENEWAL DECLARATION

POLICY NO: 02-LX-062796133-1

INSURED: FOOD BANK OF THE RIO GRANDE VALLEY,
INC.

EFFECTIVE DATE: 03/05/2019

AGENT: CARE PROVIDERS INSURANCE SERVICES
LLC

FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

CANCELLATION OF PRIOR INSURANCE

By acceptance of this policy you give us notice cancelling prior policy or bond No(s).

The cancellation to be effective at the time this policy becomes effective.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

GRANITE STATE INSURANCE COMPANY

A stock company
175 Water Street 18th Floor, New York, NY 10038

**MISC PROFESSIONAL LIABILITY
DECLARATION**

POLICY NO: 02-LX-062796133-1

RENEWAL OF 01-LX-062796133-0

NAMED INSURED AND MAILING ADDRESS

Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
McAllen, TX 78502

PRODUCER MAILING ADDRESS 88333

CARE PROVIDERS INSURANCE SERVICES LLC
16301 QUORUM DRIVE SUITE 100A
ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide insurance stated in this Policy.

Item 3. Limits of Coverage:

\$ 1,000,000 EACH WRONGFUL ACT OF SERIES OF CONTINUOUS, REPEATED OR RELATED ACT

\$ 3,000,000 AGGREGATE

Item 4. Deductible:

\$ _____ EACH WRONGFUL ACT OF SERIES OF CONTINUOUS, REPEATED OR RELATED ACT

TOTAL ANNUAL PREMIUM \$ 1,265

FORMS AND ENDORSEMENTS

APPLYING TO PROFESSIONAL LIABILITY COVERAGE PART AND MAKE PART OF THIS POLICY AT TIME OF ISSUE:

118395 (01-15)

118436 (01-15)

GRANITE STATE INSURANCE COMPANY

175 Water Street 18th Floor, New York, NY 10038

FORMS SCHEDULE

POLICY NO: 02-LX-062796133-1

RENEWAL OF: 01-LX-062796133-0

**ACCOUNT NUMBER:
NAMED INSURED AND MAILING ADDRESS**

FOOD BANK OF THE RIO GRANDE VALLEY, INC.
P.O. BOX 6251
MCALLEN, TX 78502

AGENCY AND MAILING ADDRESS 88333

CARE PROVIDERS INSURANCE SERVICES LLC
16301 QUOROM DR SUITE 130B
ADDISON, TX 75001-0000

POLICY PERIOD: FROM 03/05/2019 TO 03/05/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

COMMON POLICY PACKAGE		APPLICABLE COVERAGE PARTS
89644 06-13	Economic Sanctions Endorsement	Crime And Fidelity, General Liability, Professional Liability, Commercial Property
IL0003 09-08	Calculation of Premium	Crime And Fidelity, General Liability
IL0017 11-98	Common Policy Conditions	Crime And Fidelity, General Liability
IL0021 09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	General Liability
IL0168 03-12	Texas Changes - Duties	General Liability
IL0171 09-07	Texas Changes - Loss Payment	Crime And Fidelity
IL0275 09-07	Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies	General Liability
IL0275 11-13	Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies	Commercial Property
IL0288 09-07	Texas Changes - Cancellation And Nonrenewal	Crime And Fidelity
115188 02-14	Texas Notice to Policyholder - Loss Control Information Services	Crime And Fidelity

COMMERCIAL PROPERTY FORMS	
CP0010 10-12	Building And Personal Property Coverage Form
CP0030 10-12	Business Income (And Extra Expense) Coverage Form
CP0090 07-88	Commercial Property Conditions
CP0140 07-06	Exclusion Of Loss Due To Virus Or Bacteria
CP1030 10-12	Causes Of Loss - Special Form
118359 01/15	Social Services Property Enhancement Form
90630 02-07	Additional Coverage - Equipment Breakdown

Granite State Insurance Company

FORMS SCHEDULE

POLICY NO: 02-LX-062796133-1
INSURED: FOOD BANK OF THE RIO GRANDE VALLEY, INC.

