

REQUIREMENTS AGREEMENT
C-13-147D-11-19

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19th day of November, 2013 by and between **Performance Food Group, Inc**("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Janitorial Supplies, Industrial Chemicals & Supplies**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **January 01, 2014** and expire on **December 31, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither 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 Buyer and Seller, and not otherwise.

d. **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.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests 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 at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: Performance Food Group, Inc.
Attn. Gloria Medina
204 N Bronson
Victoria, Texas 77901

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.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 proposal therefore pending before any department or agency of Hidalgo County.

- (2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	First Mark 318914	1/20ct	.376	7.52
2	3M Griddle Screens 10 per pack (200) or equal	First Mark 318926	10/20ct	.213	42.60
3	Air Freshener - Aerosol Asst Scents	First Mark 243627	6/32oz	6.178	37.07
4	Air Freshener - Time Mist Asst Scents 6.6 oz	---			
5	Ant & Roach Spray odorless	---			
6	Ant & Roach Spray odorless to contain deltamethrin	---			
7	Bowl Cleaner - Liquid (Non Acid) EPA Registered	---			
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	First Mark 243628	6/1qt	4.267	25.60
9	Bowl Mops (Rayon) or equal	Impact 947000	1/1ea	.93	.93
10	Brooms (Plastic Angle) or equal	First Mark 272978	1/12in	5.99	5.99
11	Brooms - Janitorial Straw	First Mark 265277	12/13in	5.758	69.10
12	Brooms Maids Straw (Waco) or equal	---			
13	Carpet Shampoo - Liquid Ammonia Free	---			
14	Carpet Powder & Deodorizer	---			
15	Carpet Shampoo Liquid	---			
16	Carpet Spot Remover 32 oz	---			
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	---			
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	First Mark 243671	6/1qt	5.15	30.90
19	Cleaner Oven 24 oz: Foam Cleaner	Easy Off 31139	4/24oz	6.408	38.45
20	Cleaner Stainless Steel waterless based	First Mark 243526	6/16oz	5.907	35.44
21	Continental 18" rubber floor squeegees (1800) or equal	22" OCedar 294697	1/1ct	10.96	10.96
22	Continental 24: rubber floor squeegee (2400) or equal	22" OCedar 294697	1/1ct	10.96	10.96
23	Degreaser - 55 gallon	---			
24	Detergent - Colgate Palmolive Dishwashing - 12/32 or equal	First Mark 243533	4/1gal	12.08	48.32
25	Detergent- Power Dishwashing (Cream Suds) or equivalent -50 lb box	Packer 883935	1/50lb	40.88	40.88
26	Dishwashing Capsules - US Chemicals 6/8 lb. (failsafe) or equal	---			
27	Dishwashing Liquid 32 oz. (Dawn) or equal	Dawn 863824	8/38oz	4.716	37.73
28	Dishwashing Liquid 42 oz. (Dawn) or equal	Dawn 863824	8/38oz	4.716	37.73
29	Disinfectant & Deodorizer Cleaner Aerosol	---			
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	Star Scr 242343	4/1gal	6.263	25.05

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10/16/13
10:25am
Witnessed

[Handwritten Signature]

EXHIBIT "B"

BID PAGE

RFB № 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	—			
32	Disinfectant Deodorant Spray – Hospital (Tubercuclial Rated)	—			
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	—			
34	Disinfectant Deodorant Spray Hospital	—			
35	Disinfectant Foam Cleaner – Hospital	—			
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	—			
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	—			
38	Dispenser - Air Freshener Time Mist	TimeMist 942400	1/1ct	18.86	18.86
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	Tork 892928	1/1ct	42.95	42.95
40	Dispensers- Liquid Hand Soap (Bulk Soap)	FirstMark 243636	4/1gal	9.825	39.30
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	—			
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	—			
43	Dust Cloths (Disposable)Yw	—			
44	Dust Cloths – Non Disposable	—			
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)	—			
52	Dust Mop Treatment TRU Equal	—			
53	Dust Pan Metal – Lobby or equal	Impact 932901	1/ea	30.15	30.15
54	Dust Pan Plastic – Lobby or equal	FirstMark 293002	1/ea	10.70	10.70
55	Enzyme Deodorizers – per gallon Liquid	FirstMark 243656	1/5gal	19.48/gal	97.40
56	Feather Duster Extensions 12 ft	—			
57	Feather Duster Extensions 8ft	—			
58	Feather Dusters 21 inch Ostrich or Equal	—			
59	Feather Dusters 26 inch Ostrich or Equal	—			

