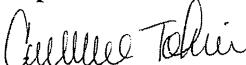
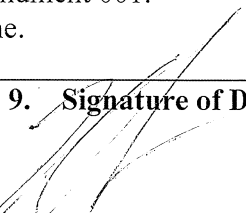


<p style="text-align: center;">DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT</p> <p style="text-align: center;">Procurement Department Fisher Building 11th Floor 3011 West Grand Blvd. Detroit, MI 48202</p>	<p style="text-align: center;">SECTION A Contract Cover Page & Signatures</p>	<p>1. Contract No.: 24-0019 Modification No.: 001</p> <hr/> <p>2. ITB/RFQ No.: 23-0166</p> <hr/> <p>3. Contract Title: Food Service Program USDA Commodity Processing Agreement</p> <hr/> <p>4. Contract Amount: Not to Exceed USDA commodity dollars and/or pounds allocated to Supplier for upcoming fiscal year plus any applicable carryover balances from the prior fiscal year</p> <hr/> <p>5. Contract Term: July 1, 2024 – June 30, 2025</p>
<p>6. Supplier Name: Land O'Lakes</p> <p style="margin-left: 40px;">Address: 1200 Country Road F West, MS 3015</p> <p style="margin-left: 40px;">City/State/Zip: Arden Hills, MN 55112</p> <p style="margin-left: 40px;">Contact: Camille Tobin Telephone: (651) 375-6393 Email/Fax: K12specialist2landolakes.com</p>		
<p>7. Contract Modifications:</p> <p><u>History</u></p> <p>1. The original contract amount was not to exceed USDA commodity dollars and/or pounds allocated to Supplier for upcoming fiscal year plus any applicable carryover balances from the prior fiscal year for the first contract period from July 1, 2023 through June 2024.</p> <p><u>Modification 001:</u></p> <p>1. Renew contract through June 30, 2025 in an amount not to exceed USDA commodity dollars and/or pounds allocated to Supplier for upcoming fiscal year plus any applicable carryover balances from the prior fiscal year.</p> <p>2. Amend the scope of services as found in Amendment 001.</p> <p>3. All other terms and conditions remain the same.</p>		
<p>8. Signature of Authorized Supplier Representative:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">  <hr style="border: 0; border-top: 1px solid black;"/> Signature </div> <div style="width: 35%; text-align: center;"> 8/15/2024 <hr style="border: 0; border-top: 1px solid black;"/> Date Signed </div> </div> <p style="margin-top: 10px;">Print Name: <u>Camille Tobin</u></p> <p style="margin-top: 10px;">Title: <u>K-12 Business Analyst</u></p>	<p>9. Signature of DPSCD:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">  <hr style="border: 0; border-top: 1px solid black;"/> Signature </div> <div style="width: 35%; text-align: center;"> 8/23/2024 <hr style="border: 0; border-top: 1px solid black;"/> Date Signed </div> </div> <p style="margin-top: 10px;">Print Name: Nikolai P. Vitti, Ed.D.</p> <p style="margin-top: 10px;">Title: Superintendent</p>	

AMENDMENT NO. 1

This Amendment (the “Amendment”) made as of the 1st day of July 2024 (“Effective Date”) is to the Agreement by and between the Detroit Public Schools Community District (the “District”) and Land O’Lakes (“Supplier”) dated on or around July 1, 2024 and any amendments hereto (collectively, the “Original Agreement”).

STATEMENT OF AMENDMENT TO ORIGINAL AGREEMENT

1. Contract shall be amended with the following: The included pricing matrix shall replace the products pricing in Attachment A: Pricing Matrix.
2. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are considered to be severable, and their enforceability is not affected or impaired in any way by reason of such law or holding.
3. The terms and conditions of the Original Agreement remain in effect except as otherwise stated herein. In the event that any provision of this Amendment conflicts with any of the provisions set forth in the Original Agreement, the provisions of this Amendment shall govern and control.
4. The Original Agreement and this Amendment constitute the entire agreement between the parties with respect to the subject matter hereof; superseding all prior understandings, agreements, contracts, or arrangements between the parties, whether oral or written.
5. This Amendment is incorporated by reference in and is part of the Original Agreement. This Amendment need not be referenced in any instrument or document at any time referring to the Original Agreement, a reference to either the Original Agreement or the Amendment shall be deemed a reference to the Original Agreement, as modified hereby.
6. Capitalized terms defined in the Original Agreement and used in this Amendment shall have the respective meanings assigned to such terms in the Original Agreement, unless clearly otherwise defined in the Amendment.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.
8. The Parties further agree that a signature transmitted via facsimile or electronic mail shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date so written.