EFFECTIVE DATE: 03/05/2019
AGENT: CARE PROVIDERS INSURANCE SERVICES LLC

COMMERCIAL PROPERTY FORMS

90610 11-08	Windstorm Or Hail Deductible Endorsement
CP0142 03-12	Texas Changes
90629 02-07	Commercial Property Coverage Additional Coverage - Equipment Breakdown Schedule

COMMERCIAL GENERAL LIABILITY FORMS

62898 07-12	Radioactive Matter Exclusion
64004 07-12	ERISA Exclusion
82540 07-12	Asbestos and Silicosis Exclusion
CG0001 04-13	Commercial General Liability Coverage Form
CG2116 04-13	Exclusion - Designated Professional Services
CG2157 07-98	Exclusion - Counseling Services
CG2244 04-13	Exclusion - Services Furnished By Health Care Providers
118392 04/15	Social Services GL Enhancement Endorsement
118840 05/15	Texas Amendatory Endorsement Form
119914 10/16	Recording & Distribution of Material or Information
118844 05/15	Sexual or Physical Abuse Liability Endorsement - TX
118395 01/15	Social Services Professional Liability Coverage Form
CG0103 06-06	Texas Changes
CG2639 12-07	Texas Changes - Employment-Related Practices Exclusion
113900 04-13	Physical Abuse, Sexual Abuse or Molestation Exclusion Endorsement -Texas Only
CG0435 12-07	Employee Benefits Liability Coverage
117561 06-14	Anti-Stacking Endorsement
56235 03-93	Radioactive Matter Exclusion
78689 07-03	Fungus Exclusion
87295 01-08	Exclusion - Violation of Statutes in Connection With Sending, Transmitting or Communicating any Material or Information
97062 03-08	Limited Health Insurance Portability and Accountability Act ("HIPAA") Coverage Extension Endorsement
97061 03-08	Amendment to the Definition of "Personal and Advertising Injury"

CRIME AND FIDELITY FORMS

CR0021 11-15	Commercial Crime Coverage Form (Loss Sustained Form)
CR0199 10-10	Texas Changes - Legal Action Against Us

PROFESSIONAL LIABILITY FORMS

00000 00-00	The Social Services Professional Liability documents are separately attached
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ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Alexander R. Baugh
PRESIDENT



Tanya Kent
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurance Company, either below or on the Declarations page of the Policy.



Christopher J. Flatt
AUTHORIZED COMPANY REPRESENTATIVE

Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
Illinois National Insurance Co.
New Hampshire Insurance Company
American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Commerce and Industry Insurance Company

COUNTERSIGNATURE
(only where required by law)

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

PTS



PO Box 12058
Austin, TX 78711-2058

Important Insurance Documents Enclosed

FOOD BANK OF THE RIO GRANDE VALLEY INC
PO BOX 6251
MCALLEN TX 78502-6251

CONFIDENTIALITY NOTICE: This communication may contain confidential, proprietary or privileged information and is intended only for the person to whom the communication is addressed. If you are not the intended recipient, please immediately notify Texas Mutual's information services center at (800) 859-5995 or information@texasmutual.com and destroy all copies of the communication as your use, disclosure, copying or storage of the communication is prohibited and may be a violation of state or federal law.

Important Notice: Your Texas Mutual policy provides coverage for claims made by Texas employees for Texas benefits only. If you have employees that need workers' compensation coverage in other states, notify your agent immediately.

2018-09-25

Print Cover Page

9/25/18

Information From Your Underwriter

Insured copy

Regarding	Policy no.	Policy period
FOOD BANK OF THE RIO GRANDE VALLEY INC	0002003556	9/15/18 to 9/15/19

Dear Policyholder,

Thank you for placing your account with Texas Mutual Insurance Company. For your convenience, we are enclosing a copy of your workers' compensation policy along with two claim-reporting forms you may use if one of your employees has a work-related accident.

You can also save time by reporting your injuries online at texasmutual.com. Our website also offers services that allow you to view your claim information, create your own customized loss reports, manage your workplace safety programs and stay up-to-date with Texas Mutual[®] news and events.

As the state's leading provider of workers' compensation insurance, we strive to set the standard in Texas for service, communication, and ease of doing business. If you have any questions, please email us at information@texasmutual.com or call us at (800) 859-5995.