OPENED

10/19/13

10:28:01

Witnessed

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner - Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	—			
61	Floor Cleaner - Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	Firstmark 243536	4/1gal	18.125	72.50
62	Floor Finish/Wax - Diversey 5 Gal (Vectra5) or equal	—			
63	Furniture Polish Aerosol	—			
64	Glass Cleaner - Liquid Concentrate (Spartan) or equal	—			
65	Glass Cleaner RTU - 32 oz. (Spartan) or equal	Slvr Src 242344	4/1gal	3.978	15.91
66	Hand Cleaner - Waterless	—			
67	Hanging Toilet Bowl Blocks	—			
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Firstmark 243657	1/5gal	91.00	91.00
69	Janitorial Cart w/Yellow Vinyl Bag - Rubbermaid (6173) or equal	Rubbermaid 859998	1ea	109.45	109.45
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	OCedar 899576	1/22qt	56.78	56.78
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal	—			
72	Mop Handles Wood 54" Junior	—			
73	Mop Head Cotton - Size 16 oz	OCedar 274921	1/3ct	2.263	6.79
74	Mop Head Cotton - Size 24 oz	Firstmark 292442	1/3ct	4.663	13.99
75	Mop Head Cotton - Size 32 oz.	—			
76	Mop Head Rayon - Size 16 oz.	—			
77	Mop Head Rayon - Size 24 oz.	Slvr Src 292447	1/3ct	4.32	12.96
78	Mop Head Rayon - Size 32 oz.	—			
79	Mosquito Repellent Lotion	—			
80	Mosquito Repellent Spray	—			
81	Odor Eliminator - Non Aerosol	—			
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	—			
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	Purell 268880	6/800ml	7.433	44.60
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	3M 91229	1/12ct	1.487	17.84
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	AEP 314988	1/2000ct	.019	38.00
86	Scouring Sponges Yw/Green Standard Size 3M/equal	—			
87	Scrubbing Cleansers - 21 oz (Comet) or equal	—			
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Firstmark 243636	4/1gal	9.175	36.70
89	Soap Anti Bacterial - Bar 3.5 oz (1,000per case)	—			
90	Soap Bar - 75 oz. - (1,000 per case)	—			

OPENED

10/9/13
10:25am

Witnessed

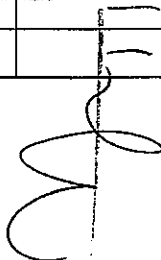


EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE	
91 Soap Hand - Liquid - (Bag In Box)	Colgate 942586	12/800ml	4.084	49.01	
92 Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	---				
93 Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	First Mark 243636	4/1gal	9.175	36.70	
94 Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	---				
95 Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	---				
96 Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	---				
97 Spray Bottles - 24 oz empty bottles or equal w/trigger	Contico 35927	1/3ct	1.95	5.85	
98 Spray Bottles - 32 oz empty bottles (bottleqt) or equal	Packer 84963	1 ea	1.75	1.75	
99 Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Tork	1ea	26.25	26.25	
100 Toilet Seat Covers	Univer	30/250ct	.0127	63.50	
101 Trash Can 55 Gal -XX Large 28x58 1.5 mil	First Mark 194634	10/10ct	.198	19.80	
102 Trash Cans & Lids 16 Gal	---				
103 Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	---				
104 Trash Cans - 10 Gal	---				
105 Urinal Block w/Screens	---				
106 Urinal Blocks (Blocks Only)	---				
107 Urinal Deodorant Screens - Screens Only	CDC 938065	12/1ct	1.2375	14.85	
108 Wasp/Hornet Spray	---				
109 Wasp/Hornet Spray - 20 Ft Stream	---				
110 Wax Stripper Floor Finish Liquid - High Speed (Vectea)(Johnson & Johnson) or equal	---				
111 Baggies 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal	---				
112 Baggies 4"x4" Enozo Zip (Ziploc Regular Sandwich Bags) or equal	---				
113 Baggies Ziploc 16x11 Gallon Size (Hefty) or equal 10x11	First Mark 158747	1/250ct	.0791	19.78	
114 Baggies Ziploc 7x8 Quart Size (Hefty or equal)	First Mark 158746	1/500ct	.0463	23.15	
115 Baggies Freezer Bags 10x11 - 200 ct (Quick Seal) or equal 10x14	Handguard 45401	1/1000ct	.0723	72.30	
116 Butcher Paper 24"	Packer 152223	1/18in	22.79	22.79	
117 Facial Tissue(Georgia Pacific) equal or better	Tork 935667	30/100ct	.647	19.41	
118 Film Wrap 18" Heavy Duty 2,000 ft (Reynolds) or equal	First Mark 899594	1/2000ft	16.94	16.94	