**Signature of Authorized Supplier
Representative:**

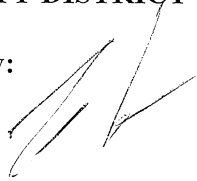


Print Name: Camille Tobin

Date: 8/15/2024

**DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT**

Approved By:



Nikolai P. Vitti, Ed.D., Superintendent

Date: 8/23/2024

**Approved as to form by:
Office of The General Counsel**

4001 Lexington Ave. N.
Arden Hills, MN 55126-2998

2001 W. Warren Ave.
Detroit, MI 48208
MI-23793

Generated For Detroit Public Schools Community District

Opportunity Number 23-0166 **Award Period** 08/15/2024 - 06/30/2025

Report Number 29409

Submission Deadline

Generated On 07/11/2024 03:59 PM

Open Date

Date/time values are shown in the **Central time zone**

Submitted On N/A

Number	Product	Pack Size	Net Wt¹	Servings¹	Option²	PTV¹	Price/Case
39911	Ultimate Cheddar™ Cheese Dip Cups	140/3.00 oz	26.25	140	NOI	\$18.77	\$81.33
41698	Shredded Mozzarella Cheese	4/5.00 lbs	20.00	320	NOI	\$42.07	\$81.33
41749	Shredded Mild Cheddar Cheese	4/5.00 lbs	20.00	320	NOI	\$42.07	\$54.74
43274	RS, RF Macaroni and Cheese Entree with Whole Grain	6/5.00 lbs	30.00	80	NOI	\$14.01	\$64.74
43277	RF Macaroni and Cheese Entree with Whole Grain	6/5.00 lbs	30.00	80	NOI	\$13.15	\$55.53
43284	RF Macaroni and Cheese Entree	6/5.00 lbs	30.00	80	NOI	\$13.15	\$68.51
43292	Macaroni and Cheese Entree with Whole Grain	6/5.00 lbs	30.00	80	NOI	\$18.37	\$67.40
44238	Pepper Jack ReadI-Pac® Cheese Slices	8/1.50 lbs	12.00	192	NOI	\$25.24	\$64.29
44261	RF Swiss ReadI-Pac® Cheese Slices	8/1.50 lbs	12.00	192	NOI	\$25.24	\$64.29
46016	Yellow American Slice 4-5Lb 160 slice count	4/5.00 lbs	20.00	320	NOI	\$27.35	\$74.16

Number	Product	Pack Size	Net Wt ¹	Servings ¹	Option ²	PTV ¹	Price/Case
46032	White American Slice 4-5Lb 160 slice count	4/5.00 lbs	20.00	320	NOI	\$27.35	\$47.15
59701	Mozzarella String Cheese	168/1.00 oz	10.50	168	C-Distributor NOI	\$22.09	\$47.15 \$35.60
59703	Light Mozzarella String Cheese	168/1.00 oz	10.50	168	C-Distributor NOI	\$22.09	\$35.60 \$36.21
					C-Distributor		\$36.21

¹Per Case

²Options: NOI: Net Off Invoice, C-Distributor: Commercial - Distributor

³Commercial to Commodity Discount per Case

Terms & Conditions

• Minimum Delivery for distributors is 5,000 pounds per invoice (NOT per order/shipment). • Minimum Delivery for direct-ship schools is 5,000 pounds per invoice (NOT per order/shipment). • Dry and cooler items ship and invoice separately from frozen items. • Bids/quotes do not pyramid with any other programs. • Pricing applies only to the operator stated on bid/quote. • Must notify of award to activate bid/quote. • Land O'Lakes will honor bid pricing on purchases through redistributors. Requests for reimbursement must be submitted in the form of a bill back (no deductions will be allowed through redistributors). Amount of bill back must not exceed the difference between Land O'Lakes' price list and the bid price. Land O'Lakes will not reimburse any additional charges associated with purchasing through redistribution.

COMMERCIAL PRICING • Land O'Lakes pricing for all K-12 products identified on this bid submission is subject to change with 30-day notification for the duration of the bid contract period as identified. Land O'Lakes reserves the right to adjust pricing based upon market conditions.

NET OFF INVOICE PRICING • The Net Off Invoice pricing provided is the GROSS PRICE. Please subtract the Pass Thru Value to arrive at the NET CASE PRICE. • Distributors are only eligible to deduct for the Pass Thru Value for schools that have a commodity balance with Land O Lakes. Once the commodity balance is depleted, the school should be invoiced at the commercial price.

Land O'Lakes, Inc.

4001 LEXINGTON AVE. N., ARDEN HILLS, MINNESOTA



Mailing Address: P.O. Box 64101, St. Paul, MN 55164-0101
Telephone: (651) 481-2222

Dairy Foods

July 10, 2024

Dear Land O'Lakes Valued Customer,

Due to changing market conditions since the last contract renewal, Land O'Lakes will be implementing a price increase for **Detroit Public Schools** that is reflective of today's market conditions.

Over the last 12 months (May 2023 – May 2024) the Consumer Price Index: Meals Away from Home has increased **+4.0%**.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended May 2024
	Nov. 2023	Dec. 2023	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May 2024	
All items	0.2	0.2	0.3	0.4	0.4	0.3	0.0	3.3
Food	0.2	0.2	0.4	0.0	0.1	0.0	0.1	2.1
Food at home	0.0	0.1	0.4	0.0	0.0	-0.2	0.0	1.0
Food away from home(1)	0.4	0.3	0.5	0.1	0.3	0.3	0.4	4.0

Reflective of conditions observed in the general producer and manufacturing marketplace and at Land O'Lakes, an average price increase of **2.3%** (varies by item) is to be implemented effective August 15th, 2024.

Sincerely,

Camille Tobin
K-12 Business Analyst
Land O'Lakes