Sincerely,

Regina Glessner
Underwriting Team

9/25/18

Welcome Letter
Insured copy

Regarding	Policy no.	Policy period
FOOD BANK OF THE RIO GRANDE VALLEY INC	0002003556	9/15/18 to 9/15/19

Dear Policyholder,

Enclosed is our policyholder packet. Thank you for choosing Texas Mutual Insurance Company. We know you have a choice of workers' compensation carriers, and we are determined to continue to earn your business. As a policyholder-owned mutual company, Texas Mutual is singularly focused on serving you and your employees.

We work hard to help you control your premium, fight workers' compensation fraud and prevent workplace accidents. If your employees get injured on the job, our professionals are committed to helping them get well and return as productive members of the workforce.

Thank you again for your partnership. Please let us know if there is anything we can do to improve our service to you.

Sincerely,



Richard Gergasko
President & CEO

Making the most of Texas Mutual services

Thank you for choosing Texas Mutual Insurance Company. This brief guide will help you get the most value from your Texas Mutual coverage.

Earn dividends

Dividends reward loyal customers who share Texas Mutual's commitment to preventing workplace accidents. Visit texasmutual.com/OwnershipPays to learn more about dividends

Understand your premium

Your annual premium is an estimate based on your payroll, the type of work your employees perform, your loss history, your safety programs and other factors. At the end of your policy period, we will review your account to determine your actual payroll and/or any operational changes during the policy year. If necessary, we will adjust your premium accordingly. You may get money back, or you may be billed.

Report injuries

- Report injuries the same day they happen, if possible. The fastest way to report injuries is at texasmutual.com. If you cannot report online, you may report by phone at (800) 859-5995, or send a completed DWC-1 form (available on our website – texasmutual.com) by fax to (877) 404-7999 or by mail to Texas Mutual Insurance Company, P.O. Box 12029, Austin, Texas 78711-2029.
- Give the employee a copy of the injury report and the "Employee's Rights and Responsibilities" brochure. The brochure can be located on the Texas Mutual Website or The Texas Department of Insurance Website.
- Keep accurate records of the dates when you take any claim-related action, including when you file a Supplemental Report of Injury (DWC-6 form) or Employer's Wage Statement (DWC-3 form). You are required to give a copy of these forms to the employee at the time of completion.
- You can complete the DWC-3 online by going to Texas Mutual Online (texasmutual.com) and clicking on the Employer Tab. This is the preferred method, but you can also complete the form manually and fax it to our office.
- If you have a network policy, you are required to give the employee a copy of the "Notice of Network Requirements" within three days of new employee hire and at the time of injury. The employer must provide employees with a notice of network requirements, which can be located on our website, in English, Spanish, or any other language common to employees. Additional network requirements can be located on our website.

Prevent workplace accidents

An investment in workplace safety is an investment in your employees and your bottom line. By preventing accidents, you can reduce your workers' compensation costs and improve your productivity. Texas Mutual is your partner in safety. Whether you need help finding free safety resources on our website or advice on a specific safety issue, we are here to help. Simply call us toll-free at 844-WORKSAFE between 8 a.m. and 5 p.m. Central Standard Time (CST) to speak with a knowledgeable, responsive safety services support center representative. You also have access to a multimedia library of 2,000 free training materials in the safety resource center at texasmutual.com.

Launch a return-to-work process When employees miss work due to on-the-job injuries, their employers must find a way to make up for lost production. Meanwhile, injured employees must contend with the depression and financial stress that often come with being away from work. Texas Mutual works with you to get your injured employees well and back on the job. Visit texasmutual.com/safety/rtwtools.shtm for more information and free tools.

Fight fraud Workers' compensation fraud is bad for your business. Our investigators specialize in protecting your premium dollars from the trickle-down effects of fraud. Visit the Fighting Fraud section at texasmutual.com to learn how you can help us stop those who try to cheat the system.

Save time with Texas Mutual[®] online You can handle most of your workers' comp needs at texasmutual.com. Visit our website to report injuries, get free safety training materials, review claim detail reports, submit interim payroll reports and report suspected fraud.