OPENED
10/9/13
10:28am
Witnessed

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 - Heavy Duty (Reynolds) or equal	---			
120	Foam - Bows 6 oz. w/lids	---			
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal	Silvr Src 240308	1/500ft	28.80	28.80
122	Foil Wrap Potato (Reynolds) or equal	First Mark 157551	6/500ct	9.35	56.10
123	Laced Dollies (different sizes and types)	---			
124	Menu Tissue 12 x 12	Packeer 297275	1/1000ct	.0069	6.90
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	Toke 45779	12/500ct	.0064	38.40
126	Pactiv -or equal - 9x6 5.2.75 foam hinged Tray	---			
127	Pan Liners - (Dispozo) 1,000 cs	First Mark 996070	1/1000ct	.4394	43.94
128	Paper Bags #10 Brown (Duro) or equal	12# Weyerh 921925	1/500ct	.0398	19.88
129	Paper Bags #4 Brown (Duro) or equal	---			
130	Paper Bags #8 Brown (Duro) or equal	Duro 942894	1/500ct	.0294	14.72
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Duro 52133	1/500ct	.0859	42.96
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	Duro 942898	1/500ct	.0294	14.72
133	Paper Cups Portion 10 oz (Solo) equal or better	---			
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	---			
135	Paper Towels Brown Rolls Standard Size (Georgia Pacific) or equal	Univer	12/350ft	1.415	16.98
136	Paper Towels Multi Fold	Univer	16/250ft	.9438	15.10
137	Paper Towels Multi Folds White Bleached 9.25X9.5	Univer 908841	16/250ft	1.12	17.92
138	Paper Towels (GEP89460) En-motion high capacity -white 10X800 or equal	---			
139	Styrofoam Bowl -6 oz 1,00 case	Dart 956950	20/50ct	.2935	29.35
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	First Mark 197489	8/125ct	.2392	23.92
141	Styrofoam Cup 8 oz. (8J8) or equal	First Mark 199423	40/25ct	.1874	18.74
142	Styrofoam Cups oz. (UJ4) or equal 403	Wincup 69627	40/25ct	.1898	18.98
143	Styrofoam Plates 6" Laminated	---			
144	Styrofoam Plates 6" Un-laminated	First Mark 197484	8/125ct	.2011	20.11
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	First Mark 197486	4/125ct	.0396	19.80
146	Styrofoam Plates 9" Laminated	---			
147	Styrofoam Plates 9" Un-laminated	First Mark 197485	4/125ct	.0394	19.70

OPENED
 10/21/13
 Case of
 10-28200
 Witnessed

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EXHIBIT "B"
BID PAGE
RFB No 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	StivSrc	2/100 CT	.0849	16.97
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	Univer	12/1000 SH	1.8625	22.35
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	FirstMark	96/500 SH	.4745	45.55
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	Univer	6/2000 FT	4.358	26.15
152	Utensils Forks - Plastic 2,000 ct (James River Wn F2P) or equal	FirstMark 194556	1/1000 CT	.1402	14.02
153	Utensils Forks - Plastic Dispoz - medium 1,000 cs (WMF) or equal	FirstMark 194556	1/1000 CT	.1402	14.02
154	Utensils Forks - Plastic medium Weight White 1,000 ct (Solo or Equal)	FirstMark 194556	1/1000 CT	.1402	14.02
155	Utensils Forks Clear (1,000 ct)				
156	Utensils Spoons Plastic (Solo) or equal	Prime 915186	1/1000 CT	.1098	10.98
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Prime 915186	1/1000 CT	.1098	10.98
158	Utensils Spoons Plastic Dispoz medium WMS 1,000 ct or equal	Prime 915186	1/1000 CT	.1098	10.98
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	Prime 915186	1/1000 CT	.1098	10.98
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Senate 38746	1/250 CT	.0584	14.60
161	Vented Lid-Dart (12J12) or equal	Dart 986056	10/100 CT	.1302	13.02
162	Vented Lid - Dart (8J8) or equal	Dart 943124	1/1000 CT	.1115	11.15
163	Wipers Workhorse Rags (Kimberly Clark) or equal				
164	Wipers - (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
165	Body Shampoo - Per Gallon				
166	Deodorant - Hygiene				
167	Lice Killer - Aerosol				
168	Razors - Double Edged				
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
170	Sanitary Napkins Panty Liners				
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc. or equal)				
173	Shaving Cream				
174	Toothbrush Firm - Specify Size				