Get Telephone assistance Use our enhanced automated phone services at (800) 859-5995 between 6 a.m. and 9 p.m. CST to:

- Verify quote and policy status, including issue date and policy period
- Check payment status, including amount and receipt date
- Retrieve return payment information, including check number and issue date
- Confirm deposit and/or premium amount due
- Verify claim number and assigned workers' compensation specialist
- Get address and fax information

Representatives are available between 8 a.m. and 5:30 p.m. CST to help with:

- Interim and final audit information
- Information and enrollment for free policyholder workshops
- Access to password-protected online services and password reset
- Workers' comp health care network information
- Any of your workers' comp needs

Did someone get injured on the job? We hope you never experience a workplace accident, but if you do, you need to know some basic information about the claims process. Visit the Employers section at texasmutual.com, and click on Claims to learn what to do if an employee gets injured on the job.

Register for our email newsletter Texas Mutual's free, monthly email newsletter includes tips on workplace safety, return-to-work, and other strategies for reducing your workers' comp costs and improving your productivity. To register, visit texasmutual.com/news/phenews.shtm.

9/25/18

Privacy Notice

Insured copy

Regarding

FOOD BANK OF THE RIO GRANDE VALLEY INC

Policy no.

0002003556

Policy period

9/15/18 to 9/15/19

Dear Policyholder:

The management and staff of Texas Mutual Insurance Company (formerly the Texas Workers' Compensation Insurance Fund) are committed to maintaining the confidentiality of your non-public, personal information. We do not disclose any non-public, personal information about our customers to anyone, except as permitted by law. We do not sell any information about our customers to mailing list companies or mass marketing organizations.

What information?

As your current workers' compensation insurance carrier, we may collect non-public, personal information directly from you or your agent. We use this information only to serve your insurance needs, conduct company business, and fulfill legal and regulatory requirements. For example, we collect information from you or your agent, such as:

- your company name, address, and federal identification number;
- your payroll, assets, and employee class codes; and
- your loss runs (history of the number and severity of workplace injuries and illnesses).

We may obtain information from your transactions and other dealings with us such as payment history and premium balance. Also, depending on the nature of your transaction with us, we may collect information from third parties, including injured workers, health care providers, other insurance companies, government agencies, information clearinghouses, courts, and other public records.

Confidentiality and Security Measures

We treat your information as strictly confidential, and we maintain physical, electronic and procedural safeguards to protect your personal information. The Texas Mutual[®] employees who have access to our customers' non-public, personal information are those who need it for business purposes. We also instruct our employees on the importance of maintaining the confidentiality of our customers' information.

At Texas Mutual Insurance Company, we respect our current and former customers' privacy. We are proud of the strong relationships we have built over the years, and we value your business.

Sincerely,

IT Security Team

9/25/18

Safety Services
Insured copy

Notice to Policyholder/Agent:

Pursuant to Texas Labor Code §411.066, Texas Mutual Insurance Company is required to notify its policyholders that accident prevention services are available from Texas Mutual Insurance Company at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Texas Mutual Insurance Company is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact Texas Mutual Insurance Company at 844-WORKSAFE (967-5723) and safety@texasmutual.com for accident prevention services or 844-WORKSAFE (967-5723) and safety@texasmutual.com for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Texas Mutual Insurance Company fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

In addition to the services above, Texas Mutual offers thousands of free materials in our Safety Resource Center at texasmutual.com. The resource center is home to an extensive library of free DVDs, posters, handouts and online videos, many of which are available in Spanish. Texas Mutual regularly enhances the resource center to provide tools that meet your ever-changing needs. We understand, however, that you may need to speak with a professional about specific safety issues. With our safety services support center, help is just a phone call away.

Simply dial 844-WORKSAFE (967-5723) between 8 a.m. and 5 p.m. CST. Our knowledgeable, responsive representatives are ready to:

- Help you access streaming videos, interactive tools and other free safety resources at texasmutual.com
- Identify your industry's top safety hazards and suggest best practices that address those hazards
- Conduct virtual surveys of your workplace
- Suggest specific safety programs that address your unique needs

Thank you for choosing Texas Mutual Insurance Company as your workers' compensation carrier. We value your business and will work hard to continue earning it.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call the Texas Mutual Insurance Company toll-free telephone number for information or to make a complaint at:

(800) 859-5995

You may also write to:

Texas Mutual Insurance Company
Attn: Information Services Center
6210 E Highway 290
Austin, Texas 78723-1098

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su agente.

Usted puede llamar al número de teléfono gratuito de Texas Mutual Insurance Company para obtener información o para presentar una queja al:

(800) 859-5995

Usted también puede escribir a:

Texas Mutual Insurance Company
Attn: Information Services Center
6210 E Highway 290
Austin, Texas 78723-1098

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

(800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Workers' Compensation and Employer's Liability Policy

Information Page

NCCI Carrier Code: 29939

Insured copy

Item 1	FOOD BANK OF THE RIO GRANDE VALLEY INC PO BOX 6251 MCALLEN TX 78502-6251	Policy number 0002003556																														
Insured name and address	Other workplaces not shown above See Schedule of Operations attached.	Federal tax ID 742421560 Interim adjustment Annual																														
Producer 47181	COBB B LLC DBA: LAMB FINANCIAL GROUP 145 W 45TH ST FL 6 NEW YORK NY 10036-4008	Entity Corporation Bureau no. 420493312 Branch Dallas Renewal of 0002003556																														
Item 2	The policy period is from: 9/15/18 To: 9/15/19 12:01 a.m. standard time at the insured's mailing address																															
Item 3	A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Texas B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are: <table style="margin-left: 40px; width: 80%;"> <tr> <td>Bodily Injury by Accident</td> <td style="text-align: right;">\$1,000,000.00</td> <td style="text-align: right;">Each Accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td style="text-align: right;">\$1,000,000.00</td> <td style="text-align: right;">Policy Limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td style="text-align: right;">\$1,000,000.00</td> <td style="text-align: right;">Each Employee</td> </tr> </table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.		Bodily Injury by Accident	\$1,000,000.00	Each Accident	Bodily Injury by Disease	\$1,000,000.00	Policy Limit	Bodily Injury by Disease	\$1,000,000.00	Each Employee																					
Bodily Injury by Accident	\$1,000,000.00	Each Accident																														
Bodily Injury by Disease	\$1,000,000.00	Policy Limit																														
Bodily Injury by Disease	\$1,000,000.00	Each Employee																														
Item 4	The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Payroll</th> <th style="text-align: center;">Premium</th> </tr> </thead> <tbody> <tr> <td>Total payroll and estimated manual premium</td> <td style="text-align: right;">\$2,549,639.00</td> <td style="text-align: right;">\$59,661.00</td> </tr> <tr> <td colspan="3">Description</td> </tr> <tr> <td></td> <td style="text-align: center;">Factor</td> <td style="text-align: center;">Amount</td> </tr> <tr> <td>Increased Limits Factor 1,000,000/1,000,000/1,000,000</td> <td style="text-align: center;">0.014</td> <td style="text-align: right;">835.00</td> </tr> <tr> <td>Experience Modifier</td> <td></td> <td style="text-align: right;">44,767.00</td> </tr> <tr> <td>Schedule Modifier</td> <td style="text-align: center;">0.700</td> <td style="text-align: right;">(31,579.00)</td> </tr> <tr> <td>Premium Discount</td> <td style="text-align: center;">0.089</td> <td style="text-align: right;">(6,558.00)</td> </tr> <tr> <td>Expense Constant</td> <td></td> <td style="text-align: right;">150.00</td> </tr> <tr> <td>Total estimated annual premium</td> <td></td> <td style="text-align: right;">\$67,276.00</td> </tr> </tbody> </table> Minimum premium \$250.00			Payroll	Premium	Total payroll and estimated manual premium	\$2,549,639.00	\$59,661.00	Description				Factor	Amount	Increased Limits Factor 1,000,000/1,000,000/1,000,000	0.014	835.00	Experience Modifier		44,767.00	Schedule Modifier	0.700	(31,579.00)	Premium Discount	0.089	(6,558.00)	Expense Constant		150.00	Total estimated annual premium		\$67,276.00
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Total estimated annual premium		\$67,276.00																														
	Issue date: 9/25/18	Countersigned by																														
Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission ©Copyright 2018 National Council of Compensation Insurance, Inc. All rights reserved.																																