OPENED

10/9/13

10:20am

Witnessed

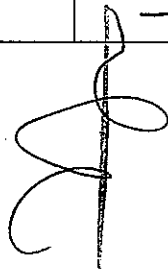


EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size	—			
176	Toothbrush Soft Specify Size	—			
177	Toothpaste Std Size, Specify Size	—			
178	Toothpaste Travel Size, Specify Size	—			
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	—			
180	Buffing Pads 17" White	—			
181	Buffing Pads 20" White	—			
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	—			
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	—			
184	Stripping Pads 17" Black	—			
185	Stripping Pads 20" Black	—			
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	—			
187	Gloves - Food Service Large Clear (Brand Name) Vinyl	Slvr Src 240775	10/100CT	.2970	29.70
188	Gloves - Food Service - Medium clear (Brand Name)	Slvr Src 240774	10/100CT	.298	29.80
189	Gloves Latex Small Disposable (Ansell) Yw or equal	Firstmark 240762	4/100CT	.0775	31.00
190	Gloves Latex Large Disposable	Packer.	10/100CT	.392	39.20
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Packer 869908	1ea	.81	.81
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	Packer 242892	1ea	.81	.81
193	Gloves Latex Medium Disposable (Ansell) or equal	Packer.	10/100CT	.392	39.20
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	—			
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Food Handler 366380	1/100CT	.1575	63.00
196	Body Towels Standard Size	—			
197	Hand Towels Standard Size	Slvr Src	1/12CT		
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	Firstmark 194622	10/10CT	.1623	16.23
199	Trash Liners - Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	PEP 953255	1/1000CT	.269	26.90
200	Trash Liners - Large Trash Can 13 MIC 30 x 37 High Density Can Liners ^{24x32}	Firstmark 241347	25/200CT	.075	37.50
201	Trash Liners - Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Firstmark 194621	10/115CT	.1129	16.94
202	Trash Liners - Tall Trash Can 8 MIC 33 x 33 High Density Can Liners	Industrial 264987	20/150CT	.2015	20.15

OPENED

10/21/09

10/28/09

Witnessed

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic	—			
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	—			
205	Weed Killer (Round Up) or equal	—			
206	Weed Killer 55 Gallon concentrated – Specify Dilution	—			
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	—			
208	Sprayer (Trigger/Nozzles Only) red & white	—			
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	—			
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	Firstmark 24723	6/gal	1.5083	9.05
211	Bio-Hazard Bag Red 40 X 48 3 mil	—			
212	Disinfectant Wipes (Lysol) or equal	—			

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:

Vistar Management/Performance Food Group

ADDRESS:

204 N. Brownson

CITY/STATE/ZIP CODE:

Victoria TX

TELEPHONE NUMBER

361-582-7500

E-MAIL ADDRESS:

gmedina@pfgc.com

CELLULAR NUMBERS:

(956) 624-4706 or (956) 624-1955

FAX NUMBER:

AUTHORIZED SIGNATURE:

Gloria Medina

PRINTED NAME:

GLORIA MEDINA

TITLE:

Area Manager

DATE:

10-9-13

OPENED
10/9/13
10:25am
Witnessed

[Signature]

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500 902594-AII-CAS-13-14	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: National Union Fire Ins Co Pittsburgh PA		19445
INSURER C: Indemnity Insurance Company Of North America		43575
INSURER D: Lexington Insurance Co.		19437
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-006763345-01 **REVISION NUMBER:** 6

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 SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HD0G27023198	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISAH08720812	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 <input type="checkbox"/> CLAIMS-MADE		20562207	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 25,000		038183006 (EX AUTO)	08/01/2013	08/01/2014	EX AUTO-EA OCC \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC47323745 (CA & MA) WLRC47323782 (AOS excl. TX) SCFC47323824 (WI)	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

Hidalgo County
 Attn: Purchasing Group
 2812 S. Highway Bus. 281
 Edinburg, TX 78539

CANCELLATION

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
 of Marsh USA Inc.
 Chris Kakek *Chris Kakek*



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

AGENCY MARSH USA 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500		PHONE (A/C, No, Ext):		COMPANY Alterra America Insurance Company	
902594-All-STP-13-14					
FAX (A/C, No):		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED PFS - VICTORIA C/O PERFORMANCE FOOD GROUP, INC. 12500 WEST CREEK PARKWAY RICHMOND, VA 23238		LOAN NUMBER		POLICY NUMBER SEE PAGE 2	
		EFFECTIVE DATE 08/01/2013		EXPIRATION DATE 08/01/2014	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Motor Truck Cargo - any one vehicle All Risk of direct physical loss or damage, subject to policy terms, conditions and exclusions.	500,000	

REMARKS (Including Special Conditions)


The certificate holder is named a loss payee as respects its interest in property in the care, custody or control of the named insured and to the extent policy terms and limits apply under contract with the certificate holder.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NYC-006763352-01

NAME AND ADDRESS Hidalgo County Attn: Purchasing Group 2812 S. Highway Bus. 281 Edinburg, TX 78539	<input type="checkbox"/>	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE	
LOAN #			
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jan Mulstay 			



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA		NAMED INSURED PFS - VICTORIA C/O PERFORMANCE FOOD GROUP, INC. 12500 WEST CREEK PARKWAY RICHMOND, VA 23238	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

(Stock Throughput Inventory / Motor Truck Cargo)
 Carrier: Alterra America Insurance Company
 Policy #MAXA4OMC0002041 / MAXA4IM0047830