Workers' Compensation and Employer's Liability Policy

Extension of Information Page

Item 1: Locations

Policy number 0002003556
Issue date 9/25/18
Policy period 9/15/18 to 9/15/19

Insured copy

Location	Address	Effective	Expires
00001	FOOD BANK OF THE RIO GRANDE VALLEY INC 724 N CAGE BLVD PHARR, TX 78577-3105	9/15/18	9/15/19

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/15/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002003556 of Texas Mutual Insurance Company effective on 9/15/18

Issued to: FOOD BANK OF THE RIO GRANDE VALLEY INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/25/18

Workers' Compensation and Employer's Liability Policy

Schedule of Operations

Item 4: Premium Calculation

Policy number 0002003556
Issue date 9/25/18
Policy period 9/15/18 to 9/15/19

Insured copy

Class codes for primary named insured

State	Location	Code	Classification	Premium basis total estimated annual remuneration	Rate per \$100 of remuneration	Estimated annual premium
9/15/18 to 9/15/19						
42	00001	8017	Store: Retail NOC & Drivers	713,159.00	2.630	18,756.00
42	00001	8292	Storage Warehouse NOC & Drivers	626,728.00	6.050	37,917.00
42	00001	8742	Salespersons, Collectors or Messengers-Outside	324,113.00	0.430	1,394.00
42	00001	8810	Clerical Office Employees NOC	885,639.00	0.180	1,594.00
Estimated manual premium						\$59,661.00
		9812	Increased Limits Factor 1,000,000/1,000,000/1,000,000		0.014	835.00
		9898	Experience Modifier of 1.74		1.740	44,767.00
		9887	Schedule Modifier		0.700	(31,579.00)
		0063	Premium Discount		0.089	(6,558.00)
		0900	Expense Constant		1.000	150.00
Total payroll and Texas total premium				\$2,549,639.00		\$67,276.00

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
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Authorized representative

This is not a bill

NCCI Carrier Code: 29939

9/25/18

Workers' Compensation and Employer's Liability Policy

Extension of Information Page

Item 3: Endorsement Schedule

Insured copy

Policy number 0002003556 **Issue date** 9/25/18 **Policy period** 9/15/18 to 9/15/19

State	Endorsement	Description
42	TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
42	TM MV 2011	Mutuals - Membership and Voting Notice
42	TM PC 2003	Policy Conditions Endorsement
42	WC 00 00 00 C	Policy Conditions Form
42	WC 00 00 01 B	Policy Coverage Document (Declarations Page)
42	WC 00 04 06	Premium Discount Endorsement
42	WC 00 04 14	Notification of Change in Ownership Endorsement
42	WC 00 04 22 B	Terrorism Risk Insurance Act Coverage Endorsement
42	WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
42	WC 42 03 01 I	Texas Amendatory Endorsement
42	WC 42 04 07	Texas- Audit Premium and Retrospective Premium Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
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 This endorsement, effective on 9/15/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002003556 of Texas Mutual Insurance Company effective on 9/15/18

Issued to: FOOD BANK OF THE RIO GRANDE VALLEY INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

9/25/18

TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
1989 Great Dane Trailer 1GRAA0027KS071602AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
McAllen, TX 78502-6251

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.

WARNING:
A NAMED DRIVER POLICY DOES NOT PROVIDE COVERAGE FOR INDIVIDUALS RESIDING IN THE INSURED'S HOUSEHOLD THAT ARE NOT NAMED ON THE POLICY.

SPANISH TRANSLATION**TRADUCCION DE ESPANOL****Tarjeta de Seguro de Responsabilidad Civil de Texas**
Guarde esta tarjeta.

IMPORTANTE: Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

- (A) Registro del vehículo motorizado
- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

También se puede pedir que usted muestre esta tarjeta o su póliza si tiene un accidente o si se la pide un oficial de policía.

Todos los conductores en Texas deben tener un seguro de responsabilidad civil para sus vehículos, o de lo contrario deben cumplir con los requisitos legales de responsabilidad financiera. Si usted no cumple con los requisitos de responsabilidad financiera, podría estar sujeto a pagar una multa de hasta \$1,000, mas la suspensión de su licencia de conducir y la suspensión del registro del vehículo, y además su vehículo podría ser confiscado por hasta 180 días (a un costo de \$15 por día).

Texas Liability Insurance Card
Keep this card.

IMPORTANT: You must show this card or a copy of your insurance policy when you apply for or renew your:

- (A) Motor vehicle registration
- (B) Driver's License
- (C) Motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to \$1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of \$15 per day).

TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2014 Freightliner M2106 Medium Duty 1FVACWDTXEHS8034AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251**SPANISH TRANSLATION****TRADUCCION DE ESPANOL**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.

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Tarjeta de Seguro de Responsabilidad Civil de Texas
Guarde esta tarjeta.

IMPORTANTE: Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

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- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

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Texas Liability Insurance Card
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- (C) Motor vehicle safety inspection sticker.

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All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to \$1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of \$15 per day).

TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2001 Utility Trailer 1UYVS25371M305120AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.

WARNING:
A NAMED DRIVER POLICY DOES NOT PROVIDE COVERAGE FOR INDIVIDUALS RESIDING IN THE INSURED'S HOUSEHOLD THAT ARE NOT NAMED ON THE POLICY.

SPANISH TRANSLATION**TRADUCCION DE ESPANOL****Tarjeta de Seguro de Responsabilidad Civil de Texas**
Guarde esta tarjeta.

IMPORTANTE: Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

- (A) Registro del vehículo motorizado
- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

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Todos los conductores en Texas deben tener un seguro de responsabilidad civil para sus vehículos, o de lo contrario deben cumplir con los requisitos legales de responsabilidad financiera. Si usted no cumple con los requisitos de responsabilidad financiera, podría estar sujeto a pagar una multa de hasta \$1,000, mas la suspensión de su licencia de conducir y la suspensión del registro del vehículo, y además su vehículo podría ser confiscado por hasta 180 días (a un costo de \$15 por día).

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000** **New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 **03/05/2019** **03/05/2020**YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2002 **Utility** **Trailer** **1UYVS25372M305409**AGENCY AGENCY PHONE NO.
Lamb Insurance Services **(212) 375-3000**
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
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Mcallen, TX 78502-6251

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01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2002 Utility Trailer 1UYVS25302M305414AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
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Mcallen, TX 78502-6251

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01-CA-069968487-2 **03/05/2019** **03/05/2020**YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
1997 **Utility** **Trailer** **1GRAA9625VB155823**AGENCY AGENCY PHONE NO.
Lamb Insurance Services **(212) 375-3000**
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
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01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2017 Honda Acord 1HGCR2F30HA226112AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
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McAllen, TX 78502-6251

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01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2017 Honda Acord 1HGCR2F39HA197791AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2018 Freightliner M2106 1FVACWFCXJHJS4624AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251**SPANISH TRANSLATION****TRADUCCION DE ESPANOL**

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMMML PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2002 Ford Expedition 1FMRU17L42LA57350AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
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01-CA-069968487-2 **03/05/2019** **03/05/2020**YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2014 **Utility** **Expedition** **4YMUL081XET005246**AGENCY AGENCY PHONE NO.
Lamb Insurance Services **(212) 375-3000**
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Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2015** MAKE **Cascadia** MODEL **X12564ST** VEHICLE IDENTIFICATION NUMBER **3AKJGEDV9FSGB7029**AGENCY
Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251**SPANISH TRANSLATION****TRADUCCION DE ESPANOL**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.

WARNING:
A NAMED DRIVER POLICY DOES NOT PROVIDE COVERAGE FOR INDIVIDUALS
RESIDING IN THE INSURED'S HOUSEHOLD THAT ARE NOT NAMED ON THE POLICY.

Tarjeta de Seguro de Responsabilidad Civil de Texas
Guarde esta tarjeta.**IMPORTANTE:** Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

- (A) Registro del vehículo motorizado
- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

También se puede pedir que usted muestre esta tarjeta o su póliza si tiene un accidente o si se la pide un oficial de policía.

Todos los conductores en Texas deben tener un seguro de responsabilidad civil para sus vehículos, o de lo contrario deben cumplir con los requisitos legales de responsabilidad financiera. Si usted no cumple con los requisitos de responsabilidad financiera, podría estar sujeto a pagar una multa de hasta \$1,000, mas la suspensión de su licencia de conducir y la suspensión del registro del vehículo, y además su vehículo podría ser confiscado por hasta 180 días (a un costo de \$15 por día).

Texas Liability Insurance Card
Keep this card.**IMPORTANT:** You must show this card or a copy of your insurance policy when you apply for or renew your:

- (A) Motor vehicle registration
- (B) Driver's License
- (C) Motor vehicle safety inspection sticker.

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All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to \$1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of \$15 per day).

TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000** **New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2015** MAKE **Cascadia** MODEL **X12564ST** VEHICLE IDENTIFICATION NUMBER **3AKJGEDVIFSGB7008**AGENCY
Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.

WARNING:
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SPANISH TRANSLATION**TRADUCCION DE ESPANOL****Tarjeta de Seguro de Responsabilidad Civil de Texas**
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- (A) Registro del vehículo motorizado
- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000** **New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2015** MAKE **Cascadia** MODEL **X12564ST** VEHICLE IDENTIFICATION NUMBER **3AKJGEDV7FSGB7028**AGENCY **Lamb Insurance Services** AGENCY PHONE NO. **(212) 375-3000**
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

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TRADUCCION DE ESPANOL**Tarjeta de Seguro de Responsabilidad Civil de Texas**
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- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2016 Tandem Ax Tractor X12564 3AKJGBDVXGSGV9473AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2016** MAKE **Hino** MODEL **26' Truck** VEHICLE IDENTIFICATION NUMBER **5PVNJ8JV3G4560410**AGENCY
Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

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SPANISH TRANSLATION
TRADUCCION DE ESPANOL**Tarjeta de Seguro de Responsabilidad Civil de Texas**
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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2018** MAKE **Utility** MODEL **32' Reefer Trailer** VEHICLE IDENTIFICATION NUMBER **1UYVS2323J6347301**AGENCY **Lamb Insurance Services** AGENCY PHONE NO. **(212) 375-3000**
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

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TRADUCCION DE ESPANOL**Tarjeta de Seguro de Responsabilidad Civil de Texas**
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- (B) Driver's License
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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000** **New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2018** MAKE **Utility** MODEL **48' Trailer** VEHICLE IDENTIFICATION NUMBER **1UYVS2484J6175301**AGENCY
Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

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RESIDING IN THE INSURED'S HOUSEHOLD THAT ARE NOT NAMED ON THE POLICY.

SPANISH TRANSLATION**TRADUCCION DE ESPANOL****Tarjeta de Seguro de Responsabilidad Civil de Texas**
Guarde esta tarjeta.**IMPORTANTE:** Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

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- (B) Licencia de conducir
- (C) Etiqueta de inspección de seguridad para su vehículo.

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
01-CA-069968487-2 03/05/2019 03/05/2020YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER
2018 Utility 48' Trailer 1UYVS2486J6175302AGENCY AGENCY PHONE NO.
Lamb Insurance Services (212) 375-3000
145 W. 45th Street
New York, NY 10036NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
McAllen, TX 78502-6251

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TEXAS LIABILITY INSURANCE CARDCOMPANY PHONE NO. COMPANY COMM'L PERSONAL NAMED DRIVER POLICY**(212) 770-7000 New Hampshire Insurance Company**POLICY NUMBER **01-CA-069968487-2** EFFECTIVE DATE **03/05/2019** EXPIRATION DATE **03/05/2020**YEAR **2018** MAKE **Utility** MODEL **32' Trailer** VEHICLE IDENTIFICATION NUMBER **1UYVS2321J6175401**AGENCY
Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251
Mcallen, TX 78502-6251

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SPANISH TRANSLATION
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Lamb Insurance Services
145 W. 45th Street
New York, NY 10036AGENCY PHONE NO.
(212) 375-3000NAME AND ADDRESS OF INSURED
Food Bank of the Rio Grande Valley, Inc.
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